Agenda: Battle Creek City Commission

Meeting Date: March 5, 2024- 7:00 PM

Location: City Commission Chambers

Chair: Mayor Mark A. Behnke

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

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INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS AWARDS

Proclamation for National Women's History Month 2024

PRESENTATIONS

ARPA Community Project Presentation - Susan Balbaugh, The Music Center

ARPA Community Project Presentation - Dr. Nakia Baylis, The Village Network

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

PETITIONS COMMUNICATIONS REPORTS

PUBLIC HEARING

A Public Hearing for the purpose of reviewing and receiving public comment on the proposed 161 East Michigan Ave Brownfield Plan.

PUBLIC COMMENTS REGARDING CONSENT AGENDA AND RESOLUTIONS NOT ON CONSENT AGENDA

(Limited to three minutes per individual)

COMMISSION COMMENT REGARDING MEETING BUSINESS

CONSENT AGENDA

Minutes:

Minutes for the February 20, 2024 City Commission Regular Meeting

Petitions, Communications, Reports:

City Manager's Report for March 5, 2024

Ambulance Report for December 2023

Ambulance Report for January 2024

Resolutions:

379 A Resolution seeking authorization for the City Manager to execute all documents necessary to sell three parcels of vacant city-owned land located in Newton Township and one vacant lot located in Emmett Township to Darian A. Niecko, Cole M. Vandybogurt, Glenn Elmen and Todd S. Wilson for $75,500.

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

380 A Resolution approving the 161 East Michigan Ave Brownfield Plan for the Justice Service Center mound removal project at 161 E. Michigan Avenue in Battle Creek.

381 A Resolution seeking support for the rehabilitation of three Battle Creek bridges and authorizing the City Manager or City employee designee to seek Federal and/or State financial participation for these projects through the grant application process.

382 A Resolution seeking approval for an amendment to the 2023/2024 Fee, Bond, and Insurance Schedule.

383 A Resolution seeking to set a Closed Session on a labor matter for March 5, 2024. Pulled

GENERAL PUBLIC COMMENT

(Limited to three minutes per individual)

COMMISSION COMMENTS

ADJOURNMENT

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

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

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

(b) During public hearings when scheduled, speakers may present facts and

opinions on the specific matter being heard by the Commission. A three-minute time limit is imposed per speaker. In the discretion of the Mayor or presiding officer, the time limit for individual speakers may be lengthened or shortened when appropriate.

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

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

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

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

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

(*ii*) Appelant 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 invided 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 National Women's History Month 2024

BATTLE CREEK, MICHIGAN - 3/5/2024

Battle Creek City Commission
3/5/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Proclamation for National Women's History Month 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
Proclamation_for_National_Women_s_History_Month_2024.pdf	Proclamation for National Women's History Month 2024

Proclamation

WHEREAS, Women of every race, class, and ethnic background have helped found the United States of America in countless recorded and unrecorded ways; and

WHEREAS, Women have played and continue to play a critical economic, cultural, and social role in every sphere of our Nation's life; and

WHEREAS, Women of every race, class, and ethnic background have served as early leaders in the forefront of every major progressive social change movement, not only to secure their own rights and equal opportunity, but also in the Abolitionist Movement, the Emancipation Movement, the Industrial Labor Union Movement, and the Modern Civil Rights Movement; and

WHEREAS, Today, women are active in local, state, and national government and are holding positions of office in unprecedented numbers reminding us that we all follow in the footsteps of extraordinary women who fought for equality and for their voices to be heard; and

WHEREAS, The City of Battle Creek is honored to celebrate local women in leadership roles such as my fellow City Commissioners, the City Manager and City Attorney, our Senior Staff City Employees, the WK Kellogg Foundation CEO, Battle Creek Public Schools Superintendent, and the CEO of the Battle Creek Chamber of Commerce just to name a few; and

WHEREAS, The National Women's History Alliance 2024 theme for Women's History Month is *"Women Who Advocate for Equity, Diversity and Inclusion."* This theme recognizes "women who are committed to embracing everyone and excluding no one in our common quest for freedom and opportunity;"

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

"NATIONAL WOMEN'S HISTORY MONTH"

in the Greater Battle Creek Area and encourage all neighbors to honor the role of women in our community and families and to recognize the significant contributions they make to not only our City but also our lives on a daily basis.

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 5th day of March 2024.

Mark A. Behnke, Mayor

General Detail NO.

ARPA Community Project Presentation - Susan Balbaugh, The Music Center

BATTLE CREEK, MICHIGAN - 3/5/2024

Battle Creek City Commission
3/5/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

ARPA Community Project Presentation - Susan Balbaugh, The Music Center

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
City_of_BC_ARPA_Presentation.pdf	ARPA Community Project Presentation - Susan Balbaugh, The Music Center

The Music Center
of
South Central Michigan

The Music Center
MUSIC CENTER
OF SOUTH CENTRAL MICHIGAN

ABOUT TMC

- Battle Creek Symphony
- Community Music School
- IMPACT FREE after-school program for at risk kids
- Battle Creek Community Chorus

REMO
RHYTHM CLUB
FLOOR TOM

Sojourner
Choir

EXIT

MISSION:

Building Community Through Music

MUSIC IS A TOOL

2023-2024 Impact

- 1,436 Music Students
- 5,315 BCSO Attendees

24,270 “Touch Points”

- 36,045 Hours of Music Experienced by the Community

- **$468,524 in Artist Salaries**
- **Over $3 Million in Financial Impact!**

TIMA

COVID DAMAGE: $661,000

- Lost Revenue
- Increased Expenses

ARPA AWARD

TMC thanks the

City of Battle Creek, the Mayor, and the

City Commissioners

For this grant of $48,000

And Laura Otte and others who assisted

How We Used the Funds

- $39,440 Program Salaries
- $2,060 Administrative Salaries
- $1,500 Office Supplies
- $2,000 Training for Program Staff
- $3,000 Marketing/Advertising

MMC
MICHIGAN MUSIC
CONFERENCE
WELCOME
RFORMAN
GROUPS
TO MMC
MMC
MICHIGAN MUSIC
CONFERENCE
Amway - Am
Thursday, January 19
Friday, January 20, 2
Teri
Noaeill

This provided:

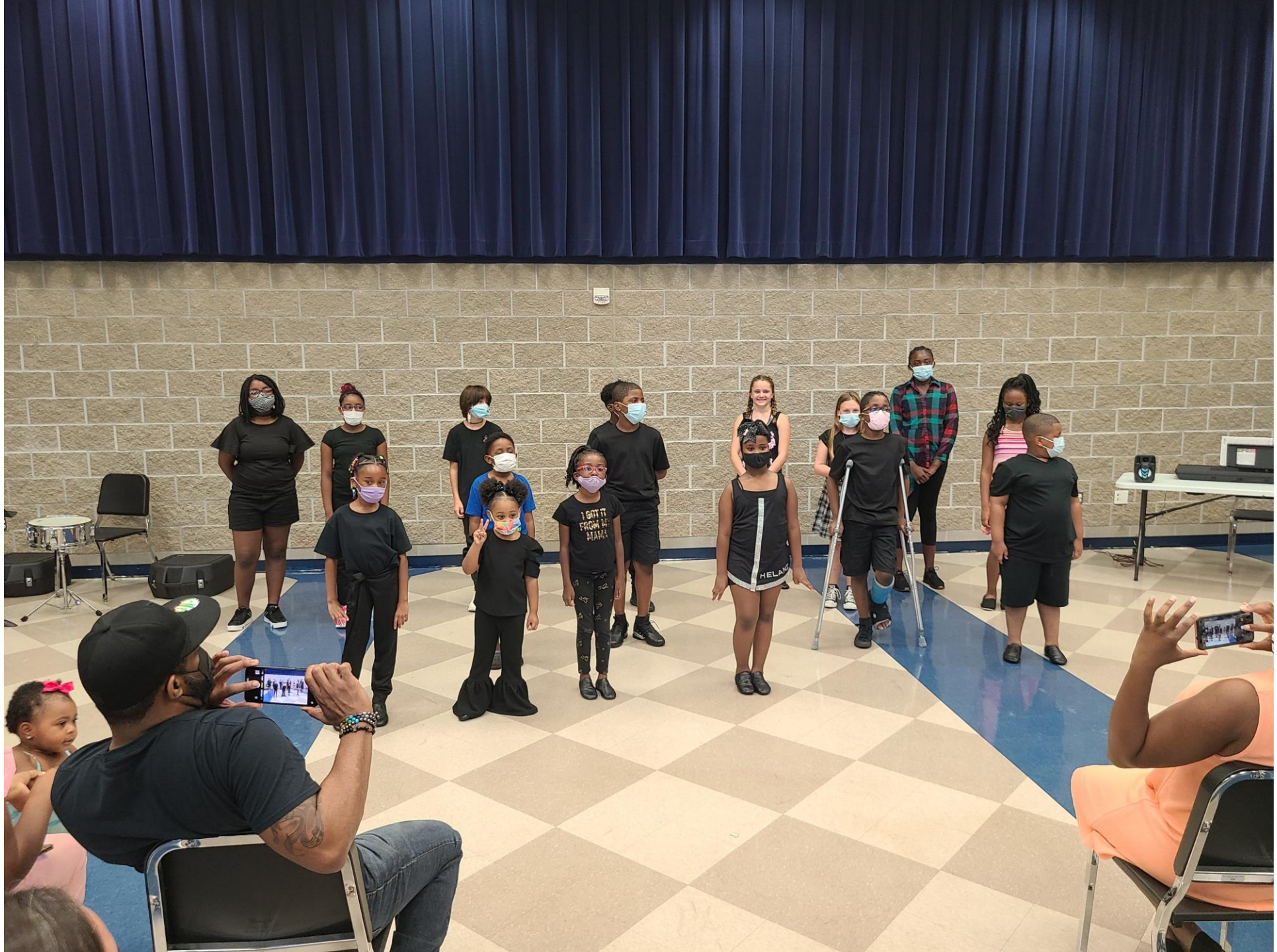
- 1845 Program Hours
- 100 Administrative Hours
- 82 Training Hours for 17 Faculty

Ibanez

W.K.K.

EXIT
YAMAHA
EVERY PIECE BELONGS

EXIT


I GOT IT
FROM MY
MAMA

Reserved

EXIT
YAMAHA
Roland
CMS

CURE

Questions?

Thank You!

General Detail NO.

ARPA Community Project Presentation - Dr. Nakia Baylis, The Village Network

BATTLE CREEK, MICHIGAN - 3/5/2024

Battle Creek City Commission
3/5/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

ARPA Community Project Presentation - Dr. Nakia Baylis, The Village Network

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
ARPA_Presentation.pdf	ARPA Presentation
ARPA_Brief.pdf	ARPA Brief

THE VILLAGE NETWORK of battle creek

SOCIAL JUSTICE

INCLUSION • INVESTMENT • ACCOUNTABILITY

OPERATIONAL MODEL

STRATEGY

STRUCTURE & ACCOUNTABILITIES

Where: historically/chronically/systemically disinvested in people & places

Who: coalition of trusted leaders of marginalized communities

MANAGEMENT SYSTEMS

Priority Areas: economic justice, education justice, and social justice

Guided by: resident voice & community data

Monitoring: economic development inclusion, academic achievement, and job/wage data

CAPACITY

Current Community Conditions: power structures, resources, and relationships

Expertise: systems-level strategy & networking, economic development, education, social justice, project management/coordination, legal and public relations

WAYS OF WORKING

Advocacy: Build and leverage critical relationships, convene people in and across places and translate voice to power through advocacy (*system disruption activities – op-ed/media campaigns, letter writing campaigns, public convening/mobilization, public information sharing, protests, and research*)

EXECUTION

ORGANIZATIONAL PRIORITIES

- Serve as a watchdog organization
- Serve as a champion entity for historically, systemically and chronically disinvested people
- Provide staple programs and initiatives that achieve economic, education and social justice

ECONOMIC JUSTICE

- **What**: The ideology that the economy will be more successful if it's fairer because prosperity and justice are interdependent.
- **So:** Opportunities must be created for all people to thrive.
- **How:** Equitable opportunities for employment and wealth.

TVNBC 4 ECONOMIC JUSTICE PRIORITIES

Access to Education & Credentials

TVNBC will lead and monitor advocacy activities and provide technical supports to establish satellite centers in disinvested communities in partnership with education and workforce direct service providers.

- Increased participation of underserved community representatives (leadership) being actively engaged in workforce development partnerships.

Reduction in race-driven wage and investment gaps

TVNBC will build, maintain, and leverage relationships with systems to create new processes and policies to identify and mitigate wage and investment inequities.

- Documentation of wage and investment inequities and execution of tactics that support learning, accountability, and collaborative solution-building.

Increased wages for low wage earners

TVNBC will collaborate with workforce development partners to advocate for employer and philanthropic support to fill wage gaps for low wage earners.

- Philanthropic commitment to invest or employer-sponsored program that helps fill wage gaps for low wage earners.

Increase in underserved community participation in the local economic development ecosystem

TVNBC will work in partnership with underserved residents, community-based organizations (CBOs), and the city to create formal agreements and/or policies to support inclusive practices for underserved residents to acquire property and assets..

- Formal agreements and/or ratified city policy ensuring the inclusion of underserved communities in economic development opportunities in Battle Creek.

PREMISE

Creating more opportunities for all members of society to earn viable wages will contribute to sustained economic growth

SOCIAL JUSTICE

Equitable access in all settings

SOCIAL JUSTICE 4-POINT PLAN

Neighborhood Engagement

Meeting Battle Creek residents where they are cultivates an overstanding and builds awareness around the many issues (internal and external) that impact their daily lives. Formal, as well as informal, open group dialogue will be documented and coalesced to reveal the collective vision for a transformation of the individual, collective, and larger community at large.

Neighborhood Organizing

Within the context of a welcoming and judgment-free social justice hub(s), organic leaders (youth, elders, formerly incarcerated, parents) will connect with larger networks to receive training and become engaged with one another. The near-term aims are to one, shift the narrative from oppressed to liberatred, and two, to gain the skills and knowledge necessary to hold government, businesses, and nonprofits accountable as they look to invest in the neighborhood.

Neighborhood Advocacy

Facilitate pathways for residents to stay in the know about decisions being made that affects them. This includes navigating pathways with, for example, the different levels of community development, local government, corporations relocating to Battle Creek, etc.

Neighborhood Sustainability

Facilitate the creation of a larger strategic plan in concert with residents, allies, and stakeholders. Residents will define the goals and be supported in developing the capacity needed to establish a viable, inclusive, and life-giving neighborhood for generations to come.

THANK YOU

THE VILLAGE NETWORK of battle creek

W.K. KELLOGG FOUNDATION

THE VILLAGE NETWORK of battle creek

ARPA Funding Summary

10 BIPOC-led and focused community-based organizations received more than $575,000 in ARPA funding and leveraged it to achieve positive outcomes, showcasing each organization's commitment to work and community.

Examples of Impactful Initiatives:

- New Level Sports Ministries, which aims to equip youth with essential skills, including financial management and golf course pro-shop management, utilized ARPA funding for a workforce development program. As a result, youth that underwent the program achieved a 30% to 40% increase in revenue from managing their concession stands.

- Burma Center's utilization of ARPA funding led to the installation of a new HVAC system, which increased their rental requests and enabled them to host events year-round.

- Truth in Action Ministries developed a community garden for the Post-Edition community to produce fresh fruits and vegetables and encourage residents to grow their own produce.

- Cool People, with a focus on serving over 200 youth, used its ARPA funding for workforce development, basketball, and afterschool programs to equip youth with essential life skills.

The impact of the ARPA projects on Battle Creek's BIPOC-led and focused organizations is evident in their accomplishments, and the ongoing progress serves as a testament to their dedication to the community's welfare and development. The transformational initiatives undertaken by these organizations underscore the significance of continued support and recognition of their contributions to Battle Creek's diverse and evolving community.

Burma Center
Burma Center utilized ARPA funding to upgrade its facility, including the HVAC system. With a new HVAC system, Burma Center has been able to increase rental requests for its gymnasium as it can now host year-round. Burma Center hosted more than 23 events in 2023.

Kingdom Builders
The funding received by Kingdom Builders has allowed it to move towards the outcome of completing and elevator and fire suppression system to the 2nd and 3rd floors of the building.

Urban League
The Southwestern Michigan Urban League's has made progress toward renovating and creating a space that would foster community and networking events. It has finalized aesthetics and the ARPA funds have allowed the organization to increase the potential for additional activities.

New Level Sports Ministries
New level Sports Ministries hopes to begin construction of its Early Childhood Center this summer. Meanwhile, it has made progress on its food security outcomes by purchasing land for an outdoor farm.

Truth in Action Ministries
Truth in Action Ministries' ARPA funding expanded its budget and capacity to develop a community garden that helps mitigate food insecurity.

APRI
APRI's intended economic development outcome is to establish and organize a 501c (3) status nonprofit that will have the ability to earn revenue through sales and attainment of a functioning commercial space that would contribute to cultural awareness of contributions by Black Leaders through relevant nostalgic antiques.

Cool People
Cool People has made significant progress in its workforce development programming. Cool People has also seen an increase in building usage as individuals and community organizations have expressed interest in renting space for their activities. This is in line with their vision of becoming a community hub for members and organizations, including grassroots organizations that may not have the funds to rent.

Big Homies Incorporated
Big Homies Incorporated is using ARPA funding to create a community engagement room, ADA compliant access ways, bathroom facilities and a conceptual site plan for the campus.

Catching the Dream
Catching the Dream has made significant progress on growing its operational capacity to support working families through educational programming. In Catching the Dream's Family Engagement program, staff work with families to build their knowledge on early learning and the importance of children's engagement in quality early learning opportunities. The ARPA funds received supported the community home visitors in this Program, by equipping them with three laptops, one desktop and one blue tote.

RISE Corp
RISE Corp's Freedom Program has served 30 BIPOC K – 12 grade scholars, who were free or reduced school lunch eligible. The Freedom School Program recognizes youth who are struggling emotionally and academically.

General Detail NO.

A Public Hearing for the purpose of reviewing and receiving public comment on the proposed 161 East Michigan Ave Brownfield Plan.

BATTLE CREEK, MICHIGAN - 3/5/2024

Battle Creek City Commission
3/5/2024

Action Summary

Staff Member: Ted Dearing, Assistant City Manager

Department: City Manager

SUMMARY

A Public Hearing for the purpose of reviewing and receiving public comment on the proposed 161 East Michigan Ave Brownfield Plan.

BUDGETARY CONSIDERATIONS

If approved, the Plan will include tax increment financing to cover eligible project costs identified in the Plan.

HISTORY, BACKGROUND and DISCUSSION

The Justice Service Center mound removal project consists of three parcels totaling approximately 15.49 acres of land located north of Michigan Avenue, east of Division Street North, south of East Van Buren Street, and west of Elm Street in Battle Creek, Michigan.

PIN # 52-2620-40-006-0

161 E Michigan Ave, 10.93 Part 201 “facility”

PIN # 52-2620-36-020-0

Unaddressed Elm Street, parcel 3.82 Adjacent and contiguous

PIN # 52-2620-36-016-0

Unaddressed Elm Street, parcel 0.74 Adjacent and contiguous

This Plan will allow the Brownfield Authority to reimburse 161 East Michigan Ave Brownfield Plan for the costs of eligible environmental and non-environmental activities needed to safely redevelop three tax parcels totaling approximately 15.49 acres of land.

The Brownfield Plan, if approved, provides for the use of tax incremental financing, to reimburse 161 East Michigan Ave Brownfield Plan. The proposed brownfield incentives is needed to make the removal project economically viable.

DISCUSSION OF THE ISSUE

POSITIONS

The Battle Creek Brownfield Redevelopment Authority Board approved the Brownfield Plan for 161 East Michigan Avenue at their November 21, 2023, board meeting.

ATTACHMENTS:

File Name	Description
No Attachments Available	

General Detail NO.

Minutes for the February 20, 2024 City Commission Regular Meeting

BATTLE CREEK, MICHIGAN - 3/5/2024

Battle Creek City Commission
3/5/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Minutes for the February 20, 2024 City Commission Regular Meeting

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
Minutes_for_the_February_20__2024_City_Commission_Regular_Meeting.pdf	Minutes for the February 20, 2024 City Commission Regular Meeting

Agenda: Battle Creek City Commission

Meeting Date: February 20, 2024- 7:00 PM

Location: City Commission Chambers

Chair: Mayor Mark A. Behnke

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

VIDEO

ATTENDANCE

COMMISSIONERS

Mayor Mark Behnke
Commissioner Jim Lance
Commissioner Patrick O'Donnell
Commissioner Christopher Simmons
Vice Mayor Sherry Sofia
Commissioner Roger Ballard
Commissioner Jenasia Morris
Commissioner Carla Reynolds
Commissioner Jake Smith

CITY STAFF

Rebecca Fleury, City Manager
Victoria Houser, City Clerk
Shannon Bagely, Police Chief
Bill Beaty, Fire Chief
Phil Krol, Aviation Manager
Chad Frein, IT Director
Jill Steele, City Attorney
Ted Dearing, Assistant City Manager
Aaron Kuhn, Revenue Services Director
Mallory Avis, Public Transit Director
Steve Skalski, Public Works Director
Amanda Woodin, Asst. Revenue Services

INVOCATION

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Comm. Lance.

ROLL CALL

PROCLAMATIONS AWARDS

Beautiful Battle Creek Awards

Mayor Behnke presented the Beautiful Battle Creek Awards.

Proclamation for Government Communicators Day

Mayor Behnke proclaimed February 24, 2024 as "Government Communicators Day."

Jessica VanderKolk and Eric McClure, Communications Department staff, shared the many types of communications their department provides.

PRESENTATIONS

Staff Presentation - Finance Department - Aaron Kuhn, Revenue Services Director

Aaron Kuhn, Revenue Services Director, presented the monthly staff report.

ARPA Community Project Presentation - Pastor Joe Hooper, Southwest Michigan Community Impact Association

Pastor Joe Hooper shared information on his organization's ARPA Community project.

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

There were no added or deleted resolutions.

PETITIONS COMMUNICATIONS REPORTS

There were no petitions, communications or reports.

ADOPTION OF ORDINANCES

361 A Resolution seeking to adopt Ordinance #01-2024, amending Sections 04, 05, 075, and 19 of Chapter 294 "General Personnel Regulations," by making changes to reference updated City Manager policies, to eliminate an obsolete employee performance evaluation program, and to comply with state law regarding employee residency.

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

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

MOTION PASSED

PUBLIC COMMENTS REGARDING CONSENT AGENDA AND RESOLUTIONS NOT ON CONSENT AGENDA

John Kenefick commented on resolution 378 regarding water and wastewater bonds.

(Limited to three minutes per individual)

COMMISSION COMMENT REGARDING MEETING BUSINESS

There were no Commission comments.

CONSENT AGENDA

Motion to Approve
Moved By: JENASIA MORRIS

Supported By: PATRICK O'DONNELL

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

MOTION PASSED

Minutes for the February 6, 2024 City Commission Regular Meeting

City Manager's Report for February 20, 2024

Review Committee Meeting Minutes for February 14, 2024

CONSENT RESOLUTIONS

362 A Resolution appointing Kelly Walden and Bryan Babel as new members and reappointing Mayor Mark Behnke, John Hart, Joel Fulton, Linda Freybler, William Schroer, Paul Conkey, Robert Corder and Leslie Hoffman to the Downtown Parking System Advisory Committee.

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

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

MOTION PASSED

363 A Resolution reappointing Edward Guzzo to the Battle Creek Downtown Development Authority.

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

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

MOTION PASSED

364 A Resolution appointing Kristyn Denison, Tommy Moton and Alana White as new members to the Planning Commission.

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

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

MOTION PASSED

365 A Resolution reappointing Gerardyne Drozdowski to the Historic District Commission.

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

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

MOTION PASSED

366 A Resolution appointing Bernard Gladney and Colleen Lowe as new members to the Income Tax Board of Review.

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

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

MOTION PASSED

367 A Resolution reappointing Eric Blair to the Board of Appeals (Housing).

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

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

MOTION PASSED

368 A Resolution appointing Christopher Bacik as a new member to the Sustainable Battle Creek Committee.

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

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

MOTION

369 A Resolution reappointing Shannon Visger, Michelle Darner, Alana White and Justin Hodge to the BCTIFA / Brownfield Redevelopment Authority.

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

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

MOTION PASSED

370 A Resolution reappointing Alana White to the Local Development Finance Authority.

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

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

MOTION PASSED

371 A Resolution making permanent Temporary Traffic Control Orders - TTCO #s 1731, 1732 and 1733.

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

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

MOTION PASSED

372 A Resolution authorizing a contract to purchase an Apex Officer Training Simulator for the City of Battle Creek Police Department with Govred Technology, Inc., in a not-to-exceed amount of $69,500.00.

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

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

MOTION PASSED

373 A Resolution setting a Public Hearing on March 5, 2024, for the purpose of reviewing and receiving public comment on a Brownfield Plan for the proposed 161 East Michigan Ave Brownfield Plan.

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

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

MOTION PASSED

374 A Resolution seeking authorization regarding a contract with Schweitzer Incorporated for the Airport Operations and Maintenance Facility (AOMF) Lobby Renovations project from Schweitzer Incorporated in a not-to-exceed amount of $65,050.00.

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

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

MOTION PASSED

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

375 This Resolution is seeking to affirm and adopt the reduced service levels currently in place for Battle Creek Transit.

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

Comm. Ballard noted he was not supportive of the reduced service levels.

Comm. Morris thanked Ms. Avis and her staff for their hard work in trying to resolve the staffing issues, noting the City does not want to continue the reduced services and continues working to resolve the staff shortage.

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

MOTION PASSED

376 A Resolution seeking authorization for the City Manager to sign Contract No. 23-5518 with the Michigan Department of Transportation. (MDOT) for hot mix asphalt cold milling and resurfacing along 20th Street North from Columbia Avenue (M-96) to Goguac Street West.

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

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

MOTION PASSED

377 A Resolution seeking authorization for the City Manager to execute the 2023 HOME-funded Neighborhoods, Inc. of Battle Creek Tenant-Based Rental Assistance (TBRA) Grant Agreement for the amount of $235,810.

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

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

MOTION PASSED

378 A Resolution Seeking Authorization for Publication of a Notice of Intent to Issue Water and Wastewater System Revenue Bonds.

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

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

MOTION PASSED

GENERAL PUBLIC COMMENT

David Moore commented on resolution 375 regarding reduced transit services.

Christena Smith reminded the commission of the impact the reduced transit services are having on residents.

John Kenefick also commented on transit services, sharing some information he found while researching other municipalities' transit departments.

(Limited to three minutes per individual)

COMMISSION COMMENTS

Comm. O'Donnell shared that several organizations are working together to find a solution to the transit issues.

Comm. Simmons and Comm. Ballard expressed appreciation to the City Clerk and her partners working together to offer early voting to residents, encouraging residents to vote at the early voting center at the Kool Family Community Center.

ADJOURNMENT

Mayor Behnke adjourned the meeting at 7:58 PM

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

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

(a) Persons desiring to address the City Commission are encouraged, but shall

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

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

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

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

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

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

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

(*ii*) Appelant 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 invided 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 March 5, 2024

BATTLE CREEK, MICHIGAN - 3/5/2024

Battle Creek City Commission
3/5/2024

Action Summary

Staff Member: Rebecca Forbes, Executive Assistant

Department: City Manager

SUMMARY

City Manager's Report for March 5, 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
City_Manager_Report_03052024.pdf	City Manager's Report for March 5, 2024

MEMO

Date: 03/05/2024

To: Mayor and City Commission

From: Rebecca L. Fleury, City Manager

RE: City Manager's March 05, 2024, Agenda Report

A Public Hearing for the purpose of reviewing and receiving public comment on the proposed 161 East Michigan Ave Brownfield Plan.

This is a Public Hearing for the purpose of reviewing and receiving public comment on the proposed 161 East Michigan Ave Brownfield Plan.

380 **A Resolution approving the 161 East Michigan Ave Brownfield Plan for the Justice Service Center mound removal project at 161 E. Michigan Avenue in Battle Creek.**

The 161 East Michigan Ave Brownfield Plan for the Justice Service Center mound removal project consists of three parcels totaling approximately 15.49 acres of land located north of Michigan Avenue, east of Division Street North, south of East Van Buren Street, and west of Elm Street in Battle Creek, Michigan. This Plan will allow the Brownfield Authority to reimburse 161 East Michigan Ave Brownfield Plan for the costs of eligible environmental and non-environmental activities needed to safely redevelop the land.

The Brownfield Plan, if approved, provides for the use of tax incremental financing, to reimburse 161 East Michigan Ave Brownfield Plan. The proposed brownfield incentives is needed to make the removal project economically viable. **Approval is Recommended.**

381 **A Resolution seeking support for the rehabilitation of three Battle Creek bridges and authorizing the City Manager or City employee designee to seek Federal and/or State financial participation for these projects through the grant application process.**

In the fall of 2023, inspections of three bridges in the City revealed cracking and spalling of beams, deck surfaces and unsealed fixed joints. While the deterioration of these bridges presents no hazard at this time, rehabilitation is needed to stop further deterioration that could present dangers to life and property.

Allowing these conditions to continue will eventually require bridge closures or restricted weight limits. Repairing these bridges before deterioration proceeds to that stage can avoid these lengthy closures and weight limits, and will allow the bridges to be repaired at lower costs.

City staff requests support for preventative maintenance on the Emmett Street Bridge over the Battle Creek River and Capital Ave NE Bridge over the Battle Creek River, and a superstructure replacement for the Burnham Street Bridge over the Kalamazoo River.

This Resolution seeks support for the rehabilitation of three Battle Creek bridges and authorizing the City Manager or City employee designee to seek Federal and/or State financial participation for these projects through the grant application process. **Approval is Recommended.**

382 **A Resolution seeking approval for an amendment to the 2023/2024 Fee, Bond, and Insurance Schedule.**

Since 2018, fees at Binder Park Golf Course have increased by 5.3%, while during that same period, the consumer price index has gone up 22.1%. Faced with escalating expenses and critical short- and long-term capital needs, golf course staff are recommending an increase of approximately 10.6% for a combination of greens, cart, and range fees along with memberships for the upcoming year.

Details on the specific fee increases recommended are attached to the resolution along with information on the short and long-term capital needs at the Course. If approved, this Resolution will amend the 2023/2024 Fee, Bond, and Insurance Schedule to provide for an increase in fees at Binder Park Golf Course. **Approval is Recommended.**

383 **A Resolution seeking to set a Closed Session on a labor matter for March 5, 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; and that, Rebecca L. Fleury, City Manager, is hereby appointed as the designated secretary to record and prepare appropriate Minutes of this Closed Session.

This Resolution seeks to set a Closed Session on a labor matter for March 5, 2024. **Approval is Recommended.**

Resolution NO.

Ambulance Report for December 2023

BATTLE CREEK, MICHIGAN - 3/5/2024

AMBULANCE SERVICES
MONTHLY PERFORMANCE REPORT

Report for the month of December 2023

Life Care Ambulance Service

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

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

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

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

Priority 3 Responses -- 15 Minutes

Life-threatening Emergencies City-wide

Number of runs for the month 620. Percentage of runs accomplished within guidelines 76.46%

Life-threatening Emergencies per Ward

	Ward 1	**Ward 2**	**Ward 3**	**Ward 4**	**Ward 5**
Number of Runs	107	217	111	80	105
Percentage Achieved	77.6%	89.9%	86.49%	81.3%	80.00%

Priority 3 Responses

Number of runs for the month 447. Percentage of runs accomplished within guidelines 80.76%

Battle Creek City Commission
3/5/2024

Action Summary

Staff Member: Shawna Beach, Records/Election Clerk

Department: City Clerk

SUMMARY

Ambulance Report for December 2023

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
No Attachments Available	

Resolution NO.

Ambulance Report for January 2024

BATTLE CREEK, MICHIGAN - 3/5/2024

AMBULANCE SERVICES
MONTHLY PERFORMANCE REPORT

Report for the month of January 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 559. Percentage of runs accomplished within guidelines 73.35%

Life-threatening Emergencies per Ward

	Ward 1	**Ward 2**	**Ward 3**	**Ward 4**	**Ward 5**
Number of Runs	84	205	101	61	108
Percentage Achieved	81.0%	88.3%	81.19%	80.3%	65.74%

Priority 3 Responses

Number of runs for the month 454. Percentage of runs accomplished within guidelines 82.60%

Battle Creek City Commission
3/5/2024

Action Summary

Staff Member: Shawna Beach, Records/Election Clerk

Department: City Clerk

SUMMARY

Ambulance Report for January 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
No Attachments Available	

Resolution NO. 379

A Resolution seeking authorization for the City Manager to execute all documents necessary to sell three parcels of vacant city-owned land located in Newton Township and one vacant lot located in Emmett Township to Darian A. Niecko, Cole M. Vandybogurt, Glenn Elmen and Todd S. Wilson for $75,500.

BATTLE CREEK, MICHIGAN - 3/5/2024

Resolved by the Commission of the City of Battle Creek:

That, Section 12.1 of the Charter of the City of Battle Creek authorizes the City to sell real property, and the City believes it is in its best interest to do so in this instance.

The City Manager is authorized to sell the following four parcels of vacant land, more specifically described below, to Darian A. Niecko, Cole M. Vandybogurt, Glenn Elmen and Todd S. Wilson:

Parcel #10-031-014-01, legally described as: EMMETT TWP/T2S R7W, SEC 31: 2A THAT PART OF S 330 FT OF SW1/4 LYING W'LY OF 6 MILE RD; and

Parcel #17-610-008-00, legally described as: NEWTON TWP. ASSESSORS PLAT OF WEST WOODLAND HILLS LOT 8 (6-Mile Rd); and

Parcel #17-060-006-40, legally described as: NEWTON TWP. ASSESSORS PLAT OF WEST WOODLAND HILLS LOT 8, (located at the end of Willow Run Road); and

Parcel #17-060-007-20, legally described as: SEC.6 T3S R7W PART NW1/4 COM AT NW COR THEREOF S 381 FT E 140 FT TO C/L 6 MILE RD. N ALG SD C/L TO N SEC LINE W TO BEG.

for the total amount of $75,500 pursuant to the terms in the purchase agreement and first addendum, dated 2/14/2024, a second addendum dated 2/18/2024 and a third addendum, dated February 20, 2024 as are attached.

Rebecca L. Fleury, the City Manager of Battle Creek, is authorized to execute any required closing documents included but not limited to the Warranty Deed to effectuate this sale, scriveners errors corrected.

Action Summary

Staff Member: Jill Humphreys Steele, City Attorney

Department: City Attorney

SUMMARY

A Resolution seeking authorization for the City Manager to execute all documents necessary to sell three parcels of vacant city-owned land located in Newton Township and one vacant lot located in Emmett Township to Darian A. Niecko, Cole M. Vandybogurt, Glenn Elmen and Todd S. Wilson for $75,500.

BUDGETARY CONSIDERATIONS

The City will be paid the purchase price of $75,500, and the closing costs such as title insurance and tax proration will be deducted from the proceeds. It is anticipated the net proceeds will be approximately $74,300 and it will be deposited to:

GL: 401.50.1401.673.010.

HISTORY, BACKGROUND and DISCUSSION

The City owns several parcels of vacant land suitable for residential purposes which are associated with Binder Park Golf Course but not currently being used in that operation.

A City Commission workshop was held in 2016 reviewing various strategies to aid the financial status of the Binder Park Golf Course budget (which was a successful effort resulting in the Golf Course currently being self-sustaining). Selling some of the parcels of residential land was among those strategies. The City Commission supported exploring that option and the parcels were listed for sale.

The largest parcel consisting of approximately 37.88 acres was listed for $228,000 and was ultimately sold for $191,000.

Four other parcels of land did not generate reasonable offers and the City allowed the listing agreement to expire. In February of this year, staff in the Community Services Department received an offer to purchase four of the parcels. Within a short period of time, a second offer was received from different proposed purchasers, who are neighboring property owners.

The City then communicated to both offerors that the City would be entertaining offers for the highest and best purchase offer with a deadline of February 20, 2024 at noon. The City received new offers from each of the previous offerors with a higher purchase price. The City accepted the higher of the two offers, and made it contingent on City Commission approval.

This Resolution seeks the City Commission's authorization to sell the four lots for $75,500. The City has been paying property taxes on at least three of these lots for a number of years. The total taxes paid in 2022 was $1,075.54. Selling the lots will provide compensation to the City, as well as save the City the expense of paying property taxes on the lots.

DISCUSSION OF THE ISSUE

POSITIONS

The City Manager's team and Community Services team support this Resolution.

ATTACHMENTS:

File Name	Description
Offer_to_Purchase_Land.pdf	Offer to Purchase Land
Addendum_1_to_Purchase_Agreement.pdf	Addendum 1 to Purchase Agreement
Addendum_2_to_Purchase_Agreement.pdf	Addendum 2 to Purchase Agreement
Addendum_3_to_Purchase_Agreement.pdf	Addendum 3 to Purchase Agreement

Authentisign ID: 13C4C559-87CB-EE11-85F9-6045BDD68161

WEST MICHIGAN REGIONAL VACANT LAND PURCHASE AGREEMENT

#

DATE: February 14, 2024, 3:00pm (time) MLS #

SELLING OFFICE: Coldwell Banker Morehart Realty BROKER LIC.#: REALTOR® PHONE: (269) 968-9293

LISTING OFFICE: REALTOR® PHONE:

1. **Effective Date:** This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.
2. **Agency Disclosure:** The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):
   ☐ Agent/Subagent of Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
   ☐ Transaction Coordinator
   Primary Selling Agent Name: Darian Niecko Email: darianniecko@gmail.com Lic.#: 6501428903

   Alternate Selling Agent Name: Email: Lic.#:
3. **Disclosure Statement:** Seller ☐ **SHALL** or ☒ **SHALL NOT** complete the attached Seller's Disclosure Statement for Vacant Land within three (3) days after the Effective Date. The parties agree that a Disclosure Statement for Vacant Land is not mandated by Michigan law. Nevertheless, if indicated above, Seller will complete the form voluntarily based on Seller's personal knowledge of the Property (as defined below). The Disclosure Statement is not a warranty of any kind by Seller or by any agent representing Seller in this transaction. Further, it is NOT a substitute for any inspections Buyer is advised to obtain under the Inspections Paragraph contained herein. If the Disclosure Statement is unacceptable to Buyer, for any reason, Buyer shall have the right to terminate this Agreement and receive any applicable Earnest Money Deposit by giving Seller written notice within four (4) days after Buyer's receipt of the Disclosure Statement, otherwise the right to terminate shall be deemed to have been waived.
4. **Property Description:** Buyer offers to buy the property located in the ☐City ☐ Village ☒ Township of Newton and Emmett, County of Calhoun, Michigan, commonly known as (insert mailing address: (street/city/zip code): , with the following legal description and parcel ID numbers: Multiple parcels and long legals. See Addendum 1 PP# (the "Property").

   The following paragraph applies only if the Property includes unplatted land:
   Seller agrees to grant Buyer at closing the right to make (insert number) All division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before , of the proposed division to create the Property.
5. **Purchase Price:** Buyer offers to buy the property for the sum of $ 70,000.00 Seventy Thousand U.S. Dollars
6. **Seller Concessions**, if any: none
7. **Terms:** The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)

   SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

   If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with Seller; 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Earnest Money Deposit; or 3) proceed to close the transaction at the agreed Purchase Price.

   ☒ CASH The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.

Subject Property Address / Description 02/14/2024 Date 3:00pm Time

CMV GE DAN TSW Buyer's Initials Seller's Initials

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Coldwell Banker Morehart Realty, 719 Capital Avenue SW Battle Creek MI 49015 Phone: (269) 968-9293 Fax: (269) 968-1212
Darian Niecko
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Neighboring Parcels

☐ NEW MORTGAGE The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a _____ type _____ (year) mortgage in the amount of _____ % of the sale price bearing interest at a rate not to exceed _____ % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within _____ days after the Effective Date, not to impair the Buyer's credit after the date hereof, and to accept such loan if offered. Buyer ☐ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent.

☐ SELLER FINANCING (check one of the following): ☐ LAND CONTRACT or ☐ PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to the Seller, then the Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, then the Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.
$ _____ upon execution and delivery of a _____
form (name or type of form and revision date), a copy of which is attached, wherein the balance of $ _____
will be payable in monthly installments of $ _____ or more including interest at _____ %
per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing.

☐ EQUITY (check one of the following): ☐ Formal Assumption or ☐ Informal Assumption
Upon execution and delivery of: ☐ Warranty Deed subject to existing mortgage OR ☐ Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately $ _____) between the Purchase Price above provided and the unpaid balance (approximately $ _____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc.
Exceptions: _____
☐ OTHER: _____

8. **Contingencies:** The Buyer's obligation to consummate this transaction (check one):
☒ IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.
☐ IS CONTINGENT UPON CLOSING - is contingent upon closing of a sale or exchange of Buyer's property located at:
_____.
A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement, in writing, within three (3) days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.
☐ IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____
on or before _____. Seller will have the right to continue to market Seller's property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's deposit will be refunded.
Exceptions: _____

9. **Fixtures and Improvements:** All improvements and appurtenances are included in the Purchase Price; and any and all items and fixtures permanently affixed to the Property.
Exceptions: _____

10. **Assessments (choose one):**
If the Property is subject to any assessments
☒ Seller to pay entire balance of any assessments related to the Property (regardless of any installment arrangements), except for any fees that are required to connect to public utilities. OR
☐ Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.
Seller has an ongoing obligation through the Closing to disclose to the Buyer any known pending assessments, including, but not limited to, any mandatory utility connection requirements, and/or benefit charges, and condominium special assessments, that have not been previously disclosed in writing to Buyer.

11. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.
☐ No proration. (Choose one):
☐ Buyer ☐ Seller will pay taxes billed summer _____ (year);
☐ Buyer ☐ Seller will pay taxes billed winter _____ (year);

☒ Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

☐ Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): ☐ advance. ☐ arrears.
Fiscal Year will be assumed to cover a 12 month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available the appropriate local assessor's office. Buyer acknowledges and agrees that property taxes for the Property may be higher than the amount of current property taxes. Under Michigan law, real property tax obligations can change significantly when property is transferred.

12. **Sidewalk Inspection:** If Property is in a municipality that requires a sidewalk inspection, Seller shall order the inspection and pay for any repairs deemed necessary by the municipality, so that the Property will be in compliance with any applicable sidewalk ordinance as of the closing date.

13. **Inspections:** By signing this Agreement, Buyer is representing that the Buyer is aware that professional services are commercially available at a fee by expert(s) selected by Buyer.

☐ NO INSPECTIONS. Buyer elects to waive any and all inspections and agrees to accept the Property in "as-is" condition.

☒ INSPECTIONS. The Buyer has elected to arrange and pay for the following services/investigations, which shall include, but not be limited to: ☐ soil suitability for intended use ☐ zoning classification ☐ availability of utilities ☐ availability of building or driveway permits ☐ existence of wetlands ☐ tax classification ☐ contents of applicable restrictive covenants and building codes ☐ general suitability for Buyer's intended use ☐ any existing well/septic ☒ Other (specify): lot line adjustment approvals
Buyer shall have the right to terminate this Agreement and receive any applicable Earnest Money Deposit if the due diligence results are not acceptable to Buyer by giving Seller written notice within 30 calendar days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived.

During this period, Buyer, Buyer's agents and representatives shall have reasonable access to the Property to conduct such investigations as Buyer deems appropriate. Buyer agrees to indemnify and hold Seller harmless from any liability or claim arising from or in any way connected with any such inspections, including all costs and reasonable attorney's fees. To the extent the Property is damaged due to any of Buyer's investigations, Buyer agrees to restore the Property to its original condition.

By closing this transaction, Buyer agrees to accept the Property in "as-is" condition and "with all faults."

Exceptions: _____

14. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An expanded coverage ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within ten (10) days after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a standard ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's Earnest Money Deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or, by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable Earnest Money Deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms.

Exceptions:

15. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the property and the location of improvements thereon.

☒ Buyer ☐ Seller (check one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☐ No Survey. Buyer has waived all rights under this paragraph.

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the property and the location of such improvements thereon.

Exceptions:

16. **Prorations:** Rents, leases or interest on any existing land contract, mortgage or lien assumed by Buyer and Buyer items normally

prorated in real estate transactions, shall be adjusted to the date of closing. All rental security deposits shall be paid to Buyer at closing. Crop shares or land rents shall be prorated on a calendar year basis unless otherwise agreed to above. Growing crops or land prepared for crops shall not be ruined without permission from a compensation to owner of crops.

17. **Loss/Damage to Property:** If between the Effective Date of this Agreement and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control which cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer of such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of the notice, and Buyer shall receive a refund of Buyer's Earnest Money Deposit. If neither party elects to terminate this Agreement, then the parties shall proceed to close, in which case there shall be no reduction in the Purchase Price and at closing Seller shall assign to Buyer whatever rights Seller may have with respect to any insurance proceeds or eminent domain award.

18. **Closing:** If agreeable to both parties, the sale will be closed as soon as closing documents are ready, but not later than March 29, 2024. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their share of any title company closing fee, if applicable, **except in the case of VA financing where Seller will pay the entire closing fee.**

    Exceptions: _____

19. **Possession:** Seller shall tender to Buyer possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. Seller shall deliver a written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease, as well as a notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer and Buyer agrees to assume all obligations under any such lease.

    Exceptions: _____

20. **Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 5:00pm (time) on February 21, 2024 (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. An Earnest Money Deposit in the amount of $ 1,000.00 shall be submitted to Devon Title (insert name of broker, title company, other), within 72 hours of the Effective Date of this Agreement, and shall be applied against Purchase Price. If the Earnest Money Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the deposit. If Buyer and Seller do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if either Buyer or Seller objects and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by Buyer or Seller. In the event of litigation involving the deposit, in whole or in part, the non-prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

21. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller.

22. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by Multiple Listing Service in the ordinary course of its business.

23. **Other Provisions:**

    Seller acknowledges that one of the purchasers is a licensed real estate agent in the state of Michigan. Buyer names and addresses listed on addendum 1.

24. **Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

25. **Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller agree that any signed copy of this Agreement and any amendments or addendums related to this transaction transmitted by facsimile or other electronic means shall be competent

evidence of its contents to the same effect as an original signed copy. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

26. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT REPLY** until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

27. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address _____ Authentisign Cole M Vandybogurt x Authentisign Darian A Niecko **Buyer**

Buyer 1 Phone: (Res.) _____ (Bus.) 02/14/24 02/14/24

Print name as you want it to appear on documents.

Buyer 2 Address _____ Authentisign Glenn Elmen x Todd S Wilson **Buyer**

Buyer 2 Phone: (Res.) _____ (Bus.) 02/14/24 02/14/24

Print name as you want it to appear on documents.

28. **Seller's Response:** The above offer is approved: ☐ As written. ☐ As written except:

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

29. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve the Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. The parties to the transaction have been advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

30. **Listing Office Address:** _____ Listing Broker License # _____

Listing Agent Name: _____ Listing Agent License # _____

31. **Seller's Approval and Acknowledgment:** Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time): _____

_____ Is Seller a U.S. Citizen? ☐ Yes ☐ No*

Print name as you want it to appear on documents.

X (Seller's Signature, Date, Time): _____

_____ Is Seller a U.S. Citizen? ☐ Yes ☐ No*

Print name as you want it to appear on documents.

Seller's Address: _____ Seller's Phone: (Res.) _____ (Bus.) _____

* If Seller(s) is not a U.S. Citizen, there may be tax implications and Buyer and Seller are advised to seek professional advice.

32. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer. All other terms and conditions in the offer remain unchanged.

X (Buyer's Signature, Date, Time): _____

X (Buyer's Signature, Date, Time): _____

33. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counter offer.

X (Seller's Signature, Date, Time): _____

X (Seller's Signature, Date, Time): _____

_____ 02/14/2024 3:00pm

Subject Property Address / Description Date Time

Authentisign CMV GE Authentisign DAN SW Buyer's Initials

Seller's Initials

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Neighboring Parcels

Authentisign ID: 13C4C559-87CB-EE11-85F9-6045BDD68161

WEST MICHIGAN REGIONAL
ADDENDUM TO PURCHASE AGREEMENT

MLS # _____ Date: February 14, 2024 _____(time)

Selling Office Coldwell Banker Morehart Realty, REALTOR® Phone (269) 968-9293 Fax (269) 968-1212

Listing Office _____, REALTOR® Phone _____ Fax _____

1. Addendum # 1 to Purchase Agreement dated February 14, 2024 covering property at

_____

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:
The purchase is to include the following four parcels with legal descriptions listed below:
#1
17-610-008-00
NEWTON TWP. ASSESSORS PLAT OF WEST WOODLAND HILLS LOT 8
#2
17-060-006-40
NEWTON TWP.SEC.6 T3S R7WPART NW1/4 COM S01DEG 34'33"E 678.81 FT & N88DEG 48'37"E 550.31 FT & N01DEG 11'23"W 467 FT FROM NW COR THEREOF S88DEG 48'37"W 331.33 FT TO C/L 6 MILE RD. N26DEG 58'50"E ALG SD C/L 113.02 FT TH NE'LY ALG CURVE TO LEFT 115.46 FT, RADIUS IS 380 FT CHORD BEARING N18DEG 16'33"E 115.02 FT S85DEG 00'00"E 221.90 FT SE'LY ALG CURVE TO RIGHT 168.92 FT, RADIUS IS 267 FT, CHORD BEARING S66DEG 52'30"E 166.12 FT S48DEG45'00"E 200 FT S59DEG 30'00"W 180 FT N86DEG 38'19"W 127.11 FT N01DEG 34'33"W 107 FT TO BEG.
#3
17-060-007-20
SEC.6 T3S R7WPART NW1/4 COM AT NW COR THEREOF S 381 FT E 140 FT TO C/L 6 MILE RD. N ALG SD C/L TO N SEC LINE W TO BEG.
#4
10-031-014-01
EMMETT TWP/T2S R7W, SEC 31: 2A THAT PART OF S 330 FT OF SW1/4 LYING W'LY OF 6 MILE RD
-Buyers information:
Darian A Niecko
11912 6 Mile Road, Battle Creek MI 49014
Cole M Vandybogurt
6166 Willow Run Drive, Battle Creek MI 49014
Todd S Wilson
6150 Willow Run Drive, Battle Creek MI 49014
Glenn Elmen
6122 Red Maple Road, Battle Creek MI 49014

Authentisign Darian A Niecko 02/14/24
Authentisign Cole M Vandybogurt 02/14/24
Authentisign Todd S Wilson 02/14/24
Authentisign Glenn Elmen 02/14/24

3. The ☐ Seller ☐ Buyer (check one) gives the above-named REALTOR® _____ days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

Date _____ X _____ Buyer
(Note: Please sign as you wish your name to appear on final papers.)

X _____ Buyer
(Note: Please sign as you wish your name to appear on final papers.)

5. **RECEIPT IS ACKNOWLEDGED BY SELLER** of a copy of this Agreement.

Date _____ X _____ Seller
(Note: Please sign as you wish your name to appear on final papers.)

X _____ Seller
(Note: Please sign as you wish your name to appear on final papers.)

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Authentisign ID: BBBB2E66-C4CE-EE11-85F9-6045BDD68161

WEST MICHIGAN REGIONAL
ADDENDUM TO PURCHASE AGREEMENT

MLS # _____ Date: February 18, 2024 7:30pm (time)

Selling Office Coldwell Banker Morehart Realty, REALTOR® Phone (269) 968-9293 Fax (269) 968-1212

Listing Office _____, REALTOR® Phone _____ Fax _____

1. Addendum # 2 to Purchase Agreement dated February 14, 2024 covering property at

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:
This addendum is in reference to the purchase agreement dated February 14, 2024 for the purchase of vacant land parcels 17-610-008-00; 17-060-006-40; 10-031-014-01; 17-060-007-20.

In response to the highest and best deadline, the buyers agree to increase the purchase price to $75,500.00.

All other terms to remain the same.

3. The ☐ Seller ☒ Buyer (check one) gives the above-named REALTOR® 3 days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

Date 02/18/2024

02/18/2024 X Darian A Niecko Glenn Elmen Buyer 02/18/24
(Note: Please sign as you wish your name to appear on final papers.)
Darian A Niecko Glenn Elmen

02/18/2024 X Cole M Vandybogurt Todd S Wilson Buyer
(Note: Please sign as you wish your name to appear on final papers.)
Cole M Vandybogurt Todd S Wilson 02/18/24

5. **RECEIPT IS ACKNOWLEDGED BY SELLER** of a copy of this Agreement.

Date 02/20/2024

X Rebecca L. Fleury Seller
(Note: Please sign as you wish your name to appear on final papers.)

X _____ Seller
(Note: Please sign as you wish your name to appear on final papers.)

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Authentisign ID: 87670099-06D1-EE11-85F9-6045BDD68161

ADDENDUM TO PURCHASE AGREEMENT

Date: February 20, 2024 8:00 p.m.

Phone: (269) 966-3355 Email: tedearing@battlecreekmi.gov

1. Addendum #3 to Purchase Agreement dated February 14, 2024 covering vacant property identified as tax parcels: 17-610-008-00; 17- 060-006-40; 10-031-014-01; and 17-060-007-20 located in Newton Township and Emmett Township, Calhoun County, Michigan.

2. This Addendum shall be an integral part of the Purchase Agreement, which is amended as follows:

In response to Buyer's increased offer to purchase at $75,500.00 as set out in Addendum #2 dated February 18, 2024, Seller accepts the offer, with the added contingency of receiving Battle Creek City Commission approval at the March 5, 2024 City Commission meeting.

All other terms to remain the same.

3. The Seller gives the Buyers' Agent REALTOR 3 days to obtain the written acceptance of this Addendum to the Purchase Agreement. If accepted, this Addendum will constitute a binding change to the Purchase Agreement.

4. **RECEIPT IS ACKNOWLEDGED BY BUYER** of a copy of this Agreement.

Date: _____

02/21/24 Cole M Vandybogurt Darian A Niecko 02/21/24

02/21/24 Glenn Elmen Todd S Wilson 02/21/24

5. **RECEIPT IS ACKNOWLEDGED BY SELLER** of a copy of this Agreement.

CITY OF BATTLE CREEK

Date: February 20, 2024

Rebecca L Fleury

By: Rebecca L. Fleury

Its City Manager

Resolution NO. 380

A Resolution approving the 161 East Michigan Ave Brownfield Plan for the Justice Service Center mound removal project at 161 E. Michigan Avenue in Battle Creek.

BATTLE CREEK, MICHIGAN - 3/5/2024

Resolved by the Commission of the City of Battle Creek:

That the City of Battle Creek, in accordance with the Brownfield Redevelopment Financing Act, Public Act 381 of 1996 as amended, held a public hearing on March 5, 2024 on the 161 East Michigan Ave Brownfield Plan for the Justice Service Center mound removal project at 161 E. Michigan Avenue in Battle Creek.

After considering input from the public hearing, the City Commission approves the attached 161 East Michigan Ave Brownfield Plan for the Justice Service Center mound removal project at 161 E. Michigan Avenue.

Battle Creek City Commission
3/5/2024

Action Summary

Staff Member: Ted Dearing, Assistant City Manager

Department: City Manager

SUMMARY

A Resolution approving the 161 East Michigan Ave Brownfield Plan for the Justice Service Center mound removal project at 161 E. Michigan Avenue in Battle Creek.

BUDGETARY CONSIDERATIONS

If approved, the Plan will include tax increment financing to cover eligible project costs identified in the Plan.

HISTORY, BACKGROUND and DISCUSSION

The Justice Service Center mound removal project consists of three parcels totaling approximately 15.49 acres of land located north of Michigan Avenue, east of Division Street North, south of East Van Buren

Street, and west of Elm Street in Battle Creek, Michigan. The eastern unaddressed Elm Street parcels are currently undeveloped, and grass covered. The western parcel (161 E Michigan Avenue) is currently developed with two government buildings totaling approximately 272,000 square feet. The buildings are occupied by the County Sheriff's Department. A wooded area with a soil mound is present in the southeast portion of the 161 E Michigan Avenue parcel.

*PIN # 52-2620-40-006-0
161 E Michigan Ave, 10.93 Part 201 "facility"

*PIN # 52-2620-36-020-0
Unaddressed Elm Street, parcel 3.82 Adjacent and contiguous

*PIN # 52-2620-36-016-0
Unaddressed Elm Street, parcel 0.74 Adjacent and contiguous

This Plan will allow the Brownfield Authority to reimburse 161 East Michigan Ave Brownfield Plan for the costs of eligible environmental and non-environmental activities needed to safely redevelop three tax parcels totaling approximately 15.49 acres of land.

The Property is eligible for inclusion in this Brownfield Plan in accordance with MCL 125.2652(n) because the Property is in the City of Battle Creek, a qualified local governmental unit, and the parcel located at 161 East Michigan Avenue qualifies as a "facility" as defined in Part 201 of the Natural Resources and Environmental Protection Act (P.A. 451 of 1994, as amended); and the other two parcels are adjacent and contiguous to the facility parcel.

The Brownfield Plan, if approved, provides for the use of tax incremental financing, to reimburse 161 East Michigan Ave Brownfield Plan. The proposed brownfield incentive is needed to make the removal project economically viable.

DISCUSSION OF THE ISSUE

POSITIONS

The Battle Creek Brownfield Redevelopment Authority Board approved the Brownfield Plan for 161 East Michigan Avenue at their November 21, 2023, board meeting.

ATTACHMENTS:

File Name	Description
Brownfield_Plan.pdf	Brownfield Plan for 161 East Michigan Avenue

BROWNFIELD PLAN

161 EAST MICHIGAN AVENUE
BATTLE CREEK, MICHIGAN 49014

City of Battle Creek Brownfield Redevelopment Authority
4950 West Dickman Road, Suite 1
Battle Creek, Michigan 49037

Prepared with the assistance of SME
3301 Tech Circle Drive, Kalamazoo, Michigan 49008
Brownfield Plan Date: September 18, 2023

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FIGURE 1: PROPERTY LOCATION MAP
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LEGAL DESCRIPTIONS OF PROPERTY PARCELS DESCRIBED IN SECTION III(G) OF THIS PLAN

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APPENDIX B

ELIGIBLE ACTIVITIES COST ESTIMATES

TABLES 1A AND 1B: ELIGIBLE ACTIVITIES COST TABLES

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SUMMARY OF TAX INCREMENT CAPTURES AND IMPACTS TO TAXING JURISDICTIONS

TABLE 2: TAX INCREMENT REVENUE CAPTURE ESTIMATES

APPENDIX D

SUMMARY OF TAX INCREMENT REIMBURSEMENTS OF ELIGIBLE ACTIVITIES

TABLE 3: TAX INCREMENT REVENUE ALLOCATION ESTIMATES

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I. INTRODUCTION

A. PLAN PURPOSE

The City of Battle Creek Brownfield Redevelopment Authority (Authority), duly established by resolution of the City of Battle Creek City Council, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the limits of the City of Battle Creek. The purpose of this Brownfield Plan (the Plan), to be implemented by the Authority, is to satisfy the requirements of Act 381 for including the eligible property described below, designated as the Battle Creek Redevelopment Project located in and around 161 East Michigan Avenue in Battle Creek, Calhoun County, Michigan (the "Property"), in the City's Brownfield Plan. The Property consists of one parcel of land that is a "facility" as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act (1994 P.A. 451, as amended) and two parcels that are adjacent and contiguous to the facility. The Property is located within the boundaries of the City of Battle Creek, the jurisdiction of the Authority.

This Plan allows the Authority to use tax increment revenue to reimburse an entity who incurs eligible activity costs (the "Developer") for the costs of eligible non-environmental and Department Specific (environmental) activities required to prepare the Property for safe redevelopment and reuse (see Section III). The proposed redevelopment will only be economically viable with the support and approval of the local and state brownfield redevelopment incentives.

B. PROPERTY DESCRIPTION

The Property consists of three parcels totaling approximately 15.49 acres of land located north of Michigan Avenue, east of Division Street North, south of East Van Buren Street, and west of Elm Street in Battle Creek, Michigan. The eastern unaddressed Elm Street parcels are currently undeveloped, and grass covered. The western parcel (161 E Michigan Avenue) is currently developed with two government buildings totaling approximately 272,000 square feet. The buildings are occupied by the County Sheriff's Department. A wooded area with a soil mound is present in the southeast portion of the 161 E Michigan Avenue parcel. The general location of the Property is shown on Figure 1. Figure 2 depicts the Parcel Map, which shows the eligible property boundary. The Property legal descriptions are provided in Appendix A.

PARCEL ID	ADDRESS	ACREAGE	METHOD OF QUALIFICATIONS
52-2620-40-006-0	161 E Michigan Ave	10.93	Part 201 "facility"
52-2620-36-020-0	Unaddressed Elm Street parcel	3.82	Adjacent and contiguous
52-2620-36-016-0	Unaddressed Elm Street parcel	0.74	Adjacent and contiguous

C. BASIS OF ELIGIBILITY

The Property is eligible for inclusion in this Brownfield Plan in accordance with MCL 125.2652(n) because the Property is in the City of Battle Creek, a qualified local governmental unit, and the parcel located at 161 East Michigan Avenue qualifies as a "facility" as defined in Part 201 of the Natural Resources and Environmental Protection Act (P.A. 451 of 1994, as amended); and the other two parcels are adjacent and contiguous to facility parcel. Figure 2 depicts the Property eligibility.

SME conducted a Phase II Environmental Site Assessment (ESA) on the 161 East Michigan Avenue portion of the Property on November 25, 2019. The assessment identified various volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), and metals in soil and VOCs in groundwater in monitoring wells at concentrations exceeding EGLE Generic Residential Cleanup Criteria (GRCC). As a result, the 161 East Michigan Avenue portion of the Property was determined to be a "facility" as defined by Part 201. The Phase II ESA is available upon request.

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D. PROJECT DESCRIPTION

The 161 East Michigan Avenue portion of the Property is approximately 10.93 acres in size and is developed with two government buildings. The southeastern portion of the parcel includes a wooded area with a soil mound that is approximately 50 feet wide, 350 feet long, and an average of 15 feet in height. The Property features are shown on Figure 2. The Property was developed by 1919 with rail lines and a "gateman tower" associated with an adjoining railyard/roundhouse and factory (located on the 161 E Michigan Avenue parcel). The rail lines remained on the Property until the late 1980s/early 1990s, when the Property became vacant land. Between 1993 and 1994 during construction of the Calhoun County Justice Center, soil was moved from various adjoining sites and piled on the Property in a mound. Trees subsequently vegetated the mound.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

III. BROWNFIELD PLAN

A. DESCRIPTION OF COSTS TO BE PAID WITH TAX INCREMENT REVENUES AND SUMMARY OF ELIGIBLE ACTIVITIES

The Developer will be reimbursed for the costs of eligible non-environmental and environmental activities necessary to prepare the Property for redevelopment. The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local and school operating tax revenues generated by the Property after redevelopment and captured by the Authority, subject to any limitations and conditions described in this Plan, approvals of the Michigan Economic Development Corporation (MEDC)/Michigan Strategic Fund (MSF) and Michigan Department of Environment, Great Lakes, and Energy (EGLE) for school operating tax capture, and the terms of a Reimbursement Agreement between the developer and the Authority (the "Reimbursement Agreement"). No personal property taxes are projected to be captured by this Plan at this time, but if incremental personal property taxes are generated by this Plan in the future, they will be captured.

The estimated total cost of non-environmental and environmental activities eligible for reimbursement from tax increment revenues, inclusive of 15% contingency, is $1,892,720.

The eligible activities are summarized on Table 1A and Table 1B in Appendix B and consist of both environmental (pre-approved activities such as Phase I ESAs, Phase II ESAs, BEAs, and plans and assessments for compliance with Section 2017a; due care response activities, other environmental response activities, and preparation of this Plan and Work Plans) and non-environmental (site preparation and the preparation of this Plan and Act 381 Work Plans) activities.

The costs of non-environmental and environmental activities eligible for reimbursement are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered. The reimbursement of eligible activities shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1994, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment. The estimated total cost of eligible activities to be reimbursed is $1,892,720. As long as this total cost limit is not exceeded, line-item categories and costs of eligible activities may be adjusted after the date this Plan, to the extent the adjustments do not violate the terms of Act 381.

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B. ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES

The 2023 taxable value (TV) for real property of the three parcels comprised by the Property is reported by the City of Battle Creek as $52,308, which is the initial taxable value for this Plan. Projected taxable values are included in Appendix C, Table 2. No development is currently planned for the Property. The increased taxable values in Table 2 are based on an anticipated uncapping of the 161 East Michigan Avenue parcel land appreciation. The estimated taxable value after completion of the site activities is $72,308. Taxable values in subsequent years are projected to increase by 2% annually. The actual TV will be determined by the actual site activities completion schedule and the assessor. In addition, future improvements to the Property would significantly increase the taxable values and tax increment revenue. Incremental personal property will also be captured if available but is not included in the estimates in this Plan.

The estimated taxable values, tax increment revenues to be captured, and the impact on taxing jurisdictions are presented in Table 2 provided in Appendix C. The actual annual incremental taxable value and captured tax increment revenue will be determined by the assessor. The actual increased taxable value of the land and all future taxable improvements on the Property may vary.

It is the intent of this Plan to provide for the proportional capture of all eligible tax increments in whatever amounts and in whatever years they become available until all eligible costs (estimated at $1,892,720). If the MEDC/MSF and EGLE elect not to participate in this Project, the portion of capture related to their proportionate share will be assumed by, made whole by, and become the responsibility of the other taxing entities to the extent allowed by Act 381.

C. METHOD OF FINANCING PLAN COSTS AND DESCRIPTION OF ADVANCES BY THE MUNICIPALITY

The Developer is ultimately responsible for financing the costs of eligible activities included in this Plan; however, the developer may seek additional grant or loan support for eligible activities. Neither the Authority nor the City of Battle Creek will advance any additional funds to finance the eligible activities. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the Authority to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan unless it is further amended.

D. MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS

Not applicable.

E. DURATION OF BROWNFIELD PLAN

The duration of this Brownfield Plan for the Property shall not exceed the shorter of the following: 1) reimbursement of all eligible costs, cumulatively not to exceed developer reimbursement $1,892,720 or 2) 30 years of capture for developer reimbursement. Reimbursement is planned to begin in tax year 2025. The maximum developer reimbursement period is 30 years. The eligible activities reimbursement cash flows are presented in Table 3, provided in Appendix D. Under these assumptions, full Developer reimbursement is not anticipated.

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F. ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

Incremental local and state tax revenues generated by the Project will be captured by the Authority until all incurred eligible brownfield redevelopment costs and Authority administrative costs are reimbursed, to the extent described in this Plan. The tax revenues available for capture for the Authority will be split between local and state school incremental taxes, estimated at 60.1% and 39.9%, respectively based on current millages with the assumption of MEDC/MSF and/or EGLE approval of a Work Plan. The ratios may change as the millages rate fluctuate over time or if the capture of incremental state school taxes was not approved by the MEDC/MSF and/or EGLE in whole or in part.

The estimated taxable values, tax increment revenues to be captured, and the impact on taxing jurisdictions are presented in Table 2, provided in Appendix C. The eligible activities reimbursement cash flows are presented in Table 3 provided in Appendix D.

G. LEGAL DESCRIPTION, PROPERTY MAP, PROPERTY CHARACTERISTICS AND PERSONAL PROPERTY

The Property consists of three parcels totaling approximately 15.49 acres of land located north of Michigan Avenue, east of Division Street North, south of East Van Buren Street, and west of Elm Street in Battle Creek, Michigan. The three parcels are:

- 161 East Michigan Avenue (52-2620-40-006-0) – 10.93 acres
- Northwest of Elm Street and East Michigan Avenue (52-2620-36-020-0) – 3.82 acres
- Northwest of Elm Street and East Michigan Avenue (52-2620-36-016-0) – 0.744 acres

The Property and parcel boundaries are shown in Figure 2. The Property and available legal descriptions are provided in Appendix B. Personal property is not currently included in the capture and reimbursement projections because it is unknown to what extent personal property taxes will be generated by the project; however, incremental personal property taxes generated by the project will be captured to reduce the reimbursement time.

H. ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES

No occupied residences are involved in the redevelopment, no persons reside at the Property, and no families or individuals will be displaced as a result of this development. Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this Plan.

I. PLAN FOR RELOCATION OF DISPLACED PERSONS

No persons will be displaced as a result of this development; therefore, a Plan for relocation of displaced persons is not applicable and is not needed for this Plan.

J. PROVISIONS FOR RELOCATION COSTS

No persons will be displaced as result of this development and no relocation costs will be incurred; therefore, provision for relocation costs is not applicable and is not needed for this Plan.

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K. STRATEGY FOR COMPLIANCE WITH MICHIGAN'S RELOCATION ASSISTANCE LAW

No persons will be displaced as result of this development; therefore, no relocation assistance strategy is needed for this Plan.

L. DESCRIPTION OF THE PROPOSED USE OF LOCAL BROWNFIELD REVOLVING FUND (LBRF)

The Authority has established a Local Brownfield Remediation Revolving Fund (LBRF) in accordance with Act 381. Funds from the LBRF may be used, at the sole discretion of the Authority, to finance or reimburse eligible activities described in this Brownfield Plan or eligible activities subsequently approved, solely for LBRF funding, by administrative action of the Authority to be conducted on the eligible property described in this Brownfield Plan.

The Authority plans to capture local and state tax increment revenue during the Developer's final year of reimbursement after the Developer is fully reimbursed, if possible. In addition, the Authority plans to capture up to five additional years of available tax increment revenue for deposit into its LBRF limited, if necessary, by the 30 total years of statutory capture. However, under the current projections the Developer will not be fully reimbursed at the end of 30 years.

M. OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT

There is no other material that the Authority or governing body considers pertinent.

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FIGURES

FIGURE 1: PROPERTY LOCATION MAP
FIGURE 2: ELIGIBLE PROPERTY BOUNDARY AND ELIGIBILITY MAP

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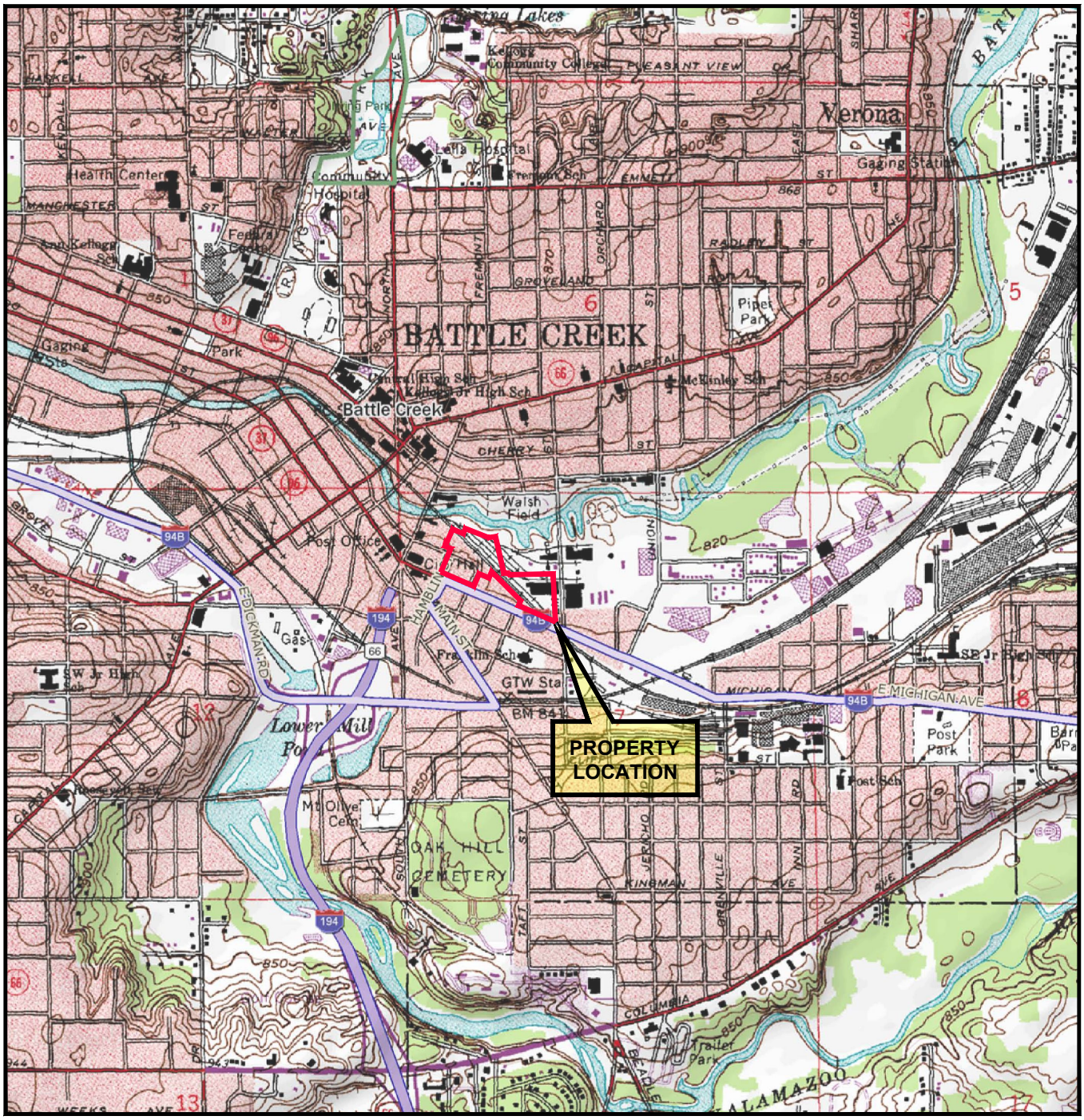


Base map obtained from ©DeLorme Topo North America™ 10.

0' 2000'

SCALE: 1" = 2000'

USGS QUADRANGLE(s) REFERENCED

BATTLE CREEK (MI) 1985

NORTH

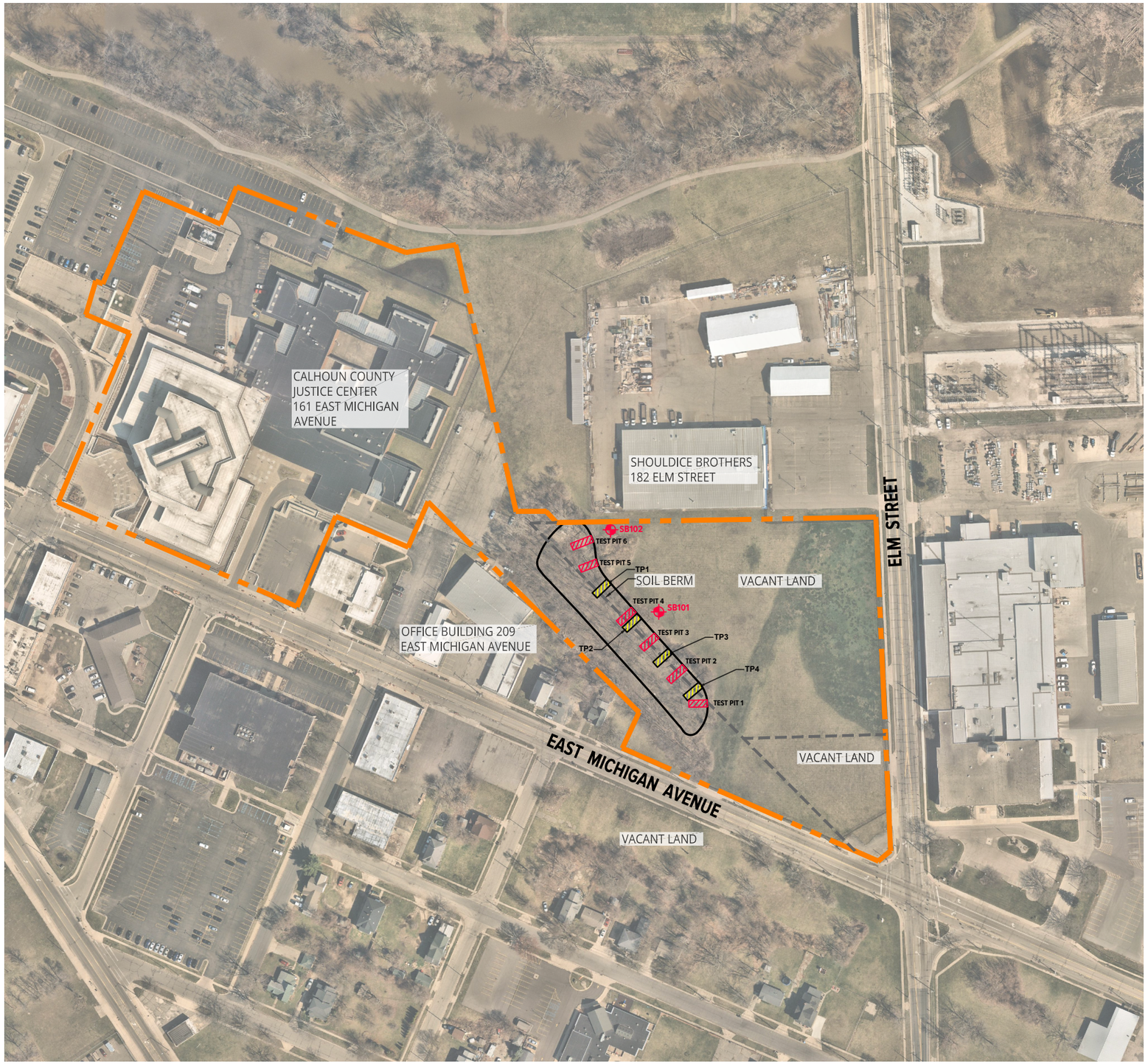
No.	Revision Date		
		Date	9-15-2023
		Drawn By	JAB
		Designed By	DKO
		Scale	1" = 2000'
		Project	093648.00

PROPERTY LOCATION MAP
161 EAST MICHIGAN AVENUE
BATTLE CREEK, MICHIGAN

SME
Kalamazoo ph: 269.323.3555
www.sme-usa.com

Figure No. 1

Sep 15, 2023 - 12:41pm - matt.nowakrochone \\sme-inc\pz\WIP\093648.00\CAD\Design Files\ENV\Rev0\093648.00-TOPO-FIG1.dwg



NORTH

0' 200' 400'

GRAPHIC SCALE: 1" = 200'

LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- APPROXIMATE PARCEL BOUNDARY
- TEST PIT/TRENCH LOCATION
- TEST PIT/TRENCH LOCATION (2015)
- APPROXIMATE SOIL BORING WITH TEMPORARY MONITORING WELL LOCATION

NOTE:
BASE DRAWING INFORMATION TAKEN FROM NEARMAP WITH IMAGE DATE 4-7-2023.

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Project

161 EAST MICHIGAN AVENUE

Project Location

BATTLE CREEK, MICHIGAN

Sheet Name

ELIGIBLE PROPERTY BOUNDARY MAP

No.	Revision Date

Date	9-15-2023
CADD	MNR
Designer	DKO
Scale	AS SHOWN
Project	093648.00
Figure No.	2

DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 11" X 17" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA

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APPENDIX A

LEGAL DESCRIPTIONS OF PROPERTY PARCELS DESCRIBED IN SECTION III(G) OF THIS PLAN

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Legal Descriptions

161 East Michigan Avenue (52-2620-40-006-0)

RE-SURVEY OF EAST BATTLE CREEK ALL OF BLK 3, PART OF BLKS 4, 36, 41, 42 & 43, ALSO PART OF VAC STATE & PITTEE STS MORE PARTICULARLY DESC AS BEG N LI OF STATE ST (57.75 FT WIDE) DIST S 67 DEG 57 MIN E 505.75 FT FROM ELY LI OF DIVISION ST - CONTN S 67 DEG 57 MIN E ALG NLY LI OF STATE ST 80 FT M/L TO ELY LI OF JAY ST EXT - SWLY ALG SD ELY LI DIST OF 321.75 FT - S 67 DEG 57 MIN E ALG NLY LI OF MICHIGAN AVE 462.25 FT - N 21 DEG 54 MIN E 170 FT - S 67 DEG 57 MIN E 140 FT - N 21 DEG 54 MIN E ALG ELY LI OF SD BLK 4 DIST OF 91.1 FT - S 46 DEG 23 MIN E 530.7 FT - S 22 DEG 03 MIN W 68.15 FT - S 67 DEG 57 MIN E ALG NLY LI OF MICHIGAN AVE 449.4 FT - N 46 DEG 23 MIN W 815 FT - N 87 DEG 30 MIN 52 SEC E 50 FT - N 46 DEG 23 MIN W 35.14 FT - S 87 DEG 30 MIN 52 SEC W 50 FT - N 14 DEG 23 MIN 34 SEC W 483.03 FT - S 80 DEG 05 MIN W 89.23 FT - N 65 DEG 03 MIN 05 SEC W 321.6 FT TO PT DIST S 67 DEG 57 MIN E 663 FROM ELY LI OF DIVISION ST - S 23 DEG 27 MIN W 65 FT M/L TO PT DIST N 23 DEG 27 MIN E 242 FT FROM NLY LI OF STATE ST - N 67 DEG 57 MIN W 150 FT - S 23 DEG 27 MIN W 182 FT - N 67 DEG 57 MIN W 13.67 FT - SLY ALG ARC TO RT 60.46 FT (RAD 300 FT; CHORD BRG S 15 DEG 48 MIN 17 SEC W 60.36 FT) TO POB, CONT 10.84 A M/L (2620-03-001-0, VAC STATE & PITTEE STS COMBINED WITH THIS PARCEL IN '97)

Unassigned Elm Street Parcel (52-2620-36-020-0)

RE-SURVEY OF EAST BATTLE CREEK PART OF BLK 36 COMM INT OF N LI OF BLK 36 & W LI OF ELM ST - S ALG SD W LI 24 FT TO TRUE POB - S ALG SD W LI 382 FT - WLY PAR WITH N LI OF BLK 36, 253.52 FT - NWLY ALG NELY LI OF OLD CONRAIL R/W (100 FT WIDE) TO PT LYING 25 FT SLY OF & MEASURED AT RT ANGLES TO N LI OF BLK 36 - E PAR WITH SD N LI TO PT LYING 300 FT W OF W LI OF ELM ST - N 1 FT - E 300 FT TO POB

Unassigned Elm Street Parcel (52-2620-36-016-0)

EAST BATTLE CREEK PART OF BLOCK 36: COMM N LI OF BLK 36 AT W LI OF ELM ST - SLY ALG SD W LI 406 FT TO TRUE POB - WLY PAR WITH N LI OF BLOCK 36, 253.52 FT - SELY ALG NELY LI OF ABANDONED CONRAIL R/W, 100 FT WIDE, 283.8 FT - SELY ALG N LI OF MICHIGAN AVE 42.88 FT - NELY 26.68 FT - N ALG W LI OF ELM ST 205.96 FT TO POB

APPENDIX B

ELIGIBLE ACTIVITIES COST ESTIMATES

TABLES 1A AND 1B: ELIGIBLE ACTIVITIES COST TABLES

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Table 1A
ENVIRONMENTAL ELIGIBLE ACTIVITIES
161 E MICHIGAN AVENUE
BATTLE CREEK, MICHIGAN
SME PROJECT # 093648.00
8/9/2023

DEPARTMENT SPECIFIC ELIGIBLE (EGLE) ACTIVITIES								
TASK/ACTIVITY	COST ITEM	UNIT COST	UNITS	QUANTITY	COST	TOTAL COST	TIF SOURCES	
							State	Local
BEA Activities								
Environmental Due Diligence[1]	Phase I ESAs	$ 3,500	ea.	1	$ 3,500	$ 3,500	$ 1,395	$ 2,105
	Phase II ESAs	$ 15,000	ea.	1	$ 15,000	$ 15,000	$ 5,978	$ 9,022
	BEAs	$ 4,000	ea.	1	$ 4,000	$ 4,000	$ 1,594	$ 2,406
					BEA Activities Subtotal:	**$ 22,500**	**$ 8,967**	**$ 13,533**
Environmental Response Activities								
Management of Contaminated Soils	Transportation & Disposal	$ 35	TNS	18,571	$ 650,000	$ 650,000	$ 259,030	$ 390,970
Additional Assessment	Verification of Soil Remediation Sampling	$ 25,000	ea.	1	$ 25,000	$ 25,000	$ 9,963	$ 15,037
Documentation and Plans[1]	Plan for Due Care Compliance - Construction	$ 3,500	ea.	1	$ 3,500	$ 8,600	$ 3,427	$ 5,173
	Plan for Due Care Compliance - Future Use	$ 4,500	ea.	1	$ 4,500			
	Site Specific Health and Safety Plan	$ 600	ea.	1	$ 600			
Project Field Monitoring and Management - Environmental	Perform daily on-site monitoring of due care activities during construction	$ 1,650	day	40	$ 66,000	$ 81,000	$ 32,279	$ 48,721
	Project coordination and management	$ 1,250	week	8	$ 10,000			
	Reporting	$ 5,000	ea.	1	$ 5,000			
					Environmental Response Activities Subtotal:	**$ 786,700**	**$ 313,506**	**$ 473,194**
Brownfield Plan and Work Plan								
Preparation of Brownfield Plan[1]	Act 381 Brownfield Plan	$ 10,000	ea.	1	$ 10,000	$ 10,000	$ 3,985	$ 6,015
Preparation and review of Act 381 Work Plan[1]	Act 381 Work Plan	$ 10,000	ea.	1	$ 10,000	$ 10,000	$ 3,985	$ 6,015
	Implementation of Act 381 Work Plan	$ 10,000	ea.	1	$ 10,000	$ 10,000	$ 3,985	$ 6,015
					Brownfield Plan and Work Plan Subtotal:	**$ 30,000**	**$ 11,955**	**$ 18,045**
					Environmental Subtotal:	**$ 839,200**	**$ 334,428**	**$ 504,772**
Contingency		$ 786,700	Percentage	15%	$ 118,005	$ 118,005	$ 47,026	$ 70,979
TOTAL ELIGIBLE DEPARTMENT SPECIFIC (EGLE) COSTS:						**$ 957,205**	**$ 381,454**	**$ 575,751**

Table 1A
ENVIRONMENTAL ELIGIBLE ACTIVITIES
161 E MICHIGAN AVENUE
BATTLE CREEK, MICHIGAN
SME PROJECT # 093648.00
8/9/2023

MSF ELIGIBLE (NON-ENVIRONMENTAL) ACTIVITIES								
TASK/ACTIVITY	COST ITEM	UNIT COST	UNITS	QUANTITY	COST	TOTAL COST	TIF SOURCES	
							State	Local
Site Preparation Activities								
Mobilization and Demobilization	Job Site Administration	$ 16,282.06	ea.	1.0	$ 16,282	$ 98,210	$ 39,137	$ 59,072
	Clearing and Grubbing	$ 81,928	ea.	1.0	$ 81,928			
Temporary Site Costs	Temporary Access Road and Staging Area	$ 9,950	ea.	1.0	$ 9,950	$ 27,150	$ 10,820	$ 16,331
	Temporary Site Control/Fencing	$ 10,069	ea.	1.0	$ 10,069			
	Temporary Traffic and Erosion Control	$ 7,131	ea.	1.0	$ 7,131			
Excavation of Unstable Material	Excavation of non native fill material	$ 12.65	TNS	18,571	$ 235,000	$ 280,000	$ 111,582	$ 168,418
	Import and placement of fill material	$ 25	TNS	1,800	$ 45,000			
					Site Preparation Activities	**$ 405,375**	**$ 161,545**	**$ 243,830**
Brownfield Work Plans								
Preparation and review of Act 381 Work Plan	Act 381 Work Plan[1]	$ 15,000	ea.	1	$ 15,000	$ 15,000	$ 5,978	$ 9,022
	Implementation of Act 381 Work Plan[1]	$ 15,000	ea.	1	$ 15,000	$ 15,000	$ 5,978	$ 9,022
					Brownfield Work Plans Subtotal:	**$ 30,000**	**$ 11,956**	**$ 18,044**
					Non-Environmental Subtotal:	**$ 435,375**	**$ 173,501**	**$ 261,874**
	Non-Environmental Contingency	$ 405,375	eligible costs	15%	$ 60,806	$ 60,806	$ 24,232	$ 36,574
	Interest	$ 439,334	ea.	1	$ 439,334	$ 439,334	$ 175,078	$ 264,256
TOTAL ELIGIBLE NON-ENVIRONMENTAL (MSF) COSTS:						**$ 935,515**	**$ 372,811**	**$ 562,704**

Notes:
[1] Costs not included in contingency calculation
[2] Costs not included in construction support cost calculation

APPENDIX C

SUMMARY OF TAX INCREMENT CAPTURES AND IMPACTS TO TAXING JURISDICTIONS

TABLE 2: TAX INCREMENT REVENUE CAPTURE ESTIMATES

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Table 2
TAX INCREMENT REVENUE CAPTURE ESTIMATES
161 E MICHIGAN AVENUE
BATTLE CREEK, MICHIGAN
SME PROJECT # 093648.00
8/9/2023

Estimated Taxable Value (TV) Increase Rate: 1% per year

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13
Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
*Base Taxable Value	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308
Estimated New TV[1]	$ 72,308	$ 73,031	$ 73,761	$ 74,499	$ 75,244	$ 75,996	$ 76,756	$ 77,524	$ 78,299	$ 79,082	$ 79,873	$ 80,672	$ 81,478
Incremental Difference (New TV - Base TV)	**$ 20,000**	**$ 20,723**	**$ 21,453**	**$ 22,191**	**$ 22,936**	**$ 23,688**	**$ 24,448**	**$ 25,216**	**$ 25,991**	**$ 26,774**	**$ 27,565**	**$ 28,364**	**$ 29,170**

School Capture	Millage Rate													
State Education Tax (SET)	6.0000	$ 120	$ 124	$ 129	$ 133	$ 138	$ 142	$ 147	$ 151	$ 156	$ 161	$ 165	$ 170	$ 175
School Operating Tax	18.0000	$ 360	$ 373	$ 386	$ 399	$ 413	$ 426	$ 440	$ 454	$ 468	$ 482	$ 496	$ 511	$ 525
School Total	**24.0000**	**$ 480**	**$ 497**	**$ 515**	**$ 532**	**$ 551**	**$ 568**	**$ 587**	**$ 605**	**$ 624**	**$ 643**	**$ 661**	**$ 681**	**$ 700**

Local Capture	Millage Rate													
CITY OPERATING	8.4870	$ 170	$ 176	$ 182	$ 188	$ 195	$ 201	$ 207	$ 214	$ 221	$ 227	$ 234	$ 241	$ 248
CITY ST MAINT	1.5000	$ 30	$ 31	$ 32	$ 33	$ 34	$ 36	$ 37	$ 38	$ 39	$ 40	$ 41	$ 43	$ 44
POL/FIRE PENSION	5.7710	$ 115	$ 120	$ 124	$ 128	$ 132	$ 137	$ 141	$ 146	$ 150	$ 155	$ 159	$ 164	$ 168
CAL CO OPERATING	5.3698	$ 107	$ 111	$ 115	$ 119	$ 123	$ 127	$ 131	$ 135	$ 140	$ 144	$ 148	$ 152	$ 157
CALHOUN ISD	3.0800	$ 62	$ 64	$ 66	$ 68	$ 71	$ 73	$ 75	$ 78	$ 80	$ 82	$ 85	$ 87	$ 90
KELLOGG CC	3.6109	$ 72	$ 75	$ 77	$ 80	$ 83	$ 86	$ 88	$ 91	$ 94	$ 97	$ 100	$ 102	$ 105
BC SCH BLDG FUND	2.0000	$ 40	$ 41	$ 43	$ 44	$ 46	$ 47	$ 49	$ 50	$ 52	$ 54	$ 55	$ 57	$ 58
WILLARD LIBRARY	2.0000	$ 40	$ 41	$ 43	$ 44	$ 46	$ 47	$ 49	$ 50	$ 52	$ 54	$ 55	$ 57	$ 58
CAL CO SENIORS	0.7440	$ 15	$ 15	$ 16	$ 17	$ 17	$ 18	$ 18	$ 19	$ 19	$ 20	$ 21	$ 21	$ 22
CAL CO MED CARE	0.2478	$ 5	$ 5	$ 5	$ 5	$ 6	$ 6	$ 6	$ 6	$ 6	$ 7	$ 7	$ 7	$ 7
CAL CO VETERANS	0.0998	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3
CAL CO PARKS	0.1997	$ 4	$ 4	$ 4	$ 4	$ 5	$ 5	$ 5	$ 5	$ 5	$ 5	$ 6	$ 6	$ 6
CALHOUN ISD	3.1146	$ 62	$ 65	$ 67	$ 69	$ 71	$ 74	$ 76	$ 79	$ 81	$ 83	$ 86	$ 88	$ 91
Local Total	**36.2246**	**$ 724**	**$ 750**	**$ 776**	**$ 801**	**$ 831**	**$ 859**	**$ 884**	**$ 914**	**$ 942**	**$ 971**	**$ 1,000**	**$ 1,028**	**$ 1,057**

Non-Capturable Millages	Millage Rate													
BC SCH DEBT	5.5000	$ 110	$ 114	$ 118	$ 122	$ 126	$ 130	$ 134	$ 139	$ 143	$ 147	$ 76	$ 78	$ 160
Total Non-Capturable Taxes	**5.5000**	**$ 110**	**$ 114**	**$ 118**	**$ 122**	**$ 126**	**$ 130**	**$ 134**	**$ 139**	**$ 143**	**$ 147**	**$ 76**	**$ 78**	**$ 160**

Total Tax Increment Revenue (TIR) Available for Capture	**$ 1,204**	**$ 1,247**	**$ 1,291**	**$ 1,333**	**$ 1,382**	**$ 1,427**	**$ 1,471**	**$ 1,519**	**$ 1,566**	**$ 1,614**	**$ 1,661**	**$ 1,709**	**$ 1,757**

Table 2
TAX INCREMENT REVENUE CAPTURE ESTIMATES
161 E MICHIGAN AVENUE
BATTLE CREEK, MICHIGAN
SME PROJECT # 093648.00
8/9/2023

14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	
$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	$ 52,308	
$ 82,293	$ 83,116	$ 83,947	$ 84,787	$ 85,635	$ 86,491	$ 87,356	$ 88,230	$ 89,112	$ 90,003	$ 90,903	$ 91,812	$ 92,730	$ 93,657	$ 94,594	$ 95,540	$ 96,495	
$ 29,985	**$ 30,808**	**$ 31,639**	**$ 32,479**	**$ 33,327**	**$ 34,183**	**$ 35,048**	**$ 35,922**	**$ 36,804**	**$ 37,695**	**$ 38,595**	**$ 39,504**	**$ 40,422**	**$ 41,349**	**$ 42,286**	**$ 43,232**	**$ 44,187**	
$ 180	$ 185	$ 190	$ 195	$ 200	$ 205	$ 210	$ 216	$ 221	$ 226	$ 232	$ 237	$ 243	$ 248	$ 254	$ 259	$ 265	**$ 5,677**
$ 540	$ 555	$ 570	$ 585	$ 600	$ 615	$ 631	$ 647	$ 662	$ 679	$ 695	$ 711	$ 728	$ 744	$ 761	$ 778	$ 795	**$ 17,029**
$ 720	**$ 740**	**$ 760**	**$ 780**	**$ 800**	**$ 820**	**$ 841**	**$ 863**	**$ 883**	**$ 905**	**$ 927**	**$ 948**	**$ 971**	**$ 992**	**$ 1,015**	**$ 1,037**	**$ 1,060**	**$ 22,706**
$ 254	$ 261	$ 269	$ 276	$ 283	$ 290	$ 297	$ 305	$ 312	$ 320	$ 328	$ 335	$ 343	$ 351	$ 359	$ 367	$ 375	**$ 8,029**
$ 45	$ 46	$ 47	$ 49	$ 50	$ 51	$ 53	$ 54	$ 55	$ 57	$ 58	$ 59	$ 61	$ 62	$ 63	$ 65	$ 66	**$ 1,419**
$ 173	$ 178	$ 183	$ 187	$ 192	$ 197	$ 202	$ 207	$ 212	$ 218	$ 223	$ 228	$ 233	$ 239	$ 244	$ 249	$ 255	**$ 5,459**
$ 161	$ 165	$ 170	$ 174	$ 179	$ 184	$ 188	$ 193	$ 198	$ 202	$ 207	$ 212	$ 217	$ 222	$ 227	$ 232	$ 237	**$ 5,077**
$ 92	$ 95	$ 97	$ 100	$ 103	$ 105	$ 108	$ 111	$ 113	$ 116	$ 119	$ 122	$ 124	$ 127	$ 130	$ 133	$ 136	**$ 2,912**
$ 108	$ 111	$ 114	$ 117	$ 120	$ 123	$ 127	$ 130	$ 133	$ 136	$ 139	$ 143	$ 146	$ 149	$ 153	$ 156	$ 160	**$ 3,415**
$ 60	$ 62	$ 63	$ 65	$ 67	$ 68	$ 70	$ 72	$ 74	$ 75	$ 77	$ 79	$ 81	$ 83	$ 85	$ 86	$ 88	**$ 1,891**
$ 60	$ 62	$ 63	$ 65	$ 67	$ 68	$ 70	$ 72	$ 74	$ 75	$ 77	$ 79	$ 81	$ 83	$ 85	$ 86	$ 88	**$ 1,891**
$ 22	$ 23	$ 24	$ 24	$ 25	$ 25	$ 26	$ 27	$ 27	$ 28	$ 29	$ 29	$ 30	$ 31	$ 31	$ 32	$ 33	**$ 704**
$ 7	$ 8	$ 8	$ 8	$ 8	$ 8	$ 9	$ 9	$ 9	$ 9	$ 10	$ 10	$ 10	$ 10	$ 10	$ 11	$ 11	**$ 233**
$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 3	$ 4	$ 4	$ 4	$ 4	$ 4	$ 4	$ 4	$ 4	$ 4	$ 4	**$ 93**
$ 6	$ 6	$ 6	$ 6	$ 7	$ 7	$ 7	$ 7	$ 7	$ 8	$ 8	$ 8	$ 8	$ 8	$ 8	$ 9	$ 9	**$ 189**
$ 93	$ 96	$ 99	$ 101	$ 104	$ 106	$ 109	$ 112	$ 115	$ 117	$ 120	$ 123	$ 126	$ 129	$ 132	$ 135	$ 138	**$ 2,947**
$ 1,084	**$ 1,116**	**$ 1,146**	**$ 1,175**	**$ 1,208**	**$ 1,235**	**$ 1,269**	**$ 1,303**	**$ 1,333**	**$ 1,365**	**$ 1,399**	**$ 1,431**	**$ 1,464**	**$ 1,498**	**$ 1,531**	**$ 1,565**	**$ 1,600**	**$ 34,259**
$ 165	$ 169	$ 174	$ 179	$ 183	$ 188	$ 193	$ 198	$ 202	$ 207	$ 212	$ 217	$ 222	$ 227	$ 233	$ 238	$ 243	**$ 5,047**
$ 165	**$ 169**	**$ 174**	**$ 179**	**$ 183**	**$ 188**	**$ 193**	**$ 198**	**$ 202**	**$ 207**	**$ 212**	**$ 217**	**$ 222**	**$ 227**	**$ 233**	**$ 238**	**$ 243**	**$ 5,047**
$ 1,804	**$ 1,856**	**$ 1,906**	**$ 1,955**	**$ 2,008**	**$ 2,055**	**$ 2,110**	**$ 2,166**	**$ 2,216**	**$ 2,270**	**$ 2,326**	**$ 2,379**	**$ 2,435**	**$ 2,490**	**$ 2,546**	**$ 2,602**	**$ 2,660**	**$ 56,965**

APPENDIX D

SUMMARY OF TAX INCREMENT REIMBURSEMENTS OF ELIGIBLE ACTIVITIES

TABLE 3: TAX INCREMENTAL REVENUE REIMBURSEMENT ALLOCATION TABLE

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Table 3
TAX INCREMENT REVENUE CAPTURE ALLOCATION ESTIMATES
161 E MICHIGAN AVENUE
BATTLE CREEK, MICHIGAN
SME PROJECT # 093648.00
8/9/2023

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**39.9%**	**$ 20,496**	**$ -**	$ 20,496
Local	**60.1%**	**$ 34,259**	**$ -**	$ 34,259
TOTAL		**$ 54,755**	**$ -**	**$ 54,755**
EGLE	65.9%	$ 957,205	$ -	$ 957,205
MSF	34.1%	$ 496,181	$ -	$ 496,181

Estimated Total Years of Plan	**30**

Estimated Capture	
Administrative Fees	$ -
State Revolving Fund	$ 2,210
LBRF	$ -

		Plan Year	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**
			2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Total State Incremental Revenue			$ 480	$ 497	$ 515	$ 532	$ 551	$ 568	$ 587	$ 605	$ 624	$ 643	$ 661	$ 681	$ 700	$ 720
State Brownfield Revolving Fund (50% of SET)			$ 60	$ 62	$ 65	$ 67	$ 69	$ 71	$ 74	$ 76	$ 78	$ 81	$ 83	$ 85	$ 88	$ 90
State TIR Available for Reimbursement			**$ 420**	**$ 435**	**$ 450**	**$ 465**	**$ 482**	**$ 497**	**$ 513**	**$ 529**	**$ 546**	**$ 562**	**$ 578**	**$ 596**	**$ 612**	**$ 630**
Total Local Incremental Revenue			$ 724	$ 750	$ 776	$ 801	$ 831	$ 859	$ 884	$ 914	$ 942	$ 971	$ 1,000	$ 1,028	$ 1,057	$ 1,084
BRA Administrative Fee (15%)			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local TIR Available for Reimbursement			**$ 724**	**$ 750**	**$ 776**	**$ 801**	**$ 831**	**$ 859**	**$ 884**	**$ 914**	**$ 942**	**$ 971**	**$ 1,000**	**$ 1,028**	**$ 1,057**	**$ 1,084**
Total State & Local TIR Available			**$ 1,144**	**$ 1,185**	**$ 1,226**	**$ 1,266**	**$ 1,313**	**$ 1,356**	**$ 1,397**	**$ 1,443**	**$ 1,488**	**$ 1,533**	**$ 1,578**	**$ 1,624**	**$ 1,669**	**$ 1,714**
DEVELOPER	Beginning Balance															
DEVELOPER Reimbursement Balance	***$ 1,892,720***		***$ 1,891,576***	***$ 1,890,391***	***$ 1,889,165***	***$ 1,887,899***	***$ 1,886,586***	***$ 1,885,230***	***$ 1,883,833***	***$ 1,882,390***	***$ 1,880,902***	***$ 1,879,369***	***$ 1,877,791***	***$ 1,876,167***	***$ 1,874,498***	***$ 1,872,784***
BEFORE INTEREST																
MSF Non-Environmental Costs	*$ 496,181*		*$ 391*	*$ 405*	*$ 419*	*$ 432*	*$ 448*	*$ 463*	*$ 477*	*$ 493*	*$ 508*	*$ 523*	*$ 539*	*$ 554*	*$ 570*	*$ 585*
State Tax Reimbursement	$ 197,732		$ 143	$ 149	$ 154	$ 159	$ 165	$ 170	$ 175	$ 181	$ 186	$ 192	$ 197	$ 203	$ 209	$ 215
Local Tax Reimbursement	$ 298,449		$ 247	$ 256	$ 265	$ 273	$ 284	$ 293	$ 302	$ 312	$ 322	$ 331	$ 341	$ 351	$ 361	$ 370
Total MSF Reimbursement Balance			*$ 495,790*	*$ 495,385*	*$ 494,966*	*$ 494,534*	*$ 494,086*	*$ 493,623*	*$ 493,146*	*$ 492,653*	*$ 492,145*	*$ 491,622*	*$ 491,083*	*$ 490,529*	*$ 489,959*	*$ 489,374*
EGLE Environmental Costs	*$ 957,205*		*$ 753*	*$ 780*	*$ 807*	*$ 834*	*$ 865*	*$ 893*	*$ 920*	*$ 950*	*$ 980*	*$ 1,010*	*$ 1,039*	*$ 1,070*	*$ 1,099*	*$ 1,129*
State Tax Reimbursement	$ 381,454		$ 277	$ 286	$ 296	$ 306	$ 317	$ 327	$ 338	$ 348	$ 360	$ 370	$ 381	$ 393	$ 403	$ 415
Local Tax Reimbursement	$ 575,751		$ 477	$ 494	$ 511	$ 528	$ 547	$ 566	$ 582	$ 602	$ 620	$ 640	$ 659	$ 677	$ 696	$ 714
Total EGLE Reimbursement Balance			*$ 956,452*	*$ 955,672*	*$ 954,865*	*$ 954,031*	*$ 953,166*	*$ 952,273*	*$ 951,353*	*$ 950,403*	*$ 949,423*	*$ 948,413*	*$ 947,374*	*$ 946,304*	*$ 945,205*	*$ 944,076*
Total Annual Developer Reimbursement	**$ 1,453,386**		*$ 1,144*	*$ 1,185*	*$ 1,226*	*$ 1,266*	*$ 1,313*	*$ 1,356*	*$ 1,397*	*$ 1,443*	*$ 1,488*	*$ 1,533*	*$ 1,578*	*$ 1,624*	*$ 1,669*	*$ 1,714*
LOCAL BROWNFIELD REMEDIATION FUND																
LBRF Deposits																
State Tax Capture (0%)			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Capture (100%)			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LBRF Capture			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Table 3
TAX INCREMENT REVENUE CAPTURE ALLOCATION ESTIMATES
161 E MICHIGAN AVENUE
BATTLE CREEK, MICHIGAN
SME PROJECT # 093648.00
8/9/2023

15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	
$ 740	$ 760	$ 780	$ 800	$ 820	$ 841	$ 863	$ 883	$ 905	$ 927	$ 948	$ 971	$ 992	$ 1,015	$ 1,037	$ 1,060	**$ 22,706**
$ 93	$ 95	$ 98	$ 100	$ 103	$ 105	$ 108	$ 111	$ 113	$ 116	$ 119						**$ 2,210**
$ 647	**$ 665**	**$ 682**	**$ 700**	**$ 717**	**$ 736**	**$ 755**	**$ 772**	**$ 792**	**$ 811**	**$ 829**	**$ 971**	**$ 992**	**$ 1,015**	**$ 1,037**	**$ 1,060**	**$ 20,496**
$ 1,116	$ 1,146	$ 1,175	$ 1,208	$ 1,235	$ 1,269	$ 1,303	$ 1,333	$ 1,365	$ 1,399	$ 1,431	$ 1,464	$ 1,498	$ 1,531	$ 1,565	$ 1,600	**$ 34,259**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
$ 1,116	**$ 1,146**	**$ 1,175**	**$ 1,208**	**$ 1,235**	**$ 1,269**	**$ 1,303**	**$ 1,333**	**$ 1,365**	**$ 1,399**	**$ 1,431**	**$ 1,464**	**$ 1,498**	**$ 1,531**	**$ 1,565**	**$ 1,600**	**$ 34,259**
$ 1,763	**$ 1,811**	**$ 1,857**	**$ 1,908**	**$ 1,952**	**$ 2,005**	**$ 2,058**	**$ 2,105**	**$ 2,157**	**$ 2,210**	**$ 2,260**	**$ 2,435**	**$ 2,490**	**$ 2,546**	**$ 2,602**	**$ 2,660**	**$ 54,755**
$ 1,871,021	***$ 1,869,210***	***$ 1,867,353***	***$ 1,865,445***	***$ 1,863,493***	***$ 1,861,488***	***$ 1,859,430***	***$ 1,857,325***	***$ 1,855,168***	***$ 1,852,958***	***$ 1,850,698***	***$ 1,848,263***	***$ 1,845,773***	***$ 1,843,227***	***$ 1,840,625***	***$ 1,837,965***	
$ 602	*$ 618*	*$ 634*	*$ 651*	*$ 666*	*$ 685*	*$ 703*	*$ 719*	*$ 736*	*$ 754*	*$ 772*	*$ 831*	*$ 850*	*$ 869*	*$ 888*	*$ 908*	***$ 18,693***
$ 221	$ 227	$ 233	$ 239	$ 245	$ 251	$ 258	$ 264	$ 270	$ 277	$ 283	$ 331	$ 339	$ 347	$ 354	$ 362	**$ 6,997**
$ 381	$ 391	$ 401	$ 412	$ 422	$ 433	$ 445	$ 455	$ 466	$ 478	$ 489	$ 500	$ 511	$ 523	$ 534	$ 546	**$ 11,696**
$ 488,772	*$ 488,154*	*$ 487,520*	*$ 486,869*	*$ 486,203*	*$ 485,518*	*$ 484,815*	*$ 484,096*	*$ 483,360*	*$ 482,606*	*$ 481,834*	*$ 481,003*	*$ 480,153*	*$ 479,284*	*$ 478,396*	*$ 477,488*	
$ 1,161	*$ 1,193*	*$ 1,223*	*$ 1,257*	*$ 1,286*	*$ 1,320*	*$ 1,355*	*$ 1,386*	*$ 1,421*	*$ 1,456*	*$ 1,488*	*$ 1,604*	*$ 1,640*	*$ 1,677*	*$ 1,714*	*$ 1,752*	***$ 36,062***
$ 426	$ 438	$ 449	$ 461	$ 472	$ 485	$ 497	$ 508	$ 522	$ 534	$ 546	$ 640	$ 653	$ 668	$ 683	$ 698	**$ 13,499**
$ 735	$ 755	$ 774	$ 796	$ 813	$ 836	$ 858	$ 878	$ 899	$ 921	$ 942	$ 964	$ 987	$ 1,008	$ 1,031	$ 1,054	**$ 22,563**
$ 942,915	*$ 941,722*	*$ 940,499*	*$ 939,242*	*$ 937,956*	*$ 936,636*	*$ 935,281*	*$ 933,895*	*$ 932,474*	*$ 931,018*	*$ 929,530*	*$ 927,926*	*$ 926,286*	*$ 924,609*	*$ 922,895*	*$ 921,143*	
$ 1,763	***$ 1,811***	***$ 1,857***	***$ 1,908***	***$ 1,952***	***$ 2,005***	***$ 2,058***	***$ 2,105***	***$ 2,157***	***$ 2,210***	***$ 2,260***	***$ 2,435***	***$ 2,490***	***$ 2,546***	***$ 2,602***	***$ 2,660***	***$ 54,755***
$ -	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*			*$ -*	*$ -*	*$ -*	*$ -*	***$ -***
$ -	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	***$ -***
$ -	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*		*$ -*	***$ -***

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Resolution NO. 381

A Resolution seeking support for the rehabilitation of three Battle Creek bridges and authorizing the City Manager or City employee designee to seek Federal and/or State financial participation for these projects through the grant application process.

BATTLE CREEK, MICHIGAN - 3/5/2024

Resolved by the Commission of the City of Battle Creek:

That the City of Battle Creek supports preventative maintenance on the following two bridges:

- Emmett Street Bridge over the Battle Creek River
- Capital Ave NE Bridge over the Battle Creek River

and a superstructure replacement for:

- Burnham Street Bridge over the Kalamazoo River;

and authorizes the City Manager or City employee designee to seek Federal and/or State financial participation for these projects through the grant application process.

Battle Creek City Commission
3/5/2024

Action Summary

Staff Member: Darren Campbell - Traffic Engineering Manager

Department: Traffic Engineering

SUMMARY

A Resolution seeking support for the rehabilitation of three Battle Creek bridges and authorizing the City Manager or City employee designee to seek Federal and/or State financial participation for these projects through the grant application process.

BUDGETARY CONSIDERATIONS

The engineering department is preparing grant applications to the State of Michigan for financial assistance for these projects. With these types of projects, the State share is up to 15%, Federal up to 80%, with a

minimum City match of 5% of the total costs.

The total estimated construction cost is $3,527,000. The engineering department is proposing a 10% match to aid with these projects' scoring in the selection process. If the City's grant applications for all three bridges are approved, the City would be responsible for providing engineering services and for contributing an estimated $352,700 in FY 2027 toward the construction of these projects.

HISTORY, BACKGROUND and DISCUSSION

The City of Battle Creek supports preventative maintenance on the following two bridges:

- Emmett Street Bridge over the Battle Creek River
- Capital Ave NE Bridge over the Battle Creek River

and a superstructure replacement for:

- Burnham Street Bridge over the Kalamazoo River

In the fall of 2023, inspections of three bridges in the City revealed cracking and spalling of beams, deck surfaces and unsealed fixed joints. While the deterioration of these bridges presents no hazard at this time, rehabilitation is needed to stop further deterioration that could present dangers to life and property.

Allowing these conditions to continue will eventually require bridge closures or restricted weight limits. Repairing these bridges before deterioration proceeds to that stage can avoid these lengthy closures and weight limits, and will allow the bridges to be repaired at lower costs.

The planned actions for each bridge are as follows:

- Emmett Street Bridge over the Battle Creek River: approach repair, joint repair and epoxy overlay, construction cost $296,000
- Capital Ave NE Bridge over the Battle Creek River: joint repair and epoxy deck overlay, construction cost $216,000.
- Burnham Street Bridge over the Kalamazoo River: replacement of the superstructure (beams and deck), reuse the existing piers and abutments, construction cost $3,015,000

Passage of this Resolution is necessary to secure financial assistance through the State of Michigan.

DISCUSSION OF THE ISSUE

POSITIONS

The Public Works Department supports this Resolution.

ATTACHMENTS:

File Name	Description
No Attachments Available	

Resolution NO. 382

A Resolution seeking approval for an amendment to the 2023/2024 Fee, Bond, and Insurance Schedule.

BATTLE CREEK, MICHIGAN - 3/5/2024

Resolved by the Commission of the City of Battle Creek:

That Section 802.24 of the Codified Ordinances of the City of Battle Creek provides that the City Commission shall, from time to time, by resolution, enact a schedule of fees required to be paid, bonds required to be posted, and insurance required to be carried.

The fee, bond, and/or insurance is required to obtain a license or permit to engage in the operation, conduct, or carrying on of any trade, profession, business, or privilege for which a license or permit is required by the codified Ordinances.

The amendments to the "2023/2024 Fee, Bond, and Insurance Schedule" for the City of Battle Creek, attached hereto and made a part hereof, is adopted pursuant to Section 802.24 of the Codified Ordinances of the City of Battle Creek and shall become effective March 6, 2024.

Battle Creek City Commission
3/5/2024

Action Summary

Staff Member: Victoria Houser, City Clerk

Department: City Clerk

SUMMARY

A Resolution seeking approval for an amendment to the 2023/2024 Fee, Bond, and Insurance Schedule.

BUDGETARY CONSIDERATIONS

As set forth in the Binder Park Golf Course projected budget through 2035, an increase of 2.50% in green fees, memberships, golf cart fees, range fees, and club house fees takes effect every three years. The last increase in fees at the golf course was approved in February of 2022. For the upcoming year, Recreation is recommending a 10.6% increase in fees to help offset the increase in operating expenses and provide additional revenue to address critical short- and long-term capital needs.

HISTORY, BACKGROUND and DISCUSSION

Since 2018, fees at Binder Park Golf Course have increased by 5.3%, while during that same period, the consumer price index has gone up 22.1%. Faced with escalating expenses and critical short-and long-term capital needs, golf course staff are recommending an increase of approximately 10.6% for a combination of greens, cart, and range fees along with memberships for the upcoming year.

The attached memo from Golf Course Manager Ron Osborne provides additional rationale for the increase and addresses specific maintenance and capital needs. It also provides a comparison of rates, should the increase be approved, with other golf courses in the local and regional market. Details of the proposed increase are attached in the document title "Proposed Golf Fees 2024 wpercent."

DISCUSSION OF THE ISSUE

POSITIONS

The Binder Park Golf Course Advisory Committee met on February 28, 2024, and approved a motion to recommend the increase in golf course fees as presented in this Resolution to the City Commission.

ATTACHMENTS:

File Name	Description
Golf_Course_Pricing_memo_2_23_2024.pdf	Golf Course Pricing Memo 2_23_2024
Proposed_Golf_Fees_2024_wpercent.pdf	Proposed Golf Fees 2024 wpercent
2024_Fee_Bond_and_Insurance_Schedule_Worksheet_DRAFT.pdf	2024 Fee Bond and Insurance Schedule Worksheet DRAFT

City of Battle Creek

Memo

To: Binder Park Golf Course Review Committee

From: Ron Osborne, Golf Course Manager

Copy: Duska Brumm, Recreation Director

Date: February 23, 2024

Re: **Proposed increase in fees**

To the Committee Members

Since 2018, Binder Park has only increased rates 5.3%. In that same period of time, the consumer price index has gone up 22.1%. Based on that information our recommendation would be to increase rates by 10% to keep up with our increasing expenses. As expenses exponentially increase, we feel as though we need to adjust our pricing to keep up with those expenses.

We want to be sure we can continue to provide our best customer service to our community and help with the typical wear and tear at the course (i.e. Golf Carts, Clubhouse, Maintenance). With Binder being a place so many choose to play on a regular basis, it is imperative we are able to keep everything in as good of shape as we can.

This increase means we are able to maintain fair wages to our staff, and maintain the high standard that Binder has in the golf community.

Proposal

The original Binder Park Golf Course was built in 1963. It was an 18-hole golf course. Binder Park Golf Course was an extremely busy golf course, and The City of Battle Creek did a golf course expansion in 2000. The city invested $3.5 million into a new Clubhouse, a new nine holes, three practice holes and a driving range, which is by far the best practice facility in the city. In my opinion, The City did a fantastic job with redesigning the golf course to provide a 30-hole golf facility for the citizens of Battle Creek and out of town Patrons. Since the expansion of the golf course, it has struggled to pay for the bond payment associated with the expansion ($237,000 annually). But to be clear it has always been able to operate at a positive net income. Since the expansion took place, there has been little or no capital improvements since 2000, other than what was completely necessary. I've compiled a list of capital improvements that are going to be necessary in the near future. With that in mind, the only way to pay for these improvements is to increase our user fees to keep up with inflation. Since 2018 the golf course has increased prices 5.3%. During that period of time the consumer price index has increased 22.8%.

Maintenance/Capital Needs

Irrigation system: The original 18-hole golf course was built in 1963 with the original irrigation. It desperately needs to be replaced. If the irrigation system fails – you will lose the turf & and your revenues will take a major hit.
Estimated cost 2.5 million.

Cart Paths: The cart paths are old and beat up and they also are very rough on our golf carts, which causes damage and additional costs. If there are ever any complaints from our customers at Binder Park, they are usually regarding the cart paths.
Estimated cost $750,000.

Maintenance Equipment: Ryan Dingman, our 23-year golf course superintendent, who does an incredibly good job here at Binder Park, and has done everything he can to keep our old maintenance equipment running. But at some point, we need to start upgrading some of our equipment.
Estimated cost for some equipment replacement, $250,000.

Re-shingle the roofs on all three buildings: The main clubhouse, the junior golf building and the original clubhouse. All are at least 23 years old.
Estimated cost $65,000.

Carpet in the main clubhouse and in the junior golf building.
Estimated cost $35,000.

The good news is that the bond payment will be paid for in 14 months. The last payment is February 2025.

Binder Park Golf Course
Proposed Fee Increase 2024
Price Comparison (Summary)

	Binder Park (Proposed Rates)	**Average Local-market**	**Average Regional-market**
9 Hole Green Fee	$ 17.50	$ 15.70	$ 22.83
18 Hole Green Fee	$ 31.00	$ 23.80	$ 39.83
Sr. 9 Hole Green Fee	$ 10.00	$ 12.20	$ 18.83
Sr. 18 Hole Green Fee	$ 16.50	$ 19.20	$ 28.83
9 Hole Cart Fee	$ 9.50	$ 10.90	$ 15.00
18 Hole Cart Fee	$ 19.00	$ 17.60	$ 30.17
Sr. 9 Hole Cart Fee	$ 8.50	$ 9.20	$ 12.67
Sr. 18 Hole Cart Fee	$ 16.50	$ 15.80	$ 22.67
Totals:			
9 Holes w/ Cart	$ 27.00	$ 26.60	$ 37.83
18 Holes w/ Cart	$ 50.00	$ 41.40	$ 70.00
Sr. 9 Holes w/ Cart	$ 18.50	$ 21.40	$ 31.50

BINDER PARK GOLF COURSE

2023 FEES		Proposed	Percent
	2023	**2024**	Increase
GREEN FEES:			
WEEKDAYS:			
9 Holes	$14.00	$ 15.50	10.71%
18 Holes	$25.00	$ 27.50	10.00%
27 Holes	$36.00	$ 39.00	8.33%
9 Hole League	$14.00	$ 15.50	10.71%
WEEKENDS:			
9 Holes	$15.00	$ 17.50	16.67%
18 Holes	$27.00	$ 31.00	14.81%
27 Holes	$38.00	$ 42.00	10.53%
SENIORS/ JUNIORS:			
(M-F before 2pm, Sat/Sun after 4pm)			
9 Holes	$9.00	$ 10.00	11.11%
18 Holes	$15.00	$ 16.50	10.00%
27 Holes	$19.50	$ 21.50	10.26%
THREE HOLE COURSE:			
3 Hole	$3.75	$ 4.00	6.67%

Overall increase	10.54%

RANGE:				
Regular Bucket		$4.75	$ 5.25	10.53%
Large Bucket		$8.00	$ 9.00	12.50%
Jumbo Bucket		$12.00	$ 13.00	8.33%
Range & Practice Holes - Non Members				
	Single	$290	$ 320.00	10.34%
	Couple	$340	$ 375.00	10.29%
	Family	$395	$ 435.00	10.13%
Range - Members	Single	$175	$ 195.00	11.43%
	Couple	$235	$ 260.00	10.64%
	Family	$290	$ 320.00	10.34%
CARTS:				
3 Hole		$2.75	$ 3.50	27.27%
9 Holes		$8.50	$ 9.50	11.76%
18 Holes		$16.50	$ 19.00	15.15%
27 Holes		$22.50	$ 25.00	11.11%
9 Holes Sr/Jr		$7.50	$ 8.50	13.33%
18 Holes Sr/Jr		$15.00	$ 16.50	10.00%
27 Holes Sr/Jr		$21.00	$ 23.00	9.52%
(M-F before 2pm, Sat/Sun after 4pm)				

MEMBERSHIPS:			
Single	$595	$ 650.00	9.24%
Couples	$830	$ 900.00	8.43%
Senior	$490	$ 530.00	8.16%
Senior Couples	$695	$ 750.00	7.91%
Family	$950	$ 1,010.00	6.32%
Junior	$240	$ 265.00	10.42%
School	$335	$ 350.00	4.48%
*Ltd. Single	$370	$ 400.00	8.11%
*Ltd. Couple	$570	$ 600.00	5.26%
One Day Membership	$285	$ 300.00	5.26%
*(M-F before 2pm)			

PARKS AND RECREATION DEPARTMENT								
Business Unit 6970								
Description		Current Charges	Account Credited	Additional Requirements/Insurance	Description/Justification/Actual Cost	Subsidized Amount	% Increase/Decrease over last 5 years	Last time changed
BINDER PARK GOLF COURSE					Providing accessible and economical golf to residents			
Green Fees								
a.	Weekdays							2022
	9 Holes	$~~14.00~~15.50	584.16.6970.623.010		Round of Golf - Reso ~~312 2.15.2022~~ 160 6/6/2023		(2024 10.71%) 5%	2022
	18 holes	$~~25.00~~27.5	584.16.6970.623.020		Round of Golf - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 10.00%) 6%	2022
	27 holes	$~~36.00~~39.0	584.16.6970.623.030		Round of Golf - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 8.33%) 5%	2022
	9 hole (league)	$~~14.00~~15.50	584.16.6970.623.040		Round of Golf - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 10.71%) 5%	2022
b.	Weekends							
	9 holes	$~~15.00~~17.50	584.16.6970.623.010		Round of Golf - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 9.38%) 5%	2022
	18 holes	$~~27.00~~31.00	584.16.6970.623.020		Round of Golf - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 10.71%) 17%	2022
	27 holes	$~~38.00~~42.00	584.16.6970.623.030		Round of Golf - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 7.69%) 5%	2022
Green Fees – Jr./Sr.			584.16.6970.623.050	Mon-Fri before 2pm, Sat/Sun after 4pm				
a.	9 holes	$~~9.00~~10.00			Round of Golf - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 11.11%) 8%	2022
b.	18 holes	$~~15.00~~16.50			Round of Golf - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 10.00%) 10%	2022
c.	27 holes	$~~19.50~~21.50			Round of Golf - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 10.26%)8%	2022
Three Hole Course								
	3 holes	- 4. $~~3.75~~	584.16.6970.623.090		Round of Golf on Practice Holes - (3)		(2024 14.29%)8%	2022
First Tee Program			584.16.6970.623.060					
a.	3 holes	$3.00		Requires First Tee membership card	Round of Golf - Reso 312 2.15.2022		17%	2022
b.	9 holes	$5.50			Round of Golf - Reso 312 2.15.2022		9%	2022
c.	18 holes	$11.00			Round of Golf - Reso 312 2.15.2022		9%	2022
Memberships - Golf								
	Single	$~~595~~~~660~~650.00	584.16.6970.623.220		Annual Membership - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 10.92%) 5%	2022
	Couples	$~~830~~~~920~~900.00	584.16.6970.623.210		Annual Membership - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 10.84%) 5%	2022
	Senior	$~~490~~~~540~~530.00	584.16.6970.623.240		Annual Membership - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 10.20%) 7%	2022
	Senior Couples	$~~695~~~~770~~750.00	584.16.6970.623.250		Annual Membership - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 10.79%) 7%	2022
	Family	$~~950~~~~1,055~~1,010.00	584.16.6970.623.200		Annual Membership - Reso 160 6/6/2023~~312 2.15.2022~~		(2024 11.05%)3%	2022

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	Junior	$240265.00	584.16.6970.623.230		Annual Membership - Reso 160_6/6/2023312 2.15.2022		(2024 10.42%) 6%	2022
	School	$335370350.00	584.16.6970.623.260		Annual Membership - 160_6/6/2023Reso 312 2.15.2022		(2024 10.45%) -4%	2022
	Ltd. Single	$370410400.00	584.16.6970.623.270	Mon-Fri before 2pm, Sat/Sun after 4pm	Annual Limited Membership - 160_6/6/2023Reso 312_2.15.2022		(2024 10.81%) 5%	2022
	Ltd. Couple	$570630600.00	584.16.6970.623.280	Mon-Fri before 2pm, Sat/Sun after 4pm	Annual Limited Membership - 160_6/6/2023Reso 312_2.15.2022		(2024 10.53%) 5%	2022
One Day Membership		$315300.00	584.16.6970.623.280					

PARKS AND RECREATION DEPARTMENT

Business Unit 6970 (continued)

Description	Current Charges	Account Credited	Additional Requirements/Insurance	Description/Justification/Actual Cost	Subsidized Amount	% Increase/Decrease over last 5 years	Last time changed
BINDER PARK GOLF COURSE							
Range and Practice Holes							
Non-golf members		584.16.6970.623.090					2022
Single	$290320			Annual Range Membership		13.7%	2022
Couple	$340375			Annual Range Membership		9.7%	2022
Family	$395435			Annual Range Membership		9.7%	2022
Golf Members		584.16.6970.623.090					
Single	$175195			Annual Range Membership with Golf Mbrshp		12.9%	2022
Couple	$235260			Annual Range Membership with Golf Mbrshp		11.9%	2022
Family	$290320			Annual Range Membership with Golf Mbrshp		11.5%	2022
Range		584.16.6970.623.100					
Regular bucket	$4.755.505.25			Bucket of Range Balls		11.8%	2022
Large bucket	$8.009.509.00			Bucket of Range Balls		10.3%	2022
Jumbo bucket	$12.0013.5013.00			Bucket of Range Balls		17.1%	2022
Carts		584.16.6970.623.300	Mon-Fri before 2pm,				
3 holes	$2.754.503.50			Electric Golf Cart Rental		10.0%	2022
9 holes	$8.509.50			Electric Golf Cart Rental		3.0%	2022
18 holes	$16.5019.00			Electric Golf Cart Rental		6.5%	2022
27 holes	$22.5025.00			Electric Golf Cart Rental		3.4%	2022
9 holes Sr./Jr.	$7.508.50			Electric Golf Cart Rental		3.4%	2022
18 holes Sr./Jr.	$15.0016.50			Electric Golf Cart Rental		3.4%	2022
27 holes Sr./Jr.	$21.0023.00			Electric Golf Cart Rental		3.7%	2022
Golf Equipment							
Pull carts	$2.00	584.16.6970.623.310		Pull Cart Rental			
Clubs and accessories	n/a	584.16.6970.623.320	Rates: Contact Pro Shop	Pro Shop Merchandise Sales			

Resolution NO. 383

A Resolution seeking to set a Closed Session on a labor matter for March 5, 2024.

BATTLE CREEK, MICHIGAN - 3/5/2024

Resolved by the Commission of the City of Battle Creek:

That a Closed Session of the City Commission will be held on Tuesday, March 5, 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 L. Fleury, City Manager, is hereby appointed as the designated secretary to record and prepare appropriate Minutes of this Closed Session.

Battle Creek City Commission
3/5/2024

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 March 5, 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 L. 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	