



Agenda: Battle Creek City Commission

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

Location: City Commission Chambers

Chair: Mayor Mark A. Behnke

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

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS AWARDS

Beautiful Battle Creek Awards

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

PETITIONS COMMUNICATIONS REPORTS

PUBLIC COMMENTS REGARDING CONSENTAGENDAAND RESOLUTIONS NOT ON CONSENTAGENDA

(Limited to three minutes per individual)

COMMISSION COMMENT REGARDING MEETING BUSINESS

CONSENTAGENDA

Minutes:

Minutes for the June 4, 2024 City Commission Regular Meeting

Petitions, Communications, Reports:

City Manager's Report for June 18, 2024

Review Committee Meeting Minutes for June 12, 2024

Resolutions:

- 467 A Resolution reappointing David Schweitzer and Mark Steinbrunner to the Lakeview Downtown Development Authority Board.
- 468 A Resolution appointing Michael Hall and Skyler Huber as new members to the Sustainable Battle Creek Committee.
- 469 A Resolution reappointing Terry Youmans to the Battle Creek Transit Local

Coordinating Committee.

- 470 A Resolution seeking approval of the fiscal year 2023-2024 amended budget for the Battle Creek Local Development Finance Authority (LDFA).
- 471 A Resolution seeking adoption of the fiscal year 2024-2025 budget for the Battle Creek Local Development Finance Authority (LDFA).
- 472 A Resolution seeking approval for the City of Battle Creek to participate in the funding of the FY 2025 local share cost of the Battle Creek Area Transportation Study.
- 473 A Resolution seeking authorization of payment of invoice #50578.B dated June 3, 2024, in the amount of \$51,700.00 to Keystone Conveyor Corporation for emergency wastewater sludge cake loading conveyor parts.
- 474 A Resolution seeking authorization for the City Manager to enter into Contract No. CS&PMFRF2024 with the Michigan Department of Transportation (MDOT) for Crack Seal and/or Paint Marking at the Battle Creek Executive Airport at Kellogg Field.
- 475 A Resolution seeking authorization for the City Manager to execute a Quit Claim Deed to Rokena Coy who is purchasing 180 Maryland Drive, Parcel No. 13-52-3500-00-140-0, from the Battle Creek Housing Commission.
- 476 A Resolution seeking authorization for the City Manager to execute a Quit Claim Deed to Jasmine and Bernard Richardson-Johnson who are purchasing 222 Hillsdale Street, Parcel No. 13-52-3500-00-150-0, from the Battle Creek Housing Commission.
- 477 A Resolution seeking authorization of the sale of vacant, tax-reverted property Parcel numbers 5790-00-074-0, 3660-00-001-0, 3660-00-002-0, 1530-00-029-0.

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

- 478 A Resolution seeking authorization for the City Manager to execute an Easement Agreement with PWS Holdings 23 Battle Creek LLC for the purpose of a sidewalk easement and a fire hydrant easement upon Parcel No. 13-52-0615-40-000-0.
- 479 A Resolution seeking authorization for the City Manager to sign Contract No. 24-5169 with the Michigan Department of Transportation for chip seal, fog seal, and permanent pavement markings along Helmer Road from Gethings Road to Columbia Avenue, along Hamblin Avenue from Washington Avenue to Division Street, along Kendall Street from Dickman Avenue to Michigan Avenue, and along West Territorial Road from Helmer Road to Capital Avenue.
- 480 A Resolution requesting authorization for the City Manager to accept the proposal from Midwest Employers Casualty Company to provide Excess Workers' Compensation Insurance services for the period of 7/1/2024 through 6/30/2025 at a total cost of \$93,368.00.
- 481 A Resolution seeking approval for the Fiscal Year 2023-2024 year-end budget adjustments for the City's General Fund (Fund 101), Local Street Fund (Fund 203), and Michigan Justice Training Fund (Fund 270).
- 482 A Resolution seeking authorization for the City Manager to execute a Management Agreement with Cereal City Development Corporation regarding Kellogg Arena, Festival Market Square and other assistance.
- 483 A Resolution seeking approval to set a Closed Session to review confidential employment applications for the position of City Attorney.

GENERAL PUBLIC COMMENT

(Limited to three minutes per individual)

COMMISSION COMMENTS

RECESS

CLOSED SESSION

RETURN FROM RECESS

SELECTION OF CANDIDATES TO BE INTERVIEWED

CANDIDATE INTERVIEWS

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

ADJOURNMENT

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

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

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

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

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

(d) During the public comment period on the consent agenda and resolutions not on the consent agenda, each speaker may address the Commission once, regarding anything on the consent agenda and resolutions not on the consent agenda, for a total

not to exceed three minutes regardless of how many consent agenda items or regular resolutions the speaker is addressing, which time period may be lengthened or shortened by the Mayor or presiding officer when appropriate.

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

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

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

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

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

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

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

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

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

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

(d) Uses obscene or profane language;

(e) Engages in slanderous or defamatory speech;

(f) Uses derogatory racial, sexual or ethnic slurs or epithets relating to any

individual or category of persons; or

(g) Engages in conduct that interrupts or disrupts the meeting.

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



General Detail NO.

Beautiful Battle Creek Awards

BATTLE CREEK, MICHIGAN - 6/18/2024

Beautiful Battle Creek Awards for June 2024

NPC 1

Calvin Lustey and Christina Lewis
27 Lourim Court
Battle Creek, MI 49014 - Ward 3

NPC 2

NPC 2 Chair and Members
Helen M. Montgomery Memorial Monument
Located at Claude Evans Park - Ward 2

NPC 3

No Nominations

-

NPC 4

No Nominations

NPC 5

Maude Perry
78 Bynum Drive
Battle Creek, MI 49017 - Ward 1

NPC 11

No Nominations

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Marcie Gillette, Community Services Director

Department: Community Development

SUMMARY

Beautiful Battle Creek Awards

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
☐ Beautiful_Battle_Creek_Awards_June_2024.pdf	Beautiful Battle Creek Awards June 2024
☐ Beautiful_Battle_Creek_Award_27_Lourim_Ct.pdf	BBCA 27 Lourim Court
☐ Beautiful_Battle_Creek_Award_Helen_Montgomery_Monument.pdf	BBCA Helen M. Montgomery Memorial Monument
☐ Beautiful_Battle_Creek_Award_78_Bynum_Dr.pdf	BBCA 78 Bynum Drive

Beautiful Battle Creek Awards for June 2024

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Calvin Lustey and Christina Lewis
27 Lourim Court
Battle Creek, MI 49014 - Ward 3

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NPC 2 Chair and Members
Helen M. Montgomery Memorial Monument
Located at Claude Evans Park – Ward 2

NPC 3

No Nominations

NPC 4

No Nominations

NPC 5

Maude Perry
78 Bynum Drive
Battle Creek, MI 49017 - Ward 1

NPC 11

No Nominations

BEAUTIFUL BATTLE CREEK AWARD

PROUDLY PRESENTED TO

Calvin Lustey & Christina Lewis
27 Lourim Court

Are hereby recognized by the Neighborhood Planning Council, and by the City of Battle Creek, for their continuing efforts to improve their neighborhood through property maintenance and beautification that contributes to the community-wide goal of improving the quality of life for Battle Creek's citizens.

In testimony thereof, the Seal of the City of Battle Creek was affixed on the 18th Day of June, Two Thousand Twenty Four.

James Moreno

NPC Chair

Mark Beltrame

Mayor



BEAUTIFUL BATTLE CREEK AWARD

PROUDLY PRESENTED TO
**Helen M. Montgomery
Memorial Monument**

Located at Claude Evans Park

Are hereby recognized by the Neighborhood Planning Council, and by the City of Battle Creek, for their continuing efforts to improve their neighborhood through property maintenance and beautification that contributes to the community-wide goal of improving the quality of life for Battle Creek's citizens.

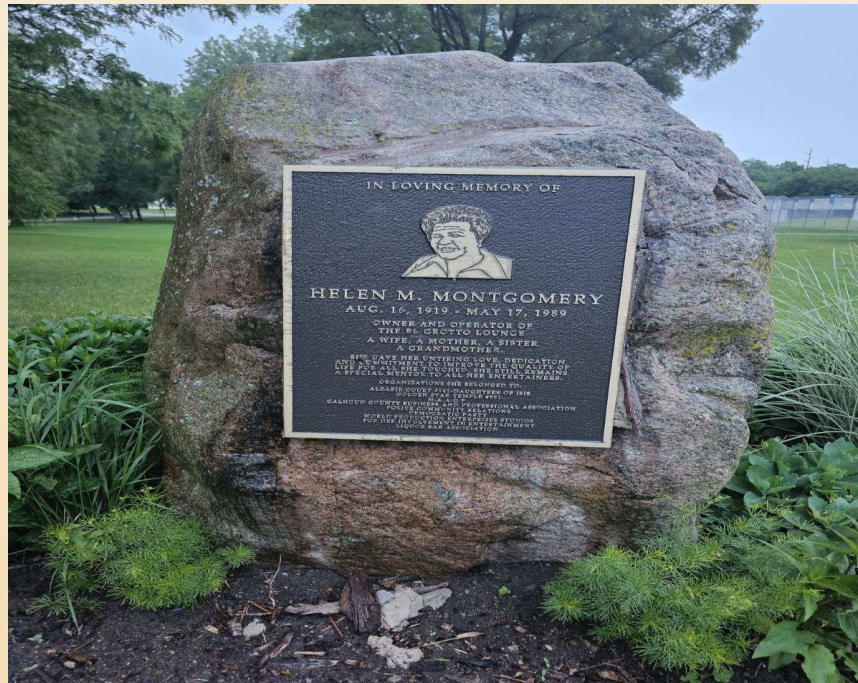
In testimony thereof, the Seal of the City of Battle Creek was affixed on the 18th Day of June, Two Thousand Twenty Four.

Pastor Monique French

NPC Chair

Mark Belamke

Mayor



BEAUTIFUL BATTLE CREEK AWARD

PROUDLY PRESENTED TO

Maude Perry
78 Bynum Drive

Are hereby recognized by the Neighborhood Planning Council, and by the City of Battle Creek, for their continuing efforts to improve their neighborhood through property maintenance and beautification that contributes to the community-wide goal of improving the quality of life for Battle Creek's citizens.

In testimony thereof, the Seal of the City of Battle Creek was affixed on the 18th Day of June, Two Thousand Twenty Four.

Kathy Antaya

NPC Chair

Mark Beltrame

Mayor





General Detail NO.

Minutes for the June 4, 2024 City Commission Regular Meeting

BATTLE CREEK, MICHIGAN - 6/18/2024

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Minutes for the June 4, 2024 City Commission Regular Meeting

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Minutes_for_the_June_4__2024_City_Commission_Regular_Meeting.pdf	Minutes for the June 4, 2024 City Commission Regular Meeting



Agenda: Battle Creek City Commission

Meeting Date: June 4, 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

Darcy Schmitt, Planning Manager

Chad Frein, IT Director

Jill Steele, City Attorney

Ted Dearing, Assistant City Manager

Aaron Kuhn, Revenue Services Director

Michelle Hull, Human Resource Director

Steve Skalski, Director of Public Works

Helen Guzzo, Community Dev. Manager

INVOCATION

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Comm. Smith.

ROLL CALL

PROCLAMATIONS AWARDS

Proclamation for Men's Health Month 2024

Mayor Behnke presented a proclamation declaring the month of June 2024 as "Men's Health Month" in the Greater Battle Creek Area, encouraging all neighbors to pursue preventative health practices and early detection efforts throughout the year.

Proclamation for Juneteenth Family Day 2024

Mayor Behnke presented a proclamation, in concurrence with the State of Michigan, declaring the 3rd Saturday in June, which is June 15, 2024, as "Juneteenth Family Day" in the Greater Battle Creek area, encouraging all neighbors to increase awareness about the history of this significant event and participate with appropriate celebrations.

Lynn Ward Gray invited everyone to come to Juneteenth Family Celebration Day, beginning Friday, June 14th at 7:00 am at Washington Heights UMC, and on June 15th, beginning at 11:00 am at Claude Evans Park. More information is available at juneteenthbattlecreek.com or on Facebook at [battlecreekjuneteenthcelebration](https://www.facebook.com/battlecreekjuneteenthcelebration).

Certificate of Recognition for The Battle Creek Club of the National Association of Negro Business & Professional Women's Clubs, Inc.

Mayor Behnke presented a Certification of Recognition to The Battle Creek Club of the National Association of Negro Business and Professional Women's Clubs, Inc. on its 51st Annual Battle Creek Club Founder's Day and Sojourner Truth Awards Banquet Celebration.

Lynn Ward Gray accepted the Certificate of Recognition on behalf of Shirley Tuggle. Ms. Gray announced Community Service Awards would be given to many community residents for their support and involvement in Battle Creek.

PRESENTATIONS

ARPA Community Project Presentation - Robert Elchert, SHARE Center

Robert Elchert, SHARE Center Manager, shared a presentation of the improvements completed at the SHARE Center with the ARPA Community Project funding.

Calhoun County Senior Services Presentation - Rod Auton, Manager

Pulled

This presentation was removed from the agenda.

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

Clerk Houser noted proposed ordinance #10-2024 was pulled from the agenda.

PETITIONS COMMUNICATIONS REPORTS

There were no petitions, communications or reports.

INTRODUCTION OF ORDINANCES

09-2024 A Proposed Ordinance, #09-2024, seeking to rezone 42 parcels located along E. Michigan Avenue, Stiles Street, Spencer Street, Colvin Avenue, James Street, Vale Street, and Caine Street from R-3 Multiple Family Residential District to T-3 Neighborhood Commercial District.

Motion to Approve

Moved By: SHERRY SOFIA

Supported By: JAKE SMITH

This Resolution was defeated.

Ayes: BALLARD, LANCE, REYNOLDS, SIMMONS

Nays: MORRIS, O'DONNELL, BEHNKE, SMITH, SOFIA

MOTION FAILED

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

Motion to
Moved By:
Supported By:

THIS PROPOSED ORDINANCE WAS PULLED FROM THE AGENDA.

MOTION

ADOPTION OF ORDINANCES

450 A Resolution seeking adoption of Ordinance, #08-2024, amending Section 06 of Chapter 294 "General Personnel Regulations," by making changes to "Other Leaves of Absence" for consistency with City Policies and to align the bereavement leave with represented employee agreements.

Motion to Approve
Moved By: SHERRY SOFIA
Supported By: JAKE SMITH

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

MOTION PASSED

PUBLIC COMMENTS REGARDING CONSENT AGENDA AND RESOLUTIONS NOT ON CONSENT AGENDA

Autumn Smith commented on Resolutions #453 - #460, stating the CAFER is a superior report to proposed budgets.

Debbie McNutt-Morris commented on the repaving/patching of her road, stating residents want a new road installed.

John Kenefick commented on resolution 466, regarding the Fee, Bond and Insurance Schedule, noting the fees that have been increased or decreased.

Marcel Heath requested the commission support his request for a fishing event at Willard Beach.

(Limited to three minutes per individual)

COMMISSION COMMENT REGARDING MEETING BUSINESS

There were no Commission comments.

CONSENT AGENDA

Motion to Approve
Moved By: SHERRY SOFIA
Supported By: JAKE SMITH

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

MOTION PASSED

Minutes for the May 21, 2024 City Commission Regular Meeting

City Manager's Report for June 4, 2024

CONSENT RESOLUTIONS

451 A Resolution making permanent Temporary Traffic Control Order #1735.

Motion to Approve
Moved By: SHERRY SOFIA
Supported By: JAKE SMITH

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

MOTION PASSED

452 A Resolution seeking authorization of a contract with Azteca Systems, LLC for an Enterprise License Agreement (ELA) for Cityworks Asset Management System (AMS) in a not-to-exceed one year amount of \$81,960.00.

Motion to Approve
Moved By: SHERRY SOFIA
Supported By: JAKE SMITH

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

MOTION PASSED

453 A Resolution seeking adoption of the fiscal year 2024-2025 budget for the Battle Creek Downtown Development Authority (BCDDA).

Motion to Approve
Moved By: SHERRY SOFIA

Supported By: JAKE SMITH

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

MOTION PASSED

454 A Resolution seeking adoption of the fiscal year 2024-2025 budget for the Lakeview Downtown Development Authority (LDDA).

Motion to Approve

Moved By: SHERRY SOFIA

Supported By: JAKE SMITH

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

MOTION PASSED

455 A Resolution seeking approval of the fiscal year 2023-2024 amended budget for the Battle Creek Brownfield Redevelopment Authority (BCBRA).

Motion to Approve

Moved By: SHERRY SOFIA

Supported By: JAKE SMITH

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

MOTION PASSED

456 A Resolution seeking adoption of the fiscal year 2024-2025 budget for the Battle Creek Brownfield Redevelopment Authority (BCBRA).

Motion to Approve

Moved By: SHERRY SOFIA

Supported By: JAKE SMITH

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

MOTION PASSED

457 A Resolution seeking approval of the fiscal year 2023-2024 amended General Operating budget for the Battle Creek Tax Increment Finance Authority (BCTIFA).

Motion to Approve
Moved By: SHERRY SOFIA
Supported By: JAKE SMITH

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

MOTION PASSED

458 A Resolution seeking adoption of the fiscal year 2024-2025 General Operating budget for the Battle Creek Tax Increment Finance Authority (BCTIFA).

Motion to Approve
Moved By: SHERRY SOFIA
Supported By: JAKE SMITH

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

MOTION PASSED

459 A Resolution seeking approval of the fiscal year 2023-2024 amended Capital Projects budget for the Battle Creek Tax Increment Finance Authority (BCTIFA).

Motion to Approve
Moved By: SHERRY SOFIA
Supported By: JAKE SMITH

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

MOTION PASSED

460 A Resolution seeking adoption of the fiscal year 2024-2025 Capital Projects budget for the Battle Creek Tax Increment Finance Authority (BCTIFA).

Motion to Approve
Moved By: SHERRY SOFIA
Supported By: JAKE SMITH

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

SMITH, SOFIA

MOTION PASSED

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

- 461 A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Sidewalk Repair Program from Hunter-Prell Company in an estimated amount of \$270,630.00, with unit prices prevailing.

Motion to Approve

Moved By: SHERRY SOFIA

Supported By: JAKE SMITH

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

MOTION PASSED

- 462 A Resolution seeking authorization for the City Manager to temporarily suspend a Park Rule prohibiting fishing to allow for two children's fishing activities: a pre-event on June 9, 2024 and the "3rd Annual Johnny 'Jake' Collier - Teach a Kid to Fish Event" on August 11, 2024, to take place at the specified Goguac Lake location.

Motion to Approve

Moved By: SHERRY SOFIA

Supported By: JAKE SMITH

Comm. Simmons asked why fishing was not allowed at Willard Beach at other times of the year.

Rebecca Fleury, City Manager and Ted Dearing, Assistant City Manager, stated they were unsure of the history, but fishing has not been permitted at the beach for a long time, stating they believe it is because of nearby swimmers and visitors on the beach. Both agreed they would research the history and reasoning and share the information. As to fishing at the river at Bailey Park, it was surmised fishing was allowed as there was not a public beach there.

Comm. O'Donnell thanked Mr. Heath for planning this event and supporting the community.

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

MOTION PASSED

- 463 A Resolution seeking authorization for the City Manager to enter into two three-year agreements between the City of Battle Creek and Lakeview School District to provide one certified police officer to carry out the duties of a School Liaison Officer at Lakeview Elementary Schools and one at Lakeview High School covering school years 2024-2025, 2025-2026 and 2026-2027.

Motion to Approve
Moved By: SHERRY SOFIA
Supported By: JAKE SMITH

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

MOTION PASSED

464 A Resolution seeking authorization for the City Manager to enter into an agreement between the City of Battle Creek and Battle Creek Public Schools to provide one certified police officer to carry out the duties of a School Liaison Officer at one or more BCPS District Buildings for the 2024-2025 school year.

Motion to Approve
Moved By: SHERRY SOFIA
Supported By: JAKE SMITH

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

MOTION PASSED

465 A Resolution seeking approval of the 2024 Millage Rates and seeking adoption of the General Fund and Special Funds Budgets for the fiscal year 2024-2025.

Motion to Approve
Moved By: SHERRY SOFIA
Supported By: JAKE SMITH

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

MOTION PASSED

466 A Resolution seeking approval for the "2024-2025 Fee, Bond and Insurance Schedule" for the City of Battle Creek.

Motion to Approve
Moved By: SHERRY SOFIA
Supported By: JAKE SMITH

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

MOTION PASSED

GENERAL PUBLIC COMMENT

Steve Koch commented on the public's right to speak at public meetings, stating there would be legal repercussions for asking that he wait to speak until general public comment time.

David Moore expressed disagreement with the policy that allows the raising of flags other than the US, State and city flags.

Mary Bourgeois asked the status of tiny houses in the city.

Alex Harris announced he was running for state representative.

Autumn Smith asked that her Appeal to Heaven flag be allowed to fly at City Hall. Ms. Smith also commented on the SHARE Center ARPA funding.

John Kenefick commented on overgrown weeds on state and city owned property, asking why they do not have to comply with city ordinance.

(Limited to three minutes per individual)

COMMISSION COMMENTS

Comm. Simmons shared that MDOT has decided to let the area near the I-94 overpass at Capital Avenue "go natural."

Comm. O'Donnell thanked the organizers of Taste of the Creek, also encouraging everyone to attend the Cereal Festival this weekend. Announcing other events in the city, Comm. O'Donnell thanked the volunteers who are reaching out to youth and residents, creating positivity in the city.

Comm. Smith congratulated Springfield, MA on the 2nd longest Breakfast Table.

ADJOURNMENT

Mayor Behnke adjourned the meeting at 8:02 pm.

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

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

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

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

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

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

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

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

(4) A speaker will be ruled out-of-order by the Mayor or presiding Commissioner

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

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

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



General Detail NO.

City Manager's Report for June 18, 2024

BATTLE CREEK, MICHIGAN - 6/18/2024

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

City Manager's Report for June 18, 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
City_Manager_Report_06182024.pdf	City Manager's Report for June 18, 2024

MEMO

Date: 06/18/2024
To: Mayor and City Commission
From: Rebecca L. Fleury, City Manager
RE: City Manager's June 18, 2024, Agenda Report

478

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

PWS Holdings 23 Battle Creek LLC is redeveloping a parcel located at the southeast corner of the West Columbia Avenue and 28th Street intersection. During review of the project site plan, the City's Department of Public Works determined that there is a need for a sidewalk for public access upon a portion of the parcel adjacent to 28th Street, and that there is a need to relocate a fire hydrant that provides access to the City's water supply for fire fighting.

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

479

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

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

480

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

Midwest Employers Casualty Company (MECC) is the City's current carrier for Excess Workers' Compensation Insurance. There is an increase of 11.83% this year over last year. We have a Self Insured Retention level of \$650,000 and MECC has handled historical claims to our satisfaction.

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

481

A Resolution seeking approval for the Fiscal Year 2023-2024 year-end budget adjustments for the City's General Fund (Fund 101), Local Street Fund (Fund 203), and Michigan Justice Training Fund (Fund 270).

The fiscal year 2024 began July 1, 2023, with an adopted budget showing a General Fund use of fund balance of \$613,950. A conservative approach was used in the budget development.

Staff recognizes that a use of fund balance each year is not sustainable, and as a result has monitored major revenue sources continually throughout the fiscal year to determine if expenditure reductions were required to match revenues with expenditures.

Fortunately, as was discussed and presented in the Budget Workshop, income tax revenues and interest income have both exceeded expectations. It is this estimated increase as well under budget expenditures that has resulted in an addition to fund balance instead of a use, as was originally projected.

With this amendment, General Fund revenues are proposed to increase \$236,800. Expenditures are proposed to decrease \$1,337,300.

This Resolution seeks approval for the Fiscal Year 2023-2024 year-end budget adjustments for the City's General Fund (Fund 101), Local Street Fund (Fund 203), and Michigan Justice Training Fund (Fund 270). **Approval is Recommended.**

482

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

The City has had a management agreement with CCDC for more than two decades in relation to several City-owned facilities. The last agreement was approved by the City Commission in 2017 and expires June 30, 2024.

Under the management agreement, CCDC operates Kellogg Arena and Festival Market Square, and utilizes the revenue generated from programming and events to pay all expenses. On an annual basis, CCDC may request operating support from the City which the City has traditionally provided when appropriate, with funds from the Downtown Development Authority.

In 2017, certain Downtown Economic Development duties were added to the Management Agreement; however, these duties have been removed from the scope of services since the City now provides those services in house through the Small Business Development Office.

The management agreement also allows the City, from time-to-time, to request CCDC's assistance in the areas of maintenance, landscape labor, custodial work and recreational management. When we have agreed on such additional assistance, the City pays for the direct cost of service plus a 6% administrative fee.

The City believes this agreement helps generate and increase tourism in Battle Creek, resulting in financial benefit to the local businesses and hotels, and ultimately provides benefits to the City.

This Resolution seeks authorization for the City Manager to execute a Management Agreement with Cereal City Development Corporation regarding Kellogg Arena, Festival Market Square and other assistance. **Approval is Recommended.**

483

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

Section 8(f) of the Open Meetings Act permits a closed session "to review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential."

All of the applicants for the City Attorney position whose applications will be reviewed and considered have requested confidentiality.

Patsy Moore, Executive Recruiter with Michigan Municipal League, has been guiding the City Attorney Search Committee throughout this process and has confidential application material to share with the Commission that will be done in the course of this Closed Session.

The City Manager, as the designated secretary, will record and prepare appropriate minutes of this Closed Session.

This Resolution seeks approval to set a Closed Session to review confidential employment applications for the position of City Attorney. **Approval is Recommended.**



General Detail NO.

Review Committee Meeting Minutes for June 12, 2024

BATTLE CREEK, MICHIGAN - 6/18/2024

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Review Committee Meeting Minutes for June 12, 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
☐ 06.12.2024_-_Review_Committee_Minutes.pdf	Review Committee Meeting Minutes - June 12, 2024
☐ Boards-Committees_Application_Report_-_5.9.2024_-_6.12.2024.pdf	Boards-Committees Application Report

CITY OF BATTLE CREEK REVIEW COMMITTEE AGENDA

Wednesday, June 12, 2024 at 3:00 PM

Join Zoom Meeting

[Click here to join meeting](#)

Meeting ID: 269 441 1255

Passcode: 269269

One call in: 1-312-626-6799

MINUTES

The Review Committee Meeting started at 3:01pm.

Attendees

- *Mayor Mark Behnke
- *Vice Mayor Sherry Sofia
- *Rebecca Fleury, City Manager
- *Ted Dearing, Assistant City Manager
- *Andy Helmboldt, Chair
- *Patti Worden, Executive Assistant

I. LAKEVIEW DOWNTOWN DEVELOPMENT AUTHORITY (LDDA)

- a. 2 applications, 2 reappointments
 - i. David Schweitzer – Reappointment - Term to expire 6/21/2028
 - ii. Mark Steinbrunner – Reappointment – Term to expire 6/21/2028
- b. Discussion: Behnke, Sofia, Fleury, Liaison (Ted Dearing), Chair (David Rost)

Fleury: Yes No **Comment: Next Commission Meeting for approval**

Behnke: Yes No Comment:

Sofia: Yes No Comment:

II. SUSTAINABLE BATTLE CREEK COMMITTEE

- a. 2 applications, 6 vacancies
 - i. Michael Hall – New Appointment - Term to expire 6/18/2026
 - ii. Skyler Huber – New Appointment – Term to expire 6/18/2026
- b. Discussion: Behnke, Sofia, Fleury, Liaison (Patty Hoch-Melluish), Chair (Andy Helmboldt)

Fleury: Yes No **Comment: Next Commission Meeting for approval**

Behnke: Yes No Comment:

Sofia: Yes No Comment:

III. BATTLE CREEK TRANSIT LOCAL COORDINATING COMMITTEE

- a. 1 application, 1 reappointment
 - i. Terry Youmans – Reappointment - Term to expire 9/1/2026
- b. Discussion: Behnke, Sofia, Fleury, Liaison (Mallory Avis)

Fleury: Yes No **Comment: Next Commission Meeting for approval**

Behnke: Yes No Comment:

Sofia: Yes No Comment:

IV. HUMAN RELATIONS BOARD

- a. 1 application, 1 reappointment
 - i. Keona Ackley – Reappointment – Term to expire 7/21/2027
- b. Discussion: Behnke, Sofia, Fleury, Liaison (Becca Forbes), Chair (Kathy Szenda Wilson)

Fleury: Yes No **Comment: Move to July Review Committee Meeting**

Behnke: Yes No Comment:

Sofia: Yes No Comment:

The Meeting ended at 3:11pm.

**Boards/Committees Applications
(Received May 9, 2024 – June 12, 2024)**

David Schweitzer

Lakeview Downtown Development Authority

Michael Hall

Battle Creek Downtown Development Authority

Civil Service Commission

Youth Advisory Board

Michael Hall – 2nd Application

Human Relations Board

Lakeview Downtown Development Authority

Sustainable Battle Creek Committee

Tamera Hill

Airport Advisory Board

Human Relations Board

Local Officers Compensation Commission

Skyler Huber – 2nd Application

Human Relations Board

Sustainable Battle Creek Committee

Lakeview Downtown Development Authority

Terry Youmans

Battle Creek Transit Local Coordinating Committee

Keona Ackley

Board of Appeals (Housing)

Human Relations Board

Sustainable Battle Creek Committee – currently a member

Mark Steinbrunner

Lakeview Downtown Development Authority

Tree Advisory Council



Resolution NO. 467

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That David Schweitzer and Mark Steinbrunner are reappointed to the Lakeview Downtown Development Authority Board with terms to expire on June 21, 2028.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

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

BUDGETARY CONSIDERATIONS

None.

HISTORY, BACKGROUND and DISCUSSION

The LDDA was created and authorized by the adoption of Ordinance 280 on October 26, 1981, by the Battle Creek Township Board of Trustees, to Act 197 of the Public Acts of 1975 of the State of Michigan.

The membership is made up of the City Manager, plus 12 other members, 8 of whom have an interest in property located in the LDDA District. The LDDA's activities shall include, but are not limited to, the definition of a development area; the origination of a development plan; and the implementation of a development program as provided in Act 197 of PA 1975.

DISCUSSION OF THE ISSUE

POSITIONS

The Review Committee is supportive of these reappointments.

ATTACHMENTS:

File Name	Description
📄 Schweitzer__David_-_2024.pdf	David Schweitzer Application
📄 Steinbrunner__Mark_-_2024.pdf	Mark Steinbrunner Application

Patricia S Worden

From: noreply@civicplus.com
Sent: Wednesday, May 15, 2024 10:01 PM
To: Rebecca D. Forbes; Patricia S Worden
Subject: Online Form Submittal: Current City of Battle Creek Boards and Commissions Application

Email sent from outside of the City of Battle Creek. Use caution before clicking links/attachments.

Current City of Battle Creek Boards and Commissions Application

City of Battle Creek Board and Commission Application

Please select the **top 3** board(s) or commission(s) on which would like to serve. This application will remain active for one year from the date we receive it and will be posted on the City's website. Thank you for applying!

Name	David Schweitzer
Are you 18 years or older?	Yes
Home address	63 West Minges Road
City	Battle Creek
State	MI
Zip code	49015
Email address	Schweitzerdl@gmail.com
Home phone	<i>Field not completed.</i>
Work phone	<i>Field not completed.</i>
Cell phone	2692091859
Current occupation (students should list school activities)	Retired
Employer and work address (students should list school)	<i>Field not completed.</i>

Educational background/degrees (students should list current year in school) BS

List any appointed positions, boards, commissions, or committees on which you have served, and years of service LDDA

List any organizations to which you belong (professional, technical, community, nonprofit; students should list school organizations) *Field not completed.*

Briefly explain your interest, experience, and/or qualifications for the boards for which you are applying service on the committee

Attach additional information *Field not completed.*

Please tell us how you found out about our boards and commissions and/or vacancies *Field not completed.*

Electronic Signature Agreement I agree.

By signing this form, you acknowledge that any or all information on this form may be verified, and consent to the release of this information for publicity purposes.

Electronic Signature David Schweitzer

Date 5/15/24

Boards, Councils, and Commissions Interest

Please rank your first, second, and third choices for boards on which you would like to serve. Please check the boxes to indicate your experience and/or credentials for each of your three choices. Thank you!

Airport Advisory Board

Makes policy recommendations to support continued airport development and community economic growth; acts as advocate for current and potential economic value of the airport.

Rank *Field not completed.*

Experience Economic development, Live in BC city limits

BC Area International Relations Committee

To foster cultural promotion of the city, and provide a positive environment toward foreign industrialists and their families

Rank *Field not completed.*

Experience *Field not completed.*

BC Downtown Development Authority

Provides for a variety of funding options, including tax increment financing mechanism, which can be used to fund public improvements in the downtown district.

Rank *Field not completed.*

Experience *Field not completed.*

BC Housing Commission

Manages all public housing facilities and rental voucher (Section 8) programs in the city. Public housing facilities include scattered site rental housing, home purchase programs and senior residential developments.

Rank *Field not completed.*

Experience *Field not completed.*

BC TIFA/Brownfield Redevelopment Authority

BC Tax Increment Finance Authority. Works to halt a decline of property values, increase property tax valuation, eliminate causes of decline in value, and promote growth in the Fort Custer Industrial Park.

Rank *Field not completed.*

Experience *Field not completed.*

BC Transit Local Advisory Council

Advises the City in areas relating to planning, delivery, and operation of public transportation in the community and to provide recommendations and input regarding accessibility including the annual approval of Battle Creek Transit's Vehicle Accessibility Plan.

Rank *Field not completed.*

Experience *Field not completed.*

BC Transit Local Coordinating Committee

Determines annually how the Specialized Services funds will be allocated among the various sub-recipients, related to transportation services for the elderly and those with disabilities.

Rank *Field not completed.*

Experience *Field not completed.*

Board of Appeals (Housing)

Hears and decides on appeals concerning application or interpretation of the provisions and standards of the Building Code, the International Property Maintenance Code and Chapter 842 of these Codified Ordinances, and to hear appeals of decisions of the Dangerous Buildings Hearing Officer.

Rank *Field not completed.*

Experience *Field not completed.*

Board of Review (Assessing)

Members serve for five years, and must be city electors and property owners. Members may correct/amend assessment rolls, and increase or decrease taxable property assessment or valuation.

Rank *Field not completed.*

Experience *Field not completed.*

Civil Service Commission

Establishes rules applicable to all regular and full-time Fire Department personnel, excluding civilian employees. Members must reside in the city limits for one year, reside within the county for three years, and hold no other government office. There may be no more than two members of the same political party.

Rank *Field not completed.*

Experience *Field not completed.*

Construction Board of Appeals

To hear appeals on building permit denials, and from any other decision pursuant or related to the Act or the State Construction Code. There are five members and one alternate. Members serve two-year terms. A member of the board shall be qualified by experience or training to perform the duties of the board. The board meets as needed.

Rank *Field not completed.*

Experience *Field not completed.*

Dangerous Buildings Hearing Officer

Identifies structures in the city considered to be a public nuisance; serves written notice of a hearing to the owner or party of interest at the address shown on the tax records; and shows cause why the structure(s) should not be ordered demolished, otherwise made safe, or properly maintained. Must have expertise in housing matters, including, but not limited to: engineer, architect, building contractor, building inspector, or member of a community housing organization.

Rank *Field not completed.*

Experience *Field not completed.*

Development Area Citizens Council

An advisory body to a development authority and, ultimately, the City Commission, related to updates to the authority's development plan.

Rank *Field not completed.*

Experience *Field not completed.*

Dickman Road Business Improvement District

Promotes economic activity in the BID along Dickman Road, and provides or contracts for the administration, security, and operation of the district, to include physical improvements and joint marketing.

Rank *Field not completed.*

Experience *Field not completed.*

Downtown Parking System Advisory Committee

Advises city staff and the city's parking administrator on issues related to the city-owned and operated parking system.

Rank *Field not completed.*

Experience *Field not completed.*

Economic Development Corporation

Alleviates unemployment conditions, assists in industry retention and promotes the general welfare of Battle Creek.

Rank *Field not completed.*

Experience *Field not completed.*

Goguac Lake Board

Formed to protect the public health, safety and welfare, and conserve the natural resources and preserve property values around Goguac Lake.

Rank *Field not completed.*

Experience *Field not completed.*

Historic District Commission

Reviews plans for exterior modifications or demolition of buildings within the federal, state, or local historic districts.

Rank *Field not completed.*

Experience *Field not completed.*

Human Relations Board

To increase constructive communication among all people regardless of actual or perceived race, ethnicity, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity, or socioeconomic status. To increase constructive communication between community members, public officials, and community organizations, thereby promoting harmonious and productive relationships within the community, and equitable access to community resources for all. Board shall be representative of management and labor, various religions, various races, and others who have an interest in human relations.

Rank *Field not completed.*

Experience *Field not completed.*

Income Tax Board of Appeals

Attempts to settle city income tax disputes.

Rank *Field not completed.*

Experience *Field not completed.*

Lakeview Downtown Development Authority

The definition of a development area; the origination of a development plan; and the implementation of a development program

Rank 1

Experience District property owner/business representative, Live in BC city limits

License Review Board

Provides an opportunity to appeal when an application to operate as a vendor within the city limits is denied or a current Vendor's License becomes subject to suspension or revocation.

Rank *Field not completed.*

Experience *Field not completed.*

Local Development Financing Authority

To govern the affairs of the I-94 Business Park and Certified Technology Park (SmartZone) established by the City of Battle Creek, pursuant to an Agreement (The Battle Creek Aviation and E-Learning SmartZone Agreement) with the Michigan Economic Development Corporation.

Rank *Field not completed.*

Experience *Field not completed.*

Local Officers' Compensation Commission

Determine salaries of elected officials. Shall meet for at least one, and not more than 15, session days in each odd-numbered year. "Session day" is a calendar day on which the commission meets and for which a quorum is present.

Rank *Field not completed.*

Experience *Field not completed.*

Planning Commission

Adopts plans for the city. Also considers requests for zoning classifications and special use permits, and makes recommendations to the City Commission on amendments to the planning and zoning code.

Rank *Field not completed.*

Experience *Field not completed.*

Police/Fire Retirement System Board

Make rules and regulations necessary to properly conduct the business of the police and fire pension system, as directed by law.

Rank *Field not completed.*

Experience *Field not completed.*

Sustainable BC Committee

Increase the city's efforts to incorporate environmentally-responsible policies in the management of its facilities and services, including initiatives outlined in the Climate Protection Act Policy, adopted in August 2006, and the 15 percent by '15 renewable energy policy goal, adopted in March 2007. Will review and recommend environmental/conservation policy for the city, including recommendations for action to the City Commission.

Rank *Field not completed.*

Experience *Field not completed.*

Technical Review Committee

Provides review, input, and recommendations to the city and the City Commission regarding various aspects of the wastewater treatment system and rates.

Rank *Field not completed.*

Experience *Field not completed.*

Tree Advisory Council

Helps develop the annual Tree Work Plan, and issue rules and regulations supplementary to the city's tree ordinance. Establishment meets a Tree City USA criterion.

Rank *Field not completed.*

Experience *Field not completed.*

Water System Advisory Council

Advises and assists with creation of materials and plans to educate the community about the dangers of lead in drinking water, assist with development of public awareness campaign materials, advise and consult on the development of appropriate plans for remediation and public education to be implemented if a lead action level is exceeded, advise and consult on efforts to replace private lead service lines, assist in promoting transparency of data and documents related to lead in drinking water, and collaborate with local community groups to ensure those living in the city have the opportunity to be involved in efforts to educate the community about lead in drinking water.

Rank *Field not completed.*

Experience *Field not completed.*

Youth Advisory Board

To involve area youth in local government policy development and administrative procedures that will improve the leadership development of the community's youth.

Rank *Field not completed.*

Experience *Field not completed.*

Zoning Board of Appeals

Considers requests for variances to the requirement of the planning and zoning code. Typical variance requests include yard setback reductions and the size of commercial signage.

Rank *Field not completed.*

Experience *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Patricia S Worden

From: noreply@civicplus.com
Sent: Monday, June 10, 2024 5:06 PM
To: Rebecca D. Forbes; Patricia S Worden
Subject: Online Form Submittal: Current City of Battle Creek Boards, Committees, Commissions, and Councils Application

Email sent from outside of the City of Battle Creek. Use caution before clicking links/attachments.

Current City of Battle Creek Boards, Committees, Commissions, and Councils Application

City of Battle Creek Boards, Committees, Commissions, & Councils Application

Please select the **top 3** boards, committees, commissions, or councils on which you would like to serve. This application will remain active for one year from the date we receive it and will be posted on the City's website. Thank you for applying!

Name	Mark Steinbrunner
Are you 18 years or older?	Yes
Home address	125 Lakewood Dr
City	Battle Creek
State	MI
Zip code	49015
Email address	marksteinbrunner@gmail.com
Home phone	7738609680
Work phone	<i>Field not completed.</i>
Cell phone	<i>Field not completed.</i>
Current occupation (students should list school activities)	graphic designer EPI
Employer and work address (students should list school)	EPI Dickman Road
Educational background/degrees (students should list current year in school)	BS Western Michigan3.0

List any appointed positions or boards/committees/commissions/councils on which you have served, and year(s) of service

Historic Commission and the LDDS

List any organizations to which you belong (professional, technical, community, nonprofit; students should list school organizations)

Field not completed.

Briefly explain your interest, experience, and/or qualifications for the boards for which you are applying

I would like to renew my membership

Attach additional information

Field not completed.

Please tell us how you found out about our boards, etc. and/or vacancies

Field not completed.

Electronic Signature Agreement

Field not completed.

By signing this form, you acknowledge that any or all information on this form may be verified, and consent to the release of this information for publicity purposes.

Electronic Signature

Mark Steinbrunner

Date

6/10/2024

Accessibility

The City of Battle Creek is committed to making our volunteer opportunities accessible to everyone. If you require a reasonable accommodation to fully participate on a board/committee/commission/council, please note your accommodation request(s) here:

Accommodation

Field not completed.

request(s):

Boards, Committees, Commissions, & Councils Interest

Please rank your first, second, and third choices for boards, committees, commissions, and councils on which you would like to serve. Please check the boxes to indicate your experience and/or credentials for each of your three choices. Thank you!

Airport Advisory Board

Makes policy recommendations to support continued airport development and community economic growth; acts as advocate for current and potential economic value of the airport.

Rank *Field not completed.*

Experience *Field not completed.*

BC Area International Relations Committee

To foster cultural promotion of the city, and provide a positive environment toward foreign industrialists and their families

Rank *Field not completed.*

Experience *Field not completed.*

BC Downtown Development Authority

Provides for a variety of funding options, including tax increment financing mechanism, which can be used to fund public improvements in the downtown district.

Rank *Field not completed.*

Experience *Field not completed.*

BC Housing Commission

Manages all public housing facilities and rental voucher (Section 8) programs in the city. Public housing facilities include scattered site rental housing, home purchase programs and senior residential developments.

Rank *Field not completed.*

Experience *Field not completed.*

BC TIFA/Brownfield Redevelopment Authority

BC Tax Increment Finance Authority. Works to halt a decline of property values, increase property tax valuation, eliminate causes of decline in value, and promote growth in the Fort Custer Industrial Park.

Rank *Field not completed.*

Experience *Field not completed.*

BC Transit Local Advisory Council

Advises the City in areas relating to planning, delivery, and operation of public transportation in the community and to provide recommendations and input regarding accessibility including the annual approval of Battle Creek Transit's Vehicle Accessibility Plan.

Rank *Field not completed.*

Experience *Field not completed.*

BC Transit Local Coordinating Committee

Determines annually how the Specialized Services funds will be allocated among the various sub-recipients, related to transportation services for the elderly and those with disabilities.

Rank *Field not completed.*

Experience *Field not completed.*

Board of Appeals (Housing)

Hears and decides on appeals concerning application or interpretation of the provisions and standards of the Building Code, the International Property

Maintenance Code and Chapter 842 of these Codified Ordinances, and to hear appeals of decisions of the Dangerous Buildings Hearing Officer.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Board of Review (Assessing)

Members serve for five years, and must be city electors and property owners. Members may correct/amend assessment rolls, and increase or decrease taxable property assessment or valuation.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Civil Service Commission

Establishes rules applicable to all regular and full-time Fire Department personnel, excluding civilian employees. Members must reside in the city limits for one year, reside within the county for three years, and hold no other government office. There may be no more than two members of the same political party.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Construction Board of Appeals

To hear appeals on building permit denials, and from any other decision pursuant or related to the Act or the State Construction Code. There are five members and one alternate. Members serve two-year terms. A member of the board shall be qualified by experience or training to perform the duties of the board. The board meets as needed.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Dangerous Buildings Hearing Officer

Identifies structures in the city considered to be a public nuisance; serves written notice of a hearing to the owner or party of interest at the address shown on the tax records; and shows cause why the structure(s) should not be ordered demolished, otherwise made safe, or properly maintained. Must have expertise in housing

matters, including, but not limited to: engineer, architect, building contractor, building inspector, or member of a community housing organization.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Development Area Citizens Council

An advisory body to a development authority and, ultimately, the City Commission, related to updates to the authority's development plan.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Dickman Road Business Improvement District

Promotes economic activity in the BID along Dickman Road, and provides or contracts for the administration, security, and operation of the district, to include physical improvements and joint marketing.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Downtown Parking System Advisory Committee

Advises city staff and the city's parking administrator on issues related to the city-owned and operated parking system.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Economic Development Corporation

Alleviates unemployment conditions, assists in industry retention and promotes the general welfare of Battle Creek.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Goguac Lake Board

Formed to protect the public health, safety and welfare, and conserve the natural resources and preserve property values around Goguac Lake.

Rank *Field not completed.*

Experience *Field not completed.*

Historic District Commission

Reviews plans for exterior modifications or demolition of buildings within the federal, state, or local historic districts.

Rank *Field not completed.*

Experience *Field not completed.*

Human Relations Board

To increase constructive communication among all people regardless of actual or perceived race, ethnicity, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity, or socioeconomic status. To increase constructive communication between community members, public officials, and community organizations, thereby promoting harmonious and productive relationships within the community, and equitable access to community resources for all. Board shall be representative of management and labor, various religions, various races, and others who have an interest in human relations.

Rank *Field not completed.*

Experience *Field not completed.*

Income Tax Board of Appeals

Attempts to settle city income tax disputes.

Rank *Field not completed.*

Experience *Field not completed.*

Lakeview Downtown Development Authority

The definition of a development area; the origination of a development plan; and the implementation of a development program

Rank 2

Experience

Live in BC city limits

License Review Board

Provides an opportunity to appeal when an application to operate as a vendor within the city limits is denied or a current Vendor's License becomes subject to suspension or revocation.

Rank

Field not completed.

Experience

Field not completed.

Local Development Financing Authority

To govern the affairs of the I-94 Business Park and Certified Technology Park (SmartZone) established by the City of Battle Creek, pursuant to an Agreement (The Battle Creek Aviation and E-Learning SmartZone Agreement) with the Michigan Economic Development Corporation.

Rank

Field not completed.

Experience

Field not completed.

Local Officers' Compensation Commission

Determine salaries of elected officials. Shall meet for at least one, and not more than 15, session days in each odd-numbered year. "Session day" is a calendar day on which the commission meets and for which a quorum is present.

Rank

Field not completed.

Experience

Field not completed.

Planning Commission

Adopts plans for the city. Also considers requests for zoning classifications and special use permits, and makes recommendations to the City Commission on amendments to the planning and zoning code.

Rank

Field not completed.

Experience

Field not completed.

Police/Fire Retirement System Board

Make rules and regulations necessary to properly conduct the business of the police and fire pension system, as directed by law.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Sustainable BC Committee

Increase the city's efforts to incorporate environmentally-responsible policies in the management of its facilities and services, including initiatives outlined in the Climate Protection Act Policy, adopted in August 2006, and the 15 percent by '15 renewable energy policy goal, adopted in March 2007. Will review and recommend environmental/conservation policy for the city, including recommendations for action to the City Commission.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Technical Review Committee

Provides review, input, and recommendations to the city and the City Commission regarding various aspects of the wastewater treatment system and rates.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Tree Advisory Council

Helps develop the annual Tree Work Plan, and issue rules and regulations supplementary to the city's tree ordinance. Establishment meets a Tree City USA criterion.

Rank	3
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Experience	<i>Field not completed.</i>
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Water System Advisory Council

Advises and assists with creation of materials and plans to educate the community about the dangers of lead in drinking water, assist with development of public awareness campaign materials, advise and consult on the development of appropriate plans for remediation and public education to be implemented if a lead action level is exceeded, advise and consult on efforts to replace private lead service lines, assist in promoting transparency of data and documents related to

lead in drinking water, and collaborate with local community groups to ensure those living in the city have the opportunity to be involved in efforts to educate the community about lead in drinking water.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Youth Advisory Board

To involve area youth in local government policy development and administrative procedures that will improve the leadership development of the community's youth.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Zoning Board of Appeals

Considers requests for variances to the requirement of the planning and zoning code. Typical variance requests include yard setback reductions and the size of commercial signage.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Resolution NO. 468

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That Michael Hall and Skyler Huber are appointed as new members to the Sustainable Battle Creek Committee with terms to expire on June 18, 2026.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

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

BUDGETARY CONSIDERATIONS

None.

HISTORY, BACKGROUND and DISCUSSION

On December 4, 2007, the Battle Creek City Commission established the Environmental Policy Study Committee. The purpose of the Committee, as established, is to increase the City's efforts to incorporate environmentally responsible policies in the management of its facilities and services, including initiatives outlined in the Climate Protection Act Policy adopted in August, 2006 and the 15% by 15 renewable energy policy goal adopted in March, 2007.

The current membership of the Committee, many of whom are original members, believe that a refinement of the Committee's purpose statement would be helpful, along with a more reflective Committee name, so on June 18, 2013, the City Commission approved changing the name of the committee from Environmental

Policy Study Committee to Sustainable BC Committee, and updated the purpose statement.

On December 19, 2017, the membership guidelines were updated to allow the Mayor and City Commission to appoint one member of the City Commission as an alternate to attend meetings only in the event of the unavailability of an appointed City Commission member.

DISCUSSION OF THE ISSUE

POSITIONS

The Review Committee is supportive of this appointment.

ATTACHMENTS:

	File Name	Description
▢	Hall__Michael_#2_-_2024.pdf	Michael Hall Application
▢	Huber__Skyler_#2_-_2024.pdf	Skyler Huber Application



Board and Commission Application

City of Battle Creek

10 N. Division S.
Battle Creek, MI 49014
269-966-3311

Please check the top three boards or commissions on which you are interested in serving.

(This application will remain active for one year from the date of receipt and will be posted on the City website.)

<input type="checkbox"/> Airport Advisory Board	<input type="checkbox"/> Historic District Commission
<input type="checkbox"/> Battle Creek Area International Relations Committee	<input checked="" type="checkbox"/> Human Relations Board
<input type="checkbox"/> Battle Creek Downtown Development Authority	<input type="checkbox"/> Income Tax Board of Review
<input type="checkbox"/> Battle Creek Housing Commission	<input checked="" type="checkbox"/> Lakeview Downtown Development Authority
<input type="checkbox"/> Battle Creek TIFA/Brownfield Development Authority	<input type="checkbox"/> License Review Board
<input type="checkbox"/> Battle Creek Transit Local Advisory Council	<input type="checkbox"/> Local Development Financing Authority
<input type="checkbox"/> Battle Creek Transit Local Coordinating Committee	<input type="checkbox"/> Local Officers' Compensation Commission
<input type="checkbox"/> Board of Appeals (Housing)	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Board of Review (Assessing)	<input type="checkbox"/> Police/Fire Retirement System Board
<input type="checkbox"/> Civil Service Commission	<input checked="" type="checkbox"/> Sustainable BC Committee
<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Technical Review Committee
<input type="checkbox"/> Dangerous Buildings Hearing Officer	<input type="checkbox"/> Tree Advisory Council
<input type="checkbox"/> Development Area Citizens Council	<input type="checkbox"/> Water System Advisory Council
<input type="checkbox"/> Dickman Road Business Improvement District	<input type="checkbox"/> Youth Advisory Board
<input type="checkbox"/> Downtown Parking System Advisory Committee	<input type="checkbox"/> Zoning Board of Appeals
<input type="checkbox"/> Economic Development Corporation	
<input type="checkbox"/> Gogua Lake Board	

Please tell us how you found out about our boards and commissions and/or vacancies

Name Hall Michael L
Last First M.I.

Home Address 217 NE Capital Ave Apt 5 Email michaellhall11023@yahoo.com

Telephone Home _____ Work _____ Cell (269) 317-1630

Are you at least 18 years of age? Yes No

Current occupation (students, list school activities) Student/Business Owner/Founder (Non Profit)

Employer/work address (students, list school) _____

Educational background/degrees (students, list year in school) Business Admin (KVCC) 93-95 "24-'26" Business Mgmt

List any appointive positions/boards/commissions or committees on which you have served and year(s) of service M.D.O.C
(Warden's Forum) Student Board (KVCC 93-95)

List any organizations to which you belong (professional, technical, community, nonprofit; students, list school organizations)
Volunteer Charitable Union / NEVER LOOK BACK FOUNDATION

Briefly indicate your interest, experience, and/or qualifications for the board for which you are applying. Please be specific (use back of form if necessary). To remove any barriers that is holding the board from achieving greatness.

I understand that any or all information on this form may be verified. I consent to the release of this information for publicity purposes.
Signature Michael L. Hall Date 5/20/24

Return application to: City Manager's Office, 10 N. Division St.,
Room 206, Battle Creek, MI 49014

Rec'd 5/20/24

City of Battle Creek Boards, Commissions and Committees – Descriptions

Please check experience for up to three boards and commissions on which you are interested in serving.

Airport Advisory Board – Appointing authority: Mayor and Commission.

The committee makes policy recommendations regarding airport matters in order to support the continued development of the airport and economic growth of the community, and acts as an advocate for the current and potential future economic value of the airport. Meets quarterly.

Contact: Battle Creek Executive Airport at Kellogg Field, 269-966-3470

Experience: Airport operations Economic development Live in city limits

Battle Creek Area International Relations Committee – Appointing authority: Mayor, with Commission approval.

To foster cultural promotion of the city and provide a positive environment toward foreign industrialists and their families. Meets as needed.

Contact: City Manager's Office, 269-966-3311

Experience: Live in city limits

Battle Creek Downtown Development Authority – Appointing authority: City Manager, with Commission approval.

The Downtown Development Authority, Public Act 57 of 2018, is designed to be a catalyst in the development of the city's downtown district. The DDA provides for a variety of funding options including a tax increment financing mechanism, which can be used to fund public improvements in the downtown district. Meets quarterly.

Contact: City Manager's Office, 269-966-3311

Experience: Property owner Business representative Live in city limits

Battle Creek Housing Commission – Appointing authority: Mayor and Commission.

Manages all public housing facilities and rental voucher (Section 8) programs in the city. Public housing facilities include scattered site rental housing, home purchase programs and senior residential developments. Meets monthly.

Contact: Community Services Director, 269-966-3387

Experience: Public housing Live in city limits

Battle Creek TIFA/Brownfield Redevelopment Authority – Appointing authority: City Manager, with Commission approval.

To halt a decline of property values, increase property tax valuation, eliminate causes of decline in value, and promote growth in the Fort Custer Industrial Park. Meets quarterly.

Contact: City Manager's Office, 269-966-3311

Experience: Property owner Business owner Live in city limits

Battle Creek Transit Local Advisory Council – Appointing authority: Mayor and Commission.

Public Act 51 of 1951, as amended, required there to be a Local Advisory Council whose legal function is to review and comment on the applicant Vehicle Accessibility Plan and annual updates to that plan. Meets annually, with special meetings scheduled if necessary.

Contact: Battle Creek Transit, 269-966-3374

Experience: Public transportation Live in city limits

Battle Creek Transit Local Coordinating Committee – Appointing authority: Mayor and Commission.

Public Act 51 of 1951, as amended, required there to be a local coordination of transportation services to the elderly and disabled. Because of this requirement, the Michigan Department of Transportation directed that each transit agency have a "local coordinating committee" whose legal function is to determine annually how the Specialized Services funds will be allocated among the various sub-recipients. Meets Quarterly.

Contact: Battle Creek Transit, 269-966-3474

Experience: Public transportation Live in city limits

Board of Appeals (Housing) – Appointing authority: Mayor, with Commission approval.

Board members hear and decide on appeals concerning the application or interpretation of the provisions and standards of the Building Code, the International Property Maintenance Code and Chapter 842 of these Codified Ordinances, and to hear appeals of decisions of the Dangerous Buildings Hearing Officer. Meets monthly.

Contact: Code Compliance Manager, 269-966-3387

Experience: Building construction/engineering Zoning Real estate/development/law Live in city limits

Board of Review (Assessing) – Appointing authority: Mayor and Commission.

Members serve for five years and must be city electors and property owners. Members may correct/amend assessment rolls and increase or decrease taxable property assessment or valuation. Meets for a minimum of five days in March; one day in July; and one day in December.

Contact: City Assessor, 269-966-3311

Experience: Banking/finance Property appraisal/assessing Real estate/development/law Live in city limits

City Commission – Appointing authority: Elected by City of Battle Creek voters.

City Commissioners serve two-year terms. City voters elect the mayor as a separate office to serve a two-year term. After an election, the vice mayor is selected by their fellow commissioners to serve a two-year term. The commission is comprised of five ward commissioners, representing geographic wards within the city, and four at-large commissioners. **All interested City Commission candidates must collect signatures, and submit nominating petitions. See more information about commissioner candidate requirements at battlecreekmi.gov/elections.** In the case of a position vacancy, the commission will follow a special process, about which information will be released separately.

Contact: City Clerk, 269-966-3348

Civil Service Commission – Appointing authority: Mayor and Commission appoint one member, Fire Department appoints one member, and those two members appoint a third member.

Establishes rules applicable to all regular and full-time Fire Department personnel, excluding civilian employees. Members must reside in the city limits for one year, reside within the county for three years, and hold no other government office. There may be no more than two members of the same political party. Meets monthly.

Contact: City Clerk, 269-966-3348

Experience: Live in city limits

Construction Board of Appeals – Appointing authority: Mayor and Commission.

To hear appeals on building permit denials, and from any other decision pursuant or related to the Act or the State Construction Code. There are five members and one alternate. Members serve two-year terms. A member of the board shall be qualified by experience or training to perform the duties of the board. The board meets as needed.

Contact: Chief Building Official, 269-966-3311

Experience: Construction or related experience

Dangerous Buildings Hearing Officer – Appointing authority: Mayor, with Commission approval.

Identifies those structures within the city confines that are considered to be a public nuisance; serves written notice of a hearing to the owner or party of interest at the address shown on the tax records; and shows cause why the structure(s) should not be ordered demolished, otherwise made safe, or properly maintained. Must have expertise in housing matters, including, but not limited to: an engineer, architect, building contractor, building inspector, or member of a community housing organization. Meets monthly.

Contact: Code Compliance Manager, 269-966-3311

Experience: Building construction/engineering Real estate/development/law Housing

Development Area Citizens Council – Appointing authority: City Commission

An advisory body to a development authority and, ultimately, the City Commission, related to updates to the authority's development plan.

Contact: City Manager's Office, 269-966-3311

Experience: Lives within authority boundaries

Dickman Road Business Improvement District – Appointing authority: City Manager, with Commission approval; City of Springfield

Undertakes functions, objectives, and powers enumerated in Section 1 of Public Act 49 of the Public Acts of 1999, including the promotion of economic activity in the BID along Dickman Road and providing or contracting for the administration, security, and operation of the District, to include physical improvements and joint marketing. Meets quarterly.

Contact: City Manager's Office, 269-966-3311

Experience: Non-automotive business representative Automotive business representative

Downtown Parking System Advisory Committee – Appointing authority: Mayor appoints commissioners; City Manager appoints owners and members at large with Commission approval.

Advises city staff and the city's parking administrator on issues related to the municipally-owned and operated parking system. Meets as needed.

Contact: Public Works Director, 269-966-3490

Experience: Downtown business/property owner Live in city limits

Economic Development Corporation – Appointing authority: Mayor, with Commission approval.

Alleviates unemployment conditions, assists in industry retention and promotes the general welfare of Battle Creek. Meets as needed.

Contact: City Manager's Office, 269-966-3311

Experience: Economic development Live in city limits

Goguac Lake Board – Appointing authority: Two representatives and a Goguac Lake property owner by the Mayor and City Commission; a county commissioner by the Calhoun County Board of Commissioners chairperson; the county drain commissioner; a representative of the Michigan Department of Environment, Great Lakes, and Energy.

Pursuant to Public Act 451 of 1994, as amended by Public Act 59 of 1995, formed to protect the public health, safety and welfare, and conserve the natural resources and preserve property values around Goguac Lake. Meets quarterly.

Contact: Utility Administrator, 269-966-3343

Experience: Own property on Goguac Lake

Historic District Commission – Appointing authority: Mayor, with Commission approval.

Charged under state law and local ordinance with reviewing plans for exterior modifications or demolition of buildings within the federal, state or local historic districts. Meets monthly.

Contact: Planning Division, 269-966-3320

Experience: Construction/building trades History Architecture Live in city limits

Human Relations Board – Appointing authority: Mayor, with Commission approval.

To increase constructive communication among all people regardless of actual or perceived race, ethnicity, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity, or socioeconomic status. To also increase constructive communication between community members, public officials, and community organizations, thereby promoting harmonious and productive relationships within the community, and equitable access to community resources for all. Board shall be representative of management and labor, various religions, various races, and others who have an interest in human relations. Meets monthly.

Contact: City Manager's Office, 269-966-3311

Experience: Live in the metropolitan area

Income Tax Board of Review – Appointing authority: Mayor, with Commission approval.

Pursuant to State Act 284 of 1964, attempts to settle city income tax disputes. Meets as needed.

Contact: Income Tax Division, 269-966-3345

Experience: Income tax/accounting Live in city limits

Lakeview Downtown Development Authority – Appointing authority: City Manager, with Commission approval.

The LDDA's activities shall include, but are not limited to, the definition of a development area; the origination of a development plan; and the implementation of a development program as provided in Act 197 of PA 1975. Meets bi-annually.

Contact: City Manager's Office, 269-966-3311

Experience: District property owner/business representative Live in city limits

License Review Board – Appointing authority: Mayor, with Commission approval.

Provides an opportunity to appeal when an application to operate as a vendor within the city limits is denied or a current Vendor's License becomes subject to suspension or revocation. Meets as needed.

Contact: City Clerk, 269-966-3348

Experience: Live in city limits

Local Development Financing Authority – Appointing authority: City Manager, with Commission approval.

To conduct those activities authorized under Act 281, Public Acts of 1986, and as amended from time to time (MCLA Section 125.2151 et seq.; MSA Section 3.540 (351) et seq.), and to otherwise govern the affairs of the I-94 Business Park and Certified Technology Park (SmartZone) established by the City of Battle Creek, Michigan, pursuant to an Agreement (The Battle Creek Aviation and E-Learning SmartZone Agreement) with the Michigan Economic Development Corporation. Meets as needed.

Contact: City Manager's Office, 269-966-3311

Experience: Live in city limits Calhoun County Commission/KCC/MEDC appointment

Local Officers' Compensation Commission – Appointing authority: Mayor, with Commission approval.

Determine salaries of elected officials. Shall meet for at least one, and not more than 15, session days in each odd-numbered year. "Session day" is a calendar day on which the commission meets and for which a quorum is present.

Contact: City Clerk, 269-966-3348

Experience: Live in city limits

Planning Commission – Appointing authority: Mayor, with Commission approval.

Charged under state law with the adoption of plans for the city. Also considers requests for zoning classifications and special use permits, and makes recommendations to the City Commission on amendments to the planning and zoning code. Meets monthly.

Contact: Planning Division, 269-966-3320

Experience: Civil/engineering/landscape architecture Land use planning Real estate/development Law

Police/Fire Retirement System Board - Appointing authority: Two members by City Commission, one member by Fire Department, one member by Police Department.

Make rules and regulations necessary to properly conduct the business of the police/fire pension system, as directed by law.

Contact: Finance Division, 269-966-3311

Experience: Finance and/or investing Live in city limits

Sustainable BC Committee – Appointing authority: City staff by City Manager; remaining members by Mayor, with Commission approval.

Increase the city's efforts to incorporate environmentally-responsible policies in the management of its facilities and services, including initiatives outlined in the Climate Protection Act Policy, adopted in August 2006, and the "15 percent by '15" renewable energy policy goal, adopted in March 2007. Will review and recommend environmental/conservation policy for the city, including recommendations for action to the City Commission. Meets as needed.

Contact: Utility Administrator, 269-966-3343

Experience: Environmental Live in city limits Business representative

Technical Review Committee – Appointing authority: City staff by City Manager; remaining members by contributing jurisdictions.

Provides review, input, and recommendations to the City and the City Commission regarding various aspects of the Wastewater Treatment system and rates. Meets quarterly.

Contact: Public Works Director, 269-966-3490

Experience: Engineering Other technical expertise Industry representative

Tree Advisory Council – Appointing authority: Mayor, with Commission approval.

Members serve in an advisory capacity to the Department of Public Works and the City Manager in developing the annual Tree Work Plan and the issuance of rules and regulations supplementary to the city's tree ordinance. Establishment meets a Tree City USA criterion. Meets at least once a year, in September.

Contact: City Engineer, 269-966-3343

Experience: Horticulture Forestry

Water System Advisory Council – Appointing authority: Mayor and Commission.

To advise and assist with the creation of materials and plans to educate the community about the dangers of lead in drinking water, assist with development of public awareness campaign materials, advise and consult on the development of appropriate plans for remediation and public education to be implemented if a lead action level is exceeded, advise and consult on efforts to replace private lead service lines, assist in promoting transparency of data and documents related to lead in drinking water, and collaborate with local community groups to ensure those living in the city have the opportunity to be involved in efforts to educate the community about lead in drinking water. Meets annually.

Contact: Public Works Director, 269-966-3490

Experience: Interest/knowledge about lead in drinking water and its effects Live in city limits

Youth Advisory Board – Appointing authority: Mayor, with Commission approval.

Established by Resolution 117 dated April 1, 2003 to involve area youth in local government policy development and administrative procedures that will improve the leadership development of the community's youth. Meets monthly.

Contact: City Manager's Office, 269-966-3311

Experience: Live in city limits Age 14-20

Zoning Board of Appeals – Appointing authority: Mayor, with Commission approval.

Considers requests for variances to the requirement of the planning and zoning code. Typical variance requests include yard setback reductions and the size of commercial signage. Meets monthly.

Contact: Planning Division, 269-966-3320

Experience: Land use planning Real estate/development/law Building construction/engineering

Live in city limits

Patricia S Worden

From: noreply@civicplus.com
Sent: Wednesday, June 5, 2024 7:17 AM
To: Rebecca D. Forbes; Patricia S Worden
Subject: Online Form Submittal: Current City of Battle Creek Boards, Committees, Commissions, and Councils Application

Email sent from outside of the City of Battle Creek. Use caution before clicking links/attachments.

Current City of Battle Creek Boards, Committees, Commissions, and Councils Application

City of Battle Creek Boards, Committees, Commissions, & Councils Application

Please select the **top 3** boards, committees, commissions, or councils on which you would like to serve. This application will remain active for one year from the date we receive it and will be posted on the City's website. Thank you for applying!

Name	Skyler D Huber
Are you 18 years or older?	Yes
Home address	105 Springview dr
City	Battle Creek
State	MI
Zip code	49037
Email address	huberskyler02@gmail.com
Home phone	Field not completed.
Work phone	Field not completed.
Cell phone	2699296332
Current occupation (students should list school activities)	Emergency Dispatcher
Employer and work address (students should list school)	Constellis(GOV Contractor), - 74 N Washington
Educational background/degrees (students should list current year in school)	Occupational Technical Studies associates KVCC

List any appointed positions or boards/committees/commissions/councils on which you have served, and year(s) of service

Kalamazoo County Substance Abuse Youth Task Force (2017 to 2020)
City of Portage Youth Advisory Committee (2018 to 2020)
Comstock High School Key club (media manager), Comstock High School student government (2017), Comstock Student Lighthouse Leadership team (2016 to 2019).

List any organizations to which you belong (professional, technical, community, nonprofit; students should list school organizations)

Sunrise Kiwanis Club for Battle Creek (Board member, October 2024 to Term end or reelection (2026)).

Briefly explain your interest, experience, and/or qualifications for the boards for which you are applying

I want to get involved in our city and become a part of the community. I want to make a difference and make Battle Creek feel like home.

Attach additional information

Field not completed.

Please tell us how you found out about our boards, etc. and/or vacancies

Browsing the website. I really want to get more involved with our city.

Electronic Signature Agreement

I agree.

By signing this form, you acknowledge that any or all information on this form may be verified, and consent to the release of this information for publicity purposes.

Electronic Signature

Skyler D. Huber

Date

06/05/2024

Accessibility

The City of Battle Creek is committed to making our volunteer opportunities accessible to everyone. If you require a reasonable accommodation to fully participate on a board/committee/commission/council, please note your accommodation request(s) here:

Accommodation request(s):

Field not completed.

Boards, Committees, Commissions, & Councils Interest

Please rank your first, second, and third choices for boards, committees, commissions, and councils on which you would like to serve. Please check the boxes to indicate your experience and/or credentials for each of your three choices. Thank you!

Airport Advisory Board

Makes policy recommendations to support continued airport development and community economic growth; acts as advocate for current and potential economic value of the airport.

Rank *Field not completed.*

Experience *Field not completed.*

BC Area International Relations Committee

To foster cultural promotion of the city, and provide a positive environment toward foreign industrialists and their families

Rank *Field not completed.*

Experience *Field not completed.*

BC Downtown Development Authority

Provides for a variety of funding options, including tax increment financing mechanism, which can be used to fund public improvements in the downtown district.

Rank *Field not completed.*

Experience *Field not completed.*

BC Housing Commission

Manages all public housing facilities and rental voucher (Section 8) programs in the city. Public housing facilities include scattered site rental housing, home purchase programs and senior residential developments.

Rank *Field not completed.*

Experience *Field not completed.*

BC TIFA/Brownfield Redevelopment Authority

BC Tax Increment Finance Authority. Works to halt a decline of property values, increase property tax valuation, eliminate causes of decline in value, and promote growth in the Fort Custer Industrial Park.

Rank *Field not completed.*

Experience *Field not completed.*

BC Transit Local Advisory Council

Advises the City in areas relating to planning, delivery, and operation of public transportation in the community and to provide recommendations and input regarding accessibility including the annual approval of Battle Creek Transit's Vehicle Accessibility Plan.

Rank *Field not completed.*

Experience *Field not completed.*

BC Transit Local Coordinating Committee

Determines annually how the Specialized Services funds will be allocated among the various sub-recipients, related to transportation services for the elderly and those with disabilities.

Rank *Field not completed.*

Experience *Field not completed.*

Board of Appeals (Housing)

Hears and decides on appeals concerning application or interpretation of the provisions and standards of the Building Code, the International Property Maintenance Code and Chapter 842 of these Codified Ordinances, and to hear appeals of decisions of the Dangerous Buildings Hearing Officer.

Rank *Field not completed.*

Experience *Field not completed.*

Board of Review (Assessing)

Members serve for five years, and must be city electors and property owners. Members may correct/amend assessment rolls, and increase or decrease taxable property assessment or valuation.

Rank *Field not completed.*

Experience *Field not completed.*

Civil Service Commission

Establishes rules applicable to all regular and full-time Fire Department personnel, excluding civilian employees. Members must reside in the city limits for one year, reside within the county for three years, and hold no other government office. There may be no more than two members of the same political party.

Rank *Field not completed.*

Experience *Field not completed.*

Construction Board of Appeals

To hear appeals on building permit denials, and from any other decision pursuant or related to the Act or the State Construction Code. There are five members and one alternate. Members serve two-year terms. A member of the board shall be qualified by experience or training to perform the duties of the board. The board meets as needed.

Rank *Field not completed.*

Experience *Field not completed.*

Dangerous Buildings Hearing Officer

Identifies structures in the city considered to be a public nuisance; serves written notice of a hearing to the owner or party of interest at the address shown on the tax records; and shows cause why the structure(s) should not be ordered demolished, otherwise made safe, or properly maintained. Must have expertise in housing matters, including, but not limited to: engineer, architect, building contractor, building inspector, or member of a community housing organization.

Rank *Field not completed.*

Experience *Field not completed.*

Development Area Citizens Council

An advisory body to a development authority and, ultimately, the City Commission, related to updates to the authority's development plan.

Rank *Field not completed.*

Experience *Field not completed.*

Dickman Road Business Improvement District

Promotes economic activity in the BID along Dickman Road, and provides or contracts for the administration, security, and operation of the district, to include physical improvements and joint marketing.

Rank *Field not completed.*

Experience *Field not completed.*

Downtown Parking System Advisory Committee

Advises city staff and the city's parking administrator on issues related to the city-owned and operated parking system.

Rank *Field not completed.*

Experience *Field not completed.*

Economic Development Corporation

Alleviates unemployment conditions, assists in industry retention and promotes the general welfare of Battle Creek.

Rank *Field not completed.*

Experience *Field not completed.*

Goguac Lake Board

Formed to protect the public health, safety and welfare, and conserve the natural resources and preserve property values around Goguac Lake.

Rank *Field not completed.*

Experience *Field not completed.*

Historic District Commission

Reviews plans for exterior modifications or demolition of buildings within the federal, state, or local historic districts.

Rank *Field not completed.*

Experience *Field not completed.*

Human Relations Board

To increase constructive communication among all people regardless of actual or perceived race, ethnicity, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity, or socioeconomic status. To increase constructive communication between community members, public officials, and community organizations, thereby promoting harmonious and productive relationships within the community, and equitable access to community resources for all. Board shall be representative of management and labor, various religions, various races, and others who have an interest in human relations.

Rank 1

Experience Live in the metropolitan area

Income Tax Board of Appeals

Attempts to settle city income tax disputes.

Rank *Field not completed.*

Experience *Field not completed.*

Lakeview Downtown Development Authority

The definition of a development area; the origination of a development plan; and the implementation of a development program

Rank 3

Experience Live in BC city limits

License Review Board

Provides an opportunity to appeal when an application to operate as a vendor within the city limits is denied or a current Vendor's License becomes subject to suspension or revocation.

Rank *Field not completed.*

Experience *Field not completed.*

Local Development Financing Authority

To govern the affairs of the I-94 Business Park and Certified Technology Park (SmartZone) established by the City of Battle Creek, pursuant to an Agreement (The Battle Creek Aviation and E-Learning SmartZone Agreement) with the Michigan Economic Development Corporation.

Rank *Field not completed.*

Experience *Field not completed.*

Local Officers' Compensation Commission

Determine salaries of elected officials. Shall meet for at least one, and not more than 15, session days in each odd-numbered year. "Session day" is a calendar day on which the commission meets and for which a quorum is present.

Rank *Field not completed.*

Experience *Field not completed.*

Planning Commission

Adopts plans for the city. Also considers requests for zoning classifications and special use permits, and makes recommendations to the City Commission on amendments to the planning and zoning code.

Rank *Field not completed.*

Experience *Field not completed.*

Police/Fire Retirement System Board

Make rules and regulations necessary to properly conduct the business of the police and fire pension system, as directed by law.

Rank *Field not completed.*

Experience *Field not completed.*

Sustainable BC Committee

Increase the city's efforts to incorporate environmentally-responsible policies in the management of its facilities and services, including initiatives outlined in the Climate Protection Act Policy, adopted in August 2006, and the 15 percent by '15 renewable energy policy goal, adopted in March 2007. Will review and recommend environmental/conservation policy for the city, including recommendations for action to the City Commission.

Rank 2

Experience Live in BC city limits

Technical Review Committee

Provides review, input, and recommendations to the city and the City Commission regarding various aspects of the wastewater treatment system and rates.

Rank *Field not completed.*

Experience *Field not completed.*

Tree Advisory Council

Helps develop the annual Tree Work Plan, and issue rules and regulations supplementary to the city's tree ordinance. Establishment meets a Tree City USA criterion.

Rank *Field not completed.*

Experience *Field not completed.*

Water System Advisory Council

Advises and assists with creation of materials and plans to educate the community about the dangers of lead in drinking water, assist with development of public awareness campaign materials, advise and consult on the development of appropriate plans for remediation and public education to be implemented if a lead action level is exceeded, advise and consult on efforts to replace private lead service lines, assist in promoting transparency of data and documents related to lead in drinking water, and collaborate with local community groups to ensure those living in the city have the opportunity to be involved in efforts to educate the community about lead in drinking water.

Rank *Field not completed.*

Experience *Field not completed.*

Youth Advisory Board

To involve area youth in local government policy development and administrative procedures that will improve the leadership development of the community's youth.

Rank *Field not completed.*

Experience *Field not completed.*

Zoning Board of Appeals

Considers requests for variances to the requirement of the planning and zoning code. Typical variance requests include yard setback reductions and the size of commercial signage.

Rank *Field not completed.*

Experience *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)



Resolution NO. 469

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That Terry Youmans is reappointed to the Battle Creek Transit Local Coordinating Committee with a term expiring on September 1, 2026.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

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

BUDGETARY CONSIDERATIONS

There is no budgetary consideration related to this Resolution.

HISTORY, BACKGROUND and DISCUSSION

Public Act 51, of 1951, as amended, requires there to be a local coordination of transportation services to the elderly and disabled. Because of this requirement, the Michigan Department of Transportation has directed that each transit agency have a "Local Coordinating Committee" whose legal function is to determine how the Specialized Services funds from the State and Federal governments will be allocated among the various sub-recipients. These funds are administered by the Battle Creek Transit and are distributed to sub-recipients based on invoices submitted to Battle Creek Transit on a quarterly basis.

DISCUSSION OF THE ISSUE

POSITIONS

The Review Committee supports this reappointment.

ATTACHMENTS:

File Name	Description
📄 Youmans__Terry_-_2024.pdf	Terry Youmans Application



Boards, Committees, Commissions, & Councils Application

City of Battle Creek

10 N. Division St.
Battle Creek, MI 49014
269-966-3311

Please check the top three boards, committees, commissions, or councils on which you are interested in serving.

(This application will remain active for one year from the date of receipt and will be posted on the City website.)

<input type="checkbox"/> Airport Advisory Board	<input type="checkbox"/> Historic District Commission
<input type="checkbox"/> Battle Creek Area International Relations Committee	<input type="checkbox"/> Human Relations Board
<input type="checkbox"/> Battle Creek Downtown Development Authority	<input type="checkbox"/> Income Tax Board of Review
<input type="checkbox"/> Battle Creek Housing Commission	<input type="checkbox"/> Lakeview Downtown Development Authority
<input type="checkbox"/> Battle Creek TIFA/Brownfield Development Authority	<input type="checkbox"/> License Review Board
<input type="checkbox"/> Battle Creek Transit Local Advisory Council	<input type="checkbox"/> Local Development Financing Authority
<input checked="" type="checkbox"/> Battle Creek Transit Local Coordinating Committee	<input type="checkbox"/> Local Officers' Compensation Commission
<input type="checkbox"/> Board of Appeals (Housing)	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Board of Review (Assessing)	<input type="checkbox"/> Police/Fire Retirement System Board
<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Sustainable BC Committee
<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Technical Review Committee
<input type="checkbox"/> Dangerous Buildings Hearing Officer	<input type="checkbox"/> Tree Advisory Council
<input type="checkbox"/> Development Area Citizens Council	<input type="checkbox"/> Water System Advisory Council
<input type="checkbox"/> Dickman Road Business Improvement District	<input type="checkbox"/> Youth Advisory Board
<input type="checkbox"/> Downtown Parking System Advisory Committee	<input type="checkbox"/> Zoning Board of Appeals
<input type="checkbox"/> Economic Development Corporation	
<input type="checkbox"/> Goguac Lake Board	

Please tell us how you found out about our boards, etc. and/or vacancies _____

Name Youmans Terry L

Home Address 21105 Pine Lake Road Battle Creek M.I. _____ Email terry@caascm>orge

Telephone Home 269 275 6154 Work 269 441 1332 Cell _____

Are you at least 18 years of age? Yes X No _____

Current occupation (students, list school activities) Transport Manager

Employer/work address (students, list school) Community Action of South Central Michigan

Educational background/degrees (students, list year in school) some college courses

List any appointive positions or boards/committees/commissions/councils on which you have served and year(s) of service
Vice Chairman Local Coordinating Committee last two years, American Legion Riders Director for 2 years, Chairman of the Board of Directors for the Pennfield Rocket Football League 10 plus years

List any organizations to which you belong (professional, technical, community, nonprofit; students, list school organizations) American Legion PC
American Legion Post #298

Briefly indicate your interest, experience, and/or qualifications for the board, etc. for which you are applying. Please be specific (use back of form if needed.) previous member I am renewing my application to stay on the board

I understand that any or all information on this form may be verified. I consent to the release of this information for publicity purposes.

Signature Terry J Youmans Date 6/5/2024

Return application to: City Manager's Office, 10 N. Division St.,
Room 206, Battle Creek, MI 49014



Resolution NO. 470

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That this Resolution sets forth the LDFA fiscal year 2023-2024 amended budget per the attached worksheet.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Amanda Woodin, Assistant Revenue Services Director

Department: Finance

SUMMARY

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

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

At their board meeting on June 3, 2024, the Battle Creek Local Development Finance Authority (LDFA) reviewed and approved the fiscal year 2023-2024 amended budget as presented on the attached worksheet.

ATTACHMENTS:

File Name

Description

LDFA_Summary_FY_24_Amend.pdf

LDFA FY24 Amend

Local Development Finance Authority (LDFA)

Proposed Amended Budget FY 24

**2024 Proposed
Amended Amount**

Fund: 250 Local Development Finance Auth

Revenue

250.64.1254 - Local Development Finance Auth, SmartZone, Smartzone Finance Auth Rev	\$379,843.00
---	--------------

Revenue Totals	\$379,843.00
-----------------------	--------------

Expenditures

250.64.2541 - Local Development Finance Auth, SmartZone, Smartzone Area 1	\$102,550.00
---	--------------

250.64.2542 - Local Development Finance Auth, SmartZone, Watkins Road Improvements	\$192,000.00
--	--------------

Expenditure Totals	\$294,550.00
---------------------------	--------------

Fund Total: Local Development Finance Auth	\$85,293.00
---	-------------

06/30/23 Working Capital	\$286,779.00
---------------------------------	--------------

06/30/24 Projected Working Capital	\$372,072.00
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Resolution NO. 471

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That this Resolution sets forth the LDFA fiscal year 2024-2025 budget per the attached worksheet.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Amanda Woodin, Assistant Revenue Services Director

Department: Finance

SUMMARY

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

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

At their board meeting on June 3, 2024, the Battle Creek Local Development Finance Authority (LDFA) reviewed and approved the fiscal year 2024-2025 budget as presented on the attached worksheet.

ATTACHMENTS:

File Name

Description

Local Development Finance Authority (LDFA)

Proposed Budget FY 25

	2025 Proposed Budget
<hr/>	
Fund: 250 Local Development Finance Auth	
Revenue	
250.64.1254 - Local Development Finance Auth,SmartZone,Smartzone Finance Auth Rev	\$470,302.00
Revenue Totals	<u>\$470,302.00</u>
Expenditures	
250.64.2541 - Local Development Finance Auth,SmartZone,Smartzone Area 1	\$103,000.00
250.64.2542 - Local Development Finance Auth,SmartZone,Watkins Road Improvements	\$387,500.00
Expenditure Totals	<u>\$490,500.00</u>
Fund Total: Local Development Finance Auth	(\$20,198.00)
06/30/23 Projected Working Capital	<u>\$372,072.00</u>
06/30/24 Projected Working Capital	<u>\$351,874.00</u>



Resolution NO. 472

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That the urban transportation planning regulations, implementing sections of the Infrastructure Investment and Jobs Act (IIJA)/Bipartisan Infrastructure Law (BIL) federal legislation, require that each urbanized area, as a condition of receipt of Federal capital or operating assistance, have a continuing, cooperative, and comprehensive urban transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area.

In the Battle Creek urbanized area, the continuing, cooperative, and comprehensive transportation planning process is being conducted by the Battle Creek Area Transportation Study (BCATS) Policy Committee, a forum for cooperative transportation decision-making by principal elected officials of local government, developed under federal guidelines for purposes of urban transportation planning conduct.

The Battle Creek Area Transportation Study annually develops a Unified Work Program identifying activities and costs necessary for the conduct of the urban transportation planning process.

Transportation planning funds, indirectly available from the U.S. Department of Transportation, are utilized to carry out the activities defined in the Unified Work Program.

These funds, available under the federal legislation as a Consolidated Planning Grant from the Federal Highway Administration (which includes funds flexed from the Federal Transit Administration to FHWA) require a local match of 18.15%.

The Policy Committee of the Battle Creek Area Transportation Study has recommended that the local match required to assure the timely conduct of the Study be determined and provided for in the following manner:

1. The reimbursement schedule to be used for participating agencies (those doing BCATS work will be paid 100% of their total charge). BCATS staff office costs will be reimbursed 100%.
2. The formula for computing the local funds will be based solely on population for the BCATS staff office portion of the local share requirement. The local agencies will contribute the local share for their own activities within the BCATS program as noted on the attached table (see 3. below).
3. Distribution for local match funding is shown on the attached table, which is the same as Schedule D in the FY 2025 Unified Work Program.

It has been determined that the total local share requirements for the operation of the Battle Creek Area Transportation Study's work program for 2024 will be \$59,751;

The City of Battle Creek agrees to participate in the funding of the local share costs of the Battle Creek Area

Transportation Study's work program for fiscal year 2025 (October 1, 2024 - September 30, 2025) by providing 55.98% of the local match required for BCATS' staff costs, plus \$2,722.50 for costs specific to the City of Battle Creek's participation in the BCATS program.

The total local contribution for the City of Battle Creek for FY 2025 will be \$33,123.

The City of Battle Creek agrees to submit to the Battle Creek Area Transportation Study office (601 Avenue A, Springfield, MI 49037 RE: Fund No. 230.29.2321) payment of local match share no later than January 1, 2025; or the City of Battle Creek shall have the option of making the payment in two (2) equal installments by January 1, 2025 and April 1, 2025, respectively, if so arranged in advance.

The City of Battle Creek agrees this Resolution becomes effective at such time as all other local Study participants providing financial support pass resolutions of financial commitment in the proportion and manner described in this Resolution.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Aaron B. Kuhn, Revenue Services Director

Department: Finance

SUMMARY

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

BUDGETARY CONSIDERATIONS

The City of Battle Creek's total local contribution for the City of Battle Creek for FY 2025 will be \$33,123 and is budgeted in business unit 5500 in the General Fund.

HISTORY, BACKGROUND and DISCUSSION

The Battle Creek Area Transportation Study was organized in May 1974 in response to the adoption of a comprehensive plan for Calhoun County and the designation of the Battle Creek area as an urbanized area by the Bureau of the Census. This designation made it possible for local units of government in the Battle Creek Area to receive Federal transportation funds if a transportation planning effort was organized in accordance with Federal regulations.

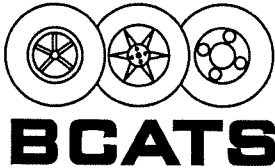
Local funding for BCATS comes from the City of Battle Creek, Calhoun County Road Commission, and City of Springfield and is used to support the BCATS staff office by matching available Federal Transportation planning funds. BCATS' work program also provides funds back to the City to conduct traffic counts and other studies.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
📎 FY_2025_Local_Share_Resolution_Cover_Ltr_and_Draft_Resolution_CoBC_BCATS.pdf	FY 2025 Local Share Resolution Cover Ltr and Draft Resolution CoBC



BATTLE CREEK AREA TRANSPORTATION STUDY

601 Avenue A □ Springfield, MI 49037 □ 269-963-1158 □ bcats@bcatsmpo.org

May 30, 2024

Ms. Rebecca Fleury, ICMA-CM, City Manager
City of Battle Creek
P.O. Box 1717
Battle Creek, MI 49016

Dear Ms. Fleury:

RE: BCATS FY 2025 Local Funding Resolution

Enclosed is a resolution for local funding of the Battle Creek Area Transportation Study (BCATS) for FY 2025 (October 1, 2024-September 30, 2025). This distribution of local share costs was recommended by the BCATS Policy Committee at its May 22, 2024 meeting and is provided for action by the Battle Creek City Commission. The 2025 local share total for the City of Battle Creek is \$33,123.

Local funding is used to support the BCATS work program by matching available Federal transportation planning funds. BCATS' work program also provides funds back to the City of Battle Creek to conduct traffic counts and other activities. The FY 2025 Unified Work Program (UWP) will make up to \$15,000 in federal and local funds available to the City for its participation in traffic count collection and up to \$3,942 in 100% state funds available for asset management activities. The existence of BCATS makes it possible for local units of government to receive capital, operating, and planning funds from the U.S. Department of Transportation for both roadway and transit projects in many funding categories.

The requested local funds are consistent with a budget approved by the BCATS Policy Committee on May 22, 2024 for the 2025 fiscal year in the new FY 2025 Unified Work Program (UWP). The necessary local funding for the BCATS staff office is divided among the local financially participating units of government on the basis of population, based on the BCATS Policy Committee bylaws. The local share percent participation is determined by the decennial (2020) U.S. Census figures. The funds made available for traffic count collection also require a local match and that amount is added to the population-based contribution that is determined on only the staff office costs. BCATS is required to submit the FY 2025 UWP to MDOT by June 1, 2024. The funding table included with this letter and resolution details the local share funding distribution for FY 2025.

Please arrange for scheduling of this resolution for action by the City Commission as soon as possible. If you need any further information or have any questions about this request, please feel free to contact me. BCATS appreciates the City's continuing support of the BCATS program.

Sincerely,

Jeff Franklin
Executive Director

cc: Aaron Kuhn, Revenue Services Director, City of Battle Creek

2025 BCATS LOCAL FUNDING RESOLUTION

WHEREAS, the urban transportation planning regulations, implementing sections of the Infrastructure Investment and Jobs Act (IIJA)/Bipartisan Infrastructure Law (BIL) federal legislation, require that each urbanized area, as a condition of receipt of Federal capital or operating assistance, have a continuing, cooperative, and comprehensive urban transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, in the Battle Creek urbanized area, the continuing, cooperative, and comprehensive transportation planning process is being conducted by the Battle Creek Area Transportation Study (BCATS) Policy Committee, a forum for cooperative transportation decision-making by principal elected officials of local government, developed under federal guidelines for purposes of urban transportation planning conduct; and

WHEREAS, the Battle Creek Area Transportation Study annually develops a Unified Work Program identifying activities and costs necessary for the conduct of the urban transportation planning process; and

WHEREAS, transportation planning funds, indirectly available from the U.S. Department of Transportation, are utilized to carry out the activities defined in the Unified Work Program; and

WHEREAS, these funds, available under the federal legislation as a Consolidated Planning Grant from the Federal Highway Administration (which includes funds flexed from the Federal Transit Administration to FHWA) require a local match of 18.15%, and

WHEREAS, the Policy Committee of the Battle Creek Area Transportation Study has recommended that the local match required to assure the timely conduct of the Study be determined and provided for in the following manner:

1. The reimbursement schedule to be used for participating agencies (those doing BCATS work will be paid 100% of their total charge). BCATS staff office costs will be reimbursed 100%.
2. The formula for computing the local funds will be based solely on population for the BCATS staff office portion of the local share requirement. The local agencies will contribute the local share for their own activities within the BCATS program as noted on the attached table (see 3. below).
3. Distribution for local match funding is shown on the attached table, which is the same as Schedule D in the FY 2025 Unified Work Program.

WHEREAS, it has been determined that the total local share requirements for the operation of the Battle Creek Area Transportation Study's work program for

2024 will be \$59,751;

NOW, THEREFORE BE IT RESOLVED,

the City of Battle Creek agrees to participate in the funding of the local share costs of the Battle Creek Area Transportation Study's work program for fiscal year 2025 (October 1, 2024 - September 30, 2025) by providing 55.98% of the local match required for BCATS' staff costs, plus \$2,722.50 for costs specific to the City of Battle Creek's participation in the BCATS program;

BE IT FURTHER RESOLVED,

the total local contribution for the City of Battle Creek for FY 2025 will be \$33,123;

BE IT FURTHER RESOLVED,

the City of Battle Creek agrees to submit to the Battle Creek Area Transportation Study office (601 Avenue A, Springfield, MI 49037 RE: Fund No. 230.29.2321) payment of local match share no later than January 1, 2025; or the City of Battle Creek shall have the option of making the payment in two (2) equal installments by January 1, 2025 and April 1, 2025, respectively, if so arranged in advance;

BE IT FURTHER RESOLVED,

the City of Battle Creek agrees this resolution becomes effective at such time as all other local Study participants providing financial support pass resolutions of financial commitment in the proportion and manner described in this resolution.

APPROVED:

Date

**SCHEDULE D
BATTLE CREEK AREA TRANSPORTATION STUDY**

**LOCAL SHARE FUNDING TABLE
FY 2025**

UNIT	Federally Required Cash Contribution	Total Cash Contribution
City of Battle Creek (55.98%* of \$54,306 for cash, plus \$2,722.50 for CBC Public Works activity)	30,400.50 2,722.50	33,123.00
Calhoun County/Calhoun County Road Department (38.40%* of \$54,306 for cash, plus \$2,722.50 for CCRD specific activity)	20,853.50 2,722.50	23,576.00
City of Springfield (5.62%* of \$54,306 for cash)	3,052.00	3,052.00
TOTAL	59,751	59,751

NOTES:

- *Shares based on U.S. Census 2020 population figures



Resolution NO. 473

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That the City Manager or her designee is authorized to pay invoice #50578.B dated June 3, 2024, in the amount of \$51,700.00 to Keystone Conveyor Corporation for emergency wastewater sludge cake loading conveyor parts, which will be paid from account 590.24.5640.727.350.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Nils Vos, Senior Buyer

Department: Purchasing

SUMMARY

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

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

An emergency purchase order for \$51,700.00 was issued to Keystone Conveyor Corporation on April 19, 2024, for emergency wastewater sludge cake loading conveyor parts. The parts were delivered on June 3, 2024, and accepted by the City. Based on the recommendation of the Wastewater Treatment Plant Superintendent (attached memo), payment to Keystone Conveyor Corporation is recommended.

The City's Administrative Code allows exceptions for purchases outside of the competitive sealed bidding

process for in case of emergency repairs or replacements and when such procedures are deemed unnecessary and burdensome and not in the best interests of the City by the City Manager. This is such a case; however, City Commission approval is required on purchases that exceed \$50,000.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
☐ Invoice_50578-B_PO_2024-00000475.pdf	Invoice #50578.B
☐ Screw_Conyer_Repairs.docx	Rodney Clifton Memo

KEYSTONE

CONVEYOR CORPORATION

INVOICE

DATE	INVOICE #
6/3/2024	50578.B

BILL TO
CITY OF BATTLE CREEK DPW WWTP 2000 RIVER ROAD W BATTLE CREEK, MI 49037

SHIP TO
CITY OF BATTLE CREEK DPW WWTP 2000 RIVER ROAD W BATTLE CREEK, MI 49037

CUST. P.O. NO.	TERMS	SHIP DATE	SHIP VIA	FOB	JOB NO.
2024-00000475	Net 30	5/31/2024	COMMON	PREPAID	50578

QTY	DESCRIPTION	UNIT	RATE	AMOUNT
1	1/2" THICK X 31.375 WIDE TROUGH LINERS X LENGTHS INDICATED PER BREAKDOWN. VIRGIN UHMWP	LOT	6,150.00	6,150.00
16	17 1/2" DIA. X 18" PITCH, 1" X 3 1/2" FB RH OUTER SPIRAL WITH 1" X 2" INNER, TO BE CONSTRUCTED OF 220 BHN, 8620 ALLOY STEEL. APPROX 7' SECTIONS. 2 SECTIONS INCLUDED DRIVE CONNECTIONS	EA	2,630.00	42,080.00
1	ADD FOR EPOXY PAINTED SPIRAL SECTIONS	LOT	2,470.00	2,470.00
1	SHIPPING AND HANDLING	LOT	1,000.00	1,000.00

PLEASE REMIT TO BELOW ADDRESS.	Total \$51,700.00
--------------------------------	-------------------------------

Specialists in Conveyor Systems



CITY OF BATTLE CREEK

DEPARTMENT OF PUBLIC WORKS – WASTEWATER DIVISION

MEMORANDUM

To: Nils Vos, Senior Buyer

Cc: Steve Skalski, Public Works Director

Cc: Kurt Tribbett, Engineering Administrator

Cc: Perry Hart, Utilities Administrator

Cc: Chris Pratt, Maintenance Group Supervisor

From: Rodney Clifton, Wastewater Superintendent

Date: June 7, 2024

Subject: Repairs to Cake Loading Screw Conveyors

The screw conveyors and liners located in the sludge cake loading building need to be replaced. These screw conveyors are utilized from December to April each year to load sludge cake into either 20 yard roll off dumpsters or 40 yard gravel trains. The screws themselves have several stress cracks throughout the length of them and the diameter of the screws has worn by 1.5 inches. The liners have also worn to a point where they are no longer performing their intended function.

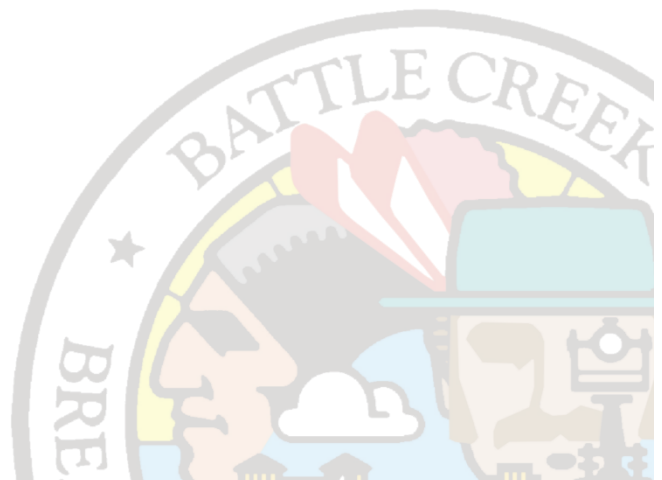
Keystone Conveyor Corporation, the original manufacturer of our screw conveyors and liner is the best source for the replacement parts. These parts are critical for winter residuals handling, and due to a 6-8 week lead time, we requested an emergency purchase order be issued in April, 2024 to ensure they would be installed and operational in time.

I am asking the commission to approve payment in the amount of \$51,700 to Keystone Conveyor Corporation to manufacture the screws and liners so that our maintenance group will be able to install them in time for the winter cake loading season. The General Ledger that will be used to pay for these parts will be 590.24.5640.727.350.

Please reach out with any questions or concerns.

Thank you,

Rodney W. Clifton
Wastewater Superintendent





Resolution NO. 474

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That the City's Aviation Director and Michigan Department of Transportation (MDOT) have identified a need to repair failing pavement and restore faded markings on runways and taxiways. (MDOT) has offered the City the use of one-time funding in the total amount of \$78,190 to be paid from Federal one-time Fiscal Recovery Funds to undertake this work.

MDOT will contract directly with the contractor to pay up to \$38,190 for crack seal, and \$40,000 for pavement marking, which is anticipated to fully cover the costs of the work with no payment from the City.

Therefore, the City Manager is authorized to enter into attached Contract No. CS&PMFRF2024, or one substantially similar with terms approved by the City Attorney, with the MDOT for Crack Seal and Paint Marking at the Battle Creek Executive Airport at Kellogg Field.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Jill Humphreys Steele, City Attorney

Department: City Attorney

SUMMARY

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

BUDGETARY CONSIDERATIONS

There are none because MDOT will contract directly with the contractor to pay up to \$78,190 for the

pavement repairs and markings, which is anticipated to fully cover the work.

HISTORY, BACKGROUND and DISCUSSION

The MDOT, Office of Aeronautics (MDOT-Aero) and the City will be completing a Crack Seal and Pavement Marking project using federal one-time Fiscal Recovery Funds at Battle Creek Executive Airport. The City will use this one-time grant to repair failing pavement and restore faded markings on runways and taxiways. This grant along with annual maintenance performed by airport staff will help improve safety and efficiency at the Battle Creek Executive Airport.

The City's Battle Creek Executive Airport is one of thirty-two (32) municipalities in Michigan who will receive MDOT-Aero grant funds for this Chip Seal and Pavement Marking program.

DISCUSSION OF THE ISSUE

POSITIONS

The Aviation Director supports approval of this Resolution.

ATTACHMENTS:

File Name	Description
□ Updated_FRF_Crack_Seal___Paint_Marking_Contract_6.18.24.pdf	MDOT Aero Crack Seal Pavement Marking Contract 6.18.24

Michigan Department of Transportation - Office of Aeronautics
Fiscal Recovery Funds
Crack Seal and Paint Marking Contract

The Michigan Department of Transportation, Office of Aeronautics (MDOT-Aero) and the airport (Sponsor) will be completing a Crack Seal and/or Paint Marking project utilizing the Federal one-time Fiscal Recovery Funds.

MDOT-Aero is authorized to coordinate with a contractor to perform Crack Seal and/or Paint Marking work by the Sponsor.

MDOT-Aero and the contractor are authorized by the Sponsor to have access to the airfield to perform the work.

MDOT-Aero or the contractor will contact the Sponsor a minimum of 48 hours in advance of performing the work. The Sponsor will issue a Notice to Airman (NOTAM) regarding the work activity at the airport.

Payment of all project work and/or costs will be made by MDOT-Aero to the Contractor directly and will be paid up to the attached dollar amount. Project work and/or costs exceeding the total amount shown for your airport in the attached document will not be coordinated or paid for by MDOT-Aero.

Airport Name: _____

Signature: _____

Date: _____

Dollar amount by airport

Airport	Cost for Crack Seal	Cost for Paint Marking	Total Dollar Amount
Bad Axe	\$ 7,579.00	\$ 27,802.91	\$ 35,381.91
Battle Creek	\$ 38,190.00	\$ 40,000.00	\$ 78,190.00
Bay City	\$ 30,210.00	\$ 27,741.80	\$ 57,951.80
Cadillac	\$ 5,830.00	\$ 31,392.50	\$ 37,222.50
Cheboygan	\$ 13,765.75	\$ 16,249.65	\$ 30,015.40
Clare	\$ -	\$ 40,000.00	\$ 40,000.00
Coldwater	\$ 39,900.00	\$ 29,765.50	\$ 69,665.50
Crystal Falls	\$ 23,417.52	\$ 3,600.00	\$ 27,017.52
Detroit City	\$ 9,844.75	\$ 40,000.00	\$ 49,844.75
East Tawas	\$ 4,817.70	\$ -	\$ 4,817.70
Gaylord Lake	\$ 2,253.56	\$ 1,575.00	\$ 3,828.56
Greenville	\$ 23,093.16	\$ 18,478.00	\$ 41,571.16
Grosse Ile	\$ 11,470.00	\$ 13,546.00	\$ 25,016.00
Harrison	\$ 19,952.60	\$ 28,588.80	\$ 48,541.40
Hart	\$ 19,769.00	\$ 10,254.00	\$ 30,023.00
Hillsdale	\$ 29,680.00	\$ -	\$ 29,680.00
Howell	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00
Lakeview	\$ 8,215.00	\$ 18,566.00	\$ 26,781.00
Lapeer	\$ 23,850.00	\$ 11,050.00	\$ 34,900.00
Ludington	\$ 13,250.00	\$ 20,910.00	\$ 34,160.00
Manistee	\$ 13,920.00	\$ 40,000.00	\$ 53,920.00
Manistique	\$ 14,650.00	\$ 21,321.60	\$ 35,971.60
Menominee	\$ -	\$ 40,000.00	\$ 40,000.00
Newberry	\$ 4,453.50	\$ 1,148.00	\$ 5,601.50
Owosso	\$ 7,950.00	\$ -	\$ 7,950.00
Rogers City	\$ 35,498.00	\$ 13,793.50	\$ 49,291.50
Saginaw	\$ 15,900.00	\$ 36,040.00	\$ 51,940.00
South Haven	\$ 40,000.00	\$ 39,517.00	\$ 79,517.00
Sparta	\$ 18,265.00	\$ 17,770.00	\$ 36,035.00
Sturgis	\$ 2,826.49	\$ 36,787.38	\$ 39,613.87
Three Rivers	\$ 23,624.50	\$ -	\$ 23,624.50
White Cloud	\$ 2,650.00	\$ 4,485.00	\$ 7,135.00



Resolution

NO. 475

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

The City of Battle Creek received title to 180 Maryland Drive at a time when state statute did not allow Housing Commissions to take title to property. As a result, the common practice was for the City to hold title and have the Housing Commission manage the property for the benefit of low-income housing purposes, which is the situation with this parcel of property.

The Battle Creek Housing Commission has found a qualified purchaser, Rokena Coy, for this property. The Battle Creek Housing Commission is requesting the City to transfer title to this individual for the specified parcel in fulfillment of the individual sales agreement.

The City Manager is authorized to execute the attached Quit Claim Deed to Rokena Coy for 180 Maryland Drive, legally described as:

Lot 127 (except the W 40 feet thereof) & Lot 128 of Assessor's Plat of Goodale Farm in the City of Battle Creek, Calhoun County, Michigan.

Parcel No.: 13-52-3500-00-140-0

in fulfillment of the terms of the sales agreement, as well as any other documents necessary to effectuate this conveyance.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Marcel Stoetzel, Deputy City Attorney

Department: City Attorney

SUMMARY

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

BUDGETARY CONSIDERATIONS

There are none.

HISTORY, BACKGROUND and DISCUSSION


The City of Battle Creek established the Battle Creek Housing Commission under the authority of 1933 PA 18, as amended. The City owns certain property that it has the Battle Creek Housing Commission manage, which includes finding purchasers who qualify to purchase property under various government programs. The 180 Maryland Drive property parcel is included among those programs.

The Battle Creek Housing Commission is requesting that the City execute a Quit Claim Deed to Rokena Coy for 180 Maryland Drive in order to complete the sale of this parcel located in the City of Battle Creek.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
 Deed_180_Maryland_Dr.pdf	Deed

QUIT CLAIM DEED

THE GRANTOR, CITY OF BATTLE CREEK, a Michigan municipal corporation, acting by and through the Battle Creek Housing Commission, whose address is City Hall, 10 N. Division Street, PO Box 1717, Battle Creek, MI 49016-1717, hereby:

QUIT CLAIMS

To Rokena Coy, whose address is 180 Maryland Drive, Battle Creek, Michigan, 49037, the premises situated in the City of Battle Creek, Calhoun County, Michigan, described as follows:

Lot 127 (except the W 40 feet thereof) & Lot 128 of Assessor's Plat of Goodale Farms in the City of Battle Creek, Calhoun County, Michigan

Subject to all easements, limitations and restrictions of record.

Parcel No.: 3500-00-140-0

TOGETHER with all the hereditaments and appurtenances thereto belonging to or appertaining for the sum of Six Thousand, Nine Hundred Seventy and 10/100 Dollars (\$6,970.10).

Dated: _____, 2024

CITY OF BATTLE CREEK

By: Rebecca L. Fleury
Its: City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Rebecca L. Fleury, City Manager for the City of Battle Creek, a Michigan municipal corporation, pursuant to Resolution _____ dated _____, 2024.

_____, Notary Public
Calhoun County, Michigan
My Commission Expires: _____
Acting in the County of Calhoun

This deed is exempt from Michigan Real Estate Transfer Tax under Public Act 134 of 1966, Sec. 5(h)(i), as amended, being MCL 207.505(h)(i), and Public Act 330 of 1993, Sec. (6)(h)(i), as amended, being MCL 207.526(h)(i).

Prepared by:

Thomas Ethan Becker (P53936)
Attorney at Law
4200 W. Michigan Ave., Suite 211
Kalamazoo, MI 49006
(269) 207-3532



Resolution NO. 476

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That the City of Battle Creek received title to 222 Hillsdale Street at a time when state statute did not allow Housing Commissions to take title to property. As a result, the common practice was for the City to hold title and have the Housing Commission manage the property for the benefit of low-income housing purposes, which is the situation with this parcel of property.

The Battle Creek Housing Commission has found qualified purchasers, Jasmine and Bernard Richardson-Johnson, for this property. The Battle Creek Housing Commission is requesting the City to transfer title to these individuals for the specified parcel in fulfillment of the individual sales agreement.

The City Manager is authorized to execute the attached Quit Claim Deed to Jasmine and Bernard Richardson-Johnson for 222 Hillsdale Street, legally described as:

Lot 138 of of Assessor's Plat of Goodale Farm in the City of Battle Creek, Calhoun County, Michigan.

Parcel No.: 13-52-3500-00-150-0

in fulfillment of the terms of the sales agreement, as well as any other documents necessary to effectuate this conveyance.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Marcel Stoetzel, Deputy City Attorney

Department: City Attorney

SUMMARY

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

BUDGETARY CONSIDERATIONS

There are none.

HISTORY, BACKGROUND and DISCUSSION

The City of Battle Creek established the Battle Creek Housing Commission under the authority of 1933 PA 18, as amended. The City owns certain property that it has the Battle Creek Housing Commission manage, which includes finding purchasers who qualify to purchase property under various government programs. The 222 Hillsdale Street property parcel is included among those programs.

The Battle Creek Housing Commission is requesting that the City execute a Quit Claim Deed to Jasmine and Bernard Richardson-Johnson for 222 Hillsdale Street in order to complete the sale of this parcel located in the City of Battle Creek.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
Deed_222_Hillsdale_St.pdf	Deed

QUIT CLAIM DEED

THE GRANTOR, CITY OF BATTLE CREEK, a Michigan municipal corporation, acting by and through the Battle Creek Housing Commission, whose address is City Hall, 10 N. Division Street, PO Box 1717, Battle Creek, MI 49016-1717, hereby:

QUIT CLAIMS

To Jasmine and Bernard Richardson-Johnson, whose address is 222 Hillsdale Street, Battle Creek, Michigan, 49037, the premises situated in the City of Battle Creek, Calhoun County, Michigan, described as follows:

**Lot 138 of Assessor's Plat of Goodale Farm in the City of Battle Creek,
Calhoun County, Michigan**

Subject to all easements, limitations and restrictions of record.

Parcel No.: 3500-00-150-0

TOGETHER with all the hereditaments and appurtenances thereto belonging to or appertaining for the sum of Five Thousand, Seven Hundred Thirty-One and 64/100 Dollars (\$5,731.64).

Dated: _____, 2024

CITY OF BATTLE CREEK

By: Rebecca L. Fleury
Its: City Manager



Resolution NO. 477

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to execute quit claim deeds to vacant, City-owned, tax-reverted properties in accordance with the following schedule:

Parcel Number: 5790-00-074-0

Legal Description: NICHOLS & SHEPARD AMENDED ADD LOT 63

Purchaser: Amalia Mejia

Sale Price: \$230.00

Parcel Number: 3660-00-001-0

Legal Description: ASSRS PLAT OF GROVE ST ADD LOT 1 & OUTLOT A

Purchaser: Denny Hutton

Sale Price: \$230.00

Parcel Number: 3660-00-002-0

Legal Description: ASSRS PLAT OF GROVE ST ADD LOT 2

Purchaser: Charles Pierson

Sale Price: \$230.00

Parcel Number: 1530-00-029-0

Legal Description: ASSRS REPLAT OF CALDWELLS AND NELY 27 FT OF LOT 28

Purchaser: Ryan Pultz

Sale Price: \$230.00

Battle Creek City Commission

6/18/2024

Action Summary

Staff Member: Melody Carlsen, Administrative Assistant - Planning

Department: Planning

SUMMARY

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

BUDGETARY CONSIDERATIONS

The sale of city-owned properties will put currently exempt parcels back on the property tax rolls. The sale typically only covers staff time in handling of the sale and deed recording fees.

HISTORY, BACKGROUND and DISCUSSION

The Community Services Department Planning Division is charged with managing the sale of vacant, city-owned, tax-reverted properties. This is accomplished both by periodic solicitation of interest through mailings to adjacent property owners, or unsolicited contacts, generally from the adjacent property owners. It is always preference to sell these parcels to the adjacent property owners.

By the way of Resolution No. 308, approved by the City Commission on August 8, 2000, the procedures for the sale of tax-reverted properties were provided to staff in the "Administrative Policy on the Acquisition, Disposition and Inventory of City of Battle Creek Owned Real Property." These procedures provided the sale price and terms of the sale for these properties. A residentially-zoned vacant lot is offered for \$200.00 plus the cost of recording the deed with the Calhoun County Register of Deeds (Currently \$30.00).

Prior to our presenting any proposed sale, as per Resolution 308; staff verifies that the purchaser has no outstanding code violations on any property that they own within the City of Battle Creek.

Vacant Parcel: 5790-00-074-0 was offered to the following two (2) adjacent property owners:

61 Shepard, David Lane, no response was received by the due date.

Parcel number 5790-00-056-0, The Calhoun County Land Bank, responded not interested in the parcel.

Vacant Parcel: 3660-00-001-0, was offered to the following adjacent property owner:

Parcel number 8630-16-004-0, Michael Bye, not eligible due to delinquent taxes.

Vacant Parcel: 3660-00-002-0 was offered to the following adjacent property owner:

Parcel number 8630-16-004-0, Michael Bye, not eligible due to delinquent taxes.

Vacant Parcel: 1530-00-029-0, was offered to the following adjacent property owner:

39 Whittier Ave, Benito and Maria Rosa, not eligible due to delinquent taxes.

DISCUSSION OF THE ISSUE

POSITIONS

The Community Services Department staff recommends approval of this Resolution.

ATTACHMENTS:

File Name	Description
📄 5790-00-074-0_Parcel_Map.pdf	5790-00-074-0 Parcel Map
📄 3360-00-001-0_Parcel_Map.pdf	3660-00-001-0 Parcel Map
📄 3660-00-002-0_Parcel_Map.pdf	3660-00-002-0 Parcel Map
📄 Parcel_1530-00-029-0_Map.pdf	1350-00-029-0 Parcel Map



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ArcGIS Web Map

Author: City of Battle Creek

Date: 5/22/2024

1 inch = 94 feet





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ArcGIS Web Map

Author: City of Battle Creek

Date: 5/17/2024
1 inch = 47 feet





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ArcGIS Web Map

Author: City of Battle Creek

Date: 5/28/2024

1 inch = 47 feet



City of Battle Creek GIS Department
 30 North D. Keon Street
 Battle Creek, Michigan 49814
 269.866.3855



Resolution NO. 478

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That the City's Department of Public Works has determined that there is a need for a sidewalk for public access, and that there is a need to relocate a fire hydrant that provides access to the City's water supply for fire fighting, upon a portion of Parcel No. 13-52-0615-40-000-0 adjacent to 28th Street.

PWS Holdings 23 Battle Creek LLC has agreed to enter into an Easement Agreement for the purpose of a sidewalk easement and a fire hydrant easement upon a portion of Parcel No. 13-52-0615-40-000-0 adjacent to 28th Street.

Therefore, the City Manager is authorized to enter into an Easement Agreement with PWS Holdings 23 Battle Creek LLC for the purpose of a sidewalk easement and a fire hydrant easement upon a portion of Parcel No. 13-52-0615-40-000-0 adjacent to 28th Street as described in the attached agreement, under the terms and conditions set out in the attached Easement Agreement, or with terms substantially similar as may meet with the approval of the City Attorney.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Marcel Stoetzel, Deputy City Attorney

Department: City Attorney

SUMMARY

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

BUDGETARY CONSIDERATIONS

There are none.

HISTORY, BACKGROUND and DISCUSSION

PWS Holdings 23 Battle Creek LLC is redeveloping Parcel No. 13-52-0615-40-000-0 located at the southeast corner of the West Columbia Avenue and 28th Street intersection. During review of the project site plan, the City's Department of Public Works determined that there is a need for a sidewalk for public access upon a portion of Parcel No. 13-52-0615-40-000-0 adjacent to 28th Street, and that there is a need to relocate a fire hydrant that provides access to the City's water supply for fire fighting.

DISCUSSION OF THE ISSUE

POSITIONS

The City Engineer recommends approval.

ATTACHMENTS:

File Name	Description
□ Easement_PWSHBC23_-_sidewalk___hydrant.pdf	Easement Agreement

EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that PWS HOLDINGS 23 BATTLE CREEK LLC, a North Dakota corporation hereinafter referred to as “**Grantor**,” whose address is 4609 33RD Avenue South, Suite 400, Fargo, North Dakota, and the CITY OF BATTLE CREEK, a Michigan municipal corporation, Calhoun County, Michigan, and its successors and assigns, hereinafter referred to as “**Grantee**,” whose address is 10 North Division Street, Battle Creek, MI 49014, hereby enter into the Easement upon the terms and conditions set forth herein.

WITNESSETH

For and in consideration of One Dollar (\$1.00), Grantor hereby grants to Grantee PERMANENT EASEMENTS under, across, upon and over the lands owned by Grantor, (the “Grantor’s Property”) for the purpose of a sidewalk and a fire hydrant adjacent to 28th Street. Grantor’s Property is located south of Columbia Avenue and east of 28th Street and is more fully described as follows:

Land situated in the City of Battle Creek, Calhoun County, Michigan:

PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWN 02 SOUTH, RANGE 08 WEST, CITY OF BATTLE CREEK, CALHOUN COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 15, SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST 2613.48 FEET TO A POINT LYING NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST 33.00 FEET FROM THE CENTER OF SAID SECTION 15; THENCE PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 15, SOUTH 00 DEGREES 36 MINUTES 51 SECONDS EAST 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST COLUMBIA AVENUE FOR THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST 142.30 FEET; THENCE PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 15, SOUTH 00 DEGREES 36 MINUTES 51 SECONDS EAST 217.50 FEET; THENCE PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION 15, SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST 24.72 FEET; THENCE PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 15, SOUTH 00 DEGREES 36 MINUTES 51 SECONDS EAST 202.62 FEET TO THE NORTH LINE OF WESTLAKE MANOR NO. 1; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST 117.58 FEET TO THE EAST RIGHT OF WAY LINE OF 28TH STREET; THENCE ALONG SAID EAST

RIGHT OF WAY LINE, NORTH 00 DEGREES 36 MINUTES 51 SECONDS WEST 420.12 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS APPARENT AND OF RECORD. SAID PARCEL CONTAINS 1.26± ACRES (54,771± SQ. FT.). (THAT PORTION OF LOTS 2 & 3 DESCRIBED ABOVE ASSESSED WITH 9320-23-202-0 IN 1983 THRU 2000) (SPLIT/COMBINED ON 10/05/2023 FROM 0065-00-600-0)

PIN 13-52-0615-40-000-0
Commonly known as 1795 Columbia Avenue

This easement is executed and delivered subject to the following terms:

1. Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, permanent easements for a sidewalk and a fire hydrant on Grantor's property along 28th Street.
2. Sidewalk Easement Area. The Sidewalk Easement Area, depicted in the survey attached as Exhibit A, is more fully described as follows:

PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWN 02 SOUTH, RANGE 08 WEST, CITY OF BATTLE CREEK, CALHOUN COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE ALONG THE CALCULATED EAST AND WEST QUARTERLINE, SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST 2646.48 FEET TO THE CALCULATED POSITION OF THE UNMONUMENTED CENTER OF SECTION 15, SAID POINT LYING SOUTH 00 DEGREES 37 MINUTES 19 SECONDS EAST 2687.16 FEET FROM THE WITNESS CORNER FOR THE NORTH 1/4 CORNER OF SAID SECTION 15 AS RECORDED IN LIBER 3731, PAGE 446, CALCULATED CENTER ALSO LYING NORTH 00 DEGREES 36 MINUTES 20 SECONDS WEST 2651.32 FROM THE SOUTH 1/4 CORNER OF SAID SECTION 15 AS RECORDED IN LIBER 3329, PAGE 106; THENCE ALONG THE CALCULATED EAST AND WEST QUARTERLINE, NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST 33.00 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 51 SECONDS EAST 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST COLUMBIA AVENUE FOR THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST 11.33 FEET; THENCE SOUTH 16 DEGREES 35 MINUTES 46 SECONDS WEST 18.00 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 51 SECONDS EAST 39.08 FEET; THENCE SOUTH 12 DEGREES 36 MINUTES 09 SECONDS WEST 26.24 FEET TO THE EAST RIGHT OF WAY LINE OF 28TH STREET; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 36 MINUTES 51 SECONDS WEST 81.94 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT

OF WAYS APPARENT AND OF RECORD. SAID PARCEL CONTAINS 0.01± ACRES (461± SQ. FT.)

3. Fire Hydrant Easement Area. The Sidewalk Easement Area, depicted in the survey attached as Exhibit B, is more fully described as follows:

PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWN 02 SOUTH, RANGE 08 WEST, CITY OF BATTLE CREEK, CALHOUN COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE ALONG THE CALCULATED EAST AND WEST QUARTERLINE, SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST 2646.48 FEET TO THE CALCULATED POSITION OF THE UNMONUMENTED CENTER OF SECTION 15, SAID POINT LYING SOUTH 00 DEGREES 37 MINUTES 19 SECONDS EAST 2687.16 FEET FROM THE WITNESS CORNER FOR THE NORTH 1/4 CORNER OF SAID SECTION 15 AS RECORDED IN LIBER 3731, PAGE 446, CALCULATED CENTER ALSO LYING NORTH 00 DEGREES 36 MINUTES 20 SECONDS WEST 2651.32 FROM THE SOUTH 1/4 CORNER OF SAID SECTION 15 AS RECORDED IN LIBER 3329, PAGE 106; THENCE ALONG THE CALCULATED NORTH AND SOUTH QUARTERLINE, SOUTH 00 DEGREES 36 MINUTES 20 SECONDS EAST 267.50 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 40 SECONDS EAST 33.04 FEET TO THE EAST RIGHT OF WAY LINE OF 28TH STREET; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 36 MINUTES 51 SECONDS WEST 20.00 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 09 SECONDS EAST 9.00 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 51 SECONDS EAST 20.00 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 09 SECONDS WEST 9.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS APPARENT AND OF RECORD. SAID PARCEL CONTAINS 180± SQ. FT.

4. Access to Easement Areas. Grantee has the right to access both Easement Areas for construction, maintenance and repairs of a sidewalk and a fire hydrant, over, under, and across the Grantor's Property in the area immediately adjacent to the Easement Areas. All access shall be reasonable in scope, duration and purpose.
5. Grantee's Rights and Duties. Grantee has the right, pursuant to this Grant of Easement, to cut, trim, or remove vegetation, trees, paving materials, or other property within the Easement Areas for the construction, maintenance and repairs of a sidewalk and a fire hydrant. All work will be performed in accordance with generally accepted practices for this type of work and in a manner which will cause the least interference with the surface of the Easement Areas.
6. Indemnification and No Waiver of Defenses. To the extent permitted by law, Grantee shall indemnify and hold harmless Grantor from any and all claims, demands, actions,

CITY OF BATTLE CREEK, a Michigan municipal corporation

By: _____

Rebecca L. Fleury

Its: City Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me in Calhoun County, Michigan, on April _____, 2024, by Rebecca L. Fleury, the City Manager of the City of Battle Creek, on behalf of the corporation.

Rebecca D. Forbes, Notary Public
Barry County, MI, Acting in Calhoun County
My commission expires: 11/3/2024

This Easement Prepared By:
C. Marcel Stoetzel, III
Deputy City Attorney
10 N. Division Street
Suite 207, City Hall
Battle Creek, Michigan 49014
(269) 966-3385



Resolution NO. 479

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to sign Contract number 24-5169, Job number 216528CON, Project 24A0456, with the Michigan Department of Transportation for the following work:

Chip seal, fog seal, and permanent pavement markings along Helmer Road from Gethings Road to Columbia Avenue, along Hamblin Avenue from Washington Avenue to Division Street, along Kendall Street from Dickman Avenue to Michigan Avenue, and along West Territorial Road from Helmer Road to Capital Avenue.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Marcel Stoetzel, Deputy City Attorney

Department: City Attorney

SUMMARY

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

BUDGETARY CONSIDERATIONS

The total estimated cost of the project is \$418,700 with cost participation as follows:

Grand Total Estimated Cost \$418,700
Less Federal Funds (Aid) \$342,705
City of Battle Creek's share \$ 75,995

The City share will be charged to: 402.22.4021.801.310 - Major Streets Capital Projects.

HISTORY, BACKGROUND and DISCUSSION

This project was identified and designed by City staff and construction will be overseen by City staff. ACT 51 of 1951 requires local entities meeting population thresholds (based on census data) to participate in projects when located within their jurisdiction. The Act also includes additional payments through a multiplier to aid in these requirements.

DISCUSSION OF THE ISSUE

POSITIONS

City Engineer Jarret Geering recommends approval.

ATTACHMENTS:

	File Name	Description
▣	216528_24- 5169_resurfacing_Helmer_Hamblin_Kendall___Territorial.pdf	Contract

STP

DA

Control Section	STUL 13000
Job Number	216528CON
Project	24A0456
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5169

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BATTLE CREEK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Battle Creek, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated April 8, 2024, attached hereto and made a part hereof:

Chip seal, fog seal and permanent pavement markings for approximately 4.05 miles along Helmer Road from Gethings Road to Columbia Avenue, along Hamblin Avenue from Washington Avenue to Division Street, along Kendall Street from Dickman Avenue to Michigan Avenue excluding railroad right-of-ways and bridge, and along West Territorial Road from Helmer Road to Capital Avenue; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

09/06/90 STP.FOR 4/8/24

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

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9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents

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shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF BATTLE CREEK

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



April 8, 2024

EXHIBIT I

CONTROL SECTION
JOB NUMBER
PROJECT

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$418,700
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$418,700
Less Federal Funds	<u>\$342,705</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 75,995

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



Resolution NO. 480

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to enter into a service agreement with Midwest Employers Casualty Company to provide Excess Workers' Compensation Insurance services for the period of 7/1/2024 through 6/30/2025 at a total cost of \$93,368.00.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Michelle Hull, Human Resources Director

Department: Risk Management

SUMMARY

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

BUDGETARY CONSIDERATIONS

Renewal of insurance is a budgeted expense and will be allocated to department budgets. The cost of this renewal is \$93,368.00 and will be charged to account 642.08.9500.801.010.

HISTORY, BACKGROUND and DISCUSSION

Midwest Employers Casualty Company (MECC) is our current carrier for Excess Workers' Compensation Insurance. There is an increase of 11.83% this year over last year. We have a Self Insured Retention level of \$650,000 and MECC has handled historical claims to our satisfaction.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name

Description

No Attachments Available



Resolution NO. 481

A Resolution seeking approval for the Fiscal Year 2023-2024 year-end budget adjustments for the City's General Fund (Fund 101), Local Street Fund (Fund 203), and Michigan Justice Training Fund (Fund 270).

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That unforeseen events necessitate adjustments in the City's budget from time to time. This Resolution approves year-end adjustments in the General Fund (101), Local Street Fund (203), and Michigan Justice Training Fund (270) for the year ending June 30, 2024, as presented in the attached worksheet.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Aaron B. Kuhn, Revenue Services Director

Department: Finance

SUMMARY

A Resolution seeking approval for the Fiscal Year 2023-2024 year-end budget adjustments for the City's General Fund (Fund 101), Local Street Fund (Fund 203), and Michigan Justice Training Fund (Fund 270).

BUDGETARY CONSIDERATIONS

State statute provides that a local unit shall not incur expenditures in excess of the amount appropriated. This year-end budget adjustment is an attempt to comply and is primarily based upon department levels with estimated expenditures in excess of their amended budgets, although several departmental expenditure budgets are reduced based on estimates.

This Resolution also adjusts budgeted revenues in the General Fund based on estimated revenues as was discussed at the May 2, 2024, Budget Workshop. Many of these revenue adjustments are necessary due to the conservative nature of the original adopted budget.

The resulting amended budgeted addition to fund balance in the General Fund for the year ending June 30, 2024, with the approval of this proposal is \$1,205,650.

HISTORY, BACKGROUND and DISCUSSION

The fiscal year 2024 began July 1, 2023, with an adopted budget showing a General Fund use of fund balance of \$613,950. A conservative approach was used in the budget development. Staff recognizes that a use of fund balance each year is not sustainable, and as a result has monitored major revenue sources continually throughout the fiscal year to determine if expenditure reductions were required to match revenues with expenditures. Fortunately, as was discussed and presented in the Budget Workshop, income tax revenues and interest income have both exceeded expectations. It is this estimated increase as well under budget expenditures that has resulted in an addition to fund balance instead of a use, as was originally projected.


With this amendment, General Fund revenues are proposed to increase \$236,800. Expenditures are proposed to decrease \$1,337,300.

Several departments had unexpected circumstances throughout the year that require expenditure budget adjustments as shown in the attached worksheet.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
 2023-2024_Year_End_Budget_Amendment.pdf	FY24 YE Budget Amendment Worksheet

Budget Amendment Attachment

Fund 101	General Fund	Increase/ (Decrease)
Revenues		
Department 00		
402.010	Current Real Property Tax	8,200
410.010	Current Personal Property Tax	(253,700)
438.010	Income Tax Personal & Partnership	329,500
448.300	Other Taxes Recreational Marijuana	384,800
574.001	State Shared Revenue Statutory	(86,600)
606.010	Court Fees District Court 10	50,000
664.020	Interest Income	650,000
699.223	ARPA Revenue	(1,126,000)
Other Departments		
101.14	General Fund, Police Department	45,000
101.16	General Fund, Recreation	169,100
101.17	General Fund, City Clerk	66,500
		<u>236,800</u>
Fund 101		
Expenditures		
101.01	General Fund, City Manager	140,100
101.02	General Fund, Assessor	15,000
101.03	General Fund, Treasurer	65,000
101.04	General Fund, Income Tax	25,000
101.05	General Fund, Labor Relations	(238,600)
101.06	General Fund, Finance	(195,700)
101.11	General Fund, Human Resources	(20,000)
101.13	General Fund, Fire	(325,000)
101.14	General Fund, Police Department	(292,600)
101.16	General Fund, Recreation	150,000
101.17	General Fund, City Clerk	(320,500)
101.18	General Fund, City Hall Maintenance	10,000
101.22	General Fund, Streets	(50,000)
101.50	General Fund, Other	(300,000)
		<u>(1,337,300)</u>
	Net Proposed Addition to Fund Balance	1,819,600
	Current Amended Budgeted Use of Fund Balance	<u>(613,950)</u>
	Proposed Amended Budgeted Addition to Fund Balance	1,205,650

Fund 203	Local Street Fund	
	Expenditures	<u>500,000</u>
	Net Proposed Use of Fund Balance	(500,000)
	Current Amended Budgeted Addition to Fund Balance	<u>896,833</u>
	Proposed Amended Budgeted Addition to Fund Balance	396,833
<hr/>		
Fund 270	Michigan Justice Training Fund	
	Expenditures	<u>40,000</u>
	Net Proposed Use of Fund Balance	(40,000)
	Current Amended Budgeted Change in Fund Balance	<u>-</u>
	Proposed Amended Budgeted Use of Fund Balance	(40,000)



Resolution NO. 482

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to execute a five-year Management Agreement with Cereal City Development Corporation (CCDC), including two additional two-year renewal terms, to continue to provide management services for Kellogg Arena, Festival Market Square and to provide other services when requested according to terms in the agreement.

The terms of the management agreement are as set out in the attached, or in one substantially similar that meets with the approval of the City Attorney.

Battle Creek City Commission
6/18/2024

Action Summary

Staff Member: Jill Humphreys Steele, City Attorney

Department: City Attorney

SUMMARY

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

BUDGETARY CONSIDERATIONS

CCDC is compensated for the operation and management of Kellogg Arena and Festival Market Square by revenues generated from programming and an annual subsidy from the Downtown Development Authority (DDA) as needed. When additional services are specifically requested by the City, the City pays for the direct cost of service plus a 6% administrative fee for maintenance, landscape labor, custodial work and recreational management services provided to Recreation Department and the Department of Public Works (DPW). Funds to cover the cost of the contract are included in the DDA, Recreation and DPW budgets.

HISTORY, BACKGROUND and DISCUSSION

The City has had a management agreement with CCDC for more than two decades in relation to several City-owned facilities. The last agreement was approved by the City Commission in 2017 and expires June 30, 2024.

Under the management agreement, CCDC operates Kellogg Arena and Festival Market Square, and utilizes the revenue generated from programming and events to pay all expenses. On an annual basis, CCDC may request operating support from the city which the city has traditionally provided when appropriate, with funds from the Downtown Development Authority.

The agreement has been revised to delete reference to management of "The Showmobile" because the Showmobile eventually aged out and was no longer usable as a mobile stage. It permanently resides at the airport now and is only used for the Balloon Festival.

In 2017, certain Downtown Economic Development duties were added to the Management Agreement; however, these duties have been removed from the scope of services since the city now provides those services in house through the Small Business Development Office.

The management agreement also allows the City, from time-to-time, to request CCDC's assistance in the areas of maintenance, landscape labor, custodial work and recreational management. When we have agreed on such additional assistance, the City pays for the direct cost of service plus a 6% administrative fee.

The City believes this agreement helps generate and increase tourism in Battle Creek, resulting in financial benefit to the local businesses and hotels, and ultimately provides benefits to the City.

DISCUSSION OF THE ISSUE

POSITIONS

The City Manager's office team supports approval of this Resolution.

ATTACHMENTS:

File Name	Description
 2024_July_CCDC_Management_Agreement_CLEAN.pdf	CCDC Management Agreement 07.01.2024 CLEAN

**CEREAL CITY DEVELOPMENT CORPORATION AND CITY OF BATTLE CREEK
MANAGEMENT AGREEMENT**

Regarding Kellogg Arena, Festival Market Square and Other Assistance

PARTIES: The City of Battle Creek, a Michigan municipal corporation, organized and existing under the laws of the State of Michigan, with its offices at City Hall, Battle Creek, Michigan (the “City”); and Cereal City Development Corporation, a Michigan non-profit corporation, organized and existing under the laws of the State of Michigan and having its principle office at Kellogg Arena, One McCamly Square, Battle Creek, Michigan (“CCDC”).

RECITALS:

1. The City owns the Kellogg Arena (the “Arena”), at One McCamly Square, Battle Creek, MI., including without limitation the building and property, subject to CCDC’s right to continue to operate the liquor licensed business at the Arena. It proposes to contract with CCDC to manage and operate the Arena under the terms of this Management Agreement, subject to all necessary governmental approvals including that of the Michigan Liquor Control Commission (“MLCC”).
2. The City also owns Festival Market Square (“FMS”), a multipurpose performance space adjacent to Kellogg Arena, which is located at 25 S. McCamly Street in Battle Creek, subject to CCDC’s right to operate a liquor licensed business at FMS as may be licensed by the MLCC. The City proposes to have CCDC manage and operate Festival Market Square during the term of and subject to this Management Agreement, subject to all necessary governmental approvals including that of the MLCC.
3. The City also owns Binder Park Golf Course (“Binder Park”), a 27-hole golf course which is located at 7255 B Dr S, in Newton Township, Calhoun County, subject to CCDC’s right to operate a liquor licensed business at Binder Park as may be licensed by the MLCC. The City proposes to have CCDC provide assistance to Binder Park during the term of and subject to this Management Agreement, subject to all necessary governmental approvals including that of the MLCC.
4. The City owns and operates various other parks, properties, and facilities for which it needs CCDC’s assistance from time to time.
5. The City intends to continue to conduct various events and programming intended to attract residents and visitors to the downtown. The City will continue to, on an as-needed basis, have CCDC conduct some event programming to the downtown from a recreational management

point-of-view, but only as may be specifically agreed to between the parties with a detailed, written, scope and nature of event programming.

6. The parties desire that this Management Agreement (the “Agreement”) express all of the terms and conditions of the Agreement between them effective as of July 1, 2024, pursuant to which CCDC shall continue to manage and operate the Arena and Festival Market Square, provide assistance to the City at various other parks and properties (collectively, the “Facilities”), and continue to conduct, on an as-needed basis, some event programming to the downtown as agreed upon between the parties and as described below.

THE PARTIES AGREE AS FOLLOWS:

I. ENGAGEMENT OF CCDC TO MANAGE AND OPERATE CERTAIN FACILITIES

1.01 The City hereby engages CCDC to continue to act as its managing agent to operate, manage and maintain the Arena pursuant to regulations, policies and guidelines of the City now in effect or to be promulgated in the future concerning this Agreement and the Facilities, and CCDC hereby undertakes and agrees to continue to perform all of the services and to comply with all provisions of the Agreement as agent for the City. The current and future policies and guidelines shall not unreasonably interfere with, impede, or impair the ability of CCDC to effectively and soundly manage the Arena.

1.02 The City hereby engages CCDC to operate and manage Festival Market Square, pursuant to regulations, policies and guidelines of the City now in effect or to be promulgated in the future concerning this Agreement and the Facilities, and CCDC hereby undertakes and agrees to perform all of the services and to comply with all provisions of the Agreement. The current and future policies and guidelines shall not unreasonably interfere with, impede or impair the ability of CCDC to effectively and soundly manage Festival Market Square.

1.03 The City hereby engages CCDC to provide maintenance services at various parks, properties, and facilities on an as-needed basis, with City providing CCDC reasonable advanced, but not less than twenty-four (24) hours, written notice of such need, and pursuant to regulations, policies and guidelines of the City now in effect or to be promulgated in the future concerning this Agreement and CCDC hereby undertakes and agrees to perform any such maintenance services as may be requested by City pursuant to this provision and to comply with all provisions of the Agreement.

II. THE ARENA

2.01 CCDC shall obtain all necessary governmental and other permits and approvals required for the continued operation and use of the Arena, with the aid, approval, and cooperation of the City. Such approvals shall include, without limitation, continued approval of CCDC as a liquor licensee at the Arena. CCDC shall annually re-apply for such approval. The parties recognize that the MLCC requires that a liquor licensee remains responsible for the conduct of the operation of a licensed establishment and the actions of the manager of such establishment.

2.02 Except as herein elsewhere agreed, throughout the term of the Agreement the City will maintain full ownership of the Arena, and all personal property, equipment, fixtures, and the like, and will pay, keep, observe and perform all payments, terms, covenants, conditions, and obligations under any Deed of Trust, bonds, debentures or any other security agreement or contract to which the City is bound. The City will carry all depreciation for the Arena, and all personal property, equipment, fixtures, and the like on its books.

III. SPECIAL RELATIONSHIPS

CCDC covenants and agrees that, in its management and operation of the Arena, it shall comply fully with all requirements of that certain Deed dated February 25, 1980, from W.K. Kellogg Foundation to Battle Creek Downtown Development Authority, recorded in the office of the Register of Deeds for Calhoun County, Michigan, on March 3, 1980 in Liber 1200, Page 546, as amended by First Amendment to Deed recorded in the Office of the Register of Deeds for Calhoun County, Michigan, on October 5, 1984, in Liber 1320, Page 10, and as amended by Second Amendment to Deed recorded in the Office of the Register of Deeds for Calhoun County, on November 15, 1989, in Liber 1512, Page 180, and as from time to time further amended, and shall not cause or permit any breach of the terms and conditions of such deed as they relate to the maintenance, use and operation of the Arena.

IV. FESTIVAL MARKET SQUARE

4.01 CCDC shall obtain all necessary governmental and other permits and approvals required for the operation and use of Festival Market Square with the aid, approval, and cooperation of the City. Such approvals shall include, without limitation, approval of CCDC as a licensee to sell alcoholic beverages within Festival Market Square, up to and including the sidewalk to the curb on Jackson and McCamly Streets, provided it meets all requirements of the MLCC. CCDC shall annually re-apply for

such approval of a license, if granted. The parties recognize that the MLCC requires that a liquor licensee remains responsible for the conduct of the operation of a licensed establishment and the actions of the manager of such establishment.

4.02 In the instances where the MLCC has granted CCDC a license for Festival Market Square, CCDC shall be permitted to transport alcoholic beverages from the Arena to FMS while traveling over/across/through unlicensed City-owned property; however, CCDC may only offer point of sale of alcoholic beverages in FMS or The Arena. Except within the established boundaries of a legally designated Social District that contains a common area, CCDC shall not permit customers or attendees to carry open containers of alcohol purchased at FMS outside the limits of that licensed area to The Arena, nor shall CCDC permit customers or attendees to carry open containers of alcohol purchased at The Arena outside the limits of that licensed area to FMS.

4.03 Except as herein elsewhere agreed, throughout the term of the Agreement the City will maintain full ownership of Festival Market Square, and all personal property, equipment, fixtures, and the like, and will pay, keep, observe and perform all payments, terms, covenants, conditions, and obligations under any Deed of Trust, bonds, debentures or any other security agreement or contract to which the City is bound. The City will carry all depreciation for Festival Market Square, and all personal property, equipment, fixtures, and the like on its books.

V. DUTIES AND AUTHORITY OF CCDC AND THE FACILITIES

5.01. CCDC hereby agrees to perform and furnish all management services, labor and materials needed to operate, supervise, manage, and maintain the Arena. CCDC also agrees to perform and furnish all management services, labor and materials needed to operate, supervise and manage Festival Market Square in the most efficient manner. The City shall provide for and direct the maintenance of the Festival Market Square property. It is the intent of the parties that CCDC will have authority over the operation of The Arena and Festival Market Square, and all of their related properties, but subject to policies and guidelines established by, or which may from time to time hereafter be established by the City.

5.02 In the event operating revenues of The Arena and Festival Market Square, exceed operating expenses, including any “sinking fund” or depreciation, CCDC shall retain any such excess and apply same to its fulfillment of its services under this agreement.

5.03 Employees hired by CCDC to undertake any of the work contained within this agreement on behalf of the City shall be employees of CCDC and not of the City. CCDC shall select the number,

function, qualifications, compensation including any employees benefit package, and other terms and conditions relating to such employees. CCDC shall require drug tests for all of its employees performing services on City of Battle Creek owned property. For all CCDC employees who will operate City vehicles, CCDC shall supply to the City Manager and the Risk Management Insurance Control Loss Specialist a copy of their driving records prior to employment along with updated driving records for each employee in subsequent years, as well as drug test results. The City Manager, after having an opportunity to consult with the Risk Management Insurance Control Loss Specialist, may either allow or prohibit CCDC employees from operating City vehicles based upon their driving records, drug test results, or habits. CCDC shall not be obligated to hire or retain any City employees working or formerly working at any one of the Facilities. Except as otherwise specified above, CCDC shall provide drug test results to City and the Risk Management Insurance Control Loss Specialist not later than thirty (30) days following a request from City to CCDC for such information.

5.04 In the performance of its duties under the Agreement, CCDC shall provide the City with the services customarily provided for in such instances in accordance with the provisions of this Agreement. Without in any way limiting the generality of the foregoing, CCDC shall do the following:

A. Employ, compensate, supervise, and discharge all of its employees and personnel, including without limitation, one or more General Managers of the Arena and Festival Market Square. Such authority or any part hereof may be delegated by CCDC to one or more persons under its direct supervision. CCDC shall consult with the City concerning the selection of the General Managers(s), but the responsibility of such selection shall be that of CCDC.

B. Maintain and supervise detailed, accurate, and complete financial and other books and records of all of its activities under the Agreement, including without limitation, the books of account and accounting procedures of The Arena and Festival Market Square.

C. Negotiate licenses, use agreements, bookings, advertising agreements, and concession agreements for The Arena and Festival Market Square, including food and novelty concessions. Such licenses, use agreements, bookings, advertising agreements, concession agreements, and any other agreements pertaining to the use, operation, and occupancy of the facilities named in this paragraph shall be executed by CCDC in its own name. CCDC shall require that proper certificates of insurance evidencing sufficient general liability, automobile liability, bodily injury, property damage, (all with aggregate limits of One Million Dollars - \$1,000,000.00), and Worker's Compensation insurance be

furnished and kept in force at all times by all licensees, users, and concessionaires, and by manufacturers maintaining message boards, scoreboards, signs, or other devices at the facilities named in this paragraph. In addition, CCDC shall furnish Worker's Compensation insurance and keep it in force at all time for all CCDC employees performing services on property owned by the City.

D. Submit written report(s) to the City when the City reasonably requests the same (but not more often than quarterly), concerning its activities in the operation, management, supervision, and/or maintenance of the Facilities. Said reports shall, inter alia, set forth bookings, receipts, expenditures, and such other and further information as the City may reasonably require or request. As the City Manager or their delegate is a member of the Board of CCDC, that person otherwise has access to such information through Board minutes and activities.

E. Rent, lease, or purchase all non-capital, rent-related and ordinary maintenance supplies and equipment for the Arena and Festival Market Square, for and as the property of CCDC, but to become the property of the City, at City's option, at the termination of this Agreement.

F. CCDC agrees to provide the non-capital, rent-related and ordinary maintenance required to maintain the Arena and Festival Market Square, in the condition received, reasonable wear and tear accepted. CCDC shall immediately inform the City of any known defective condition existing at the facilities and may request funds from the City to address extra ordinary maintenance and capital needs which otherwise shall remain the responsibility of the City.

G. Negotiate and enter into service contracts on its own behalf and for which it shall solely be liable, as required in the ordinary course of business in operating and maintaining the Arena and Festival Market Square, including, without limitation, contracts for electricity, engineering services, gas, and telephone.

H. Furnish such supervisory services as are set forth in the Agreement as shall ensure that the Arena and Festival Market Square, and at the other Facilities where requested to do so by the City with previously stated notice, and services shall be operated in a first-class manner, and with standards comparable to similar first-class facilities.

I. Establish prices, rates and rate schedules for the above licenses, use and booking agreements, advertising contracts and concession agreements and any other Arena and Festival Market Square, commitments which shall be negotiated by CCDC in the course of its obligations hereunder.

J. Submit to the City, for each fiscal year of this Agreement, a request for funding for all or a portion of the cost of the services it is to provide under this Agreement, based upon a budget CCDC approved through its board of directors, and comply with the spending limitations imposed on such budget, including supplements thereto as authorized. However, if extraordinary events occur which could not reasonably be contemplated at the time the budget was prepared, then CCDC may submit a supplemental request to the City for funding. CCDC recognizes that the City is a Michigan public municipal corporation and is bound by general and special statutes and ordinances pertaining to the budget process and the appropriation and expenditure of funds.

K. Cause such acts and things to be done in and about the Arena and Festival Market Square in the event ownership of the same reverts to the City, as shall be necessary to their proper operation, control, supervision, and maintenance. CCDC and the City shall, throughout the term of the Agreement, comply with all statutes, ordinances, laws, rules, regulations, orders, and requirements of any Federal, state, or municipal government and appropriate departments, commissions, boards, and offices having jurisdiction with respect to the use or manner of use of the Facilities or the construction, maintenance, and operation thereof, as well as with all orders and requirements of the local Fire Marshall or any other body which may hereafter exercise similar functions.

L. Pay all expenses for the Arena and Festival Market Square (excluding maintenance expenses for Festival Market Square, which shall be the responsibility of City), accounts established pursuant to the Agreement using funds provided by the City and from Facilities operating revenues. Such accounts shall include without limitation operating and escrow accounts. All accounts established by CCDC pursuant to the Agreement shall be maintained separately from accounts maintained by CCDC for purposes other than the Agreement. If CCDC is authorized by the City to advance its own money to comply with any of the terms of the Agreement, then CCDC shall be reimbursed the amount advanced plus all accrued interest thereon at CCDC's cost for borrowing such monies at a local banking institution within fifteen days after representation of an invoice by CCDC.

M. Institute in its own name as Managing Agent for the City, or in the name of the City, but in any event at the reasonable expense of the City, any and all legal actions or proceedings to collect charges, rents or other income generated by and due and owing to the City or to cancel or terminate any license, use, or concession agreement for the breach thereof or default there under by any licensee, user, advertiser or concessionaire of the City.

N. Hold in escrow, in its name, in an interest-bearing account with an institution in Battle Creek, Michigan, any monies which it receives in contemplation of, or arising from, an event pending the completion of such event. Such escrow monies are to be held for the protection of ticket purchasers, the City, and CCDC, and to provide a source of funds, as required for such payments to performers and for such payments of direct or incidental expenses in connection with the presentation of events as may be required to be paid prior to or contemporaneously with the event. Following the completion of the event, CCDC shall make the deposit into the operating account(s). Interest accrued by the escrow account established by CCDC pursuant to this clause shall be part of operating income so long as CCDC is not required to pay such interest to the promoter pursuant to its license agreement with the promoter.

O. Be responsible for all marketing and promotion of the Arena and Festival Market Square and shall arrange for and coordinate all events at the previously specified facilities. CCDC shall endeavor to make the previously specified facilities more appealing and encourage greater use of the previously specified facilities to the extent of available funds.

VI. DUTIES AND AUTHORITY OF CCDC AND ASSISTANCE TO CITY DEPARTMENTS

6.01 As requested by the City from time to time, CCDC shall make available its employees to provide assistance to the City, in the areas of maintenance, landscape labor, custodial work and recreational management on an as needed basis, provided CCDC is given reasonable advanced written notice of such need.

6.02 CCDC shall submit a monthly invoice for services rendered to the City pursuant to above paragraph 6.01 to allow verification of the accuracy of the invoice by the particular department receiving the particular services.

6.03 The City will pay CCDC for the above verified services at CCDC's direct cost for the same, plus six (6%) percent.

6.04 As may be requested by the City, CCDC shall conduct programming intended to attract residents and visitors to the downtown.

6.05 The scope and nature of any requested downtown programming must be agreed upon in writing in advance by both parties prior to the beginning of the fiscal year. The scope and nature of the programming may be modified by CCDC during any given year with the written approval of the City.

6.05 CCDC shall formulate a budget for programming and submit a request for funds for a given year as part of its annual budget submission to the City. CCDC shall not be obligated to conduct additional programming beyond what has been funded unless provided additional compensation specifically for the additional programming.

6.06 CCDC shall at all times cooperate with the City's legal department in the defense of the City, its agents, employees, etc. for claims and lawsuits filed which in any manner concern this Agreement.

6.07 CCDC shall require its employees driving City owned vehicles to at all times comply with the Michigan Motor Vehicle Code as well as the Federal Motor Carrier Safety Regulations (FMCSR).

VII. BUDGETARY REQUIREMENTS

7.01 The fund requests submitted by CCDC will include, in general, all categories of revenues and expenses CCDC normally receives / pays out in operating the Arena.

7.02 On an annual basis, CCDC may request funds from the city to fill any gap between revenue and expense based on its budget which may be necessary to balance the budget for the operation, supervision, and management of the Arena and Festival Market Square.

7.03 CCDC shall inform the City of any condition of which it becomes aware which impairs the structural soundness or sound operating condition of the Facilities or otherwise adversely affects the ability of CCDC to perform under the Agreement, which shall include parking lots and sidewalks, by immediately notifying the City Manager. The City will, as appropriate under this Agreement, subject to appropriation and other terms of this Agreement, make available the funds necessary to correct such condition in an expeditious manner and within such time as is required under the circumstances. CCDC shall undertake capital repairs or improvements of The Arena only to the extent the same is called for in its annual budget or fund requests submitted to the City.

7.04 To the extent of any reserves (defined as the accumulation of revenue from all sources in excess of all expenses) CCDC is able to establish from operations from the effective date of this Agreement, they shall be used by CCDC solely for furtherance of carrying out its obligations and duties as set forth in this Agreement, subject to budget requirements of the City.

VIII. RECORDS AND AUDITING

8.01 CCDC shall maintain current, accurate and complete financial records on the accrual basis of accounting relating to the activities, revenues and expenditures, direct and indirect, of the Arena and Festival Market Square. These records shall delineate all activities of the previously specified Facilities. CCDC shall also maintain current, accurate and complete financial records on the accrual basis of accounting relating to the activities, expenditures and services performed and invoiced pursuant to above paragraph 6.01, 6.02, 6.03 and 6.04. The systems and procedures used to maintain these records shall include all activities and operations, both direct and indirect, of the previously specified facilities. The systems and procedures used to maintain these records shall include a good system of internal controls, and all accounting records shall be maintained in accordance with generally accepted governmental accounting principles.

8.02 For each full or partial year of the Agreement, CCDC shall cause an audit (“Audit”) to be conducted of CCDC’s entire operation at the Arena and Festival Market Square. The expense of such audit shall be an expense of the previously named facilities. CCDC shall provide a copy of the Audit to City, which Audit shall be conducted by a Certified Public Accountant licensed to practice in Michigan.

IX. INSURANCE

9.01 CCDC shall obtain, maintain, and keep current on behalf of the City (at all times during the term of the Agreement and at the expense of the Facilities) all reasonably necessary insurance or such other insurance policies which the City shall require or be required to maintain, including without limitation the following: worker’s compensation; comprehensive general liability; umbrella liability; all risk property insurance; machinery & equipment; business auto; alcoholic beverages (under the licensee name); inventory; and business interruption. CCDC shall ensure that the City is an additional named insured and certificate holder to the above policies.

9.02 CCDC shall provide the certificate or certificates of insurance evidencing the coverage required hereunder to City.

9.03 No insurance coverage may be changed without the written approval of City and CCDC.

9.04 CCDC agrees to aid and cooperate in securing insurance defense for the City and its employees and agents in the event that a claim or lawsuit is filed against the City in connection with the facilities managed by CCDC or the work of CCDC employees under this Agreement.

X. MANAGEMENT FEE OF CCDC

As compensation to CCDC for performing the services provided in the Agreement, the City shall pay CCDC a fixed management fee of \$10 for each year of the term of the Agreement.

XI. TERM OF AGREEMENT

11.01 The term of the Agreement shall be for a period of 5 years, beginning on July 1, 2024 and ending on June 30, 2029, subject to the rights of termination found in Article XV and subject to the renewal terms as specified in 11.02.

11.02 The Agreement, and any amendments or modifications as may be agreed to in writing by the parties, shall automatically renew for two additional two-year terms, unless the City or CCDC provides written notice to the other of its intent to cancel the Agreement. Such written notice must be provided not less than six months before the end of each contract term.

XII. COVENANTS OF CCDC

12.01 CCDC agrees to exert its best efforts in operating, managing, supervising, and maintaining the Arena and Festival Market Square, and carrying out its other responsibilities under this Agreement as agent for the City and to minimize operating costs and maximize revenues. The parties recognize and acknowledge that the interests of the City require a booking and management policy which: takes account of service and events to generate direct revenues for the previously specified facilities, increases patronage of the adjacent Hotel and other visitor and tourist venues in Battle Creek, contributes economic and civic benefits in the form of increased tourist revenues, provides facilities for community events, and stimulates the general economy.

12.02 CCDC shall make available to the City such information as is reasonably required or requested concerning CCDC's supervision, operation, management, and maintenance of the Facilities.

12.03 CCDC shall comply with all applicable local, state, and Federal ordinances, statutes, rules, and regulations.

12.04 CCDC shall make its chief operating officer (or another representative of CCDC fully familiar with the operations, management and use of the Facilities) available to meet with the City on a regular basis in order to discuss operations, management, supervision, maintenance, and use of the Facilities, any problems pertaining to it, and to discuss and resolve any problems which may have arisen

in connection with it including any claims or lawsuits filed against CCDC or the City involving any issues related to this Agreement.

XIII. CCDC'S INDEMNITY TO THE CITY

CCDC agrees to defend, indemnify and save harmless the City and its respective agents, officers, employees, and elected officials from and against any and all liability, loss, damages, interest, judgments, and liens (including, but not limited to, reasonable counsel fees and disbursements) arising out of or incurred in connection with any and all claims, demands, suits, actions or proceedings which may be made or brought against the City, by reason of or as a result of the negligence or willful act or omission of CCDC or any of its agents, servants, or employees, or by reason of the failure or omission of CCDC to observe or perform under the terms and provisions of the Agreement or by reason of the execution of the Agreement.

XIV. THE CITY'S INDEMNITY TO CCDC

To the extent allowed by law, the City agrees to indemnify and save harmless CCDC and its officers, directors, agents, employees and representatives from and against any and all liability, loss, damages, interest, judgments, and liens (including, but not limited to, reasonable counsel fees and disbursements) arising out of or incurred in connection with any and all claims, demands, suits, actions, or proceedings which may be made or brought against CCDC, by reason of or as a result of the gross negligence or willful act or omission of the City or any of their agents (excluding CCDC employees), servants, employees, or elected representatives, or by reason of the failure or omission of the City to observe and perform any of its obligations, covenants, and warranties to be observed or performed by it under the terms and provisions of the Agreement or by reason of the execution of the Agreement or by reason of the execution of the Agreement. Nothing within this article shall be construed to be a waiver of the defense of governmental immunity.

XV. TERMINATION

Either party may terminate this Agreement, without cause, upon 60 day's written notice to the other.

XVI. WAIVER

No consent or waiver, express or implied, by either party, to or of any breach of any covenant, condition or duty of the other shall be construed as a consent to or waiver of any other breach of the same, or any other covenant, condition or duty.

XVII. PROCEDURE UPON TERMINATION

17.01 Upon expiration or termination of this Agreement, CCDC shall promptly surrender and deliver to the City the Facilities and all equipment, supplies, manuals, records including all books of account relating to the operation of the Facilities, and inventories, which are the property of the City.

17.02 In the event of the termination of the Agreement by expiration, CCDC, at the option of the City, shall continue to perform under the provisions of the Agreement for a reasonable time, not to exceed six (6) months, so that a replacement might be found by the City; provided, however, that CCDC shall not be required to perform for a period of time to its detriment or for a period during which the Facilities' actual operation costs are not promptly and timely funded by the City.

XVIII. FORCE MAJEURE

18.01 Except as otherwise provided, neither party shall be obligated to perform hereunder and neither shall be deemed to be in default if performance is prevented by (a) fire not caused by the negligence of either party, earthquake, flood, act of God, civil commotion not occurring at the Facilities during or in connection with an event, or other matter or condition of like nature, or (b) any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law or regulation.

18.02 In the event of a labor dispute, which results in a strike, picket, or boycott affecting any of the facilities or services described in the Agreement, CCDC shall not thereby be deemed to be in default or to have breached any part of the Agreement.

XIX. NOTICES

All notices, consents, waiver, directions, requests, or other instruments or communications provided for under the Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

A. If to the City of Battle Creek, Michigan:

Attention: City Manager
City Hall
10 N Division Street
Battle Creek, MI 49014

B. If to CCDC:

Attn: CCDC Chair
Kellogg Arena
One McCamly Square
Battle Creek, MI 49017

with a copy to:

General Manager
Kellogg Arena
One McCamly Square
Battle Creek, MI 49017

Either party may at any time change the address where the notices are to be sent or the party or person to whom such notices should be directed by the delivery or mailing to the above persons or parties of a notice stating the change.

XX. ASSIGNABILITY OF AGREEMENT

The Agreement may not be assigned. The City agrees that CCDC may perform its duties under the Agreement through an entity controlled by CCDC, with the understandings, however, that CCDC is not relieved by that assignment of duties from any of its obligations set forth in the Agreement.

XXI. EQUAL EMPLOYMENT OPPORTUNITY

Neither CCDC nor any affiliate of CCDC performing services hereunder will discriminate against any employee or applicant for employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity and CCDC and such affiliates shall insure that they are afforded equal employment opportunity. CCDC certifies that it is in compliance with the provisions of chapter 214 of the Battle Creek City Ordinances which prohibit discrimination. CCDC agrees that breach of the obligations not to discriminate shall be a material breach of this contract.

XXII MISCELLANEOUS

22.01 No Partnership or Joint Venture. Nothing contained in the Agreement shall constitute or be construed to be or create a partnership or joint venture between the City on the one part and CCDC on the other part.

22.02 Modifications and Changes. The Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.

22.03 Understanding and Agreements. The Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the parties with respect to CCDC's management of the Facilities. CCDC makes no guarantee, warranty or representation that there will be profits or that there will not be losses from the operation of the Facilities.

22.04 Headings. The Article and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of the Agreement.

22.05 Approval or Consent. Whenever, under any provision of the Agreement, the approval or consent of either party is required, the decision thereon shall be given promptly and such approval; authorization or consent shall not be withheld unreasonably or arbitrarily. It is further understood and agreed that whenever under any provisions of the Agreement approval or consent is required, the approval or consent shall be deemed to have been duly given if such approval or consent is given by the person executing the Agreement or by one of the persons authorized by law or by any one of the persons, as the case may be, designated in a notification signed by or on behalf of CCDC.

22.06 Governing Law. The Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Michigan and the City of Battle Creek.

22.07 Binding Effect. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

22.08 Designations. Whenever the context of the Agreement requires the masculine gender includes the feminine or neuter and the singular number includes the plural.

22.09 Qualifications to do Business. CCDC shall be at all relevant times duly qualified, as required by law, to do business in the State of Michigan.

22.10 Applicability of General and Special Law. In case of an inconsistency between the terms of the Agreement and any applicable general or special law, said general or special law shall govern.

22.11 Contract Years. For purposes of the Agreement the term “contract year” shall mean a year commencing July 1st and ending June 30th.

22.12 Changes to Facilities. CCDC shall not make any significant or material changes or modifications to the Arena or Festival Market Square, its fixtures or equipment unless prior approval is obtained from the City. CCDC shall submit detailed drawings of its proposed alterations, additions, or modifications to the City for written approval and modification (at the sole discretion of the City) before making any such changes, modifications, or additions to the previously specified facilities that are in the best interest of the City, and the City shall use its best efforts not to interfere with, impede, or impair the ability of CCDC to effectively and soundly manage the previously specified facilities.

22.13 Office Space. The City shall provide CCDC with necessary office space in the Arena and such equipment as is currently available in the previously specified facilities. Any data, equipment or material furnished by the City to CCDC and any such data, equipment or materials that may be acquired by CCDC for use at the previously specified facilities, shall remain the property of the City, and when no longer needed for performance of this Agreement shall be returned to the City.

22.14 Severability. If any provision of the Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable or shall become a violation of any local, state or federal laws, then the same as is applied shall no longer be a part of the Agreement. The remainder of the Agreement, such provisions and the application thereof to other persons or circumstances shall not be affected thereby and the Agreement as so modified shall continue in full force and effect unless the elimination of such provision detrimentally affects the consideration any party is to receive under the Agreement.

22.15 Long-Term Contracts. CCDC shall not enter into any contracts relating to the management and/or services for the Facilities which extend beyond the term of the Agreement (as it may be terminated pursuant to Article XV), without obtaining the approval of the City.

22.16 Use of the Facilities by the City; Use of City Equipment by CCDC. The City shall have the right to use the Facilities or any part thereof for the benefit of the community without payment of any rental or use fee, except that direct out-of-pocket expenses incurred in connection with such uses shall be paid by the City within 30 days of receipt of a bill from CCDC, to be sent within 30 days of such usage. The City uses of the Facilities shall not be competitive with, nor conflict with events booked by CCDC,

and shall be booked at least ninety (90) days in advance, or with less notice, if CCDC agrees. The City shall allow CCDC to use City owned equipment necessary to the maintenance of the Facilities and various other parks, properties and facilities, without payment of any rental or use fee.

22.17 Michigan Business Tax. The City recognizes that CCDC may be responsible for the remittance of the Michigan business tax for the State of Michigan in connection with services provided under this Agreement. Payment of such tax shall be an expense item of the Facilities.

The parties have executed the Agreement effective as of _____

CITY OF BATTLE CREEK

CEREAL CITY DEVELOPMENT

By: _____

By: _____

Rebecca L. Fleury

Its: City Manager

Its: General Manager

Drafted by:

Jill Humphreys Steele
City Attorney
10 North Division
Battle Creek, MI 49014



Resolution NO. 483

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

BATTLE CREEK, MICHIGAN - 6/18/2024

Resolved by the Commission of the City of Battle Creek:

That a Closed Session of the City Commission shall be held following Commission Comments at the Regular City Commission Meeting Tuesday, June 18, 2024 in Room 302A, City Hall, Battle Creek, Michigan as permitted under Section 8(f) of the Open Meetings Act (OMA) "To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential."

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
6/18/2024

Action Summary

Staff Member: Jill Humphreys Steele, City Attorney

Department: City Attorney

SUMMARY

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

BUDGETARY CONSIDERATIONS

There are none.

HISTORY, BACKGROUND and DISCUSSION

This Resolution sets a Closed Session immediately following commission comments at the Regular City Commission Meeting on Tuesday, June 18, 2024, in Room 302A, Battle Creek, Michigan to review and consider the contents of applications for the position of Battle Creek City Attorney for the applicants who

have requested confidentiality.

Section 8(f) of the OMA permits a closed session "to review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential."

All of the applicants for the City Attorney position whose applications will be reviewed and considered have requested confidentiality.

Patsy Moore, Executive Recruiter with Michigan Municipal League, along with Michelle Hull, Human Resources Director for the City of Battle Creek have been integral in guiding the City Attorney Search Committee throughout this process and each have confidential application material to share with the Commission that will be done in the course of this Closed Session. The City Manager, as the designated secretary, will record and prepare appropriate minutes of this Closed Session.

DISCUSSION OF THE ISSUE

POSITIONS

The City Attorney recommends approval of this Resolution.

ATTACHMENTS:

File Name

Description

No Attachments Available