



Agenda: Battle Creek City Commission

Meeting Date: October 1, 2024- 7:00 PM

Location: City Commission Chambers

Chair: Mayor Mark A. Behnke

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

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS AWARDS

Proclamation for Breast Cancer Month 2024

Proclamation for Domestic Violence Awareness Month 2024

Proclamation for Krazy for the Kazoo 2024

Proclamation for Fire Prevention Week 2024

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

PETITIONS COMMUNICATIONS REPORTS

PUBLIC COMMENT REGARDING ANY SPECIFIC AGENDA ITEM

(Limited to three minutes per individual)

COMMISSION COMMENT REGARDING MEETING BUSINESS

CONSENT AGENDA

Minutes:

Minutes for the May 2, 2024 City Commission Workshop (FY25 Budget)

Minutes for the September 17, 2024 City Commission Workshop (Fire Station Proposals)

Minutes for the September 17, 2024 City Commission Regular Meeting

Minutes for the September 17, 2024 City Commission Closed Session

Petitions, Communications, Reports:

City Manager's Report for October 1, 2024

Ambulance Report for August 2024

Resolutions:

558 A Resolution appointing two new members to the North Central Neighborhood Planning Council (NPC #2), Shanay Settles and Angele Broadus.

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

- 559 A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Parks Improvement project from Hoffman Bros. Inc., in an estimated amount of \$366,811.57, with unit prices prevailing.
- 560 A Resolution seeking authorization for Publication of a Notice of Intent to Issue Capital Improvement Bonds.
- 561 A Resolution seeking to set a Closed Session on a labor matter for October 1, 2024.

GENERAL PUBLIC COMMENT

(Limited to three minutes per individual)

COMMISSION COMMENTS

RECESS

CLOSED SESSION

RETURN FROM RECESS

ADJOURNMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



General Detail NO.

Proclamation for Breast Cancer Month 2024

BATTLE CREEK, MICHIGAN - 10/1/2024

Battle Creek City Commission
10/1/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Proclamation for Breast Cancer Month 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Breast_Cancer_Awareness_Month_2024.pdf	Proclamation for Breast Cancer Month 2024

Proclamation

WHEREAS, Breast cancer is the most common type of cancer among women in the world and the second leading cause of cancer death among women in the United States; and

WHEREAS, More than one in eight women and one in 726 men in the United States will be diagnosed with breast cancer in their lifetimes; and

WHEREAS, National Breast Cancer Awareness Month is dedicated to increasing public knowledge about the importance of early detection of breast cancer and prompt treatment; and

WHEREAS, According to the American Cancer Society, when breast cancer is detected early, and is in the localized stage, the five-year relative survival rate is 99%; and

WHEREAS, Key messages for early detection include performing monthly breast self-examinations and scheduling regular clinical breast exams and mammograms, with the American Cancer Society recommending regular screenings for women once they reach age 40.

NOW, THEREFORE, I, Mark A. Behnke, Mayor of the City of Battle Creek, do hereby proclaim the month of October 2024, as

“BREAST CANCER AWARENESS MONTH”

in the Greater Battle Creek Area and encourage all neighbors to be conscious of the benefits of early detection, diagnosis and treatment of breast cancer and steadfast in supporting the fight to find a cure to end this disease.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Logo of the City of Battle Creek, Michigan, to be affixed this 1st day of October 2024.

A handwritten signature in black ink that reads 'Mark A. Behnke'. The signature is written in a cursive style and is positioned above a horizontal line.

Mark A. Behnke, Mayor



General Detail NO.

Proclamation for Domestic Violence Awareness Month 2024

BATTLE CREEK, MICHIGAN - 10/1/2024

Battle Creek City Commission
10/1/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Proclamation for Domestic Violence Awareness Month 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Domestic_Violence_Awareness_-_2024.pdf	Proclamation for Domestic Violence Awareness Month 2024

Proclamation

- WHEREAS,** anyone can become a victim of domestic violence regardless of age, sex, ability, race, ethnicity, sexual orientation, socioeconomic status, or religion; and
- WHEREAS,** on average, nearly 24 people per minute are physically abused by an intimate partner in the United States, the equivalent of more than 12 million individuals per year; and
- WHEREAS,** 96% of employed domestic violence victims experience problems at work because of the abuse; and
- WHEREAS,** children were witness to the violence in nearly 1 in 4 intimate partner violence cases filed in state courts; and
- WHEREAS,** a study of intimate partner homicides found that 20% of victims were not the intimate partners themselves, but family members, friends, neighbors, persons who intervened, law enforcement responders, or bystanders; and
- WHEREAS,** every member of our community can play a role in preventing domestic violence. Observing October as Domestic Violence Awareness Month provides an excellent opportunity to increase awareness of domestic violence and, therefore, empower the community to prevent domestic violence and take meaningful action to break the cycle of abuse. Domestic Violence Awareness Month is also a yearly reminder of the importance of organizations like S.A.F.E. Place in Calhoun County to provide critical confidential services such as free legal advocacy, counseling, support groups, and emergency shelter for victims of sex trafficking and domestic violence and their dependent children;

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

“DOMESTIC VIOLENCE AWARENESS MONTH”

in the Greater Battle Creek Area and ask all the neighbors of Battle Creek to do their part to end domestic violence in this county by supporting their communities' efforts to assist victims in finding the help that they need and to ensure that no victim of domestic violence ever has to struggle alone.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Logo of the City of Battle Creek, Michigan, to be affixed this 1st day of October 2024.



Mark A. Behnke, Mayor





General Detail NO.

Proclamation for Krazy for the Kazoo 2024

BATTLE CREEK, MICHIGAN - 10/1/2024

Battle Creek City Commission
10/1/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Proclamation for Krazy for the Kazoo 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
📄 Krazy_for_the_Kazoo_-_2024.pdf	Proclamation for Krazy for the Kazoo 2024

Proclamation

WHEREAS, the City of Battle Creek, in the year 2000, established a goal of conducting an environmental beautification project in the city in October; and

WHEREAS, the City of Battle Creek has worked with the Calhoun County Road Department; the City of Springfield; the Calhoun County Water Resources Commissioner; the surrounding townships of Bedford, Emmett, Leroy, Newton, and Pennfield; the Hart-Dole-Inouye Federal Center; Kellogg Community College and Battle Creek and Lakeview public schools to form the Battle Creek Area Clean Water Partnership to develop a watershed management plan for a portion of the Kalamazoo River watershed; and

WHEREAS, the Battle Creek Area Clean Water Partnership has the goal of helping to protect and restore our rivers and lakes to provide the recreational uses and wildlife habitats once common in the area and to protect the drinking water sources of the area through public education; and

WHEREAS, the Battle Creek Area Clean Water Partnership will conduct various stewardship projects within the Kalamazoo River Watershed beginning at 9:00 a.m. at the Department of Public Works on October 5, 2024;

NOW, THEREFORE, I, Mark A. Behnke, Mayor of the City of Battle Creek, Michigan, do hereby proclaim Saturday, October 5, 2024, as

"KRAZY FOR THE KAZOO - A Watershed-wide River Clean Up and Conservation Day Event"

in the Greater Battle Creek Area and encourage neighbors to participate in this worthwhile project to help restore this wonderful natural resource to its full beauty and potential.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Logo of the City of Battle Creek, Michigan, to be affixed this 1st day of October, 2024.



Mark A. Behnke, Mayor





General Detail NO.

Proclamation for Fire Prevention Week 2024

BATTLE CREEK, MICHIGAN - 10/1/2024

Battle Creek City Commission
10/1/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Proclamation for Fire Prevention Week 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Fire_Prevention_Week_-_2024.pdf	Proclamation for Fire Prevention Week 2024

Proclamation

- WHEREAS,** the City of Battle Creek is committed to ensuring the safety and security of all those living in and visiting our city; and
- WHEREAS,** fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at the greatest risk from fire; and
- WHEREAS,** cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020, with two of every five home fires starting in the kitchen, 31% of these fires resulting from unattended cooking; and
- WHEREAS,** City of Battle Creek neighbors should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a timer to remind them that they are cooking; and
- WHEREAS,** working smoke alarms cut the risk of dying in reported home fires almost in half; and
- WHEREAS,** individuals who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and
- WHEREAS,** first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and
- WHEREAS,** the 2024 Fire Prevention Week™ theme, "Smoke alarms: Make them work for you!" The goal is to educate everyone about the importance of having working smoke alarms in the home™;

NOW, THEREFORE, I, Mark A. Behnke, Mayor of the City of Battle Creek, Michigan, do hereby proclaim
October 6-12, 2024, as

"FIRE PREVENTION WEEK"

in the Greater Battle Creek Area and I urge all neighbors to be educated on the importance of smoke alarms and regularly check that their smoke alarms are in working order during Fire Prevention Week 2024 and to support the many public safety activities and efforts of the Battle Creek Fire Department and emergency services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Logo of the City of Battle Creek, Michigan, to be affixed this 1st day of October 2024.



A handwritten signature in black ink, appearing to read "Mark Behnke". The signature is written in a cursive style and is positioned above a horizontal line.

Mark A. Behnke, Mayor



General Detail NO.

Minutes for the May 2, 2024 City Commission Workshop (FY25 Budget)

BATTLE CREEK, MICHIGAN - 10/1/2024

Battle Creek City Commission
10/1/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Minutes for the May 2, 2024 City Commission Workshop (FY25 Budget)

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Minutes_for_the_May_2__2024_City_Commission_Workshop_(FY25_Budget).pdf	Minutes for the May 2, 2024 City Commission Workshop (FY25 Budget)



Agenda: Battle Creek City Commission

Meeting Type: Workshop

Meeting Date: May 2, 2024

Chair: Mayor Mark A. Behnke - Topic: FY25 Budget

Prepared By: Battle Creek City Hall - City Commission Chambers, 3rd Floor

City Commission

ATTENDANCE

ATTENDANCE

COMMISSIONERS

Mayor Mark Behnke

Commissioner Jenasia Morris

Commissioner Christopher Simmons

Vice Mayor Sherry Sofia

Commissioner Roger Ballard, virtually

Commissioner Patrick O'Donnell

Commissioner Jake Smith

ABSENT

Commissioner Jim Lance

Commissioner Carla Reynolds

CITY STAFF

Rebecca Fleury, City Manager

Victoria Houser, City Clerk

Aaron Kuhn, Revenue Services Director

Shannon Bagely, Police Chief

Duska Brumm, Recreation Director

Kimberly Holley, DEI Officer

Lily Vardel, Finance Services Manager

Miles Weaver, Asst. Aviation Director

Amanda Woodin, Asst. Revenue Services Director

Jill Steele, City Attorney

Ted Dearing, Assistant City Manager

Steve Skalski, Director of Public Works

Bill Beaty, Fire Chief

Mallory Avis, Public Transit Director

Laura Otte, Grants Administrator

Phil Kroll, Aviation Director

Michelle Hull, HR Director

Marcie Gillette, Community Services Director

WELCOME AND INTRODUCTION

Rebecca Fleury, City Manager, welcomed everyone to the workshop, thanking staff for their hard work on the 24/25 FY Budget. Ms. Fleury introduced Aaron Kuhn, Revenue Services Director, and Ted Dearing, Assistant City Manager, noting they would work together to present the information for the FY 24-25 proposed budget. Ms. Fleury also shared that meetings with the commissioners allowed for planning and responding to questions or

concerns.

PRESENTATION PROPOSED BUDGET FOR FISCAL YEAR 2025

Mr. Kuhn summarized the FY 23-24 General Fund estimates, and the estimated use of Fund Balance. Mr. Kuhn noted income tax revenue and interest income were higher than expected, also noting Adult Use Marijuana excise tax revenues were significantly over budget. Mr. Kuhn also reviewed the binder tabs and their expenditure estimates. Mr. Kuhn also noted the General Fund - Fund Balance of 23.0% exceeds the City's 17% fund balance policy.

Ms. Fleury reviewed the FY 24-25 Proposed Budget Assumptions, noting a 7.8% growth in taxable values, which represents tax revenue growth in the general fund, the streets capital project funds and component units. Ms. Fleury share that the Downtown Development Authority (DDA) continues to budget its share of debt service on the Quiet Zone portion of the 2013 Capital Improvement Bonds, the Central Business District street maintenance and 75% of the costs for the 2 Police Downtown Officers. Ms. Fleury also noted 2 new internal charges have been added for FY 25, specifically GIS and the 311 Call Center.

Ms. Fleury reviewed the allocation of ARPA funding that is used for lost revenue, specifically for the General Fund, the Solid Waste Fund and the Parking Fund. Ms. Fleury also shared that the proposed FY 25 year budget includes 4% cost of living and step increases for non-represented employees, while raises included in collective bargaining agreements are included.

Mr. Fleury also noted the proposed budget includes Downtown Police Officer, 2 Fire Department Battalion Chiefs, a Recreation Services Manager and an Electrical Apprentice for the Traffic Division.

Mr. Dearing provided a history of the property tax millage, noting a proposed decrease of 0.093 mills for the Police & Fire Retirement millage. Mr. Dearing noted the proposed millage rate is 15.665 mills, down from 15.758 for FY 24. Mr. Dearing presented slides representing the millage rate over the last 20 years.

Mr. Kuhn discussed the City's major revenue sources, notably Income Tax, Property Tax and State Revenue Sharing, expressing a belief that all three will increase in the next fiscal year. Mr. Kuhn noted the proposed income tax projection is more conservative this year. Mr. Kuhn noted general fund expenditures include debt service in the amount of \$1,757,251 in Department 50 - Contributions and other, as well as a \$650,000 partial year debt service payment for a proposed Capital Improvement bond for fire facilities. Mr. Kuhn noted the annual transfer to Transit is down to \$600,000. Mr. Kuhn also noted the general fund is responsible for \$725,000 of the Airport subsidy, with a proposal for BCTIFA to contribute an additional \$245,000 of operating support. Mr. Kuhn presented the General Fund Revenue and Expense summaries. Mr. Kuhn reviewed the Special Revenue Funds, the Enterprise Funds and the Internal Service Funds.

Mr. Dearing noted the City was allocated \$30,545,339 in federal American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds to provide support in responding to the economic and public health impacts of COVID-19 and in efforts to contain impacts on the community, residents and businesses. Mr. Dearing noted the City was required to obligate all funds by December 31, 2024, and spend all funds by December 31, 2026. Mr. Dearing presented a chart of the Lost Revenue funds and the ARPA Community projects, noting about 65% of the funds have been spent, stating the remaining is expected to be spent by the end of 2024.

Ms. Fleury shared information on Priority Based Budgeting, noting staff have identified 476 department programs, which are scored using the new Community Results and Basic Program attributes, referencing tab 11 of the budget binder. Ms. Fleury noted only one program was added for FY 25, specifically the DEI office.

As to the future, Ms. Fleury stated property tax revenue continues to be stable, with an expectation of another 5% increase in 2025. Ms. Fleury noted staff are closely watching the May Consensus Revenue Estimating Conference to see if the governor's budget proposal translates to increased revenue sharing. Ms. Fleury also expressed optimism that the opening of the Doubletree Hotel will bring more visitors downtown, increasing the City's Parking Fund revenues, while also increasing the number of events at the Kellogg Arena.

Commissioners thanked city staff for all of their work on the proposed budget and the meetings prior to the

workshop. Comm. Simmons requested more information on the use of Retail Marihuana excise tax funds.

Mr. Kuhn reminded everyone the Public Hearing for the 24/25 Budget will be on the May 21, 2024 Commission agenda, with a budget resolution to be considered at the June 4, 2024 commission meeting.

PUBLIC COMMENT - LIMITED TO THREE MINUTES PER INDIVIDUAL

Linn Kracht asked if all of the ARPA funds had already been allocated. Mr. Kracht also asked if the proposed budget has considerations for the Sustainable Battle Creek benchmarks for 2025.

ADJOURNMENT

Mayor Behnke adjourned the workshop at 7:02 PM.

Citizens who wish to address a specific issue on the floor may do so after being recognized by the Mayor or presiding Commissioner. At the time for general public comments, after being properly recognized, citizens may address the commission on any subject within the control and jurisdiction of the City of Battle Creek. Citizens will be subject to the following summarized limitations, which are set out fully in ordinance 212.02, Art XVII:

1. Citizen comments on any Resolution before the Commission may be made either before or after the Commissioners have had an opportunity to discuss the Resolution, at the discretion of the Chair;
2. Citizens wishing to speak to a particular Resolution should raise their hands and wait to be recognized before speaking;
3. Before speaking, an individual who has not filled out a comment card disclosing this information, shall identify themselves by name and address and, if appropriate, group affiliation for the record.
4. Citizens will confine their remarks to matters currently pending on the floor, and be brief and concise in making their remarks;
5. If a citizen becomes repetitive or, in the opinion of the Chair, takes an inordinate amount of time in making comments, that citizen will be ruled out of order and the Commission will continue with its business;
6. Citizens should address all remarks to the Commission as a whole, and not to individual Commissioners.

These Rules will apply to comments by citizens during the Public Comment section of the Agenda.

The City of Battle Creek will provide necessary, reasonable, auxiliary aids and services, such as signers for the hearing impaired, and audiotapes of printed materials being considered in the meeting, upon seven days' notice to the City of Battle Creek. Individuals with disabilities requiring auxiliary aids or services, should contact the City of Battle Creek by writing or calling the following:

Victoria Houser
Office of the City Clerk
Post Office Box 1717
Battle Creek, Michigan 49016
269/966-3348 (Voice)
269/966-3348 (TDD)



General Detail NO.

Minutes for the September 17, 2024 City Commission Workshop (Fire Station Proposals)

BATTLE CREEK, MICHIGAN - 10/1/2024

Battle Creek City Commission
10/1/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Minutes for the September 17, 2024 City Commission Workshop (Fire Station Proposals)

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Minutes_for_the_September_17__2024_City_Commission_Workshop_(Fire_Station_Proposals).pdf	Minutes for the September 17, 2024 City Commission Workshop (Fire Station Proposals)



Agenda: Battle Creek City Commission

Meeting Type: Workshop

Meeting Date: September 17, 2024

Chair: Mayor Mark A. Behnke - TOPIC: Fire Station Proposals

Prepared By: Battle Creek City Hall - City Commission Chambers - 3rd Floor

City Commission

ATTENDANCE

Mayor Mark Behnke
Commissioner Jenasia Morris
Commissioner Carla Reynolds
Commissioner Jim Lance

ABSENT: Commissioner Patrick O'Donnell

COMMISSIONERS

Commissioner Roger Ballard
Vice Mayor Sherry Sofia
Commissioner Jake Smith
Commissioner Christopher Simmons,
remote

CITY STAFF

Rebecca Fleury, City Manager
Ted Dearing, Assistant City Manager
Chad Frein, IT Director
Bryce Hamilton, Service Desk Tech
Shannon Bagley, Interim Director Police
& Fire Services

Cody Titus, BCFD Battalion Chief
William Kim, City Attorney
Alicia Greene, Deputy City Clerk
Michelle Hull, HR Director
Helen Guzzo, Community Development
Supervisor

ATTENDANCE

WELCOME AND INTRODUCTION

Rebecca Fleury, City Manager welcomed everyone to the workshop, introducing Cody Titus, BCFD Battalion Chief, Shannon Bagley, Interim Director of Fire & Police Services and Cody Newman, Driven Design, all participating in the presentation.

Ms. Fleury reviewed the agenda for the workshop, thanking former Fire Chief Bill Beaty for his contribution helping prepare this presentation.

Ms. Fleury discussed findings and recommendations from the last 4 studies of fire facilities, noting many capital

needs in all 6 stations.

PRESENTATION BY CITY STAFF

COMMISSION DISCUSSION

Rebecca Fleury, Cody Titus and Cody Newman all participated in providing clarifying information in response to City Commissioners questions.

PUBLIC COMMENT-LIMITED TO 4 MINUTES PER INDIVIDUAL

Jim Moreno, Chuck Yarger, Mary, Pat Shellenberger and John Kenefick provided opinions and recommendations related to the Fire Department presentation.

ADJOURNMENT

Mayor Behnke adjourned the meeting at 6:42pm.

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City of Battle Creek

Battle Creek Fire Department Fire Station Improvements & Recommendations



**Battle Creek City Commission
Workshop
September 17, 2024**

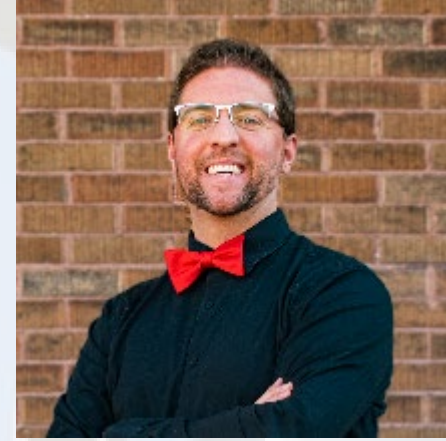


City of Battle Creek

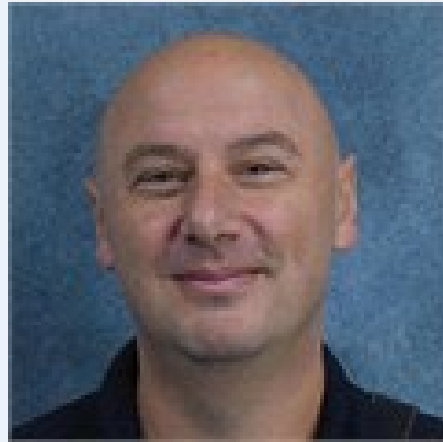
Presenters



Rebecca L. Fleury,
City Manager



Cody Newman,
Driven Design



Cody Titus, BCFD
Battalion Chief



Shannon Bagley,
Interim Director
of Fire & Police
Services



City of Battle Creek

AGENDA

- ❖ How did we get here?
- ❖ Walk through station renderings.
- ❖ Commission discussion.
- ❖ Project cost, info on issuing capital improvement bond.
- ❖ Technology considerations.
- ❖ Additional commission discussion and next steps.
- ❖ Public Comment.



How did we get here?

- **2015 Kramer Study**
- **2022 Center for Public Safety Management Service Delivery Model Study**
- **2022 Temporary Closure of Station 4 (14 months)**
- **2022 Wightman & Associates Fire Station Facility Assessments**
 - Each study showed investment into Stations 2 & 3 were not prudent for taxpayer dollars due to age and current conditions.
 - Every station has capital needs.



How did we get here?

- Assumptions made to begin drafting next steps:
 - No additional investments into Station 2 or Station 3.
 - Station 2 handles the most calls for service and is in a good location, so proposal is for constructing a new Station 2 near the current station.
- Engage an architect to help with renderings of proposed improvements for four stations and one new build.
- April – June 2024: Six fire station open houses to gather neighbor input on design and draft recommendations.
- Key themes: Staffing, Response times, Technology, Station Locations, Safety, Modern quarters, Cost
- Current Station Challenges



City of Battle Creek

Walk through station renderings

- Cody Newman, Driven Design





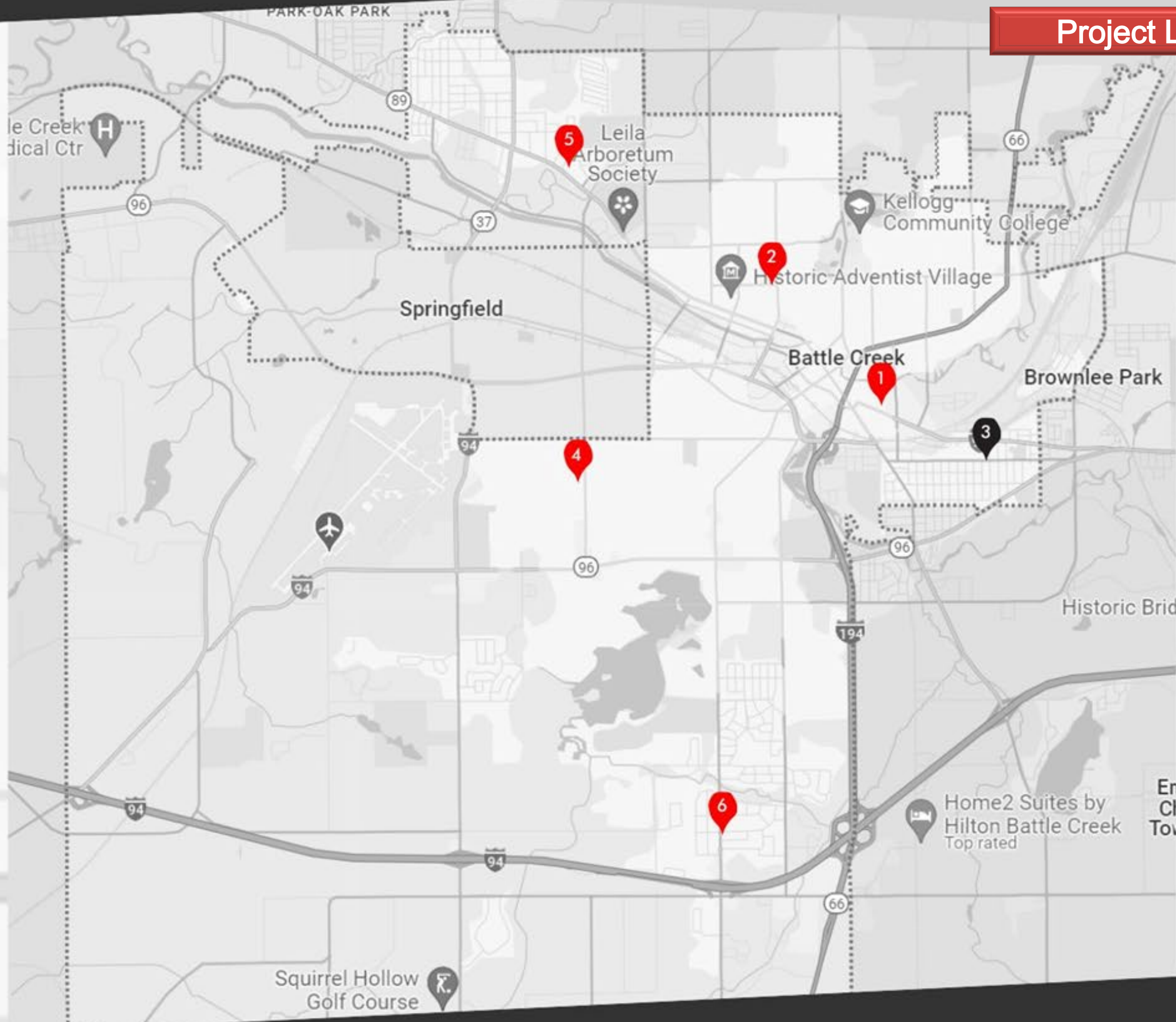
STATION 1
INTERIOR RENOVATION & ADDITION



STATION 2
NEW STATION



STATION 3
PROPOSED CLOSURE



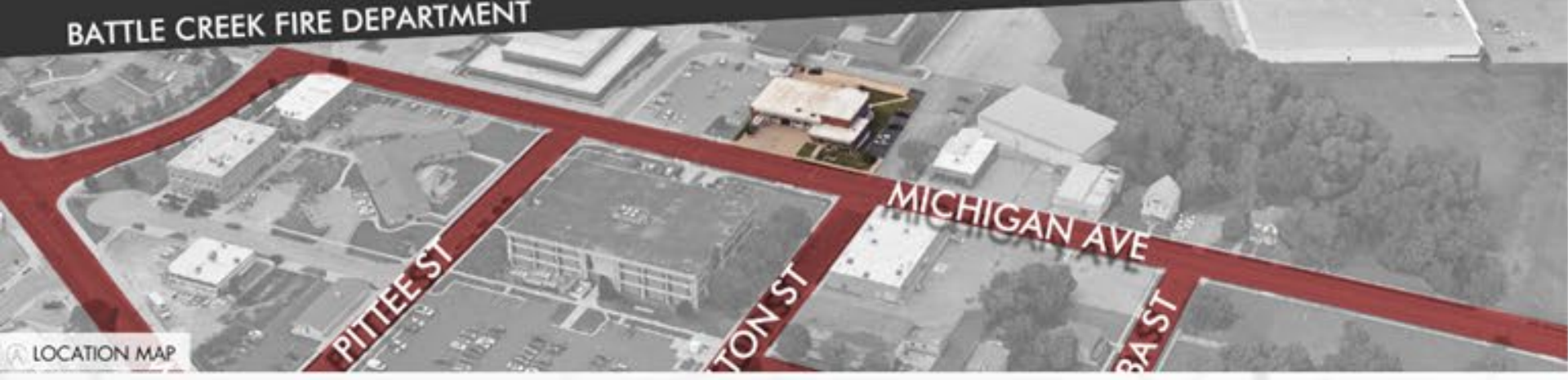
STATION 4
NEW FOUR FOLD DOORS



STATION 5
NEW ADDITION & RENOVATION



STATION 6
NEW ADDITION & RENOVATION



LOCATION MAP



BASEMENT FLOOR PLAN

FIRST FLOOR PLAN

SECOND FLOOR PLAN

BASEMENT - 3,495 SF
FIRST FLOOR - 10,630 SF
2ND FLOOR - 3,722 SF
TOTAL NEW - 5,575 SF
TOTAL RENOVATED - 12,272 SF
TOTAL BUILDING - 17,847 SF



MAIN PAINT



CARPET



ACCENT PAINT



WOOD LOOK FURNITURE



MAIN PAINT



STAINLESS STEEL APPLIANCES



ACCENT PAINT



WOOD LOOK PORCELAIN TILE





3RD FLOOR			2ND FLOOR			1ST FLOOR							
LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 1	GROSS TOTAL	LEVEL 2	LEVEL 3	
7,215 SF	COLD ZONE	0 SF	7,174 SF	HOT ZONE	1,666 SF	783 SF	1,040 SF	DECON ZONE	0 SF	0 SF	15,429 SF	1,666 SF	783 SF



ACCENT COLOR
PENDANT LIGHT
FIXTURES



POLISHED CONCRETE



MAIN PAINT



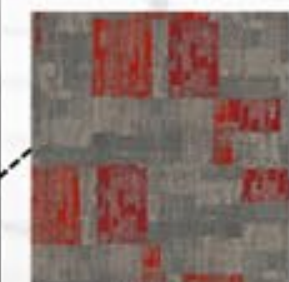
ACCENT PAINT



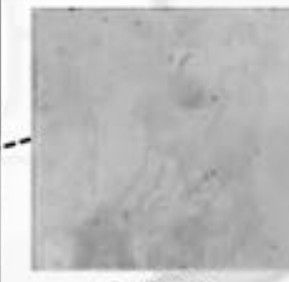
ACCENT PAINT



WOOD LOOK
LAMINATE
CABINETS



CARPET



POLISHED
CONCRETE



FIRST FLOOR PLAN



FOUR FOLD DOOR EXAMPLES



FOUR FOLD DOOR EXAMPLES



LOCATION MAP



FIRST FLOOR PLAN

1ST FLR	2ND FLR
3,626 SF	426 SF
598 SF	190 SF
2,162 SF	0 SF
4,386 SF	616 SF
GROSS TOTAL	

COLD ZONE (Blue)
 DECON ZONE (Yellow)
 HOT ZONE (Red)



SECOND FLOOR PLAN



MAIN PAINT COLOR



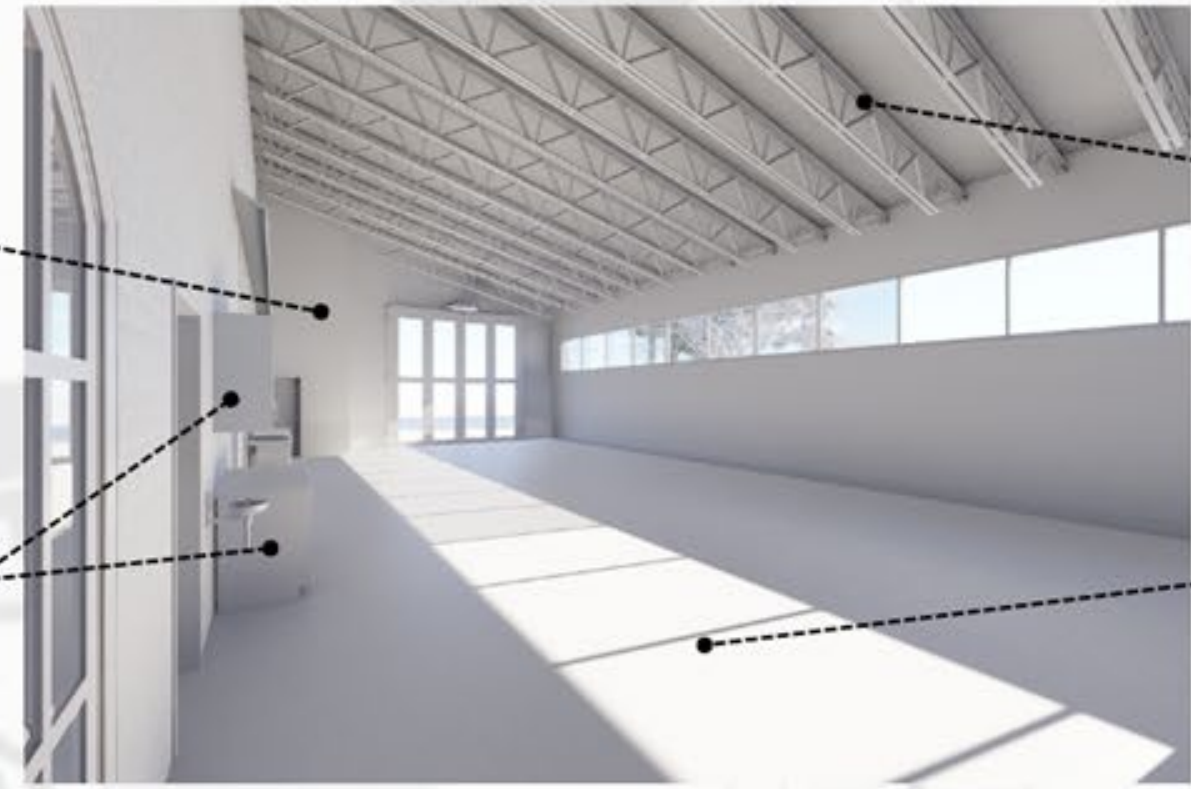
WOOD LOOK PLASTIC LAMINATE CABINETS



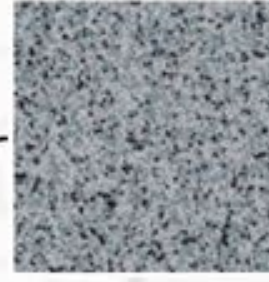
EXPOSED BRICK



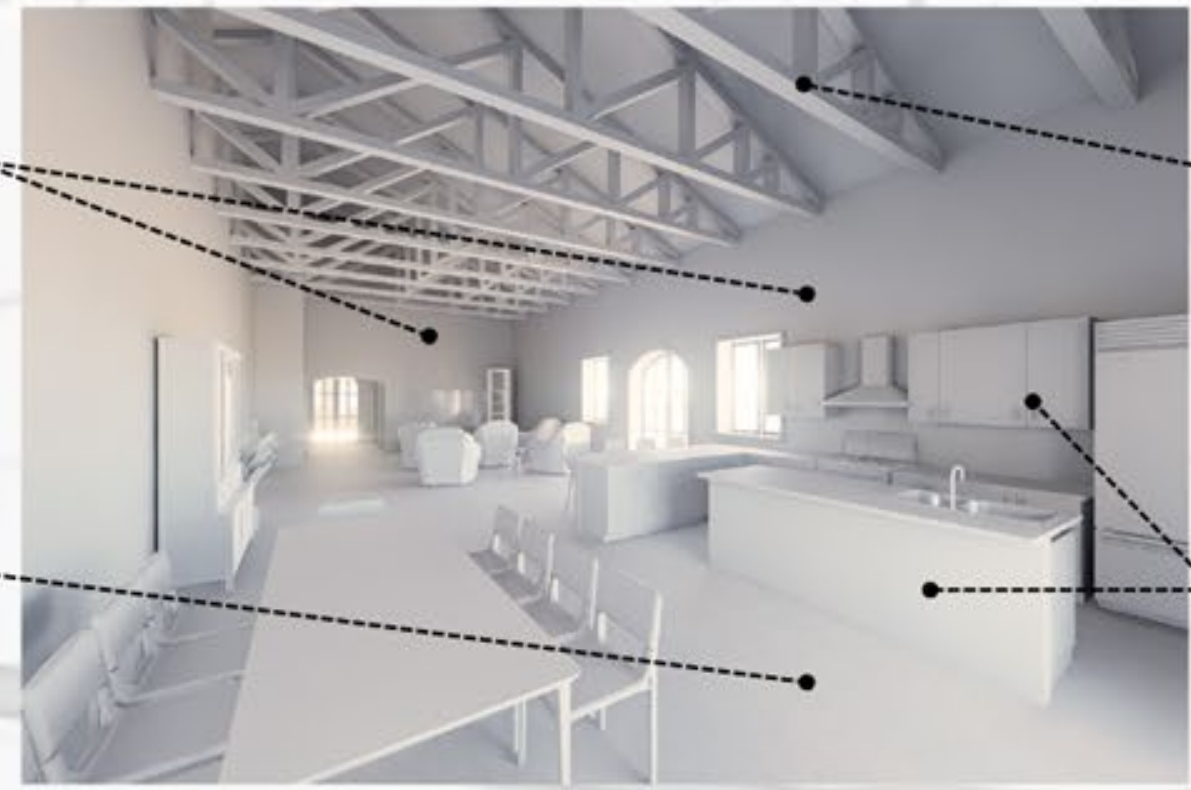
WOOD LOOK PORCELAIN TILE



ACCENT PAINTED METAL TRUSSES



POURED FLOOR SYSTEM



EXPOSED WOOD TRUSSES



PAINTED CABINETS W/ SOLID SURFACE COUNTERTOPS



LOCATION MAP



BASEMENT FLOOR PLAN

FIRST FLOOR PLAN



ACCENT PAINT



CARPET



MAIN PAINT



WOOD LOOK LVT



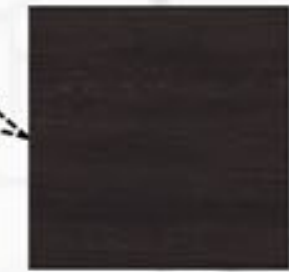
WOODGRAIN LAMINATE CABINETS



MAIN PAINT



ACCENT PAINT



WOODGRAIN LAMINATE CABINETS



Technology Considerations

Railroad notification system – grant with Calhoun County Consolidated Dispatch

- Will alert BCFD and dispatchers ahead of time to the presence of trains.
- Predictive rail crossing blockage technology, allowing BCFD to travel accordingly from the start of an incident and help reduce or minimize the impact of closing Station 3 and relocating that company to Station 1.

OPTICOM traffic light system throughout the city.

- This system contains a transmitter on fire apparatus (and police, transit, and snowplow vehicles) that changes traffic lights to “green” as they approach.
- Allows better movement of fire vehicles versus being bottled up intersections that can cause delays.



City of Battle Creek

Commission Questions / Discussion





City of Battle Creek

Project cost and information on issuing a capital improvement bond.

- Station 1 - \$5,678,477
- Station 2 - \$10,539,532
- Station 4 - \$193,434
- Station 5 - \$2,531,559
- Station 6 - \$4,022,739
- Building Alerting System - \$1,000,000
- Furniture, Fixtures and Equipment - \$800,000
- A/E - \$820,000 (including fees already paid)
- Total Building Estimate - \$25,585,741**
- Kellogg Arena HVAC & Exterior Facade \$2,500,000
- Bond Issuance Fees- \$400,000
- Total Bond Estimate - \$28,485,741**
- Est. Annual Bond Payment (25 yrs, 4.75%) - \$2,039,090**



Tentative Timeframe if Commission Agrees to Move Forward

- Notice of Intent Resolution to Oct. 1 Commission meeting
- Construction documents complete by January 31, 2025
- Bid Project in February 2025 (28 days)
- Bids back by early March
- March 18 Commission meeting to approve contract.
- Bond documents to Commission meeting on April 1st
- Bond issued by June 30th
- Construction estimated to be a 2 –3-year process



City of Battle Creek

Commission Questions / Discussion





City of Battle Creek

Public Comment





General Detail NO.

Minutes for the September 17, 2024 City Commission Regular Meeting

BATTLE CREEK, MICHIGAN - 10/1/2024

Battle Creek City Commission
10/1/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Minutes for the September 17, 2024 City Commission Regular Meeting

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Minutes_for_the_September_17_2024_City_Commission_Regular_Meeting.pdf	Minutes for the September 17, 2024 City Commission Regular Meeting



Agenda: Battle Creek City Commission

Meeting Date: September 17, 2024- 7:00 PM

Location: City Commission Chambers

Chair: Mayor Mark A. Behnke

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

ATTENDANCE

Mayor Mark Behnke
Commissioner Jenasia Morris
Commissioner Carla Reynolds
Vice Mayor Sherry Sofia
Commissioner Jim Lance

COMMISSIONERS

Commissioner Roger Ballard
Commissioner Patrick O'Donnell
Commissioner Jake Smith
Commissioner Christopher Simmons-remote

CITY STAFF

Rebecca Fleury, City Manager
Ted Dearing, Assistant City Manager
Chad Frein, IT Director
Shannon Bagley, Interim Director Police & Fire Services
Helen Guzzo, Community Development Supervisor
Michelle Hull, HR Director
William Kim, City Attorney
Alicia Greene, Deputy City Clerk
Cody Titus, BCFD Battalion Chief
Bryce Hamilton, Service Desk Tech

INVOCATION

PLEDGE OF ALLEGIANCE

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

ROLL CALL

PROCLAMATIONS AWARDS

Beautiful Battle Creek Awards

Mayor Behnke presented the Beautiful Battle Creek Awards.

Proclamation for National Big Brothers Big Sisters' Month

Mayor Behnke proclaimed September 2024 "National Big Brother Big Sister" month.

Proclamation for Constitution Week

Mayor Behnke proclaimed September 17 - 23, 2024 "Constitution Week"

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

There were no added or deleted resolutions.

PETITIONS COMMUNICATIONS REPORTS

There were no petitions, communications or reports.

PUBLIC COMMENT REGARDING ANY SPECIFIC AGENDA ITEM

Nick Klein, Station Side Lofts, thanked the Commission for their consideration to modify the current PILOT.

(Limited to three minutes per individual)

PUBLIC HEARING

A Public Hearing to hear public comments on the 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER) reporting on City use of federal Community Development Block Grant (CDBG) and HOME Investment Partnership funds.

There were no public comments.

ADOPTION OF ORDINANCES

- 544 A Resolution seeking adoption of Proposed Ordinance #15-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 23, modifying the terms of a Payment in Lieu of Taxes for the Housing Development to be known as "Station Side Lofts."

Motion to Approve

Moved By: JIM LANCE

Supported By: ROGER BALLARD

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

MOTION PASSED

- 545 A Resolution seeking adoption of Proposed Ordinance #16-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 22, modifying the terms of a Payment in Lieu of Taxes to Northern Pines Apartments previously approved on October 17, 2023.

Motion to Approve

Moved By: JIM LANCE

Supported By: ROGER BALLARD

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

MOTION PASSED

546 A Resolution seeking adoption of Proposed Ordinance #17-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 24, modifying the terms of a Payment in Lieu of Taxes for the Housing Development to be known as "Manchester Place."

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

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

MOTION PASSED

COMMISSION COMMENT REGARDING MEETING BUSINESS

There were no Commission comments.

CONSENT AGENDA

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

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

MOTION PASSED

Minutes for the September 3, 2024 City Commission Regular Meeting

City Manager's Report for September 17, 2024

Review Committee Meeting Minutes for September 11, 2024

CONSENT RESOLUTIONS

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

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

MOTION PASSED

- 547 A Resolution appointing Albert Morehart as a new member to the Local Development Finance Authority.
- 548 A Resolution appointing Brandon Upston as the Dangerous Building Hearings Officer.
- 549 A Resolution appointing Kate Flores as a new member to the Civil Service Commission.
- 550 A Resolution seeking acceptance of the lowest responsive, responsible bid for CW Post Monument and Cairn Restoration project from RAM Construction Services of Michigan, Inc., in a not-to-exceed amount of \$56,297.00.

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

- 551 A Resolution seeking authorization for the City Manager to enter into a 2025 Emergency Commercial and Industrial Demand Response Agreement with Consumers Energy related to City Hall.

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

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

MOTION PASSED

- 552 A Resolution seeking authorization for the City Manager to enter into a 2025 Emergency with Generator Commercial and Industrial Demand Response Customer Agreement with Consumers Energy for ten lift stations.

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

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

MOTION PASSED

553 A Resolution seeking approval for an amendment to the 2024/2025 Fee, Bond, and Insurance Schedule for the Hamblin Avenue parking structure.

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

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

MOTION PASSED

554 A Resolution seeking to honor the invention of Peanut Butter in the City of Battle Creek.

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

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

MOTION PASSED

555 A Resolution seeking authorization for the City Manager to (re)employ, on a part-time basis, up to four (4) retired BCPD police officers (to be named) under 296.09(c).

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

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

MOTION PASSED

556 A Resolution identifying the 2024-2025 goals for City Attorney William Kim's evaluation criteria.

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

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

MOTION PASSED

557 A Resolution seeking to set a Closed Session on a labor matter for September 17, 2024.

Motion to Approve

Moved By: JIM LANCE

Supported By: ROGER BALLARD

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

MOTION PASSED

GENERAL PUBLIC COMMENT

Nicole Hill shared concerns with an individual in the community related to domestic violence, requesting assistance to address on going concerns.

David Moore suggested decommissioned fire stations be used as museums in the future.

Joe Harris commented on a recent dog attacked in the city, requesting the city ensure an ordinance is in place to address vicious animals. Mr. Harris also shared concerns with the photo/plaque of former KCC trustee, John Burke being on display in the room they hold public meetings.

Kathy Antaya thanked the city for allowing to Latin Heritage Festival to take place and shared optimism with the passing of housing ordinances. Ms. Antaya invited the community to a fair housing event, September 24 from 6:00-8:00pm at the Kool Center also sharing the NAACP's invite to individuals with discrimination complaints every 3rd Thursday of each month 10:00am-3:00pm.

Reece Adkins noted his concerns with the potential closing Station 3.

Rick Newton noted concerns with the pollution from the new Ford Battery plant in Marshall.

Nadine Bradshaw shared enjoyment in learning peanut butters history in Battle Creek, noting it as a staple at the food pantry.

Barb Shamback provided a hand out related to equity.

John Kenefick shared a story about housing costs relating the affects to the City taking a loan.

(Limited to three minutes per individual)

COMMISSION COMMENTS

Comm. O'Donnell invited the community to attend the 100 years celebration for the Battle Creek Executive Airport at Kellogg Field, Saturday, September 21st, 8:30am to 1:30pm at Western Michigan College of Aviation.

RECESS

The Commission recessed to Closed Session at 7:58pm.

CLOSED SESSION

RETURN FROM RECESS

The Commission returned from Closed Session at 8:08 pm.

Motion to approve the tentative agreement with AFSCME.

Motion to Approve

Moved By: JIM LANCE

Supported By: ROGER BALLARD

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

MOTION PASSED

ADJOURNMENT

Mayor Behnke adjourned the meeting at 8:10pm.

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

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

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

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

(c) During the consideration of specific ordinances when scheduled, speakers may present facts and opinions on the specific ordinance being considered by the City Commission. Speakers addressing the City Commission during this time shall limit their comments to the specific issue being considered. A three-minute time limit, which

may be lengthened or shortened by the Mayor or presiding officer when appropriate, is imposed per speaker, per matter considered.

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

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

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

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

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

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

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

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

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

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

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

- (d) Uses obscene or profane language;
- (e) Engages in slanderous or defamatory speech;
- (f) Uses derogatory racial, sexual or ethnic slurs or epithets relating to any individual or category of persons; or
- (g) Engages in conduct that interrupts or disrupts the meeting.

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



General Detail NO.

City Manager's Report for October 1, 2024

BATTLE CREEK, MICHIGAN - 10/1/2024

Battle Creek City Commission
10/1/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

City Manager's Report for October 1, 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
City_Manager_Report_10012024.pdf	City Manager's Report for October 1, 2024

MEMO

Date: 10/01/2024
To: Mayor and City Commission
From: Ted Dearing, City Manager
RE: City Manager's October 01, 2024, Agenda Report

559

A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Parks Improvement project from Hoffman Bros. Inc., in an estimated amount of \$366,811.57, with unit prices prevailing.

If approved, this Resolution accepts the lowest responsive, responsible bid for 2024 Parks Improvement project from Hoffman Bros. Inc., in an estimated amount of \$366,811.57, with unit prices prevailing. The City Manager or her designee is also authorized to approve change orders for up to 10% in aggregate for City-initiated and pre-approved changes for unforeseen field conditions that are not itemized in the contract.

The project consists of improvements to sections of the Linear Park on the west side of Battle Creek, including cutting out roots and overlaying sections, and full removal and replacement of HMA in other sections. This project also includes removal and replacement of the basketball court at Post Park and parking lot/basketball court striping at various park locations in Battle Creek. **Approval is Recommended.**

560

A Resolution seeking authorization for Publication of a Notice of Intent to Issue Capital Improvement Bonds.

Throughout the summer, feedback was sought through several community input sessions as well as the September 17th Commission Workshop to discuss improvements to the City's six fire stations. The attached Notice of Intent Resolution indicates the City's intent to issue limited tax full faith and credit Capital Improvement Bonds in an amount not to exceed \$28,500,000 to pay for all or most of the cost of the project.

If approved, this Resolution authorizes and directs the City Clerk to publish a notice of intent to issue the Bonds in *The Battle Creek Shopper News*, a newspaper of general circulation in the City. The notice of intent shall be published as a one-quarter (1/4) page display advertisement in substantially the form attached hereto as Exhibit A. **Approval is Recommended.**

561

A Resolution seeking to set a Closed Session on a labor matter for October 1, 2024.

As permitted under the Michigan Open Meetings Act, a public body, upon a majority vote, may meet in closed session for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing, and the City has requested that closed session.

This Resolution sets a Closed Session on a labor matter for October 1, 2024. **Approval is Recommended.**



General Detail NO.

Ambulance Report for August 2024

BATTLE CREEK, MICHIGAN - 10/1/2024

**AMBULANCE SERVICES
MONTHLY PERFORMANCE REPORT**

Report for the month of August 2024

Life Care Ambulance Service

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

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

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

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

Priority 3 Responses -- 15 Minutes

Life-threatening Emergencies City-wide

Number of runs for the month 624. Percentage of runs accomplished within guidelines 78.37%

Life-threatening Emergencies per Ward

	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5
Number of Runs	102	208	106	84	124
Percentage Achieved	78.43%	90.87%	87.74%	88.10%	70.16%

Priority 3 Responses

Number of runs for the month 453. Percentage of runs accomplished within guidelines 81.90%

Battle Creek City Commission

10/1/2024

Action Summary

Staff Member: Shawna Beach, Records/Election Clerk

Department: City Clerk

SUMMARY

Ambulance Report for August 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name

Description

No Attachments Available



Resolution NO. 558

A Resolution appointing two new members to the North Central Neighborhood Planning Council (NPC #2), Shanay Settles and Angele Broadus.

BATTLE CREEK, MICHIGAN - 10/1/2024

Resolved by the Commission of the City of Battle Creek:

That the following are newly appointed members of the North Central Neighborhood Planning Council (NPC #2).

Name	Address	Term Expires
Shanay Settles	51 Baldwin Ave. E	12/4/2026
Angela Broadus	39 Bowen Ave.	12/4/2026

Battle Creek City Commission
10/1/2024

Action Summary

Staff Member: Vanessa Hernandez, Community Development Specialist

Department: Community Development

SUMMARY

A Resolution appointing two new members to the North Central Neighborhood Planning Council (NPC #2), Shanay Settles and Angele Broadus.

BUDGETARY CONSIDERATIONS

None.

HISTORY, BACKGROUND and DISCUSSION

The City Commission is the appointing authority for Neighborhood Planning Council pursuant to Resolution #423, dated November 20, 1979; it appoints based on the recommendations of the individual Neighborhood Planning Council. Any person having demonstrable or substantial interest within the

defined boundaries of the council area may be appointed upon recommendation by said council.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
☐ NPC_2_term_list.pdf	NPC #2 Term List

NPC 2 - North Central Neighborhood Planning Council

Name	Address	City	State	Zip	Term Expires
Lynn Ward Gray	245 Irving Park Dr	Battle Creek	MI	49037	12/4/2024
Samuel Gray	245 Irving Park Dr	Battle Creek	MI	49037	12/4/2024
Faith Temple COGIC (Pastor Joe Hopper)	382 North Washington	Battle Creek	MI	49037	12/4/2024
Prentice J Thompson	35 W Goodale Ave	Battle Creek	MI	49037	12/4/2024
Ron Sweet	360 Champion St	Battle Creek	MI	49037	12/4/2024
Church of Scientology (Jeff Breedlove- Secretary)	31 North Washington Ave	Battle Creek	MI	49037	12/4/2024
Frank Drury	14 Spartan Dr	Battle Creek	MI	49037	12/4/2024
Larz Martin-Bey - Vice Chair	79 Jordan St	Battle Creek	MI	49037	12/4/2024
Bettie Robertson	125 East Northside Dr	Battle Creek	MI	49037	12/4/2024
Karen Todd	135 Irving Park Dr	Battle Creek	MI	49037	12/4/2024
Pastor Monique French - Chair	153 Wood St	Battle Creek	MI	49037	12/4/2024
Neighborhood Inc. of Battle Creek (Whitney Wardell)	47 N Washington Ave.	Battle Creek	MI	49037	12/4/2024
Mary Bourgeois	231 Springview Dr. Apt 709	Battle Creek	MI	49037	12/4/2027
Patricia Martin	97 Redner Ave.	Battle Creek	MI	49037	12/4/2027
Cynthia Wyatt	74 W Northside Dr.	Battle Creek	MI	49037	12/4/2027



Resolution NO. 559

A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Parks Improvement project from Hoffman Bros. Inc., in an estimated amount of \$366,811.57, with unit prices prevailing.

BATTLE CREEK, MICHIGAN - 10/1/2024

Resolved by the Commission of the City of Battle Creek:

That the lowest responsive, responsible bid for 2024 Parks Improvement project is accepted from Hoffman Bros. Inc., in an estimated amount of \$366,811.57, with unit prices prevailing. The City Manager is authorized to execute Contract No. 2025-020B, which will be paid from:

- 223.50.1358.801.010 STR WO 3004 – \$318,008.14 (ARPA)
- 223.50.1358.801.010 STR WO 3002 – \$39,141.43 (ARPA)
- 223.50.1358.801.010 STR WO 3001 – \$2,847.50 (ARPA)
- 223.50.1358.801.010 STR WO 3007 – \$1,919.50 (ARPA)
- 101.22.4560.801.010 - \$3,865.00
- 101.22.4565.801.010 - \$1,030.00

The City Manager or her designee is also authorized to approve change orders for up to 10% in aggregate for City-initiated and pre-approved changes for unforeseen field conditions that are not itemized in the contract.

Battle Creek City Commission
10/1/2024

Action Summary

Staff Member: Chris Huff, Purchasing Agent

Department: Purchasing

SUMMARY

A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Parks Improvement project from Hoffman Bros. Inc., in an estimated amount of \$366,811.57, with unit prices prevailing.

BUDGETARY CONSIDERATIONS

This project is substantially funded by ARPA.

HISTORY, BACKGROUND and DISCUSSION

The solicitation was issued August 26, 2024, for the above-mentioned project. This project consists of improvements to sections of the Linear Park on the west side of Battle Creek, including cutting out roots and overlaying sections, and full removal and replacement of HMA in other sections. This project also includes removal and replacement of basketball court at Post Park and parking lot/basketball court striping at various park locations in Battle Creek.

Copies of the IFB were provided to all contractors and construction plan houses registered in our online vendor registration system. Construction companies and the trades subscribe to planhouses to be aware of all jobs being bid around the region. In addition, an advertisement was placed on the City's website and the Battle Creek Shopper.

As with all construction projects over \$50,000, this is a prevailing wage job. All standard contract protections are in place.

Bid responses were due on September 17, 2024, and they were submitted to our online secure website, and read aloud via Zoom.

A bid tabulation is attached.

The bids were reviewed by our Engineering Division. A recommendation was made to accept the lowest, responsive, responsible bid from the above-mentioned company. I concur with the department's recommendation that contract award to this firm would be in the best interest of the City of Battle Creek.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
☐ 2025-020B_2024_Parks_Improvements_Project.pdf	Bid tabulation
☐ Draft_contract.pdf	Draft contract
☐ 2025-020B_2024_Parks_Improvement_Project_part_1_of_2.docx	Invitation for Bid
☐ 2025-020B_Bid_Package_Drawings_and_specs_part_2_of_2.pdf	Drawings
☐ STANDARD_CONTRACT_PROTECTIONS.docx	Standard contract protections
☐ 2024_Purchasing_Memo_-_Parks_Revised.pdf	Everson Memo Field Services

Bid Comparison

Contract ID: 2025-020B Parks

Description:

Location:

Projects(s): ARPA, Parking Lot Striping

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$518,751.50	41.42%	0.00%
1	(00134) Hoffman Bros., Inc.	\$366,811.57	0.00%	-29.28%
2	(00779) Hunter-Prell Company	\$392,802.48	7.08%	-24.27%
3	(02539) Xact Excavating LLC	\$518,642.45	41.39%	-0.02%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Hoffman Bros., Inc.		(2) Hunter-Prell Company	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1100001 Mobilization, Max 10%	1	LSUM	\$47,159.00	\$47,159.00	\$36,000.00	\$36,000.00	\$35,000.00	\$35,000.00
0002	2047011 _ Pavt, Rem, Path, Modified	2,778	Syd	\$15.00	\$41,670.00	\$4.95	\$13,751.10	\$8.00	\$22,224.00
0003	2050016 Excavation, Earth	463	Cyd	\$25.00	\$11,575.00	\$23.08	\$10,686.04	\$18.00	\$8,334.00

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Hoffman Bros., Inc.		(2) Hunter-Prell Company	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0004	2080036 Erosion Control, Silt Fence	2,500	Ft	\$2.50	\$6,250.00	\$4.00	\$10,000.00	\$3.00	\$7,500.00
0005	2090001 Project Cleanup	1	LSUM	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
0006	5010002 Cold Milling HMA Surface	1,385	Syd	\$1.50	\$2,077.50	\$4.95	\$6,855.75	\$2.00	\$2,770.00
0007	5010008 Pavt for Butt Joints, Rem	200	Syd	\$20.00	\$4,000.00	\$5.00	\$1,000.00	\$7.00	\$1,400.00
0008	5012024 HMA, 4EL Post Park	167	Ton	\$150.00	\$25,050.00	\$100.00	\$16,700.00	\$100.00	\$16,700.00
0009	8060011 Shared use Path, Aggregate, LM	550	Cyd	\$50.00	\$27,500.00	\$58.10	\$31,955.00	\$45.00	\$24,750.00
0010	8060030 Shared use Path, Grading	2,500	Ft	\$12.00	\$30,000.00	\$8.04	\$20,100.00	\$10.00	\$25,000.00
0011	8060040 Shared use Path, HMA 4EL	1,672	Ton	\$135.00	\$225,720.00	\$100.00	\$167,200.00	\$106.94	\$178,803.68
0012	8117050 _ Pavement Markings, Parking Lots and Basketball Courts, Anybodies	1	Ea	\$1,500.00	\$1,500.00	\$2,825.00	\$2,825.00	\$2,825.00	\$2,825.00
0013	8117050 _ Pavement Markings, Parking Lots and Basketball Courts, Fell	1	Ea	\$1,500.00	\$1,500.00	\$2,847.50	\$2,847.50	\$2,847.50	\$2,847.50
0014	8117050 _ Pavement Markings, Parking Lots and Basketball Courts, McCrea	1	Ea	\$1,500.00	\$1,500.00	\$1,919.50	\$1,919.50	\$1,919.50	\$1,919.50
0015	8117050 _ Pavement Markings, Parking Lots and Basketball Courts, Meachem	1	Ea	\$1,500.00	\$1,500.00	\$1,040.00	\$1,040.00	\$1,040.00	\$1,040.00
0016	8117050 _ Pavement Markings, Parking Lots and Basketball Courts, Post	1	Ea	\$3,000.00	\$3,000.00	\$4,768.00	\$4,768.00	\$4,678.00	\$4,678.00
0017	8117050 _ Pavement Markings, Parking Lots and Basketball Courts, Willard	1	Ea	\$1,500.00	\$1,500.00	\$1,030.00	\$1,030.00	\$1,030.00	\$1,030.00

Line	Pay Item Code	Quantity	Units	Description	(0) ENGINEER'S ESTIMATE		(1) Hoffman Bros., Inc.		(2) Hunter-Prell Company	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0018	8120035	50	Ea	Channelizing Device, 42 inch, Fluorescent, Furn	\$15.00	\$750.00	\$14.00	\$700.00	\$25.00	\$1,250.00
0019	8120036	50	Ea	Channelizing Device, 42 inch, Fluorescent, Oper	\$2.00	\$100.00	\$1.40	\$70.00	\$5.00	\$250.00
0020	8157050	4	Ea	_ Bench	\$2,000.00	\$8,000.00	\$1,980.80	\$7,923.20	\$3,000.00	\$12,000.00
0021	8157050	4	Ea	_ Trash Receptacle	\$600.00	\$2,400.00	\$623.87	\$2,495.48	\$1,120.20	\$4,480.80
0022	8162001	5,500	Syd	Slope Restoration, Non-Freeway, Type A	\$12.00	\$66,000.00	\$3.99	\$21,945.00	\$6.00	\$33,000.00
Bid Totals:						\$518,751.50		\$366,811.57		\$392,802.48

Line	Pay Item Code	Quantity	Units	(3) Xact Excavating LLC		Bid Price	Total	Bid Price	Total	Bid Price	Total
				Bid Price	Total						
0001	1100001	1	LSUM	\$50,000.00	\$50,000.00			\$0.00			\$0.00
	Mobilization, Max 10%										
0002	2047011	2,778	Syd	\$14.00	\$38,892.00			\$0.00			\$0.00
	_ Pavt, Rem, Path, Modified										
0003	2050016	463	Cyd	\$38.00	\$17,594.00			\$0.00			\$0.00
	Excavation, Earth										
0004	2080036	2,500	Ft	\$7.00	\$17,500.00			\$0.00			\$0.00
	Erosion Control, Silt Fence										
0005	2090001	1	LSUM	\$10,000.00	\$10,000.00			\$0.00			\$0.00
	Project Cleanup										
0006	5010002	1,385	Syd	\$5.00	\$6,925.00			\$0.00			\$0.00
	Cold Milling HMA Surface										
0007	5010008	200	Syd	\$10.00	\$2,000.00			\$0.00			\$0.00
	Pavt for Butt Joints, Rem										
0008	5012024	167	Ton	\$143.91	\$24,032.97			\$0.00			\$0.00
	HMA, 4EL Post Park										
0009	8060011	550	Cyd	\$45.00	\$24,750.00			\$0.00			\$0.00
	Shared use Path, Aggregate, LM										
0010	8060030	2,500	Ft	\$15.00	\$37,500.00			\$0.00			\$0.00
	Shared use Path, Grading										
0011	8060040	1,672	Ton	\$115.34	\$192,848.48			\$0.00			\$0.00
	Shared use Path, HMA 4EL										
0012	8117050	1	Ea	\$3,400.00	\$3,400.00			\$0.00			\$0.00
	_ Pavement Markings, Parking Lots and Basketball Courts, Anybodies										
0013	8117050	1	Ea	\$3,400.00	\$3,400.00			\$0.00			\$0.00
	_ Pavement Markings, Parking Lots and Basketball Courts, Fell										
0014	8117050	1	Ea	\$2,300.00	\$2,300.00			\$0.00			\$0.00
	_ Pavement Markings, Parking Lots and Basketball Courts, McCrea										
0015	8117050	1	Ea	\$1,300.00	\$1,300.00			\$0.00			\$0.00
	_ Pavement Markings, Parking Lots and Basketball Courts, Meachem										

Line	Pay Item Code	Quantity	Units	(3) Xact Excavating LLC		Bid Price	Total	Bid Price	Total	Bid Price	Total
				Bid Price	Total						
0016	8117050	1	Ea	\$5,800.00	\$5,800.00			\$0.00		\$0.00	
_ Pavement Markings, Parking Lots and Basketball Courts, Post											
0017	8117050	1	Ea	\$1,600.00	\$1,600.00			\$0.00		\$0.00	
_ Pavement Markings, Parking Lots and Basketball Courts, Willard											
0018	8120035	50	Ea	\$20.00	\$1,000.00			\$0.00		\$0.00	
Channelizing Device, 42 inch, Fluorescent, Furn											
0019	8120036	50	Ea	\$20.00	\$1,000.00			\$0.00		\$0.00	
Channelizing Device, 42 inch, Fluorescent, Oper											
0020	8157050	4	Ea	\$5,100.00	\$20,400.00			\$0.00		\$0.00	
_ Bench											
0021	8157050	4	Ea	\$3,100.00	\$12,400.00			\$0.00		\$0.00	
_ Trash Receptacle											
0022	8162001	5,500	Syd	\$8.00	\$44,000.00			\$0.00		\$0.00	
Slope Restoration, Non-Freeway, Type A											
Bid Totals:				\$518,642.45							

CONTRACT FORM
CONTRACT NO. 2025-020B

THIS AGREEMENT, made and entered into this 2nd day of October, **2024**, by and between Hoffman Bros. Inc. hereinafter called the "Contractor" and the City of Battle Creek, hereinafter called the "Owner."

In consideration for the mutual covenants hereinafter stated, the parties agree for themselves, their personal representatives, successors, assigns as follows:

I. The Contractor promises and agrees, for 2024 Parks Improvement project, this project consists of, but is not limited to, improvements to sections of the Linear Park on the west side of Battle Creek, including cutting out roots and overlaying sections, and full removal and replacement of HMA in other sections. This project also includes removal and replacement of basketball court at Post Park and parking lot/basketball court striping at various park locations in Battle Creek.

A. To furnish all materials, construction water, equipment, tools, dewatering devices, skill and labor of every description necessary or reasonable incidental to carrying forth and completing in good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the true intent of the NOTICE TO BIDDERS, SPECIAL INSTRUCTIONS, GENERAL INSTRUCTIONS, INVITATION FOR BID, SPECIAL CONDITIONS, GENERAL CONDITIONS, AGREEMENT, BONDS, GENERAL SPECIFICATIONS, CONTRACTOR'S BID and Project Specifications, and other contract documents and addenda thereto, which are hereby made a part hereof as fully and to the same effect as though they had been set forth at length herein.

B. To commence work under this contract on or before a date to be specified by the owner in a written Notice to Proceed and complete the project by the date specified in the Invitation for Bid.

C. Requirements for a specific trade or contract will generally be described in that portion of the specifications or drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. The Contractor will be held responsible for having carefully examined all drawings and read all requirements of the specifications and all Contract Documents to avoid omissions or duplications and to insure a complete job.

D. The Contractor must be fully informed about conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this contract.

E. Any claim by the Contractor of an inability to meet any requirement set forth in the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time their Bid was submitted, and specific provision is made for such claim in the Agreement between Owner and Contractor (Bid and Agreement).

F. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

G. NON-DISCRIMINATION CLAUSE: The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to

hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).

II. The Owner promises and agrees:

A. To pay the Contractor for said work when completed in accordance with the provisions of these contract documents, and for the contract sum of:

Three hundred, sixty-six thousand, eight hundred eleven dollars and 57/100 (\$366,811.57). Payment for work is subject to additions provided therein and for the authorized work complete in place and accepted by the Owner or its authorized representatives.

III. It is further understood and agreed between the parties hereto as follows:

A. The said work is to be done in accordance with the laws of the State of Michigan to the entire satisfaction and approval of the Owner or its duly authorized representatives.

B. The decision of said Owner's authorized representative upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

C. If, at any time after the execution of the Agreement and the Bond for its faithful performance, the Owner shall deem the surety or sureties then upon said bond to be unsatisfactory or, if, for any reason said bond shall cease to be adequate security for the performance of the work, the Contractor shall, at their expense, within fifteen (15) calendar days after receipt of written notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

D. VENUE: Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

E. GOVERNING LAW: This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current

status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, the day and year first above written.

STATE OF MICHIGAN)
) ss
COUNTY OF CALHOUN)

In the Presence of:

Notary Public

SIGNED, SEALED, AND
EXECUTED BY CONTRACTOR:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov):

By: _____

Title: _____

SIGNED, SEALED, & EXECUTED
BY CITY OF BATTLE CREEK

City Manager

PERFORMANCE BOND

Let it be known that _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Battle Creek in the sum of _____ dollars and _____/100 (\$ _____) for the payment of which sum of money to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly as required by written contract.

WHEREAS, the Principal has entered into a certain written contract dated the _____ day of _____, 20____ for the _____ complete, as described in the foregoing Bid and Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and truly keep and perform the said contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said contract, and shall defend, indemnify and save harmless said City of Battle Creek against any liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agreed that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

PRINCIPAL ATTEST:

Principal Business Name

Principal Secretary Signature & Seal

Address

Principal Secretary Printed Name

City, State, Zip

Witness of Principal

SURETY ATTEST:

Surety Business Name

BY: _____
Attorney-in-Fact Signature & Seal

Address

Attorney-in-Fact Printed Name

City, State, Zip

LABOR AND MATERIALS BOND

Let it be known that, that we, the undersigned, _____, hereinafter called the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____, hereinafter called the "Surety," are held and firmly bound unto the City of Battle Creek, hereinafter called the "Owner," for use of any and every person, co-partnership, association or corporation interested in sum of _____ dollars and _____/100 (\$ _____), to be paid to the said obligees or its or their assigns, to which payment be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our respective seals and dated this ____ day of _____, 20____.

WHEREAS, the above bounded _____, Principal, has entered into a contract with the City of Battle Creek.

Dated the _____ day of _____, 20____, for the _____.

NOW, THEREFORE, THE CONDITION OF THIS CONDITION IS SUCH, that if the above bounded Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void; otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid therefore may sue in assumption on this bond in the name of the Owner for their use prosecute the same to final judgment for such sum or sums as may be justly due to them, and have execution thereon, provided, however, that the Owner shall not be liable for payment of any costs or expenses of any such suit.

IT IS FURTHER AGREED, that any alterations that may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner or any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and Surety or Sureties or either or any of them their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under the seal and day and year first above written.

ATTEST:

(Seal)

Principal

BY: _____

Surety

ATTEST

BY: _____
Attorney-in-Fact

(SEAL)



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**CITY OF BATTLE CREEK, MICHIGAN
 NOTICE OF INVITATION FOR BIDS
 2024 Parks Improvement Project
 IFB #2025-020B**

IFB DUE DATE and TIME: September 17, 2024 at 3:00 pm local time **BIDS MUST BE SUBMITTED ELECTRONICALLY.**

BID SUBMITTAL: Bids must be submitted electronically as ONE PDF. **DO NOT EMAIL BIDS.** Submittal at: <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> then follow the link for Bids and Proposals Solicitations, which will take you to the VendorRegistry page. You may also email purchasing@battlecreekmi.gov for links. Click on the notice for this project, then click submit bid. You must be a registered vendor (quick and no charge) in order to submit a bid. You may withdraw your bid at any time before the due date/time. To withdraw your electronic bid, click “submit bid” again and you will see the link to withdraw. All bids will be publicly opened and read aloud via Zoom, details listed in IFB in VendorRegistry. Upload your bid and bonds TOGETHER as ONE PDF (not multiple uploads).

PROJECT DESCRIPTION: The City of Battle Creek will accept sealed bids for the 2024 Parks Improvement project. This project consists of, but is not limited to, improvements to sections of the Linear Park on the west side of Battle Creek, including cutting out roots and overlaying sections, and full removal and replacement of HMA in other sections. This project also includes removal and replacement of basketball court at Post Park and parking lot/basketball court striping at various park locations in Battle Creek.

<p>PRE-BID CONFERENCE: N/A</p>	<p>PLANHOLDERS LIST: https://vrapp.vendorregistry.com/Vendor/Selection/Subscription/Selection?buyerSource=battle-creek-mi-vendor-registration</p>
<p>TECHNICAL QUESTIONS OR SITE VISITATION: Melissa Whitcomb 269-966-3343 mwhitcomb@battlecreekmi.gov</p>	<p>PREVAILING WAGES: Required for this project. See attached wage rates at the end of this document. Contractor shall abide by all the requirements set forth in Section 208.09, PREVAILING WAGES ON CITY PROJECTS, of the City’s Administrative Code.</p>
<p>BID SUBMITTAL QUESTIONS: Email: Purchasing@battlecreekmi.gov</p>	<p>FUNDING: This project has federal funding.</p>
<p>BID VALID: Bids may be withdrawn up to the time and date of the bid opening. After the bid opening, bids may not be withdrawn for a period of ninety 90 days thereafter. The City of Battle Creek reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.</p>	<p>IFB ISSUE DATE: August 26, 2024</p>
<p>BID BOND: Each bid must be accompanied by a standard form bid bond, made payable to the City of Battle Creek, in an amount of not less than five (5%) percent of the base bid submitted. Failure of any accepted bidder to enter into a contract for the work will cause forfeit of the bid security. We do not accept certified checks in lieu of bid bond.</p>	<p>ADDENDA: Each addendum will be on file in the Office of the Purchasing Agent. To the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder’s responsibility to make inquiry as to addenda issued. All such addenda shall become a binding part of the contract.</p> <p>PERFORMANCE/LABOR/MATERIALS BONDS: The accepted bidder will be required to furnish a satisfactory performance bond and labor/materials payment bond, each in an amount equal to 100% of the contract and insurance certificate upon forms acceptable to the City.</p>

NOTICE TO BIDDERS

1. BID SUBMISSION:

- A. Bids must be submitted in complete original form submitted through our secure online portal by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations or email purchasing@battlecreekmi.gov for links.
- B. Bids will be accepted via the method listed until the time and date specified herein, and immediately after will be publicly opened and read aloud electronically, and the link will be published with the solicitation, or you may email purchasing@battlecreekmi.gov for the online link if you want to attend. The prevailing clock shall be VendorRegistry.com.
- C. Late bids will not be accepted and the online system will automatically shut off at exactly the specified time.
- D. All bids submitted in response to this invitation shall become the property of the City and be a matter of public record available for review.

2. PREPARATION OF BIDS:

- A. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed by the bidder.
- B. The bid shall be legally signed on the OFFER TO CONTRACT page and the complete address of the bidder given thereon.
- C. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices

3. SIGNATURES: All bids, notifications, claims and statements must be signed by an individual authorized to bind the bidder.

- (a.) CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
- (b.) PARTNERSHIPS: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If all partners sign bid no authorization is needed.

4. REJECTION OR WITHDRAWAL: Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid nonresponsive and may result in bid rejection. The City reserves the right to reject any or all bids and to waive any informalities and minor irregularities defects in bids. Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date and time.

5. AWARD: The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. Unless otherwise specified in this IFB, the City reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the City. Any bidder who is in default to the City at the time of submittal of the bid shall have their bid rejected. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected.

In evaluating bids, the City of Battle Creek shall consider the qualifications of the bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the City may conduct such investigations as the City deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications and financial ability of the bidders to fulfill the contract.

6. CONTRACT: A response to an IFB is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's IFB. Bids do not become contracts unless and until they are executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB addendum or amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

7. BID RESULTS: A bid tabulation will be posted on the City's website and will also be on file and available for review after contract award in the Purchasing Department.

8. CHANGES AND ADDENDA TO BID DOCUMENTS: Each change or addendum issued in relation to this bid document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be

mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent.

- 9. SPECIFICATIONS:** Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the City's applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types of materials, equipment and supplies. However, the City does reserve the right to specify a sole brand, with no brand substitutions allowed. The bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The City reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted bid price. Contractors are strongly encouraged to not submit anything with their bid that is not specifically requested in this solicitation.
- 10. DELIVERY:** Bids shall include all charges for mobilization, delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.
- 11. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).
- 12. CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.
- 13. PURCHASE ORDER:** The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent as evidenced by a purchase order.
- 14. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, bidder certifies:

 - A The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.
 - D. The bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, Kickbacks from Public Employees.
- 15. DEFINITIONS:**
"CITY" - The City of Battle Creek.
"CITY UNIT" - The department of the City that intends to use the resulting contract.
"CONTRACTOR" - The bidder whose proposal is accepted by the City.

SECTION I - SPECIAL INFORMATION FOR BIDDERS

1. General Contract Specification

All sections contained or referenced in this Invitation for Bid shall become a material part of the contract.

2. Order Of Precedence

The plans and specifications shall be considered to be one complete document and what is called for in one shall be considered as being called for in all. In the event that there is a conflict between the parts, the following order of precedence shall govern:

- Addenda to bidding documents
- The Contract Drawings
- The Contract Special Provisions
- The Contract Special Instructions
- The Contract Special Conditions
- The Contract Specifications

3. Registration Requirements for Contractors

All bidders, including General Contractors and Specialty Contractors, shall hold or obtain such Contractors or Business Licenses as required State and Local statutes.

4. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

5. Unit Price

When the Bid for the work is to be submitted on a unit price basis, unit price Bids will be accepted on all items of work set forth in the Bid, except those designated to be paid for as a lump sum. The estimated of quantities of work to be done is tabulated in the Bid and although stated with as much accuracy as possible, are approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents. Unit prices will prevail in event of discrepancy and in bid tabulations.

6. Liquidated Damages

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Unless otherwise provided in the Special Conditions, the Contractor will pay to the City for the liquidated damages and not as penalty **eight hundred dollars (\$800.00)** for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any Contractor will pay the City for the liquidated damages herein before mentioned are in lieu of the actual damages arising from such breaches of this contract; which said sums the City shall have the right to deduct from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation or damages for nonperformance of this Contract at the time stipulated herein and provided for. The attention of bidders is directed to the provisions and the General Conditions of contract requiring the Contractor to pay for all excess cost of field engineering and inspection as therein defined.

7. Listing of Subcontractors

Failure to list subcontractors and major suppliers, where feasible, may be cause for rejection of the Bidder's Bid as non-responsive.

8. Non-collusion:

By signing the Offer to Contract, the bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly entered into any arrangement or agreement with any other bidder or with any public officer of such City of Battle Creek, Michigan, whereby such affidavit or affiants or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affidavit or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

9. Contractor's Insurance

- a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of the insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from all operations under this Contract. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workers' Compensation:	\$ 100,000 or statutory limit
Commercial General Liability: Bodily Injury	\$1,000,000 each occurrence
(including XCU if appropriate) Property Damage	\$1,000,000 each occurrence
	or Combined Single Limit \$2,000,000
Automobile Liability: Bodily Injury	\$ 300,000 each person
	Liability \$ 500,000 each occurrence
	Property Damage \$ 500,000
	or Combined Single Limit \$ 500,000

The City of Battle Creek shall be listed as an **additional insured on general liability coverage**, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, 10 N. Division, Suite 216, Battle Creek, MI 49014.

10. Vendor Evaluation: Experience with the City shall be taken into consideration when evaluating responsibility of the vendor.
11. Permits: Contractor shall secure all necessary permits to complete the work as described in this IFB. **These costs shall be included in the bid price.**
12. Bid Protest Procedure: Protests about the bid procedure must be in writing. This written protest must be received by the City of Battle Creek, located at 10 N. Division, Suite 216, Battle Creek, MI 49014. This written protest must be received by the City no later than ten (10) working days after notification to all bidders of the contract award decision. The City of Battle Creek must issue its written decision no more than ten (10) business days from the day the written protest was received.

If a protester thinks that the City of Battle Creek has not followed these protest procedures, the protester has ten (10) business days from the alleged infraction to file a subsequent protest with the City of Battle Creek City Manager or federal granting agency if applicable.
13. FEDERAL TERMS AND CONDITIONS
For federally funded projects, federal terms and conditions are hereby incorporated as a material part of this contract. In cases of conflict between terms in this agreement, the federal terms shall prevail.
14. OTHER FEDERAL COMPLIANCE: Contractor shall comply with Copeland Anti-kickback Act (18 U.S.C. 874); Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 USC 40 USC 3701-3708); Section 306 of the Clean Air Act (42 USC 7602, Air Pollution Prevention and Control); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
15. RECORD ACCESS: Contract shall grant access, if requested, by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor that are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions for federally funded projects.
16. RECORD RETENTION: Contractor shall retain all required records for three years after final payments and all other pending matters are closed.
17. CLEAN AIR ACT: Contractor shall comply with all applicable standards, orders, or requirements issued under Clean Air Act (42 U. S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. For federally funded contracts and subcontracts of amounts in excess of \$100,000 the contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).
18. ENERGY EFFICIENCY: Contractor shall maintain mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors who bid for an award of \$100,000 or more for a federally funded project certify by signing the Offer to Contract that they have or will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20. Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

21. Contract Work Hours and Safety Standards Act: all federally funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Clean Air Act for federally funded contracts in excess of \$150,000: Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The City will report violations to the Regional Office of the Environmental Protection Agency (EPA).

23. Davis-Bacon Act: as amended (40 U.S.C. 3141-3148): Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination as included in this Invitation for Bid. Contractors shall pay wages not less than once a week. Contractor shall not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled.

24. Build America Buy America section 70914 of Public Law No. 117-58, §§ 70901-52. By signing the Offer to Contract, contractor certifies that any iron and steel, manufactured products, and construction materials used and become permanently a part of infrastructure must be produced in the United States if the contract value is \$10,000 or more for a federally funded project.

TERMS AND CONDITIONS

1. **ACCIDENT PREVENTION:** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all the damages to persons or property either on or off the site, which occur as a result of the contractor's fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and OSHA standards shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the city may determine to be reasonably necessary.
2. **CONFLICTS AND OMISSIONS:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. The City's decision shall be final.
3. **WORKING CONDITIONS:** The contractor shall conduct all work in accordance with all regulations governing the City Unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of the City Unit. Materials, tools, etc., shall be confined so as not to unduly encumber the premises.
4. **PRIOR EXAMINATION:** Contractor shall be familiar with local conditions affecting the job prior to submitting the bid. Contractor shall take their own measurements and be responsible for the correctness of same. Contractor shall be held to have made such examinations and no allowances will be made in their behalf by reason of error or omission on their part. If any part of the Contractor's work depends for proper results upon existing work or the work of another contractor, the Contractor, before commencing work, shall notify the Director in writing of any defects that will affect the results.
5. **OTHER CONTRACTS:** The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate their work with the work of such other contractors. The City shall not be liable for any damages or increased costs occasioned by the failure of other contractors or sub-contractors to execute their work as may be anticipated by these documents.
6. **INSPECTION:** Contractor shall at all times permit and facilitate inspection of the work by the City.
7. **CHANGES:** Contractor shall make changes in the contracted work only as ordered in writing by the City. The actual work performed under this contract may be increased 50% or decreased 25% from the approximate quantities set forth in the Schedule included herein. Work will be performed only based on written authorization from the City. The City reserves the right to include other similar projects in this contract over and above those mentioned in said tabulations within these limitations. If extra work orders are given in accordance with the provisions of this contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.
8. **GUARANTEE:** Contractor guarantees to remedy any defects due to faulty materials or workmanship, which appear in the work within one year from the date of final acceptance by the City.
9. **PROTECTION:** Contractor shall properly protect all new and existing structures from damage. Contractor shall comply with all safety rules and regulations as published by the Michigan Dept. of Labor, Bureau of Safety and Regulations.
10. **CLEAN-UP:** Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their waste, tools, equipment, staging and surplus materials from the structure and grounds used by the contractor and leave work clean and ready for use.
11. **SAFETY RULES:** Contractor shall perform all work under this contract in conformance with the State of Michigan general safety rules and regulations for the construction industry, as set out or authorized by the Michigan Occupational Safety and Health Act, Public Act 154 of 1974, as amended.
12. **CANCELLATION:**

This agreement may be terminated for reasons of convenience or default.

 - a) Termination for Convenience: The City of Battle Creek may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract

closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to or paid for by the City of Battle Creek, the Contractor will account for same, and dispose of it in the manner the City of Battle Creek directs.

- b) **Termination For Cause or Breach:** If the Contractor does not deliver the complete Project in accordance with this Agreement or if the Contractor fails to comply with any other provisions of the Agreement, The City of Battle Creek may terminate, revoke or rescind this Agreement for default. Termination, revocation or rescission shall be effected by serving notice on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for the portions of the Project furnished, accepted, and found in compliance with the terms and conditions of this Agreement.

If it is later determined by the City of Battle Creek that the Contractor has an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of, or are beyond the control of the Contractor. The City of Battle Creek, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Termination, revocation or recession of this Agreement for default shall not affect or impair any rights or claims of the City of Battle Creek to damages for breach of any covenants of this Agreement by the Contractor. Further, should the Contractor fail to comply with the conditions of the Agreement or fail to complete the specified work or furnish the specified services as stipulated in the Agreement, the City of Battle Creek reserves the right to purchase on the open market, or to complete the required work at the expense of the Contractor and to pursue all other recoveries available to the City of Battle Creek under Michigan law.

13. SUBCONTRACTORS: Bidders shall submit with the Bid any and all subcontractors to be associated with their bid, including the type of work to be performed. All subcontractors shall be bound by all of the terms, conditions and requirements of the bid/contract; however, the prime contractor shall be responsible for the performance of the total work requirements. Contractor must provide copies of licenses for subcontractors. No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and he will be held responsible for their work, which shall be subject to the provisions of the contract.

- The Contractor shall notify the Owner in writing of the names of all subcontractors he proposes to employ on the contract and shall not employ any subcontractors until the Owner's approval has been obtained.
- The Contractor agrees to be fully and directly responsible to the Owner for all acts and omissions of their subcontractors and of any other person employed directly or indirectly by the Contractor or subcontractors, and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- Nothing contained in this Contract Documents shall create any contractual relationship between any subcontractor and the Owner. It shall be further understood that the Owner will have no direct relations with any subcontractor. Any such necessary relations between Owner and subcontractor shall be handled by the Contractor.
- The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor, etc.) by all terms of the Contract Documents as far as applicable to the subcontractors' work unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

14. EMPLOYEES AND SUPERINTENDENCE: Contractor shall enforce good order among their employees and shall not employ on the work site any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to them. Contractor, or a competent person having authority to act for them, shall be at the work site at all times.

15. ASSIGNMENT OF CONTRACT: The Contract may not be assigned in whole or in part except upon the written consent of the Owner. Any assignment agreement shall be subject to review and approval by the Owner.

16. DEBARMENT & SUSPENSION: Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement

or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth in 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

17. DISPUTES

Except as otherwise provided in the Contract, any dispute concerning a questions of fact arising under the Contract that is not disposed of by agreement shall be decided by the City of Battle Creek's City Engineer who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the City Engineer shall be final, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute there under, the Contractor shall proceed diligently with the performance of the Contract and in accordance with City Engineer's decision.

This clause does not preclude consideration of law questions in connection with decision provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or board on a question of law.

18. SUPPLEMENTAL SCHEDULE OF UNIT PRICES FOR CONSTRUCTION CHANGES

Where the Proposal Form requires a lump sum bid for a particular item (or items) and further requires bidder to submit a supplemental schedule of Unit Prices for possible construction changes in such item(s), the Owner may if it considers such Unit Prices reasonable include these prices in the Construction Contract. If the Owner considers such Unit Prices as unreasonable he may omit same from the Construction Contract.

Rejection at any time of such Unit Prices for Construction Changes as stated in the Proposal shall not otherwise affect the balance of the Proposal or Construction Contract.

SECTION II – OFFER TO CONTRACT

DATE: _____

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

To: The City of Battle Creek, Michigan

The undersigned, as Bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; that they have carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda issued thereto; and Contractor proposes and agrees if this bid is accepted that they will contract with the City of Battle Creek, Michigan, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Battle Creek, Michigan, as therein set forth and to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that they will take in full payment therefore the sums set forth BELOW;

A bid must be made on each item with no qualifying statement(s). Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents. All specific cash allowances are included in the prices set forth below and have been computed in accordance with the Contract Documents.

2024 Parks Improvement Project 2025-02B AVAILABLE ON WEBSITE IN EXCEL Please submit Excel file along with printed copy of your bid

Item Code	Item Description	Unit	Quantity	Unit Price	Total
1100001	Mobilization, Max 10%	LSUM	1		
2047011	_Pavt, Rem, Path, Modified	Syd	2778		
2050016	Excavation, Earth	Cyd	463		
2080036	Erosion Control, Silt Fence	Ft	2500		
2090001	Project Cleanup	LSUM	1		
5010002	Cold Milling HMA Surface	Syd	1385		
5010008	Pavt for Butt Joints, Rem	Syd	200		
5012024	HMA, 4EL Post Park	Ton	167		
8060011	Shared use Path, Aggregate, LM	Cyd	550		
8060030	Shared use Path, Grading	Ft	2500		
8060040	Shared use Path, HMA 4EL	Ton	1672		
8117050	_Pavement Markings, Parking Lots and Basketball Courts, Post	Ea	1		
8117050	_Pavement Markings, Parking Lots and Basketball Courts, Fell	Ea	1		
8117050	_Pavement Markings, Parking Lots and Basketball Courts, McCrea	Ea	1		
8117050	_Pavement Markings, Parking Lots and Basketball Courts, Meachem	Ea	1		
8117050	_Pavement Markings, Parking Lots and Basketball Courts, Anybodies	Ea	1		
8117050	_Pavement Markings, Parking Lots and Basketball Courts, Willard	Ea	1		
8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	50		
8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	50		
8157050	_Bench	Ea	4		
8157050	_Trash Receptacle	Ea	4		
8162001	Slope Restoration, Non-Freeway, Type A	Syd	5500		
				GRAND TOTAL	\$

Acknowledgement of addenda: _____; _____; _____; _____; _____; _____

BID CONDITIONS

It is expressly understood and agreed that the total base bid as reflected on the attached Bidding Schedule is the basis for establishing the amount of the bid security on this bid and that this total base bid is not to be construed a Lump Sum Bid. It is further understood that quantities in the Bidding Schedule for unit price items are approximate only, and that payment of a contract will be made only on the actual quantities or work completed in place, measured on the basis defined in the General Provisions, Contract Specifications or other Contract Documents.

The undersigned has carefully checked the attached Bidding Schedule against the Contract Drawings and Specifications and other Contract Documents before preparing this Bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings, Specifications and other Contract Documents.

BID SECURITY

Accompanying this bid is a _____ in the amount of five percent (5%) or _____ Dollars (\$_____). The total amount of bid security is based on the total base bid of this Bid.

COMPLETION

If awarded a contract under this Bid, the undersigned agrees to start work at the site upon Notice to Proceed. The undersigned further agrees to complete the project by June 31, 2025.

LIQUIDATED DAMAGES

Liquidated damages of \$800.00 per calendar day will be assessed for failure to meet any deadline, as noted in the Project Specifications.

BIDDER'S SIGNATURE: Complete the applicable paragraph below.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

(a) Corporation

The bidder is a corporation organized and existing under the State of _____, which operates under the legal name of _____, and the full names of its officers are as follows:

President: _____
Secretary: _____
Treasurer: _____
Manager: _____

(b) Co-Partnership

The bidder is a co-partnership consisting of individual partners whose full names are as follows:

(c) Individual

The bidder is an individual whose full name is _____ and, if operating under a trade name, said trade name is _____.

NAME: _____
ADDRESS: _____
CITY & STATE: _____

THIS BID OFFERED BY:

SIGNATURE: _____

NAME: _____

PHONE: _____

EMAIL: _____

ADDRESS: _____

(SEAL)

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

County of _____

Commission Expires: _____

SECTION III - CONTRACTOR'S BID FORMS

THESE FORMS MUST BE RETURNED WITH THE BID

TABLE OF CONTENTS

CONTRACTOR'S BID BOND

CORPORATION CERTIFICATE

SUBCONTRACTOR AND DBE FORM

STATEMENT OF EXPERIENCE OF BIDDERS

CONTRACTOR'S BID BOND

We, _____, (hereinafter called the "Principal"), and _____ (hereinafter called the "Principal"), and _____ hereinafter called the "Surety"), a corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____ and authorized to do business in the State of Michigan, are held and firmly bound unto the City of Battle Creek (hereinafter called the "Owner"), in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment shall be made, the Principal and Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to complete this contract.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Bid and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract performance bond payable to the Owner, and in an amount of One Hundred Percent (100%) of the total contract price in the form and with security satisfactory to said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid _____ (Seal) Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

The Principal and Surety duly sign and seal on this __ day of _____, 20__.

Principal

Surety

By: _____
(Seal)

Countersigned: _____

By: _____

CERTIFICATE TO BE EXECUTED

IF

CONTRACTOR IS A CORPORATION

I, _____, certify that I am the _____ of the Corporation named as Contractor hereinabove; that _____ who signed the foregoing Agreement on behalf of the Contractor was then the _____ of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

SUBCONTRACTOR AND DBE FORM – submit with bid

I. YOUR FIRM'S BACKGROUND:

Is your firm an MBE (at least 51% minority ownership)? YES NO

Is your firm a WBE (at least 51% woman ownership)? YES NO

Are you subcontracting any part of this project? YES NO

II. SUBCONTRACTING INFORMATION: If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
			Y / N	Y / N	

STATEMENT OF EXPERIENCE OF BIDDER

The Bidder shall state below the work of similar magnitude or character that they have done, and shall give references that will enable the City of Battle Creek to judge their experience, skill and business standing and of their ability to conduct the work as completely and as rapidly as required under the terms of this contract.

PROJECT AND LOCATION

REFERENCES (include name and email)

SECTION IV - CONTRACTOR'S CONTRACT FORMS

THESE FORMS WILL BE REQUIRED FOR AWARD

CONTRACT FORM

PERFORMANCE BOND

LABOR AND MATERIAL BOND

CONTRACT FORM
CONTRACT NO. 2025-020B

THIS AGREEMENT, made and entered into this 2nd day of October, **2024**, by and between Hoffman Bros. Inc. hereinafter called the "Contractor" and the City of Battle Creek, hereinafter called the "Owner."

In consideration for the mutual covenants hereinafter stated, the parties agree for themselves, their personal representatives, successors, assigns as follows:

I. The Contractor promises and agrees, for 2024 Parks Improvement project, this project consists of, but is not limited to, improvements to sections of the Linear Park on the west side of Battle Creek, including cutting out roots and overlaying sections, and full removal and replacement of HMA in other sections. This project also includes removal and replacement of basketball court at Post Park and parking lot/basketball court striping at various park locations in Battle Creek.

A. To furnish all materials, construction water, equipment, tools, dewatering devices, skill and labor of every description necessary or reasonable incidental to carrying forth and completing in good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the true intent of the NOTICE TO BIDDERS, SPECIAL INSTRUCTIONS, GENERAL INSTRUCTIONS, INVITATION FOR BID, SPECIAL CONDITIONS, GENERAL CONDITIONS, AGREEMENT, BONDS, GENERAL SPECIFICATIONS, CONTRACTOR'S BID and Project Specifications, and other contract documents and addenda thereto, which are hereby made a part hereof as fully and to the same effect as though they had been set forth at length herein.

B. To commence work under this contract on or before a date to be specified by the owner in a written Notice to Proceed and complete the project by the date specified in the Invitation for Bid.

C. Requirements for a specific trade or contract will generally be described in that portion of the specifications or drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. The Contractor will be held responsible for having carefully examined all drawings and read all requirements of the specifications and all Contract Documents to avoid omissions or duplications and to insure a complete job.

D. The Contractor must be fully informed about conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this contract.

E. Any claim by the Contractor of an inability to meet any requirement set forth in the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time their Bid was submitted, and specific provision is made for such claim in the Agreement between Owner and Contractor (Bid and Agreement).

F. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

G. NON-DISCRIMINATION CLAUSE: The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to

hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).

II. The Owner promises and agrees:

A. To pay the Contractor for said work when completed in accordance with the provisions of these contract documents, and for the contract sum of:

Three hundred, sixty-six thousand, eight hundred eleven dollars and 57/100 (\$366,811.57). Payment for work is subject to additions provided therein and for the authorized work complete in place and accepted by the Owner or its authorized representatives.

III. It is further understood and agreed between the parties hereto as follows:

A. The said work is to be done in accordance with the laws of the State of Michigan to the entire satisfaction and approval of the Owner or its duly authorized representatives.

B. The decision of said Owner's authorized representative upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

C. If, at any time after the execution of the Agreement and the Bond for its faithful performance, the Owner shall deem the surety or sureties then upon said bond to be unsatisfactory or, if, for any reason said bond shall cease to be adequate security for the performance of the work, the Contractor shall, at their expense, within fifteen (15) calendar days after receipt of written notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

D. VENUE: Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

E. GOVERNING LAW: This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current

status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, the day and year first above written.

STATE OF MICHIGAN)
) ss
COUNTY OF CALHOUN)

In the Presence of:

Notary Public

SIGNED, SEALED, AND
EXECUTED BY CONTRACTOR:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov):

By: _____

Title: _____

SIGNED, SEALED, & EXECUTED
BY CITY OF BATTLE CREEK

City Manager

PERFORMANCE BOND

Let it be known that _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Battle Creek in the sum of _____ dollars and _____/100 (\$ _____) for the payment of which sum of money to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly as required by written contract.

WHEREAS, the Principal has entered into a certain written contract dated the _____ day of _____, 20____ for the _____ complete, as described in the foregoing Bid and Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and truly keep and perform the said contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said contract, and shall defend, indemnify and save harmless said City of Battle Creek against any liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agreed that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL ATTEST:

Principal Business Name

Principal Secretary Signature & Seal

Address

Principal Secretary Printed Name

City, State, Zip

Witness of Principal

SURETY ATTEST:

Surety Business Name

BY: _____
Attorney-in-Fact Signature & Seal

Address

Attorney-in-Fact Printed Name

City, State, Zip

LABOR AND MATERIALS BOND

Let it be known that, that we, the undersigned, _____, hereinafter called the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____, hereinafter called the "Surety," are held and firmly bound unto the City of Battle Creek, hereinafter called the "Owner," for use of any and every person, co-partnership, association or corporation interested in sum of _____ dollars and ____/100 (\$ _____), to be paid to the said obligees or its or their assigns, to which payment be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our respective seals and dated this ____ day of _____, 20____.

WHEREAS, the above bounded _____, Principal, has entered into a contract with the City of Battle Creek.

Dated the _____ day of _____, 20____, for the _____.

NOW, THEREFORE, THE CONDITION OF THIS CONDITION IS SUCH, that if the above bounded Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void; otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid therefore may sue in assumption on this bond in the name of the Owner for their use prosecute the same to final judgment for such sum or sums as may be justly due to them, and have execution thereon, provided, however, that the Owner shall not be liable for payment of any costs or expenses of any such suit.

IT IS FURTHER AGREED, that any alterations that may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner or any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and Surety or Sureties or either or any of them their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under the seal and day and year first above written.

ATTEST:

(Seal)

Principal

BY: _____

Surety

ATTEST

BY: _____
Attorney-in-Fact

(SEAL)

SECTION V - SPECIAL CONDITIONS

1. Supplementary Definitions: The following additional definitions supplement the definitions are provided:

(a) "Owner" or "City of Battle Creek" or "City" shall mean the City of Battle Creek, MI, acting through the City Commission or any other board official, or officials to which or whom the power belonging to the Commission shall, by virtue of any act or acts thereafter passed are held to appertain.

(b) "Engineer" shall mean the City Engineer, or other persons designated by the City acting directly or through authorized agents.

(c) "Contract Drawings" The drawings applicable to the work to be performed under this contract and that are referred to in this documents as the plans or as the contract drawings.

Whenever any word or expression defined in this paragraph, or pronoun used in its stead, occurs in these Contract Documents, it shall have, and is mutually understood to have, the meanings hereinafter given unless the context clearly indicates otherwise.

(a) "Contract Documents" or "Contract Document" shall mean and include all those documents listed and included under the definition of "Contract Documents" in these General Conditions.

(b) "Contract" or "Construction Contract" means and includes all of the Contract Documents, referred to in the General Conditions, covering the performance of the work and the furnishing of all labor, equipment, materials and other property required for the doing of the work, and covering the doing of all other things required by said Contract Document.

(c) "Instructions to Bidders" shall mean and include both the Special Instructions to Bidders and the General Instructions to Bidders which are bound herewith.

(d) "Conditions", "Contract Conditions" or "Conditions of Contract" shall mean both the Special Conditions of Contract and the General Conditions of Contract which are bound herewith.

(e) "General Conditions" or "General Conditions of Contract" shall mean and include those "General Conditions" which are bound herewith.

(f) "Owner" or "City of Battle Creek" or "City" shall mean the City of Battle Creek, Michigan, acting through the City Commission or any other board, official or officials to which or to whom the power belonging to the Commission shall by virtue of any act or acts thereafter passed are held to appertain.

(g) "Specifications" or "Contract Specifications" shall mean and include all those "Contract Specifications" which are bound herewith, and which are listed, mentioned or referred to in the Special Conditions of Contract in the paragraph entitled "Contract Specifications", and include but are not limited to "Project Specifications" and "General Specifications".

(h) "Contract Drawings" or "Plans" shall mean and include all drawings which have been prepared by or in behalf of the Owner, as a basis for proposals, when duly made a part of this Contract by incorporation or reference; all drawings submitted in pursuance of the terms of this Contract by the successful bidder with their proposal and by the Contractor to the Owner if and when approved by the Engineer; and all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for in the Contract.

(i) "Work" or "Project" shall mean and include the doing of all things required of the Contractor under the Contract Documents, including but not limited to the furnishing, construction and installation of all equipment, facilities and improvements therein mentioned, and the furnishing of all labor, materials, equipment, tools and other things necessary therefore, all as provided by the Contract Documents.

- (j) "Contractor" or "Construction Contractor" shall mean the party to whom the Contract for the work described in the Contract Documents has been awarded and who executes the Agreement for the doing of the work covered by the Contract.
- (k) "Subcontractor" shall mean a person, firm or corporation, other than the Contractor, supplying labor and materials, or labor only, at the site of the work.
- (l) "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer or by the Owner, limited to the particular duties entrusted to him or them.
- (m) "Date of Award" of Contract shall mean the date formal notice of such award, signed by the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown in their Proposal by some officer or agent of the Owner duly authorized to give such notice.
- (n) "Day" or "Days", unless herein otherwise expressly defined, shall mean working day or days.
- (o) "Where "as shown", "as indicated", and "as detailed", or words of similar import are used, it shall be understood that reference to the Contract Documents which are a part of the Contract Documents is made unless stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Engineer is intended unless stated otherwise. "Provide" shall be understood to mean "provide complete in place", that is, "furnish and install".
- (p) Equipment supplier means the manufacturer who fabricates and/or assembly units to make up a complete equipment item. It does not mean a subcontractor who purchases an item of equipment from a manufacturer.

2. Contract Documents Defined

A Contract Document consists of and includes the following:

- A. Volume
 - (a) Invitation For Bids
 - (b) Special Instructions to Bidders
 - (c) Proposal
 - (d) Special Conditions of Contract
 - (e) Agreement
 - (f) Contract Specifications including all documents, and papers included in or referred to in the foregoing.
 - (g) The Bonds and Insurance Certificates and Policies.

B. Volume II Contract Drawings

C. Addenda Any and all Addenda to the foregoing.

3. Abbreviations Used

Wherever abbreviations are used in this Contract Document, each such abbreviation shall have the following listed meaning:

- (a) Units of Measure
 - CY Cubic Yard
 - Ft. Feet
 - Lbs Pounds
 - M One Thousand
 - MFBM One Thousand Feet
 Board Measure
 - C Centigrade
 - F Fahrenheit
 - HP Horsepower
 - KVA Kilovolt Ampere

BTU British Thermal Unit

(b) Types and Units

PVC Polyvinyl Chloride
MJ Mechanical Joint
B & S Bell and Spigot
T & G Tongue and Groove
SS Single Strength
DS Double Strength
VC Vitrified Clay
RC Reinforced Concrete
MH Manhole
CB Catchbasin
ES Extra Strength

(c) Organizations and Publications

AASHTO American Association of State Highway and Transportations Officers
ACI American Concrete Institute
AGA American Gas Association
AIEE American Institute of Electrical Engineers
AISC American Institute of Steel Construction
AMCA Air Moving and Conditioning Association, Inc.
ASA American Standards Association, Inc.
ASCE American Society of Civil Engineers
ASHRAE American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME American Society of Mechanical Engineers
ASTM American Society for Testing and Materials
AWWA American Water Works Association
AWI Architectural Woodwork Institute
CS Commercial Standard - U.S. Department of Commerce
FSS Federal Supply Service
FM Factory Mutual Laboratories
IBR Institute of Boiler and Radiator Maintenance
MDOT MI Department of Transportation
MRDTI Metal Roof Deck Technical Inst.
MSS Manufacturers Standardization Society of The Valve and Fitting Industry
NBBPVI National Board of Boiler and Pressure Vessel Inspectors
NBFU National Board of Fire Underwriters
NCPWB National Certified Pipe Welding Bureau
NEC National Electrical Code
NEMA National Electrical Manufacturers Association
NFPA National Fire Protection Assoc.
NLMA National Lumber Manufacturers Association
PCA Portland Cement Association
UL Underwriters Laboratory
UBC Uniform Building Code

SECTION VI – PREVAILING WAGES

"General Decision Number: MI20240053 07/12/2024
Superseded General Decision Number: MI20230053
State: Michigan
Construction Type: Heavy
County: Calhoun County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

CITY OF BATTLE CREEK PURCHASING
 INVITATION FOR BID NO. 2025-020B

Modification Number	Publication Date
0	01/05/2024
1	07/05/2024
2	07/12/2024

CARP0525-006 06/01/2023

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 28.29	21.42

ELEC0445-007 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 35.97	24.49

ENGI0325-013 09/01/2023

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 39.27	25.25
GROUP 2.....	\$ 34.38	25.25
GROUP 3.....	\$ 33.88	25.25
GROUP 4.....	\$ 33.60	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

- GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)
- GROUP 2: Trencher (8-ft digging capacity and smaller)
- GROUP 3: Boom Truck (non-swinging, non- powered type boom)
- GROUP 4:: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

* ENGI0326-005 06/01/2024
 EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 41.28	25.25
GROUP 2.....	\$ 39.57	25.25
GROUP 3.....	\$ 39.57	25.25
GROUP 4.....	\$ 33.71	25.25

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Swing Boom Truck Operator over 12 tons-\$.50 per hour

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

- GROUP 1: Backhoe/Excavator; Boring Machine; Bulldozer; Grader/Blade; Loader; Roller; Scraper; Tractor; Trencher
- GROUP 2: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)
- GROUP 3: Boom truck (non-swinging)
- GROUP 4: Fork Truck (20' lift and under for masonry work)

* IRON0025-011 06/01/2024

	Rates	Fringes
IRONWORKER (REINFORCING).....	\$ 35.00	33.14
IRONWORKER (STRUCTURAL).....	\$ 35.55	33.14

 LABO0334-007 09/01/2022

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 22.42	12.95
(2) Mason Tender- Cement/Concrete.....	\$ 22.55	12.95
(4) Grade Checker.....	\$ 22.73	12.55
(5) Pipelayer.....	\$ 22.85	12.95
(7) Landscaper.....	\$ 18.41	12.95

 * LABO0334-012 06/01/2024

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 28.60	11.60
GROUP 2.....	\$ 26.34	11.60

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

 * LABO0355-010 06/01/2024

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Cement/Concrete.....	\$ 28.56	12.95
Pipelayer.....	\$ 20.34	12.85

 PAIN0312-014 06/12/2014

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 21.75	11.94
Spray.....	\$ 22.75	11.94

 PLAS0016-020 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.31	12.83

PLUM0333-007 06/01/2020

	Rates	Fringes
PLUMBER.....	\$ 38.79	23.08

 TEAM0007-011 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
Lowboy/Semi-Trailer Truck...\$	32.55	.75 + a+b
Tractor Haul Truck.....\$	32.30	.75 + a+b

FOOTNOTE:

- a. \$470.70 per week.
- b. \$68.70 daily.

 SUMI2010-051 11/09/2010

	Rates	Fringes
OPERATOR: Crane.....	\$ 25.26	5.00
TRUCK DRIVER: Dump Truck.....	\$ 18.00	6.43
TRUCK DRIVER: Off the Road Truck.....	\$ 20.82	3.69

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

=====
 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including
 preventive care; to assist a family member (or person who is
 like family to the employee) who is ill, injured, or has other
 health-related needs, including preventive care; or for reasons
 resulting from, or to assist a family member (or person who is
 like family to the employee) who is a victim of, domestic
 violence, sexual assault, or stalking. Additional information
 on contractor requirements and worker protections under the EO
 is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (iii)).

 The body of each wage determination lists the classification
 and wage rates that have been found to be prevailing for the
 cited type(s) of construction in the area covered by the wage
 determination. The classifications are listed in alphabetical
 order of ""identifiers"" that indicate whether the particular
 rate is a union rate (current union negotiated rate for local),
 a survey rate (weighted average rate) or a union average rate
 (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government

was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION"

SECTION VII - SPECIFICATIONS

*****Please see attached 2025-020B Bid Package*****

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PROJECT LOG

2024 Parks Improvement Project

PROJECT LOCATION AND DESCRIPTION

This project is located in City of Battle Creek. The project includes the following:

- Linear Path- Asphalt removal, replacement, and overlay in various locations represented in project standard details
- Post Park- Asphalt Basketball court removal and replacement
- Parking lot and Basketball court striping- Various locations represented in project standard details

All work on this project must be in compliance with 2020 MDOT Standard Specifications for Construction or the special provisions included in this project proposal.

Before beginning any construction operation that will substantially affect area businesses adjacent to the project site (such as business driveway closures, mailbox relocation, etc.), the Contractor will attempt to notify those residents and businesses affected. Notification may be verbal or by door hanger notices. Each business or residence may require issuing notifications more than once. The City will provide preprinted door hanger material to carry the Contractor's message. The responsibility for filling out the door hangers and distributing them rests with the Contractor. Payment for this work is included in the payments for other items of work.

PROJECT LOG

COBC Gun Range to Bedford Rd (South Side of Kalamazoo River)- 1.5" HMA Overlay & 2,500 Ft of spot path repair

- Pavt for Butt Joints, Rem- Syd
- Pavt, Rem, Path, Modified – 2,778 Syd
- Excavation, Earth – 463 Cyd
- Shared use Path, Aggregate, LM – 550 Cyd
- Shared use Path, Grading – 2,500 LFT
- Shared use Path, HMA 4EL- 1,297 Tons

Jackson St to Bedford Rd (South Side of Road)- 1.5" HMA Overlay

- Pavt for Butt Joints, Rem- 60 Syd
- Shared use Path, HMA 4EL- 375 Ton

Post Park Basketball Court- Full Removal and Replacement

- Cold Milling HMA Surface- 1385 Syd
- HMA, 4EL Post Park- 167 Ton

The EXACT limits of Pavement removal and limits of Overlaying on Linear Path will be determined in the field by the Engineer and will be marked with paint and discussed at the Preconstruction Meeting.

All work operations for each street will be from 7 a.m. to 7 p.m Monday-Saturday, with proper traffic control in place.

Unless otherwise specified, all asphalt joints at the construction limits will be butt joints. Butt joints will be used where herein specified or where directed by the Engineer in the field. Pavement removal for butt joints may be done by milling, saw-cutting, or other methods approved by the Engineer.

Parking lot and Basketball court striping shall be applied in accordance with the pavement marking schedule or drawing provided.

PROGRESS CLAUSE

Start work after contract is awarded. This will be the date designated as the starting date in the Detailed Progress Schedule. In no case, shall any work be commenced prior to receipt of formal notice of award by the department.

The completion date without acceptance for this project is May 31st, 2025.

The Project must be completed in its entirety including final site restoration and clean up on or before June 30th, 2025.

(Construction must be completed between the hours of 7:00 am. and 7:00 pm.)

Workdays are defined by Section 108.06 of the Michigan Department of Transportation 2020 Standard specifications for Construction. Please refer to our NTB regarding Holiday Traffic Safety Provisions.

The approved low bidder(s) for the work covered by this proposal will be required to participate in a pre-construction meeting with local agency owner and/or department representatives to work out a Detailed Progress Schedule. The schedule for this meeting will be set within one week after the approved low bidder is determined.

The City of Battle Creek will arrange the time and place for the meeting.

The Progress Schedule must include, as a minimum, the controlling work items for the completion of the project and the planned dates (or work day for a work day project) that these work items will be controlling operations. When specified in the bidding proposal, the open to traffic date, as well as the final project completion date must be included in the Detailed Progress Schedule.

If the bidding proposal specifies other controlling dates, these must also be included in the Progress Schedule.

MLW
08/19/2024

March 2018

THE CITY OF BATTLE CREEK
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS
FOR
ELECTRONIC DOCUMENTS

CEF/COBC

1 of 1

03-2018

a. Description. This project will utilize electronic distribution of plans and specifications. In order to distribute information about the project and any addendums, the bidder is required to contact the City of Battle Creek's Office of the Purchasing Agent to be added to the official bidder list at 269.966.3390.

THE CITY OF BATTLE CREEK
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS
FOR

Digitally Encrypted Electronic Signatures

ESC/COBC

1 of 1

rev: 01-18-2024

DESCRIPTION

All documents that require Contractor or subcontractor signatures or signed authorizations by the Contractor or subcontractor must be signed using a digitally encrypted electronic signature. All documents must be signed using the approved MDOT digital signature tool: OneSpan. Instructions on how to use MDOT's digitally encrypted electronic signature can be obtained at the following website. The website also provides support for users.

<http://www.michigan.gov/MDOT-esign>

Failure to submit documents utilizing the digitally encrypted electronic signature process will result in the documents being rejected by the Engineer and returned to the Contractor. No payment will be made for any affected work items until all required documents are received with validated digitally encrypted electronic signatures.

THE CITY OF BATTLE CREEK
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS
FOR
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

KRT/COBC

1 of 1

08-2006

a. Description. Before every construction operation that will substantially affect area residents and businesses adjacent to the project site, (such as driveway closures, mailbox relocation, etc.) the contractor will notify those residents and businesses affected.

Notification will be by door hanger notices. The City will provide preprinted door hanger material to carry the Contractor's message. The responsibility for filling out the door hangers and distributing them will be the Contractor's. Payment for this work will not be paid for separately, but payment will be considered as having been included in the contract unit prices bid for other contract items.

THE CITY OF BATTLE CREEK
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS
FOR
MDOT SPECIFICATIONS

CEF/COBC

1 of 1

12/2019

a. Description. All work completed within The City of Battle Creek must be done in accordance with the *2020 Standard Specifications for Construction* of the Michigan Department of Transportation and the following Special Provisions and Supplemental Specifications as included herein. The *2020 Standard Specifications for Construction* of the Michigan Department of Transportation will govern all technical specifications of this contract.

Project scope may include work on State Trunkline.

THE CITY OF BATTLE CREEK
ENGINEERING DEPARTMENT
NOTICE TO BIDDERS
FOR
STORMWATER REQUIREMENTS

TJM/COBC

1 of 2

02-2020

a. Description. The City of Battle Creek has a storm sewer system that is separate from its sanitary system. Storm water from the city's system drains directly to local waterways without typically being cleaned. The City of Battle Creek is subject to the requirements of the Phase II Storm Water Regulations (the "Phase II Regulations"), 33 USC 1251, et seq., published by the United States Environmental Protection Agency ("EPA") in the Federal Register on December 8, 1999. One of the requirements is to ensure that contractors performing work for the city be trained in illicit discharges and pollution prevention and good housekeeping. The following are the items each employee performing work for the City of Battle Creek must be trained on by his/her employer prior to work commencing.

b. General Requirements

- Block or add best management practices to storm drains in all construction or project areas prior to any work commencing.
- A Soil Erosion and Sedimentation Control (SESC) permit is required for all sites within 500 feet of a lake, stream, or county drain; or if a site disturbs more than one acre of land. Any sedimentation and erosion control practices shall be well defined and all expectations should be clarified in all projects.
- Clean or rinse all equipment in areas with a secure rinse pad or where wash water will not run off into storm drains or surface waters.
- Inspect equipment daily and repair any leaks. Use drip pans or absorbent materials to contain leaks until repairs are made.
- Implement spill control and clean-up practices for leaks and spills from fueling, oil, or use of hazardous materials. Never allow a spill to enter the storm drain system.
- Use the least hazardous material available for all projects. When the use of hazardous materials is necessary, ensure proper use, storage, and disposal of these materials.
- Protect and maintain as much natural vegetation as possible during the project by phasing the project.
- Properly dispose of all debris and excavated soil material – do not place near storm drains, rivers, streams, wetlands, or any environmentally sensitive areas.
- Minimize water use and control all storm water discharge where possible.
- Schedule activities for dry weather.

c. Illicit Discharges – all illicit discharges and illicit connections

- Illicit discharges means any discharge to, or seepage into, a separate storm sewer that is not composed entirely of storm water or uncontaminated groundwater. Illicit discharges include non-storm water discharges through pipes or other physical connections; the dumping of motor vehicle fluids, household hazardous wastes, domestic animal wastes, or leaf litter; the collection and intentional dumping of grass clippings or leaf litter; or unauthorized discharges of sewage, industrial waste,

restaurant wastes, or any other non-storm water waste directly into a separate storm sewer.

- Illicit connection means a physical connection to the municipal separate storm sewer system (MS4) that 1) primarily conveys illicit discharges into the municipal separate storm sewer system (MS4), or 2) is not authorized or permitted by the local authority.

d. Bridge and Stream Crossing

- Use suspended netting or tarps to capture paint, rust, paint-removing agents, or other materials to prevent discharge of materials to surface waters.
- Properly manage concrete slurry produced from diamond grinding, concrete sawing, or drilling activities using as little water as possible. Cover storm drains completely with filter fabric or plastic during the activity and contain the slurry using straw bales, sandbags, or gravel dams around the storm drains. Slurry management for diamond grinding can often be handled on site, such as reusing the solids from the grinding process while the water is infiltrated in the road right-of-way. For sawing and drilling activities, prevent wastewater from entering storm drains and surface by directing it to vegetated areas or vacuuming it for proper disposal.
- Do not use coal tar emulsions to seal asphalt surfaces

e. Managing Vegetated Properties

- Sweep grass clippings and leaves onto turf areas. Do not allow clippings or leaves to go into the City's municipal separate storm sewer system (MS4).
- The Manufactured Fertilizer Ordinance, Ordinance 13-07 – Chapter 650, must be adhered to should any project properties be fertilized.

THE CITY OF BATTLE CREEK
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS
FOR
UTILITY COORDINATION

MLW/COBC

1 of 1

REV:12-2023

a. Description. The contractor must cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the contractor must follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction

PUBLIC UTILITIES

The “Miss Dig” alert number is 800-482-7171. The following Public Utilities have facilities located within the Right-of-Way:

Company	AT&T	Consumers Energy	Semco Energy
Industry	Telephone	Electric	Gas
Street	2919 Millcork St	311 E. Michigan Ave	15851 Helmer Rd
City	Kalamazoo, MI, 49001	Battle Creek, MI, 49017	Battle Creek, MI, 49015
Phone	269-384-4472	517-374-2329	269-832-4903
Email	CD3249@att.com	Jacob.Chalut@cmsenergy.com	David.okley@semcoenergy.com
Representative	Carrie Demott	Jacob M. Chalut	David Okley
Company	Comcast	City of Battle Creek	City of Battle Creek
Industry	Cable/TV	Water	Sewer
Street	350 N 22 nd St	150 S Kendall	150 S Kendall St
City	Battle Creek, MI, 49015	Battle Creek, MI, 49037	Battle Creek, MI, 49037
Phone	248-972-7511	269-966-3343	269-966-3343
Email	CENHRT- MI_Comcast_Relo@comcast.com	mdmiller@battlecreekmi.gov	krtribbet@battlecreekmi.gov
Representative	Stephen Beck	Matt Miller	Kurt Tribbett
Company	City of Battle Creek	Metronet (CTS)	City of Battle Creek
Industry	Signs and Signals	Telephone and Cable	Engineering
Street	150 S Kendall St	13470 E Michigan	150 S Kendall St
City	Battle Creek, MI, 49037	Galesburg, MI, 49053	Battle Creek, MI, 49037
Phone	269-966-3343	616-239-9139	269-966-3343
Email	djcampbell@battlecreekmi.gov	Kirk.kimmel@metronet.com	jtgeering@battlecreekmi.gov
Representative	Darren Campbell	Kirk Kimmel	Jarret Geering

b. The owners of the existing service facilities that are within the grading or structure limits will move them, as shown on plans, to locations designated by the Engineer or will move them entirely from the Right-of-Way. Owners of Public Utilities will not be required by the City to move additional poles or structure in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor’s operations.

THE CITY OF BATTLE CREEK
ENGINEERING DEPARTMENT
NOTICE TO BIDDERS
FOR
GARBAGE/RECYCLING SERVICES

CEF/COBC

1 of 1

06-2021

a. Description. The City of Battle contracts with Republic Services to provide garbage and recycling services for its residents. Below is a link to an online map grouping certain areas of the city with their garbage and recycling service day of the week.

https://experience.arcgis.com/experience/655b27c0bf0b4712b1c9391ab2940faf/page/page_0/

It is the responsibility of the Contractor for scheduled work to include maintaining garbage and recycling service on their specified day of the week. In the event that Republic Services is unable to access a resident's garbage or recycling, the Contractor shall reimburse the resident for the cost of a callback service. Below is the Republic Services account manager if special consideration is required:

Kyle Orr, Division Manager
269.466.6289
korr@republicservices.com

THE CITY OF BATTLE CREEK
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS
FOR
Holiday Traffic Safety Provisions

ESC/COBC

1 of 1

February 2024

DESCRIPTION

Construction and maintenance activity must be coordinated in order that all construction projects are in satisfactory condition for traffic safety during the Memorial Day, Independence Day, and Labor Day holiday periods each year. In addition to specific contract provisions, all road and bridge construction and maintenance work will be suspended during the following holiday periods:

Construction Year	Memorial Day	Independence Day	Labor Day
2024	3:00 pm, Friday, 05/26/24 to 6:00 am, Tuesday, 05/28/24	3:00 pm, Wednesday, 07/03/24 to 6:00 am, Monday, 07/08/24	3:00 pm, Friday, 08/30/24 to 6:00 am, Tuesday, 09/03/24
2025	3:00 pm, Friday, 05/23/25 to 6:00 am, Tuesday, 05/27/25	3:00 pm, Thursday, 07/03/25 to 6:00 am, Monday, 07/07/25	3:00 pm, Friday, 08/29/25 to 6:00 am, Tuesday, 09/02/25
2026	3:00 pm, Friday, 05/22/26 to 6:00 am, Tuesday, 05/26/26	3:00 pm, Thursday, 07/02/26 to 6:00 am, Monday, 07/06/26	3:00 pm, Friday, 09/04/26 to 6:00 am, Tuesday, 09/08/26
2027	3:00 pm, Friday, 05/28/27 to 6:00 am, Tuesday, 06/01/27	3:00 pm, Friday, 07/02/27 to 6:00 am, Tuesday, 07/06/27	3:00 pm, Friday, 09/03/27 to 6:00 am, Tuesday, 09/07/27
2028	3:00 pm, Friday, 05/25/28 to 6:00 am, Tuesday, 05/30/28	3:00 pm, Friday, 06/30/28 to 6:00 am, Wednesday, 07/05/28	3:00 pm, Friday, 09/01/28 to 6:00 am, Tuesday, 09/05/28
2029	3:00 pm, Friday, 05/25/29 to 6:00 am, Tuesday, 05/29/29	3:00 pm, Tuesday, 07/03/29 to 6:00 am, Thursday, 07/05/29	3:00 pm, Friday, 08/31/29 to 6:00 am, Tuesday, 09/04/29
2030	3:00 pm, Friday, 05/24/30 to 6:00 am, Tuesday, 05/28/30	3:00 pm, Wednesday, 07/03/30 to 6:00 am, Monday, 07/08/30	3:00 pm, Friday, 08/30/30 to 6:00 am, Tuesday, 09/03/30

THE CITY OF BATTLE CREEK
ENGINEERING DEPARTMENT

NOTICE TO BIDDERS
FOR
PROCESSING PAY ESTIMATES

ESC/COBC

1 of 1

11-2020

a. Description. For the first payment, The City of Battle Creek agrees to generate a pay estimate no later than 14 days from the date that work begins. The pay estimate shall include all contract pay items placed, up to plan quantity, prior to the date the estimate is generated.

For the second and subsequent payments, certified payrolls are required from the prime contractor as well as all subcontractors performing work. The City of Battle Creek agrees to generate a pay estimate on a bi-weekly basis, so long as work has been performed, and certified payrolls have been received and approved. The pay estimate(s) shall include all contract pay items placed, up to plan quantity, prior to the date the estimate is generated.

Once the prime contractor notifies the project engineer that all work is complete, the project engineer will perform a final walk through with the prime contractor. The project engineer will make the prime contractor aware of any deficiencies that still need attention. The City of Battle Creek will generate a final balancing contract modification followed by a final pay estimate. The final pay estimate will include all contract pay items placed, over plan quantity, throughout the duration of the contract. The final pay estimate will not be paid until all deficiencies noted in the final walk through have successfully been addressed.

If the contractor fails to complete the work before the required completion time the final estimate will be held until all deficiencies have been addressed. The final estimate will also include deductions for this failure as per the contract.

THE CITY OF BATTLE CREEK
ENGINEERING DEPARTMENT

SPECIAL PROVISION
FOR
PAVT, REM, PATH, MODIFIED

TRE/COBC

1 of 1

03-2014

a. Description. This work will be per Section 204 of the MDOT 2020 Standard Specifications for Construction.

b. Materials. None specified

c. Construction. Asphalt pavements with underlying materials (roots and subbase) will be removed to a depth of 1 foot or greater to clear roots between cross-section of path and will be considered as part of the entire pavement entity with removal being directed by the Engineer within project limits. Disposal of materials shall be per Section 204.03.B 205 of the MDOT 2020 Standard Specifications for Construction. This item shall also include full depth saw cutting of all edges where pavement is to remain and trimming of roots.

d. Measurement and Payment. This item shall be paid one time only regardless of the types or thicknesses encountered. Saw cutting will be considered part of this item and will not be paid as an extra item. The completed work as measured will be paid for at the contract unit price for the following contract items (pay items). The price shall be payment in full for furnishing all necessary labor, equipment and materials. No additional payment will be made for pavement depths that vary from those indicated.

Pay Item	Pay Unit
Pavt, Rem, Path, Modified	Square Yard

THE CITY OF BATTLE CREEK
ENGINEERING DEPARTMENT

SPECIAL PROVISION
FOR
PAVEMENT MARKINGS, PARKING LOTS AND BASKETBALL COURTS

MLW/COBC

1 of 1

08-2024

a. Description. This work shall be per Section 811 of the MDOT 2020 Standard Specifications for Construction. This work shall include all pavement markings in specific lot (Anybodies playground, McCrea, Fell, Post, Willard Beach, Meachem) and meet current ADA guidelines for Striping Parking lots. Parking stalls and shall be painted White in association with parking lot plans which indicate approximate number of parking spaces for each lot. Accessible parking stalls shall be painted Blue in association with parking lot plans which indicate approximate number of parking spaces for each lot.

b. Materials. Work shall include construction of pavement marking symbols using a waterborne material.

c. Construction. All symbols shall be constructed in accordance with MDOT pavement marking standards at locations specified by the engineer

d. Measurement and Payment. The completed work as measured will be paid for at the contract unit price for the following contract items (pay items). The price will be payment in full for furnishing all necessary labor, equipment and materials. No additional payment will be made for reapplication in the event pavement markings are washed away due to weather.

Pay Item	Pay Unit
Pavement Markings, Parking Lots and Basketball Courts, _____	Ea

THE CITY OF BATTLE CREEK
ENGINEERING DEPARTMENT
SPECIAL PROVISION
FOR
BENCH

MLW/COBC

1 of 1

08-2024

a. Description. This work consists of furnishing and installing a bench in accordance with the details and at the location specified by engineer. This includes installation of a 12 ft. by 4 ft. concrete pad, any removal of existing turf and disposal of unsuitable materials required for a complete installation.

b. Materials. Furnish bench materials selected and approved by the City of Battle Creek. The materials will include the anchor bolts, nuts, washers, and all other hardware required for installation in accordance with the details included on the plans and per the manufacturer's recommendations.

Acceptable manufacturers and styles of bench are as follows:

- A. Bench style is based on Champion Heavyweight benches as manufactured by KirbyBuilt Products, Inc.
- B. Style.
 - 1. Backed. 72-inch length, 21.5-inch depth, 31.5-inch overall height
 - 2. Mounting Type. Surface Mount.
 - 3. Seat Color. Evergreen
 - 4. Frame and Finish. Black powder-coated steel.
- C. Use materials in the installation of the bench in accordance with the details included per manufacturer's specifications. Ensure bench is surface mounted and installed per the manufacturer's recommendations.

c. Construction.

A. Excavate to the required depth and width that will allow forming for 4 inch concrete pad with dimensions of 12 ft. by 4 ft.including removal of topsoil, roots, sod, brush, excavation, compaction of subgrade, grading, furnishing and compaction of embankment needed for constructing the desired cross section of the sidewalk shall be included. In addition, furnishing and placing 4-inches of MDOT Class II Sand for the subbase will be included in this pay item. The price shall be payment in full for furnishing all necessary labor, equipment and materials. Grading for concrete pad replacement of sidewalk and curb in the same location will be considered included with Bench pay items

B. Install and anchor the bench in the concrete pad in accordance with the details as specified by engineer. Ensure the bench is level and square in a true, flat plane to prevent rocking

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
_Bench	Each

THE CITY OF BATTLE CREEK
ENGINEERING DEPARTMENT

SPECIAL PROVISION
FOR
TRASH RECEPTACLE

MLW/COBC

1 of 1

08-2024

a. Description. This work consists of furnishing and installing a Trash Receptacle in accordance with the details and at the location specified by engineer.

b. Materials. Furnish Trash Receptacle materials selected and approved by the City of Battle Creek. The materials will include the anchor bolts, nuts, washers, and all other hardware required for installation in accordance with the details included on the plans and per the manufacturer's recommendations.

Acceptable manufacturers and styles of Trash Receptacles are as follows:

- A. Trash Receptacle style is based on SuperSaver™ Receptacles and Receptacle Surface Mount Kit as manufactured by KirbyBuilt Products, Inc.
- B. Configuration.
 - a. Color- Green
 - b. Lid Type- Dome Lid
 - c. Mounting Kit Type- Surface
- C. Use materials in the installation of the Trash Receptacle in accordance with the details included per manufacturer's specifications. Ensure each Trash Receptacle is surface mounted and installed per the manufacturer's recommendations.

c. Construction.

A. Install and anchor the Trash Receptacle in the concrete pad in accordance with the details as specified by engineer. Ensure the Trash Receptacle is level and square in a true, flat plane to prevent rocking

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
_Trash Receptacle	Each

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SLOPE RESTORATION, NON-FREEWAY

RSD:NJM

1 of 4

APPR:DMG:JJG:11-30-23

a. Description. This work consists of preparing all lawns and slopes on non-freeway projects designated for slope restoration on the plans or as directed by the Engineer and applying topsoil, fertilizer, seed, mulch with mulch anchor, mulch blanket, high velocity mulch blanket, permanent turf reinforcement mat (TRM), bonded fiber matrix (BFM), or modified mulch blanket to those areas. Ensure turf establishment is in accordance with section 816 and 917 of the Standard Specifications for Construction and Standard Plan R-100 Series, except as modified herein or otherwise directed by the Engineer.

b. Materials. The materials, application rates, and construction methods specified in sections 816 and 917 of the Standard Specifications for Construction apply unless modified by this special provision or otherwise directed by the Engineer. Furnish the following materials on this project:

1. Seeding mixture as called for on the plans.
2. Chemical fertilizer nutrient, Class A.
3. Topsoil. The following percentages of furnished and salvaged topsoil are estimated for this project and provided for informational purposes only.

Topsoil Furnished: 100% percent

Topsoil Salvaged: 0% percent

4. Mulching material.
5. Permanent Turf Reinforcement Mat (TRM) for Slope Restoration, Non-Freeway, Type D, must be 100 percent synthetic and consist of 100 percent ultraviolet (UV) stabilized polyolefin fibers sewn between two layers of UV stabilized polypropylene netting with polyolefin thread. The TRM must meet the following "minimum average roll value" requirements:

<u>Property</u>	<u>Test Method</u>	<u>Requirement</u>
Mass/Unit Area	ASTM D6566	10 oz/syd
UV Stability @ 1000 hrs	ASTM D4355/D4355M	80 percent
Tensile Strength (MD)	ASTM D6818	165 lbs/ft

Acceptance. Supply a general certification for the permanent TRM from one of the following manufacturers or approved equal:

Recyclex TRM	American Excelsior Co., Arlington, TX	(800) 777-7645
P300 TRM	North American Green, Poseyville, IN	(800) 772-2040

Landlok 450 TRM	Propex, Inc., Chattanooga, TN	(800) 621-1273
Excel PP5-10 TRM	Western Excelsior, Evansville, IN	(866) 540-9810
Vmax P550 TRM	North American Green, Poseyville, IN	(800) 772-2040

6. Bonded Fiber Matrix (BFM) for use in Slope Restoration, Non-Freeway, Type E. Furnish a product from the list below or an approved equal.

Soil Guard	Mat Inc., Floodwood, MN	(888) 477-3028
HydroStraw BFM	HydroStraw, LLC, Rockford, WA	(800) 545-1755
HydraMax	North American Green, Poseyville, IN	(800) 772-2040
Bindex BFM	American Excelsior Co., Arlington, TX	(800) 777-7645
ProMatrix EFM	Profile Products LLC, Buffalo Grove, IN	(800) 508-8681

If multiple grades of the selected product are available, use the grade appropriate for the application as approved by the Engineer.

Approved equal BFMs must consist of long strand, virgin wood fibers (90 percent by weight) bound together by a pre-blended, high-strength polymer adhesive (10 percent by weight). The virgin wood fibers will be thermally refined from clean whole wood chips. Ensure the organic binders are a high-viscosity colloidal polysaccharide tackifier with activating agents to render the resulting matrix insoluble upon drying.

7. Modified Mulch Blanket. Where modified mulch blanket is required, furnish an excelsior mulch blanket free of chemical additives. Ensure the netting thread is 100 percent biodegradable and manufactured with non-plastic materials such as jute, sisal, or coir fiber. Degradable, photodegradable, UV-degradable, oxo-degradable, or oxo-biodegradable plastic netting including polypropylene, nylon, polyethylene, and polyester is not an acceptable alternative. All netting materials must have a loose weave design with movable junctions between the machine and cross-machine direction twines that move independently and reduce the potential for wildlife entanglement.

For Slope Restoration, Non-Freeway, Type F, furnish a single net modified mulch blanket from the list below or an approved equal.

Premier Straw Single Net FibreNet	American Excelsior Co.	(800) 777-7645
Curlex NetFree 100% Biodegradable	American Excelsior Co.	(800) 777-7645
ECS-1B Biodegradable Single Straw	East Coast Erosion Control	(800) 582-4005
S1000BD Single Net	Enviroscape ECM, Ltd.	(888) 550-1999
Excel SR-1 All Natural	Western Excelsior Corp.	(866) 540-9810
S75BN	Western Excelsior Corp.	(866) 540-9810

For Slope Restoration, Non-Freeway, Type G, furnish a double net modified mulch blanket from the list below or an approved equal.

Premier Straw Double Net FibreNet	American Excelsior Co.	(800) 777-7645
Curlex II FibreNet	American Excelsior Co.	(800) 777-7645
ECX-2B Double Net Biodegradable	East Coast Erosion Control	(800) 582-4005
S2000BD Double Net	Enviroscape ECM, Ltd.	(888) 550-1999
Excel R-2 All Natural	Western Excelsior Corp.	(866) 540-9810
Excel SS-2 All Natural	Western Excelsior Corp.	(866) 540-9810
S150BN	Western Excelsior Corp.	(866) 540-9810

c. Construction. Ensure construction methods are in accordance with subsection 816.03 of the Standard Specifications for Construction. Begin this work as soon as possible after final grading of the areas designated for slope restoration but no later than the maximum time frames specified in subsection 208.03 of the Standard Specifications for Construction. It may be necessary, as directed by the Engineer, to place materials by hand.

Shape, compact, and ensure all areas to be seeded are weed-free prior to placing topsoil. Place topsoil to the minimum depth as detailed herein and in accordance with the plans and standard specifications to meet proposed finished grade. If the area being restored requires more than the minimum depth of topsoil to meet finished grade, fill this additional depth using topsoil or, at the Contractor's option, embankment. Furnishing and placing this additional material is included in this item of work.

Ensure topsoil is weed and weed seed free and friable prior to placing seed. Remove any stones greater than 1/2-inch in diameter or other debris. Apply seed mixture and fertilizer to prepared soil surface. Incorporate seed into top 1/2-inch of topsoil.

Spread mulch at a rate of two tons per acre. If the Engineer allows dormant seeding spread mulch at a rate of 3 tons per acre. Place mulch anchoring over the mulch at a rate in accordance with subsection 816.03.F of the Standard Specifications for Construction. Place mulch blanket and high-velocity mulch blanket in accordance with subsection 816.03.G of the Standard Specifications for Construction and Standard Plan R-100 Series.

Install areas constructed with the TRM on prepared (seeded) grades as shown on the plans in accordance with the manufacturer's published installation guidelines. Anchor the top edge of the TRM in a minimum six-inch deep trench. Operation of equipment on the slope is prohibited after placement of the TRM. No credit for splices, overlaps, tucks, or wasted material will be made.

Mix the BFM and organic binders thoroughly at a rate of 40 pounds for each 100 gallons of water or as otherwise recommended by the manufacturer. Hydraulically apply the BFM slurry in successive layers, from two or more directions, to fully cover 100 percent of the soil surface. Ensure the minimum application rate is at least 3000 pounds of BFM for each acre or otherwise apply in accordance with the manufacturer's recommendations as appropriate depending on site conditions.

Do not apply BFM on saturated soils or immediately before, during, or after rainfall.

Install modified mulch blanket in accordance with the manufacturer's published guidelines and as directed by the Engineer.

If an area washes out after this work has been properly completed and approved by the Engineer, make the required corrections to prevent future washouts and replace the topsoil, fertilizer, seed, and mulch treatment. This replacement will be paid for as additional work using the applicable pay items.

If an area washes out for reasons attributable to the Contractor's activity or failure to take proper precautions, replacement will be at no cost to the contract.

The Engineer will inspect the seeded turf to ensure it is well-established, in a vigorous growing condition, and contains the species called for in the seeding mixture.

If the seeded turf is not well-established at the end of the first growing season, the Contractor is responsible to re-seed until the turf is well established and approved by the Engineer at no cost to the contract.



Provide weed control, if weeds are determined by the Engineer to cover more than 10 percent of the total area of slope restoration, in accordance with subsection 816.03.I of the Standard Specifications for Construction. Weed control will be at no additional cost to the contract.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay items:

Pay Item	Pay Unit
Slope Restoration, Non-Freeway, Type <u>A</u>	Square Yard

1. Place **Slope Restoration, Non-Freeway, Type A** in all areas not described in the other types of slope restoration and will be measured by area in square yards in place. **Slope Restoration, Non-Freeway, Type A** includes installing Topsoil Surface, Furn, LM or Topsoil Surface, Salv, 4 inch; Fertilizer, Chemical Nutrient, Class A; seeding mixture; Mulch; and Mulch Anchoring.



-  = OVERLAY 1.5" SHARED USE PATH HMA
-  = PAVT REM, PATH, MODIFIED; SHARED USE PATH AGGREGATE/GRADING/HMA 4EL*330 LBS PER SYD

ENGINEERING DEPARTMENT
CITY OF BATTLE CREEK, MICHIGAN



TITLE 2024 PARKS IMPROVEMENT PROJECT

DRAWN BY: NAM	APPROVED: TJM	DATE: 06-24
SCALE: N/A	SHEET 1 OF 4 SHEETS	JOB NO. 2025-020B



- = OVERLAY 1.5" SHARED USE PATH HMA
- = PAVT REM, PATH, MODIFIED; SHARED USE PATH
AGGREGATE/GRADING/HMA 4EL*330 LBS PER SYD

ENGINEERING DEPARTMENT
CITY OF BATTLE CREEK, MICHIGAN



TITLE 2024 PARKS IMPROVEMENT PROJECT

DRAWN BY: NAM	APPROVED: TJM	DATE: 06-24
SCALE: N/A	SHEET 2 OF 4 SHEETS	JOB NO. 2025-020B



- = OVERLAY 1.5" SHARED USE PATH HMA
- = PAVT REM, PATH, MODIFIED; SHARED USE PATH
AGGREGATE/GRADING/HMA 4EL *330 LBS PER SYD

ENGINEERING DEPARTMENT
CITY OF BATTLE CREEK, MICHIGAN





TITLE 2024 PARKS IMPROVEMENT PROJECT

DRAWN BY: NAM **APPROVED:** TJM **DATE:** 06-24

SCALE: N/A **SHEET OF SHEETS:** 3 / 4 **JOB NO.:** 2025-020B



-  = OVERLAY 1.5" SHARED USE PATH HMA
-  = PAVT REM, PATH, MODIFIED; SHARED USE PATH AGGREGATE/GRADING/HMA 4EL*330 LBS PER SYD

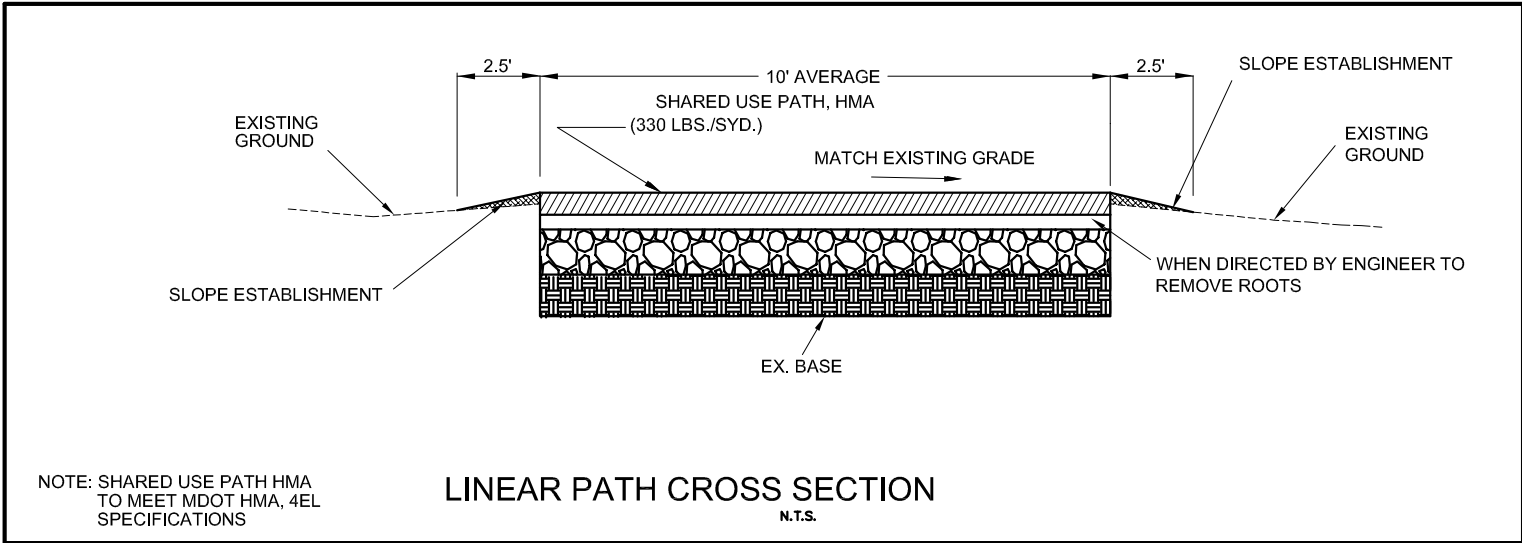
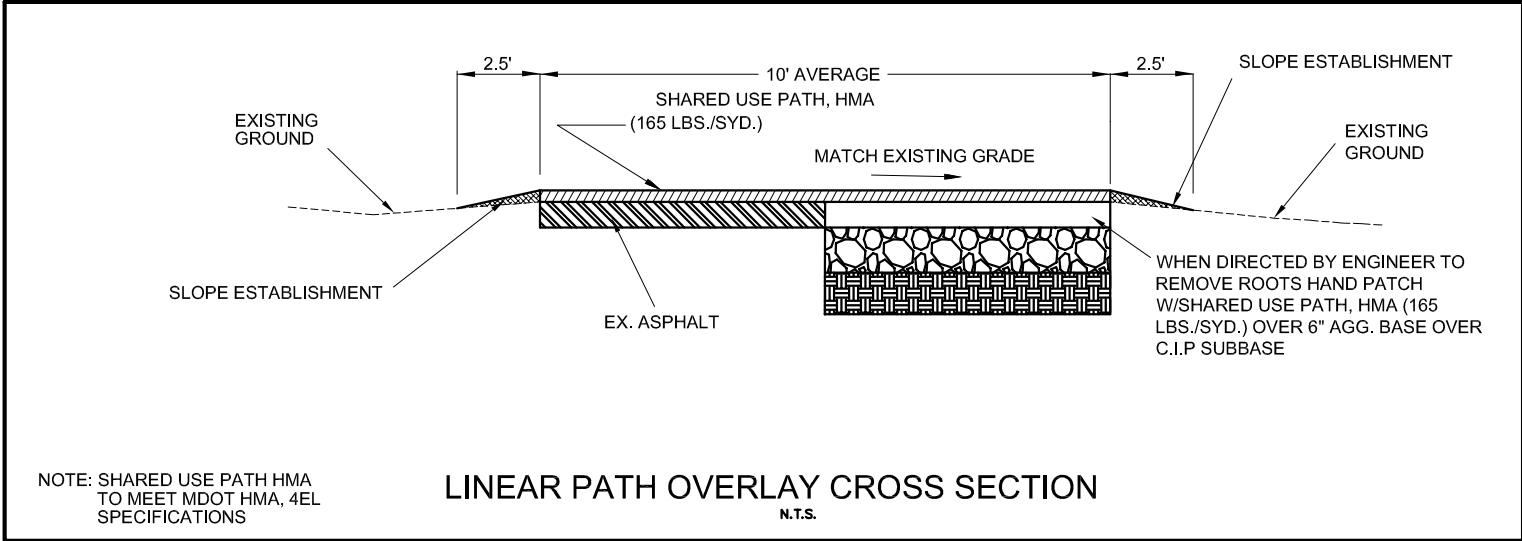
ENGINEERING DEPARTMENT
CITY OF BATTLE CREEK, MICHIGAN



TITLE 2024 PARKS IMPROVEMENT PROJECT

DRAWN BY: NAM APPROVED: TJM DATE: 06-24

SCALE: N/A SHEET 4 OF 4 SHEETS JOB NO. 2025-020B



ENGINEERING DEPARTMENT
CITY OF BATTLE CREEK, MICHIGAN



TITLE		
2024 PARKS IMPROVEMENT PROJECT		
DRAWN BY: TJM	APPROVED: TJM	DATE: 5/24
SCALE: NTS	SHEET OF SHEETS	DWG. NO.

2024 PARKS STRIPING

- TYPICAL PARKING SPACE: 9' X 18'
- HANDICAP PARKING SPACES: A 9' X 18' SPACE WITH HASH OUT OF 8' X 18'
- HASH OUT: MEASUREMENTS VARY DEPENDING ON PLACEMENT (SEE DRAWINGS)
- ALL TYPICAL PARKING SPACES WILL CONSIST OF 4" WHITE WATERBORNE PAVEMENT

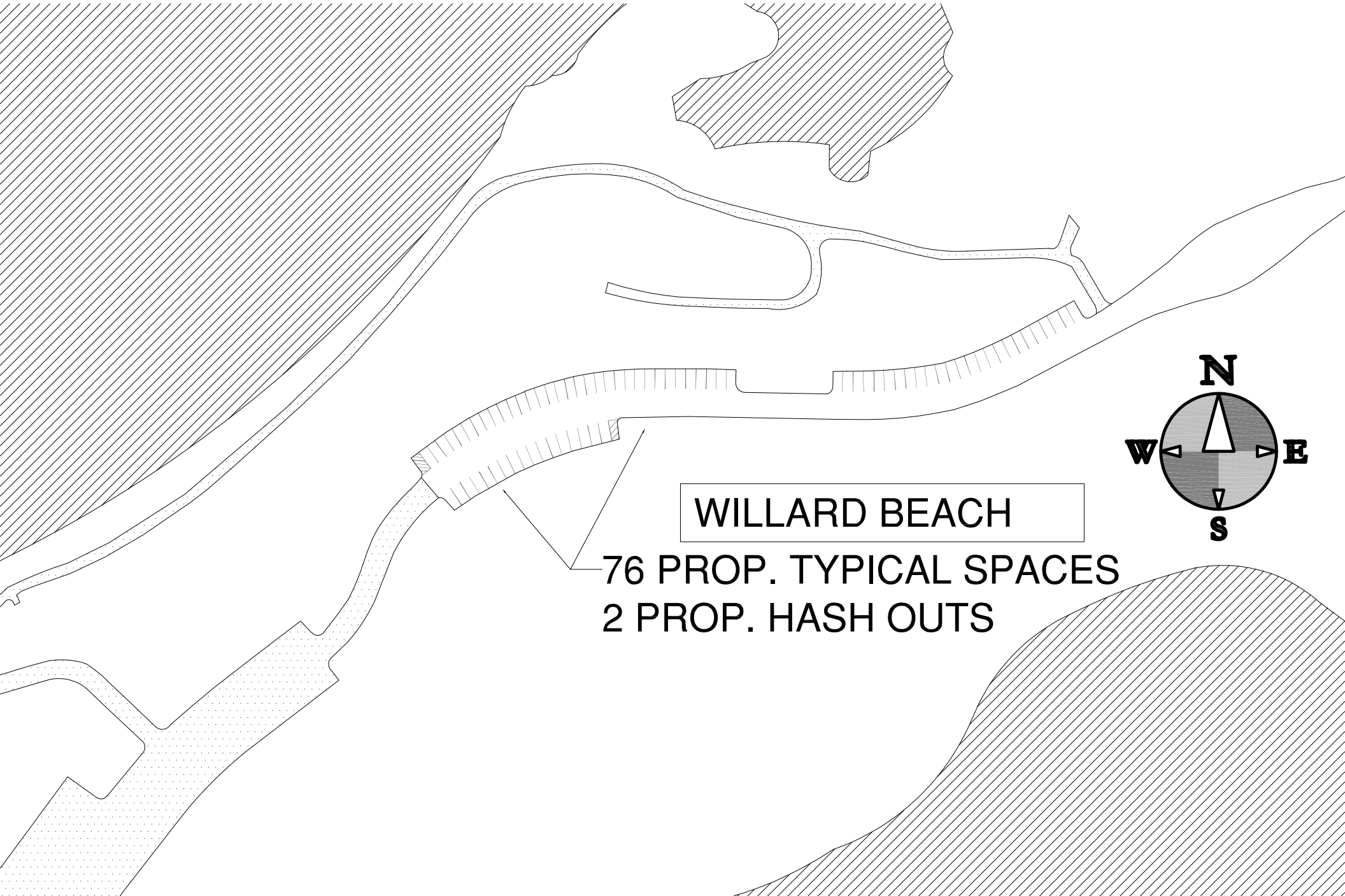
MARKINGS

- ALL HANDICAP SPACES WILL CONSIST OF 4" BLUE WATERBORNE PAVEMENT

MARKINGS WITH 1 HANDICAP SIGN PER SPACE (SEE DRAWINGS) ALL HANDICAP SPACES ARE MEASURED AT (9' X 18') WITH A (8' X 18') HASH OUT ON PASSENGER SIDE

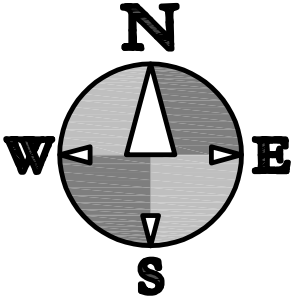
OF SPACE

- FULL BASKETBALL COURTS ARE MEASURED AT 85' X 50' (SEE DRAWING)
- HALF BASKETBALL COURT IS MEASURED AT 45' X 38' (SEE DRAWING)



WILLARD BEACH

76 PROP. TYPICAL SPACES
2 PROP. HASH OUTS



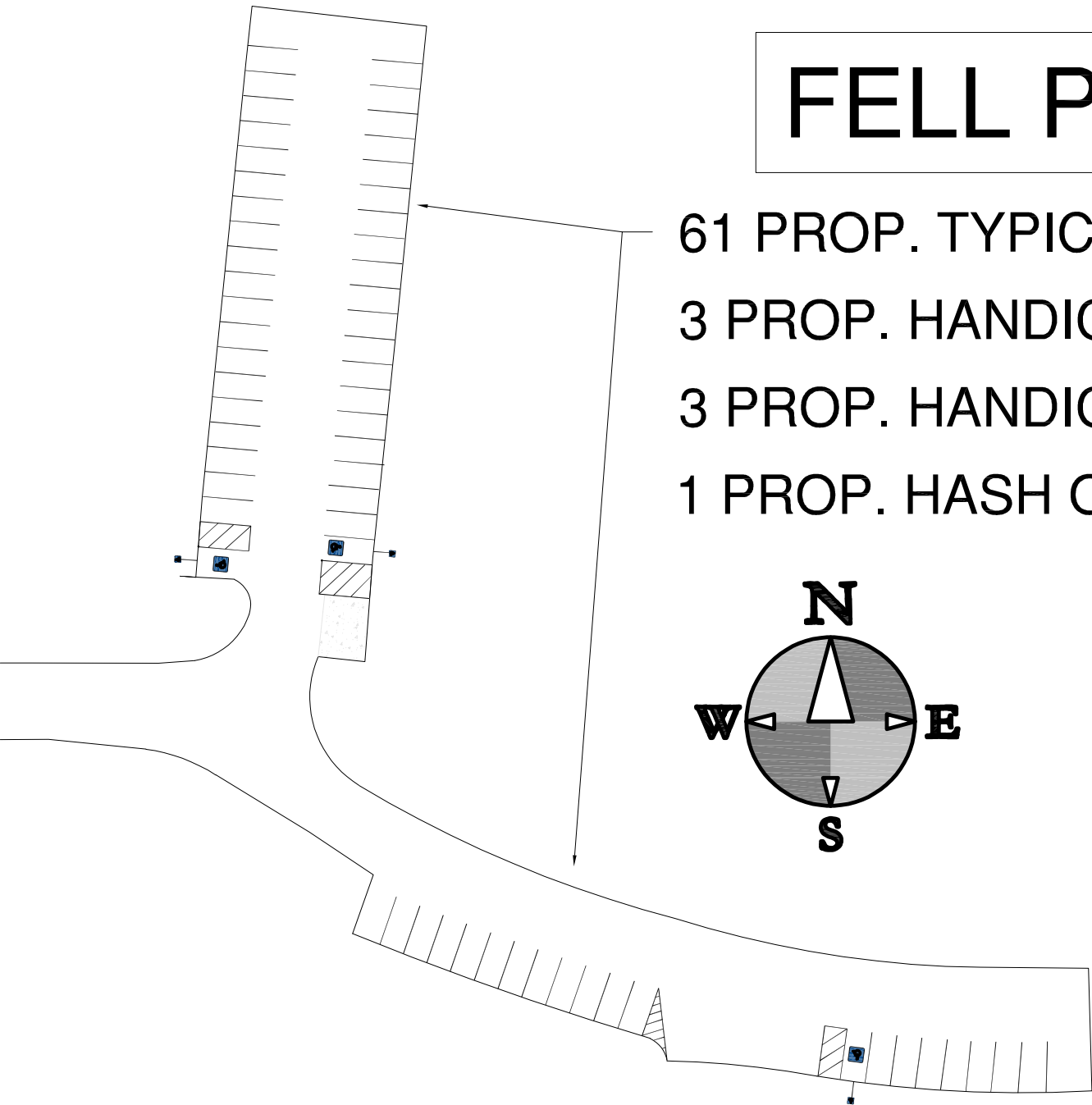
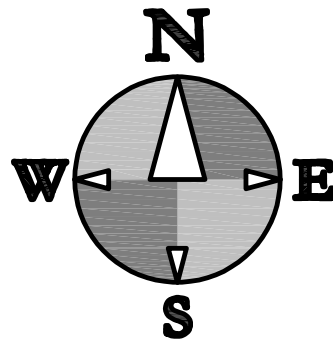
FELL PARK

61 PROP. TYPICAL SPACES

3 PROP. HANDICAP SPACES

3 PROP. HANDICAP ACCESSIBLE SIGNS

1 PROP. HASH OUT



BAILEY PARK

ANYbodies PLAYGROUND

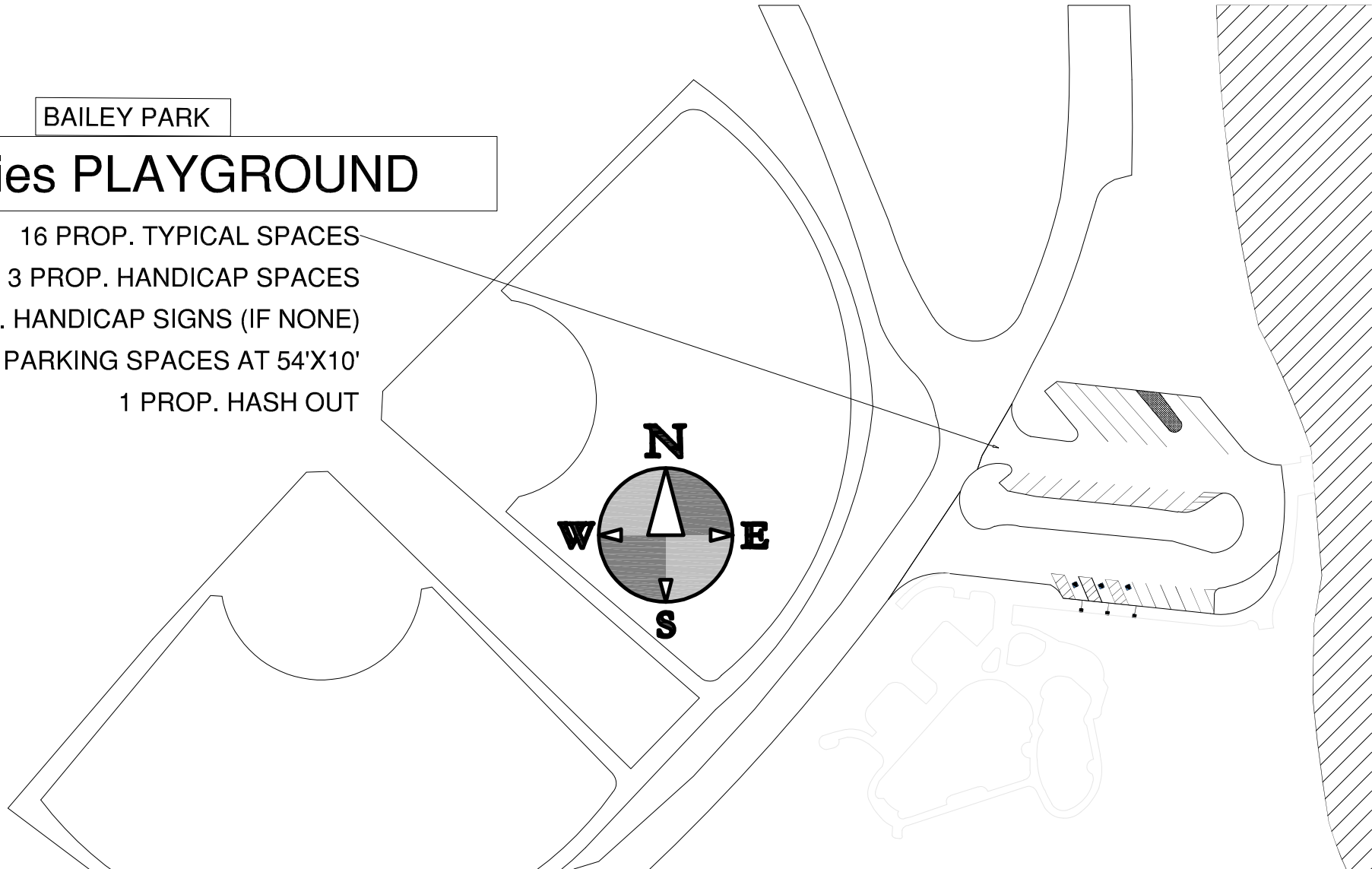
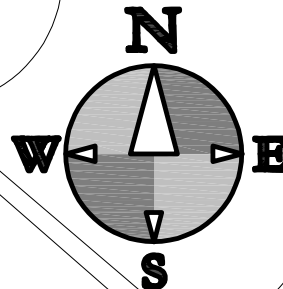
16 PROP. TYPICAL SPACES

3 PROP. HANDICAP SPACES

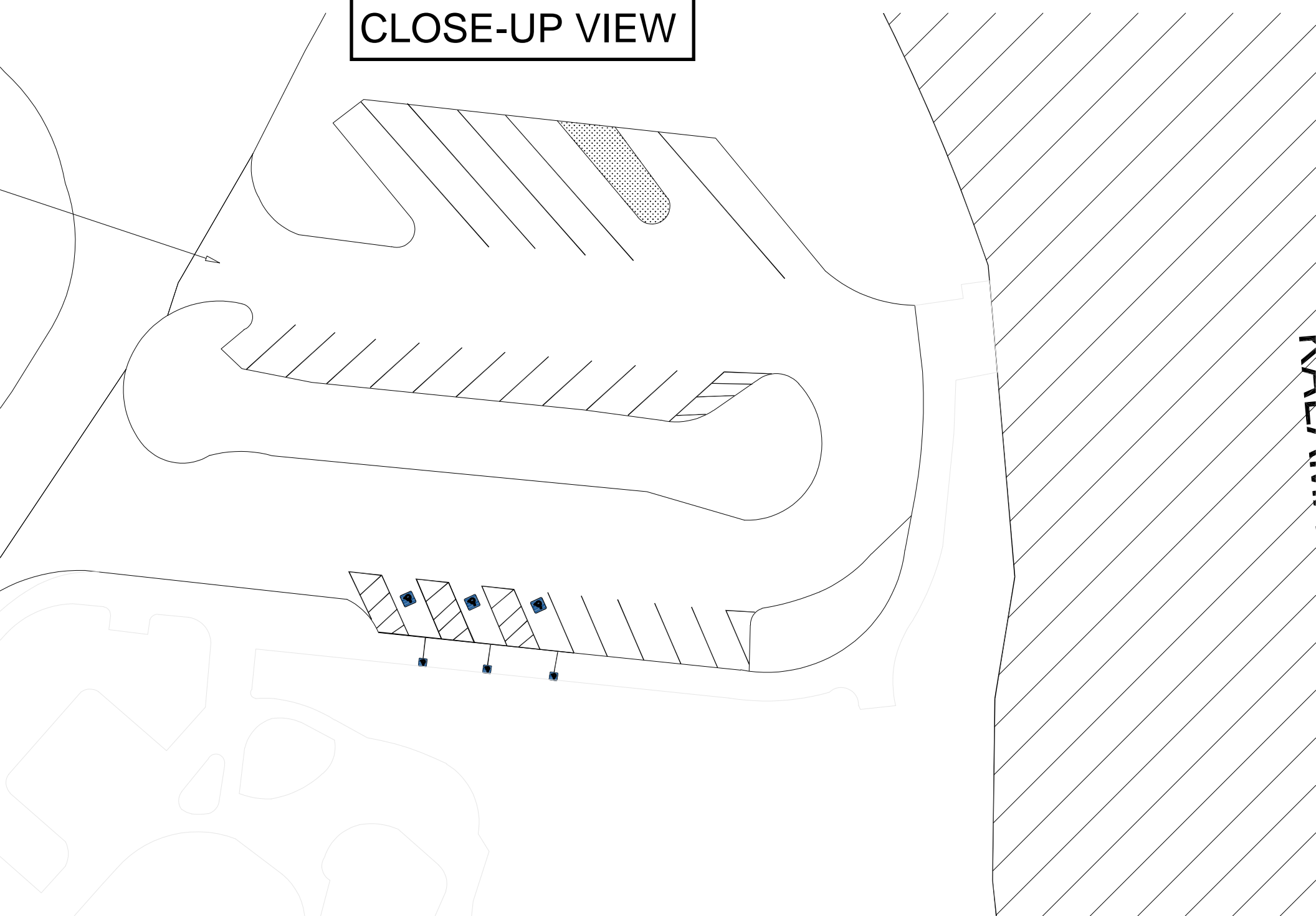
3 PROP. HANDICAP SIGNS (IF NONE)

7 PROP. TRAILER PARKING SPACES AT 54'X10'

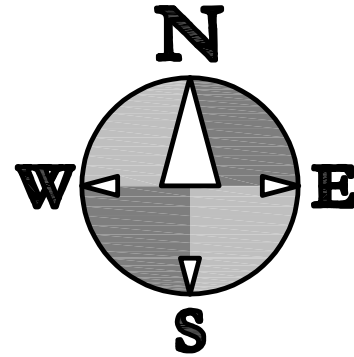
1 PROP. HASH OUT



ANYBODIES
PLAYGROUND
CLOSE-UP VIEW



GOGUAC ST. W.



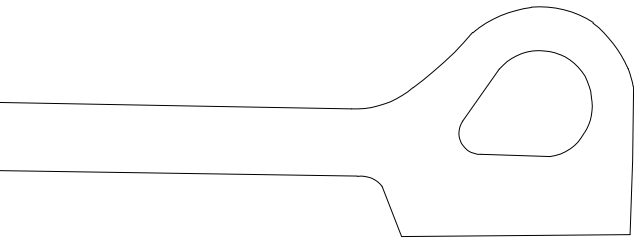
E. MCCREA DR.

MCCREA PARK

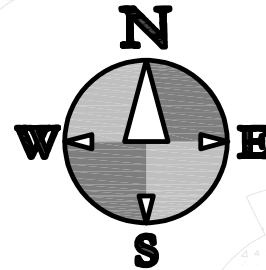
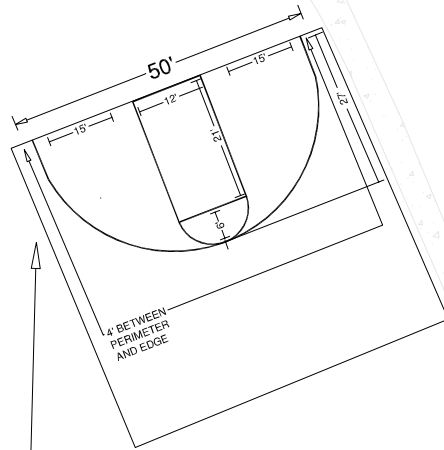
37 PROP. PARKING SPACES

2 PROP. HANDICAP SPACES

2 PROP. HANDICAP ACCESSIBLE SIGNS



FRISBIE AVE.

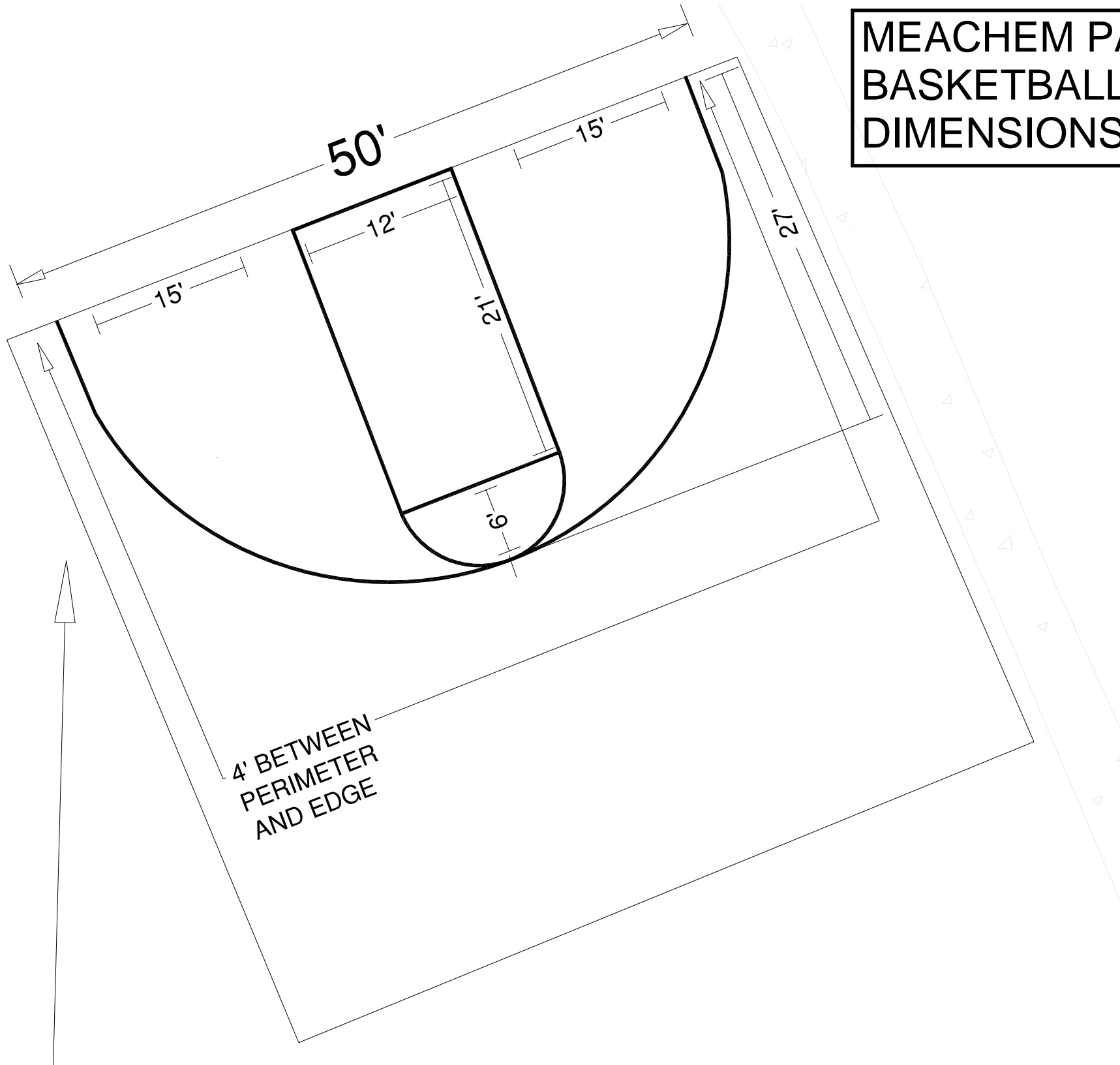


MEACHEM PARK

PROPOSED HALF BASKETBALL COURT

MEACHEM AVE.

**MEACHEM PARK
BASKETBALL COURT
DIMENSIONS**



4' BETWEEN
PERIMETER
AND EDGE

POST AVE.

POST PARK

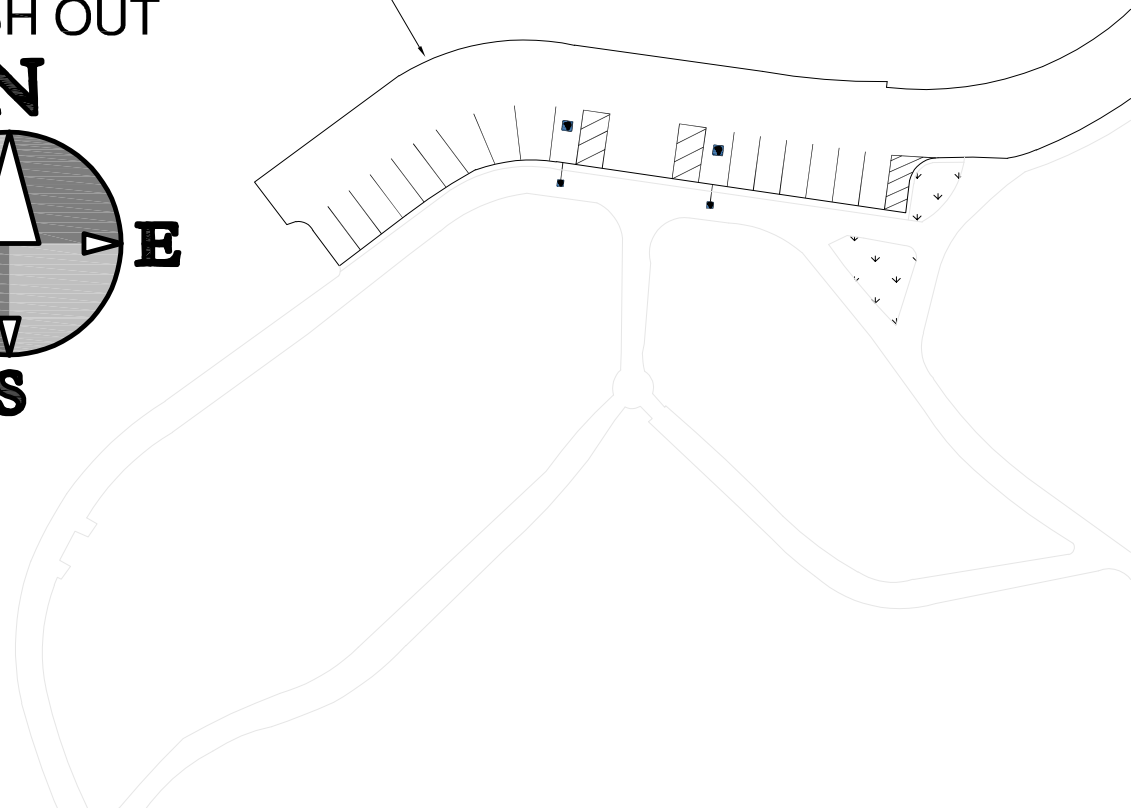
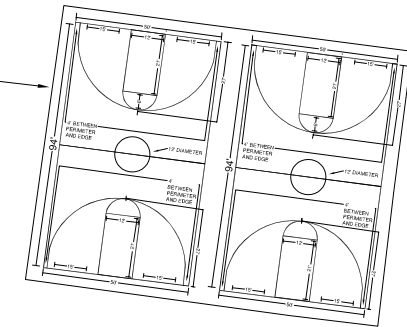
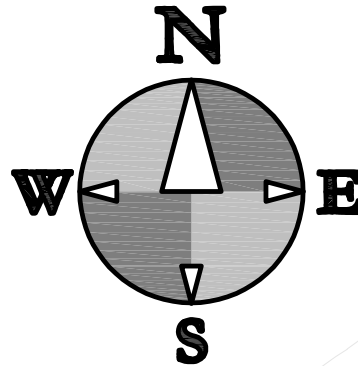
15 PROP. TYPICAL SPACES

2 PROP. HANDICAP SPACES

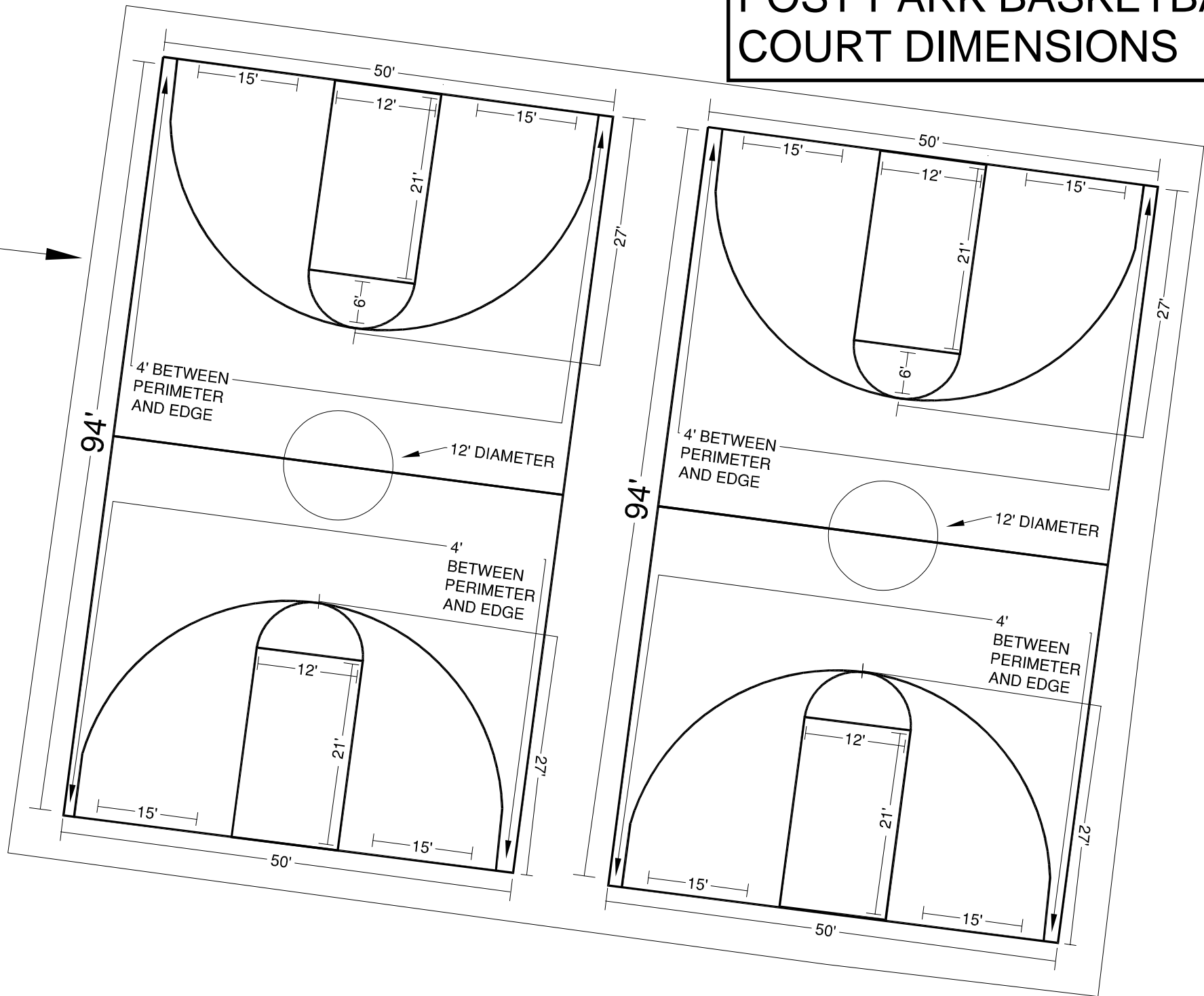
2 PROP. HANDICAP ACCESSIBLE SIGNS

2 PROP. FULL COURTS SEE DRAWING

1 HASH OUT



POST PARK BASKETBALL COURT DIMENSIONS



2024 Parks Improvement Project 2025-02B

Item Code	Item Description	Unit	Quantity	Unit Price	Total
1100001	Mobilization, Max 10%	LSUM	1		
2047011	_Pavt, Rem, Path, Modified	Syd	2778		
2050016	Excavation, Earth	Cyd	463		
2080036	Erosion Control, Silt Fence	Ft	2500		
2090001	Project Cleanup	LSUM	1		
5010002	Cold Milling HMA Surface	Syd	1385		
5010008	Pavt for Butt Joints, Rem	Syd	200		
5012024	HMA, 4EL Post Park	Ton	167		
8060011	Shared use Path, Aggregate, LM	Cyd	550		
8060030	Shared use Path, Grading	Ft	2500		
8060040	Shared use Path, HMA 4EL	Ton	1672		
8117050	_Pavement Markings, Parking Lots and Basketball Courts, Post	Ea	1		
8117050	_Pavement Markings, Parking Lots and Basketball Courts, Fell	Ea	1		
8117050	_Pavement Markings, Parking Lots and Basketball Courts, McCrea	Ea	1		
8117050	_Pavement Markings, Parking Lots and Basketball Courts, Meachem	Ea	1		
8117050	_Pavement Markings, Parking Lots and Basketball Courts, Anybodies	Ea	1		
8117050	_Pavement Markings, Parking Lots and Basketball Courts, Willard	Ea	1		
8120035	Channelizing Device, 42 inch, Fluorescent, Furn	Ea	50		
8120036	Channelizing Device, 42 inch, Fluorescent, Oper	Ea	50		
8157050	_Bench	Ea	4		
8157050	_Trash Receptacle	Ea	4		
8162001	Slope Restoration, Non-Freeway, Type A	Syd	5500		
				GRAND TOTAL	

STANDARD CONTRACT PROTECTIONS

The City values our contractors and seeks to maintain good relationships with them. The City also has an obligation to protect the taxpayer money that we spend, and to that end we have protections in place for our contracts, which vary depending on type of contract. **Commission approval is required by a surety before they will issue bonds for a contract.** Once the bonds and insurance certificates are obtained, the City Attorney reviews the contract and then the City Manager signs it.

Prevailing wages: Required for construction projects over \$50,000 (and sometimes on state or federal for lesser amounts). This is the hourly wage, usual benefits and overtime, paid to the majority of workers, laborers, and mechanics within a particular area. This is usually the union wage. Prevailing wages are established by regulatory agencies for each trade and occupation employed in the performance of public work, as well as by State Departments of Labor (DOL) or their equivalents, are specific to Calhoun County. Purchasing pulls the current wages from the DOL at the time of publication of the Invitation for Bid; those wages do not change after that point and become part of the contract. Prevailing wage compliance is monitored by our Department of Public Works, and they collect the certified payrolls.

Performance bond: Required for construction contracts over \$50,000. In the amount of 100% of the contract value, a performance bond is a surety bond that guarantees satisfactory completion of a project. Very rare to ever call on a bond. A performance bond can also be used for non-construction; we require a performance bond for residential waste and land application of sludge, which are both high dollar and high risk should the contract fail.

Payment/Labor/Materials bond: Required for construction contracts over \$50,000. In the amount of 100% of the contract value, a PLM bond protects subs. A contractor cannot put a lien on a public building, so our subcontractors who provide both goods and services require protection in the event that the general contractor can't or won't pay their subs. Rare for our subs to call on any of our general contractors' bonds.

General liability insurance: Required for all contracts. Certificates of insurance for general commercial liability, workers' compensation, auto liability, and property damage are obtained prior to contract award. The City is always named as "additional insured" with respect to general liability, meaning the policy provides coverage to the City for work done under that contract. The Purchasing Office tracks all contracts and associated insurance, and we ensure that policies are kept current.

Liquidated damages: Used in most construction contracts. A clause as a material part of the contract, which is an amount to be withheld from payment for each calendar day that the contractor fails to complete the work within the time allowed. Liquidated damages are held in lieu of actual damages, which can be difficult to calculate, and may not be used as penalty. This amount is pre-determined by the engineer, usually anywhere from \$500 - \$2000 per calendar day, and is published in the Invitation for Bid along with the project completion date that must be met. Contractors know the liquidated damages amount and the completion date before they submit their bids. Delays outside the control of a contractor will not result in liquidated damages being withheld. A reason *not* to have a liquidated damages clause would be times of unusually long lead times or times when contractors are very busy because it could discourage bids.

Cancellation Clauses: All contracts contain clauses that allow the City to cancel a contract due to breach, poor performance, or convenience (i.e., no reason needed). Term contracts, those that can go on for many years, are typically executed for 1-2 years at a time, with renewals that are always mutual and optional. Very rare to cancel a contract. Most often, we simply don't renew a term contract if there were unresolved performance issues throughout the year, if we want to change the scope of work substantially, or if we no longer require those goods/services.

Bid bond/bid surety: for construction bids over \$50,000, contractors must submit with their bid a bid bond in the amount of 5% of their bid, which ensures they sign the contract after Commission approval. If the low bidder refuses to sign the contract, then the City could seek recourse on the bid bond and move to the next lowest responsive, responsible bidder. **A bid bond has no value or purpose after the contract is signed.** In the very rare case that a bidder has made an obvious and honest error, we would allow them to withdraw their bid. The City has not called on a bid bond during current Purchasing Agent's time (since 2001), so it's extremely rare.



CITY OF BATTLE CREEK

DEPARTMENT OF PUBLIC WORKS

To: Christine Huff, Purchasing Agent

From: Todd Everson, Assistant Field Services Superintendent

CC: Stephen Skalski, DPW Director

Date: September, 23rd, 2024

Re: 2024 Parks Improvement Project – Contract Number 2025-020B

Brief Summary: On September 17th, 2024 the Purchasing Division accepted bids from three companies for the 2024 Parks Improvement Project. The project includes resurfacing of approximately 2.4 miles of Linear Path along the Kalamazoo River, replacement of the basketball court surface at Post Park and paint striping at various parks. A bid tabulation is attached indicating that Hoffman Brothers Inc. was the low bidder.

Therefore, the Department of Public Works recommends that a resolution be drafted which awards a contract for the 2024 Parks Improvement Project contract to Hoffman Brothers Inc.

Budgetary Considerations: This contract is in the amount of \$366,811.57 which would be paid from the following Business Units:

223.50.1358.801.010 STR WO 3004 – \$318,008.14
223.50.1358.801.010 STR WO 3002 – \$39,141.43
223.50.1358.801.010 STR WO 3001 – \$2,847.50
223.50.1358.801.010 STR WO 3007 – \$1,919.50
101.22.4560.801.010 - \$3,865.00
101.22.4565.801.010 - \$1,030.00

This work is funded in part of the American Rescue Plan Act and General Funds. In addition to the agreed upon unit price prevailing contract price, a 10% contingency is recommended for approval to take into consideration unforeseen circumstances that may arise throughout construction.



Resolution

NO. 560

A Resolution seeking authorization for Publication of a Notice of Intent to Issue Capital Improvement Bonds.

BATTLE CREEK, MICHIGAN - 10/1/2024

Resolved by the Commission of the City of Battle Creek:

PREAMBLE

That WHEREAS, the City of Battle Creek, County of Calhoun, State of Michigan (the “City”), issue general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), in an aggregate principal amount of not to exceed Twenty-Eight Million Five Hundred Thousand Dollars (\$28,500,000) (the “Bonds”) for the purpose of paying all or part of the costs of certain public improvements in the City, including a) acquiring, constructing, furnishing and equipping fire station improvements, including one new fire station and renovations to existing fire stations; and b) acquiring, constructing and equipping Kellogg Arena improvements, including heating, ventilation, air conditioning and exterior facade improvements; including all related equipment and site improvements (together, the “Projects”); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Projects prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue the Bonds in *The Battle Creek Shopper News*, a newspaper of general circulation in the City. The notice of intent shall be published as a one-quarter (1/4) page display advertisement in substantially the form attached hereto as Exhibit A.

2. The City Commission hereby determines that the form of the notice of intent shown in Exhibit A, and the manner of publication directed is the method best calculated to give notice to the City’s electors and taxpayers residing in the boundaries of the City of the City’s intent to issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

3. The City may incur expenditures for the Projects prior to receipt of proceeds of the Bonds and may advance moneys for that purpose from funds available to the City, to be reimbursed from proceeds of the Bonds when available. The City hereby makes the following declaration of intent for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 of the Internal Revenue Code of 1986, as amended:

(1) The City reasonably expects to reimburse itself with proceeds of debt to be incurred by the City for certain costs associated with acquisition and construction of the Projects which were or will be paid subsequent to sixty (60) days prior to the date hereof from the available funds of the City.

(2) The maximum principal amount of debt expected to be issued for reimbursement purposes, including reimbursement of debt issuance costs, is \$28,500,000.

(3) A reimbursement allocation of the expenditures described in paragraph (1) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Projects are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the use of the proceeds of the debt to be issued for the Projects to reimburse the City for a capital expenditure made pursuant to this resolution.

4. The City retains PFM Financial Advisors LLC, as municipal advisor to assist the City in preparation and planning for the marketing and sale of the Bonds.

5. The City hereby retains Miller, Canfield, Paddock and Stone, P.L.C. to continue as bond counsel to the City for the Bonds.

6. The officers, administrators, agents and attorneys of the City are authorized and directed to take all other actions necessary and convenient to facilitate preparation for sale of the Bonds. The Bonds shall not be sold until this City Commission adopts a Resolution authorizing issuance of the Bonds.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are hereby rescinded.

Battle Creek City Commission

10/1/2024

Action Summary

Staff Member: Aaron B. Kuhn, Revenue Services Director

Department: Finance

SUMMARY

A Resolution seeking authorization for Publication of a Notice of Intent to Issue Capital Improvement Bonds.

BUDGETARY CONSIDERATIONS

This will eventually result in general long-term debt being incurred by the City of Battle Creek. Average annual debt service is projected to be \$2.04 million over a 25 year term. That will have the potential to change between now and the time of issuance based on any rate actions undertaken by the Federal Reserve.

The first year of debt service is included in the FY25 budget. The City should be able to accommodate this into the budget, all other things remaining constant.

HISTORY, BACKGROUND and DISCUSSION

Throughout the summer, feedback was sought through several community input sessions as well as the September 17th Commission Workshop to discuss improvements to the City's six fire stations. The attached Notice of Intent Resolution indicates the City's intent to issue limited tax full faith and credit Capital Improvement Bonds in an amount not to exceed \$28,500,000 to pay for all or most of the cost of the project.

As outlined in the attached letter, the Revised Municipal Finance Act requires the City to notify electors of its intent to issue bonds by publishing a notice which gives the voters a referendum right on the issuance of the bonds. The bonds can be issued without a vote of the City electors unless a petition is filed with the City Clerk within 45 days of publication of the notice, signed by at least 10% of the registered electors of the City.

If the Notice of Intent Resolution is approved by the City Commission and the Notice of Intent is published shortly thereafter, the 45 day referendum period will expire in late November. After the referendum period expires, in order to issue and sell bonds, the City Commission would need to adopt an ordinance or resolution to authorize the issuance of the bonds which will determine the amount of the bond issue to be financed.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
Letter_Aaron_Kuhn_with_Notice_of_Intent_Resolution(42726879.1).pdf	Bond Counsel Overview
EXHIBIT_A_Notice_of_Intent.pdf	Exhibit A Notice of Intent

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

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September 23, 2024

Mr. Aaron B. Kuhn
Revenue Services Director
City of Battle Creek
10 N. Division Street
Battle Creek, MI 49014

Re: City of Battle Creek - Notice of Intent Resolution
Capital Improvement Bonds for Fire Station and Kellogg Arena Projects

Dear Aaron:

I have enclosed a Notice of Intent Resolution for consideration for approval by the City Commission at its meeting on October 1st. This Resolution authorizes the publication of a Notice of Intent relating to a proposed bond issue to be issued for the purpose of paying part all or part of the cost of certain public improvements in the City, including a) acquiring, constructing, furnishing and equipping fire station improvements, including one new fire station and renovations to existing fire stations; and b) acquiring, constructing and equipping Kellogg Arena improvements, including heating, ventilation, air conditioning and exterior facade improvements; including all related equipment and site improvements (together, the "Projects").

The enclosed Notice of Intent Resolution indicates the City's intent to issue its limited tax full faith and credit Capital Improvement Bonds in an amount not to exceed \$28,500,000 to pay part of the cost of the Project. The Notice of Intent Resolution authorizes the City Clerk to publish a notice of intent to issue Bonds in the *Battle Creek Shopper News* indicating the City's intent to issue Bonds for the Projects in an amount not to exceed \$28,500,000. The amount in the Resolution is derived from the current estimated cost of the Project.

The Resolution does not obligate the City to issue Bonds up to the full amount. The City can downsize the Bond issue prior to the sale of the Bonds once the construction and acquisition costs of the Project to be financed have been determined.

The proceeds of the Bonds may be used to pay for the acquisition and construction of the Projects as well as reimburse the City for the engineering, design and other preliminary costs related to the Project. The Bonds will also be used to pay issuance costs related to the Bonds. The Notice provides that the City will pledge its limited tax full faith and credit as security for the Bonds.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Aaron B. Kuhn

-2-

February 13, 2024

The Revised Municipal Finance Act requires the City to notify the electors of the City of its intent to issue the Bonds by publishing a notice which gives the voters a referendum right on the issuance of the Bonds. The Bonds can be issued without a vote of the City electors unless a petition is filed with the City Clerk within 45 days of publication of the notice signed by at least 10% of the registered electors of the City. The form of Notice of Intent is included in the Resolution on page A-1. **The Notice of Intent must be published as a display advertisement at least one-quarter (1/4) page in size in a newspaper of general circulation in the City.**

Paragraph 3 of the Resolution contains language required by the Internal Revenue Code which authorizes the City to reimburse itself from Bond proceeds for certain costs relating to the project incurred prior to issuance of the Bonds. The language of the Resolution is taken from the IRS regulations and, not surprisingly, it therefore reads as tax jargon. This is intended to provide you with flexibility relating to the use of the Bond proceeds in the event the City incurs hard construction costs before the Bonds are actually issued.


If the Notice of Intent Resolution is approved by Council and the Notice of Intent is published shortly thereafter, the 45 day referendum period will expire in late November. After the referendum period expires, in order to issue and sell the Bonds, the City Council would need to adopt a resolution to authorize the issuance of the Bonds and that resolution would determine the amount of the Bond issue to be financed. That would likely happen after the construction bids have been received by the City in spring 2025.

We would appreciate receiving three (3) certified copies of the Resolution upon its adoption as well as three (3) Affidavits of Publication from the newspaper in which the Notice of Intent is published. **Please remind the newspaper that the Notice must be a quarter page ad.**

If you have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 
Patrick F. McGow

cc: Rebecca Fleury
Kari Blanchett
Sarah Moore

42726879.1/006548.00124

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS
OF THE CITY OF BATTLE CREEK
OF INTENT TO ISSUE BONDS
AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City of Battle Creek (the "City") intends to issue and sell its general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an aggregate principal amount of not to exceed Twenty-Eight Million Five Hundred Thousand Dollars (\$28,500,000) for the purpose of paying all or part of the costs of certain public improvements in the City, including a) acquiring, constructing, furnishing and equipping fire station improvements, including one new fire station and renovations to existing fire stations; and b) acquiring, constructing and equipping Kellogg Arena improvements, including heating, ventilation, air conditioning and exterior facade improvements; including all related equipment and site improvements.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON THE BONDS SHALL BE PAYABLE from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

BOND DETAILS

THE BONDS will be payable in annual installments not to exceed twenty-five (25) in number and will bear interest at the rate or rates to be determined at a public or private sale but in no event to exceed the maximum rate permitted by law on the balance of the bonds from time to time remaining unpaid.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Victoria L. Houser
City Clerk, City of Battle Creek



Resolution NO. 561

A Resolution seeking to set a Closed Session on a labor matter for October 1, 2024.

BATTLE CREEK, MICHIGAN - 10/1/2024

Resolved by the Commission of the City of Battle Creek:

That a Closed Session of the City Commission will be held on Tuesday, October 1, 2024, in Room 302A, City Hall, Battle Creek Michigan, pursuant to MCL 15.268(c) for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement as requested by the City; and that, Rebecca Fleury, City Manager, is hereby appointed as the designated secretary to record and prepare appropriate Minutes of this Closed Session.

Battle Creek City Commission
10/1/2024

Action Summary

Staff Member: Rebecca L. Fleury, City Manager

Department: City Manager

SUMMARY

A Resolution seeking to set a Closed Session on a labor matter for October 1, 2024.

BUDGETARY CONSIDERATIONS

None

HISTORY, BACKGROUND and DISCUSSION

As permitted under the Michigan Open Meetings Act, a public body, upon a majority vote, may meet in closed session for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing, and the City has requested that closed session; and that, Rebecca Fleury, City Manager, is hereby appointed as the designated secretary to record and prepare appropriate Minutes of this Closed Session.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name

Description

No Attachments Available