



Agenda: Battle Creek City Commission

Meeting Date: August 20, 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

PRESENTATIONS

Interim Financial Statements through June 30, 2024 - Aaron Kuhn Revenue Services Director

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

PETITIONS COMMUNICATIONS REPORTS

INTRODUCTION OF ORDINANCES

- 13-2024 A Proposed Ordinance, #13-2024, to amend Section 02, Articles X and XVII, of Chapter 212, "Rules of Procedure of the Commission," regarding Public Comment to ensure a better flow to the Business Meeting.
- 14-2024 A Proposed Ordinance, #14-2024, to amend Section 208.06, "Awarding of contracts," of Chapter 208, "Purchasing, Contracts, and Sales," limiting the authority of the City Manager to enter in to contracts directly benefiting the Transportation Authority of Calhoun County without first obtaining City Commission authorization.

PUBLIC COMMENTS REGARDING CONSENTAGENDAAND RESOLUTIONS NOT ON CONSENTAGENDA

(Limited to three minutes per individual)

COMMISSION COMMENT REGARDING MEETING BUSINESS

CONSENTAGENDA

Minutes:

Minutes for the August 13, 2024 City Commission Regular Meeting

Petitions, Communications, Reports:

City Manager's Report for August 20, 2024

Ambulance Report for July 2024

Review Committee Meeting Minutes for August 14, 2024

Resolutions:

- 530 A Resolution nominating Roger Ballard as the Commissioner Representative and Patty Hoch-Melluish as the Composting Facility Representative to the Calhoun County Materials Management Committee.
- 531 A Resolution appointing Breanne Humphreys as a new member to the AccessVision Board of Directors.
- 532 A Resolution reappointing John Godfrey to the Local Officers Compensation Committee.
- 533 A Resolution appointing Mark Stephens as a new member to the Sustainable Battle Creek Committee.
- 534 A Resolution appointing Carey Whitfield, Jose' Orozco, Dominic Oo, Jennifer LaGrand-Williams, Kaciana Champlin Hoffman, Mark Stephens and Clare Tanner as Initial Appointments, appointing Brandon Phenix and Mary Graniela as Alternate Initial Appointments, and appointing Michelle Hull, HR Director and Kimberly Holley, DEI Officer as ex-officio non-voting members under Chapter 286 for the Community Oversight Board.
- 535 A Resolution seeking authorization regarding contract renewals through May 31, 2027, with Shouldice Industrial Manufacturers and Contractors, Inc., for two contracted journeyman electricians to fill staffing gaps at the Wastewater Treatment Plant and Verona Pumping Station.

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

- 536 A Resolution seeking authorization for the City Manager to execute grant agreements for the FY 2025 Medicaid CHIP Lead Hazard Control Program (Agreement # E20252124-00) and the FY 2025 Lead Health Safety Program (Agreement #E20252118-00) with the Michigan Department of Health and Human Services (MDHHS).

GENERAL PUBLIC COMMENT

(Limited to three minutes per individual)

COMMISSION COMMENTS

ADJOURNMENT

It is the desire of the City Commission to encourage public expression in the course of its meetings. Such expression can be integral to the decision-making process of the City Commission. It is the intention of the City Commission to respect the rights of persons addressing the Commission. Public comment periods are a time for citizens to make comments; they are not intended as a forum for debate or to engage in question-answer dialogues with the Commission or staff. Commissioners are encouraged not to directly respond to speakers during public comment periods. At the conclusion of the speakers remarks, the Mayor or individual Commissioners may refer a question to City staff, if appropriate. Also, individual Commissioners may choose to respond to speakers during the

Commission Comment period. It is with these aims in mind, so as to promote decorum and civility and an orderly process for conducting its public meetings, that the following rules concerning public comments, consistent with applicable law, are adopted by the City Commission.

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

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

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

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

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

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

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

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

(ii) 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 - 8/20/2024

Beautiful Battle Creek Awards for August 2024

NPC 1

Deborah J. Decker
31 Greble Street
Battle Creek, MI 49014- Ward 3

NPC 2

No Nominations

NPC 3

No Nominations

-

NPC 4

No Nominations

NPC 5

Virgil D. Walters Jr
36 Bynum Drive
Battle Creek, MI 49017- Ward 1

NPC 11

Donald Bradstreet
224 Beckwith Drive
Battle Creek, MI 49015- Ward 4

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_for_August_2024.pdf	Beautiful Battle Creek Awards August 2024
☐ Beautiful_Battle_Creek_Award_31_Grebel_St.pdf	BBCA 31 Greble Street
☐ Beautiful_Battle_Creek_Award_36_Bynum_Dr.pdf	BBCA 36 Bynum Drive
☐ Beautiful_Battle_Creek_Award_224_Beckwith_Dr.pdf	BBCA 224 Beckwith Drive

Beautiful Battle Creek Awards for August 2024

NPC 1

Deborah J. Decker
31 Greble Street
Battle Creek, MI 49014- Ward 3

NPC 2

No Nominations

NPC 3

No Nominations

NPC 4

No Nominations

NPC 5

Virgil D. Walters Jr
36 Bynum Drive
Battle Creek, MI 49017- Ward 1

NPC 11

Donald Bradstreet
224 Beckwith Drive
Battle Creek, MI 49015- Ward 4

BEAUTIFUL BATTLE CREEK AWARD

PROUDLY PRESENTED TO
Deborah J. Decker
31 Greble Street

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 20th Day of August, Two Thousand Twenty Four.

James Moreno

NPC Chair

Mark Beland

Mayor



BEAUTIFUL BATTLE CREEK AWARD

PROUDLY PRESENTED TO
Virgil D. Walters Jr.
36 Bynum Drive

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Kathy Antaya

NPC Chair

Mark Beltrike

Mayor



BEAUTIFUL BATTLE CREEK AWARD

PROUDLY PRESENTED TO
Donald Bradstreet
224 Beckwith Drive

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Andrew Duke

NPC Chair

Mark Beland

Mayor





General Detail NO.

Interim Financial Statements through June 30, 2024 - Aaron Kuhn Revenue Services Director

BATTLE CREEK, MICHIGAN - 8/20/2024

Battle Creek City Commission
8/20/2024

Action Summary

Staff Member: Rebecca Forbes, Executive Assistant

Department: City Manager

SUMMARY

Interim Financial Statements through June 30, 2024 - Aaron Kuhn Revenue Services Director

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> FY_2024_Budget_Status_Report.Preliminary_thru_6.30.24.pdf	FY 2024 Budget Status Report.Preliminary thru 6.30.24

CITY OF BATTLE CREEK

FY 2024 BUDGET STATUS

PRELIMINARY THROUGH 6/30/24



August 20, 2024

BUDGET STATUS SUMMARY – AS OF JUNE 30, 2024

- *This presentation of the budget position is a PRELIMINARY look at the year end. We are still recording expenditures for the fiscal year as well as working through year-end reconciliations and adjustments in preparation for the annual audit that will begin in October. A final presentation of the audited financial statements will be made in December or early January.*
- *This financial environment continues to constantly change, and impacts at the State level as well as to our residents and neighbors are reflected in these financial statements.*
- *The Current Adjusted Budget column includes the year-end approved general fund amendment that was approved by the City Commission on June 18, 2024 with resolution number 481.*

General Fund Summary: For the year ending 6/30/24, the preliminary results show an addition to fund balance of \$2,137,919 with total revenues and other financing sources of \$58,512,833 and total expenditures and other financing uses of \$56,374,914. This is a \$1,628,315 more favorable difference from the \$509,604 adjusted budgeted addition to fund balance.

General Fund Revenue: Total revenues and transfers in are 104.87% of budget. This percentage includes \$1.126 million of unused ARPA lost revenue. Total revenues and other financing sources are at pre-pandemic levels.

The budget for **Interest Income** was increased \$650,000 with the year-end budget amendment. Current year actual numbers are expected to exceed \$1M based upon year-end estimates. This over-budget situation reflects the continued high interest rate environment offered by banks and money market accounts across the country. The **City's Income Tax Revenue** has experienced a year over year increase as well. The income tax original revenue budget of \$18.35M was a little more aggressive than previous year budgets. The year-end budget adjustment increased income tax revenues based on actual current year experience by \$329,500. Preliminary results show actual income tax revenues slightly over the adjusted budget by \$149,788 and over the prior year actual by \$765,829. Based on return to work guidance issued by some of the City's major employers, we expect this trend to continue.

The following table provides a comparison of **income tax collections** for the preliminary year ending June 30, 2024 compared to the same period last fiscal year.

	6/30/2023	6/30/2024	Difference	% Change
Personal & Partnership	18,387,494	19,601,492	1,213,998	6.60%
Corporate	1,709,748	1,612,986	(96,762)	-5.66%
Refunds	(2,032,783)	(2,384,190)	(351,407)	-17.29%
	18,064,459	18,830,288	765,829	4.24%

Property tax revenue for the year is \$157,316 under budget due to less than expected personal property tax revenue. There were minimal year-end adjustments to the property tax revenue accounts, and that revenue source continues to remain stable.

Recreation revenues for the year are a welcome surprise. Recreation charges for services is \$366,555 over the adjusted budget, and 4% higher than the prior year. The golf course again exceeded expectations with

revenues over budget by \$264k. Of the \$2,640,805 charges for services for recreation, \$1,555,868 are from the golf course.

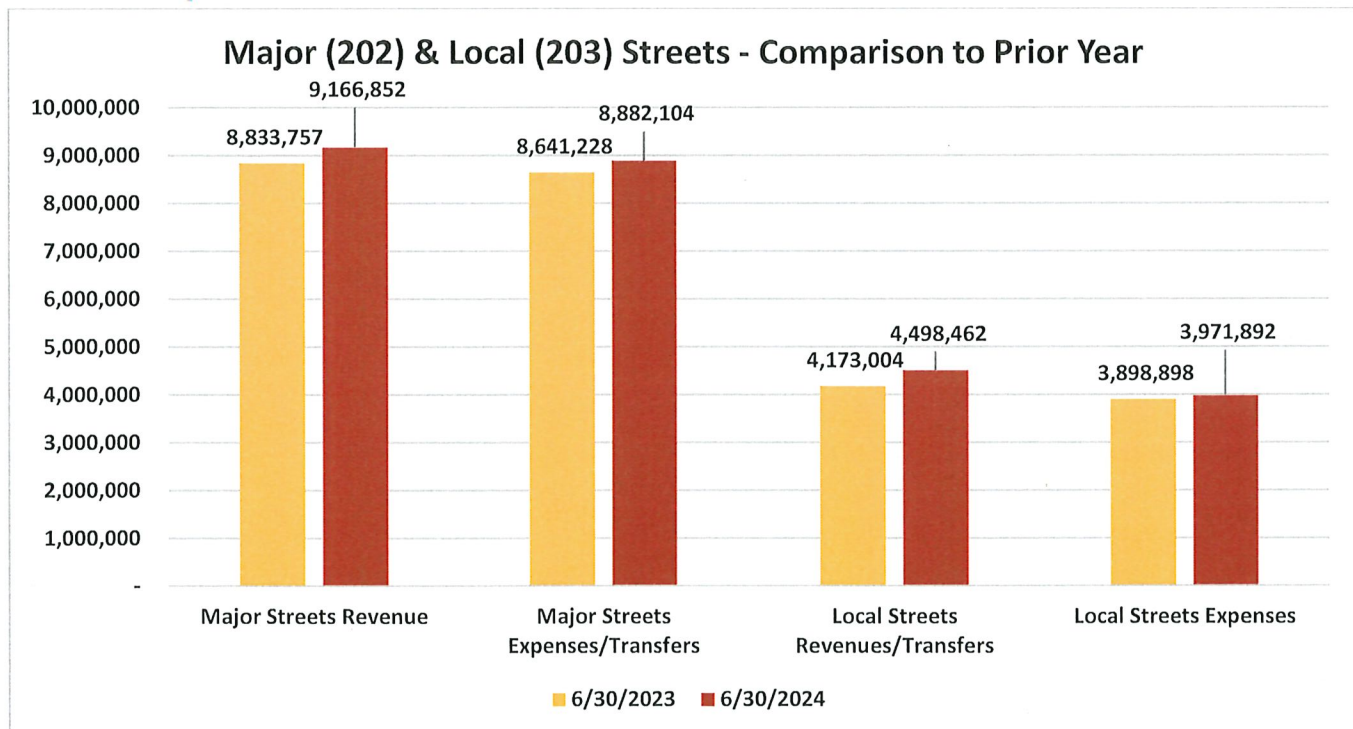
The year-end budget included a transfer from the American Rescue Plan Act (ARPA) fund for lost revenue/general government services in the amount of \$1.7M. Preliminary results show that as budgeted revenue “Transfer from Other” but only \$574k has been utilized as the need for the remainder did not materialize. Those remaining \$1.126M ARPA funds will be used for FY25 expenditures in the General Fund.

General Fund Expenditures: Total expenditures are 101.52% of budget, but accounts payable for the June 30, 2024 year continue to be intermittently processed. The reasoning for this is that the City received \$5.1M from the Protect MI Pension grant. Guidance issued by Michigan Department of Treasury required that the City recognize this as a both a revenue and expense on our general ledger, despite never seeing the money.

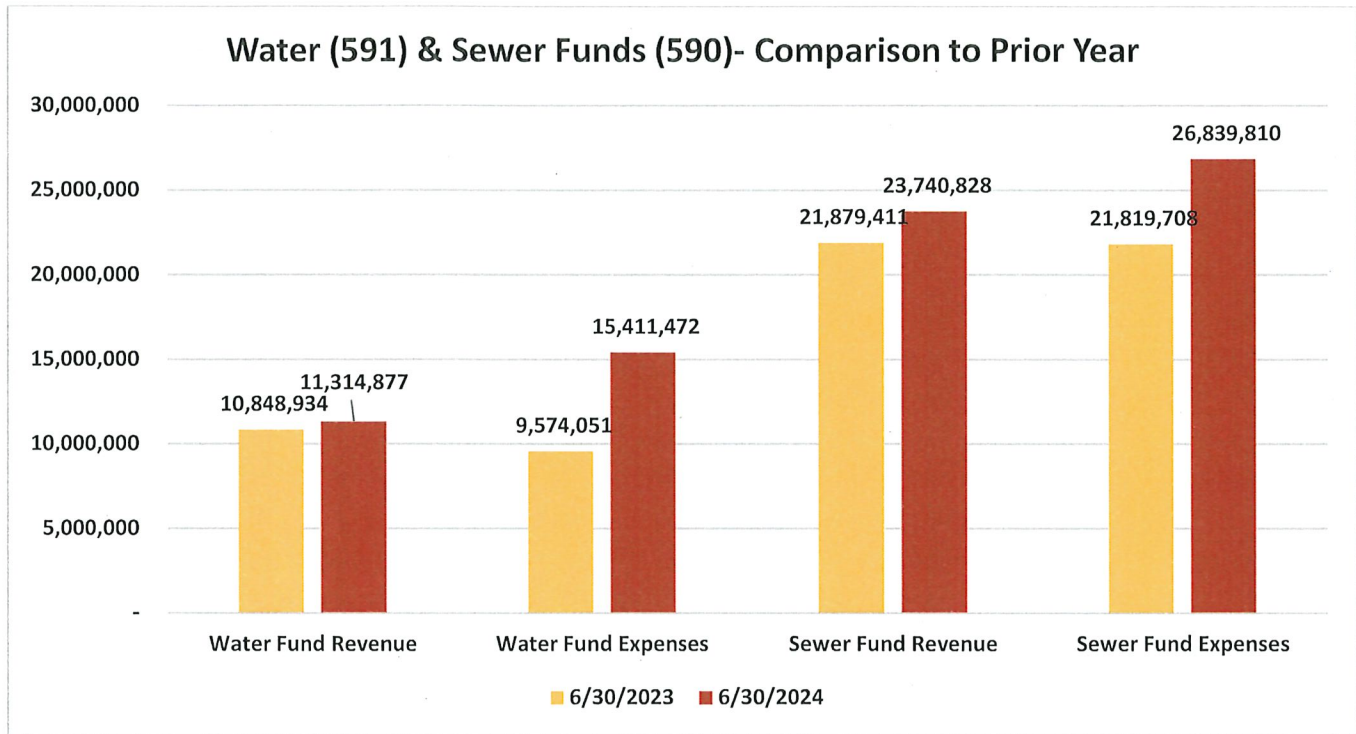
Preliminary results show both the Police and Fire department budgets came in under the adjusted budget for expenditures. Other financing uses decreased dramatically due in part to the recognition of ARPA revenue, mentioned above, and an increase in the pass through tax capture from the Lakeview DDA.

Other Funds Comparisons to Prior Years (PRELIMINARY): Many year-end accounting processes have not yet been completed for 6/30/24 (allowances for doubtful accounts, asset capitalization and depreciation, revenue accruals, deferred revenue adjustments, etc.).

Major and Local Street funds preliminary results are better than budget, primarily due to expenditure savings in the Major Street Fund (65.77% of budget), as well as higher than expected revenues in the Local Street Fund (111.84% of budget).



Sewer fund revenues have increased 8.51% from the prior year, and revenues in the **Water fund** have increased 4.29%. Expenses in both the water and sewer funds included amounts for substantial capital projects that are still ongoing. This contributes to the sewer fund showing 82.74% of budgeted expenditures for the year while water is at 111.43% of budget. There are a couple reasons for the variance in the Water Fund. There is a spend down of bond proceeds received in May 2023. There are significant capital expenditures in the Water Fund that will be capitalized and drop the percent of budget below 100%. Contributing to the below-expenditure-budget situation in the Sewer Fund is the debt service (92.73% of budget). This favorable position is attributed to the qualified energy conservation bonds interest subsidy received during the year of over \$183K. In order to be conservative, the entire debt service is budgeted in case of federal sequestration changes that would affect the expected amount of any subsidy.



CITY OF BATTLE CREEK, MICHIGAN
Statement of Revenue, Expenditures and Changes in Fund Balance
Budget and Actual
General Fund
For the Year Ending June 30, 2024

	Original Budget	Current Adjusted Budget	Current Year Actual	% CY Actual of Current Adjusted Budget	Prior Year Actual	% CY Actual Over (Under) PY Actual
Revenue						
Taxes:						
City Income Tax	\$ 18,351,000	\$ 18,680,500	\$ 18,830,288	100.80%	\$ 18,064,459	4.24%
Real Estate Taxes	\$ 15,380,162	\$ 15,388,362	\$ 15,209,286	98.84%	\$ 14,020,404	8.48%
Personal Property Taxes	\$ 2,311,991	\$ 2,058,291	\$ 2,068,700	100.51%	\$ 1,994,578	3.72%
Administrative Fees	\$ 802,742	\$ 802,742	\$ 814,093	101.41%	\$ 751,894	8.27%
Other Taxes	\$ 569,529	\$ 954,329	\$ 951,559	99.71%	\$ 587,876	61.86%
Total Taxes	\$ 37,415,424	\$ 37,884,224	\$ 37,873,925	99.97%	\$ 35,419,211	6.93%
Licenses and Permits	\$ 907,335	\$ 973,835	\$ 985,885	101.24%	\$ 1,105,075	-10.79%
Intergovernmental:						
State Shared - Statutory	\$ 1,895,209	\$ 1,808,609	\$ 1,730,521	95.68%	\$ 1,635,263	5.83%
State Shared - Constitutional	\$ 5,754,236	\$ 5,754,236	\$ 5,712,508	99.27%	\$ 5,657,431	0.97%
Other	\$ 880,000	\$ 880,000	\$ 2,296,995	261.02%	\$ 864,895	165.58%
Total Intergovernmental	\$ 8,529,445	\$ 8,442,845	\$ 9,740,024	115.36%	\$ 8,157,589	19.40%
Charges for Services:						
Recreation	\$ 2,105,150	\$ 2,274,250	\$ 2,640,805	116.12%	\$ 2,528,442	4.44%
Police Services	\$ 1,558,283	\$ 1,603,283	\$ 2,072,413	129.26%	\$ 1,255,508	65.07%
Other	\$ 77,500	\$ 77,500	\$ 119,336	153.98%	\$ 36,390	227.94%
Total Charges for Services	\$ 3,740,933	\$ 3,955,033	\$ 4,832,554	122.19%	\$ 3,820,340	26.50%
Fines and Forfeitures	\$ 50,000	\$ 100,000	\$ 98,359	98.36%	\$ 64,408	52.71%
Investment Income	\$ 400,000	\$ 1,050,000	\$ 1,003,465	95.57%	\$ 925,494	8.42%
Other:						
Rents and Leases	\$ 51,001	\$ 51,001	\$ 36,841	72.24%	\$ 35,425	4.00%
Contributions and Donations	\$ 500	\$ 500	\$ 142	28.43%	\$ 3,150	-95.49%
Miscellaneous	\$ 154,969	\$ 154,969	\$ 698,961	451.03%	\$ 358,971	94.71%
Administrative Reimbursements	\$ 63,200	\$ 63,200	\$ 19,270	30.49%	\$ 28,796	-33.08%
Total Other Revenue	\$ 269,670	\$ 269,670	\$ 755,215	280.05%	\$ 426,342	77.14%
Total Revenue	\$ 51,312,807	\$ 52,675,607	\$ 55,289,427	104.96%	\$ 49,918,459	10.76%
Total Revenue Less Property Taxes	\$ 33,620,654	\$ 35,228,954	\$ 38,011,442	107.90%	\$ 33,903,477	12.12%

CITY OF BATTLE CREEK, MICHIGAN
Statement of Revenue, Expenditures and Changes in Fund Balance
Budget and Actual
General Fund
For the Year Ending June 30, 2024

	Original Budget	Current Adjusted Budget	Current Year Actual	% CY Actual of Current Adjusted Budget	Prior Year Actual	% CY Actual Over (Under) PY Actual
Expenditures						
General Government:						
Administration:						
Mayor & Commission	\$ 159,492	\$ 213,492	\$ 210,472	98.59%	\$ 140,554	49.74%
City Clerk	\$ 429,314	\$ 429,314	\$ 439,250	102.31%	\$ 387,485	13.36%
City Manager	\$ 1,358,368	\$ 1,444,468	\$ 1,735,331	120.14%	\$ 1,027,814	68.84%
DEI Office	\$ -	\$ -	\$ 36	0.00%	\$ -	0.00%
City Hall	\$ 676,694	\$ 686,694	\$ 714,615	104.07%	\$ 692,830	3.14%
Neighborhood Code Compliance	\$ 350,160	\$ 350,160	\$ 393,437	112.36%	\$ 338,433	16.25%
Labor Relations	\$ 301,382	\$ 63,482	\$ 63,418	99.90%	\$ 113,060	-43.91%
Human Resources	\$ 567,787	\$ 567,787	\$ 559,120	98.47%	\$ 419,921	33.15%
Legal Department	\$ 1,244,406	\$ 1,244,406	\$ 1,425,172	114.53%	\$ 1,123,078	26.90%
Elections	\$ 544,779	\$ 263,379	\$ 263,366	99.99%	\$ 226,902	16.07%
Civil Service	\$ 160,214	\$ 124,614	\$ 113,980	91.47%	\$ 78,108	45.93%
Total Administration	\$ 5,792,596	\$ 5,387,796	\$ 5,918,197	109.84%	\$ 4,548,185	30.12%
Community Development:						
City Planning	\$ 571,331	\$ 571,756	\$ 595,516	104.16%	\$ 512,716	16.15%
Demolitions	\$ 147,000	\$ 233,773	\$ 192,276	82.25%	\$ 123,579	55.59%
Weed Control	\$ 88,619	\$ 88,619	\$ 60,765	68.57%	\$ 53,945	12.64%
Land Management	\$ 35,000	\$ 35,000	\$ 21,217	60.62%	\$ 12,958	63.74%
Total Community Development	\$ 841,950	\$ 929,148	\$ 869,774	93.61%	\$ 703,197	23.69%
Revenue Services:						
Finance	\$ 1,420,716	\$ 1,378,716	\$ 1,378,227	99.96%	\$ 1,203,920	14.48%
Assessing	\$ 614,709	\$ 629,709	\$ 625,485	99.33%	\$ 627,433	-0.31%
Purchasing	\$ 352,179	\$ 352,179	\$ 370,846	105.30%	\$ 336,788	10.11%
Treasurer's Office	\$ 406,104	\$ 471,104	\$ 558,793	118.61%	\$ 432,033	29.34%
Income Tax Division	\$ 608,098	\$ 633,098	\$ 725,930	114.66%	\$ 554,117	31.01%
Total Revenue Services	\$ 3,401,806	\$ 3,464,806	\$ 3,659,281	105.61%	\$ 3,154,290	16.01%
Total General Government	\$ 10,036,352	\$ 9,781,750	\$ 10,447,252	106.80%	\$ 8,405,672	24.29%

CITY OF BATTLE CREEK, MICHIGAN
Statement of Revenue, Expenditures and Changes in Fund Balance
Budget and Actual
General Fund
For the Year Ending June 30, 2024

	Original Budget	Current Adjusted Budget	Current Year Actual	% CY Actual of Current Adjusted Budget	Prior Year Actual	% CY Actual Over (Under) PY Actual
Expenditures (continued)						
Public Safety:						
Police Department:						
Administration	\$ 1,427,143	\$ 1,427,793	\$ 1,361,289	95.34%	\$ 1,219,367	11.64%
Crime Lab	\$ 1,054,163	\$ 1,054,163	\$ 1,113,657	105.64%	\$ 1,008,235	10.46%
Investigation	\$ 1,774,579	\$ 1,774,776	\$ 1,694,021	95.45%	\$ 1,742,326	-2.77%
Fleet Management/Vehicle Inspectio	\$ 665,366	\$ 665,366	\$ 522,799	78.57%	\$ 441,610	18.38%
Special Investigative Unit	\$ 1,392,152	\$ 1,392,152	\$ 1,301,702	93.50%	\$ 1,331,533	-2.24%
Fusion Center	\$ 847,619	\$ 847,619	\$ 764,839	90.23%	\$ 696,521	9.81%
Records Management System	\$ 139,170	\$ 139,170	\$ 133,058	95.61%	\$ 216,175	-38.45%
Management Services	\$ 988,549	\$ 1,007,756	\$ 1,078,697	107.04%	\$ 874,605	23.34%
Animal Control	\$ 569,787	\$ 569,787	\$ 648,479	113.81%	\$ 527,028	23.04%
Patrol	\$ 11,426,324	\$ 11,412,324	\$ 11,557,154	101.27%	\$ 11,503,156	0.47%
Community Service	\$ 661,046	\$ 661,046	\$ 881,631	133.37%	\$ 812,278	8.54%
Police Contracts	\$ 935,888	\$ 643,494	\$ 631,007	98.06%	\$ 473,090	33.38%
Officer Training	\$ 1,079,567	\$ 1,093,361	\$ 696,690	63.72%	\$ 1,060,079	-34.28%
PSO Study	\$ -	\$ -	\$ 12,892	0.00%	\$ 64,459	-80.00%
Detention Center	\$ 136,962	\$ 136,962	\$ 134,559	98.25%	\$ 129,770	3.69%
Total Police Department	\$ 23,098,315	\$ 22,825,769	\$ 22,532,473	98.72%	\$ 22,100,232	1.96%
Fire Department:						
Administration	\$ 1,305,507	\$ 1,305,507	\$ 1,563,578	119.77%	\$ 1,368,649	14.24%
Fire Fighting	\$ 12,572,124	\$ 12,318,772	\$ 12,049,956	97.82%	\$ 11,186,757	7.72%
Total Fire Department	\$ 13,877,631	\$ 13,624,279	\$ 13,613,534	99.92%	\$ 12,555,405	8.43%
Dispatch	\$ 716,700	\$ 716,700	\$ 715,756	99.87%	\$ 1,130,694	-36.70%
Emergency Services	\$ 532,336	\$ 532,336	\$ 465,873	87.51%	\$ 403,346	15.50%
Total Public Safety	\$ 38,224,982	\$ 37,699,084	\$ 37,327,636	99.01%	\$ 36,189,678	3.14%
Public Works:						
Storm Cleanup/Extraordinary Event	\$ -	\$ -	\$ -	0.00%	\$ 32	-100.00%
Parks Building & Maint	\$ 717,708	\$ 733,265	\$ 784,483	106.98%	\$ 565,642	38.69%
Willard Beach	\$ 61,082	\$ 66,463	\$ 94,846	142.70%	\$ 31,224	203.75%
Linear Park Maint & Development	\$ 118,704	\$ 136,562	\$ 132,228	96.83%	\$ 37,093	256.48%
Downtown Maintenance	\$ 897,179	\$ 899,147	\$ 971,470	108.04%	\$ 827,800	17.36%
Retention Basin Rehabilitation	\$ 100,000	\$ 100,000	\$ 100,000	100.00%	\$ 100,000	0.00%
Street Lighting	\$ 1,325,000	\$ 1,325,000	\$ 1,367,031	103.17%	\$ 1,072,875	27.42%
Outside Services	\$ 49,961	\$ 49,961	\$ 58,603	117.30%	\$ 103,139	-43.18%
Total Public Works	\$ 3,269,634	\$ 3,310,398	\$ 3,508,661	105.99%	\$ 2,737,804	28.16%

CITY OF BATTLE CREEK, MICHIGAN
Statement of Revenue, Expenditures and Changes in Fund Balance
Budget and Actual
General Fund
For the Year Ending June 30, 2024

	Original Budget	Current Adjusted Budget	Current Year Actual	% CY Actual of Current Adjusted Budget	Prior Year Actual	% CY Actual Over (Under) PY Actual
Expenditures (Continued)						
Recreation:						
Administration	\$ 284,988	\$ 284,988	\$ 280,216	98.33%	\$ 250,193	12.00%
Sports	\$ 510,164	\$ 510,164	\$ 563,622	110.48%	\$ 459,369	22.69%
Binder Park Golf Course	\$ 1,317,409	\$ 1,467,409	\$ 1,681,628	114.60%	\$ 1,415,643	18.79%
Youth Center & Water Park	\$ 1,045,943	\$ 1,045,943	\$ 1,210,324	115.72%	\$ 1,222,337	-0.98%
Total Recreation	\$ 3,158,504	\$ 3,308,504	\$ 3,735,791	112.91%	\$ 3,347,542	11.60%
Unallocated:						
Internal Admin Svcs Allocation	\$ (2,430,882)	\$ (2,430,882)	\$ (2,430,869)	100.00%	\$ (2,383,218)	2.00%
Other	\$ 363,786	\$ 366,768	\$ 240,383	65.54%	\$ 656,149	-63.36%
Total Unallocated	\$ (2,067,096)	\$ (2,064,114)	\$ (2,190,486)	106.12%	\$ (1,727,069)	26.83%
Total Expenditures	\$ 52,622,376	\$ 52,035,622	\$ 52,828,854	101.52%	\$ 48,953,627	7.92%
Revenue Over Expenditures	\$ (1,309,569)	\$ 639,985	\$ 2,460,573		\$ 964,832	
Other Financing Sources (Uses):						
2013 Capital Improvement Bonds	\$ (700,115)	\$ (700,115)	\$ (699,114)	99.86%	\$ (703,235)	-0.59%
2016 Capital Improvement Bonds	\$ (1,052,500)	\$ (1,052,500)	\$ (1,052,000)	99.95%	\$ (1,050,900)	0.10%
Transit Subsidy	\$ (1,025,947)	\$ (725,947)	\$ (1,025,947)	141.33%	\$ (288,946)	255.07%
Airport Subsidy	\$ (499,000)	\$ (499,000)	\$ (499,000)	100.00%	\$ (824,137)	-39.45%
Other	\$ (270,000)	\$ (270,000)	\$ (270,000)	100.00%	\$ (783,394)	-65.53%
Transfers From Component Units	\$ 2,345,977	\$ 2,345,977	\$ 2,452,202	104.53%	\$ 2,095,430	17.03%
Transfer from Other	\$ 1,897,204	\$ 771,204	\$ 771,204	100.00%	\$ 221,690	247.88%
Total Other Financing Sources (Uses)	\$ 695,619	\$ (130,381)	\$ (322,655)	247.47%	\$ (1,333,492)	-75.80%
Revenue and Other Sources Over (Under) Expenditures and Other Uses	\$ (613,950)	\$ 509,604	\$ 2,137,918		\$ (368,660)	
Fund Balance, Beginning of Year	\$ 13,567,739	\$ 13,567,739	\$ 13,567,739			
Fund Balance (Deficit), End of Period	\$ 12,953,789	\$ 14,077,343	\$ 15,705,657			

CITY OF BATTLE CREEK, MICHIGAN
Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
Special Revenue Funds
For the Year Ending June 30, 2024

	Major Street and Trunkline Maintenance Fund				
	Current Adjusted Budget	Current Year Actual	% CY Actual of Current Adjusted Budget	Prior Year Actual	% CY Actual Over (Under) PY Actual
Revenue					
Intergovernmental Revenue	\$ 8,540,000	\$ 9,049,688	105.97%	\$ 8,708,933	3.91%
Interest	\$ -	\$ 70,638	0.00%	\$ 62,670	12.71%
Rents and Leases	\$ 20,000	\$ 21,696	108.48%	\$ 22,347	-2.92%
Loan Collection (Distribution) and Other	\$ -	\$ 24,830	0.00%	\$ 39,807	-37.62%
Total Revenue	\$ 8,560,000	\$ 9,166,852	107.09%	\$ 8,833,757	3.77%
Expenditures					
Highways and Streets	\$ 9,704,383	\$ 6,382,104	65.77%	\$ 6,141,228	3.92%
Total Expenditures	\$ 9,704,383	\$ 6,382,104	65.77%	\$ 6,141,228	3.92%
Revenue Over (Under) Expenditures	\$ (1,144,383)	\$ 2,784,748		\$ 2,692,529	
Other Financing Sources (Uses)					
Operating Transfers Out:					
Local Streets Fund	\$ (2,000,000)	\$ (2,000,000)	100.00%	\$ (2,000,000)	0.00%
Major Street Const. Fund	\$ (500,000)	\$ (500,000)	100.00%	\$ (500,000)	0.00%
Other	\$ -	\$ -	0.00%	\$ -	0.00%
Total Other Financing Sources (Uses)	\$ (2,500,000)	\$ (2,500,000)	100.00%	\$ (2,500,000)	0.00%
Revenue and Other Sources Over (Under) Expenditures and Other Uses	\$ (3,644,383)	\$ 284,748		\$ 192,529	
Fund Balance, Beginning of Year	\$ 4,527,301	\$ 4,527,301			
Fund Balance (Deficit), End of Period	\$ 882,918	\$ 4,812,049			

CITY OF BATTLE CREEK, MICHIGAN
Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
Special Revenue Funds
For the Year Ending June 30, 2024

	Local Street Fund				
	Current Adjusted Budget	Current Year Actual	% CY Actual of Current Adjusted Budget	Prior Year Actual	% CY Actual Over (Under) PY Actual
Revenue					
Intergovernmental Revenue	\$ 2,234,000	\$ 2,361,484	105.71%	\$ 2,056,119	14.85%
Interest	\$ -	\$ 135,192	0.00%	\$ 115,015	17.54%
Loan Collection (Distribution) and Other	\$ -	\$ 1,786	0.00%	\$ 1,870	-4.47%
Total Revenue	\$ 2,234,000	\$ 2,498,462	111.84%	\$ 2,173,004	14.98%
Expenditures					
Highways and Streets	\$ 3,837,167	\$ 3,971,892	103.51%	\$ 3,898,898	1.87%
Total Expenditures	\$ 3,837,167	\$ 3,971,892	103.51%	\$ 3,898,898	1.87%
Revenue Over (Under) Expenditures	\$ (1,603,167)	\$ (1,473,430)		\$ (1,725,894)	
Other Financing Sources (Uses)					
Operating Transfers In:					
Major Street, General Fund and Other	\$ 2,000,000	\$ 2,000,000	100.00%	\$ 2,000,000	0.00%
Total Other Financing Sources (Uses)	\$ 2,000,000	\$ 2,000,000	100.00%	\$ 2,000,000	0.00%
Revenue and Other Sources Over (Under) Expenditures and Other Uses	\$ 396,833	\$ 526,570		\$ 274,106	
Fund Balance, Beginning of Year	\$ 1,217,339	\$ 1,217,339			
Fund Balance (Deficit), End of Period	\$ 1,614,172	\$ 1,743,909			

CITY OF BATTLE CREEK, MICHIGAN
Statement of Revenue, Expenditures and Changes in Working Capital
Budget Basis
Sanitary Sewer and Wastewater Plant Fund
For the Year Ending June 30, 2024

	Current Adjusted Budget	Current Year Actual	% CY Actual of Current Adjusted Budget	Prior Year Actual	% CY Actual Over (Under) PY Actual
Revenues					
Charges for Services:					
Residential	\$ 6,950,000	\$ 6,575,620	94.61%	\$ 6,937,157	-5.21%
Commercial	\$ 4,100,000	\$ 3,994,211	97.42%	\$ 4,169,678	-4.21%
Industrial	\$ 6,710,000	\$ 6,989,712	104.17%	\$ 6,310,633	10.76%
Pennfield	\$ 900,000	\$ 855,988	95.11%	\$ 840,010	1.90%
Emmett	\$ 1,875,000	\$ 1,692,368	90.26%	\$ 1,777,397	-4.78%
Springfield	\$ 1,000,000	\$ 1,004,902	100.49%	\$ 970,142	3.58%
Bedford	\$ 390,000	\$ 333,439	85.50%	\$ 361,358	-7.73%
East Leroy	\$ 21,000	\$ 19,474	92.73%	\$ 21,197	-8.13%
Sewer Service	\$ 100,000	\$ 10,050	10.05%	\$ 7,840	-28.19%
Interest Income	\$ 325	\$ 336,036	103395.71%	\$ 322,495	4.20%
Other Intergovernmental Revenue	\$ -	\$ 1,129,379	0.00%	\$ -	0.00%
Miscellaneous	\$ 40,000	\$ 799,649	1999.12%	\$ 161,504	395.13%
Total Revenue	\$ 22,086,325	\$ 23,740,828	107.49%	\$ 21,879,411	8.51%
Expenses					
Utility Administration	\$ 1,036,872	\$ 1,003,579	96.79%	\$ 883,080	13.65%
Collection	\$ 3,383,003	\$ 3,765,624	111.31%	\$ 8,262,400	-54.42%
Operations	\$ 8,386,353	\$ 7,887,694	94.05%	\$ 6,751,035	16.84%
Maintenance	\$ 4,033,337	\$ 3,960,557	98.20%	\$ 3,674,719	7.78%
Laboratory Services	\$ 875,379	\$ 885,169	101.12%	\$ 751,311	17.82%
Sanitary Sewer Program	\$ 5,350,000	\$ 6,716,616	125.54%	\$ 1,647,528	307.68%
Meter Replacement	\$ 100,000	\$ 122,373	122.37%	\$ 49,276	148.34%
Solids Handling Rehab	\$ 3,301,830	\$ 1,151,554	34.88%	\$ 968,857	18.86%
WWTP Rehabilitation	\$ 4,405,173	\$ 19,966	0.45%	\$ 194,750	-89.75%
Debt Service	\$ 1,261,349	\$ 1,169,677	92.73%	\$ 299,387	0.00%
Operating Transfers Out	\$ 100,000	\$ 101,250	101.25%	\$ 100,000	0.00%
Capital Outlay	\$ 205,049	\$ 55,749	27.19%	\$ (1,762,635)	-103.16%
Total Expenses	\$ 32,438,345	\$ 26,839,810	82.74%	\$ 21,819,708	23.01%
Revenue Over (Under) Expenses	\$ (10,352,020)	\$ (3,098,982)		\$ 59,703	
Working Capital, Beginning of Year	\$ 19,288,141	\$ 19,288,141			
Working Capital, End of Period	\$ 8,936,121	\$ 16,189,159			

CITY OF BATTLE CREEK, MICHIGAN
Statement of Revenue, Expenditures and Changes in Working Capital
Budget Basis
Water Fund
For the Year Ending June 30, 2024

	Current Adjusted Budget	Current Year Actual	% CY Actual of Current Adjusted Budget	Prior Year Actual	% CY Actual Over (Under) PY Actual
Revenues					
Charges for Services:					
Residential	\$ 4,000,000	\$ 3,976,324	99.41%	\$ 4,296,587	-7.45%
Commercial	\$ 2,700,000	\$ 2,424,848	89.81%	\$ 2,560,675	-5.30%
Industrial	\$ 1,930,000	\$ 1,712,003	88.70%	\$ 1,787,340	-4.22%
Pennfield	\$ 60,000	\$ 45,768	76.28%	\$ 51,136	0.00%
Emmett	\$ 805,000	\$ 790,545	98.20%	\$ 854,806	-7.52%
Springfield	\$ 33,000	\$ 284,067	860.81%	\$ 279,830	1.51%
Bedford	\$ 115,000	\$ 105,116	91.40%	\$ 116,559	-9.82%
East Leroy	\$ 17,000	\$ 15,067	88.63%	\$ 16,311	0.00%
Water Service	\$ 310,000	\$ 339,705	109.58%	\$ 347,612	0.00%
Interest Income	\$ (40,000)	\$ 455,335	0.00%	\$ 143,034	218.34%
Transfers In	\$ -	\$ 12,986	0.00%	\$ 16,120	0.00%
Miscellaneous	\$ 381,878	\$ 1,153,112	301.96%	\$ 378,925	204.31%
Total Revenue	\$ 10,311,878	\$ 11,314,877	109.73%	\$ 10,848,934	4.29%
Expenses					
Utility Administration	\$ 2,041,990	\$ 1,731,402	84.79%	\$ 1,444,951	19.82%
Billing and Collections	\$ 276,915	\$ 306,181	110.57%	\$ 292,430	4.70%
Field Services	\$ 3,392,131	\$ 3,703,319	109.17%	\$ 4,496,997	-17.65%
Meter Shop	\$ 348,999	\$ 307,836	88.21%	\$ 312,989	-1.65%
Verona Pumping station	\$ 2,425,645	\$ 2,752,567	113.48%	\$ 2,213,531	24.35%
Wellhead Protection	\$ 70,000	\$ 59,819	85.46%	\$ 30,565	95.71%
Watermain Program	\$ 4,433,751	\$ 3,315,995	74.79%	\$ 1,948,584	70.17%
Other Projects	\$ 723,278	\$ 2,634,769	364.28%	\$ 733,117	259.39%
Debt Service	\$ -	\$ 501,806	0.00%	\$ -	0.00%
Operating Transfers Out	\$ 75,000	\$ 75,000	100.00%	\$ 75,000	0.00%
Capital Outlay	\$ 43,000	\$ 22,778	52.97%	\$ (1,974,114)	-101.15%
Total Expenses	\$ 13,830,709	\$ 15,411,472	111.43%	\$ 9,574,051	60.97%
Revenue Over (Under) Expenses	\$ (3,518,831)	\$ (4,096,595)		\$ 1,274,884	
Working Capital, Beginning of Year	\$ 22,120,510	\$ 22,120,510			
Working Capital, End of Period	\$ 18,601,679	\$ 18,023,915			



Ordinance

NO. 13-2024

A Proposed Ordinance, #13-2024, to amend Section 02, Articles X and XVII, of Chapter 212, "Rules of Procedure of the Commission," regarding Public Comment to ensure a better flow to the Business Meeting.

BATTLE CREEK, MICHIGAN - 8/20/2024

The City of Battle Creek Ordains:

That Section 1. A proposed Ordinance, #13-2024, to amend Section 02, Articles X and XVII, of Chapter 212, "Rules of Procedure of the Commission," amending Public Comment to ensure a better flow to the Business Meeting, as attached hereto and made a part hereof.

Section 2. Should any section, clause or phrase of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

Section 3. All ordinances or parts of ordinances, in conflict with any of the provisions of this Ordinance, are hereby repealed, saving any prosecution, criminal or administrative appeal pending on, or violation cited on or before the effective date of this Ordinance, which shall remain subject to the ordinance provision existing at the time of the alleged violation.

Section 4. Except as otherwise provided by law, this Ordinance shall take effect ten (10) days from the date of its adoption, in accordance with the provisions of Section 4.3(B) of Chapter 4 of the City Charter.

Battle Creek City Commission
8/20/2024

Action Summary

Staff Member: William Kim, City Attorney

Department: City Attorney

SUMMARY

A Proposed Ordinance, #13-2024, to amend Section 02, Articles X and XVII, of Chapter 212, "Rules of Procedure of the Commission," regarding Public Comment to ensure a better flow to the Business Meeting.

BUDGETARY CONSIDERATIONS

There are none.

HISTORY, BACKGROUND and DISCUSSION

The Open Meetings Act (OMA), Act 267 of 1976, requires Public Comment be offered at meetings of public bodies, but it only requires that one opportunity for public comment be offered at a meeting. MCL 15.263(5) also provides that persons must be permitted to address a meeting of the "public body under rules established and recorded by the public body."

The City of Battle Creek rules of procedure as set out in Chapter 212 currently permit a separate period of public comment, not to exceed three minutes, for comment specifically regarding the ordinance introductions and ordinance adoptions. Battle Creek's Rules of Procedure also currently provide for three minutes of public comment for any consent agenda item and/or resolutions not on the consent agenda, in addition to three minutes of general public comment at the end of the meeting.

This proposed ordinance amendment is modeled after the City of Grand Rapids, providing one collective period of public comment for all legislative items on the agenda, one period of general public comment, and public comment for public hearings where required by law. The exception is that this proposed amendment increases public comment for all legislative agenda items from three minutes to four. In addition, this proposed ordinance amendment would move up the period of public comment for all agenda items to take place prior to any ordinance introductions or adoptions. The goal of the proposed ordinance amendments is to ensure a better flow to the business meeting. The proposed ordinance amendment satisfies the requirements of the Open Meetings Act and all other legal requirements.

DISCUSSION OF THE ISSUE

POSITIONS

Pursuant to the Procedure set out in City Ordinance 212.02(IX), Commissioner Lance requested that Proposed Ordinance #13-2024 be placed on the July 16 agenda for introduction, and the request was co-sponsored by Mayor Behnke and Vice Mayor Sofia.

Proposed Ordinance #13-2024 was postponed to the second meeting in August, specifically August 20, 2024, by the Battle Creek City Commission at their Regular meeting held on July 16, 2024.

ATTACHMENTS:

File Name	Description
❑ 212.02_X_and_XVII_Redline.pdf	Chapter 212.02 X and XVII Redline July 2024 Public Comment
❑ 212.02_X_and_XVII_CLEAN.pdf	Chapter 212.02 X and XVII CLEAN July 2024 Public Comment
❑ City_of_Grand_Rapids_Public_Comment.pdf	City of Grand Rapids Sample Agenda showing public comment

212.02 RULES OF PROCEDURE OF THE COMMISSION.

Rules of Procedure of the City Commission are hereby established as follows:

* * *

X.

The order of business at meetings of the Commission shall be as follows, except when otherwise agreed to by the Commissioners:

- (1) Invocation;
- (2) Pledge of Allegiance;
- (3) Proclamations and awards;
- (4) Chair notes any added or deleted resolutions;
- (58) Public comment regarding any specific consent agenda ~~item and resolutions not on consent agenda~~;
- (65) Public hearings;
- (76) Introduction of ordinances;
- (87) Adoption of ordinances;
- (9) Commission comment regarding meeting business;
- (10) Consent agenda;
- (11) Resolutions not included in the consent agenda.
- (12) General public comment;
- (13) Commission comments;
- (14) Recess;
- (15) Governance agenda;
- (16) Closed session (when needed); and
- (17) Adjournment.

* * *

XVII.

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 speaker's 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 business 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, but only when the law requires a separate period of public comment, 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.~~

~~(cd)~~ During the public comment period on any specific agenda item, whether it be a public hearing, an ordinance introduction or adoption, a consent agenda item, or ~~a~~ resolutions not on the consent agenda, each speaker may address the Commission once, regarding anything on the ~~consent-meeting~~ agenda ~~and resolutions not on the consent agenda~~, for a total not to exceed ~~four~~ 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.

~~(de)~~ 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.

~~(ef)~~ 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 subsection 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 their 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 subsection 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.

212.02 RULES OF PROCEDURE OF THE COMMISSION.

Rules of Procedure of the City Commission are hereby established as follows:

* * *

X.

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- (1) Invocation;
- (2) Pledge of Allegiance;
- (3) Proclamations and awards;
- (4) Chair notes any added or deleted resolutions;
- (5) Public comment regarding any specific agenda item;
- (6) Public hearings;
- (7) Introduction of ordinances;
- (8) Adoption of ordinances;
- (9) Commission comment regarding meeting business;
- (10) Consent agenda;
- (11) Resolutions not included in the consent agenda.
- (12) General public comment;
- (13) Commission comments;
- (14) Recess;
- (15) Governance agenda;
- (16) Closed session (when needed); and
- (17) Adjournment.

* * *

XVII.

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 speaker's 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 business 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, but only when the law requires a separate period of public comment, 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 public comment period on any specific agenda item, whether it be a public hearing, an ordinance introduction or adoption, a consent agenda item, or a resolution not on the consent agenda, each speaker may address the Commission once, regarding anything on the meeting agenda, for a total not to exceed four minutes regardless of how many agenda items the speaker is addressing, which time period may be lengthened or shortened by the Mayor or presiding officer when appropriate.

(d) 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.

(e) 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 subsection 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 their 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 subsection 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.

CITY OF GRAND RAPIDS
CITY COMMISSION
TUESDAY, JUNE 4, 2024
2:00 PM

Welcome to the Grand Rapids City Commission Meeting. This session is the final process in the consideration of the items listed on the following agenda. All of these agenda items have been thoroughly reviewed and discussed in the various Standing Committees of the City Commission which meet on Tuesday morning. **To view supporting documents for agenda items, please visit: www.grandrapidsmi.gov/commission.**

Persons who need reasonable accommodation to participate, are asked to contact the City Clerk's Office at 616-456-3010 or cityclerk@grcity.us.

Expected Meeting Procedures

1. Depending on the meeting there can be multiple opportunities for public comment.
 - The First is limited to items on the Commission's agenda that are slated to be voted on
 - The Second is for specially scheduled required public hearings
 - The Third is for any issue you would like to bring to the attention of the Commission
2. You may only speak once on each issue.
3. All comments are to be limited to 3 minutes.
4. City Commission meetings are to be a safe place for everyone involved, as such:
 - No clapping, cheering, or holding up of signs
 - Please refrain from swearing, name calling and/or making derogatory comments directed toward a person's race, religion, nation of origin, etc.
5. Do not request or expect comment from the Commission.
6. Please turn OFF cellular phones.

- I. **CALL TO ORDER**
- II. **MOMENT OF SILENCE**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ROLL CALL**

V. **PUBLIC COMMENTS ON AGENDA ITEMS** – Prior to consideration of the official business, citizens may speak to subjects on today's agenda which are slated to be voted on. The items to be addressed during this time are located in the highlighted section headings. (Please limit comments to 3 minutes.)

VI. **APPROVAL OF MINUTES**

1. Minutes of 05/21/2024 7:00 PM

VII. **PETITIONS AND COMMUNICATIONS** – Communications addressed to the City Commission are distributed to all members and are acknowledged for information, or are referred to a committee or staff for follow up.

1. Communication received from Bruce Tinker, Grand Rapids Civic Theatre Executive Director, expressing concerns for adjusting parking rates
2. Communication received from The Arts and Cultural Collective Grand Rapids outlining priorities and hopes for moving forward with the arts and culture economic impact study
3. Communication received from Jesse Bernal regarding their resignation from the Community Relations Commission
4. Communication received from Andy Johnston regarding their resignation from the Vital Streets Oversight Commission
5. Communication received from Mark Baker, Soft Lights Foundation President, regarding the FDA decision not to regulate LED products
6. Communication received from Marsha Plafkin regarding a Federal Trade Commission complaint
7. Communications (47) received expressing support for dropping the charges against the four protestors arrested on May 15, 2024 in downtown Grand Rapids

VIII. **REPORTS OF CITY OFFICERS** – The City Manager, City Attorney, City Clerk, City Treasurer, and City Comptroller may submit reports or information directly to the City Commission for consideration.

1. Report of Bond Sale – \$72,770,000 Series 2024 Capital Improvement Bonds for Scribner & Amphitheater
2. The City Clerk submitted copies of the General Retirement System Annual Actuarial Valuation for the year ending December 31, 2023
3. Comptroller's Warrant Report for the period of May 08, 2024 through May 21, 2024 in the amount of \$17,626,870.89 and Monthly Travel & Fund Reports

4. Treasurer's Report for Period of May 7, 2024, through May 21, 2024

IX. CONSENT AGENDA AND REPORTS OF STANDING COMMITTEES

A. CONSENT AGENDA APPROVAL

B. COMMITTEE ON APPOINTMENTS The Committee considers and makes recommendations on appointments to the City's various boards and commissions.

1. Resolution confirming Mayor Bliss' appointment of Michael Cary to the Housing Appeals Board
2. Resolution confirming Mayor Bliss' appointment of Zachary Verhulst to the Westside Corridor Improvement Authority

C. FISCAL COMMITTEE The Committee considers and makes recommendations on matters referring to bids, claims, and other financial matters of the City.

1. Resolution recognizing Hope for Single Moms as a local civic organization
2. Resolution allocating \$13,532.08 of GVSU's Belknap property voluntary payment funds to Neighbors of Belknap Lookout for community benefits
3. Resolution Authorizing Additional Payment to Kent County Drain Commissioner of FY 2024 Maintenance Assessments for Knapp's Corner Drain in the amount of \$153,993.16.
4. Resolution to approve a contract extension in the amount of \$75,000 with The Johnson Center for Philanthropy for program evaluation services in support of the City's Participatory Budgeting (PBGR) projects
5. Resolution approving execution of a contract with Arbor Circle for implementation of a community-based mental health and wellness initiative in the Second Ward in the amount of \$350,000
6. Resolution approving two change orders to the contract between Highstreet IT Solutions, LLC and the City of Grand Rapids in an amount not to exceed two million four hundred thousand dollars (\$2,400,000).
7. Resolution Confirming Uptown Business Improvement District Special Assessment Roll Number 8786
8. Resolution accepting The Wege Foundation grant of \$399,500 for the Office of Sustainability to hire two full-time staff.
9. Resolution authorizing contracts and payments not to exceed \$250,000 to

3Degrees and Sol Systems for the purchase of 23,000 megawatt hours per year of renewable energy credits for 2024 and 2025

10. Resolution authorizing the publication of a notice of intent to issue bonds for public improvements in an amount not to exceed \$28 Million
11. Bid List Resolution for June 4, 2024

D. COMMUNITY DEVELOPMENT COMMITTEE The Committee considers and makes recommendations on matters concerning public service, public improvements, streets, traffic and public buildings.

1. Resolution approving a Fireworks Discharge Permit for High Tech Special Effects for indoor special effects at the Van Andel Arena in connection with the Foreigner Farewell Tour 2024 concert on June 11, 2024
2. Resolution approving a Fireworks Discharge Permit to ImageSFX for indoor special effects at the Van Andel Arena in connection with the A Day To Remember concert on June 15, 2024
3. Resolution approving a Fireworks Discharge Permit for Arthur Rozzi Pyrotechnics in connection with the Grand Rapids Fireworks event on Saturday, July 6, 2024
4. Resolution authorizing a Memorandum of Understanding with the Lower Grand River Organization of Watersheds for the promotion, communication, and education about the Lower Grand River Water Trail
5. Resolution setting July 16, 2024, as the date to consider an ordinance rezoning 385 Leonard Street NE from the NOS (Neighborhood Office Service) Zone District to SD-PRD (Special Districts–Planned Redevelopment District) to facilitate construction of a five-story apartment building with up to 186 dwelling units
6. Resolution scheduling a Public Hearing for July 16, 2024 to consider the Commemorative Designation of the intersection of Henry Avenue and Logan Street as “Cliff’s Corner” in honor of Rev. Dr. Clifton Rhodes, Jr.
7. Resolution approving a Grant Application to the Michigan Department of Transportation Shared Streets and Spaces Program for the Leonard Street NE Midblock Pedestrian Hybrid Beacon Crossing Project
8. Resolution scheduling a public hearing for July 16, 2024, to consider a Brownfield Plan Amendment for the Benjamin Flats Redevelopment Project at 916 Benjamin Avenue NE
9. Resolution approving and authorizing execution and delivery of one or

more quit claim deeds to the Grand Rapids Housing Commission for the purposes of clarifying property ownership of six (6) parcels and facilitating the sale and conveyance of the properties by the Grand Rapids Housing Commission

10. Resolution approving an option agreement and the eventual sale of 1301 Logan Street SE, pursuant to City Commission Policy 900-63
11. Resolution approving extensions to contracts and an increase of \$950,000 for Utility Improvement at Various Locations - Contract 2021 for a total not-to-exceed \$2,850,000
12. Resolution awarding a contract with SPS Pro Plumbing, LLC for the Replacement of Lead Service Lines at Various Locations - Contract 2024-1 in the amount of \$3,338,848 with a total project cost not-to-exceed \$4,054,900
13. Resolution awarding a contract with Groundhawg Landscaping & Excavating, LLC for the Replacement of Lead Service Lines at Various Locations - Contract 2024-2 in the amount of \$3,850,300 with a total project cost not-to-exceed \$4,612,200
14. Resolution awarding a contract with Diversco Construction Company, Inc. for Improvements to the Water System at Various Locations in the amount of \$1,475,624 with total amount not-to-exceed \$1,997,000
15. Resolution approving an increase to the Professional Services Agreement with Clark Construction Company for Construction of City Facilities at 1500 Scribner in the amount of \$9,311,779 with total amount not-to-exceed \$81,174,809
16. Resolution approving a Cost-Sharing Agreement in the amount of \$1,674,500 with Factory Yards Development, L.L.C. in connection with the Reconstruction of Godfrey Avenue from Oxford Street to Chestnut and of Chestnut Street from 1,300' West of Godfrey Avenue to Godfrey Avenue
17. Resolution approving an agreement with MDOT for the Reconstruction of Valley Avenue from Fulton St. to Bridge St and authorizing \$2,824,504 for the local share of project costs.
18. Resolution approving a Grant Application to the U.S. Department of Transportation, Active Transportation Infrastructure Investment Program, in connection with Nonmotorized Transportation Improvements

E. COMMITTEE OF THE WHOLE The Committee considers all matters that are desired to be deliberated in committee by the full City Commission. Most ordinances and licensing matters are brought before this committee.

1. Resolution approving the request from Sip Shine, LLC, for a new On-Premises Tasting Room license to be located at 401 Stocking Ave NW
2. Resolution revising the existing East Hills Social District to modify the location of the commons area
3. Resolution approving polling locations and early voting sites for the August 2024 Primary Election and fixing inspector pay for Early Voting, Absent Voter Counting Board, and Precinct Inspectors.
4. Resolution approving an amendment to the memorandum of understanding between Downtown Grand Rapids Inc., Kendall College of Art and Design of Ferris State University (KCAD), and the City of Grand Rapids for establishment of ArtPrize 2.0
5. Resolution establishing an Obsolete Property Rehabilitation District, pursuant to PA 146 of 2000, for JV Enterprise, LLC at 2037 Division Avenue S
6. Resolution approving a ten-year Obsolete Property Rehabilitation Exemption Certificate, pursuant to PA 146 of 2000, for JV Enterprise, LLC at 2037 Division Avenue S
7. Resolution Adopting the Grand Valley Regional Biosolids Authority (GVRBA) FY2025 Operations and Maintenance Budget in the amount of \$12,493,825

X. ITEMS REMOVED FROM CONSENT

1. Resolution to approve an agreement with Seeding Justice Grand Rapids in the amount of \$711,364.18 to serve underserved communities, invest in business development, facilitate employment opportunities, and provide grants to the local community in accordance with the City's Social Equity Policy.

XI. ORDINANCES TO BE ADOPTED

1. Salary Ordinance amending Section 4.2 of Ordinance 2022-33, Range Change for Equipment Maintenance Supervisor
2. Salary Ordinance amending Section 3.2 of Ordinance 2022-40, New Classification - Chief Sustainability Officer
3. Ordinance amending Section 1 of the Budget Ordinance 2023-15 for Fiscal Year 2024 (Amendment No. 12)

XII. **CITY COMMISSION RESOLUTIONS** – Resolutions to be deliberated by the City Commission but which come directly to the City Commission rather than from one of the Standing Committees.

XIII. **PUBLIC HEARINGS** – Public hearings are scheduled to allow citizens to speak on subjects which will be before the City Commission for action at a future date. Speakers may address the Commission once on each hearing.

1. Public hearing to consider a First Amendment to the Brownfield Plan Amendment for the Vandenberg Center Redevelopment Project located at 111 Lyon Street NW
2. Public hearing to consider the establishment of a Neighborhood Enterprise Zone for the Vandenberg Center project located at 111 Lyon Street NW

XIV. **PUBLIC COMMENTS** – At the conclusion of the official business and public hearings, the agenda provides for public comment on any other matters citizens may wish to bring to the attention of the City Commission. (Please limit comments to 3 minutes.)

XV. **COMMENTS BY COMMISSIONERS**

DOCUMENTS FILED

XVI. **ADJOURNMENT**

**CITY COMMISSION
GLOSSARY OF TERMS**

TERM	DEFINITION
Adjournment	To close the meeting.
Adopt	To accept or approve; i.e., an ordinance, a resolution, a motion, etc.
Amend	To modify; i.e., an ordinance, a resolution, a motion, etc.
Call to Order	Formal opening of a meeting.
City Charter	Legal document establishing a municipality (city).
City Commission	Local form of government consisting of the Mayor and six Commissioners.
City Officers	Includes: Mayor, President of the City Commission, City Manager, City Attorney, City Treasurer, and City Clerk.
Consent Agenda	Matters listed as Consent Agenda items are considered to be routine or matters of unanimous consent by the City Commission. There will be no separate discussion of these matters, and they will be enacted by one motion.
Executive Session	A meeting in which the proceedings are of a confidential nature. Only members and invited guests may attend, and all are honor-bound to maintain confidentiality.
Motion	A proposal that the Commissioners take a specific action or stand on an item being presented to the City Commission.
Ordinance	A piece of legislation enacted by a municipal authority.
Postpone	A motion to postpone is made if the City Commission needs more time to make a decision. A postponement cannot go beyond the next session.
Quorum	Number of voting members who must be present in order that business can be legally transacted.
Recess	Short intermission within a meeting.
Recognize / Obtain the Floor	Acknowledgement by the presiding officer of the City Commission that a member has the right to address the assembly.
Rescind (Repeal)	Allows the City Commission to repeal an action previously taken; i.e., ordinances, etc.
Resolution	A decision by the City Commission to do or not to do something.
Robert's Rules of Order	A guide to fair and orderly meeting procedures.
Suspend the Rules	This motion is used when the City Commission wants to do something that violates its own rules. The motion does not apply to an organization's bylaws, local, state, or national law; or fundamental principles of parliamentary law. An appropriate suspension of the rules, used on occasion by the City Commission, would be a motion to change the agenda.
Table, Lay on the	This motion puts aside an item, and everything adhering to it, currently being presented to the City Commission. The item remains "on the table" until taken off.
Table, Take (Remove) from the	The motion to Take from the Table is used when the City Commission wants to continue considering a motion that was Laid on the Table earlier in the present session or in the previous session of the City Commission. When a motion is Taken from the Table, it has everything adhering to it exactly as it was when it was Laid on the Table.
Revised: 06-30-2014	Source(s): Robert's Rules of Order City Commission Standing Rules

CITY OF GRAND RAPIDS COMMISSIONERS

First Ward	Jon O'Connor Drew Robbins	joconnor@grcity.us drobbins@grcity.us	616-456-3035 616-456-3035
Second Ward	Milinda Ysasi Lisa Knight	mysasi@grcity.us lknight@grcity.us	616-456-3035 616-456-3035
Third Ward	Kelsey Perdue Bing Goei	kperdue@grcity.us bgoei@grcity.us	616-456-3035 616-456-3035



Ordinance

NO. 14-2024

A Proposed Ordinance, #14-2024, to amend Section 208.06, "Awarding of contracts," of Chapter 208, "Purchasing, Contracts, and Sales," limiting the authority of the City Manager to enter in to contracts directly benefiting the Transportation Authority of Calhoun County without first obtaining City Commission authorization.

BATTLE CREEK, MICHIGAN - 8/20/2024

The City of Battle Creek Ordains:

Section 1. A proposed Ordinance, #14-2024, to amend Section 208.06, "Awarding of contracts," of Chapter 208, "Purchasing, Contracts, and Sales," limiting the authority of the City Manager to enter in to contracts directly benefiting the Transportation Authority of Calhoun County without first obtaining City Commission authorization, as attached hereto and made a part hereof.

Section 2. Should any section, clause or phrase of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

Section 3. All ordinances or parts of ordinances, in conflict with any of the provisions of this Ordinance, are hereby repealed, saving any prosecution, criminal or administrative appeal pending on, or violation cited on or before the effective date of this Ordinance, which shall remain subject to the ordinance provision existing at the time of the alleged violation.

Section 4. Except as otherwise provided by law, this Ordinance shall take effect ten (10) days from the date of its adoption, in accordance with the provisions of Section 4.3(B) of Chapter 4 of the City Charter.

Battle Creek City Commission
8/20/2024

Action Summary

Staff Member: William Y. Kim, City Attorney

Department: City Attorney

SUMMARY

A Proposed Ordinance, #14-2024, to amend Section 208.06, "Awarding of contracts," of Chapter 208, "Purchasing, Contracts, and Sales," limiting the authority of the City Manager to enter in to contracts directly benefiting the Transportation Authority of Calhoun County without first obtaining City Commission authorization.

BUDGETARY CONSIDERATIONS

There are none.

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

Pursuant to the Procedure set out in City Ordinance 212.02(IX), Commissioner Smith requested that Proposed Ordinance #14-2024 be placed on the August 20 agenda for introduction, and the request was co-sponsored by Commissioner Ballard and Commissioner Simmons.

ATTACHMENTS:

File Name	Description
📎 2024.08.20_208.06_Ord_Amend_CLEAN.pdf	2024.08.20 208.06 Ord Amend CLEAN
📎 208.06_red-line.pdf	2024.08.20 208.06 Ord Amend REDLINE

208.06 AWARDING OF CONTRACTS.

(a) Authority. Except as provided by subsection (b) of this section, the City Commission shall award all contracts after receiving the recommendation of the City Manager.

(b) Exceptions. Except for contracts directly benefitting the Transportation Authority of Calhoun County, City Manager is authorized to enter:

(1) All non-sole source contracts that do not exceed fifty thousand dollars (\$50,000);

(2) All contracts for routine and operational matters provided that the contract results from a sealed bid if more than twenty thousand dollars (\$20,000), is within budget, is for a good or service purchased regularly and repetitively, and if the contract adheres to current purchasing policies; and

(3) All sole-source contracts not more than ten thousand dollars (\$10,000).

(c) Lowest Responsive Responsible Bidder. Contracts, except as otherwise provided in this chapter, shall be awarded to the lowest responsive responsible bidder. In determining the lowest responsive responsible bidder, the City Manager shall consider, in addition to price:

(1) The ability, capacity and skill of the bidder to perform the contract or provide the service required;

(2) Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder;

(4) The quality of performance of previous contracts or services;

(5) The previous and existing compliance by the bidder with laws and ordinances relating to any contract or service;

(6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

(7) The quality, availability and adaptability of the supplies or contractual services to the particular use required;

(8) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and

(9) The number and scope of conditions attached to the bid.

(d) Award to Other than Low Bidder. When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be

prepared by the City Manager or the designee of the City Manager and filed with the other papers relating to the transaction.

(e) Tie Bids. If two or more low bids are received for the same total amount or unit price, and the quality and service are equal, the contract shall be awarded to one of the tie bidders by drawing lots in public, unless one of the bidders is a taxpayer or resident of the City, in which case such taxpayer or resident shall be awarded the contract.

(f) Default. The Purchasing Agent shall not accept the bid or proposal of a vendor or contractor who is in default to the City.

(1975 Code Sec. 1.156(2) to (4)) (Ord. 03-07. Passed 4-17-07.)

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(1975 Code Sec. 1.156(2) to (4)) (Ord. 03-07. Passed 4-17-07.)



General Detail NO.

Minutes for the August 13, 2024 City Commission Regular Meeting

BATTLE CREEK, MICHIGAN -

Battle Creek City Commission

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Minutes for the August 13, 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_August_13_2024_City_Commission_Regular_Meeting.pdf	Minutes for the August 13, 2024 City Commission Regular Meeting



Agenda: Battle Creek City Commission

Meeting Date: August 13, 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

Mayor Mark Behnke
Commissioner Jenasia Morris
Commissioner Carla Reynolds
Commissioner Jake Smith
ABSENT: Commissioner Jim Lance

COMMISSIONERS

Commissioner Roger Ballard
Commissioner Patrick O'Donnell
Commissioner Christopher Simmons
Vice Mayor Sherry Sofia

CITY STAFF

Rebecca Fleury, City Manager
Ted Dearing, Assistant City Manager
Shannon Bagley, Police Chief
Steve Skalski, Public Works Director
Kurt Tribbett, Engineering Administrator
Darcy Schmitt, Planning Manager
Donna Hutchison, Grants Program Admin.
Helen Guzzo, Community Development Manager

William Kim, City Attorney
Victoria Houser, City Clerk
Bill Beaty, Fire Chief
Stacy Tullis, Service Desk Tech
Miles Weaver, Asst. Aviation Director
Mallory Avis, Transit Director
Kristy Grestini, Mobility Manager

INVOCATION

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Comm. Morris.

ROLL CALL

PROCLAMATIONS AWARDS

Proclamation for New Level Sports Ministries-Next Level Festival

Mayor Behnke proclaimed August 16 - 17, 2024, as the First Annual "New Level Sports Ministries - New Level Festival" in the greater Battle Creek area, encouraging all interested area youth to participate in this enriching and engaging experience which hopes to foster personal growth and community spirit.

PRESENTATIONS

Transportation Authority of Calhoun County Presentation - Erick Stewart, Board Chair

Erick Stewart, Transportation Authority of Calhoun County, Board Chair, shared information on the TACC with the commission and residents.

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

There were no added or deleted resolutions.

PETITIONS COMMUNICATIONS REPORTS

There were no petitions, communications or reports.

PUBLIC COMMENTS REGARDING CONSENT AGENDA AND RESOLUTIONS NOT ON CONSENT AGENDA

Barry Wayne Adams commented on resolution 512, regarding NPCs.

Joe Harris commented on resolution 513, regarding the river naturalization plan.

Autumn Smith also commented on resolutions 512 and 513.

John Kenefick also commented on resolution 513.

Chuck Asher expressed support of resolutions 527 and 529, both agreements with Community Action.

David Moore also commented on the river naturalization plan.

(Limited to three minutes per individual)

COMMISSION COMMENT REGARDING MEETING BUSINESS

There were no Commission comments.

CONSENT AGENDA

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: ROGER BALLARD

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

Absent: LANCE

MOTION PASSED

Minutes for the July 16, 2024 City Commission Closed Session

City Manager's Report for August 13, 2024

Ambulance Report for June 2024

CONSENT RESOLUTIONS

510 A Resolution authorizing the sale of a vacant, tax-reverted property, Parcel Number 5620-00-015-0.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: ROGER BALLARD

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

Absent: LANCE

MOTION PASSED

511 A Resolution seeking approval to enter into a Memorandum of Understanding with Dimor Real Estate, LLC for leasing additional parcels and to enable construction of a pre-processing facility to commence.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: ROGER BALLARD

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

Absent: LANCE

MOTION PASSED

512 A Resolution appointing two new members to the Urbandale Neighborhood Planning Council (NPC # 5) Cheryl Roberts and Mario Talavera.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: ROGER BALLARD

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

Absent: LANCE

MOTION PASSED

513 A Resolution seeking acceptance of the qualifications-based proposal from OHM Advisors for engineering services for the City of Battle Creek's River Naturalization project.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

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

Absent: LANCE
MOTION PASSED

514 A Resolution seeking authorization regarding a contract for Fleet Management & Cost Model Implementation Advisory Services with Plante & Moran, PLLC, in the lump sum amount of \$7500 per month, currently estimated at 8 months of service.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

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

Absent: LANCE
MOTION PASSED

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

515 A Resolution authorizing the City Manager to execute an agreement between the City of Battle Creek and the Leila Arboretum Society for the provision of educational programming, park stewardship, urban forestry consultation to the City and its citizens, as well as installation and maintenance of the Seasonal Planting Plan and Winter Display for Downtown Battle Creek for FY 2024/2025.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

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

Absent: LANCE
MOTION PASSED

516 A Resolution seeking approval for an amendment to the 2024/2025 Fee, Bond, and Insurance Schedule.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

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

Absent: LANCE
MOTION PASSED

- 517 A Resolution seeking authorization for the City Manager to enter into a three-year agreement between the City of Battle Creek and Bronson Battle Creek, where the City will provide Bronson Battle Creek up to 4 FTE (Full Time Equivalent) of public safety officers at the Bronson main campus.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

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

Absent: LANCE
MOTION PASSED

- 518 A Resolution seeking authorization to issue a purchase order for centrifuge #2 repair from Sentrimax Centrifuges (NE) Ltd. in a not-to-exceed amount of \$109,521.93.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

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

Absent: LANCE
MOTION PASSED

- 519 A Resolution seeking authorization to issue a purchase order in a not-to-exceed amount of \$361,412.00 to Fredrickson Supply LLC for the purchase of a new camera van.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

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

Absent: LANCE
MOTION PASSED

520 A Resolution seeking acceptance of the lowest responsive, responsible bid for Claude Evans Park Improvements project from Hunter-Prell Company in an estimated amount of \$2,008,925.50, with unit prices prevailing.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

Comm. Morris thanked everyone for their work on this project.
Ayes: BALLARD, MORRIS, O'DONNELL, BEHNKE, REYNOLDS, SIMMONS, SMITH, SOFIA

Absent: LANCE
MOTION PASSED

521 A Resolution authorizing the payment of Invoice #26998 for completed emergency sewer repair at Ivanhoe and Union Street from Hoffman Bros. Inc. in a not-to-exceed amount of \$181,420.00.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

Absent: LANCE
MOTION PASSED

522 A Resolution seeking acceptance of the lowest responsive, responsible bid for 2024 Sonoma Rd North Watermain project from Hoffman Bros. Inc., in an estimated amount of \$263,321.65, with unit prices prevailing.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

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

Absent: LANCE
MOTION PASSED

523 A Resolution seeking acceptance of the lowest responsive, responsible bid for Columbia Ave. Infrastructure project from Hoffman Bros. Inc., in an estimated amount of \$2,693,035.49, with unit prices prevailing.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

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

Absent: LANCE
MOTION PASSED

524 A Resolution seeking authorization for the City Manager to enter into an updated/renewed Agreement with 50 Capital Ave Development Corporation to secure parking spaces in the Hamblin Parking Ramp located at 40 W Hamblin Avenue.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

Responding to Comm. Ballard, Ted Dearing, Assistant City Manager, stated the agreement would include parking spaces on the 3rd and 4th lever, stating they will manage the agreement as needed.

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

Absent: LANCE
MOTION PASSED

525 A Resolution seeking authorization for the City Manager to grant Semco Energy, Inc. a right-of-way over City-owned property identified as Parcel No. 52-0158-00-120-0 for the installation, operation, and maintenance of a natural gas pipeline adjacent to Raymond Road.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

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

Absent: LANCE
MOTION PASSED

526 A Resolution seeking to approve Petition PSUP24-0001, a special use permit request for approval of a farmers market in the AG, Agricultural District located at 13985 S Helmer Road Parcel No. 0078-00-020-0.

Motion to Approve
Moved By: JENASIA MORRIS
Supported By: ROGER BALLARD

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

Absent: LANCE

MOTION PASSED

527 A Resolution seeking authorization for the City Manager to sign the CHIP Lead Hazard Control Program Partnership Agreement with Community Action.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: ROGER BALLARD

Comm. O'Donnell thanked Community Action for renewing this agreement which helps to protect children and families.

Comm. Reynolds thanked Mr. Asher for his leadership of this program.

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

Absent: LANCE

MOTION PASSED

528 A Resolution seeking authorization for the City Manager to sign a CDBG-funded Fair Housing Testing and Education Agreement with the Fair Housing Center of Southwest Michigan.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: ROGER BALLARD

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

Absent: LANCE

MOTION PASSED

529 A Resolution seeking authorization for the City Manager to enter into an agreement for Senior Minor Home Repair Program with subrecipient, Community Action, funded through the City's federal Community Development Block Grant (CDBG) program.

Motion to Approve

Moved By: JENASIA MORRIS

Supported By: ROGER BALLARD

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

Absent: LANCE

MOTION PASSED

GENERAL PUBLIC COMMENT

David Moore commented on several topics.

Chuck Asher thanked the commission for approval of resolutions 527 and 529, complimenting the

work and partnership of the Community Development Department.

Reece Atkins thanked the commissioners who worked with NIBC to find housing for him and his finance, asking that they continue to assist others.

Barry Wayne Adams commented on the results of the August election and the TACC.

Autumn Smith commented on the recent election and political candidates.

Nadine Bradshaw thanked the commissioners who assisted her with housing, requesting they assist others.

John Kenefick commented on fees in the Fee, Bond & Insurance Schedule, the cost of park improvements, and the importance that the TACC be self-sufficient.

(Limited to three minutes per individual)

COMMISSION COMMENTS

Comm. Reynolds expressed condolences to the family of Roberta Cribbs.

Comm. Ballard noted the importance of parks for the safety of our youth and community.

Comm. O'Donnell thanked everyone for their work on the election.

ADJOURNMENT

Mayor Behnke adjourned the meeting at 8:46 pm.

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

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

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

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

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

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

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

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

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

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

(ii) 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 August 20, 2024

BATTLE CREEK, MICHIGAN - 8/20/2024

Battle Creek City Commission
8/20/2024

Action Summary

Staff Member: Rebecca Forbes, Executive Assistant

Department: City Manager

SUMMARY

City Manager's Report for August 20, 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
City_Manager_Report_08202024.pdf	City Manager's Report for August 20, 2024

MEMO

Date: 08/20/2024
To: Mayor and City Commission
From: Rebecca L. Fleury, City Manager
RE: City Manager's August 20, 2024, Agenda Report

13-2024

A Proposed Ordinance, #13-2024, to amend Section 02, Articles X and XVII, of Chapter 212, "Rules of Procedure of the Commission," regarding Public Comment to ensure a better flow to the Business Meeting.

The Open Meetings Act (OMA), Act 267 of 1976, requires Public Comment be offered at meetings of public bodies, but it only requires that one opportunity for public comment be offered at a meeting. MCL 15.263(5) also provides that persons must be permitted to address a meeting of the "public body under rules established and recorded by the public body."

The City of Battle Creek Rules of Procedure as set out in Chapter 212 currently permits a separate period of public comment, not to exceed three minutes, for comment specifically regarding the ordinance introductions and ordinance adoptions.

Battle Creek's Rules of Procedure also currently provides for three minutes of public comment for any consent agenda item and/or resolutions not on the consent agenda, in addition to three minutes of general public comment at the end of the meeting.

This proposed ordinance amendment provides one collective period of public comment for all legislative items on the agenda, one period of general public comment, and public comment for public hearings where required by law. The exception is that this proposed amendment increases public comment for all legislative agenda items from three minutes to four.

In addition, this proposed ordinance amendment would move up the period of public comment for all agenda items to take place prior to any ordinance introductions or adoptions.

The amendment to the ordinance was requested by Commissioner Lance and supported by Mayor Behnke and Vice Mayor Sofia.

This Proposed Ordinance, #13-2024, would amend Section 02, Articles X and XVII, of Chapter 212, "Rules of Procedure of the Commission," regarding Public Comment to ensure a better flow to the Business Meeting. **Introduction is Recommended.**

14-2024

A Proposed Ordinance, #14-2024, to amend Section 208.06, "Awarding of contracts," of Chapter 208, "Purchasing, Contracts, and Sales," limiting the authority of the City Manager to enter into contracts directly benefiting the Transportation Authority of Calhoun County without first obtaining City Commission authorization.

This Proposed Ordinance, #14-2024, would amend Section 208.06, "Awarding of Contracts," of Chapter 208, "Purchasing, Contracts, and Sales," limiting the authority of the City Manager to enter into contracts directly benefiting the Transportation Authority of Calhoun County without first obtaining City Commission authorization.

A Resolution seeking authorization for the City Manager to execute grant agreements for the FY 2025 Medicaid CHIP Lead Hazard Control Program (Agreement # E20252124-00) and the FY 2025 Lead Health Safety Program (Agreement #E20252118-00) with the Michigan Department of Health and Human Services (MDHHS).

This Resolution seeks authorization for the City Manager to execute grant agreements for the FY 2025 Medicaid CHIP Lead Hazard Control Program (Agreement # E20252124-00) and the FY 2025 Lead Health Safety Program (Agreement #E20252118-00) with the Michigan Department of Health and Human Services (MDHHS). **Approval is Recommended.**



General Detail NO.

Ambulance Report for July 2024

BATTLE CREEK, MICHIGAN - 8/20/2024

**AMBULANCE SERVICES
MONTHLY PERFORMANCE REPORT**

Report for the month of July 2024

Life Care Ambulance Service

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

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

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

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

Priority 3 Responses -- 15 Minutes

Life-threatening Emergencies City-wide

Number of runs for the month 639. Percentage of runs accomplished within guidelines 78.25%

Life-threatening Emergencies per Ward

	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5
Number of Runs	111	205	106	83	134
Percentage Achieved	81.08%	91.22%	83.02%	85.54%	70.15%

Priority 3 Responses

Number of runs for the month 488. Percentage of runs accomplished within guidelines 84.22%

Battle Creek City Commission

8/20/2024

Action Summary

Staff Member: Shawna Beach, Records/Election Clerk

Department: City Clerk

SUMMARY

Ambulance Report for July 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name

Description

No Attachments Available



General Detail NO.

Review Committee Meeting Minutes for August 14, 2024

BATTLE CREEK, MICHIGAN - 8/20/2024

Battle Creek City Commission
8/20/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

Review Committee Meeting Minutes for August 14, 2024

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
□ 08.14.2024_-_Review_Committee_Minutes.pdf	Review Committee Meeting Minutes for August 14, 2024
□ Boards-Committees_Application_Report_-_7.11.2024_-_8.14.2024.pdf	Boards-Committees Application Report - 7.11.2024 - 8.14.2024

CITY OF BATTLE CREEK REVIEW COMMITTEE AGENDA

Wednesday, August 14, 2024 at 2:30 PM

Join Zoom Meeting

[Click Here to Join Meeting](#)

Meeting ID: 895 9105 3508

Passcode: 877883

One call in: 1-312-626-6799

MINUTES

The Review Committee Meeting started at 2:32pm.

Attendees

- *Mayor Mark Behnke
- *Vice Mayor Sherry Sofia
- *Rebecca Fleury, City Manager
- *Ted Dearing, Assistant City Manager
- *Vicki Houser, Staff Liaison
- *Andy Helmboldt, Chair
- *Kimberly Holley, Staff Liaison
- *Patti Worden, Executive Assistant

I. CALHOUN COUNTY MATERIALS MANAGEMENT COMMITTEE

a. New Appointment

- i. Commissioner Roger Ballard – Commission Representative to the new Calhoun County Materials Management Committee – Open-Ended Term

b. Discussion: Behnke, Sofia, Fleury

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

Behnke: Yes No Comment:

Sofia: Yes No Comment:

II. ACCESS VISION BOARD

- a. New Appointment
 - i. Breanne Humphreys (new Communications Manager) replacing Jessica Vanderkolk (former Communications Manager) as City Representative – Term to expire 1/22/2025
- b. Discussion: Behnke, Sofia, Fleury

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

III. LOCAL OFFICERS COMPENSATION COMMITTEE

- a. 1 application, 1 reappointment
 - i. John Godfrey – Reappointment – term to expire 8/6/2031
- b. Discussion: Behnke, Sofia, Fleury, Liaison (Vicki Houser), Board Chair (Rebecca Squires)

Committee Info - (Appointing Authority) Mayor, confirmed by City Commission.
(Purpose) To determine salaries of elected officials.

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

IV. SUSTAINABLE BATTLE CREEK COMMITTEE

- a. 1 application, 4 vacancies
 - i. Mark Stephens – New Appointment - Term to expire 8/20/2026
- b. Discussion: Behnke, Sofia, Fleury, Liaison (Patty Hoch-Melluish), Chair (Andy Helmboldt)

Sustainable Battle Creek Committee - (Appointing Authority) Mayor and City Commission.
(Purpose) The purpose of the committee is to increase the city's efforts to incorporate environmentally responsible, cost-effective policy in the planning, administration and economic development of its built infrastructure and natural resources. The committee may make recommendations to the City Commission for its consideration and will be available to the commission as a resource on sustainable policy.

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

V. COMMUNITY OVERSIGHT BOARD

286.04 MEMBERSHIP

(4) At least four COB members shall be actively serving marginalized communities in the City of Battle Creek, and/or have expertise in the cultural nuances, language barriers, or disabilities of specific populations that may impact interactions with law enforcement;

286.05 TERMS

(a) Initial Appointments. Initial appointments to the COB shall be staggered, and provide for four members and one alternate to be appointed to three-year terms; and three members and one alternate to be appointed to two-year terms; with the terms assigned randomly.

a. 21 applications, 7 vacancies and 2 alternates

- i. Jacob Banks – Current Student at Battle Creek Adult Education
- ii. Jeff Barnaby – Dockerty Health Care Services
- iii. Kaciana Champlin – RE/MAX Perrett Associates
- iv. Andrew Duke – Pfizer
- v. Mary Graniela – Voces (Community Liaison Representative)
- vi. Alura Jones – Kinexus Group
- vii. Jennifer LaGrand-Williams – Battle Creek Public Schools
- viii. Danny Moss – Retired
- ix. Dominic Oo – DMMI – **Burma Center Seat**
- x. Jose’ Orozco – Voces (Executive Director) – **VOCES Seat**
- xi. Barbara Parsons – Not Listed
- xii. Brandon Phenix – Marquette Alger RESA
- xiii. Patty Poole Gray – Retired
- xiv. Carmen Rafaela – Second Missionary Baptist Church
- xv. Autumn Smith – Insurance Producer, Agent, Broker
- xvi. Dr. Tino Smith – Kingdom Builders Worldwide
- xvii. Tara Stanton – Two Ducks Concrete
- xviii. Mark Stephens - Work by Faith Homecare
- xix. Clare Tanner – The Arc of Calhoun County
- xx. Sharlene Vanluven – Shamrock Foods
- xxi. Carey Whitfield – Devon Title Agency – **NAACP Seat**

Ex-Officio Non-Voting Members

- i. Michelle Hull, Human Resources Director
- ii. Kimberly Holley, Diversity, Equity and Inclusion Officer

- b. Discussion: Behnke, Sofia, Fleury, Liaison (Kimberly Holley)
- c. Staggered Terms for Applications Moving to City Commission

The Committee approved the appointment of the following applicants to move forward to the City Commission.

4 Members and 1 Alternate – 3 Year Terms

- Carey Whitfield (NAACP Representative)
- Jose’ Orozco (Voces Representative)
- Dominic Oo (Burma Center Representative)
- Jennifer LaGrand-Williams
- Brandon Phenix - Alternate

3 Members and 1 Alternate – 2 Year Terms

- Kaciana Champlin Hoffman
- Mark Stephens
- Clare Tanner
- Mary Graniela - Alternate

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

Behnke: Yes No Comment:

Sofia: Yes No Comment:

Board – (Appointing Authority) Mayor City Commission. (Purpose) Serves in an advisory capacity to the City Manager in reviewing appeals of investigations and findings of community complaints against the Battle Creek Police Department. Creates bridges between community and law enforcement by supporting community education and transparency, providing community perspective on practices and policies of the department, and working to build credibility and community trust.

The Meeting ended at 2:52pm.

Boards/Committees Applications
(Received July 11, 2024 – August 14, 2024)

Jacob Banks

Community Oversight Board

Dr. Tino Smith

Community Oversight Board

Andrew Duke

Community Oversight Board

Alura Jones

Community Oversight Board

Economic Development Corporation

Jennifer LaGrand-Williams

Community Oversight Board

Economic Development Corporation

Battle Creek Housing Commission

Brandon Phenix

Community Oversight Board

Tara Stanton

Community Oversight Board

Construction Board of Appeals

Historic District Commission

Keane Arms

Youth Advisory Board

Carmen Rafaela

Community Oversight Board
Human Relations Board
Battle Creek Housing Committee

Sharlene Vanluven

Community Oversight Board

Danny Moss

Community Oversight Board
Board of Appeals (Housing)
Board of Review (Assessing)

Zaria McCroy

Battle Creek Housing Commission
Youth Advisory Board
Battle Creek Transit Local Coordinating Committee

Clare Tanner

Community Oversight Board
Human Relations Board

Mary Graniela

Community Oversight Board
Water System Advisory Council
Human Relations Board

Jeff Barnaby

Community Oversight Board

Patty Poole Gray

Community Oversight Board
License Review Board
Local Officers Compensation Committee

Barbara Parsons

Community Oversight Board

Autumn Smith

Community Oversight Board

Human Relations Board

Insurance Policy Review (written in)

Jose Orozco

Community Oversight Board

Human Relations Board

Battle Creek Transit Local Coordinating Committee

Mark Stephens

Community Oversight Board

Sustainable Battle Creek Committee

Battle Creek Transit Local Advisory Council

John Godfrey

Local Officers Compensation Committee

Dominic Oo

Community Oversight Board

Albert Morehart

Local Development Financing Authority



Resolution NO. 530

A Resolution nominating Roger Ballard as the Commissioner Representative and Patty Hoch-Melluish as the Composting Facility Representative to the Calhoun County Materials Management Committee.

BATTLE CREEK, MICHIGAN - 8/20/2024

Resolved by the Commission of the City of Battle Creek:

That this Resolution nominates Roger Ballard as the Commissioner Representative and Patty Hoch-Melluish as the Composting Facility Representative for the City of Battle Creek on the Calhoun County Materials Management Committee, with a term to be determined.

Battle Creek City Commission
8/20/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

A Resolution nominating Roger Ballard as the Commissioner Representative and Patty Hoch-Melluish as the Composting Facility Representative to the Calhoun County Materials Management Committee.

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

On June 11, 2024 EGLE accepted Calhoun County's Notice of Intent (NOI) to write a SINGLE county plan. Calhoun County's 36-month timeframe to develop and get local approval of the new plan has begun. Their NOI will be published in an upcoming addition of the Advisor and Shopper. They will be notifying local units of government within the next two weeks.

It is now time to recruit applicants for the new Materials Management Committee. Although Calhoun County's committee no longer has seats for the general public, the general public is still welcome to attend their meetings, and if an individual knows of a good candidate for one of the new positions, they are asked to please spread the word, so Calhoun County can fill their committee positions by August. They have not set a meeting day or time yet.

DISCUSSION OF THE ISSUE

POSITIONS

Mayor Behnke recommended Roger Ballard as the Commissioner Representative for appointment to the Calhoun County Materials Management Committee. The Department of Public Works (DPW) chose Patty Hoch-Melluish as the Composting Facility Representative for the CCMMC.

Although not required, but to be consistent with the standard nominating and appointment process in the City, the Review Committee was consulted regarding the proposed nominations and is supportive of them.

ATTACHMENTS:

File Name

Description

No Attachments Available



Resolution NO. 531

A Resolution appointing Breanne Humphreys as a new member to the AccessVision Board of Directors.

BATTLE CREEK, MICHIGAN - 8/20/2024

Resolved by the Commission of the City of Battle Creek:

That Communications Manager Breanne Humphreys is appointed as the City of Battle Creek's staff representative (replacing Jessica Vanderkolk, former Communications Manager) to the AccessVision Board of Directors with a term to expire on January 22, 2025.

Battle Creek City Commission
8/20/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

A Resolution appointing Breanne Humphreys as a new member to the AccessVision Board of Directors.

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

Resolution No. 258, approved December 8, 1987, authorized the City Manager to establish a private non-profit organization (AccessVision) to administer, coordinate, and promote the use of cable television public access channels and facilities in the City of Battle Creek. Local government entities, including the Cities of Battle Creek and Springfield and Emmett Township, make their own appointments, and the AccessVision Board appoints at-large members from within the boundaries of the local governments listed above. The City of Battle Creek appoints two representatives to this board, one from administration and one City Commission representative.

DISCUSSION OF THE ISSUE

POSITIONS

The Review Committee is supportive of this appointment.

ATTACHMENTS:

File Name

Description

No Attachments Available



Resolution NO. 532

A Resolution reappointing John Godfrey to the Local Officers Compensation Committee.

BATTLE CREEK, MICHIGAN - 8/20/2024

Resolved by the Commission of the City of Battle Creek:

That this Resolution reappoints John Godfrey to the Local Officers Compensation Committee with a term to expire on August 6, 2031.

Battle Creek City Commission
8/20/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

A Resolution reappointing John Godfrey to the Local Officers Compensation Committee.

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

On July 15, 1997, the City Commission adopted Ordinance No. 13-97 amending Title Eight, "Boards, Commission, Committees, and Authorities," by the Addition of Chapter 275, "Local Officers Compensation Commission." The purpose of the Local Officers Compensation Commission (LOCC) is to determine the salaries of elected officials. The LOCC meets every two years.

DISCUSSION OF THE ISSUE

POSITIONS

The Review Committee is supportive of this reappointment.

ATTACHMENTS:

File Name

Description

📄 Godfrey__John_-_2024.pdf

John Godfrey 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"/> Goguc Lake Board
<input type="checkbox"/> Battle Creek Area International Relations Committee	<input type="checkbox"/> Historic District Commission
<input type="checkbox"/> Battle Creek Downtown Development Authority	<input type="checkbox"/> Human Relations Board
<input type="checkbox"/> Battle Creek Housing Commission	<input type="checkbox"/> Income Tax Board of Review
<input type="checkbox"/> Battle Creek TIFA/Brownfield Development Authority	<input type="checkbox"/> Lakeview Downtown Development Authority
<input type="checkbox"/> Battle Creek Transit Local Advisory Council	<input type="checkbox"/> License Review Board
<input type="checkbox"/> Battle Creek Transit Local Coordinating Committee	<input type="checkbox"/> Local Development Financing Authority
<input type="checkbox"/> Board of Appeals (Housing)	<input checked="" type="checkbox"/> Local Officers' Compensation Commission
<input type="checkbox"/> Board of Review (Assessing)	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Police/Fire Retirement System Board
<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Sustainable BC Committee
<input type="checkbox"/> Community Oversight Board	<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	

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

Name Godfrey John K
 Last First M.I.
 Home Address 625 MORNINGSIDE DRIVE Email JGJG625@201.com
jkgmorningside3@gmail.com
 Telephone Home 269-968-9574 Work N/A Cell 269-209-5755

Are you at least 18 years of age? Yes No

Current occupation (students, list school activities) RETIRED

Employer/work address (students, list school) N/A

Educational background/degrees (students, list year in school) BA @ MSU

List any appointive positions or boards/committees/commissions/councils on which you have served and year(s) of service
CITY COMMISSION (1999-2009), MAYOR (2003-07), PLANNING COMMISSION (2003-PRESENT)
LOCC - (2010-PRESENT), BCDDA - (2007-2020)

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

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.)
HAVE SERVED ON LOCC FOR 14 YRS, HAD C. COMMISSION AND
MAYORIAL EXPERIENCE WHICH SHOULD HELP IN MAKING RECOMMENDATION
ON COMMISSION SALARIES.

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 [Handwritten Signature] Date August 6, 2024

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

Community Oversight Board – Appointing authority: Mayor and Commission

Serves in an advisory capacity to the City Manager in reviewing appeals of investigations and findings of community complaints made against the Battle Creek Police Department. Creates bridges between community and law enforcement by supporting community education and transparency, providing community perspective on practices and policies of the department, and working to build credibility and community trust. There are nine members (two are non-voting city staff) and two alternates, reflecting the city's demographics as closely as possible. Meets at least quarterly.

Contact: DEI Officer, 269-966-3311

Experience: Live in city limits Live in other municipality with city police service NAACP representative Voces of Battle Creek representative The Burma Center representative

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



Resolution NO. 533

A Resolution appointing Mark Stephens as a new member to the Sustainable Battle Creek Committee.

BATTLE CREEK, MICHIGAN - 8/20/2024

Resolved by the Commission of the City of Battle Creek:

That Mark Stephens is appointed as a new member to the Sustainable Battle Creek Committee with a term to expire on August 20, 2026.

Battle Creek City Commission
8/20/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

A Resolution appointing Mark Stephens as a new member 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
☐ Stephens__Mark_-_2024.pdf	Mark Stephens Application

Patricia Worden

From: noreply@civicplus.com
Sent: Wednesday, August 7, 2024 6:59 PM
To: Rebecca D. Forbes; Patricia 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 I Stephens
Are you 18 years or older?	Yes
Home address	230 Orleans Avenue
City	Battle Creek
State	MI
Zip code	49015
Email address	mstphns18@gmail.com
Home phone	<i>Field not completed.</i>
Work phone	<i>Field not completed.</i>
Cell phone	2694068280
Current occupation (students should list school activities)	Laborer
Employer and work address (students should list school)	Work by Faith Homecare, 7708 Van Buren St W Battle Creek, MI 49037-2218
Educational background/degrees (students should list current year in school)	Some college

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

Field not completed.

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

Field not completed.

Attach additional information

[Battle Creek Boards and Committees application Mark S-2.pdf](#)

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

I watch the BC YouTube and saw an announcement from Mayor Mark Benhke

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

Mark I Stephens

Date

08/09/2024

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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	3
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Experience	Public transportation, Live in BC city limits
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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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Community Oversight Board

Serves in an advisory capacity to the City Manager in reviewing appeals of investigations and findings of community complaints made against the Battle Creek Police Department. Creates bridges between community and law enforcement by supporting community education and transparency, providing community perspective on practices and policies of the department, and working to build credibility and community trust. There are seven members and two alternates, reflecting the city's demographics as closely as possible. Meets at least quarterly.

Rank	1
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Experience	Live in BC city limits
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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>
Economic Development Corporation	
Alleviates unemployment conditions, assists in industry retention and promotes the general welfare of Battle Creek.	
Rank	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
Historic District Commission	
Reviews plans for exterior modifications or demolition of buildings within the federal, state, or local historic districts.	
Rank	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
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 *Field not completed.*

Experience *Field not completed.*

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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	2
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Experience	Live in BC city limits
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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 *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. 534

A Resolution appointing Carey Whitfield, Jose' Orozco, Dominic Oo, Jennifer LaGrand-Williams, Kaciana Champlin Hoffman, Mark Stephens and Clare Tanner as Initial Appointments, appointing Brandon Phenix and Mary Graniela as Alternate Initial Appointments, and appointing Michelle Hull, HR Director and Kimberly Holley, DEI Officer as ex-officio non-voting members under Chapter 286 for the Community Oversight Board.

BATTLE CREEK, MICHIGAN - 8/20/2024

Resolved by the Commission of the City of Battle Creek:

That this Resolution appoints the following members as Initial Appointments under Chapter 286 for the Community Oversight Board:

4 Members and 1 Alternate – 3 Year Terms - Terms to Expire August 20, 2027

- *Carey Whitfield (NAACP Representative)
- *Jose' Orozco (Voces Representative)
- *Dominic Oo (Burma Center Representative)
- *Jennifer LaGrand-Williams
- *Brandon Phenix - Alternate

3 Members and 1 Alternate – 2 Year Terms - Terms to expire August 20, 2026

- *Kaciana Champlin Hoffman
- *Mark Stephens
- *Clare Tanner
- *Mary Graniela - Alternate

This Resolution further appoints Michelle Hull, HR Director and Kimberly Holley, DEI Officer as ex-officio non-voting members to the Community Oversight Board with open-ended terms.

Battle Creek City Commission
8/20/2024

Action Summary

Staff Member: Patti Worden, Executive Assistant

Department: City Manager

SUMMARY

A Resolution appointing Carey Whitfield, Jose' Orozco, Dominic Oo, Jennifer LaGrand-Williams, Kaciana Champlin Hoffman, Mark Stephens and Clare Tanner as Initial Appointments, appointing Brandon Phenix and Mary Graniela as Alternate Initial Appointments, and appointing Michelle Hull, HR Director and Kimberly Holley, DEI Officer as ex-officio non-voting members under Chapter 286 for the Community Oversight Board.

BUDGETARY CONSIDERATIONS

None.

HISTORY, BACKGROUND and DISCUSSION

On May 14, 2024, the City Commission of the City of Battle Creek adopted Resolution No. 431 amending Ordinance #06-2024 to amend Chapter 286 "Police/Community Relations Advisory Committee" by repurposing it as the "Community Oversight Board" with the primary function to provide input, in an advisory capacity, to the City Manager in reconsidering the Police Chief's determination following a Community Relation Complaint investigation filed pursuant to the Police Department Policy.

Purpose

Serves in an advisory capacity to the City Manager in reviewing appeals of investigations and findings of community complaints against the Battle Creek Police Department. Creates bridges between community and law enforcement by supporting community education and transparency, providing community perspective on practices and policies of the department, and working to build credibility and community trust.

Membership

Seven (7) members and two (2) alternates. Citizen members must be a resident of Battle Creek with the exception of up to one resident of any municipality outside the City of Battle Creek that has a current police services contact with the Battle Creek Police Department. Two additional non-voting, ex-officio members shall be appointed by the Mayor and City Commission - the City's Human Resources Director and the Diversity, Equity and Inclusion Officer.

Terms:

Initial Appointments – Initial appointments shall be staggered, and provide for four members and one alternate to be appointed to three-year terms; and three members and one alternate to be appointed to two-year terms; with the terms assigned randomly.

Regular Appointments – After the expiration of the initial terms of appointment, members shall be appointed for three-year terms.

Term Limits – Members shall be limited to two consecutive terms of service.

Special Requirements

Mandatory Training.

At least 4 of the Community Oversight Board members shall be actively serving marginalized communities in the City of Battle Creek.

DISCUSSION OF THE ISSUE

POSITIONS

The Review Committee met on August 14, 2024, and approved of the new Initial Appointments, Alternate Initial Appointments and Ex-Officio Non-Voting Members.

ATTACHMENTS:

File Name	Description
☐ Whitfield__Carey_-_2024.pdf	Carey Whitfield Application
☐ Orozco__Jose_-_2024.pdf	Jose' Orozco Application
☐ Oo__Dominic_-_2024.pdf	Dominic Oo Application
☐ LaGrand-Williams__Jennifer_-_2024.pdf	Jennifer LaGrand-Williams Application
☐ Phenix__Brandon_-_2024.pdf	Brandon Phenix Application
☐ Champlin__Kaciana_-_2024.pdf	Kaciana Champlin Hoffman Application
☐ Stephens__Mark_-_2024.pdf	Mark Stephens Application
☐ Tanner__Clare_-_2024.pdf	Clare Tanner Application
☐ Graniela__Mary_-_2024.pdf	Mary Graniela 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"/> Goguc Lake Board
<input type="checkbox"/> Battle Creek Area International Relations Committee	<input type="checkbox"/> Historic District Commission
<input type="checkbox"/> Battle Creek Downtown Development Authority	<input type="checkbox"/> Human Relations Board
<input type="checkbox"/> Battle Creek Housing Commission	<input type="checkbox"/> Income Tax Board of Review
<input type="checkbox"/> Battle Creek TIFA/Brownfield Development Authority	<input type="checkbox"/> Lakeview Downtown Development Authority
<input type="checkbox"/> Battle Creek Transit Local Advisory Council	<input type="checkbox"/> License Review Board
<input type="checkbox"/> Battle Creek Transit Local Coordinating Committee	<input type="checkbox"/> Local Development Financing Authority
<input type="checkbox"/> Board of Appeals (Housing)	<input type="checkbox"/> Local Officers' Compensation Commission
<input type="checkbox"/> Board of Review (Assessing)	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Police/Fire Retirement System Board
<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Sustainable BC Committee
<input checked="" type="checkbox"/> Community Oversight Board	<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	

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

Name Whitfield Carey J
Last First M.I.

Home Address 337 Carpenter Drive
Email

Telephone Home (269) 965-5669 Work (269) 441-8219 Cell (269) 763-5471

Are you at least 18 years of age? Yes No

Current occupation (students, list school activities) REALTOR

Employer/work address (students, list school) 720 Capital Ave SW

Educational background/degrees (students, list year in school) BBA, BS, MS, ABD-PhD

List any appointive positions or boards/committees/commissions/councils on which you have served and year(s) of service
Springfield Council, Springfield Planning Comm, Leila Carburter, etc

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

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.) Also Bachelor of Paralegal, WORK IN THE PAST WITH POLICE, UNDERSTAND THE DYNAMICS OF THE CITY CITIZENS

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 [Handwritten Signature] Date 7/18/24

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

City of Battle Creek Boards, Commissions and Committees – Descriptions

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

Community Oversight Board – Appointing authority: Mayor and Commission

Serves in an advisory capacity to the City Manager in reviewing appeals of investigations and findings of community complaints made against the Battle Creek Police Department. Creates bridges between community and law enforcement by supporting community education and transparency, providing community perspective on practices and policies of the department, and working to build credibility and community trust. There are nine members (two are non-voting city staff) and two alternates, reflecting the city's demographics as closely as possible. Meets at least quarterly.

Contact: DEI Officer, 269-966-3311

Experience: Live in city limits Live in other municipality with city police service NAACP representative
 Voces of Battle Creek representative The Burma Center representative

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



NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

Battle Creek Branch • P.O. Box 1436 • Battle Creek, Michigan 49016 • Ph 269-963-8805

August 1, 2024

Rebecca Fleury
City Manager
City of Battle Creek
10 N Division St
Battle Creek, MI 49014

Dear Rebecca:

It is with great honor and excitement that I share with you that the Battle Creek Senior Branch of the NAACP, during its May 23, 2024, membership meeting, unanimously appointed Carey Whitfield as our representative on the City of Battle Creek's Community Oversight Board.

It is my understanding that Mr. Whitfield has completed and submitted his volunteer application to serve on the Community Oversight Board per a July 10, 2024, message received from Kimberly Holley, the cities DEI Officer.

We are looking forward to the positive impact and engagement this new board will surely bring and thank you, Mr. Whitfield, and all involved for getting us to this point in its evolution.

Please feel free to reach out to me if you should need any additional information or have questions, as we appreciate the partnership and relationship building our organizations share.

Sincerely,

A handwritten signature in blue ink that reads "Lynn Ward Gray". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

#ALL IN

Lynn Ward Gray, President
Battle Creek NAACP
g4bcnow@gmail.com
(269) 830-2456

Cc: Carey Whitfield

Patricia Worden

From: noreply@civicplus.com
Sent: Monday, August 5, 2024 3:53 PM
To: Rebecca D. Forbes; Patricia 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	Jose Luis Orozco
Are you 18 years or older?	Yes
Home address	127 21st N
City	BATTLE CREEK
State	MI
Zip code	49015
Email address	jose Luisorozcojr@gmail.com
Home phone	6164335378
Work phone	2698414111
Cell phone	6164335378
Current occupation (students should list school activities)	Executive Director
Employer and work address (students should list school)	Voces, 1346 Columbia Ave. W, Battle Creek, Mi 49015
Educational background/degrees (students should list current year in school)	Masters of Counseling and Guidance, 2006 Bachelors of Arts, 2002

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

Vice Chair of Mi Poder, 2yrs ; Board member of Michigan Works Southwest, 2yrs ; Board member of Carewell services, 2.5 yrs.

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

Michigan College Access Network, MI LatinX Coalition, Unidos U.S. Affiliate, BC Cereal City Sunshine Rotary member, United Way Council Member

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

In the roles I have held I have honed my leadership skills and gained valuable insight into the needs and challenges faces by diverse communities. Also, my involvement as board member on sever organizations has provided me with a broad perspective on community dynamics and governance.

Attach additional information

[doc01693320240805131529.pdf](#)

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

Kimberly Holley

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

Jose Luis Orozco

Date

8/5/2024

Section 508

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.

(Section Break)

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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
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	3
Experience	Live in BC city limits
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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Community Oversight Board

Serves in an advisory capacity to the City Manager in reviewing appeals of investigations and findings of community complaints made against the Battle Creek Police Department. Creates bridges between community and law enforcement by supporting community education and transparency, providing community perspective on practices and policies of the department, and working to build credibility and community trust. There are seven members and two alternates, reflecting the city's demographics as closely as possible. Meets at least quarterly.

Rank	1
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Experience	Live in BC city limits, Voces representative
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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 *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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
Economic Development Corporation	
Alleviates unemployment conditions, assists in industry retention and promotes the general welfare of Battle Creek.	
Rank	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
Historic District Commission	
Reviews plans for exterior modifications or demolition of buildings within the federal, state, or local historic districts.	
Rank	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
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	2
Experience	Live in the metropolitan area

Income Tax Board of Appeals

Attempts to settle city income tax disputes.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Lakeview Downtown Development Authority

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

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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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.*

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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"/> Goguc Lake Board
<input type="checkbox"/> Battle Creek Area International Relations Committee	<input type="checkbox"/> Historic District Commission
<input type="checkbox"/> Battle Creek Downtown Development Authority	<input type="checkbox"/> Human Relations Board
<input type="checkbox"/> Battle Creek Housing Commission	<input type="checkbox"/> Income Tax Board of Review
<input type="checkbox"/> Battle Creek TIFA/Brownfield Development Authority	<input type="checkbox"/> Lakeview Downtown Development Authority
<input type="checkbox"/> Battle Creek Transit Local Advisory Council	<input type="checkbox"/> License Review Board
<input type="checkbox"/> Battle Creek Transit Local Coordinating Committee	<input type="checkbox"/> Local Development Financing Authority
<input type="checkbox"/> Board of Appeals (Housing)	<input type="checkbox"/> Local Officers' Compensation Commission
<input type="checkbox"/> Board of Review (Assessing)	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Police/Fire Retirement System Board
<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Sustainable BC Committee
<input checked="" type="checkbox"/> Community Oversight Board	<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	

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

Name OO DOMINIC T.

Home Address 181 Woodhaven Drive, Battle Creek, MI 49015 Email warriordom82@gmail.com

Telephone Home _____ Work 269-565-8756 Cell 269-317-1770

Are you at least 18 years of age? Yes No

Current occupation (students, list school activities) Senior Production Control Engineer

Employer/work address (students, list school) DMMI, One Denso Road, Battle Creek, MI 49037


Educational background/degrees (students, list year in school) Bachelor of Engineering Management from WMU

List any appointive positions or boards/committees/commissions/councils on which you have served and year(s) of service
Calhoun County Senior Millage Allocation Committee since May., 2021, Board of Deacons and Treasurer of Gospel Baptist Church since 2013

List any organizations to which you belong (professional, technical, community, nonprofit; students, list school organizations) _____
EC Member of Battle Creek Burmese (Lumbang Village), EC Member of Calhoun County GOP, American Society for Engineering Management

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.) As a treasurer of the church since 2015, I heavily involved in different church projects such as building committee, oversee the expenses and maintenance of the facility. Serving on Calhoun County SMAC, I had an opportunity to serve on review subcommittee where we manage to allocate our tax money to serve for our seniors in Calhoun County. I volunteered and participated Conty Fair in Marshall as well as Senior Expo that we host once a year in Battle Creek Kellogg Arena. I am also running for the office of Board of Commissioner of Calhoun County upcoming general election

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  Date 08/09/2024

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

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

Community Oversight Board – Appointing authority: Mayor and Commission

Serves in an advisory capacity to the City Manager in reviewing appeals of investigations and findings of community complaints made against the Battle Creek Police Department. Creates bridges between community and law enforcement by supporting community education and transparency, providing community perspective on practices and policies of the department, and working to build credibility and community trust. There are nine members (two are non-voting city staff) and two alternates, reflecting the city's demographics as closely as possible. Meets at least quarterly.

Contact: DEI Officer, 269-966-3311

Experience: Live in city limits Live in other municipality with city police service NAACP representative
 Voces of Battle Creek representative The Burma Center representative

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

Dominic Oo
181 Woodhaven Drive,
Battle Creek, MI 49015
(269) 317-1770
Wariordom82@gmail.com
Dominic.oo@na.denso.com

Date August 9, 2024

RE: Community oversight Board – City of Battle Creek

Dear Review Committee Members of the Board:

I am writing to express my interest and formally apply for the appointment to a position of Community oversight Board of the city of Battle Creek. I am eager to contribute my experience, and passion to the importance work of the oversight board, and I believe my background aligns well with the board's objectives.

I am currently residing here in Battle Creek, Michigan. I came to the United States as an immigrant in May 2002. I have lived and worked in Springfield and Battle Creek since 2003. I became U.S. citizen in 2007, and the rest of family members joined me in 2009 here in Battle Creek. I married my beautiful wife, Olivia, in 2009, we both decided to live here in this community to raise our family.

I went to Kalamazoo Valley Community College between 2009 and 2015 as part-time student while working and received my associate degree from there in 2015. I transferred to Western Michigan University and graduated in 2017 with Bachelor of Science in Engineering Management with Minor of Integrated Supply Management. I was hired as a Production Control Engineer at DENSO Manufacturing Michigan, Inc. in 2018. I have been with the same company for over 6 years working on different projects.

I learned from a young age the value of hard work and the importance of contributing toward a better community. We all are very fortunate that those who came before us gave us a place where everyone has opportunities and can be successful. It is very important those opportunities remain and are available for our future generations.

That's why I am actively involved in my community to help folks who have language barriers. I remembered back in 2003, there were not very many resources available, I helped more than 100 Burmese friends from Battle Creek area to obtain their driving licenses between 2003 and 2011. There were quite a few family members who just arrived the United States as refugees, and needed transportation to apply documents, to complete their vaccinations, and to apply government assistance from local DHHS, and I was able to help them out to receive all their needs. I do understand that some of our Burmese friends arrive here to the United States after their learning ability for the other language is very limited.

Even though I have a full-time job, I always find to do something for my community. I always volunteer at County Fairs or County Senior Expo every year. I am also a member of Calhoun County Senior Millage Allocation Committee since May of 2021. I have had opportunities to serve the seniors and veterans of Calhoun County, and I will make sure our seniors and veterans are never forgotten.

I am also serving as member of the Board of Deacons at Gospel Baptist Church since 2013 and been the Church Treasurer since 2015. I am heavily involved in all church activities and different sub-committees. I am also honored to serve as Co-chair of DENSO Burmese Network (DBN) here at DMMI since 2020. Our DBN became NA, BRG in 2021, as this is one of the company's visions "Inclusion." We participate a lot because our DBN is under Diversity, Equity, Inclusion and Belonging (DEIB), and we support other Business Resources Group under North America, DENSO umbrella.

I believe community involvement is the power to bring positive, measurable change to everyone within our community. I enjoy being a small part of this great community and want to be a represent of our Burmese Community and have a bigger picture as County level. I launched my campaign to seek for local election, my campaign has been kicking off since April, and I am seeking for the office of Calhoun County Commissioner District 1 because I want to make our city to be a better place to live, work and raise a family.

I am happy to answer all the questions you may have. I have attached my contact information with this letter.

Thank you for your time and consideration.

Very Respectfully,
Dominic Oo

A handwritten signature in black ink, appearing to read "Dominic Oo". The signature is fluid and cursive, with a large loop at the end of the last name.

269-317-1770

Dominic Oo

Warriordom82@gmail.com (269) 317-1770 181 Woodhaven Drive, Battle Creek, MI 49015

EDUCATION

- **Bachelor of Science in Engineering Management Technology** December 2017
Western Michigan University, Kalamazoo, Michigan
- **Minor: Integrated Supply Management** December 2017

WORK EXPERIENCE

Senior Production Control Engineer April 2018 – Current
DMMI, Battle Creek, Michigan

PC-TIE, Production Control / Warehouse

- Warehouse Safety Layout Improvement
- Standardize Work Combination Table / Jobs Analysis / Time Studies
- NPI Phase in Warehouse space calculation
- Components rack design / Totes calculation for replenishment.
- Back to Basics / Heijunka Post Design / Monthly Volume and Calculation

Group Leader Feb 2004 – June 2013
II Stanley Inc., Battle Creek, Michigan

ALP Manufacturing, Manufacturing I

- Inspected visual dimensions at the beginning of the shift and every 2 hours thereafter.
- Used Kanban System to collect orders and keep track of daily shipping.
- Kept track of production time and daily activity charts.
- Responsible for keeping track of daily Operating Job Training sheets update.
- Monitored cycle time to reduce waste and repetitive motions.

COMMUNITY EXPERIENCE

- Calhoun County Senior Millage Allocation Committee (SMAC) Since May 2021
- Co-Chair of DENSO Burmese Network (DBN) Since March 2020
- Board of Deacons – Gospel Baptist Church Since January 2013
- Treasurer of Board of Deacons – Gospel Baptist Church Since January 2015
- Board of Trustees – Gospel Baptist Church Since January 2017
- Building Committee – Gospel Baptist Church Since January 2023
- Executive Committee – Calhoun County GOP Since November 2022

REFERENCES

- References available upon request.

Burma Center

Burmese American Initiative

765 Upton Avenue | Springfield, MI 49037 | 269- 441-1131

August 9, 2024

To Whom It May Concern:

I am writing to strongly support Dominic Oo's application for the Community Oversight Board with the City of Battle Creek. As a longtime resident of Battle Creek, I have seen firsthand Dominic's dedication to our Burmese community and his commitment to making Battle Creek a better place.

Since immigrating in 2002 from Burma, Dominic has made Battle Creek his home, demonstrating hard work and leadership through his professional achievements, including his role as a Production Control Engineer at DENSO Manufacturing. Beyond his career, Dominic has been a vital community member, helping Burmese immigrants navigate life in the U.S. and actively supporting local seniors, veterans, Burmese workforce at DENSO, and church activities. Dominic's deep involvement in our community, combined with his commitment to diversity, equity, and inclusion, makes him an ideal candidate for the Community Oversight Board. I am confident he will bring valuable perspectives and work diligently to build trust between the community and law enforcement.

I wholeheartedly support Dominic Oo's application and believe he will be an outstanding asset to the board. Thank you for your consideration.

Thank you and please contact our office directly if you have questions.

Sincerely,



Christina Khim
Executive Director

Patricia S Worden

From: noreply@civicplus.com
Sent: Saturday, July 20, 2024 4:52 PM
To: Rebecca D. Forbes; Patricia 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	Jennifer LaGrand-Williams
Are you 18 years or older?	Yes
Home address	124 W. Manchester Street
City	Battle Creek
State	MI
Zip code	49037
Email address	j.lagrand@yahoo.com
Home phone	269-967-9483
Work phone	269-965-9671
Cell phone	269-967-9483
Current occupation (students should list school activities)	Student Support Coordinator
Employer and work address (students should list school)	Battle Creek Public Schools /Community In Schools, 3 West Van Buren Street, Battle Creek, Michigan, 49037

Educational background/degrees (students should list current year in school) B.A in Public Administration, Siena Heights University, 12/2011. A.A Kellogg Community College, (1998)P

List any appointed positions or boards/committees/commissions/councils on which you have served, and year(s) of service Battle Creek Urban League Board of Directors, and Young Professional Board (2016-2018)

List any organizations to which you belong (professional, technical, community, nonprofit; students should list school organizations) Neighborhood Planning Council, Washington Heights Community Ministries-Present.

Briefly explain your interest, experience, and/or qualifications for the boards for which you are applying Protect civil rights, Support effective policing, Ensure greater accountability, Enhance transparency and public reporting, Lower liability and costs for county taxpayers and more importantly build trust between community enforcement. My experiences have been showing up for the citizens in the community old or young that have concerns. Door knocking having community conversations, attending City Commission Meetings, and Community meetings. I am selected I will do my best to build trust between community and law enforcement. We are much better together than we're apart.

Attach additional information [Jennifer Williams \(1\).pdf](#)

Please tell us how you found out about our boards, etc. and/or vacancies City website, BC Enquirer online, and friend.

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 Jennifer LaGrand Williams

Date 07/20/2024

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

none

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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>

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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>

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	3
Experience	Live in BC city limits

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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>

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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>

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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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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Community Oversight Board

Serves in an advisory capacity to the City Manager in reviewing appeals of investigations and findings of community complaints made against the Battle Creek Police Department. Creates bridges between community and law enforcement by supporting community education and transparency, providing community perspective on practices and policies of the department, and working to build

credibility and community trust. There are seven members and two alternates, reflecting the city's demographics as closely as possible. Meets at least quarterly.

Rank	1
Experience	Live in BC city limits

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>
Experience	<i>Field not completed.</i>

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>
Experience	<i>Field not completed.</i>

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>
Experience	<i>Field not completed.</i>

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 2

Experience Live in BC city limits

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 *Field not completed.*

Experience *Field not completed.*

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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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 *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.](#)



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"/> Gogua Lake Board
<input type="checkbox"/> Battle Creek Area International Relations Committee	<input type="checkbox"/> Historic District Commission
<input type="checkbox"/> Battle Creek Downtown Development Authority	<input type="checkbox"/> Human Relations Board
<input type="checkbox"/> Battle Creek Housing Commission	<input type="checkbox"/> Income Tax Board of Review
<input type="checkbox"/> Battle Creek TIFA/Brownfield Development Authority	<input type="checkbox"/> Lakeview Downtown Development Authority
<input type="checkbox"/> Battle Creek Transit Local Advisory Council	<input type="checkbox"/> License Review Board
<input type="checkbox"/> Battle Creek Transit Local Coordinating Committee	<input type="checkbox"/> Local Development Financing Authority
<input type="checkbox"/> Board of Appeals (Housing)	<input type="checkbox"/> Local Officers' Compensation Commission
<input type="checkbox"/> Board of Review (Assessing)	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Police/Fire Retirement System Board
<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Sustainable BC Committee
<input checked="" type="checkbox"/> Community Oversight Board	<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	

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

Name Phenix, Brandon M.D.

Home Address 183 Pleasantview Drive Email brandonphenix@gmail.com

Telephone Home _____ Work _____ Cell 202.681.8720

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

Current occupation (students, list school activities) Education executive

Employer/work address (students, list school) 321 E. Ohio St, Marquette, MI 49855 (I work remotely from home)

Educational background/degrees (students, list year in school) BA from U of Michigan (2003), MA from Relay GSE (2017)

List any appointive positions or boards/committees/commissions/councils on which you have served and year(s) of service
None

List any organizations to which you belong (professional, technical, community, nonprofit; students, list school organizations) None

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.) I had the privilege of working at Battle Creek Public Schools for five years; my wife and I are growing our family in Battle Creek and

I am looking for ways to be involved. _____

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 Brandon Phenix Date 7/18/2024

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

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

Community Oversight Board – Appointing authority: Mayor and Commission

Serves in an advisory capacity to the City Manager in reviewing appeals of investigations and findings of community complaints made against the Battle Creek Police Department. Creates bridges between community and law enforcement by supporting community education and transparency, providing community perspective on practices and policies of the department, and working to build credibility and community trust. There are nine members (two are non-voting city staff) and two alternates, reflecting the city's demographics as closely as possible. Meets at least quarterly.

Contact: DEI Officer, 269-966-3311

Experience: Live in city limits Live in other municipality with city police service NAACP representative Voces of Battle Creek representative The Burma Center representative

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: Tuesday, July 9, 2024 2:37 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	Kaciana Champlin
Are you 18 years or older?	Yes
Home address	20 E ACACIA BLVD
City	BATTLE CREEK
State	MI
Zip code	49015
Email address	kchamplin@battlecreek-homes.com
Home phone	2698737004
Work phone	Field not completed.
Cell phone	Field not completed.
Current occupation (students should list school activities)	Real Estate Agent
Employer and work address (students should list school)	RE/MAX Perrett Assoc - 317 E Columbia Ave, Battle Creek, MI 49015
Educational background/degrees (students should list current year in school)	Bachelor's in Finance (SummaCumLaude) from WMU, minor in Real Estate

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

Humane Society of South Central Michigan, currently treasurer (2023-current), Kalamazoo Ultimate Disc League board (2019-2022), Battle Creek Over 30 Hockey League board (2019-2021)

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

Professional Designations - Real Estate Broker, Graduate of the Realtor Institute, Accredited Buyer's Representative, At Home With Diversity, Commitment to Excellence, Certified Tourism Ambassador.

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

Kimberley Holley let me know about the community oversight board and it seemed like a good fit for me.

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

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

Kaciana Champlin Hoffman

Date

07/09/2024

(Signal Break)

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	2
Experience	Real estate/development/law, Live in BC city limits

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	3
Experience	Real estate/development/law, Live in BC city limits

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>
Experience	<i>Field not completed.</i>

Community Oversight Board

Serves in an advisory capacity to the City Manager in reviewing appeals of investigations and findings of community complaints made against the Battle Creek Police Department. Creates bridges between community and law enforcement by supporting community education and transparency, providing community perspective on practices and policies of the department, and working to build credibility and community trust. There are seven members and two alternates, reflecting the city's demographics as closely as possible. Meets at least quarterly.

Rank	1
Experience	Live in BC city limits

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 *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 *Field not completed.*

Experience *Field not completed.*

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	<i>Field not completed.</i>
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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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Email not displaying correctly? [View it in your browser.](#)

Patricia Worden

From: noreply@civicplus.com
Sent: Wednesday, August 7, 2024 6:59 PM
To: Rebecca D. Forbes; Patricia 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 I Stephens
Are you 18 years or older?	Yes
Home address	230 Orleans Avenue
City	Battle Creek
State	MI
Zip code	49015
Email address	mstphns18@gmail.com
Home phone	<i>Field not completed.</i>
Work phone	<i>Field not completed.</i>
Cell phone	2694068280
Current occupation (students should list school activities)	Laborer
Employer and work address (students should list school)	Work by Faith Homecare, 7708 Van Buren St W Battle Creek, MI 49037-2218
Educational background/degrees (students should list current year in school)	Some college

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

Field not completed.

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

Field not completed.

Attach additional information

[Battle Creek Boards and Committees application Mark S-2.pdf](#)

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

I watch the BC YouTube and saw an announcement from Mayor Mark Benhke

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

Mark I Stephens

Date

08/09/2024

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):

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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>

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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>

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	3
Experience	Public transportation, Live in BC city limits

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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>

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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Community Oversight Board

Serves in an advisory capacity to the City Manager in reviewing appeals of investigations and findings of community complaints made against the Battle Creek Police Department. Creates bridges between community and law enforcement by supporting community education and transparency, providing community perspective on practices and policies of the department, and working to build credibility and community trust. There are seven members and two alternates, reflecting the city's demographics as closely as possible. Meets at least quarterly.

Rank	1
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Experience	Live in BC city limits
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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>
Economic Development Corporation	
Alleviates unemployment conditions, assists in industry retention and promotes the general welfare of Battle Creek.	
Rank	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
Historic District Commission	
Reviews plans for exterior modifications or demolition of buildings within the federal, state, or local historic districts.	
Rank	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
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	<i>Field not completed.</i>
Experience	<i>Field not completed.</i>
Income Tax Board of Appeals	

Attempts to settle city income tax disputes.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Lakeview Downtown Development Authority

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

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
------------	-----------------------------

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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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>
------------	-----------------------------

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
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Experience	Live in BC city limits
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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 *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 Worden

From: noreply@civicplus.com
Sent: Friday, August 2, 2024 9:35 PM
To: Rebecca D. Forbes; Patricia 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	Clare Tanner
Are you 18 years or older?	Yes
Home address	405 Orchard Ave
City	Battle Creek
State	Michigan
Zip code	49017
Email address	clare@thearccalhoun.org
Home phone	(517)648-5907
Work phone	2699662575
Cell phone	(517)648-5907
Current occupation (students should list school activities)	Executive Director
Employer and work address (students should list school)	The Arc of Calhoun County
Educational background/degrees (students should list current year in school)	PhD in Sociology

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

Local Interagency Coordinating Council, Great Start Collaborative, Population Health Advisory Cabinet and Access to Care Committee, Cancer Care Equity; as part of my previous position was on several national academic committees related community health data, food insecurity and health, and health systems transformation. I serve on a Ph.D dissertation committee through the UNC Chapel Hill.

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

The Arc of Michigan and The Arc of the United States, American Evaluation Association, Leila Arboretum.

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

I would like to serve on the Community Oversight Board. I am Executive Director of The Arc of Calhoun County, which has advocated for individuals with intellectual and developmental disabilities in Calhoun County since 1954. I am an advocate and financial trustee for a sibling with a serious and persistent mental illness who lives with me. I want to make sure my professional and family experience with disability are represented on this committee.

Attach additional information

[C Tanner resume.pdf](#)

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

email listserv

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

Clare L. Tanner

Date

August 2, 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.*

Community Oversight Board

Serves in an advisory capacity to the City Manager in reviewing appeals of investigations and findings of community complaints made against the Battle Creek Police Department. Creates bridges between community and law enforcement by supporting community education and transparency, providing community perspective on practices and policies of the department, and working to build

credibility and community trust. There are seven members and two alternates, reflecting the city's demographics as closely as possible. Meets at least quarterly.

Rank	1
Experience	Live in BC city limits

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>
Experience	<i>Field not completed.</i>

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>
Experience	<i>Field not completed.</i>

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>
Experience	<i>Field not completed.</i>

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	2
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Experience	Live in the metropolitan area
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Income Tax Board of Appeals

Attempts to settle city income tax disputes.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Lakeview Downtown Development Authority

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

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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 Worden

From: noreply@civicplus.com
Sent: Sunday, August 4, 2024 10:54 PM
To: Rebecca D. Forbes; Patricia 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	Mary Graniela
Are you 18 years or older?	Yes
Home address	26 Territorial Rd West
City	Battle Creek
State	Michigan
Zip code	49015
Email address	caliopegreco@yahoo.com
Home phone	2692396910
Work phone	2698414111
Cell phone	2692396910
Current occupation (students should list school activities)	Community Liaison Representative
Employer and work address (students should list school)	Voces, 1346 W Columbia Ave, Battle Creek, MI 49015
Educational background/degrees (students should list current year in school)	Master's Degree in Strategic Management, Bachelor's Degree in Journalism

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

N/A

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

Voces - Employer

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

I am Ecuadorian and I arrived in the United States almost 20 years ago, where I have gone through all the possible obstacles. Facing barriers such as learning a language without instruction, assimilating to a unique lifestyle, working in a new industry, and learning about the cultural environment makes me one of many immigrants who has worked hard to adapt to an unfamiliar system. I have been able to perceive and experience the great disadvantage of being an immigrant, and at the same time, I have had the joy of breaking paradigms and overcoming challenges that are difficult for those of us who were not born in this country.

My development in all aspects throughout these years has been arduous, but this journey has allowed me to experience a wealth of opportunities, including learning about immigration laws to achieve my naturalization and citizenship; learning about educational opportunities, so that my daughter can obtain a first-class education; and learning about how to navigate my professional development. To elaborate on the last point, although I had received my Master's degree before arriving in this country, I had to restart and redefine myself professionally from the very beginning like almost all those within Latino community who immigrated to the United States.

My current work experience at Voces,

first as a Housing Community Liaison Representative and now as a Community Liaison Representative, has provided me a golden opportunity to have direct and meaningful contact with the Latino community in Battle Creek. My job is to guide them through the complex process of seeking help, resolving cases and conflicts of many kinds, receiving referrals to other organizations, and above all I aim to provide the feeling that someone listens to their needs and is there for them no matter what. Every day I have the privilege of contributing my expertise to members of the community. This has allowed me to grow as a human being, have social awareness and knowledge of the problems (that many live with day by day) that afflict the community, and above all has taught me to never forget my roots.

Working at Voces has allowed me to connect with organizations, institutions, individuals, aid programs, and services in the city and throughout the state that the community requires. I must clarify that although my English is not fluent, I truly believe I am prepared for this challenge. Despite being a part of Voces, I am applying for this position as a member of the community. I know and understand the needs of the community because I am part of it myself. Furthermore, I believe that my community will have a representative who looks after their interests, has common ground in terms of culture and background, and can be impartial and fair at all times.

Attach additional information	Resume Mary Graniela.pdf
Please tell us how you found out about our boards, etc. and/or vacancies	Voces was asked for a community representative to apply during a meeting that I was part of.
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

Mary Graniela

Date

08/04/2024

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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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)

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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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Community Oversight Board

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Rank	1
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Experience	Live in BC city limits
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Historic District Commission

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

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	3
------	---

Experience	Live in the metropolitan area
------------	-------------------------------

Income Tax Board of Appeals

Attempts to settle city income tax disputes.

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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Lakeview Downtown Development Authority

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

Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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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	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
------------	-----------------------------

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>
------	-----------------------------

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 2

Experience	Interest/knowledge about lead in drinking water and its affects, Live in BC city limits
------------	---

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. 535

A Resolution seeking authorization regarding contract renewals through May 31, 2027, with Shouldice Industrial Manufacturers and Contractors, Inc., for two contracted journeyman electricians to fill staffing gaps at the Wastewater Treatment Plant and Verona Pumping Station.

BATTLE CREEK, MICHIGAN - 8/20/2024

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to execute contract renewals for Contract No. 2024-062R for any term that does not exceed May 31, 2027, for two journeyman electricians from Shouldice Industrial Manufacturers and Contractors, Inc., at established base rates. This work will be paid from 590.24.5640.801.010 – Professional & Other Services Professional Services.

Battle Creek City Commission
8/20/2024

Action Summary

Staff Member: Chris Huff, Purchasing Agent

Department: Purchasing

SUMMARY

A Resolution seeking authorization regarding contract renewals through May 31, 2027, with Shouldice Industrial Manufacturers and Contractors, Inc., for two contracted journeyman electricians to fill staffing gaps at the Wastewater Treatment Plant and Verona Pumping Station.

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

Resolution #401 dated 4/2/24 approved a contract with Shouldice Industrial Manufacturers and Contractors, Inc., to provide two journeyman electricians at the WWTP and Verona for a period not to exceed September 30, 2024. Resolution #443 dated 5/21/24 approved an increase because of new IBEW rates.

It is necessary to continue to fill the staffing gaps at the WWTP and Verona because finding electricians for current open City positions has not been successful.

The current IBEW contract has contracted rates through May 31, 2027, so Shouldice is able to provide the following rates to the City, which would be applicable for renewals of any corresponding term, through May 31, 2027.

Term Straight Time Time and a Half Double Time

6/1/25 – 5/31/26 \$114.91 \$152.63 \$187.91

6/1/26 – 5/31/27 \$123.22 \$161.60 \$196.16

The contract amendment also allows for use of specific City-owned vehicles, as approved by Risk Management.

WWTP, mutually agreed upon with Shouldice, will have the option to do renewals by month(s), several months, or a year, as required. No renewal will exceed May 31, 2027, without further commission approval. As with all of our contracts, we have the ability to cancel.

DISCUSSION OF THE ISSUE

POSITIONS

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 2024-062R_Contract_Amendment.pdf	Contract Amendment
<input type="checkbox"/> 2024-062R_Electrician_at_WWTP_and_Verona_Shouldice.pdf	Original Contract

CONTRACT AMENDMENT

CITY OF BATTLE CREEK
PURCHASING DEPARTMENT
10 N. DIVISION ST., STE 214
BATTLE CREEK, MI 49014

PAGE NO. 1
Phone: (269) 966-3390
Fax: (269) 963-9222
Email: purchasing@battlecreekmi.gov

AMENDMENT #2 CONTRACT 2024-062R Electrician at WWTP and Verona

RENEWAL: This amendment is for the purpose of renewing the contract from October 1, 2024, through May 31, 2025, for the current licensed journeyman electrician rate, and terms and conditions per attached letter from Shouldice dated August 9, 2024:

Term	Straight Time	Time and a Half	Double Time
6/1/24 – 5/31/25	\$106.87	\$143.86	\$179.03

FUTURE RATES: This amendment also establishes the licensed journeyman electrician rates for the following terms, and shall be applicable for all future renewals through May 31, 2027, along with terms and conditions per attached letter from Shouldice dated August 9, 2024:

Term	Straight Time	Time and a Half	Double Time
6/1/25 – 5/31/26	\$114.91	\$152.63	\$187.91
6/1/26 – 5/31/27	\$123.22	\$161.60	\$196.16

MATERIALS AND TRANSPORTATION: This amendment removes the requirement for Shouldice to provide materials and transportation, except in cases where mutually agreed upon in the field on a case by case basis.

SAFE DRIVING: Shouldice must provide driving records and copies of current Michigan Driver's Licenses of their electricians operating City-owned vehicles, which City of Battle Creek Risk Management must approve. Shouldice employees are responsible for obeying all state and local traffic laws while operating City-owned vehicles, and shall practice safe driving at all times. Employees are solely responsible for payment of any traffic fines or fees that they incur.

INSURANCE: This amendment adds the requirement for insurance certificate for Hired Autos coverage, naming the specific City-owned vehicles' information: Vehicle number, VIN, and license plate.

Continued...

CONTRACT AMENDMENT

CITY OF BATTLE CREEK
PURCHASING DEPARTMENT
10 N. DIVISION ST., STE 214
BATTLE CREEK, MI 49014


PAGE NO. 1
Phone: (269) 966-3390
Fax: (269) 963-9222
Email: purchasing@battlecreekmi.gov

All other terms and conditions of the original contract and any previous amendments remain the same. In cases of conflict, the most recent document takes precedence.

VENDOR HEREBY ACKNOWLEDGES RECEIPT AND AGREEMENT TO THE ABOVE AMENDMENT I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov):

THE ABOVE REFERENCED CONTRACT
AMENDMENT IS ISSUED THIS DATE _____
AT BATTLE CREEK, MI

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

 8/12/2024
Signature Date

Daniel VanMiddlesworth **President**
Printed Name and Title

City Manager Date

Shouldice Industrial Manufacturers and Contractors, Inc.
Company Name

182 Elm St.
Address

Battle Creek **MI** **49017**
City State Zip

269-962-5579 **c_heuer@shouldicebrothers.com**
Telephone Number Email

182 Elm Street
 Battle Creek, Michigan 49014
 Phone: (269) 962-5579
 Fax: (269) 962-8114
 www.shouldicebrothers.com



Sheet Metal Services
 Millwright Services
 Ironwork Services
 Electrical Services
 Piping Services
 General Trades

City of Battle Creek

August 9, 2024

To Whom it may Concern:

We are pleased to provide the following time and material rates for the City of Battle Creek WWTP project. These rates are for work performed at your facilities in Calhoun County, Michigan, on first shift, within the parameters of each of our local unions.

Electrical

	1T	1-1/2T	2T
Licensed Electrical Journeyman			
6/1/24-5/31/25	\$ 106.87	\$ 143.86	\$ 179.03
6/1/25-5/31/26	\$ 114.91	\$ 152.63	\$ 187.91
6/1/26-5/31/27	\$ 123.22	\$ 161.60	\$ 196.16

All hours and staffing for Electrical must abide by the rules in our Union Agreement. Rules and regulations are as follows:

Electrical work performed between 7:00 a.m. and 3:30 p.m., Monday through Friday will be billed at Straight Time. Work performed after 3:30 p.m., Monday through Friday and all-day Saturday, will be billed at 1-1/2 time. All work performed on Sunday and holidays will be billed at Double Time.

For all trades the following days are considered to be the double time paid holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Presidential Election Day, and Christmas Day.

No work shall be performed on the Fourth of July or Labor Day except for the protection of life or property, without the permission of the Union.

Should any of the above-mentioned legal holidays fall on Sunday, then the following Monday will be considered a legal holiday. Should any of the above-mentioned holidays fall on Saturday, the preceding Friday shall be observed as the legal holiday.

Additional rules and regulations are as follows:

All time worked before or after the established work day of eight (8) hours, Monday through Friday, shall be paid at a rate of 1-1/2 time. Work before or after the established work day on Saturday will be billed at Double Time.

To be considered an established shift, second and third shifts must be five (5) consecutive days. Anything less than five (5) consecutive days will be billed at 1-1/2 time or Double Time; depending on when they occur. Any emergency call-ins will also be billed at 1-1/2 time or Double Time; depending on when they occur.

To utilize four (4) ten (10) hour days instead of five (5) eight (8) hour days, then Monday through Thursday for ten (10) hours each day will be billed at the Straight-Time prevailing rate. Work in excess of ten (10) hours per day (Monday through Thursday) shall be paid at time and one-half, as will Friday and Saturday. All work performed on Sunday and holidays will be billed at Double Time.

Per union contracts the ratio/amount of General Foreman/ Foreman to employees on the job will be followed and billed in accordance with union regulations.

Additionally, all hand tools are supplied by mechanics. The usage of Shouldice Large Tools will be charged per the current published rate schedule. Any other special equipment needed will be billed at a rate of cost plus 10%. All work performed by our subcontractors will be at cost plus 10%. Any materials purchased will be at our cost plus 10%.

Please don't hesitate to contact our office should you have any questions or require additional information.

Sincerely,

SHOULDICE INDUSTRIAL MANUFACTURERS AND CONTRACTORS, INC.

John Reed

John T. Reed
Vice-President of Construction Trades
Electrical Division Manager



ADDITIONAL REMARKS SCHEDULE

AGENCY Hub International Midwest East		License # 0019304-1	NAMED INSURED Shouldice Industrial Manufacturers and Contractors, Inc. 182 Elm Street Battle Creek, MI 49014
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Shouldice drivers - Ted Keaton and Andrew Winter

Hired "Autos" - Those "autos" you lease, hire, rent or borrow. This does not include and "Auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

Hired Auto Physical Damage Coverage - Coverage equal to the broadest physical damage coverage (\$96,000) applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsement amending this schedule.

CONTRACT AMENDMENT

CITY OF BATTLE CREEK
PURCHASING DEPARTMENT
10 N. DIVISION ST., STE 214
BATTLE CREEK, MI 49014

PAGE NO. 1
Phone: (269) 966-3390
Fax: (269) 963-9222

Email: purchasing@battlecreekmi.gov

AMENDMENT #1 CONTRACT 2024-062R Electrician at WWTP and Verona

This amendment is for the purpose of updating the licensed journeyman electrician rate effective June 1, 2024, per the attached letter from Shouldice Industrial Manufacturers & Contractors, Inc., dated May 14, 2024. This amendment also extends the contract through September 30, 2024. All other terms and conditions of the original contract and any previous amendments remain the same. In cases of conflict, the most recent document takes precedence.

VENDOR HEREBY ACKNOWLEDGES RECEIPT AND AGREEMENT TO THE ABOVE AMENDMENT I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov):

THE ABOVE REFERENCED CONTRACT
AMENDMENT IS ISSUED THIS DATE _____
AT BATTLE CREEK, MI

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



05/14/2024
Date

Daniel VanMiddlesworth President
Printed Name and Title

Shouldice Industrial Manufacturers & Contractors, Inc.
Company Name

182 Elm St
Address

Battle Creek
City

269-962-5579
Telephone Number

MI **49017**
State Zip
c_heuer@shouldicebrothers.com
Email



City Manager Date
5/23/2024

Hi Chas,

I have reviewed amendment #1 to Contract #2024-062R with Shouldice Industrial Manufacturers and Contractors, Inc. for licensed journeyman electrician rate and extend the term and with the inclusion of the referenced May 14, 2024 letter from the contractor setting out the new rates. I approve it for Rebecca for Tel 41 signature.



Resolution NO. 443

A Resolution seeking to amend Resolution #401 dated 4/02/2024, at increased rates for two contracted journeyman electricians to temporarily fill staffing gaps at the Wastewater Treatment Plant and renewing the contract through September 30, 2024.

BATTLE CREEK, MICHIGAN - 5/21/2024

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to sign a contract amendment for the new IBEW rates for the two contracted journeyman electricians to temporarily fill staffing gaps at the Wastewater Treatment Plant, effective June 1, 2024, and renew the contract through September 30, 2024.

I, Victoria Houser, City Clerk of the City of Battle Creek, hereby certify the above and foregoing is a true and correct copy of a Resolution adopted by the Battle Creek City Commission at a Regular meeting held on May 21, 2024.

Victoria L. Houser

Victoria Houser

Battle Creek City Commission
5/21/2024

Action Summary

Staff Member: Chris Huff, Purchasing Agent

Department: Purchasing

SUMMARY

A Resolution seeking to amend Resolution #401 dated 4/02/2024, at increased rates for two contracted journeyman electricians to temporarily fill staffing gaps at the Wastewater Treatment Plant and renewing the contract through September 30, 2024.

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

Resolution #401 dated April 2, 2024, approved a contract (#2024-062R) for two contracted journeyman electricians to temporarily fill staffing gaps at the Wastewater Treatment Plant.

The Resolution gave approval for a six month contract; however, with a new IBEW contract in process of being renewed at that time, we only signed a contract through May 31, 2024.

This amendment allows for that IBEW increase for journeyman electricians, and also to extend the contract through September 30, 2024. The previous Resolution allowed for contract extensions, but not at the new IBEW rate. This Resolution makes it clear that we can amend the contract with the new IBEW rates, which will apply through any renewals through May 31, 2025. Renewals beyond May 31, 2025, will require commission approval, if necessary.

POSITIONS

ATTACHMENTS:

File Name	Description
Signed amendment.pdf	Amendment

182 Elm Street
Battle Creek, Michigan 49014
Phone: (269) 962-5579
Fax: (269) 962-8114
www.shouldicebrothers.com



Sheet Metal Services
Millwright Services
Ironwork Services
Electrical Services
Piping Services
General Trades

City of Battle Creek

May 14, 2024

To Whom it may Concern:

We are pleased to provide the following time and material rates for the City of Battle Creek. These rates are for work performed at your facilities in Calhoun County, Michigan, on first shift, within the parameters of each of our local unions. The rates are effective June 1, 2024 through May 31, 2025.

Electrical

		1T	1-1/2T	2T
-				
Licensed Electrical Journeyman	\$	106.87	\$ 143.86	\$ 179.03

All hours and staffing for Electrical must abide by the rules in our Union Agreement. Rules and regulations are as follows:

Electrical work performed between 7:00 a.m. and 3:30 p.m., Monday through Friday will be billed at Straight Time. Work performed after 3:30 p.m., Monday through Friday and all-day Saturday, will be billed at 1-1/2 time. All work performed on Sunday and holidays will be billed at Double Time.

For all trades the following days are considered to be the double time paid holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Presidential Election Day, and Christmas Day.

No work shall be performed on the Fourth of July or Labor Day except for the protection of life or property, without the permission of the Union.

Should any of the above-mentioned legal holidays fall on Sunday, then the following Monday will be considered a legal holiday. Should any of the above-mentioned holidays fall on Saturday, the preceding Friday shall be observed as the legal holiday.

Additional rules and regulations are as follows:

All time worked before or after the established work day of eight (8) hours, Monday through Friday, shall be paid at a rate of 1-1/2 time. Work before or after the established work day on Saturday will be billed at Double Time.

To be considered an established shift, second and third shifts must be five (5) consecutive days. Anything less than five (5) consecutive days will be billed at 1-1/2 time or Double Time; depending on when they occur. Any emergency call-ins will also be billed at 1-1/2 time or Double Time; depending on when they occur.

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Per union contracts the ratio/amount of General Foreman/ Foreman to employees on the job will be followed and billed in accordance with union regulations.

Additionally, all hand tools are supplied by mechanics. The usage of Shouldice Large Tools will be charged per the current published rate schedule. Any other special equipment needed will be billed at a rate of cost plus 10%. All work performed by our subcontractors will be at cost plus 10%. Any materials purchased will be at our cost plus 10%.

Please don't hesitate to contact our office should you have any questions or require additional information.

Sincerely,

SHOULDICE INDUSTRIAL MANUFACTURERS AND CONTRACTORS, INC.

John Reed

John T. Reed
Vice-President of Construction Trades
Electrical Division Manager



Resolution NO. 401

A Resolution seeking acceptance of the proposal of best value from Shouldice Industrial Manufacturers and Contractors, Inc., for two contracted journeyman electricians to fill staffing gaps at the Wastewater Treatment Plant and Verona Pumping Station for six months, at a base rate of \$99.41 per hour.

BATTLE CREEK, MICHIGAN - 4/2/2024

Resolved by the Commission of the City of Battle Creek:

That the proposal of best value for two journeyman electricians to fill staffing gaps is accepted from Shouldice Industrial Manufacturers and Contractors, Inc., for a period of six months at a base rate of \$99.41 per hour. The City Manager is authorized to execute Contract No. 2024-062R, and any necessary renewals which will be paid from 590.24.5640.801.010 - Prof & Oth Svcs Professional Services.

I, Victoria Houser, City Clerk of the City of Battle Creek, hereby certify the above and foregoing is a true and correct copy of a Resolution adopted by the Battle Creek City Commission at a Regular meeting held on April 2, 2024.

Victoria Houser

Battle Creek City Commission
4/2/2024

Action Summary

Staff Member: Christine Huff, Purchasing Agent

Department: Purchasing

SUMMARY

A Resolution seeking acceptance of the proposal of best value from Shouldice Industrial Manufacturers and Contractors, Inc., for two contracted journeyman electricians to fill staffing gaps at the Wastewater Treatment Plant and Verona Pumping Station for six months, at a base rate of \$99.41 per hour.

BUDGETARY CONSIDERATIONS

HISTORY, BACKGROUND and DISCUSSION

The City issued an RFP for the purpose of temporarily contracting for 2 full time, 40 hours per week journeyman industrial electricians to be temporarily staffed mostly at our Wastewater Treatment Plant but also at Verona for six months. The contract has available renewals to give flexibility to the WWTP; however, it's very unlikely that the contract will exceed six months, as they must hire permanent staff.

The attached memo from Rodney Clifton, Wastewater Treatment Plant Superintendent, explains in more detail the need for this temporary contract.

The contract has a termination for convenience clause that will allow WWTP to cancel the contract earlier than 6 months if they are able to hire staff.

The RFP was issued on March 4, 2024. Copies of the RFP were provided to over thirty companies, as a combination of those registered in our vendor database as providing this service or product, and Internet search. Planhouses were also notified who broadcast such bids around the state. In addition, an advertisement was placed in the Battle Creek Shopper and on the City's bid management site, VendorRegistry.

Proposals were due on March 18, 2024, and we received one from Shouldice Manufacturers and Contractors Inc., for the hourly rate of \$99.41 per hour, with provisions for overtime and on call incentives. The contract requires that Shouldice pay the electrician at or exceeding the

current prevailing wage rate and fringes for that job classification. Those rates are \$35.97 per hour plus \$24.49 fringes. There is no bonding on this because this isn't a single project, but rather very small jobs throughout the day, as determined by need and directed by WWTP staff. The contractor will have general liability insurance, and the contracted electricians are covered under Shouldice's workers' compensation insurance.

Shouldice has done much work for the City, especially in recent years, and is well qualified to provide these services for this staffing gap.

POSITIONS

ATTACHMENTS:

	File Name	Description
📎	Rodney Clifton Memo.pdf	Clifton memo
📎	2024-062R_Journeyman_Electrician_WWTP_and_Verona.docx	Original RFP
📎	Shouldice.pdf	Shouldice proposal
📎	Draft_Contract.pdf	Draft contract

DOCUMENTS INCORPORATED INTO CONTRACT #2024-062R
Electrician at WWTP and Verona
Shouldice Industrial Manufacturers and Contractors, Inc.

City Manager's signing of the Offer and Acceptance page constitutes the City's acceptance to all of the following documents, which form the contract as explained in the RFP listed below. The most recent document takes precedence in cases where conflicts arise.

Please leave all documents in the order listed below

Item	Page(s)
Proposal submitted on March 18, 2024	2-10
Request for Proposal #2024-062R	11-30

182 Elm Street
Battle Creek, Michigan 49014
Phone: (269) 962-5579
Fax: (269) 962-8114
www.shouldicebrothers.com



Sheet Metal Services
Millwright Services
Ironwork Services
Electrical Services
Piping Services
General Trades

City of Battle Creek
10 N. Division St.
Battle Creek, MI 49014

March 15, 2024

RFQ#CH031524A

Attn.: Christine Huff

Re: RFP #2024-062R – Two (2) Journeyman Industrial Electricians at Verona and WWTP

Dear Christine:

We are pleased to provide for your consideration the following proposal for RFP #2024-062R:

4.3 EVALUATION CRITERIA:

A. FIRM QUALIFICATIONS

1. Describe the qualifications of your firm:

Shouldice is a full-service Industrial Manufacturer and Contractor that offers Electrical, General Trades, Sheet Metal, Millwright, Ironworker, and Pipe Fitter Services. Shouldice has been in business since 1907.

2. List three references that we may contact. Include name and email:

City of Coldwater
Contact: Jon Foley
Ph. 517.278.4118
Projects: WWTP & Water Pumping Stations. Various Process Controls and Power Distribution Projects.

Calhoun County, Michigan
Contact: Kevin Hamilton
Ph. 269.420.8435
Projects: All County Facilities - Various Power Distribution, Lighting, and Repair Projects.

Post Foods - Battle Creek, MI
Contact: Brendan Klok
Ph. 269.760.8196
Projects: Various Process Controls and Power Distribution Projects

3. Describe your staffing availability and how soon you can provide staff, 2 journeyman at WWTP/Verona:

We have immediate staffing availability and can provide two (2) Journeyman at WWTP/Verona as soon as necessary.

4. **Describe your ability to add staff at other divisions, such as how much notice you would need:**

Staff at other Divisions would require two (2) weeks' notice.

B. PERSONNEL QUALIFICATIONS

1. **Indicate the 2 journeyman who will be assigned to this contract, describing their qualifications and years of experience, along with copy of license. (Licenses – Attachment A)**

Ted Keaton – Ted has worked for Shouldice for 10 years, and has been working in the Electrical trades for 27 years.

Andrew Winter – Andrew has worked for Shouldice for 4 years, and has 7 years experience in the Electrical trades.

2. **Include when they can start:**

Both Journeyman listed above can start as soon as needed.

3. **List 2 other Journeyman who can be added to the contract at some point and the advanced notice you'd require for their engagement.**

Will discuss at Post Bid

C. PRICE

1. **Submit Section 6.0 Price Page**

See attachment B

2. **Rates and fringes must meet or exceed average Davis Bacon wages:**

See attachment C

Thank you for the opportunity to quote this project. Please do not hesitate to contact our office should you have any questions or require additional information.

Sincerely,

SHOULDICE INDUSTRIAL MANUFACTURERS AND CONTRACTORS, INC.

Chad S. Heuer

Electrical Division Project Manager/Estimator

Email: c_heuer@shouldicebrothers.com

Cell: (269) 209-8451

7.0 - OFFER AND ACCEPTANCE FORM

TO THE CITY OF BATTLE CREEK: We propose to furnish all labor, materials, equipment, tools, transportation and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the City.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal and any written exceptions in the offer. We understand that the items in this Request for Proposal, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

We agree to complete the contract within the times specified in this Request for Proposal.

We acknowledge receipt of the following addendum(s): _____

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

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

Shouldice Industrial Manufacturers & Contractors, Inc.

Company Name

182 Elm Street

Address

Battle Creek, MI 49014

City State Zip



Signature of Person Authorized to Sign

For clarification of this offer, contact:

Name: **Chad Heuer**
Project Manager

Phone: **269-209-8451**

Fax: **269-962-8114**

Email: **c_heuer@shouldicebrothers.com**

Daniel R. VanMiddlesworth

Printed Name

President

Title: **62 12.05**

Temporary electrician at WWTP and Verona

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

Contract Term: April 4, 2024, to May 31, 2024


The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. **2024-062R**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the City of Battle Creek Purchasing Agent.

COUNTERSIGNED:


City Manager

4/16/24
Date


Witness Signature

APPROVED AS TO FORM BY:

 Jill H. Steele
To: Chris L. Huff
Cc: Jenna L. Bagent; Rebecca D. Forbes

Reply Reply all Forward

Hi Chris,

I have reviewed Contract #2024-062R, as revised, with Shouldice Industrial Manufacturers and Contractors, Inc. for the provision of two journey electricians at the WWTP and Verona Pumping Station through May 31, 2024, and I approve it for Rebecca (or Ted's) signature.

ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORMS

I. YOUR FIRM'S BACKGROUND:

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

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

Are you subcontracting any part of this project? YES NO

Attachment A

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes

Journeyman Electrician License

TED KEATON
164 Pheasant Run
BATTLE CREEK, MI 49015



License No:
6333741

Expiration Date:
12/31/2024

Michigan Department of Licensing and Regulatory Affairs

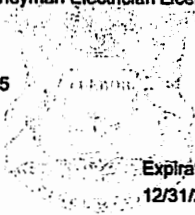
Bureau of Construction Codes

Journeyman Electrician License

ANDREW P WINTER

164 Lois Dr

Battle Creek, MI 49015



License No:
6343439

Expiration Date:
12/31/2024

6.0 - PRICE SHEET

The rates listed below shall be all-inclusive per journeyman. No charges will be allowed outside the hourly rates as contracted. All-inclusive means transportation, insurance, overheard, mileage, per diems, fringes, benefits....EVERYTHING.

Contract award will be based on qualifications with consideration to pricing and staff availability.

Rates are for hours worked only and do not include holidays, sick time, or paid time off (PTO), so please factor that into your rates.

Straight time hourly rate:	\$ 99.41
Overtime hourly rate (over 40 hours per week):	\$ See attached rate sheet
Call in hourly rate:	\$ See attached rate sheet
State minimum hours to be paid if journeyman gets called in: *	4-Hour Minimum

**Please Note: If Journeyman are required to carry a pager and be on standby every third week, they would require 10 hours of Straight Time pay for that week on call.*

182 Elm Street
Battle Creek, Michigan 49014
Phone: (269) 962-5579
Fax: (269) 962-8114
www.shouldicebrothers.com



Sheet Metal Services
Millwright Services
Ironwork Services
Electrical Services
Piping Services
General Trades

City of Battle Creek

March 14, 2024

To Whom it may Concern:

We are pleased to provide the following time and material rates for the City of Battle Creek. These rates are for work performed at your facilities in Calhoun County, Michigan, on first shift, within the parameters of each of our local unions. The rates are effective June 1, 2023 through May 31, 2024.

Electrical

	-	1T	1-1/2T	2T
Licensed Electrical Journeyman		\$ 99.41	\$ 134.30	\$ 167.48

All hours and staffing for Electrical must abide by the rules in our Union Agreement. Rules and regulations are as follows:

Electrical work performed between 7:00 a.m. and 3:30 p.m., Monday through Friday will be billed at Straight Time. Work performed after 3:30 p.m., Monday through Friday and all-day Saturday, will be billed at 1-1/2 time. All work performed on Sunday and holidays will be billed at Double Time.

For all trades the following days are considered to be the double time paid holidays:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Presidential Election Day, and Christmas Day.

No work shall be performed on the Fourth of July or Labor Day except for the protection of life or property, without the permission of the Union.

Should any of the above-mentioned legal holidays fall on Sunday, then the following Monday will be considered a legal holiday. Should any of the above-mentioned holidays fall on Saturday, the preceding Friday shall be observed as the legal holiday.

Additional rules and regulations are as follows:

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To utilize four (4) ten (10) hour days instead of five (5) eight (8) hour days, then Monday through Thursday for ten (10) hours each day will be billed at the Straight-Time prevailing rate. Work in excess of ten (10) hours per day (Monday through Thursday) shall be paid at time and one-half, as will Friday and Saturday. All work performed on Sunday and holidays will be billed at Double Time.

Per union contracts the ratio/amount of General Foreman/ Foreman to employees on the job will be followed and billed in accordance with union regulations.

Additionally, all hand tools are supplied by mechanics. The usage of Shouldice Large Tools will be charged per the current published rate schedule. Any other special equipment needed will be billed at a rate of cost plus 10%. All work performed by our subcontractors will be at cost plus 10%. Any materials purchased will be at our cost plus 10%.

Please don't hesitate to contact our office should you have any questions or require additional information.

Sincerely,

SHOULDICE INDUSTRIAL MANUFACTURERS AND CONTRACTORS, INC.

John Reed

John T. Reed
Vice-President of Construction Trades
Electrical Division Manager



CITY OF BATTLE CREEK
NOTICE OF REQUEST FOR PROPOSALS

RFP#: 2024-062R

**TITLE: 2 Journeyman Industrial Electricians at Verona and
WWTP**

ISSUE DATE: March 4, 2024

PROPOSAL DUE DATE: March 18, 2024, at 4:00 PM Local Time

LOCATION: **Proposals must be submitted online. See page 9 for instructions.
DO NOT EMAIL PROPOSALS.**

Purchasing Contact: **Christine Huff**
E-mail: chluff@battlecreekmi.gov questions only: do not email proposals

DESCRIPTION: Because of staffing gaps, the City is soliciting proposals for the purpose of contracting for 2 full time, 40 hours per week and rotating on call, journeyman industrial electricians to be staffed mostly at our Wastewater Treatment Plant, but also at Verona for an indefinite period of time, with a minimum of six months with possibility of going longer. The City and the contractor may, upon mutual agreement, add electricians for other City plants for the contracted hourly rates for any mutually agreed upon terms. Individual Positions/Placements may be terminated with 30 days' written notice. The City intends to award to one company, but reserves the right to make awards to 2 or more companies based on this RFP.

PROPOSAL SUBMITTAL:

Proposals must be submitted through our secure online bid management system by registered vendors by the date and time listed above.

Please upload **ONE pdf file** that includes all requested submittals, rather than several parts of the bid uploaded.

Please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations. This will redirect you to our secure VendorRegistry website where you can register as a vendor (required) and obtain this full document and upload your bid.

Email the purchasing contact listed above if the above link doesn't work.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSALS.

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6.0 - PRICE SHEET	12
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ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORMS.....	14
ATTACHMENT B - PREVAILING WAGES	15

1.0 GENERAL INFORMATION

1.1 **ISSUING OFFICE:** This RFP is issued for the City of Battle Creek, Michigan (hereinafter referred to as the "City") through the Purchasing Office, which shall be referred to as the "Issuing Office."

1.2 **GENERAL SUBMITTAL INFORMATION:** (See Section 4.0 for detailed information)

- A. Proposals must be submitted in complete original form as **one pdf** submitted through our secure online bid management system by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations OR email purchasing@battlecreekmi.gov for links.
- B. Proposals will be accepted via the method listed until the time and date specified herein. There will be no public reading because this is an RFP, wherein price is only one factor in selection and subject to negotiation. All proposals will be available after contract award, under the FOIA.
- C. Late proposals will not be accepted, and the online system will automatically shut off at exactly the specified time.
- D. All proposals submitted in response to this solicitation shall become the property of the City and be a matter of public record available for review. **Vendors are advised that their proposals are subject to FOIA, and are not confidential and should not be marked as such.** However, proposals shall not be considered fully received for the purpose of Freedom of Information Act requests until the City has determined that no additional clarifications or revisions of offers shall be accepted.
- E. The proposal shall be legally signed on the OFFER TO CONTRACT page and the complete address of the proposer given thereon.
- F. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in proposal prices

1.3 **TENTATIVE SCHEDULE:** The City may deviate from this schedule. The City will not discuss the status of any proposal or the selection process. All proposers will be notified in writing of the City's decision. **Please do not contact City staff for status updates.** Interviews, if necessary, will be scheduled at mutually agreed upon times.

Proposal Reviews:	week of March 25, 2024
Interviews, if applicable:	weeks of April 8 th and April 15 th
Final Decision:	Mid May

1.4 **AWARD OF CONTRACT:** This project will be awarded to a single contractor who submits the proposal deemed to be in the best interest of the City, unless otherwise noted in this document. Notwithstanding any other provision of the Request for Proposal, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all proposals, or portions thereof; or (3) reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until the City executes them. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, a Best and Final Offer, or by mutually agreed terms and conditions.

1.5 **SPECIAL INFORMATION**

- A. Addenda to the RFP: In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all contractors who are recorded as having received the RFP. It shall be the proposer's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda.
- B. News Releases: News releases pertaining to this RFP or the services, study or project to which it relates will not be made without prior approval, and then only in coordination with the Issuing Office.

1.6 **INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the offeror certifies that in connection with this proposal:

- A. The fees in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such fees with any other offeror or with any competitor; and,

- B. Unless otherwise required by law, the fees that have been quoted in the proposal have not been knowingly disclosed by the offeror directly or indirectly to any other offeror or city staff member or to any competitor; and,
- C. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.7 **CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.

1.8 **DEFINITIONS:**

- A. The "City" – The City of Battle Creek
- B. "Contractor," "Vendor," "Firm," or "Proposer" - The firm submitting a proposal, ultimately responsible for any contract that results from this RFP.
- C. "RFP" – This Request for Proposals.

1.9 **INTERVIEWS:** The City may or may not shortlist the proposers based upon responses to the submittal requirements. If necessary, the City shall conduct interviews/demonstrations. However, the City may determine that shortlisting and/or interviews/demonstrations are not necessary.

1.10 **FIRM QUALIFICATIONS:** Experiences with the City and entities that evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience. The City reserves the right to make any such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a proposal.

1.11 **DELIVERY:** Where applicable, proposals shall include all charges for delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.

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

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

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

1.13 **GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

1.14 **BID PROTEST PROCEDURE:** Protests about the bid procedure must be in writing. This written protest must be received by the City of Battle Creek, located at 10 N. Division, Suite 214, Battle Creek, MI 49014. This written protest must be received by the City no later than ten (10) working days after notification to all bidders of the contract award decision. The City of Battle Creek must issue its written decision no more than ten (10) business days from the day the written protest was received.

If a protester thinks that the City of Battle Creek has not followed these protest procedures, the protester has ten (10) business days from the alleged infraction to file a subsequent protest with the City of Battle Creek City Manager or federal granting agency if applicable.

1.15 **FEDERAL TERMS AND CONDITIONS**

If there are federal terms and conditions attached to this solicitation, they are hereby incorporated as a material part of this contract. In cases of conflict between terms in this agreement, the federal terms shall prevail.

2.0 - GENERAL TERMS AND CONDITIONS

- 2.1 MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.
- 2.2 NON-DISCRIMINATION CLAUSE:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of his or her actual or perceived race, color, religion, national origin, age, sex, height, weight, physical or mental disability, family status, sexual orientation, gender identity or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The contractor and any subcontractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2.3 ASSIGNMENT OF CONTRACT:** The contractor shall assign no right or interest in this contract in whole or in part and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 2.4 INDEMNIFICATION:** The contractor shall protect, defend, and save the City, its officials, employees, departments and agents harmless from and against any claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from negligent acts or omissions of the contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement shall limit the terms of this indemnification provision. In case of any action brought against the City by reason of any such claim, suit, action or demand, upon prompt notice from the City, contractor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the City.
- 2.5 CONTRACT:** The contract shall contain the entire agreement between the City and the Contractor relating to this requirement and shall prevail over any previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is agreed that the RFP in its entirety and all enclosed forms are fully incorporated herein as a material part of the contract. In case of conflicts, the most recent document will prevail.
- 2.6 PROVISIONS REQUIRED BY LAW:** Each provision required by law to be in the contract shall be enforced as though it were included herein, and if any such provision is not inserted, the contract shall be amended to make such insertion or correction.
- 2.7 RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. Taxes or social security payments shall not be withheld from a City payment issued hereunder; Contractor should make arrangements to directly pay such expenses, if any.
- 2.8 RIGHTS AND REMEDIES:** No provision in this contract shall be construed as a waiver by either party of any existing or future right or remedy available by law in the event of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.9 ADVERTISING:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the City. The City shall not unreasonably withhold permission.
- 2.10 APPLICABLE REGULATIONS/POLICIES:** The Revised Code of the State of Michigan, the Charter of the City of Battle Creek, all City Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Proposer to be familiar and comply with said regulations/policies.
- 2.11 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** Contractor shall give all notices and pay all royalties and fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. Contractor shall comply with all laws, ordinances and codes applicable to any portion of the work. All services, information, computer program elements, reports, and other deliverables that are

created under this Agreement shall be the property of the City. The Contractor shall place no restrictions on the City with regard to the distribution of any of these materials; the City shall have full, unrestricted rights to make and distribute unlimited copies of any services, information, computer programs/elements, reports, or any other deliverable. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

2.12 SUBCONTRACTORS: No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3.0 - SPECIAL TERMS AND CONDITIONS

3.1 TERM AND RENEWAL: The initial term of the contract shall remain in effect for a period of six (6) months, unless another term is required. The contractor agrees that the City shall have the right, upon mutual consent, to renew the contract for any mutually agreed upon term, not to exceed September 30, 2027. In the event that the City exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

3.2 PRICE ADJUSTMENT: A price increase adjustment shall be considered only at the time of a contract renewal and shall be a factor in the renewal review process. The City shall determine whether the requested price increase or an alternate option is in the best interest of the City.

3.3 QUANTITIES: Because this is an annual requirements contract, the City reserves the right to increase or decrease the estimated hours per electrician or individual placement as best fits its needs, and the City does not guarantee maximums or minimums. The City also reserves the right to spot-bid unusually large one-time quantities or to buy outside of this contract if extenuating circumstances exist.

3.4 KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

3.5 CANCELLATION: The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term, or condition of the contract. The City shall issue written notice to the contractor for any of the following circumstances:

- A. The contractor fails to adequately perform the services set forth in the specifications of the contract:
- B. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) calendar days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies.

1. Cancel any contract:
2. Reserve all rights or claims to damage for breach of any covenant of the Contract:
3. In case of default, the City reserves the right to complete the required work. The City may recover reasonable excess cost from the contractor by any remedies as provided by law.

The City intends to maintain a budget to cover all expenses related to this contract; however, the City may cancel this contract if funds are no longer available. In such case, the City shall provide the Contractor with a 60-day written notice of cancellation. The City will pay for all *authorized* completed work or received goods.

3.6 TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time for any reason by giving at least 30 days' notice in writing to Contractor. If the contract is terminated by the City as provided herein, the Contractor will be paid a fair payment as negotiated with the City for the work completed as of the date of termination.

3.7 PAYMENT: Payment shall be made monthly for work completed, within 30 days of the submittal of a correct invoice for work performed.

3.8 INSURANCE:

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

b. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

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

The City of Battle Creek shall be listed as an additional insured on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, P.O. Box 1717, Battle Creek, Michigan 49016.

3.9 SAFETY RULES: Contractor shall perform all work under this contract in conformance with the State of Michigan general safety rules and regulations for the construction industry, as set out or authorized by the Michigan Occupational Safety and Health Act, Public Act 154 of 1974, as amended.

4.0 - SUBMITTAL INFORMATION

4.1 SUBMITTAL TERMS AND CONDITIONS

- A. **Basic Submittal Instructions:** Each proposal received by the City in response to this RFP becomes the property of the City and:
1. Shall be signed by an individual authorized to bind the contractor to its provisions.
 2. Proposals shall not be considered fully received for the purpose of Freedom of Information Act requests until the City has determined that no additional clarifications or revisions of offers shall be accepted.
 3. Is an irrevocable offer and may not be withdrawn within 90 days after the deadline for submission. Requests for clarifications or revisions automatically establish a new 90-day period.
- B. **Proposal Costs:** The City is not liable for any costs incurred by contractors in the development of their proposals.
- C. **Exceptions To Contract Terms And Specifications:** Offeror shall clearly identify and reference by paragraphs any proposed deviations from the Contract Terms or Scope in the RFP. Exceptions shall include, the Offeror's proposed substitute language. If no exceptions are noted in the Offeror's proposal, the City will assume complete conformance with this specification and the successful Offeror will be required to perform accordingly. Proposals submitted not meeting all requirements may be rejected.

4.2 SUBMITTAL REQUIREMENTS

Submit online your proposal **IN THIS ORDER** in **ONE PDF (please do not upload multiple files):**

A table of contents and page numbers would be appreciated and very helpful

1. Your proposal, organized as requested in section 4.3 on the next page. A table of contents and page numbers would be extremely helpful.
2. **SIGNED** and completed offer section on the Offer and Acceptance Form
3. Completed DBE forms contained in Attachment A

Instructions for online submittal: DO NOT EMAIL PROPOSALS

- <http://battlecreekmi.gov/228/Purchasing>
- Follow the link to the VendorRegistry page or email purchasing@battlecreekmi.gov for links.
- Register as a vendor if you have not already
- Navigate to this RFP (name and number on the front page)
- Click on "Submit bid" and follow the instructions
- You may rescind your proposal in the system at any time before the due date/time
- Secure: City staff can see who has submitted, but the system will not allow City staff to see submittal content until after the deadline has passed.
- If you have questions about the process in VendorRegistry, please use their "help" function. They are extremely helpful. City staff can't see what the vendor sees, so we are unable to help.

4.3 EVALUATION CRITERIA:

All proposals received will be evaluated by the City of Battle Creek for selection purposes. The following main categories, listed in relative order of importance, will be considered in selection. The response to this RFP shall focus on these criteria, and shall be submitted in the same order as requested and must contain, at a minimum, all of the items listed below:

A. FIRM QUALIFICATIONS

1. Describe the qualifications of your firm.
2. List three references that we may contact. Include name and email.
3. Describe your staffing availability and how soon you can provide staff, 2 journeyman at WWTP/Verona.
4. Describe your ability to add staff at other divisions, such as how much notice you would need.

B. PERSONNEL QUALIFICATIONS

1. Indicate the 2 journeyman who will be assigned to this contract, describing their qualifications and years of experience, along with copy of license.
2. Include when they can start
3. List 2 other journeyman who can be added to the contract at some point and the advanced notice you'd require for their engagement.

C. PRICE

1. Submit Section 6.0 Price Page.
2. Rates and fringes must meet or exceed average Davis Bacon wages for Calhoun County, MI.

5.0 - SCOPE OF WORK

5.1 SCOPE

Before submitting a proposal, firms shall carefully examine the scope of work and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal all items requested.

5.2 DESCRIPTION OF WORK TO BE PERFORMED

Because of staffing gaps, the City is soliciting proposals for the purpose of contracting for two full-time, 40 hours per week and rotating on-call every three weeks journeyman electricians to be staffed at our Wastewater and Verona Treatment Plants for an indefinite period of time, with a minimum of six months with possibility of going longer. The City and the contractor, may upon mutual agreement, add electricians for other City plants for the contracted hourly rates for any mutually agreed upon term. Positions may be terminated with 30 days' written notice.

7:00am - 3:30pm clh 4-15-24 confirmed actual hours working

Journeyman shall work M-F, with hours of ~~6:00am – 2:30pm~~, with rotating on-call every third week. Hired journeyman will work normal business hours with city electrical apprentice. The Wastewater and Verona Treatment Plants are 24/7 operations and may require on-call reporting to resolve emergency operations issues.

Journeyman shall perform difficult skilled work handling routine and complex electrical troubleshooting, installation, maintenance, and repair; related work as apparent or assigned. Work performed under the limited supervision of the Maintenance Group Supervisor.

- Install, maintain, and repair a wide variety of electrical equipment and devices. Install, maintain, and repair motors; controls; electrical wiring; and components up to 5,000 volts, single and three phases. Troubleshoot electrical problems. Perform simple and complex electrical and electronic tests. Select electrical components and design simple electrical circuits.
- Maintain records and prepare written reports and recommendations on electrical equipment and controls. Coordinate and train other employees in electrical systems and component operation, repair, and maintenance work.
- Perform troubleshooting tasks on electronic controls and components. Install and maintain electronic devices. Perform complex troubleshooting tasks on mechanical, electrical, pneumatic, and combined motor control and alarm systems. Troubleshoot, maintain, install, and repair variable speed motor controllers and Programmable Logic Controllers.
- Coordinate and train other employees in electrical systems and component operation, repair, and maintenance work.

6.0 - PRICE SHEET

The rates listed below shall be all-inclusive per journeyman. No charges will be allowed outside the hourly rates as contracted. All-inclusive means transportation, insurance, overheard, mileage, per diems, fringes, benefits....EVERYTHING.

Contract award will be based on qualifications with consideration to pricing and staff availability.

Rates are for hours worked only and do not include holidays, sick time, or paid time off (PTO), so please factor that into your rates.

Straight time hourly rate:	\$
Overtime hourly rate (over 40 hours per week):	\$
Call in hourly rate:	\$
State minimum hours to be paid if journeyman gets called in:	

7.0 - OFFER AND ACCEPTANCE FORM

TO THE CITY OF BATTLE CREEK: We propose to furnish all labor, materials, equipment, tools, transportation and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the City.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal and any written exceptions in the offer. We understand that the items in this Request for Proposal, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

We agree to complete the contract within the times specified in this Request for Proposal.

We acknowledge receipt of the following addendum(s): _____, _____, _____, _____.

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

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

Company Name

For clarification of this offer, contact:

Address

Name: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title.62 12.05

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

Contract Term: _____

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 2024-062R. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the City of Battle Creek Purchasing Agent.

COUNTERSIGNED:

APPROVED AS TO FORM BY:

City Manager Date

City Attorney

Witness Signature

Date

ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORMS

I. YOUR FIRM'S BACKGROUND:

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

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

Are you subcontracting any part of this project? YES NO

ATTACHMENT B - PREVAILING WAGES

General Decision Number: MI20240079 01/19/2024
 Superseded General Decision Number: MI20230079
 State: Michigan
 Construction Type: Building
 County: Calhoun County in Michigan.
 BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

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

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request. Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

ASBE0047-002 07/01/2023		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 36.62	19.78

BOIL0169-001 06/01/2023		
	Rates	Fringes
BOILERMAKER.....	\$ 39.95	35.38

BRMI0009-031 08/01/2023		
	Rates	Fringes

BRICKLAYER.....	\$ 33.95	23.52
TILE FINISHER.....	\$ 26.35	17.90
TILE SETTER.....	\$ 24.30	23.77

 CARP0525-003 06/01/2023

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, and Form Work.....	\$ 28.29	21.42

 * CARP1102-001 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 32.00	26.52

 ELEC0445-011 05/31/2023

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

 ENGI0324-002 06/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.48	25.25
GROUP 2.....	\$ 42.18	25.25
GROUP 3.....	\$ 40.50	25.25
GROUP 4.....	\$ 37.82	25.25
GROUP 5.....	\$ 37.82	25.25
GROUP 6.....	\$ 31.96	25.25
GROUP 7.....	\$ 29.48	25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Crane; Concrete Pump; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

 IRON0025-005 06/01/2022

	Rates	Fringes
IRONWORKER (REINFORCING).....	\$ 31.43	34.77
IRONWORKER (STRUCTURAL).....	\$ 34.50	38.44

 LABO0355-022 06/01/2022

	Rates	Fringes
LABORER		

Common or General; Grade Checker; Mason Tender - Brick; Mason Tender - Cement/Concrete; Sandblaster.....	\$ 26.70	12.95
Pipelayer.....	\$ 20.34	12.85

 PAIN0312-002 06/01/2023

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 23.74	13.35
PAINTER: Drywall Finishing/Taping.....	\$ 23.74	13.35
PAINTER: Spray.....	\$ 26.18	15.86

 PLAS0016-007 04/01/2014

	Rates	Fringes
PLASTERER.....	\$ 21.18	12.43

 PLUM0333-006 06/01/2023

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 43.29	24.94
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 43.29	24.94

FOOTNOTE:

Paid Holidays: Memorial Day, Independence Day and Labor Day, if the employee works the work day preceding and following the holiday unless proven illness or injury prevents the employee from working.

 ROOF0070-002 06/01/2022

	Rates	Fringes
ROOFER.....	\$ 30.03	16.84

* SFMI0669-001 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.48	25.80

 SHEE0007-004 05/01/2023

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 38.09	19.66

* SUMI2011-004 02/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.23	1.80
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
LABORER: Landscape & Irrigation.....	\$ 10.38 **	0.50
OPERATOR: Bulldozer.....	\$ 19.68	6.64
OPERATOR: Compactor.....	\$ 17.68	6.70
OPERATOR: Tractor.....	\$ 19.10	8.48

TRUCK DRIVER, Includes Dump and Tandem Truck.....	\$ 17.26	11.42
TRUCK DRIVER: Lowboy Truck.....	\$ 14.50 **	0.44
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57 **	1.18

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION"



Resolution

NO. 536

A Resolution seeking authorization for the City Manager to execute grant agreements for the FY 2025 Medicaid CHIP Lead Hazard Control Program (Agreement # E20252124-00) and the FY 2025 Lead Health Safety Program (Agreement #E20252118-00) with the Michigan Department of Health and Human Services (MDHHS).

BATTLE CREEK, MICHIGAN - 8/20/2024

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to execute the Michigan Department of Health and Human Services (MDHHS) Grant Agreements for the FY 2025 Medicaid CHIP Lead Hazard Control Program (Agreement # E20252124-00) in the amount of \$1,500,000 to undertake testing and full abatement of lead hazards in the houses of either families with a child who has been blood lead poisoned or where a pregnant woman resides both of which would need to be enrolled in the Medicaid Childhood Health Improvement Program (CHIP) in Calhoun County. The FY 2025 Lead Health Safety Program (Agreement #E20252118-00) in the amount of \$80,000 would be used to remedy other health and safety items in houses assisted with lead abatement.

The City of Battle Creek has submitted applications for these two programs and has been awarded this funding. This funding renews funding for the City's Lead Safe Program that has been funded since 2017. This funding will abate up to 25 homes.

The City of Battle Creek will administer all of the funds. The City of Battle Creek will abate homes of families living within the boundaries of the City, and Community Action through an operating agreement which will abate the homes of families living in other areas within Calhoun County. Referrals for abatement are received through the Calhoun County Health Department.

Battle Creek City Commission
8/20/2024

Action Summary

Staff Member: Helen Guzzo, Community Development Manager

Department: Community Development

SUMMARY

A Resolution seeking authorization for the City Manager to execute grant agreements for the FY 2025 Medicaid CHIP Lead Hazard Control Program (Agreement # E20252124-00) and the FY 2025 Lead Health Safety Program (Agreement #E20252118-00) with the Michigan Department of Health and Human Services (MDHHS).

BUDGETARY CONSIDERATIONS

No general fund dollars will be used in conjunction with these grants.

HISTORY, BACKGROUND and DISCUSSION

The City of Battle Creek has partnered with the Calhoun County Health Department and Community Action on the Lead Safe program, since the start of funding in 2017. The City working with Community Action has abated lead in 177 houses to date.

This funding will allow for the abatement of up to 25 additional houses. The City will conduct 10-15 abatements and Community Action will conduct 10-12 abatements.

DISCUSSION OF THE ISSUE

POSITIONS

This funding builds on a successful program that helps families with lead poisoned children correct the lead hazards in their homes to create safe living environments for children. A majority of the housing stock in Battle Creek and Calhoun County were built before lead-based paint was banned by the Federal government in 1978, and much of our housing was built even earlier.

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> LHS-2025-City_of_Battle_Creek.pdf	MDHHS CHIP Lead Health Safety Grant Agreement
<input type="checkbox"/> LHCCD-2025-City_of_Battle_Creek.pdf	MDHS CHIP Lead Hazard Control Grant Agreement

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
City of Battle Creek
Community Development 10 N. Division Street, Suite 104
Battle Creek MI 49014 4004
Federal I.D.#: 38-6004523, Unique Entity Identifier: DAZVMCPXKJT7
hereinafter referred to as the "Grantee"
for
Lead Health Safety - 2025
Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2024, whichever is later, and continue through September 30, 2025. No activity will be performed and no costs to the state will be incurred prior to October 1, 2024 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2024, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$80,000.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$80,000.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egramms-mi.com/mdhhs>).

The Agreement is designated as a:

- Subrecipient relationship (federal funding); or
- Recipient (non-federal funding).

The Agreement is designated as:

- Research and development project; or
- Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is to address emergent issues affecting habitability within homes located in the CDU's Lead Hazard Control Program service areas.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

5. Financial Requirements:

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which are part of this Agreement.

10. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

**FOR the GRANTEE
City of Battle Creek**

Rebecca Fleury

City Manager

Name

Title

Date

For the Michigan Department of Health and Human Services

Jeanette Hensler

08/08/2024

Jeanette Hensler, Grants Division Director
Bureau of Grants and Purchasing

Date

Part 2
General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement, must:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than seven (7) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section 2 A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government or non-profit organization that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit

Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at [State of Michigan - MDHHS](#) by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180

days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

H. Subrecipient Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.

b. Ensure the subrecipient complies with all the requirements of this Agreement.

c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).

d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.

e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.

2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.

3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.

4. Ensure that transactions with subrecipients/contractors comply with

laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide notification to the Department within 14 days, or sooner if circumstances warrant, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access. State or federal data includes data and information provided to Grantee or Grantee's Subcontractor by or on behalf of the State or federal government, and all data and information derived therefrom, is the exclusive property of the State or federal government.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
 - b. A criminal Proceeding;
 - c. A parole or probation Proceeding;

- d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 - 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - 2. A governmental or public entity's claim or written allegation of fraud; or
 - 3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
 - f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
 - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
2. Notify the Contract Manager, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the <http://egramms-mi.com/mdhhs> website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

- 1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
- 2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
- 3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent,

affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
 - a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
 - b. Federally funded Grantees must comply with Title 2 CRF 200.475.
 - c. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
 - d. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and

- c. Be provided by a company with an A.M. Best rating of “A-” or better and a financial size of VII or self or governmental self-insurance.
2. Insurance Types
- a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add “the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
- If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.
- b. Workers’ Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
 - c. Employers Liability Insurance or Governmental Self-Insurance.
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
- 3. Require that subcontractors maintain the required insurances contained in this Section.
 - 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
 - 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

- 1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
- 2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

- 1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet

Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.

- a. ICHAT: [Home Page - ICHAT Menu \(michigan.gov\)](#)
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
- a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this Agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation

maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will

contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.

3. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
4. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of

contract.

D. Debarment and Suspension

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance

order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.

2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities must be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement must require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement will prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
 - b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.

5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of seven (7) years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the

Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee’s website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee must not refer to the Department on the Grantee’s website or other internet communication platforms or technologies without the prior written approval of the Department.

O. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term “confidential information” means all information and documentation that:

- a. Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
- b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.

3. The term “confidential information” does not include any information or documentation that was:

- a. Subject to disclosure under the Michigan Freedom of

- Information Act (FOIA);
- b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of the state agreement amount. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records

until fully recovered by the Department.

3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department for the same services. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
 - b. A hearing by an impartial official.
 - c. An opportunity for the Grantee to examine the Department's associated records.
 - d. An opportunity for the Grantee to present evidence in person or in writing.
 - e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
 - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. The Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Adjustments should not be made to reported expenditures to account for any operational advance funding received. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.
- D. Immediately if the Department determines that Grantee fails or has failed to meet its obligations under Part 2 Section III. R.
- E. Immediately if the Grantee, as determined by the State, (i) endangers the value, integrity, or security of any facility, data, or personnel; or (ii) engages in any conduct that may expose the State to liability.
- F. Immediately by mutual agreement of both parties

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses,

or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must return all State and federal data and provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee must immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, anyone directly or indirectly employed by the Grantee, or anyone performing activities at the direction of the Grantee under this agreement.

B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

- C. In the event of an incident the Grantee must:
1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;
 2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with comprised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
 3. Perform or take any other actions required to comply with applicable law as a result of the occurrence including pay for: any costs associated with the occurrence, any costs incurred by the Department in investigating and resolving the occurrence, reasonable attorney's fees associated with such investigation and resolution.

XII. State of Michigan Agreement

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

A Attachment A - Statement of Work

Objective : Provide Healthy Homes services to CHIP Medicaid Lead Abatement Projects in Calhoun County.

Activity : Complete Healthy Homes Assessments on each approved Lead Abatement Project and provide specifications for healthy homes project work based on the assessment.

Responsible Staff : Christopher Douglas/ Dan Osborn

Date Range : 10/01/2024 - 09/30/2025

Expected Outcome : Provide Healthy Homes funding to Completed Lead Abatement Projects

Measurement : Provide Healthy Homes funding to at least 15% of our Completed Lead Abatement Projects

B1 Attachment B1 - Program Budget Summary

PROGRAM Lead Health Safety - 2025			DATE PREPARED 8/8/2024	
CONTRACTOR NAME City of Battle Creek			BUDGET PERIOD From : 10/1/2024 To : 9/30/2025	
MAILING ADDRESS (Number and Street) Community Development 10 N. Division Street, Suite 117			BUDGET AGREEMENT <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
			AMENDMENT # 0	
CITY Battle Creek	STATE MI	ZIP CODE 49014-4004	FEDERAL ID NUMBER 38-6004523	

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	0.00	0.00
2	Fringe Benefits	0.00	0.00
3	Employee Travel and Training	0.00	0.00
4	Supplies & Materials	0.00	0.00
5	Subawards – Subrecipient Services	0.00	0.00
6	Contractual - Professional Services	80,000.00	80,000.00
7	Communications	0.00	0.00
8	Grantee Rent Costs	0.00	0.00
9	Space Costs	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00
11	Client Assistance - Rent	0.00	0.00
12	Client Assistance - All Other	0.00	0.00
13	Other Expense	0.00	0.00
Total Program Expenses		80,000.00	80,000.00
TOTAL DIRECT EXPENSES		80,000.00	80,000.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		80,000.00	80,000.00

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	MDHHS State Agreement	80,000.00	80,000.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	In-Kind	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Total Source of Funds	80,000.00	80,000.00	0.00	0.00
	Totals	80,000.00	80,000.00	0.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages					
2	Fringe Benefits					
3	Employee Travel and Training					
4	Supplies & Materials					
5	Subawards – Subrecipient Services					
6	Contractual - Professional Services					
	Subcontracting Agency-Variou Contractors Approved Contact Details : City of Battle Creek 10 N Division Street, Suite 104, Battle Creek,MI,49014, Phone : 2699663267	0.0000	0.000	0.000		80,000.00
7	Communications					
8	Grantee Rent Costs					
9	Space Costs					
10	Capital Expenditures - Equipment & Other					
11	Client Assistance - Rent					
12	Client Assistance - All Other					
13	Other Expense					
Total Program Expenses						80,000.00
TOTAL DIRECT EXPENSES						80,000.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					
2	Cost Allocation Plan					
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						80,000.00

- B3** **Attachment B3 - Equipment Inventory Schedule**
[Attachment B3 - Equipment Inventory Schedule](#)
- C** **Attachment C - Performance Report Requirements**
[Attachment C - Performance/Progress Report Requirements](#)
- E** **Attachment E - Program Requirements**
[Attachment E - Program Specific Requirements](#)

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
City of Battle Creek
Community Development 10 N. Division Street, Suite 117
Battle Creek MI 49014 4004
Federal I.D.#: 38-6004523, Unique Entity Identifier: DAZVMCPXKJT7
hereinafter referred to as the "Grantee"
for
Medicaid CHIP Community Development Lead Hazard Control Program - 2025
Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2024, whichever is later, and continue through September 30, 2025. No activity will be performed and no costs to the state will be incurred prior to October 1, 2024 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2024, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$1,500,000.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$1,500,000.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egramms-mi.com/mdhhs>).

The Agreement is designated as a:

- Subrecipient relationship (federal funding); or
- Recipient (non-federal funding).

The Agreement is designated as:

- Research and development project; or
- Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is to provide support for local communities to support lead hazard control services for Medicaid Children's Health Insurance Program (CHIP)-enrolled residents.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

5. Financial Requirements:

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which is part of this Agreement.

10. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

**FOR the GRANTEE
City of Battle Creek**

Rebecca Fleury

City Manager

Name

Title

Date

For the Michigan Department of Health and Human Services

Christine H. Sanches

08/08/2024

Christine H. Sanches, Director
Bureau of Grants and Purchasing

Date

Part 2
General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement, must:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than seven (7) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section 2 A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government or non-profit organization that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit

Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at [State of Michigan - MDHHS](#) by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180

days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

H. Subrecipient Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.

b. Ensure the subrecipient complies with all the requirements of this Agreement.

c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).

d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.

e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.

2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.

3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.

4. Ensure that transactions with subrecipients/contractors comply with

laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide notification to the Department within 14 days, or sooner if circumstances warrant, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access. State or federal data includes data and information provided to Grantee or Grantee's Subcontractor by or on behalf of the State or federal government, and all data and information derived therefrom, is the exclusive property of the State or federal government.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
 - b. A criminal Proceeding;
 - c. A parole or probation Proceeding;

- d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 - 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - 2. A governmental or public entity's claim or written allegation of fraud; or
 - 3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
 - f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
 - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
2. Notify the Contract Manager, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the <http://egramms-mi.com/mdhhs> website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

- 1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
- 2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
- 3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent,

affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
 - a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
 - b. Federally funded Grantees must comply with Title 2 CRF 200.475.
 - c. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
 - d. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and

- c. Be provided by a company with an A.M. Best rating of “A-” or better and a financial size of VII or self or governmental self-insurance.
2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add “the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers’ Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
 - c. Employers Liability Insurance or Governmental Self-Insurance.
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Require that subcontractors maintain the required insurances contained in this Section.
 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet

Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.

- a. ICHAT: [Home Page - ICHAT Menu \(michigan.gov\)](http://www.michigan.gov)
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
- a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this Agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation

maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will

contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.

3. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
4. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of

contract.

D. Debarment and Suspension

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance

order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.

2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities must be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement must require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement will prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
 - b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.

5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of seven (7) years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the

Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee must not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

O. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term "confidential information" means all information and documentation that:

- a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
- b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.

3. The term "confidential information" does not include any information or documentation that was:

- a. Subject to disclosure under the Michigan Freedom of

- Information Act (FOIA);
- b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of the state agreement amount. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records

until fully recovered by the Department.

3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department for the same services. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
 - b. A hearing by an impartial official.
 - c. An opportunity for the Grantee to examine the Department's associated records.
 - d. An opportunity for the Grantee to present evidence in person or in writing.
 - e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
 - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. The Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egrams-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Adjustments should not be made to reported expenditures to account for any operational advance funding received. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egrams-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.
- D. Immediately if the Department determines that Grantee fails or has failed to meet its obligations under Part 2 Section III. R.
- E. Immediately if the Grantee, as determined by the State, (i) endangers the value, integrity, or security of any facility, data, or personnel; or (ii) engages in any conduct that may expose the State to liability.
- F. Immediately by mutual agreement of both parties

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses,

or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must return all State and federal data and provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee must immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, anyone directly or indirectly employed by the Grantee, or anyone performing activities at the direction of the Grantee under this agreement.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

- C. In the event of an incident the Grantee must:
1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;
 2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with comprised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
 3. Perform or take any other actions required to comply with applicable law as a result of the occurrence including pay for: any costs associated with the occurrence, any costs incurred by the Department in investigating and resolving the occurrence, reasonable attorney's fees associated with such investigation and resolution.

XII. State of Michigan Agreement

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

A Attachment A - Statement of Work

Objective : Education and Engagement
Activity : Adhere to Enrollee Engagement Protocol while utilizing Program Prioritization Plan
Responsible Staff : INTAKE SPECIALIST
Date Range : 10/01/2024 - 09/30/2025
Expected Outcome : Follow the Enrollee Engagement Protocol while utilizing Program Prioritization Plan.
Measurement : Number of applications received/approved and families contacted.

Objective : INVESTIGATIONS
Activity : Complete 25 EBL/LIRA investigations including water sampling according to MDHHS Water Protocol.
Responsible Staff : LEAD INSPECTOR/ELL INVESTIGATOR
Date Range : 10/01/2024 - 09/30/2025
Expected Outcome : 25 completed EBL/LIRA investigations
Measurement : Number of EBL/LIRA reports received

Objective : ABATEMENT
Activity : Complete and clear 22 abatement projects with the average project cost at \$54,000.
Responsible Staff : LEAD INSPECTOR/ELL INVESTIGATOR
Date Range : 10/01/2024 - 09/30/2025
Expected Outcome : 22 PROJECTS COMPLETED/CLEARED
Measurement : NUMBER OF PROJECTS COMPLETED/CLEARED

B1 Attachment B1 - Program Budget Summary

PROGRAM Medicaid CHIP Community Development Lead Hazard Control Program - 2025			DATE PREPARED 8/8/2024	
CONTRACTOR NAME City of Battle Creek			BUDGET PERIOD From : 10/1/2024 To : 9/30/2025	
MAILING ADDRESS (Number and Street) Community Development 10 N. Division Street, Suite 117			BUDGET AGREEMENT <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
			AMENDMENT # 0	
CITY Battle Creek	STATE MI	ZIP CODE 49014-4004	FEDERAL ID NUMBER 38-6004523	

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	122,270.00	122,270.00
2	Fringe Benefits	99,961.00	99,961.00
3	Employee Travel and Training	9,957.00	9,957.00
4	Supplies & Materials	9,040.00	9,040.00
5	Subawards – Subrecipient Services	0.00	0.00
6	Contractual - Professional Services	1,246,272.00	1,246,272.00
7	Communications	0.00	0.00
8	Grantee Rent Costs	0.00	0.00
9	Space Costs	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00
11	Client Assistance - Rent	0.00	0.00
12	Client Assistance - All Other	0.00	0.00
13	Other Expense	12,500.00	12,500.00
Total Program Expenses		1,500,000.00	1,500,000.00
TOTAL DIRECT EXPENSES		1,500,000.00	1,500,000.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		1,500,000.00	1,500,000.00

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	MDHHS State Agreement	1,500,000.00	1,500,000.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	In-Kind	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Total Source of Funds	1,500,000.00	1,500,000.00	0.00	0.00
	Totals	1,500,000.00	1,500,000.00	0.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages					
	Program/Project Manager	0.1000	98000.000	0.000	FTE	9,800.00
	Principle Investigator	1.0000	74800.000	0.000	FTE	74,800.00
	Coordinator	0.3500	56200.000	0.000	FTE	19,670.00
	Specialist	0.4000	45000.000	0.000	FTE	18,000.00
Total for Salary & Wages						122,270.00
2	Fringe Benefits					
	All Composite Rate	0.0000	83.778	9800.000		8,210.00
	All Composite Rate	0.0000	92.146	74800.000		68,925.00
	All Composite Rate	0.0000	65.388	19670.000		12,862.00
	All Composite Rate	0.0000	55.354	18000.000		9,964.00
Total for Fringe Benefits						99,961.00
3	Employee Travel and Training					
	Mileage-Gas for staff vehicle	0.0000	0.000	0.000		1,157.00
	Lease Vehicle	0.0000	0.000	0.000		3,800.00
	Notes : This budget line is for the costs associated with leasing and maintaining a vehicle to be shared by the Lead Grant Coordinator, Lead Inspector and Grant Specialist for outreach, preliminary field investigations, Lead Risk Assessments, and other Inspections as needed. The monthly vehicle charge from the Department of Public Works is \$266.00 which amounts to \$3192.00 per year. An additional \$608.00 is budgeted for maintenance or repairs.					
	Conference Registration	0.0000	0.000	0.000		5,000.00
Total for Employee Travel and Training						9,957.00
4	Supplies & Materials					

Line Item	Qty	Rate	Units	UOM	Total
Office Supplies	0.0000	0.000	0.000		300.00
Printing Notes : This budget line item covers the monthly printing costs for the program as well as printing bound copies of lead reports and clearances for clients and property owners, flyers and mailers to targeted neighborhoods, and printing of translated materials.	0.0000	0.000	0.000		800.00
Postage Notes : This budget line items covers the cost of postage for mailing samples to testing labs, plus applications and program materials to families upon request, reports and clearances to clients as needed, and mailers to targeted neighborhoods.	0.0000	0.000	0.000		500.00
Software Notes : Budget Justification for Software. This budget line is for software expenses related to providing construction management including 1 yearly license fee for Neighborly for staff managing the grant and projects.	0.0000	0.000	0.000		7,440.00
Total for Supplies & Materials					9,040.00
5 Subawards – Subrecipient Services					
6 Contractual - Professional Services					
Subcontracting Agency- Abatement Contractors Notes : This budget includes: - Abatement contractors - Community Action Agency - Environmental Companies for LIRAs and Labs Contact Details : Helen Guzzo	0.0000	0.000	0.000		550,000.00

	Line Item	Qty	Rate	Units	UOM	Total
	10 N Division St Suite 104, Battle Creek,MI,49014, Phone : 2699663267					
	Subcontracting Agency- Community Action Contact Details : Community Action 175 Main Street, Battle Creek,MI,49016, Phone : 2699657766	0.0000	0.000	0.000		616,272.00
	Subcontracting Agency-LIRAs, LABS Contact Details : SEE ATTACHMENT 10 N Division St Suite 104, Battle Creek,MI,49014, Phone : 2699663267	0.0000	0.000	0.000		40,000.00
	Relocation Expenses Contact Details : Helen Guzzo 10 N Division St Suite 104, Battle Creek,MI,49014, Phone : 2699663267	0.0000	0.000	0.000		40,000.00
Total for Contractual - Professional Services						1,246,272.00
7	Communications					
8	Grantee Rent Costs					
9	Space Costs					
10	Capital Expenditures - Equipment & Other					
11	Client Assistance - Rent					
12	Client Assistance - All Other					
13	Other Expense					
	Contractor Incentives Notes : This budget encompasses: - Training Incentives for lead abatement contractors and paying for pollution insurance	0.0000	0.000	0.000		10,000.00
	Telephone/Wireless Card Notes : - Desk	0.0000	0.000	0.000		1,000.00

	Line Item	Qty	Rate	Units	UOM	Total
	telephones/Wireless Cards for staff computers					
	Advertise Printing and Publishing Notes : This budget pays for public notices for application to the Contractor Pool and an advertisement for the yearly contractor recruiting event.	0.0000	0.000	0.000		1,500.00
Total for Other Expense						12,500.00
Total Program Expenses						1,500,000.00
TOTAL DIRECT EXPENSES						1,500,000.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					
2	Cost Allocation Plan					
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						1,500,000.00

- B3 Attachment B3 - Equipment Inventory Schedule**
[Attachment B3 - Equipment Inventory Schedule](#)
- C Attachment C - Performance Report Requirements**
[Attachment C - Performance/Progress Report Requirements](#)
- E Attachment E - Program Requirements**
[Attachment E - Program Specific Requirements](#)