Agenda: Battle Creek City Commission

Meeting Date: August 18, 2026 - 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 for August 2026

Random Act of Kindness Certificate of Recognition - Chad Curtis, Matthew Curtis, Andy Helmboldt, Marty McKibbin and Cory Vincent

PRESENTATIONS

Interim Financial Statements through June 30, 2026, by Revenue Services Director Aaron Kuhn

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

PETITIONS COMMUNICATIONS REPORTS

PUBLIC COMMENT REGARDING ANY REMAINING AGENDA ITEMS

COMMISSION COMMENT REGARDING MEETING BUSINESS

CONSENT AGENDA

Minutes

Minutes for the August 11, 2026 City Commission Regular Meeting

Petitions, Communications, Reports

City Manager's Report for August 18, 2026

Review Committee Meeting Minutes for August 11, 2026

Ambulance Report for July 2026

Resolutions

444 - A Resolution appointing Rebecca Parker as a new member and appointing James McGee as an alternate member for the Community Oversight Board.

445 - A Resolution appointing Commissioner Katsarsky-Smith as the City of Battle Creek's official representative and Commissioner LaCosse as the official alternative as the 2026 Annual Business Meeting of the Michigan Municipal League.

446 - A Resolution approving an amendment to the lease agreement with Dimor concerning the WACO Site at the Battle Creek Executive Airport.

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

447 - 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 2026/2027.

448 - A Resolution authorizing the City Manager to sign an agreement with New Level Sports Ministries for federal Community Development Block Grant funding of up to $490,000 for renovations and expansion of an after-school childcare program at 400 W. Michigan, and the signing of other necessary documents related to this matter with the approval of the City Attorney.

449 - A Resolution seeking authorization for the City Manager to enter into a Police Officer Liaison Agreement for the 2026-2027 school year with Battle Creek Public Schools.

450 - A Resolution objecting to the transfer of a Specially Designated Distributor license with Sunday Sales and a Specially Designated Merchant license.

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 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.

Beautiful Battle Creek Awards for August 2026

NPC 1
No Meeting/nomination

NPC 2

Washington Heights United Methodist
238 Greenwood Avenue
Battle Creek, MI 49037- Ward 2

NPC 3
No meeting/nomination

NPC 4
No meeting/nomination

NPC 5
Kimmy and Colby Cramer
23 Allison Drive
Battle Creek, MI 49037-Ward 1

Leila Arboretum Society Inc
928 W Michigan Avenue
Battle Creek, MI 49037- Ward 1

NPC 10
Brian J. and Tricia S Garland
316 Blackhawk Drive
Battle Creek, MI 49015- Ward 2

Joseph D. JR & Susan M McBride
1196 Chalmers Drive
Battle Creek, MI 49015- Ward 2

NPC 11
No Nominations

BEAUTIFUL BATTLE CREEK AWARD

PROUDLY PRESENTED TO

Washington Heights United Methodist
238 Greenwood Avenue

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

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

Pastor Monique French

NPC Chair

Mayor

BEAUTIFUL BATTLE CREEK AWARD

PROUDLY PRESENTED TO

Leila Arboretum Society, Inc.
928 W. Michigan Avenue

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

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

Kathy Antaya

NPC Chair

Mayor

BEAUTIFUL BATTLE CREEK AWARD

PROUDLY PRESENTED TO

Kimmy & Colby Cramer
23 Allison Drive

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

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

Kathy Antaya

NPC Chair

Mayor

BEAUTIFUL BATTLE CREEK AWARD

PROUDLY PRESENTED TO

Brian J. & Tricia S. Garland

316 Blackhawk Drive

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

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

Rick Ozzello

NPC Chair

Mark Behnke

Mayor

BEAUTIFUL BATTLE CREEK AWARD

PROUDLY PRESENTED TO

Joseph D. Jr & Susan M. McBride
1196 Chalmers Drive

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

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

Rick Ozzello

NPC Chair

Mayor

RANDOM ACT OF KINDNESS

CERTIFICATE OF RECOGNITION

The City Commission of the City of Battle Creek recognizes

CHAD CURTIS
MATTHEW CURTIS
ANDY HELMBOLDT
MARTY MCKIBBIN
and
CORY VINCENT

for their efforts to make our city a better place for all neighbors.

These individuals have demonstrated their determination and commitment to the Disc Golf Course at Irving Park in Battle Creek.

From years of extensive fundraising and the organization of countless hours of volunteer work to continued and regular course maintenance, these individuals have given of their time, energy and talents to make this disc golf course a reality and success.

We thank Chad, Matthew, Andy, Marty and Cory for their diligence and devotion to the community and the City of Battle Creek.

"A single act of kindness throws out roots in all directions, and the roots spring up and make new trees" – Amelia Earhart

* * * * *

This Certificate is presented on behalf of the City Commission of Battle Creek and our community to Chad Curtis, Matthew Curtis, Andy Helmboldt, Marty McKibbin and Cory Vincent for their volunteer efforts and dedication to making our great city a better place for all.

* * * * *

Presented by

Mark Behnke

Mark A. Behnke, Mayor
August 18, 2026

CITY OF BATTLE CREEK

FY 2026 BUDGET STATUS

PRELIMINARY THROUGH 6/30/26

August 18, 2026

BUDGET POSITION SUMMARY AS OF JUNE 30, 2026

- ***This presentation of the budget position is a <u>PRELIMINARY</u> 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 January or early February.***
- ***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 16, 2026 with resolution number 416.***

<u>**General Fund Summary:**</u> For the year ending June 30, 2026, the preliminary results show an addition to fund balance of $960,253 with total revenues and other financing sources of $61,174,814 and total expenditures and other financing uses of $60,214,561. This is a $3,462,281 more favorable difference from the $2,502,028 adjusted budgeted addition to fund balance.

<u>**General Fund Revenue:**</u> Total revenue and transfers in are at 97.88% of the amended budget. The year end budget amendment included adjustments of $1,758,500 to revenue. General Fund revenue came in at 100.71% of the original adopted budget.

The budget for **Interest Income** was increased $500,000 with the year-end budget amendment. Current year actual numbers have already exceeded $1M. We expect interest income to land close to the prior year amount of $1,347,943. 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 $20.75M 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 $1,688,800. Preliminary results show actual income tax revenues slightly under the adjusted budget by $632,102, but over the prior year actual by $1,110,194. Over the past several years, income tax revenue has continued to trend upward.

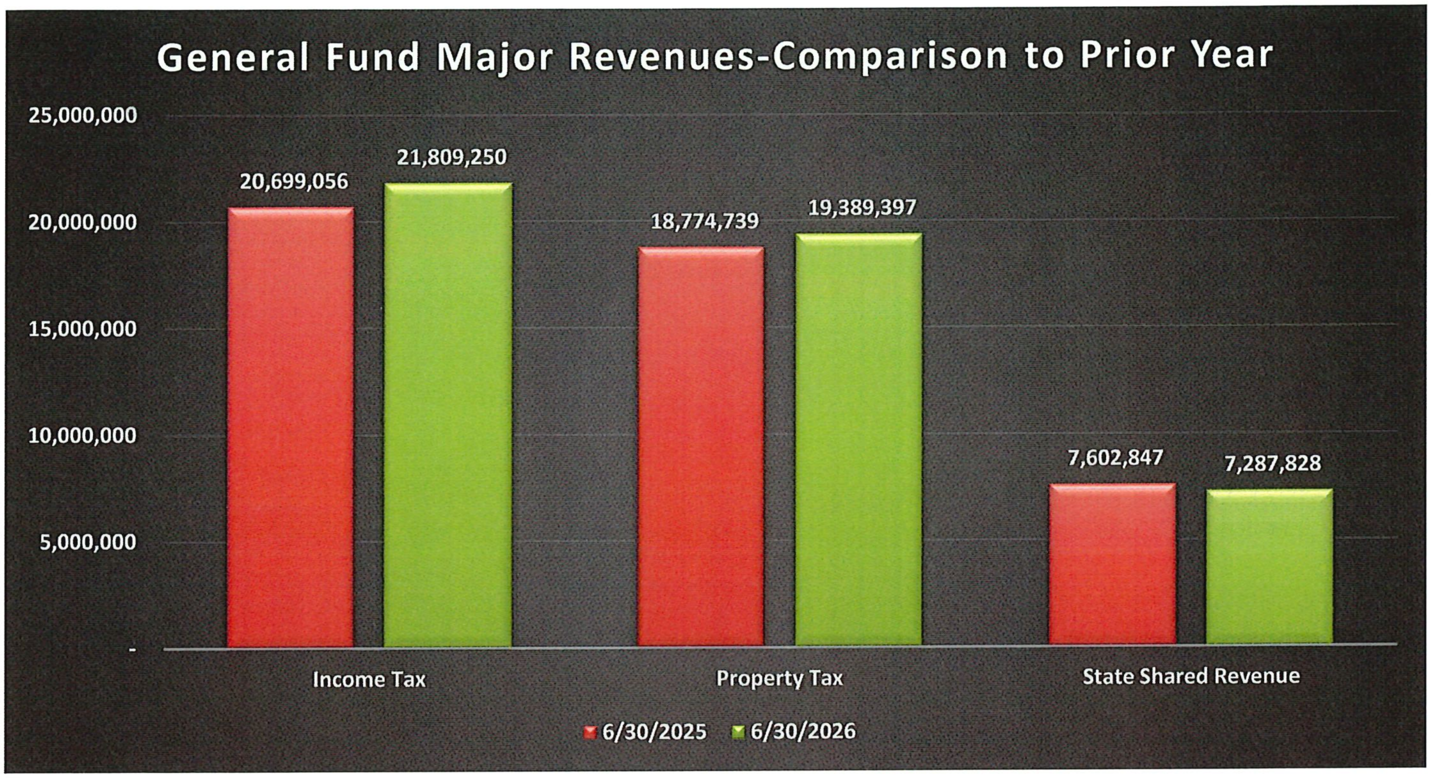
The following table provides a comparison of ***income tax collections*** for the preliminary year ending June 30, 2026 compared to the same period last fiscal year.

	6/30/2025	6/30/2026	Difference	% Change
Personal & Partnership	20,902,727	22,305,946	1,403,219	6.71%
Corporate	2,123,467	2,038,072	(85,396)	-4.02%
Refunds	(2,327,139)	(2,534,768)	(207,629)	-8.92%
	20,699,056	21,809,250	1,110,194	5.36%

Property tax revenue for the year is $180,783 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.

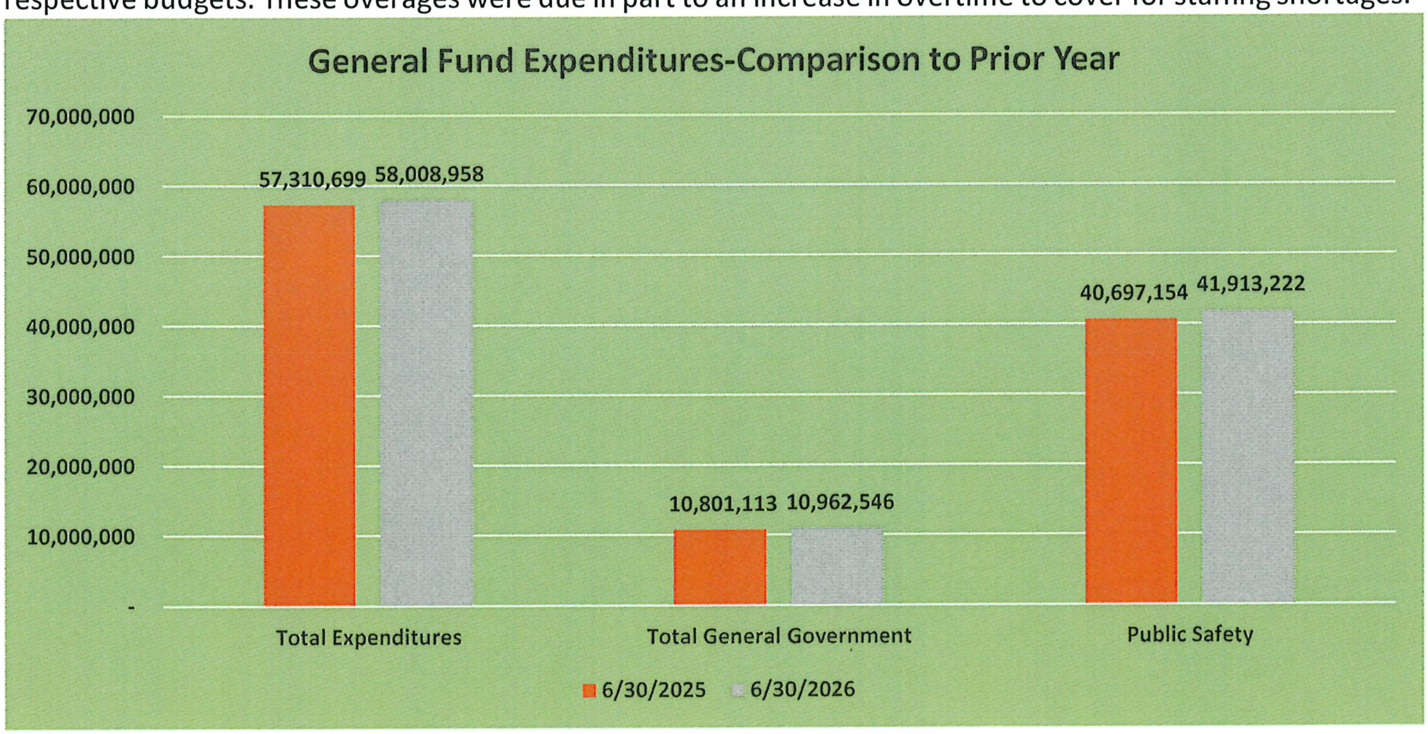
State revenue sharing shows a year over year decrease of $315,019. Constitutional revenue sharing has not lived up to the State's initial projections. Although intergovernmental revenue shows an increase from the prior year, it equates to funding that the legislature cut from the City's revenue sharing allocation.

The decrease in **Other Taxes** and **Licenses and Permits** reflect a significant drop off in both marihuana licensing revenue and the marihuana revenue sharing distribution from the State.



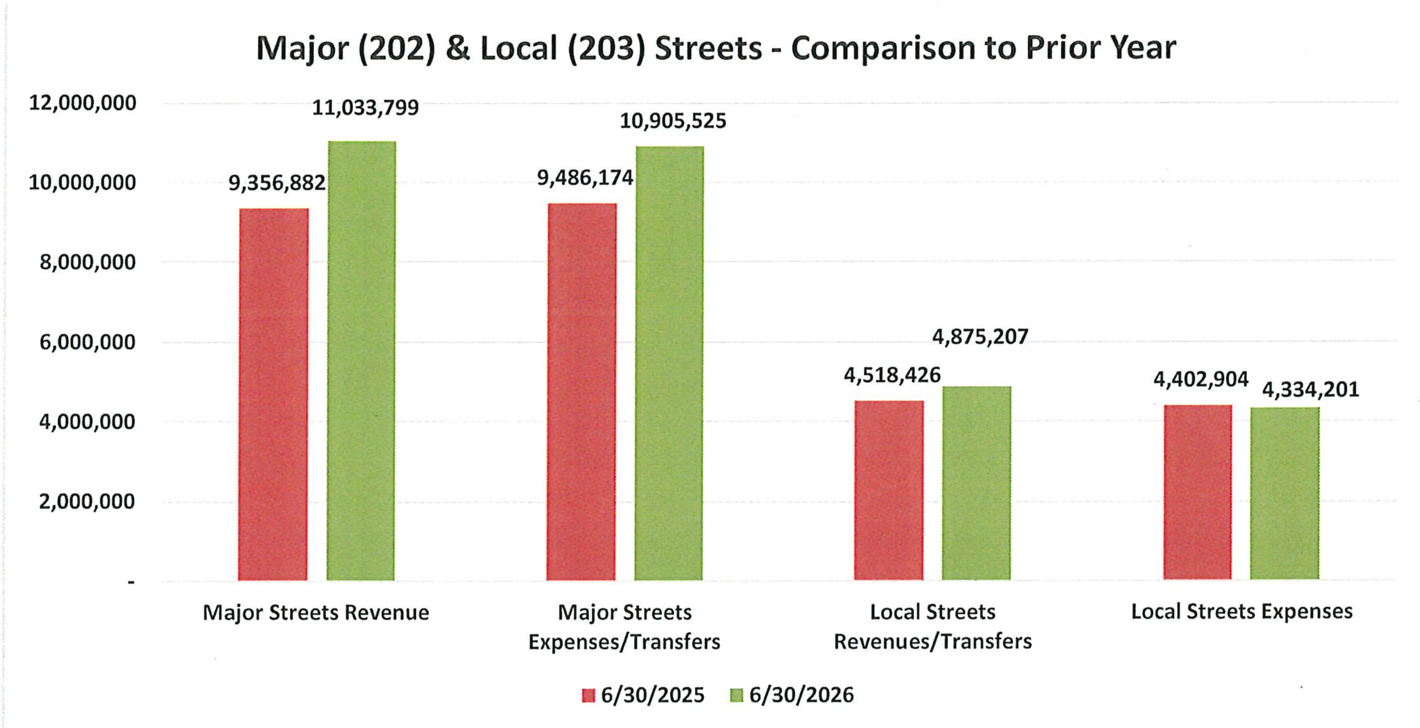
General Fund Expenditures: Total expenditures are 92.63% of budget, but accounts payable for the June 30, 2026, year continue to be intermittently processed. There is also a planned transfer to the 401 Fund.

Preliminary results show both the Police and Fire department budgets came in under the adjusted budget for expenditures. Both department budgets had to be amended to account for increases during the year of their respective budgets. These overages were due in part to an increase in overtime to cover for staffing shortages.

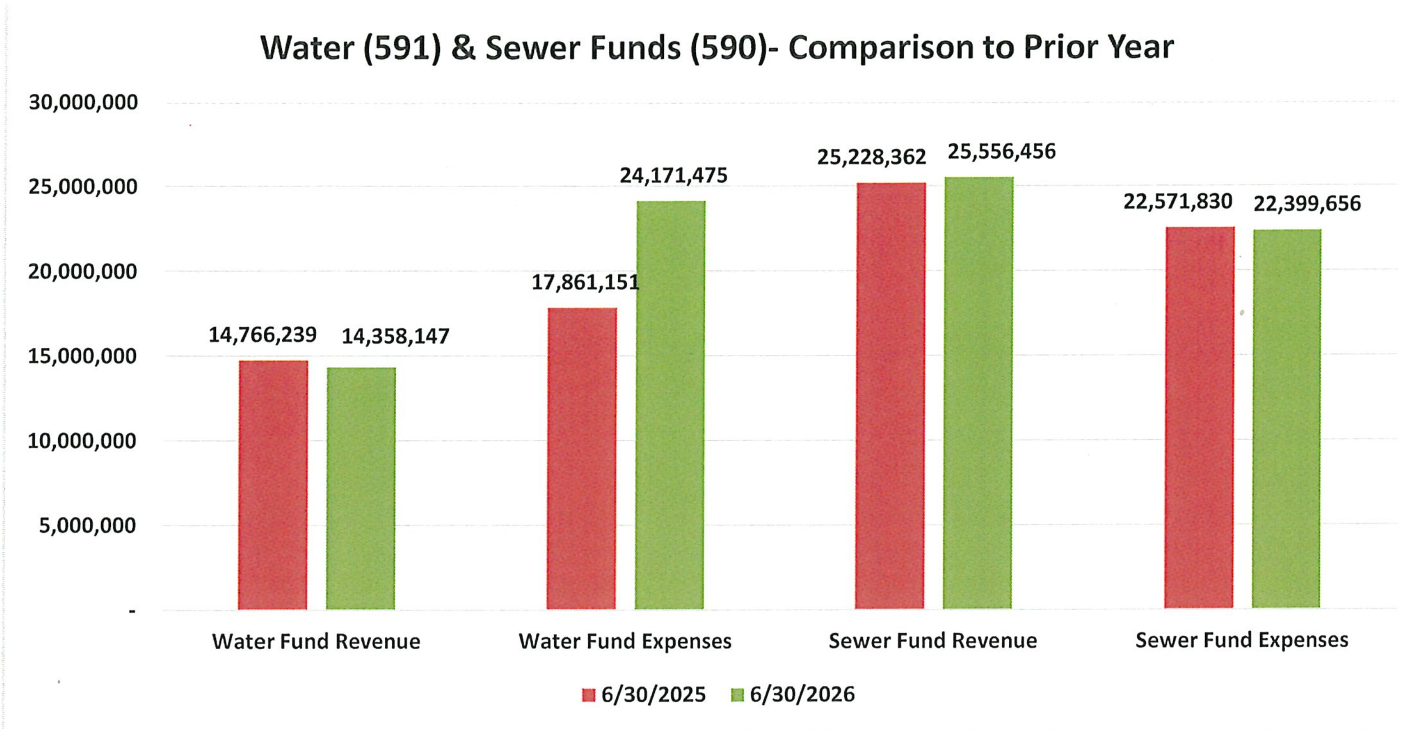


Other Funds Comparisons to Prior Years (PRELIMINARY): Many year-end accounting processes have not yet been completed for 6/30/26 (allowances for doubtful accounts, asset capitalization and depreciation, revenue accruals, deferred revenue adjustments, etc.).

Major and Local Street funds preliminary results are better than budget, primarily due to expenditure savings in the Major Street Fund (78.92% of budget) and Local Street Fund (73.83% of budget), as well as higher than expected revenues in the Local Street Fund (119.47% of budget). Expenditures increased in the Major Street Fund year over year due to the ongoing salt barn project.



<u>Water and Sewer Funds – Funds 591 and 590:</u> Water fund revenues decreased 2.76% from the prior year. This was due in part to the change in bond proceeds recognized during each of these fiscal years. Revenues in the sewer fund have increased slightly (1.30%) from the prior year. The increase in revenue in the Sewer Fund is due to a rate adjustment for FY26 as well as an increase in flows. Expenditures in both water and sewer funds reflect substantial ongoing capital projects. Water fund expenses have increased dramatically due to the ongoing wellfield replacement project and Drinking Water State Revolving Fund project, both debt financed projects.


Water (591) & Sewer Funds (590)- Comparison to Prior Year
30,000,000
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
-
14,766,239
14,358,147
17,861,151
24,171,475
25,228,362
25,556,456
22,571,830
22,399,656
Water Fund Revenue
Water Fund Expenses
Sewer Fund Revenue
Sewer Fund Expenses
6/30/2025
6/30/2026

CITY OF BATTLE CREEK, MICHIGAN
Statement of Revenue, Expenditures and Changes in Fund Balance
Budget and Actual
General Fund
For the Year Ended June 30, 2026

	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	$ 20,752,552	$ 22,441,352	$ 21,809,250	97.18%	$ 20,699,056	5.36%
Real Estate Taxes	$ 16,548,605	$ 16,483,605	$ 16,295,606	98.86%	$ 15,761,567	3.39%
Personal Property Taxes	$ 2,395,090	$ 2,153,090	$ 2,158,822	100.27%	$ 2,104,465	2.58%
Administrative Fees	$ 907,985	$ 933,485	$ 934,969	100.16%	$ 908,707	2.89%
Other Taxes	$ 1,003,455	$ 720,755	$ 723,370	100.36%	$ 1,010,368	-28.41%
Total Taxes	$ 41,607,687	$ 42,732,287	$ 41,922,016	98.10%	$ 40,484,162	3.55%
Licenses and Permits	$ 857,095	$ 830,895	$ 738,061	88.83%	$ 916,169	-19.44%
Intergovernmental:						
State Shared - Statutory	$ 1,952,694	$ 1,792,694	$ 1,885,690	105.19%	$ 1,310,407	43.90%
State Shared - Constitutional	$ 5,746,509	$ 5,339,009	$ 5,402,138	101.18%	$ 6,292,440	-14.15%
Other	$ 865,731	$ 1,705,231	$ 1,486,699	87.18%	$ 761,713	95.18%
Total Intergovernmental	$ 8,564,934	$ 8,836,934	$ 8,774,527	99.29%	$ 8,364,560	4.90%
Charges for Services:						
Recreation	$ 2,532,471	$ 2,299,471	$ 2,273,707	98.88%	$ 2,421,154	-6.09%
Police Services	$ 1,625,767	$ 1,625,767	$ 1,488,639	91.57%	$ 1,620,010	-8.11%
Other	$ 107,665	$ 67,665	$ 55,015	81.31%	$ 141,546	-61.13%
Total Charges for Services	$ 4,265,903	$ 3,992,903	$ 3,817,361	95.60%	$ 4,182,709	-8.73%
Fines and Forfeitures	$ 72,800	$ 88,300	$ 96,791	29.44%	$ 74,733	29.52%
Investment Income	$ 850,100	$ 1,350,100	$ 1,069,852	79.24%	$ 1,347,943	-20.63%
Other:						
Rents and Leases	$ 38,316	$ 38,316	$ 46,591	121.60%	$ 39,798	17.07%
Contributions and Donations	$ 200	$ 200	$ -	0.00%	$ 150	-100.00%
Miscellaneous	$ 360,876	$ 508,476	$ 583,314	114.72%	$ 606,255	-3.78%
Administrative Reimbursements	$ 10,600	$ 10,600	$ 13,784	130.03%	$ 100,702	-86.31%
Total Other Revenue	$ 409,992	$ 557,592	$ 643,688	115.44%	$ 746,905	-13.82%
Total Revenue	$ 56,628,511	$ 58,389,011	$ 57,062,297	97.73%	$ 56,117,181	1.68%
Total Revenue Less Property Taxes	$ 37,684,816	$ 39,752,316	$ 38,607,870	97.12%	$ 38,251,149	0.93%

CITY OF BATTLE CREEK, MICHIGAN
Statement of Revenue, Expenditures and Changes in Fund Balance
Budget and Actual
General Fund
For the Year Ended June 30, 2026

	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	$ 200,804	$ 200,804	$ 167,475	83.40%	$ 189,900	-11.81%
City Manager	$ 1,655,038	$ 1,715,157	$ 1,660,928	96.84%	$ 1,475,945	12.53%
City Hall	$ 980,110	$ 1,158,725	$ 1,068,667	92.23%	$ 1,129,563	-5.39%
City Clerk	$ 337,904	$ 338,904	$ 329,561	97.24%	$ 387,315	-14.91%
Neighborhood Code Compliance	$ 476,094	$ 516,094	$ 495,098	95.93%	$ 463,105	6.91%
Labor Relations	$ 133,796	$ 53,796	$ 48,855	90.82%	$ 77,409	-36.89%
Human Resources	$ 633,534	$ 656,149	$ 609,458	92.88%	$ 560,396	8.75%
Legal Department	$ 1,286,274	$ 1,295,274	$ 1,288,386	99.47%	$ 1,252,148	2.89%
Elections	$ 376,955	$ 196,955	$ 183,304	93.07%	$ 357,480	-48.72%
Civil Service	$ 183,501	$ 133,501	$ 108,857	81.54%	$ 116,224	-6.34%
Total Administration	$ 6,264,010	$ 6,265,359	$ 5,960,589	95.14%	$ 6,009,486	-0.81%
Community Development:						
City Planning	$ 696,025	$ 702,025	$ 640,892	91.29%	$ 605,868	5.78%
Demolitions	$ 217,000	$ 349,852	$ 193,457	55.30%	$ 136,082	42.16%
Weed Control	$ 112,702	$ 122,822	$ 106,243	86.50%	$ 72,912	45.71%
Land Management	$ 35,000	$ 35,000	$ 31,729	90.65%	$ 30,934	2.57%
Total Community Development	$ 1,060,727	$ 1,209,699	$ 972,321	80.38%	$ 845,797	14.96%
Revenue Services:						
Finance	$ 1,479,151	$ 1,629,151	$ 1,616,000	99.19%	$ 1,635,930	-1.22%
Assessing	$ 706,469	$ 736,469	$ 732,049	99.40%	$ 689,274	6.21%
Purchasing	$ 425,624	$ 425,624	$ 420,963	98.91%	$ 386,240	8.99%
Treasurer's Office	$ 411,480	$ 436,480	$ 430,132	98.55%	$ 455,156	-5.50%
Income Tax Division	$ 723,318	$ 873,318	$ 830,492	95.10%	$ 779,231	6.58%
Total Revenue Services	$ 3,746,042	$ 4,101,042	$ 4,029,636	98.26%	$ 3,945,830	2.12%
Total General Government	$ 11,070,779	$ 11,576,100	$ 10,962,546	94.70%	$ 10,801,113	1.49%

CITY OF BATTLE CREEK, MICHIGAN
Statement of Revenue, Expenditures and Changes in Fund Balance
Budget and Actual
General Fund
For the Year Ended June 30, 2026

	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	$ 1,504,003	$ 1,554,605	$ 1,523,192	97.98%	$ 3,112,757	-51.07%
Crime Lab	$ 1,204,041	$ 1,139,041	$ 1,128,576	99.08%	$ 1,173,369	-3.82%
Investigation	$ 1,919,678	$ 1,799,678	$ 1,790,480	99.49%	$ 1,588,218	12.74%
Fleet Management/Vehicle Inspection	$ 490,927	$ 700,927	$ 648,573	92.53%	$ 340,371	90.55%
Special Investigative Unit	$ 1,571,067	$ 1,486,067	$ 1,470,183	98.93%	$ 1,533,273	-4.11%
Fusion Center	$ 946,387	$ 681,387	$ 674,215	98.95%	$ 750,859	-10.21%
Records Management System	$ 211,549	$ 211,549	$ 191,855	90.69%	$ 157,776	21.60%
Management Services	$ 1,056,302	$ 1,119,564	$ 1,107,986	98.97%	$ 938,658	18.04%
Animal Control	$ 707,526	$ 722,526	$ 709,089	98.14%	$ 653,679	8.48%
Patrol	$ 12,568,632	$ 12,568,632	$ 12,689,427	100.96%	$ 12,111,926	4.77%
Community Service	$ 920,408	$ 1,145,408	$ 1,136,105	99.19%	$ 1,118,479	1.58%
Police Contracts	$ 960,973	$ 885,973	$ 880,841	99.42%	$ 825,668	6.68%
Officer Training	$ 811,870	$ 661,870	$ 640,106	96.71%	$ 773,976	-17.30%
MCOLES CPE	$ 800	$ 62,800	$ 60,735	96.71%	$ 49,368	23.02%
Detention Center	$ 150,984	$ 160,984	$ 152,894	94.97%	$ 185,064	-17.38%
Total Police Department	$ 25,025,147	$ 24,901,011	$ 24,804,254	99.61%	$ 25,313,442	-2.01%
Fire Department:						
Administration	$ 2,782,904	$ 3,127,429	$ 3,134,155	100.22%	$ 2,457,357	27.54%
Fire Fighting	$ 13,369,721	$ 13,316,229	$ 13,292,659	99.82%	$ 12,086,080	9.98%
Total Fire Department	$ 16,152,625	$ 16,443,658	$ 16,426,814	99.90%	$ 14,543,437	12.95%
Dispatch	$ 327,553	$ 327,553	$ 245,665	75.00%	$ 324,030	-24.18%
Emergency Services	$ 527,617	$ 502,617	$ 436,489	86.84%	$ 516,245	-15.45%
Total Public Safety	$ 42,032,942	$ 42,174,839	$ 41,913,222	99.38%	$ 40,697,154	2.99%
Public Works:						
Public Works Director	$ -	$ -	$ -	0.00%	$ 100	-100.00%
Streets	$ -	$ -	$ 817	0.00%	$ -	0.00%
Storm Cleanup/Extraordinary Event	$ -	$ 125,000	$ 109,952	87.96%	$ 105,000	4.72%
Parks Building & Maint	$ 816,442	$ 1,005,636	$ 872,916	86.80%	$ 782,708	11.53%
Willard Beach	$ 95,707	$ 126,620	$ 86,085	67.99%	$ 74,392	15.72%
Linear Park Maint & Development	$ 136,159	$ 154,811	$ 108,207	69.90%	$ 111,465	-2.92%
Downtown Maintenance	$ 1,070,481	$ 1,196,606	$ 1,066,016	89.09%	$ 1,020,584	4.45%
Retention Basin Rehabilitation	$ 100,000	$ 100,000	$ 100,000	100.00%	$ 199,951	-49.99%
Outside Services	$ 1,366,618	$ 1,076,618	$ 1,070,786	99.46%	$ 1,499,738	-28.60%
Total Public Works	$ 3,585,407	$ 3,785,290	$ 3,414,779	90.21%	$ 3,793,939	-9.99%

CITY OF BATTLE CREEK, MICHIGAN
Statement of Revenue, Expenditures and Changes in Fund Balance
Budget and Actual
General Fund
For the Year Ended June 30, 2026

	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	$ 578,558	$ 558,558	$ 505,021	90.42%	$ 385,543	30.99%
Special Projects/Capital Repairs	$ -	$ -	$ -	0.00%	$ 12,183	-100.00%
Sports	$ 576,595	$ 707,187	$ 587,004	83.01%	$ 543,007	8.10%
Binder Park Golf Course	$ 1,269,048	$ 1,280,300	$ 1,247,842	97.46%	$ 1,665,324	-25.07%
Sports Forum Programs	$ 732,664	$ 738,826	$ 636,266	86.12%	$ 629,512	1.07%
Youth Center & Water Park	$ 578,152	$ 996,088	$ 989,361	99.32%	$ 647,468	52.80%
Total Recreation	$ 3,735,017	$ 4,280,960	$ 3,965,493	92.63%	$ 3,883,037	2.12%
Unallocated:						
Internal Admin Svcs Allocation	$ (2,914,445)	$ (2,914,445)	$ (2,914,448)	100.00%	$ (2,299,410)	26.75%
Other	$ 535,826	$ 557,654	$ 667,366	119.67%	$ 434,867	53.46%
Total Unallocated	$ (2,378,619)	$ (2,356,791)	$ (2,247,082)	95.34%	$ (1,864,543)	20.52%
Total Expenditures	$ 58,045,526	$ 59,460,398	$ 58,008,958	97.56%	$ 57,310,699	1.22%
Revenue Over Expenditures	$ (1,417,015)	$ (1,071,387)	$ (946,661)		$ (1,193,519)	
Other Financing Sources (Uses):						
2013 Capital Improvement Bonds	$ (689,858)	$ (689,858)	$ (689,858)	100.00%	$ (702,950)	-1.86%
2016 Capital Improvement Bonds	$ (1,053,300)	$ (1,053,300)	$ (1,053,300)	100.00%	$ (1,053,300)	0.00%
2025 Capital Improvement Bonds	$ -	$ -	$ 1,337,555	0.00%	$ (1,337,555)	-200.00%
Local Street Construction	$ (600,000)	$ (600,000)	$ (600,000)	100.00%	$ -	0.00%
Airport Subsidy	$ (950,000)	$ (950,000)	$ (950,000)	100.00%	$ -	0.00%
Other	$ (250,000)	$ (2,250,000)	$ (250,000)	11.11%	$ (725,000)	31.03%
Transfers From Component Units	$ 3,112,517	$ 3,112,517	$ 3,112,517	100.00%	$ 3,041,784	2.33%
SBITA Proceeds	$ -	$ -	$ -	0.00%	$ 1,053,142	-100.00%
Transfer from Other	$ 1,000,000	$ 1,000,000	$ 1,000,000	100.00%	$ 3,461,518	-71.11%
Total Other Financing Sources (Uses)	$ 569,359	$ (1,430,641)	$ 1,906,914	-133.29%	$ 1,633,241	16.76%
Revenue and Other Sources Over (Under) Expenditures and Other Uses	$ (847,656)	$ (2,502,028)	$ 960,253		$ 439,723	
Fund Balance, Beginning of Year	$ 13,550,409	$ 13,550,409	$ 13,550,409			
Fund Balance (Deficit), End of Period	$ 12,702,753	$ 11,048,380	$ 14,510,661			

CITY OF BATTLE CREEK, MICHIGAN
Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
Special Revenue Funds
For the Year Ended June 30, 2026

	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	$ 9,707,803	$ 10,482,568	107.98%	$ 9,090,733	15.31%
Charges for Service - Other	$ 40,000	$ 187,693	469.23%	$ 43,081	335.68%
Interest	$ 75,000	$ 217,255	289.67%	$ 175,762	23.61%
Rents and Leases	$ 27,000	$ 23,949	88.70%	$ 24,254	-1.26%
Loan Collection (Distribution) and Other	$ 20,000	$ 122,335	611.67%	$ 23,052	430.69%
Total Revenue	$ 9,869,803	$ 11,033,799	111.79%	$ 9,356,882	17.92%
Expenditures					
Highways and Streets	$ 10,650,263	$ 8,405,525	78.92%	$ 6,986,174	20.32%
Total Expenditures	$ 10,650,263	$ 8,405,525	78.92%	$ 6,986,174	20.32%
Revenue Over (Under) Expenditures	$ (780,460)	$ 2,628,274		$ 2,370,707	
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%
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	$ (3,280,460)	$ 128,274		$ (129,293)	
Fund Balance, Beginning of Year	$ 4,227,327	$ 4,227,327			
Fund Balance (Deficit), End of Period	$ 946,867	$ 4,355,601			

CITY OF BATTLE CREEK, MICHIGAN

Combining Statement of Revenues, Expenditures and Changes in Fund Balance

Budget and Actual

Special Revenue Funds

For the Year Ended June 30, 2026

	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	$ 2,256,645	$ 2,573,179	114.03%	$ 2,209,223	16.47%
Charges for Services	$ -	$ 750	0.00%	$ -	0.00%
Interest	$ 150,000	$ 295,586	197.06%	$ 294,955	0.21%
Loan Collection (Distribution) and Other	$ -	$ 5,692	0.00%	$ 14,247	-60.05%
Total Revenue	$ 2,406,645	$ 2,875,207	119.47%	$ 2,518,426	14.17%
Expenditures					
Highways and Streets	$ 5,870,729	$ 4,334,201	73.83%	$ 4,402,904	-1.56%
Total Expenditures	$ 5,870,729	$ 4,334,201	73.83%	$ 4,402,904	-1.56%
Revenue Over (Under) Expenditures	$ (3,464,084)	$ (1,458,994)		$ (1,884,478)	
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	$ (1,464,084)	$ 541,006		$ 115,522	
Fund Balance, Beginning of Year	$ 1,702,465	$ 1,702,465			
Fund Balance (Deficit), End of Period	$ 238,381	$ 2,243,471			

CITY OF BATTLE CREEK, MICHIGAN
Statement of Revenue, Expenditures and Changes in Working Capital
Budget and Actual
Sanitary Sewer and Wastewater Plant Fund
For the Year Ended June 30, 2026

	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	$ 7,862,722	$ 7,560,209	96.15%	$ 7,459,628	1.35%
Commercial	$ 4,776,270	$ 4,889,536	102.37%	$ 4,802,760	1.81%
Industrial	$ 7,466,549	$ 7,447,086	99.74%	$ 7,428,476	0.25%
Pennfield	$ 1,204,004	$ 1,082,211	89.88%	$ 1,029,193	5.15%
Emmett	$ 1,905,874	$ 2,016,449	105.80%	$ 1,910,181	5.56%
Springfield	$ 1,278,495	$ 1,053,837	82.43%	$ 1,025,369	2.78%
Bedford	$ 423,902	$ 415,098	97.92%	$ 394,107	5.33%
East Leroy	$ 23,848	$ 23,095	96.84%	$ 22,791	1.33%
Sewer Service	$ 132,400	$ 61,298	46.30%	$ 139,876	0.00%
Interest Income	$ 486,200	$ 744,338	153.09%	$ 735,212	1.24%
Sales of Capital Assets	$ 4,400	$ 5,279	119.97%	$ 3,575	47.64%
Miscellaneous	$ 287,000	$ 258,020	89.90%	$ 277,193	-6.92%
Total Revenue	$ 25,851,664	$ 25,556,456	98.86%	$ 25,228,362	1.30%
Expenses					
Utility Administration	$ 958,299	$ 927,749	96.81%	$ 1,021,583	-9.19%
Collection	$ 4,459,396	$ 4,440,925	99.59%	$ 2,892,879	53.51%
Operations	$ 10,057,504	$ 8,781,155	87.31%	$ 8,085,972	8.60%
Maintenance	$ 4,359,220	$ 3,945,539	90.51%	$ 4,225,116	-6.62%
Laboratory Services	$ 1,092,591	$ 955,117	87.42%	$ 874,063	9.27%
Sanitary Sewer Program	$ 9,339	$ 164,115	1757.31%	$ 2,026,742	-91.90%
Meter Replacement	$ 2,811	$ 995	35.41%	$ 172,949	-99.42%
Solids Handling Rehab	$ 792,379	$ 579,932	73.19%	$ 1,326,480	-56.28%
Other Projects	$ 9,560,169	$ 1,506,473	15.76%	$ 798,400	88.69%
Debt Service	$ 1,236,168	$ 995,617	80.54%	$ 1,120,919	-11.18%
Capital Outlay	$ 217,099	$ 102,039	47.00%	$ 26,725	281.81%
Total Expenses	$ 32,744,975	$ 22,399,656	68.41%	$ 22,571,830	-0.76%
Revenue Over (Under) Expenses	$ (6,893,311)	$ 3,156,799		$ 2,656,532	
Working Capital, Beginning of Year	$ 18,943,058	$ 18,943,058			
Working Capital, End of Period	$ 12,049,747	$ 22,099,857			

CITY OF BATTLE CREEK, MICHIGAN
Statement of Revenue, Expenditures and Changes in Working Capital
Budget and Actual
Water Fund
For the Year Ended June 30, 2026

	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	$ 4,342,500	$ 4,629,980	106.62%	$ 4,514,544	2.56%
Commercial	$ 2,806,900	$ 3,054,711	108.83%	$ 2,938,260	3.96%
Industrial	$ 1,735,700	$ 1,802,220	103.83%	$ 1,835,715	-1.82%
Pennfield	$ 56,400	$ 42,922	76.10%	$ 49,825	0.00%
Emmett	$ 866,100	$ 950,902	109.79%	$ 909,155	4.59%
Springfield	$ 335,300	$ 286,700	85.51%	$ 272,835	5.08%
Bedford	$ 128,800	$ 150,103	116.54%	$ 144,652	3.77%
East Leroy	$ 17,200	$ 17,741	103.14%	$ 17,532	1.19%
Water Service	$ 625,900	$ 450,378	71.96%	$ 595,015	-24.31%
Interest Income	$ 696,100	$ 606,791	87.17%	$ 743,739	-18.41%
Bond Proceeds	$ -	$ 1,737,354	0.00%	$ 2,178,683	-20.26%
Miscellaneous	$ 528,900	$ 628,346	118.80%	$ 566,285	10.96%
Total Revenue	$ 12,139,800	$ 14,358,147	118.27%	$ 14,766,239	-2.76%
Expenses					
Utility Administration	$ 2,445,912	$ 2,384,814	97.50%	$ 1,677,416	42.17%
Billing and Collections	$ 286,150	$ 287,951	100.63%	$ 311,233	-7.48%
Field Services	$ 4,403,806	$ 4,593,147	104.30%	$ 3,650,741	25.81%
Meter Shop	$ 399,039	$ 462,951	116.02%	$ 371,845	24.50%
Verona Pumping station	$ 2,758,353	$ 2,903,240	105.25%	$ 2,578,079	12.61%
Wellhead Protection	$ 60,300	$ 26,662	44.22%	$ 30,027	-11.21%
Watermain Program	$ -	$ 28,757	0.00%	$ 680,593	-95.77%
Other Projects	$ 28,722,640	$ 12,935,677	45.04%	$ 7,997,082	61.75%
Debt Service	$ 942,986	$ 547,694	58.08%	$ 541,191	1.20%
Capital Outlay	$ 21,500	$ 583	2.71%	$ 22,944	-97.46%
Total Expenses	$ 40,040,686	$ 24,171,475	60.37%	$ 17,861,151	35.33%
Revenue Over (Under) Expenses	$ (27,900,886)	$ (9,813,328)		$ (3,094,913)	
Working Capital, Beginning of Year	$ 15,632,015	$ 15,632,015			
Working Capital, End of Period	$ (12,268,871)	$ 5,818,687			

Agenda: Battle Creek City Commission

Meeting Date:	August 11, 2026 - 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

The Pledge of Allegiance was led by Vice Mayor Sofia.

ROLL CALL

City Commission

Mayor Mark Behnke
Commissioner Jessica LaCosse
Commissioner Patrick O'Donnell
Vice Mayor Sherry Sofia
Commissioner Paige Katsarsky-Smith
Commissioner Jim Lance
Commissioner Carla Reynolds
Commissioner Christopher Simmons, attending remotely

Absent: Commissioner Jenasia Morris

City Staff

Amanda Zimmerlin, City Manager
Marcie Gillette, Assistant City Manager
Doug Bagwell, Police Chief
William Kim, City Attorney
Victoria Houser, City Clerk
Steve Skalski, Public Works Director

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

There were no added or deleted resolutions.

PETITIONS COMMUNICATIONS REPORTS

There were no petitions, communications or reports.

PUBLIC COMMENT REGARDING ANY REMAINING AGENDA ITEMS

Joe Harris commented on resolution 442 regarding the Permanganate System Improvements.

COMMISSION COMMENT REGARDING MEETING BUSINESS

There were no Commission comments.

CONSENT AGENDA

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Sherry Sofia

Ayes: Paige Katsarky-Smith, Jessica Lacosse, Mark Behnke, Patrick O'Donnell, Carla Reynolds, Christopher Simmons, Sherry Sofia, James Lance
Nays: None
Abstain: None

MOTION Passed

Minutes

Minutes for the July 21, 2026 City Commission Administrative Hearings Bureau Workshop

Minutes for the July 21, 2026 City Commission Regular Meeting

Petitions, Communications, Reports

City Manager's Report for August 11, 2026

Ambulance Report for June 2026

Resolutions

438 - A Resolution appointing City Manager Amanda E. Zimmerlin as the City's representative and appointing Vice-Mayor Sherry L. Sofia as the City's alternate representative to the Firekeepers Local Revenue Sharing Board.

Motion/Vote 1
Motion to Approve

Moved By: Carla Reynolds
Supported By: Sherry Sofia

Ayes: Paige Katsarky-Smith, Jessica Lacosse, Mark Behnke, Patrick O'Donnell, Carla Reynolds, Christopher Simmons, Sherry Sofia, James Lance
Nays: None
Abstain: None

MOTION Passed

439 - A Resolution seeking to make permanent Temporary Traffic Control Order #1743.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Sherry Sofia

Ayes: Paige Katsarky-Smith, Jessica Lacosse, Mark Behnke, Patrick O'Donnell, Carla Reynolds, Christopher Simmons, Sherry Sofia, James Lance
Nays: None
Abstain: None

MOTION Passed

440 - A Resolution seeking authorization for a contract amendment to contract 2023-005B for state-mandated elevator upgrades with Elevator Service, LLC, in a not-to-exceed amount of $80,500.00.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Sherry Sofia

Ayes: Paige Katsarky-Smith, Jessica Lacosse, Mark Behnke, Patrick O'Donnell, Carla Reynolds, Christopher Simmons, Sherry Sofia, James Lance
Nays: None
Abstain: None

MOTION Passed

441 - A Resolution seeking authorization to increase the 10% allowable contingency change order amount to 15% for Verona Valves and Electrical Improvements with John E. Green Company.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Sherry Sofia

Ayes: Paige Katsarky-Smith, Jessica Lacosse, Mark Behnke, Patrick O'Donnell, Carla Reynolds, Christopher Simmons, Sherry Sofia, James Lance
Nays: None
Abstain: None

MOTION Passed

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

442 - A Resolution seeking acceptance of the lowest responsive, responsible bid for Sodium Permanganate System Improvements from Shouldice Industrial Manufacturers and Contractors, Inc., in a not-to-exceed amount of $211,927.00.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Sherry Sofia

Ayes: Paige Katsarky-Smith, Jessica Lacosse, Mark Behnke, Patrick O'Donnell, Carla Reynolds, Christopher Simmons, Sherry Sofia, James Lance
Nays: None
Abstain: None

MOTION Passed

443 - A Resolution seeking authorization of a contract for cloud-based software services from BS&A Software, LLC in an estimated first year amount of $128,445.00.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Sherry Sofia

Ayes: Paige Katsarky-Smith, Jessica Lacosse, Mark Behnke, Patrick O'Donnell, Carla Reynolds, Christopher Simmons, Sherry Sofia, James Lance
Nays: None
Abstain: None

MOTION Passed

GENERAL PUBLIC COMMENT

(Limited to three minutes per individual)

James Smith asked why local youth were stopped by the police, expressing his belief it was an act of racial profiling, stating policing is different for black people and white people.

Autumn Smith commented on FOIA 26-1183 regarding Signal chats, stating that although the

Commission reversed the denial, she has not yet received the documents.

Reece Adkins stated he has applied to be a member of a few committees, asking why the meeting to consider potential board members was a private meeting, not open to the public.

Kathy Antaya commented on repairs needed at the railroad crossing at Dickman and Kendall, the NAACP meeting the 4th Thursday of every month at 5:30, and NAACP recruiting of members for their Youth Chapter. Ms. Antaya also thanked several City Commissioners and City staff for attending the Share Center's 35th Birthday celebration.

David Moore commented on a commissioner who continued to serve while on military duty.

Joe Harris commented on recent controversial police stops, recommending Chief Bagley attend the NPC 2 meetings to discuss positive solutions.

George Tyler stated there is a problem with speeding on East Ave, with only one stop sign between Capital Ave and Morgan Road, expressing concern for the safety of young people living on this street.

Steve Koch requested the City replace the portion of sidewalk at 63 Goodale that was removed during construction, also asking that the PVC pipe left in another lawn during the same construction be removed. Mr. Koch expressed his concerns with Flock cameras on City streets, stating they violated drivers' personal rights.

John Kenefick asked how much money the City receives from the Fire Keepers Revenue Sharing Board, and what the City does with the funds. Mr. Kenefick also shared that in the past a former Housing Board of Appeals member, John Hennick, worked with residents whose homes needed repair instead of citing them for violations.

COMMISSION COMMENTS

Comm. LaCosse shared contact information for Canadian National Raiilroad regarding needed repairs of railroad crossings. Comm. LaCosse also stated City staff has scheduled the sidewalk repairs on Goodale Avenue.

Comm. O'Donnell agreed that speeding is a problem throughout the City, asking everyone to slow down and drive safely. Comm. O'Donnell also reminded everyone that Comm. Simmons is on Military Duty, and continues to participate in Commission meetings and work sessions, while also maintaining conversations with residents, as is allowed by State law, expressing appreciation to him for his service to our country and continued service to the residents of Battle Creek.

ADJOURNMENT

Mayor Behnke adjourned the meeting at 7:37 pm.

DATE: 08/13/2026

TO: Mayor, Vice Mayor and City Commissioners

FROM: Amanda Zimmerlin, City Manager

RE: City Manager's Report – August 18, 2026, Regular Meeting Agenda

---

447 **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 2026/2027.**

This Resolution, if approved, authorizes the City Manager to engage the Leila Arboretum Society to provide educational programming, park stewardship services, and urban forestry consultation for the City and its residents during Fiscal Year 2026-2027. The agreement includes City funding of $100,000 for these services, as well as an additional $55,000 for the installation and maintenance of the Downtown Battle Creek Seasonal Planting Plan and Winter Display. **Approval is Recommended.**

448 **A Resolution authorizing the City Manager to sign an agreement with New Level Sports Ministries for federal Community Development Block Grant funding of up to $490,000 for renovations and expansion of an after-school childcare program at 400 W. Michigan, and the signing of other necessary documents related to this matter with the approval of the City Attorney.**

This Resolution, if approved, authorizes the City Manager to enter into an agreement with New Level Sports Ministries for federal Community Development Block Grant funding for the renovation and expansion of after-school childcare programming at 400 W. Michigan. **Approval is Recommended.**

449 **A Resolution seeking authorization for the City Manager to enter into a Police Officer Liaison Agreement for the 2026-2027 school year with Battle Creek Public Schools.**

This Resolution, if adopted, would authorize the City Manager to enter into an agreement with Battle Creek Public Schools for the provision of School Resource Officer services for the 2026-2027 school year. Under the agreement, Battle Creek Public Schools would compensate the City of Battle Creek in the amount of $104,084 for the assignment of one police officer to serve as a Police Officer Liaison within the school district. **Approval is Recommended.**

450 **A Resolution objecting to the transfer of a Specially Designated Distributor license with Sunday Sales and a Specially Designated Merchant license.**

This Resolution, if adopted, would object to the transfer of a Specially Designated Distributor license from 22057 Monroe Road, Springport, Clarence Township, to 1020 Territorial Road W, Battle Creek. This Resolution is supported by Mayor Behnke, Vice Mayor Sofia, and Commissioner Katsarsky-Smith.

CITY OF BATTLE CREEK
REVIEW COMMITTEE AGENDA

Tuesday, August 11, 2026 at 3:30 PM

(Zoom Meeting)

Click Here to Join Meeting

Meeting ID: 873 7575 7455
Passcode: 559908
One call in: 1-312-626-6799

MINUTES

The Review Committee Meeting started at 3:30pm.

Attendees
*Mark Behnke, Mayor
*Sherry Sofia, Vice Mayor
*Amanda Zimmerlin, City Manager
*Kimberly Holley, Organizational Development Officer
*Patti Worden, Executive Assistant

I. COMMUNITY OVERSIGHT BOARD

a. 9 applications, 1 vacant position, 2 vacant alternate positions
(All terms will be for 3 years)

i. Reece Adkins – Unemployed
ii. Damon Brown - RISE
iii. David Censke – Unlimited Realty Service LLC
iv. Shailesh Dubey - Zoetis
v. Joseph Harris – South Beach Investments and Springfield Do-It Center
vi. James McGee – Starr Commonwealth
vii. Jesse Mosier – Berkshire Hathaway
viii. Rebecca Parker – Center for Nonviolence
ix. Jackson Schraedet – Frito Lay

b. Discussion: Behnke, Sofia, Zimmerlin, Liaison (Kimberly Holley)

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.

Zimmerlin:	☒Yes ☐No	**Comment: Move Rebecca Parker forward to fill the vacant member position for 3 years. Move James McGee forward to fill one of the vacant alternate positions for 3 years.** **Kimberly Holley will reach out to David Censke with clarifying questions related to his application.** **The second alternate position, which is filling a vacancy by a current alternate whose terms expires in 2027, will be brought to the Review Committee Meeting in September.**
Behnke:	☒Yes ☐No	Comment:
Sofia:	☒Yes ☐No	Comment:

The Meeting ended at 3:52pm.

Boards/Committees Applications
(Received July 15, 2026 – August 11, 2026)

Reece Adkins
Battle Creek Downtown Development Authority
Community Oversight Board
Planning Commission

Jesse Mosier
Community Oversight Board
Dangerous Buildings Hearings Officer
Sustainable Battle Creek Committee

James McGee
Community Oversight Board

David Censke
Community Oversight Board
Dangerous Buildings Hearings Officer

Joseph Harris
Community Oversight Board

Shailesh Dubey
Airport Advisory Board
Battle Creek Downtown Development Authority
Battle Creek International Relations Committee
Community Oversight Board
Dickman Road Business Improvement District
Economic Development Corporation
Planning Commission
Technical Review Committee

Damon Brown
Community Oversight Board

Gary Minneman, Jr.
Dickman Road Business Improvement District

Tonesha Heath
Battle Creek Downtown Development Authority

General Detail

Ambulance Report for July 2026

Battle Creek City Commission

Action Summary

Staff Member: Shawna Beach, Records/Election Clerk
Department: City Clerk's Office

Summary

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 -- 10 Minutes
Life-threatening emergency runs per Ward – 11 Minutes
Priority 3 Responses -- 20 Minutes

Budgetary Considerations

History, Background and Discussion

Positions

Attachments

1. Ambulance Report July 2026 Ambulance Report July 2026.pdf

AMBULANCE SERVICES
MONTHLY PERFORMANCE REPORT

Report for the month of July 2026

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 -- 10 Minutes
Life-threatening emergency runs per Ward – 11 Minutes
Priority 3 Responses -- 20 Minutes

Life-threatening Emergencies City-wide

Number of runs for the month 730. Percentage of runs accomplished within guidelines 93.6%

Life-threatening Emergencies per Ward

	Ward 1	**Ward 2**	**Ward 3**	**Ward 4**	**Ward 5**
Number of Runs	135	257	124	87	127
ALS Responses	202	396	195	126	193
BLS Responses	4	6	5	4	7
Percentage Achieved	88.2%	97.7%	95.2%	95.4%	88.2%

Priority 3 Responses

Number of runs for the month 408. Percentage of runs accomplished within guidelines 93.0%

330 Hamblin Avenue
Battle Creek, MI 49037
269.969.8844
Your nonprofit community service

RESPONSE TIME PERFORMANCE
CITY OF BATTLE CREEK
July 2026

	Mar-26	Apr-26	May-26	Jun-26	Jul-26
PRIORITY 1 CALLS	92.7%	90.2%	93.7%	91.4%	93.6%
RESPONSES	615	640	670	627	730
PRIORITY 3 CALLS	93.0%	91.0%	96.1%	95.3%	93.0%
RESPONSES	440	413	461	471	408
WARD 1	95.5%	92.6%	93.4%	91.0%	88.2%
RESPONSES	111	122	122	111	135
WARD 2	93.0%	96.4%	93.6%	94.4%	97.7%
RESPONSES	201	192	235	177	257
WARD 3	93.6%	92.3%	92.7%	95.5%	95.2%
RESPONSES	108	133	123	132	124
WARD 4	88.9%	94.4%	97.8%	88.7%	95.4%
RESPONSES	72	71	92	62	87
WARD 5	88.6%	88.5%	91.8%	85.5%	88.2%
RESPONSES	123	122	98	145	127

RESPONSE TYPES

CITY OF BATTLE CREEK

	Mar-26	Apr-26	May-26	Jun-26	Jul-26
Priority 1 ALS Responses	608	631	654	619	719
Priority 1 BLS Responses	**7**	**9**	**16**	**8**	**11**
Priority 3 ALS Responses	429	404	451	453	393
Priority 3 BLS Responses	**11**	**9**	**10**	**18**	**15**
WARD 1					
ALS Responses	212	195	217	195	202
BLS Responses	**6**	**4**	**5**	**2**	**4**
WARD 2					
ALS Responses	342	305	368	304	396
BLS Responses	**5**	**4**	**7**	**5**	**6**
WARD 3					
ALS Responses	177	232	209	208	195
BLS Responses	**1**	**4**	**2**	**2**	**5**
WARD 4					
ALS Responses	125	117	146	129	126
BLS Responses	**3**	**1**	**3**	**1**	**4**
WARD 5					
ALS Responses	181	186	165	236	193
BLS Responses	**3**	**5**	**9**	**16**	**7**

Resolution No: 444
City Commission Meeting 8/18/2026

444 - A Resolution appointing Rebecca Parker as a new member and appointing James McGee as an alternate member for the Community Oversight Board.

Battle Creek City Commission

Action Summary

Staff Member: Patricia Worden, Executive Assistant
Department: City Manager's Office

Summary

<u>**RESOLUTION NO. 444**</u>

Resolved by the Commission of the City of Battle Creek:

That this Resolution appoints Rebecca Parker as a new member for the Community Oversight Board, with a term to expire on August 18, 2029.

That this Resolution appoints James McGee as an alternate member for the Community Oversight Board, with a term to expire on August 18, 2029.

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.

<u>Purpose</u>
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.

<u>Membership</u>
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 Organizational Development Officer.

<u>Terms:</u>

<u>Initial Appointments</u> – 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.

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

<u>Term Limits</u> – Members shall be limited to two consecutive terms of service.

<u>Special Requirements</u>
Mandatory Training.

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

Positions
The Review Committee met on August 11, 2026, and is supportive of these appointments.

Attachments

1.	Parker, Rebecca - 2026	Parker, Rebecca - 2026.pdf
2.	McGee, James - 2026	McGee, James - 2026.pdf

Patricia Worden

From: noreply@civicplus.com
Sent: Monday, June 22, 2026 5:02 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

First Name	Rebecca
Last Name	Parker
Address	26 Woodward Ave.
City	Battle Creek
State	MI
Zip Code	49017
Phone Number	412-417-4021
Email Address	rjp396@gmail.com
Cell phone	412-417-4021
Are you 18 years or older?	Yes
Current occupation	Marketing & Development Coordinator
Employer	Center for Nonviolence
Educational background/	Certificate in Fundraising Management - Indiana University Lilly Family School of Philanthropy (2026), M.A. in Textual Studies and Digital Humanities - Loyola University Chicago (2019), Certificate in Accessibility & Digital Environments - Digital Humanities Summer Institute (2017)
Boards/Commissions of Interest	Neighborhood Planning Council Member (2025-Present)
Organizational Memberships	N/A

Interest & Qualifications	Community is important to me. I chose to make Battle Creek my home, and I care about creating a city where people feel like their concerns matter and their voices are heard. My work has centered on nonviolence, relationship-building, and helping people access the resources and support they need. As a disabled community member, accessibility and inclusion are values I carry into everything I do. Serving on the Community Oversight Board feels like a meaningful way to contribute to the community I care about while helping ensure that accountability and public trust remain part of the conversation.
Attach additional information	Rebecca Parker - Resume.pdf
How You Heard About Us	NPC #4 May Meeting
Electronic Signature Agreement	I agree.
Electronic Signature	Rebecca J. Parker
Date Signed	6/22/2026
Airport Advisory Board	*Field not completed.*
Experience	*Field not completed.*
BC Area International Relations Committee	*Field not completed.*
Experience	*Field not completed.*

BC Downtown Development Authority (DDA)	*Field not completed.*
Experience	*Field not completed.*
Section Break	
BC Housing Commission	*Field not completed.*
Experience	*Field not completed.*
Section Break	
BC TIFA / Brownfield Redevelopment Authority	*Field not completed.*
Experience	*Field not completed.*
Section Break	
Board of Appeals (Housing)	*Field not completed.*
Experience	*Field not completed.*
Section Break	
Board of Review (Assessing)	*Field not completed.*
Experience	*Field not completed.*
Section Break	
Civil Service Commission	*Field not completed.*
Experience	*Field not completed.*
Section Break	
Community Oversight Board	1
Experience	Live in BC city limits
Section Break	
Construction Board of Appeals	*Field not completed.*
Experience	*Field not completed.*
Section Break	

Dangerous Buildings Hearing Officer	*Field not completed.*
Experience	*Field not completed.*
Development Area Citizens Council	*Field not completed.*
Experience	*Field not completed.*
Dickman Road Business Improvement District (BID)	*Field not completed.*
Experience	*Field not completed.*
Downtown Parking System Advisory Committee	*Field not completed.*
Experience	*Field not completed.*
Economic Development Corporation	*Field not completed.*
Experience	*Field not completed.*
Goguac Lake Board	*Field not completed.*
Experience	*Field not completed.*
Historic District Commission	*Field not completed.*
Experience	*Field not completed.*
Income Tax Board of Appeals	*Field not completed.*
Experience	*Field not completed.*

Lakeview Downtown Development Authority (DDA)	*Field not completed.*
Experience	*Field not completed.*
License Review Board	*Field not completed.*
Experience	*Field not completed.*
Local Development Financing Authority (LDFA / SmartZone)	*Field not completed.*
Experience	*Field not completed.*
Local Officers' Compensation Commission	*Field not completed.*
Experience	*Field not completed.*
Planning Commission	*Field not completed.*
Experience	*Field not completed.*
Police / Fire Retirement System Board	*Field not completed.*
Experience	*Field not completed.*
Sustainable BC Committee	*Field not completed.*
Experience	*Field not completed.*
Technical Review Committee	*Field not completed.*

Experience	*Field not completed.*
Section Break	
Tree Advisory Council	*Field not completed.*
Experience	*Field not completed.*
Section Break	
Water System Advisory Council	*Field not completed.*
Experience	*Field not completed.*
Section Break	
Youth Advisory Board	*Field not completed.*
Experience	*Field not completed.*
Section Break	
Zoning Board of Appeals (ZBA)	*Field not completed.*
Experience	*Field not completed.*

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

Patricia Worden

From: noreply@civicplus.com
Sent: Wednesday, July 15, 2026 1:04 AM
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

First Name	James
Last Name	McGee
Address	261 Garfield Ave
City	Battle Creek
State	MI
Zip Code	49017
Phone Number	269-589-7393
Email Address	jamesearlmcgeejr@gmail.com
Cell phone	269-589-7393
Are you 18 years or older?	Yes
Current occupation	Youth Mentor
Employer	Starr Commonwealth
Educational background/	Bachelors In Science
Boards/Commissions of Interest	The Community Oversight Board
Organizational Memberships	Blvcksheep
Interest & Qualifications	I have served on the BCMAMS board. The Leila board and the music center board. My work has consistently centered on youth development, community engagement, mentorship, communication, and helping people feel seen, supported, and

connected to opportunity. I am passionate about building relationships with students, families, schools, and community partners in ways that create real outcomes, not just good intentions.
My qualifications include a Bachelor's degree in Psychology from Western Michigan University, along with hands-on experience in youth mentoring, behavioral intervention, workforce development, arts programming, community outreach, event coordination, and nonprofit leadership. Through my work with Starr Commonwealth, Focus Forward, Battle Creek Public Schools, Big Brothers Big Sisters, Blvcksheep, and the NIA Centre, I have developed strong skills in communication, relationship-building, problem-solving, program planning, advocacy, and working with diverse populations.
I bring a strong understanding of the barriers young people and families face, especially in communities like Battle Creek, Albion, and Grand Rapids. I also bring the ability to connect with people authentically, organize ideas into action, collaborate with community partners, and represent an organization with professionalism, passion, and purpose.

Attach additional information	James E McGee Resume 2026.pdf
How You Heard About Us	*Field not completed.*
Electronic Signature Agreement	I agree.
Electronic Signature	James E. McGee Jr.
Date Signed	07/15/26

Accommodation request(s):

Airport Advisory Board	*Field not completed.*
Experience	*Field not completed.*
BC Area International Relations Committee	*Field not completed.*
Experience	*Field not completed.*
BC Downtown Development Authority (DDA)	*Field not completed.*
Experience	*Field not completed.*
BC Housing Commission	*Field not completed.*
Experience	*Field not completed.*
BC TIFA / Brownfield Redevelopment Authority	*Field not completed.*
Experience	*Field not completed.*
Board of Appeals (Housing)	*Field not completed.*
Experience	*Field not completed.*
Board of Review (Assessing)	*Field not completed.*
Experience	*Field not completed.*
Civil Service Commission	*Field not completed.*
Experience	*Field not completed.*

Community Oversight Board	1, 2, 3
Experience	Live in BC city limits, Live in other municipality with city police service
Construction Board of Appeals	*Field not completed.*
Experience	*Field not completed.*
Dangerous Buildings Hearing Officer	*Field not completed.*
Experience	*Field not completed.*
Development Area Citizens Council	*Field not completed.*
Experience	*Field not completed.*
Dickman Road Business Improvement District (BID)	*Field not completed.*
Experience	*Field not completed.*
Downtown Parking System Advisory Committee	*Field not completed.*
Experience	*Field not completed.*
Economic Development Corporation	*Field not completed.*
Experience	*Field not completed.*
Goguac Lake Board	*Field not completed.*

Experience	*Field not completed.*
Historic District Commission	*Field not completed.*
Experience	*Field not completed.*
Income Tax Board of Appeals	*Field not completed.*
Experience	*Field not completed.*
Lakeview Downtown Development Authority (DDA)	*Field not completed.*
Experience	*Field not completed.*
License Review Board	*Field not completed.*
Experience	*Field not completed.*
Local Development Financing Authority (LDFA / SmartZone)	*Field not completed.*
Experience	*Field not completed.*
Local Officers' Compensation Commission	*Field not completed.*
Experience	*Field not completed.*
Planning Commission	*Field not completed.*
Experience	*Field not completed.*

Police / Fire Retirement System Board	*Field not completed.*
Experience	*Field not completed.*

Sustainable BC Committee	*Field not completed.*
Experience	*Field not completed.*

Technical Review Committee	*Field not completed.*
Experience	*Field not completed.*

Tree Advisory Council	*Field not completed.*
Experience	*Field not completed.*

Water System Advisory Council	*Field not completed.*
Experience	*Field not completed.*

Youth Advisory Board	*Field not completed.*
Experience	*Field not completed.*

Zoning Board of Appeals (ZBA)	*Field not completed.*
Experience	*Field not completed.*

Email not displaying correctly? View it in your browser.

Resolution No: 445

City Commission Meeting 8/18/2026

445 - A Resolution appointing Commissioner Katsarsky-Smith as the City of Battle Creek's official representative and Commissioner LaCosse as the official alternative as the 2026 Annual Business Meeting of the Michigan Municipal League.

Battle Creek City Commission

Action Summary

Staff Member: Rebecca Forbes, Executive Assistant
Department: City Manager's Office

Summary

<u>RESOLUTION NO. 445</u>

Resolved by the Commission of the City of Battle Creek:

That the Michigan Municipal League is the organization that represents the interests of Michigan cities and villages, and the City of Battle Creek, as a member, should maintain a voting membership in the organization.

City Commissioners Paige Katsarsky-Smith and Jessica LaCosse have requested and been approved to attend the upcoming annual convention of the Michigan Municipal League in October 2026.

Therefore, as their attendance was approved at the Travel Expense Committee Meeting held on Tuesday, August 11, 2026, Commissioner Paige Katsarsky-Smith is hereby appointed as the City of Battle Creek's official representative and Commissioner Jessica LaCosse as the official alternate at the Annual Business Meeting of the Michigan Municipal League on Wednesday, October 7, 2026.

Budgetary Considerations

History, Background and Discussion

The MML Annual Business Meeting will be held on Wednesday, October 7, 2026 during the

2026 MML Annual Convention. Business conducted at the Annual Meeting includes the election of trustees and voting on statements of policy and resolutions. MML Bylaws require the City Commission to designate an official to cast the vote for the City of Battle Creek at the annual meeting.

Positions

Attachments

1.	MML 2026 Annual Meeting Notice	MML 2026 Annual Meeting Notice.pdf
2.	8.11.2026 TEC Draft Minutes	8.11.2026 TEC Draft Minutes.pdf

michigan municipal league

1675 Green Road
Ann Arbor, MI 48105-2530

734.662.3246
800.653.2483
734.662.8083

July 30, 2026

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, October 7-9, 2026. The League's **"Annual Meeting"** is scheduled for 4:30 pm on Wednesday, October 7 in Governors' A at the Grand Traverse Resort. The meeting will be held for the following purposes:

1. Election of Trustees. To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).

2. Policy. A) **To vote on the Core Legislative Principles document.**

   In regard to the proposed League Core Legislative Principles, the document is available on the League website at https://mml.org/resources-research/delegate/. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

   B) **If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on.** (See #2 on page 2.)
   In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **September 7, 2026.**

3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting https://mml.org/resources-research/delegate/ **no later than September 7, 2026.**

We love where you live.

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

> "Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus, the deadline this year for the League to receive resolutions is **September 7, 2026**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, "Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.

3. <u>Posting of Proposed Resolutions and Core Legislative Principles</u>

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, October 6, 2026, at Grand Traverse Resort for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,

Joshua Atwood
President
Commissioner, City of Lapeer

Daniel P. Gilmartin
Executive Director & CEO

CITY COMMISSION TRAVEL EXPENSE COMMITTEE
CITY HALL
COMMISSION CHAMBERS
10 N. DIVISION ST.
BATTLE CREEK, MICHIGAN
TUESDAY, August 10, 2026
6:00 PM

Members Present: Aaron Kuhn, Revenue Services Director: Mayor Mark Behnke and Vice Mayor Sherry Sofia

Members Absent: Commissioners Jenasia Morris and Katsarsky-Smith

Staff Present: Aaron Kuhn, Revenue Services Director: Victoria Houser, City Clerk: Amanda Zimmerlin, City Manager: Bill Kim, City Attorney

Purpose: Travel expense request for Commissioner Katsarsky-Smith for the Michigan Municipal League Convention 2026

Call to Order: Mr. Kuhn called the meeting to order at 6:00 PM.

Public Comment: There were no public comments.

Approval of Minutes: Mayor Behnke, supported by Vice Mayor Sofia, made a motion to approve the March 3, 2026 City Commission Travel Expense Committee minutes. All yes, none opposed. Motion approved.

Travel Expense of Commissioner Katsarsky-Smith
The Committee reviewed the expenses submitted by Comm. Katsarsky-Smith and Comm. LaCosse to attend the Michigan Municipal League Convention 2026. Finance has reviewed the expense requests and has no concerns, noting there are adequate funds in the travel and training budget for this.

Mayor Behnke, supported by Vice Mayor Sofia, made a motion to approve the travel expenses of Commissioner Katsarsky-Smith for $2,176.60 and Commissioner LaCosse $2,176.60. All yes: None opposed. Motion carried.

Committee Comments: None

Adjournment: The meeting was adjourned at 6:04 PM.

CITY OF Battle Creek MICHIGAN

Resolution No: 446

City Commission Meeting 8/18/2026

446 - A Resolution approving an amendment to the lease agreement with Dimor concerning the WACO Site at the Battle Creek Executive Airport.

Battle Creek City Commission

Action Summary

Staff Member: William Kim, City Attorney
Department: City Attorney's Office

Summary

<u>RESOLUTION NO. 446</u>

Resolved by the Batle Creek City Commission:

That the City Manager is authorized to enter into an amendment to the Lease Agreement with Dimor concerning the WACO Site at the Battle Creek Executive Airport, as set forth in the proposed Lease Amendment attached here, or one in substantially similar form that meets with the approval of the City Attorney.

Budgetary Considerations
If approved, the City will receive a total base rent of $103,573.51 annually, increasing annually based on the change in the Consumer Price Index, not to exceed a 3% increase in any given year.

History, Background and Discussion
In 2019, the City Commission approved of a lease agreement with Dimor Real Estate, LLC, regarding the WACO site at the Battle Creek Executive Airport. Due to WACO's recent cessation of activity, Dimor Real Estate desires reasonable flexibility to transfer ownership interests in, or control of, Dimor or its leasehold business, including by sale, merger, consolidation, recapitalization, change of control, or other transaction, subject to the City's reasonable protection of Airport operations and regulatory requirements.

This amendment expands the original lease agreement to add approximately 77,600 square feet, extend the current lease term for thirty (30) years from the effective date of the amendment, with two (2) ten-year renewal options. The City will receive a total base rent of One Hundred Three

Thousand Five Hundred Seventy-Three Dollars and Fifty-One Cents ($103,573.51), increasing annually based on the change in the Consumer Price Index, with increases not to exceed 3% in any given year. The amendment also includes modified provisions governing the sale, assignment, transfer, mortgage, and change of control over the leased premises, defining circumstances and conditions under which such activities may occur.

Positions

Staff recommends approval.

Attachments

1. Dimor Lease Amendment 1 Draft-180597117-v4	Dimor Lease Amendment 1 Draft-180597117-v4.pdf

AMENDMENT NO. 1 TO COMMERCIAL LEASE AND USE AGREEMENT

This Amendment No. 1 to Commercial Lease and Use Agreement (this "Amendment") is made and entered into this ____ day of __________, 2026, by and between the City of Battle Creek, a Michigan municipal corporation ("Lessor" or "City"), and Dimor Real Estate, LLC, a Delaware limited liability company authorized to do business in the State of Michigan ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Commercial Lease and Use Agreement authorized pursuant to City Resolution 201, dated August 6, 2019, with an effective date of May 9, 2019 (the "Original Lease", as amended by this Amendment, the "Lease"), concerning the WACO Site at Battle Creek Executive Airport, Battle Creek, Michigan;

WHEREAS, Lessee desired to expand its manufacturing presence at the Airport through construction of a new pre-production facility and the lease of additional adjacent property consisting of approximately 77,600 square feet;

WHEREAS, the Parties entered into a Memorandum of Understanding dated August 2024 establishing certain binding business terms relating to the additional leased premises, construction-period rental rates, and post-construction lease terms;

WHEREAS, Lessee intends that the Premises may be occupied and used by Lessee, its affiliates, and one or more approved subtenants, licensees, concessionaires, or other occupants in furtherance of aeronautical, airport-compatible, and related business activities at the Airport;

WHEREAS, Lessee further desires reasonable flexibility to transfer ownership interests in, or control of, Lessee or its leasehold business, including by sale, merger, consolidation, recapitalization, change of control, or other transaction, subject to Lessor's reasonable protection of Airport operations and regulatory requirements;

WHEREAS, the Parties now desire to formally amend the Lease in accordance with the terms and conditions contemplated by the Memorandum of Understanding and to address subleasing, multi-occupant use, assignment, and change-of-control matters;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Expansion of Leased Premises

The Original Lease is hereby amended to include the additional leased premises (the "**Additional Leased Premises"**) consisting of approximately 77,600 square feet adjacent to the current leasehold area associated with the WACO Site. The Additional Leased Premises shall be deemed to be part of the Premises pursuant to the Lease. The Premises as expanded by the Additional Leased Premises shall be depicted on an amended Exhibit A or Exhibit B attached hereto and incorporated herein by reference.

2. Revised Lease Term and Post-Construction Rent

Effective upon the commencement date of this Amendment, Section 5.1.1 of the Original Lease is hereby deleted in its entirety and replaced with the following:

The term of this Lease shall expire thirty (30) years from the effective date of this Amendment unless sooner terminated pursuant to the terms of this Lease. Lessee shall further have the option to extend the term for two (2) additional periods of ten (10) years each upon written notice to Lessor provided not less than twelve (12) months prior to expiration of the then-current term, provided Lessee is not then in default under the Lease beyond all applicable grace, notice and cure periods.

Effective upon the commencement date of this Amendment, the leasehold area under the Lease shall consist of approximately 404,468 square feet, comprised of the existing leasehold area of approximately 326,868 square feet together with the Additional Leased Premises consisting of approximately 77,600 square feet. Prior to this Amendment, the existing leasehold area carried an annual rent obligation of Eighty Thousand Two Hundred Ninety-Three Dollars and Fifty-One Cents ($80,293.51), resulting in an effective rental rate of approximately Twenty-Four and Fifty-Six Hundredths Cents ($0.2456) per square foot per annum. Pursuant to this Amendment, the Additional Leased Premises shall add Twenty-Three Thousand Two Hundred Eighty Dollars ($23,280.00) in annual rent, resulting in a revised total annual Base Rent obligation of One Hundred Three Thousand Five Hundred Seventy-Three Dollars and Fifty-One Cents ($103,573.51), which equates to an effective blended rental rate of approximately Twenty-Five and Sixty-One Hundredths Cents ($0.2561) per square foot per annum. The total annual Base Rent of $103,573.51 shall serve as the initial Base Rent for all future annual rent adjustments under the Lease.

Commencing January 1 of the first calendar year following the effective date of this Amendment, and continuing annually thereafter, the annual Base Rent shall be adjusted based upon the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, published by the United States Department of Labor, Bureau of Labor Statistics, using the CPI index published for the month of October immediately preceding the adjustment year as compared to the CPI index published for the prior October. Notwithstanding the foregoing, in no event shall the adjusted annual Base Rent be less than the Base Rent established herein, and no annual increase shall exceed three percent (3%) in any given adjustment year.

3. Deletion of Obsolete Provisions

The following Sections of the Original Lease are hereby deleted in its entirety and shall be of no further force or effect:

Sections 5.2.1, 6.2.3, 6.2.3.1, 6.2.3.2, 22.1.2, 22.1.3, 22.1.4, 23, 24, and 25.

4. Subleasing and Multi-Occupant Use of Premises

Sections 4 and 21 of the Original Lease is hereby amended and supplemented as follows:

(a) Lessee may sublease, license, concession, or otherwise grant occupancy rights in all or any portion of the Premises, including the Additional Leased Premises, to one or more subtenants, licensees, concessionaires, affiliates, or other occupants (each, an “Approved Occupant”), subject to Lessor’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Lessor’s review shall be limited to whether the proposed occupant, use, and occupancy arrangement comply with this Lease, applicable FAA requirements, Airport rules and regulations, the Primary Management and Compliance Documents, and applicable law.

(b) If Lessor does not approve, reject, or request additional information within thirty (30) days after receipt of a complete submission for a proposed sublease or other occupancy arrangement, Lessor shall be deemed to have approved the proposed arrangement. If Lessor requests additional information, Lessor shall approve or reject the request within fifteen (15) days after receipt of such additional information, failing which approval shall be deemed granted.

(c) Lessor may disapprove a proposed sublease or other occupancy arrangement only if Lessor reasonably determines, in writing and with reasonable specificity, that the proposed occupant or use: (i) violates applicable law, FAA requirements, Airport rules, or the Primary Management and Compliance Documents; (ii) creates a material safety or security risk; (iii) lacks required permits, licenses, or insurance;

(iv) would materially interfere with Airport operations; or (v) is not financially or operationally capable of performing the obligations applicable to the proposed occupancy.

(d) Activities conducted by any Approved Occupant shall be deemed activities conducted by Lessee for purposes of Sections 4.2, 10.8, 12.1.1.5, and any other provision requiring Lessee to maintain Commercial Aeronautical Activity, an ongoing business, or active use of the Premises. Lessee shall not be deemed to have abandoned the Premises or failed to maintain required Commercial Aeronautical Activity so long as Lessee or one or more Approved Occupants conducts permitted activities on any material portion of the Premises.

(e) No act or omission of an Approved Occupant shall constitute a default by Lessee unless Lessor has given Lessee written notice describing the act or omission and Lessee has failed, within thirty (30) days following the expiration of the applicable cure period, to cure or cause the applicable Approved Occupant to cure such act or omission; provided that Lessee shall have such additional time as is reasonably necessary if the cure cannot reasonably be completed within the stated period and Lessee commences and diligently pursues such cure.

(f) All rent, fees, reimbursements, percentage rent, utility reimbursements, common-area reimbursements, and other consideration paid or payable by any Approved Occupant, (whether such Approved Occupant is a purchaser of any interest in Lessee, any contract vendee, any assignee of this Lease, or subtenant of all or any part of the Premises), shall belong solely to Lessee, and Lessor shall have no right to share in or claim any such amounts except for rents, fees, and other charges expressly payable by Lessee to Lessor under the Lease.

(g) Lessee may allocate and regulate, among Approved Occupants, access routes, entrances, parking areas, common areas, utility services, security and badge access, shared facilities, and signage, subject to applicable Airport rules, FAA requirements, and Lessor's reasonable approval where approval is otherwise required under the Lease.

(h) Each Approved Occupant shall maintain insurance applicable to its use and operations in amounts reasonably required by Lessee and, to the extent required by Lessor under the Lease, by Lessor. Such insurance shall name Lessor and Lessee and their respective officials, officers, employees, agents, affiliates, and representatives as additional insureds, shall be primary and non-contributory where commercially available, and shall include waivers of subrogation to the extent commercially available.

(i) Lessee may require each Approved Occupant to assume, indemnify, and perform all environmental, hazardous-materials, maintenance, repair, insurance, security, and compliance obligations applicable to its premises and operations. Lessor shall be an express third-party beneficiary of such obligations to the extent they relate to Lessor's rights, property, or regulatory obligations.

(j) Upon approval of any sublease or other occupancy arrangement, Lessor shall recognize the rights of the Approved Occupant under the approved arrangement, subject and subordinate to the Lease. Lessor shall not disturb such Approved Occupant's occupancy except in connection with a termination of the Lease or the approved arrangement in accordance with their respective terms; provided that Lessor shall have no obligation to assume Lessee's obligations under any sublease or other occupancy arrangement unless Lessor expressly agrees in writing.

(k) Lessor hereby acknowledges and ratifies all subleases, licenses, and occupancy arrangements previously approved by Lessor, including any renewals, amendments, or replacements thereof, and all uses of the

Premises, that do not materially expand the approved use or materially increase burdens on Airport operations.

5. Sale, Assignment, Transfer, Mortgage, and Change of Control

Sections 21, 22, 23 and 24 of the Original Lease is hereby modified as follows:

(a) Notwithstanding anything to the contrary in Section 22.1.2 of the Original Lease or any other provision of the Original Lease, a sale, assignment, merger, consolidation, reorganization, recapitalization, change in ownership, change in control, transfer of membership interests, transfer of equity interests, or sale of substantially all of Lessee's leasehold business at the Airport (each, a "Transfer Transaction") shall be permitted as provided in this Section.

(b) A Transfer Transaction to (i) an affiliate of Lessee, (ii) a purchaser of substantially all of Lessee's leasehold business at the Airport, (iii) an approved subtenant or other Approved Occupant, or (iv) a successor by merger, consolidation, conversion, recapitalization, or other change-of-control transaction (each such transferee in (i)-(iv), a "Successor") shall not require Lessor's consent, and shall discharge the transferring Lessee of all liability under the Lease, so long as the transferee or surviving entity assumes Lessee's obligations arising from and after the effective date of the Transfer Transaction. Any Successor shall be deemed an Approved Occupant. All other Transfer Transactions shall require Lessor's consent, not to be unreasonably withheld, conditioned, or delayed.

(c) Notwithstanding the foregoing, Lessor's consent to any Transfer Transaction shall be required, not to be unreasonably withheld, conditioned, or delayed, if the Successor shall not agree to operate the Premises in accordance with the terms of the Lease.

(d) Lessee shall submit to Lessor reasonable information regarding the proposed Transfer Transaction, including the identity of the proposed transferee or surviving entity, a description of the transaction, evidence of the proposed transferee's or surviving entity's authority to do business in Michigan if required, evidence of insurance or ability to obtain required insurance, and reasonable information regarding financial and operational capability. Lessor shall not require disclosure of purchase price, valuation materials, internal transaction economics, or confidential investor information except to the extent reasonably necessary to determine financial capability. In addition, no information shall need to be submitted to the extent it is subject to any confidentiality agreement or if its disclosure would violate any law or legal requirement.

(e) If Lessor does not approve, reject, or request additional information within thirty (30) days after receipt of a request for approval of a proposed Transfer Transaction, where such approval is required, then Lessor shall be deemed to have approved the proposed Transfer Transaction. If Lessor requests additional information, Lessor shall approve or reject the request within fifteen (15) days after receipt of such additional information, failing which approval shall be deemed granted.

(g) Upon completion of an approved Transfer Transaction and assumption by the transferee or surviving entity of Lessee's obligations under the Lease arising from and after the effective date of such Transfer Transaction, the transferee or surviving entity shall succeed to Lessee's rights under the Lease.

(h) No Transfer Transaction approved or deemed approved under this Section 5 shall be deemed a default or breach of the Lease, shall not trigger termination or forfeiture rights, and shall not require any additional City approval except as expressly provided in this Amendment.

(i) Notwithstanding anything to the contrary contained in the Original Lease, Lessor shall have the right to mortgage or otherwise encumber its interest in the Lease, or any of the improvements, and Lessor shall agree to the terms of any reasonable documents evidencing such mortgage or other encumbrance and any ancillary agreements related thereto or amendments hereto provided the same do not increase Lessor's obligations. Such mortgagee or other holder of any such interest shall be entitled to advance notice of any defaults by Lessee, and shall be entitled to cure any default of Lessee hereunder within a reasonable period of time.

6. Improvements, Fixtures, and Approved Occupant Installations

Improvements installed by Lessee or Approved Occupants shall be governed by Section 7 of the Original Lease, as amended. Trade fixtures, equipment, furniture, movable personal property, and removable installations of Lessee or Approved Occupants shall remain the property of Lessee or such Approved Occupant and may be removed before expiration or termination, provided that any damage caused by removal is repaired. Permanent improvements shall be addressed in the applicable approved sublease or occupancy arrangement and shall not alter Lessee's rights under Section 7.1.14 of the Original Lease or any other provision governing unamortized value, sale, transfer, or disposition of improvements, except as expressly agreed in writing by Lessor and Lessee. Notwithstanding anything to the contrary contained in the Original Lease, any damages, rental or other sums due to Lessor upon termination of the Lease for any reason whatsoever, including, without limitation, termination following a default by Lessee, shall be reduced by an amount equal to the greater of the value of the improvements and the unamortized cost of the improvements over their useful life in accordance with GAAP, assuming a 5% interest rate on such costs. Such improvements to be considered in reducing such liability shall include, without limitation, any buildings, equipment or fixtures on the Premises, and all other improvements installed by any Lessee under the Lease (including all prior entities constituting "Lessee") and all Approved Occupants. Notwithstanding anything contained in the original Lease to the contrary, Lessee shall have the right, without Lessor's consent, to place a mortgage or other security interest on any of the improvements.

7. Good Faith Negotiation and Remaining Terms

The Parties acknowledge that the Memorandum of Understanding contemplated continued good-faith negotiation regarding additional lease provisions and operational terms. Except as specifically amended herein, all remaining terms and conditions of the Original Lease shall remain in full force and effect.

8. Ratification

Except as expressly amended herein, the Lease shall remain unchanged and in full force and effect. In the event of any conflict between this Amendment and the Original Lease, the terms of this Amendment shall control.

9. Effective Date

This Amendment shall become effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CITY OF BATTLE CREEK	**DIMOR REAL ESTATE, LLC**
By: ______________________________	By: ______________________________

Name: ______________________________	Name: ______________________________
Title: _______________________________	Title: _______________________________

Summary report: **Litera Compare for Word 11.7.0.54 Document comparison done on 7/17/2026 4:43:12 PM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://tkd.cloudimanage.com/DOCUMENTS/180597117/1	
Modified DMS: iw://tkd.cloudimanage.com/DOCUMENTS/180597117/3	
Changes:	
Add	65
~~Delete~~	29
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	94

Resolution No: 447
City Commission Meeting 8/18/2026

447 - 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 2026/2027.

Battle Creek City Commission
Action Summary

Staff Member: Rebecca Forbes, Executive Assistant
Department: City Manager's Office

Summary

RESOLUTION NO. 447

Resolved by the Commission of the City of Battle Creek:

That Leila Arboretum Society has established goals for promoting and developing a more beautiful Battle Creek through preservation of the local urban forest including trees and plants at Leila Arboretum and through education/enrichment of residents leading to a better understanding of the importance of trees and plants in enhancing the health of our local community.

The City Commission desires to continue collaborating with the Leila Arboretum Society in the implementation of programs and activities for its citizens that represent a shared vision and goal for a healthy urban forest and sustainable environment.

In furtherance of this collaboration, the City Manager is authorized to execute an agreement with the Leila Arboretum Society (LAS) whereby the City pays to the LAS the amount of $100,000 for fiscal year 2026/2027 for the provision of educational programming, park stewardship and urban forestry consultation to the City and its citizens. In addition, the Agreement provides that the City will pay LAS the amount of $55,000 to install and maintain the Seasonal Planting Plan and Winter Display for Downtown Battle Creek for FY 2026/2027.

Budgetary Considerations
LAS will receive $155,000 for services provided as per the agreement. Funds were approved for this purpose as part of the 2026/27 fiscal year budget. The expenditure will be from the following accounts:

101.446.4560.957010 - $100,000.
101.446.7190.957010 - $ 55,000.

History, Background and Discussion
LAS has a 30-year lease agreement with the City for the use/management of Leila Arboretum, a 75-acre parcel of park land owned by the City of Battle Creek. The Society's mission is "to preserve and enhance Leila Arboretum for all to appreciate horticulture and the arts in a natural environment." Maintaining and improving the urban forest of Battle Creek and educating and empowering citizens has been and continues to be a major focus for LAS.

LAS sustains stewardship of all the plantings at the Leila Arboretum, provides life-long learning programs for citizens and educational programming for students about plants and their importance and provides expertise to city staff on tree selection and maintenance during projects. LAS also assists the City with inventorying park trees and plants and in maintaining the community's status as a "Tree City USA".

Twelve years ago, the City assumed the Downtown Development responsibilities, which includes the seasonal planting program, as well as the Winter Display Program for Downtown Battle Creek, including ongoing care of downtown plantings, inspections, trash removal, hand weeding, fertilization, deadheading, and hand watering of non-irrigated containers as detailed and specified in Attachment A of the agreement. The City has included these among LAS responsibilities in this agreement.

The responsibilities outlined in the agreement are performed by the LAS, rather than by city staff. The Agreement specifies that LAS provide an annual report detailing progress in achieving the Outcomes and Purposes of the Agreement. The report for LAS' fiscal year 2025/26 is attached, in addition to the request for funding for this upcoming fiscal year.

Positions
The City Manager's Office staff recommends approval of this Resolution.

Attachments

1.	Urban Forestry Agreement FY 2027_Draft	Urban Forestry Agreement FY 2027_Draft.pdf
2.	2026_City Report	2026_City Report.pdf

URBAN FORESTRY AND BEAUTIFICATION AGREEMENT

PARTIES

This Agreement is made this 1st day of July 2026, between the City of Battle Creek, a Michigan municipal corporation, whose address is P.O. Box 1717, Battle Creek, MI 49016-1717 (hereinafter "City") and Leila Arboretum Society, a Michigan nonprofit corporation, whose address is 928 Michigan Avenue West, Battle Creek, MI 49037 (hereinafter "LAS").

RECITALS

A. The City has as one of its many purposes the establishment, maintenance, promotion, protection and operation of parks and the enrichment of citizens' lives through the maintenance of green space and public beautification.

B. LAS's mission is to preserve and enhance Leila Arboretum for all to appreciate horticulture and the arts in a natural environment.

C. With the City having assumed the Downtown Development responsibilities, the City is responsible for the seasonal planting program, as well as the Winter Display Program. In exchange for additional compensation, the City seeks to include the seasonal planting program and Winter Display among the responsibilities of LAS as outlined in Attachment A under this Agreement."

AGREEMENT

1.0 PAYMENT FOR SERVICES

1.1 City will make a one-time payment of $155,000 to LAS for fiscal year July 2026/June 2027 for those services set forth herein.

1.2 The payment provided for in 1.1, does not preclude the City, in its sole discretion, from providing non-financial resources to LAS which would assist LAS in accomplishing the purposes of this Agreement, such as serviceable used equipment, enhanced security, and other non-financial support as the City may deem useful to maintain and operate Leila Arboretum for the best interests of the City.

2.0 SERVICES (OUTCOMES AND PURPOSES)

2.1 Funds provided by the City shall be used by LAS for operational costs, not capital expenditure. It is understood that the payment from the city does not cover the full expense of providing the following services and programs to the city and its residents and therefore LAS may charge appropriate fees to participants and organizations to cover expenses for services and programs provided by LAS.

2.2 As a condition of and in furtherance of the payment for services, LAS shall do the following:

A. Engage in stewardship of Leila Arboretum by maintaining all plantings and improvements as outlined in the Master Plan. This includes managing and labeling the arboretum's collection of more than 2,500 trees and shrubs; maintaining a catalog of accessions; replacing dead, badly damaged and stolen trees; collecting trash from the grounds; maintaining improvements such as the fountain, arbor, gazebos, walkways, entrance gates, lighting and benches; and professionally planning, planting, pruning, staking, weeding, mulching, and controlling pests.

B. Participate in the City's urban forestry program which may include providing advice to residents, businesses and the city regarding the planting and maintenance of trees, bushes and shrubs.

C. Assist the City in maintaining its Tree City USA designation, participate in Arbor Day celebration and plant trees in City parks or other public places.

D. Provide hands-on work experience opportunities that shall develop people with leadership skills through green industry training. Work with the Calhoun County Master Gardener Association (and similar groups) who shall, following their training, be encouraged to volunteer their time and abilities to assist with community beautification, gardening education and maintenance of Leila Arboretum.

E. Provide educational programming for schoolchildren in Battle Creek and the surrounding region. Provide leadership and program development expertise to the City Parks and Recreation Department.

F. Install and maintain the Seasonal Planting Plan and Winter Display for Downtown Battle Creek, including ongoing care of downtown plantings, inspections, trash removal, hand weeding, fertilization, deadheading, and hand watering of non-irrigated containers as detailed and specified in Attachment A, which is specifically adopted as part of this Agreement.

3.0 REPORT

3.1 Between April and May of 2027 LAS shall present a report to the City Commission detailing progress it has made in achieving the Outcomes and Purposes of this Agreement. It shall provide a financial report covering the contract period to date.

3.2 The progress report, along with a recommendation from the City Manager or Revenue Services Director, shall form the basis for any decision on the part of the City to pay additional monies to LAS in subsequent years.

4.0 MISCELLANEOUS

4.1 LAS agrees all its programs shall be available to all residents of the City of Battle Creek and shall not discriminate based on their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of these obligations as set out in Chapter 214 of Battle Creek ordinances shall be considered a material breach of this contract.

4.2 LAS agrees that none of the monies paid to it by the City shall inure to the direct pecuniary benefit of members of its Board. LAS agrees not to contract, subcontract or enter into any agreement with respect to the proceeds of the monies governed by this Agreement with any of the above persons or those individuals, businesses or other entities with whom LAS board members and administrators have a business or immediate family relationship.

4.3 No individual on behalf of LAS shall induce by any means or agree with any person so employed to provide the goods, labor, service or equipment, to give up any part of the compensation that person is entitled to for any goods, labor, service or equipment provided.

4.4 In the event LAS is deemed to be in violation of this Agreement, the City shall provide a written notice advising of non-compliance and corrective actions required within 30 days of the date it becomes aware of the non-compliance. If LAS is not able to meet the City's compliance requirements, the City may require LAS to return a reasonable portion of the contract amount. If the parties cannot agree on the "reasonable portion of the contract amount" to be returned, then the amount will be determined by a mutually agreed upon mediator.

4.5 LAS shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for error, omission or negligent act of LAS under this Agreement. LAS shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City.

4.6 LAS is an independent contractor in the performance of this Agreement and shall obtain and maintain its own insurance including but not limited to, property, general liability, automobile, and worker's compensation.

4.7 "LAS" and "City" as used within this Agreement include the officers, employees, agents, volunteers, and contractors of each, respectively.

5.0 TERMINATION

5.1 Unless otherwise earlier terminated by the parties as permitted by the terms of this Agreement, this Agreement shall terminate June 30, 2027.

WITNESSES:	CITY OF BATTLE CREEK
______________________________	______________________________
	By: Amanda E. Zimmerlin
______________________________	Its: City Manager
WITNESSES:	LEILA ARBORETUM SOCIETY
______________________________	______________________________
	By: Brett A. Myers
______________________________	Its: Executive Director

Attachment A to the
URBAN FORESTRY AND BEAUTIFICATION AGREEMENT
BETWEEN THE
CITY OF BATTLE CREEK AND LEILA ARBORETUM SOCIETY

2026/2027 Fiscal Year
Seasonal Planting Plan
For Downtown Battle Creek

Planting and Maintenance Program for 2026/2027

As further specification to paragraph 2.2(F) of the Agreement between the City and Leila Arboretum Society (LAS), LAS shall perform the following services:

A. **<u>Spring and Summer Display</u>** – LAS shall perform the Spring installation of annual flowers around May 22 or in time for the "Spring into the Arts" event, whichever takes place first, weather dependent. All plantings shall be of similar and/or like quality and quantity to previous seasonal planting programs and further described as:

- 237 "Pots" for various plantings currently exist in the downtown area of the City of Battle Creek. LAS shall be responsible for planting and maintenance in each of these Pots, which variously consist of Light Pole Pots; Large and Small Pots throughout downtown; 6 Old Large Pots on 3 Bridges (Michigan Ave, Capital and Foot Bridge); and 1 Monument Pot.

B. **<u>Fall Display</u>** – LAS shall perform the Fall installation upon execution of this Agreement. All plantings shall be of similar and/or like quality and quantity to previous seasonal planting programs and further described as:

- 237 "Pots" for various plantings currently exist in the downtown area of the City of Battle Creek. LAS shall be responsible for planting and maintenance in each of these Pots, which variously consist of Light Pole Pots; Large and Small Pots throughout downtown and the 6 Bridge Pots.

C. **<u>Winter Display</u>** – LAS shall perform the Winter Display installation not later than November 13, 2026, so that it is complete for the November downtown Holiday Parade. LAS shall take down the Winter Display by January 15, 2027, or as directed by City's Downtown Development staff. All plantings shall be of similar and/or like quality and quantity to previous seasonal planting programs as directed by City's Downtown Development office staff, and further approximated, consistent with custom and practice and as:

20	Pots w/spiral, greens & pinecones (or similarly seasonally appropriate and approved materials)
94	Pots w/greens & pinecones (or similarly seasonally appropriate and approved materials)
8	Greens in pots w/lights at Griffin/WKKF
12	Tower lights on corners

D. **<u>Maintenance Program</u>** – The Maintenance program shall generally take place from the date of the Agreement through approximately January 15, 2027, and beginning again May 22, 2027 through June 30, 2027, or on the dates determined by City's Small Business Development office based upon seasonal variations. LAS shall be responsible for the care of Spring, Summer and Fall Display downtown plantings, Inspections, Trash Removal, Hand Weeding, Fertilization, Deadheading, Hand Watering of Non-irrigated containers.

The Seasonal Planting Program and Holiday Display as specified in this Attachment A shall be managed by the City's Small Business Development office under the direction of the Assistant City Manager for Community and Economic Development. LAS shall use all its own equipment in carrying out its responsibilities under this Agreement.

The Leila Arboretum Society
Annual Report and Partnership Funding Request
To the City of Battle Creek
For the Urban Forestry and Beautification Program

Fulfilling an Existing Partnership Agreement with the City
For Fiscal Year July 1st, 2025 – June 30th, 2026

Prepared and submitted by Leila Arboretum Society May 2026

Japanese flowering crabapple in vivid spring display

Executive Summary

As a centrally located educational and unique greenspace, serving for over forty years as a nonprofit, **Leila Arboretum Society (LAS)** continues the management and enhancement of the **85-acre Arboretum** through its distinctive public/private partnership with the City of Battle Creek. Originally donated by Leila Post Montgomery in 1922, the property was revitalized by LAS starting in 1984. Today, it stands as a premier destination for horticulture, the arts, recreation and wellness, nature education, photographers, weddings, school groups, outdoor enthusiasts, and community garden partners.

In accordance with the **Leila Arboretum Urban Forestry and Beautification Partnership Agreement**, LAS consistently meets and exceeds goals for stewardship and community engagement. Our growth is significant: annual visitation has climbed from 80,000 in 2019 to nearly **148,000 in 2025**. This prosperity is fueled by a small, expert staff, a dedicated Board, and a robust cadre of **70+ volunteers**.

Our mission focuses on maximizing public exploration through year-round, family-friendly events — from the high-energy **New Wave Music and Arts Festival** (returning August 8th, 2026) to our community-focused **Pizzalympics** on June 27th — there's something for anyone of any age to discover and enjoy at Leila Arboretum.

Our educational and civic programs focus on exploring the natural world, wellness, food security, and fostering community and connections, all while fulfilling the LAS mission. LAS programs and activities have embraced many partnerships including Masa Center, Sprout BC, Kellogg Bird Sanctuary, MSU, the Battle Creek Metropolitan Area Mustache Society (BCMAMS), Doty Wildflower Association, Calhoun Visitors Bureau, Goodwill Industries, Community Inclusive Recreation (CIR), the City of Battle Creek, and many, many more.

Volunteer educators Sue Stetler and Echo Bignell demonstrate a lesson to Northwestern student volunteers

With a grant from the National Fish & Wildlife Foundation's 5-Star program, the City of Battle Creek partnered with LAS to host a first-of-its-kind **Earth Day/Arbor Day Tree and Birding Event** on April 18th, 2025. Project partners **Kellogg Bird Sanctuary, North Country Trail Association, Kalamazoo River Watershed Council, Whitehouse Nature Center, Calhoun County Visitors Bureau, and many more**, along with 2 dozen student volunteers from Northwestern and KCC, gave away seedlings, assisted with activities, and provided tutorials on orienteering, tree care, bird ID, and conservation. Even with the chilly weather, over 300 people came out to celebrate nature and environmental awareness.

LAS continues to utilize field spaces and greenhouses for educational programming and community engagement. LAS has entered its third year of partnership with **Masa Center** to grow heritage corn and other culturally important crops for youth education and awareness. Leila Arboretum also has a half-acre of dedicated growing space used and maintained in partnership with the **Urbandale Community Vegetable Garden**.

Masa Center's Emergent Leadership Program manager Victoria Fox-Ramon and assistant building a compost bin

Battle Creek Pride Festival 2025

Leila Arboretum continues to be the premiere outdoor festival destination in Calhoun County, with many annual events returning each year, such as **Festivus Cardboard Sled Competiton**, **Battle Creek Pride Festival**, **New Wave Music and Arts Festival, and Michigan Metal Fest.** LAS will again sponsor the 2nd annual **Duck Diabetes Human and Rubber Duck Race** this September, this time with a portable stage. With a generous grant from Miller Foundation, Leila Arboretum purchased the all-weather stage for both onsite and off-site programs.

For a modest investment of **$155,000**, the City of Battle Creek ensures the continued growth of a "civic jewel" that has maintained a balanced budget for **nine consecutive years**.

LAS respectfully requests that the Battle Creek City Commission renew the City/LAS agreement for the **2025-2026 fiscal year** and approve the City's cost-sharing of partial Arboretum maintenance and staffing expenses at the **$155,000 level**. ($100,000 Urban Forestry & Beautification, $55,000 Downtown Seasonal Displays)

Leila Arboretum Society: Progress and Partnership Report

Stewardship, Maintenance, and Urban Forestry

At its core, the Leila Arboretum Society (LAS) is dedicated to keeping our community's green spaces healthy, beautiful, and accessible. Under **Agreement 2.2A**, our team manages a massive living collection of nearly 3,000 cataloged trees and shrubs. This requires constant professional planning, clear labeling, and replacing lost or damaged specimens—a priority that became even more urgent following the severe storms in April 2026.

Tuesday Volunteer Group Leaders Jerry Tilmann and Gary Steiner

This work wouldn't be possible without our dedicated Tuesday Volunteer Group. Annually, our volunteers contribute an average of 16 hours per day on routine maintenance and special events, totaling over $195,581 in donated support. Looking ahead, we are currently pursuing funding to digitize the arboretum's Life Celebration Plantings. This project will map the collection using GPS coordinates and photos, allowing people to take virtual tours from anywhere. Beyond tree care, LAS continues to maintain the popular public spaces that bring people to the grounds, including the Fantasy Forest sculpture park, Kaleidoscope Garden, disc-golf course, and the Fragrant Hill Pavilion.

In addition to maintaining our own grounds, LAS plays a key role in Battle Creek's broader environmental health through the Urban Forestry Program (**Agreement 2.2B**). Executive Director Brett Myers renewed his International Society of Arborists certification in early 2025, ensuring the city has access to top-tier professional guidance. This expertise directly supports local organizations; notable projects over the 2025–2026 period include landscaping the Burma Center Courtyard, designing flower beds for the Marywood Golf Course, and consulting on native plants for The Music Center. By the end of 2025, our team added several new trees to the Arboretum's canopy (22) and assisted with tree selection and design for various municipal, residential, and neighborhood projects. Mr Myers also recently added a TRAQ (Tree Risk Assessment Qualification) certificate from ISA to his skill base. Crucially, our staff has also been on the ground managing recent storm damage, handling immediate clean-up and mapping out long-term canopy replacement to keep our public spaces safe.

Civic Beautification and Seasonal Displays

Our partnership with the City brings vibrant color directly into downtown and local neighborhoods (**Agreement 2.2C & 2.2F**). To keep our commercial spaces welcoming, LAS manages 244 decorative planters along the Michigan Avenue corridor and social district, completely changing out the displays three times a year to match the seasons. Because of this sustained effort, LAS successfully helped Battle Creek maintain its status as a Tree City USA for the 24th consecutive year.

Downtown plantings with herbs and flowers

Community engagement is a major focus for us. On April 18th, 2026, we partnered with the City to host a "Birds and Trees" Earth Day and Arbor Day celebration, which brought community members together for bird identification walks and practical gardening demonstrations. Each year around Memorial Day Weekend, LAS staff and youth volunteers plant more than 2,000 annuals as part of the Urbandale/Level Park streetscape improvement project — a community partnership now in its 29th year!

Leadership, Training, and Community Education
(**Agreement 2.2D**). During the 2025 fiscal year, LAS employed a seasonal crew that included seven local high school students through the Goodwill Connects program. Over the last 25 years, this partnership has provided hands-on green industry training to 165 students. Many, like former 365 Urban Farm Assistant Manager Jamie Baker-Hererra, have successfully transitioned into permanent careers in agriculture and horticulture.

We also rely heavily on regional experts. The Calhoun County Master Gardener Association (CCMGA) meets weekly at LAS and brings essential horticultural knowledge to our Annual Plant Sale. In 2025 alone, volunteers from the CCMGA, along with Bee Club of Battle Creek, and the Daylily Society, donated more than 1,400 hours of skilled labor and expertise to the arboretum's programs.

These resources allow us to run robust educational programs (**Agreement 2.2E**), welcoming roughly 7,000 area school children to the Arboretum each year for hands-on, outdoor learning. Thanks to funding from the Binda Foundation, and program sustainability, "Pinecone Pals" returned this spring, along with the new "Roots-N-Rhymes" — both preschool/GSRP programs that combine early literacy through storytelling, science and nature exploration.

Now in its third year, our partnership with Masa Center continues to grow. The Masa Center's Emergent Leadership Program connects Hispanic and MiXicanos youth to their cultural history by growing Heritage Blue Corn, a strain native to Michoacán, Mexico. Masa is utilizing the 365 Urban Farm greenspace to grow squash and beans in addition to corn.


BCPS students examine tree damage from insects

For older students, the "Bearcats Beyond the Bell" program provides weekly after-school activities utilizing our greenhouses and the 365 Urban Farm. Literacy remains a major component of our outreach through partnerships with Willard Library, featuring nature-based reading programs and classroom story hours. All of these programs are anchored by the Kaleidoscope Garden, which is now in its 24th year as a premier regional site for K–6 field trips and healthy lifestyle activities.

Accountability and Financial Standing
Behind these programs is a foundation of strict fiscal responsibility (**Agreement 3.1**). LAS maintains a highly diversified funding base to ensure organizational stability, balanced between Individual Gifts (44%), Grants (20%), Earned Revenue (17%), and City Support (19%).
Run frugally by a lean staff of just four full-time professionals, LAS has successfully maintained a balanced budget for nine consecutive years. To ensure complete transparency, we conduct annual financial compilations, keeping us fully accountable to the City of Battle Creek and our 360+ dedicated contributors.


Jessica McCrumb of Otterdance Yoga in the Kaleidoscope Garden

Agreement 3.1. In May of 2025 LAS shall present a report to the City Commission detailing progress it has made in achieving the Outcomes and Purposes of this Agreement. It shall also provide a financial report covering the contract period to date.

Prior pages of this report detail dramatic success in achieving Outcomes and Purposes of the City Agreement. Following is the summary financial report also covering the contract period to date.

Leila Arboretum Society, Inc.
Year Ended December 31, 2025

REVENUE	
Products & Services	53,572
Program Income	609,648
Fundraising Events	66,878
Restricted Income	88,126
Total Revenue	818,224
EXPENSES	
Operating & Programs	347,207
Fundraising Events Expense	57,169
Administrative	70,463
Facility Related	68,323
Total Expenses	543,162
*Cash Flow (+/-)	275,062

Chad Curtis throwing a round of disc golf at Leila

*LAS received a substantial bequest gift in 2025, we anticipate significant restricted expenses will be booked in 2026 and 2027, which may result in negative cash flow through those fiscal timeframes.

Summary and Request

The Board of Trustees of the Leila Arboretum Society respectfully respect that the City Manager and City Commission approve and renew the City's $155,000 partnership contribution to the Leila Arboretum Society for its 2025-2026 management, enhancement, and programming which the Society provides on behalf of the citizens of Battle Creek for the Leila Arboretum.

Leila Arboretum Society

Explore! Discover! Enjoy!

.

CITY OF Battle Creek MICHIGAN

Resolution No: 448

City Commission Meeting 8/18/2026

448 - A Resolution authorizing the City Manager to sign an agreement with New Level Sports Ministries for federal Community Development Block Grant funding of up to $490,000 for renovations and expansion of an after-school childcare program at 400 W. Michigan, and the signing of other necessary documents related to this matter with the approval of the City Attorney.

Battle Creek City Commission

Action Summary

Staff Member: Helen Guzzo, Community Development Supervisor
Department: Community Development

Summary

RESOLUTION NO. 448

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to sign an agreement, and any other necessary documentation related to this matter with the approval of the City Attorney, with New Level Sports Ministries for an amount up to $490,000 for federal Community Development Block Grant (CDBG) funding for necessary renovations to include the installation of an expanded fire suppression system and expansion of an after-school childcare program at 400 W. Michigan in the Washington Heights CDBG Revitalization Target Area. This agreement will also serve as the revised project proposal to reprogram said funds.

Budgetary Considerations

This project spends federal CDBG funds that have been reserved for childcare expansion in the Washington Heights area since 2022. This funding is consistent with the 2025-2029 Consolidated Plan and was included in the 2026 Annual Action Plan for federal CDBG and HOME investment partnership programs. Community Development has reserved $490,000 for this project from 2022 and 2023 CDBG funds. The renovation is expected to be completed before December 31, 2026.

History, Background and Discussion

The proposed project is described in the 2026 Annual Action Plan and is consistent with priorities identified in the 2025-2029 Consolidated Plan; and

The Community Development Division of the City of Battle Creek has the responsibility of administering CDBG program funds to maximize benefits to low- and moderate-income persons through the provision of CDBG funded programs and projects; and

New Level Sports Ministries had a childcare program selected for CDBG funding in 2021 with a proposal to create a Youth Village childcare facility at 410 W. Van Buren and surrounding parcels, but the funding package for the original site was unsuccessful in attracting the needed investment, so New Level Sports modified the proposal to use CDBG funding, and other project funding, to expand its existing after-school program located at 400 West Michigan. The after-school program will renovate its existing space at 400 West Michigan, expand into new space in a former church space, and expand licensing from 65 after-school childcare slots to 100 slots; and

New Level Sports Ministries was unable to complete the original proposed childcare facility because of lack of funding. This agreement cancels and replaces the October 25, 2022 (City Commission Resolution 501), along with two amendments to the original agreement; the First Amendment dated April 22, 2023 (City Commission Resolution 103), which extended the term of the provision of services through December 31, 2024; and the Second Amendment dated November 19, 2024 (City Commission Resolution 579) which added $70,000 to the original agreement amount of $420,000 and extended the project deadline to August 30, 2026.

Positions

Approval is Recommended.

Attachments

1.	New Level Sports Ministries CDBG written agreement with Attachment A 8.12.2026	New Level Sports Ministries CDBG written agreement with Attachment A 8.12.2026.pdf

AGREEMENT
BETWEEN THE CITY OF BATTLE CREEK
AND
NEW LEVEL SPORTS MINISTRIES
FOR
AFTER-SCHOOL CHILDCARE EXPANSION, AND
RENOVATION, INCLUDING FIRE SUPRESSION, AT 400 W. MICHIGAN

This Agreement is entered into on this 19th day of August, 2026, by and between the City of Battle Creek, a Michigan municipal corporation, of 10 N. Division Street, Battle Creek, Michigan (herein the “Grantee”) and New Level Sports Ministries, a Michigan non-profit corporation, of 400 W. Michigan Avenue, Battle Creek, Michigan, 49037, (herein the “Subrecipient”).

Whereas, Grantee has applied for and received Community Development Block Grant (CDBG) funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; and

Whereas, the proposed project is described in the 2026 Annual Action Plan and is consistent with priorities identified in the 2025-2029 Consolidated Plan; and

Whereas, the Community Development Division of the City of Battle Creek has the responsibility of administering CDBG program funds to maximize benefits to low- and moderate-income persons through the provision of CDBG-funded programs and projects; and

Whereas, Subrecipient was chosen for CBDG funding in 2021 with a proposal to create a Youth Village Child Care facility at 410 W Van Buren and surrounding parcels, but the funding package for the original site was unsuccessful in attracting the needed investment, so Subrecipient modified the proposal to use CDBG and other project funding to expand its existing after-school program located at 400 West Michigan; and

Whereas, the after-school program will renovate its existing space at 400 W Michigan, expand into new space in a former church space; and expand licensing from 55 after school child care slots to 100 slots; and

Whereas, Subrecipient entered into a CDBG development agreement for a separate project, October 25, 2022 (City Commission Resolution 2022-501); amended April 22, 2023 (City Commission Resolution 2023-103); and amended November 19, 2024 (City Commission Resolution 2024-579); and

Whereas the prior development agreement has been terminated by written agreement of the parties on August ____, 2026

Whereas, the City of Battle Creek has reserved $420,000 in CDBG funding from its 2022 Program Year (PY) and $70,000 from its PY2023 for expanding childcare in the Washington Heights CDBG Revitalization Target Area and approves the revised project proposal from Subrecipient to reprogram the said funds to the expansion of after-school childcare and the installation of an expanded fire suppression system at 400 W. Michigan; and

Whereas, Subrecipient agrees to conduct such construction and activities in a lawful, satisfactory, and proper manner and in accordance with all policies, procedures, and requirements which have been or from time to time, may be prescribed by Grantee; and

Whereas, the development and activities with CDBG funding has been determined to be categorically excluded from environmental review as required under 24 CFR Part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.

Now, therefore, Grantee and Subrecipient do mutually agree as follows:

I. SCOPE OF PROJECT

A. Project Summary

Project Details	
Project Name:	New Level Sports Afterschool Program Expansion
Funded Amount:	$490,000.00
Action Plan Year:	Using $420,000 from PY2022, and $70,000 from PY2023
Type of Project:	Public Facility Improvement
Service Area:	Battle Creek City Limits
Project Location:	400 Block of Van Buren Street, Battle Creek, MI
CDBG Target Area:	Washington Heights CDBG Revitalization Area
Sam.Gov Unique Entity ID (UEI):	UEI: XXNDBK3655G7 CAGE Code:7DNR1 Expire: 9.17.2026
Eligibility	
National Objective:	24 CFR 570.208(a)(2)(i)(B): Low/Mod Limited Clientele Benefit
Basic Eligible Activity Citation:	570.201[c]: Public Facilities and Improvements
Matrix Code:	03M- Child Care Centers
Performance Measures	
Object of Activity:	Create economic opportunities
Outcome:	Availability/Accessibility

Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's Limited Clientele National Objective.

B. Project Objectives

The project objectives of this Agreement are herein established as the standards to be used by Grantee to determine the impact and effectiveness of the services and activities to be performed by Subrecipient. The objectives are:

1. Subrecipient shall use CDBG funds along with resources from other funders to renovate space used for afterschool child care including the expansion of fire suppression to increase the number of slots available for school age children from low- and moderate-income families in Battle Creek from 55 to 100.

2. Subrecipient will complete all activities described in the timeline attached to this Agreement as **Attachment A**, Project Timeline.

3. Upon completion of construction, Subrecipient will provide after-school childcare services and youth learning activities, providing a report to designated Grantee staff on households served by June 30, 2027, and annually for a period of five years. Reports on client activity shall include at a minimum, the number of clients served and client race/ethnicity and income level data. Reports on progress shall include narrative regarding client outreach, barriers identified, barrier resolution status, lessons learned, and achievements.

C. Levels of Accomplishment

Subrecipient agrees to provide the following levels of program services:

Activity	Total Units per Year
Households Served	100 children enrolled and attending child care

D. Project Requirements

1. Subrecipient will ensure that licensed contractors are used where required by City of Battle Creek Codified Ordinances, and Michigan statutes, and shall obtain all required permits, with rough and final inspections, and approved by the City of Battle Creek Inspections Division. Projects are subject to additional inspections by City of Battle Creek Community Development Division.

2. Subrecipient will furnish Grantee with a list of all contractors and sub-contractors doing work under this agreement before the start of construction and provide Grantee with releases of liens from all listed contractors and sub-contractors before final payment under this agreement is made.

3. Projects will comply with all Federal environmental laws and regulations insofar as they may apply to the performance of this Agreement, including those related to flood disaster protection, lead-based paint and historic preservation.

4. Subrecipient will provide Grantee documentation from a financial institution or funding agency that the total amount of funds to complete the Project are secured with a line of credit, funding agreement, or that funds are currently deposited and available in a restricted bank account.

5. A construction mortgage will be executed between Subrecipient and Grantee and filed with Calhoun County Register of Deeds for the principal sum of four hundred and ninety thousand dollars ($490,000) which will be deferred and forgivable at the end of the construction and the receipt of expanded child care licensing from the State of Michigan.

6. Subrecipient is advised that any sale of the property during the retention period is subject to the approval of Grantee, or Subrecipient will be in default of the provisions of the Regulatory Agreement; the 5 year period of affordability of this Agreement will remain in force regardless of refinance or sale of the property; and the Grantee will be the payee on the mortgage note and will receive all funds for any subsequent sale of the property within the term of the 5 year period of affordability.

II. PERIOD OF PERFORMANCE

1. Subrecipient agrees that the period of performance shall be equal to the period necessary to develop and operate the property in compliance with CDBG regulations for the five (5) year period of affordability. This Agreement will expire at the end of the retention period. During the term of the agreement Subrecipient will be expected to meet interim milestones and deadlines including quarterly reports described in Sections I.B.4 and financial draws described in Section IV.

2. Development. Subrecipient shall not commence construction until Grantee approves the property/project. All construction is to be completed and a certificate of occupancy, if needed, issued by June 30, 2027.

3. Services. Within 12 months of the date the certificate of occupancy is issued, if services have not commenced, the project will be considered ineligible and the Grantee will require the Subrecipient must repay the Grantee the CDBG funds invested.

4. Time is of the essence as CDBG funds have a five-year period of compliance to be spent on eligible activities. Timely performance is essential and failure to meet

milestones and deadlines as indicated in this section, Section I.B.4 and Section IV, may result in termination of this Agreement and may adversely influence future Grantee funding to the Subrecipient.

5. Any requests for extensions to the performance benchmarks in this section must be submitted in writing, and provide the basis for the extension and evidence of sufficient effort on the part of Subrecipient to implement and achieve the performance benchmark. Grantee reserves the right to grant or reject extension requests, including requests for extensions that arise for reasons beyond the control of Subrecipient.

III. BUDGET

1. Subrecipient shall provide a line-item budget that shows sources and uses of funds for all development costs associated with the project.

2. Subrecipient's budget is subject to Grantee approval. No construction activities may commence until Grantee has approved the budget and issued a notice to proceed.

IV. PAYMENT AND FINANCIAL PROCEDURES

1. Costs or expenditures pursuant to this Agreement shall be fully documented and shall be in conformance with any limitations or exclusions of applicable federal, state and local laws, rules and regulations and conditions mandated by Grantee. Subrecipient may be reimbursed only for actual costs incurred and the Grantee will only reimburse against line items in a Grantee approved project budget. Subrecipient may not request disbursement of funds until funds are needed for payment of eligible costs; the amount of disbursement request is limited to the amount needed.

2. Program Funds. Grantee hereby agrees to provide construction funds to Subrecipient from Grantee's CDBG Program funds for eligible development and construction expenses made against a Grantee approved project budget. Disbursement of CDBG funds will be made by Grantee to Subrecipient on a reimbursable basis, given that Subrecipient has provided proper and complete source documentation to Grantee. Said funds will be provided, through this Agreement, in an amount up to $490,000.00.

3. Subrecipient will provide a draw schedule to Grantee showing how and when funds from the various funding sources will be used to cover project expenses.

4. Subrecipient draws are subject to project inspection(s) by Grantee to verify project progress based upon the approved Scope of Project in Paragraph IA and that the property meets the requirements of the Stille-Derossett-Hale Single State Construction Code Act, MCL § 125.1501 et seq. Subrecipient will provide to Grantee

lien release waivers or other evidence of payment to all contractors, sub-contractors and suppliers.

5. For the final draw, Subrecipient will submit a project completion report and reconciliation of CDBG funds invested. The final draw will be equal to 10% of the CDBG program funds.

6. Total Compensation. It is expressly understood by and between Grantee and Subrecipient that in no event shall the total compensation and reimbursement, if any, to be advanced to Subrecipient pursuant to this Agreement, exceed the sum of CDBG funds equaling $490,000.00 for construction.

7. Additional Funds. Subrecipient agrees to provide any additional money, services and/or physical resources which may be required to complete its performance under this Agreement.

8. Suspension of Funding. Grantee's Community Development Manager, has the discretion, and authority, to suspend, reduce, or disallow any payment(s) of funds to Subrecipient under this Section IV, notwithstanding any other provision of this Agreement, upon written notice to Subrecipient, when the internal fiscal controls and records established pursuant to Section VIII are changed without the Community Development Manager's approval, or when, in the opinion of the Community Development Manager, there is a reasonable likelihood that funds may be misused, misappropriated, or spent for a purpose not identified as an eligible purpose within this Agreement.

    a. Any unearned payments under this Agreement may be suspended by the Community Development Manager upon Subrecipient's refusal to accept and comply with any additional conditions or requirements of Grantee.

    b. Any unearned payments under this Agreement may be suspended or reduced if the funding sources for this Agreement are reduced, suspended or terminated for any reason.

    c. Continued funding. Grantee makes no implied or explicit guarantee, offer or representation of future funding from Grantee beyond the termination of this Agreement. Grantee further makes no implied or expressed guarantee that it will not eliminate this Agreement and the funding supplied with this Agreement pursuant to the terms and conditions of Section 2. Potential future contract awards to Subrecipient will be contingent upon timely and full performance of the terms of this and prior agreements.

V. NOTICES

Communication concerning this Agreement shall be directed to the following contract representatives:

Grantee
Helen H. Guzzo, Community Development Supervisor
City of Battle Creek
10 N. Division St., Room 104
Battle Creek, MI 49014
(269) 966-3267 x1523
(269) 967-3868 cell
hhguzzo@battlecreekmi.gov

Subrecipient
Pastor Chris McCoy
New Level Sports Ministries
400 W. Michigan Ave.
Battle Creek, MI 49037
(269) 209-0273
chrismccoy30@newlevelsports.org

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS

A. General Compliance

Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Department of Housing and Urban Development regulations concerning CDBG). Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing an employer-employee relationship between the parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation except as is specified in this Agreement.

C. Hold Harmless

Subrecipient shall hold harmless, defend, and indemnify Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

1. Subrecipient shall maintain and comply with the bonding and insurance requirements of 2 CFR Part 215, as they may apply.

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

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

Coverage Afforded		**Limits of Liability**
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	$ 300,000 each occurrence
	Property Damage	$ 500,000
	Or combined Single Limit	$ 500,000

3. 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 Grantee and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, Community Development, ATTN: Helen Guzzo, 10 N. Division St., Room 104, Battle Creek, Michigan, 49014.

F. Amendments

This Agreement may be amended provided that such amendment make specific reference to this Agreement, and is executed in writing, signed by a duly authorized representative of both Grantee and Subrecipient, and approved by Grantee's governing body. Such amendment shall not invalidate this Agreement, and unless specified within the amendment, not relieve or release Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, at its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding amount or the Scope of Project in Section I.A., as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Project in Section I.A. Project Summary above may only be undertaken with the prior written approval of Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of Grantee, become the property of Grantee, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Grantee may also suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any written term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and Grantee may declare Subrecipient ineligible for any further participation in Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Subrecipient is in noncompliance with any applicable rules or regulations, Grantee may withhold up to fifteen (15) percent of said contract funds until such time as Subrecipient is found to be in compliance by Grantee, or is otherwise adjudicated to be in compliance.

VIII. <u>ADMINISTRATIVE REQUIREMENTS</u>

Subrecipient shall comply with applicable uniform administrative requirements contained at 24 CFR 570.502 including, but not limited to the following:

A. Financial Management

1. <u>Accounting Standards</u>
   Subrecipient agrees to comply with 2 CFR Part 215 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. <u>Cost Principles</u>
   Subrecipient shall administer its program in conformance with 2 CFR Part 200, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. <u>Records to be Maintained</u>
   Subrecipient shall maintain all records required by 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

   a. Records providing a full description of each activity undertaken;
   b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
   c. Records required to determine the eligibility of activities;
   d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
   f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and
   g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. <u>Retention</u>
   Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records for nonexpendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after the displaced person has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or

other actions that involve any of the records cited and is initiated before the expiration of the four- or five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, race/ethnicity, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantee or Grantee's designee upon request.

4. Disclosure

Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from the client receiving service, or the responsible parent or guardian of a minor. Information collected under this Agreement is subject to disclosure under a Freedom of Information Act request.

5. Property Records

Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold with funds provided under this Agreement. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503(b)(8), as applicable.

6. Close-outs

Subrecipient's obligation to Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to Grantee) and determining the custodianship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, the U.S. Department of Housing and Urban Development (HUD), their designees or the Federal Government, at any time during normal business hours, as often as Grantee or grantor agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully corrected by the Subrecipient.

Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with Grantee's CDBG audit policy and as applicable 2 CFR Part 200, Subpart F.

8. Reversion of Assets

Upon the expiration or termination of this Agreement, Subrecipient shall transfer to Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under Subrecipient's control shall be disposed of as required at 24 CFR 570.503 (b)(8).

9. Administrative Requirements

Subrecipient shall comply with applicable program rules contained in 24 CFR 570 Subpart K.

C. Reporting and Payment Procedures

1. Program Income

Subrecipient shall report quarterly all program income as defined at 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitation, Subrecipient may use such program income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to Grantee. **This agreement is not expected to generate program income.**

2. Indirect Costs

If indirect costs are charged, Subrecipient shall develop an indirect cost allocation plan for determining Subrecipient's appropriate share of administrative costs to be charged under this Agreement and Subrecipient shall submit such a plan to Grantee for written approval prior to reimbursement of expenses and in a form specified by Grantee. **Indirect costs are not expected to be part charged as a part of this agreement.**

3. Payment Procedures

Grantee will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, Grantee reserves the right to apply funds available under this Agreement to costs incurred by Grantee, under or in connection with this Agreement, on behalf of Subrecipient.

4. Progress Reports
Subrecipient shall submit regular progress reports to Grantee. During construction, this shall consist of draw requests submitted according to the approved draw schedule. Upon construction completion, this shall consist of the quarterly reports detailed in Section I.B.5.

D. Procurement

1. Compliance
Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all nonexpendable personal property as defined by such policy as may be procured with funds provided herein. Subrecipient shall procure all materials, property and/or services in accordance with the requirements of 24 CFR Part 84 and any other pertinent rules or regulations.

2. Travel
Subrecipient must obtain prior written approval from Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

Subrecipient agrees to comply with 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); and 2) the requirements of 24 CFR 570.606 (c) governing the Residential Anti-Displacement and Relocation Assistance Plan under Section 104(d) of the HCD Act of 1974, as amended; and 3) the requirements in 24 CFR 570.606 (d) governing optional relocation policies.

Subrecipient shall provide relocation assistance to the persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-funded project. Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences. **Relocation is not to be undertaken in this agreement.**

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance
Subrecipient agrees to comply with the following: (a) Elliott-Larson Civil Rights Act, Michigan Civil Rights Act; (b) Title VI of the Civil Rights Act of 1964, as amended; (c) Title VIII of the Civil Rights Act of 1968, as amended; (d) Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Americans with Disabilities Act of 1990; (g) Age Discrimination Act of 1975; and (h) Executive Order 11063, 11246, 11375, and 12086, as amended.

2. Nondiscrimination
Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices, created or obtained by Subrecipient, setting forth the provisions of this nondiscrimination clause.

3. Land Covenants
This Agreement is subject to the requirements of 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that Grantee and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504
Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. Grantee shall provide Subrecipient with any guidelines necessary for

compliance with that portion of the regulations enforced during the term of this Agreement.

B. Equal Opportunity

1. Equal Employment Opportunity

Subrecipient agrees that it shall be committed to carry out the activities under this Agreement in keeping with the principles as provided in Executive Order 11246 of September 24, 1965, as amended.

2. Women- and Minority-Owned Business Enterprises

Subrecipient will use its best efforts to afford women- and minority- owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "women- and minority-owned business enterprises" means a business at least fifty-one percent owned and controlled by women or minority group members. Subrecipient may rely on written representations by businesses regarding their status as women- and minority-owned business enterprises in lieu of an independent investigation.

3. Access to Records

Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with rules, regulations and provisions stated herein.

4. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO Statement

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity Employer.

6. Subcontract Provisions

Subrecipient will include the provisions of Sections X.A. Civil Rights, and X.B. Equal Opportunity, in every subcontract or purchase order, specifically or by reference, as binding provisions upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity
Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.

2. Labor Standards
Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Grantee for review upon request.

3. "Section 3" Clause Compliance
Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all sub- contracts executed under this Agreement:

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development of 1968, as amended (12 U.S.C. 1701u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulation.

c. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. Subrecipient will track total labor hours spent on the project for reporting to the U.S. Department of Housing and Urban Development (HUD) including Section 3 Worker Hours and Targeted Section 3 Worker Hours. Subrecipient will document the nature of agency efforts to satisfy Section 3 requirements. Please see illustration.

		Calculated Percentage	Safe Harbor Benchmark Met
Total Labor Hours	4000		
Section 3 Worker Hours ⓘ	99	2.48	No
Targeted Section 3 Worker Hours ⓘ	200	5	Yes

Nature of Agency Efforts

This section is required if, based on the labor hours reporting above, the reporting agency did not meet the safe harbor benchmarks.

Check all that apply. Maintain records available for HUD review to document any efforts checked.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers.
- ☐ Direct, on-the job training (including apprenticeships).
- ☐ Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns.
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts.
- ☐ Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- ☐ Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.
- ☐ Held one or more job fairs.
- ☐ Provided or connected residents with supportive services that can provide direct services or referrals.
- ☐ Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
- ☐ Assisted residents with finding child care.
- ☐ Assisted residents to apply for, or attend community college or a four year educational institution.
- ☐ Assisted residents to apply for, or attend vocational/technical training.
- ☐ Assisted residents to obtain financial literacy training and/or coaching.
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- ☐ Provided or connected residents with training on computer use or online technologies.
- ☐ Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.
- ☐ Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- ☐ Other. Specify:

D. Conduct

1. <u>Assignability</u>

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee thereto; provided, however, that claims for money due or to become due to Subrecipient from Grantee under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

2. <u>Subcontracts</u>

a. Approvals

Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of Grantee prior to the execution of such agreement.

b. Monitoring

Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to Grantee along with documentation concerning the selection process.

3. Hatch Act

Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of sub-section d. Lobbying Certification be included in all sub-award documents at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, Grantee and/or grantor agency reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, use, or authorize others to use, the work or materials for governmental purposes.

7. Religious Organizations

Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: The Clean Air Act, 42 U.S.C. 7401, et seq., as amended, particularly Section 176[c] and [d], 42 USC 7506[c] and [d], and 40 CFR Parts 6, 51, and 93.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, et seq., as amended, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint regulations at 24 CFR 570.608, and Lead-Based Paint Poisoning Prevention in Certain Residential Structures, 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the systems, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. 470, as amended and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation, including the completion of the Section 106 process detailed in Subpart B (800.3 – 800.13). Subrecipient agrees to comply with City of Battle Creek Codified Ordinances Chapter 1470 Historic Preservation. **The project location, 400 W. Michigan, has been determined to be not historic.**

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

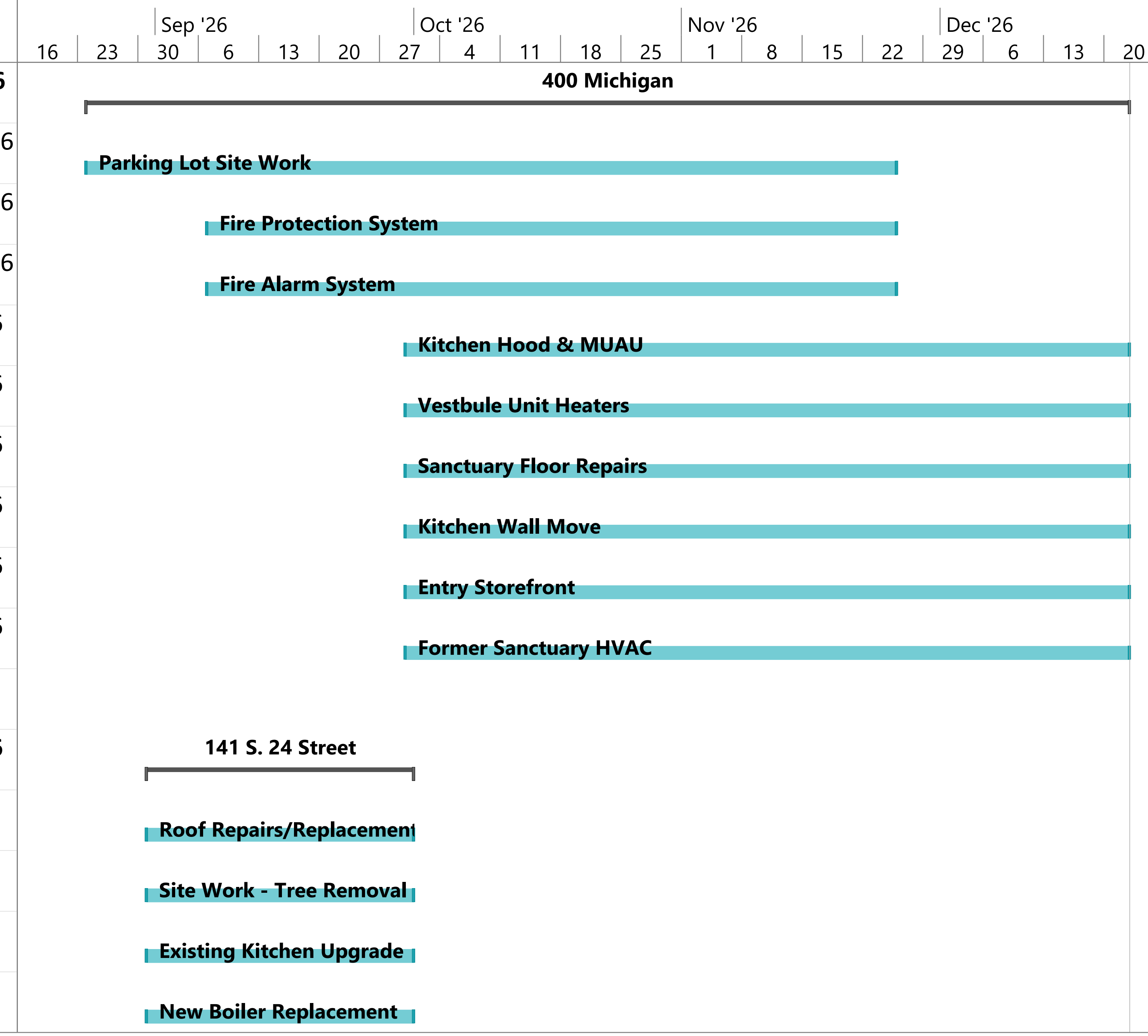
Grantee	**Subrecipient**
By: ______________________________ Amanda Zimmerlin	By: ______________________________ Christopher McCoy
Title: City Manager	Title: Executive Director
Witness: ____________________________	Witness: ____________________________
Date: ______________________________	Date: ______________________________

APPROVED AS TO FORM AND LEGAL SUFFICIENCY ________________________________

Deputy City Attorney: C. Marcel Stoetzel, III

Attachment A: Project Timeline for New Level Sports After-school Child Care Expansion

ID	Task Name	ISSUE RFP FOR BID	PROPOSED BID DUE	GRANT FUNDS	PROJECTED AWARD	CONSTR. START	CONSTR. END
1	**400 Michigan**					**Mon 8/24/26**	**Tue 12/22/26**
2	Parking Lot Site Work	7/22/26	8/13/26	ARPA/WKK	8/14/26	Mon 8/24/26	Wed 11/25/26
3	Fire Protection System	7/22/26	8/13/26	CDBG	8/21/26	Mon 9/7/26	Wed 11/25/26
4	Fire Alarm System	7/22/26	8/13/26	CDBG	8/21/26	Mon 9/7/26	Wed 11/25/26
5	Kitchen Hood & MUAU	8/17/26	9/11/26	CDBG	9/16/26	Wed 9/30/26	Tue 12/22/26
6	Vestbule Unit Heaters	8/17/26	9/11/26	CDBG	9/16/26	Wed 9/30/26	Tue 12/22/26
7	Sanctuary Floor Repairs	8/17/26	9/11/26	CDBG	9/16/26	Wed 9/30/26	Tue 12/22/26
8	Kitchen Wall Move	8/17/26	9/11/26	CDBG	9/16/26	Wed 9/30/26	Tue 12/22/26
9	Entry Storefront	8/17/26	9/11/26	CDBG	9/16/26	Wed 9/30/26	Tue 12/22/26
10	Former Sanctuary HVAC	8/17/26	9/11/26	CDBG	9/16/26	Wed 9/30/26	Tue 12/22/26
11							
12	**141 S. 24 Street**					**Mon 8/31/26**	**Wed 9/30/26**
13	Roof Repairs/Replacement	7/29/26	8/7/26	ARPA	8/14/26	Mon 8/31/26	Wed 9/30/26
14	Site Work - Tree Removal	7/29/26	8/7/26	ARPA	8/14/26	Mon 8/31/26	Wed 9/30/26
15	Existing Kitchen Upgrade	7/29/26	8/7/26	ARPA	8/14/26	Mon 8/31/26	Wed 9/30/26
16	New Boiler Replacement	7/29/26	8/7/26	ARPA	8/14/26	Mon 8/31/26	Wed 9/30/26



Project: NLSM_rev1_7-7-26
Date: Fri 7/17/26

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

CITY OF Battle Creek MICHIGAN

Resolution No: 449
City Commission Meeting 8/18/2026

449 - A Resolution seeking authorization for the City Manager to enter into a Police Officer Liaison Agreement for the 2026-2027 school year with Battle Creek Public Schools.

Battle Creek City Commission
Action Summary

Staff Member: Marcel Stoetzel, Deputy City Attorney
Department: City Attorney's Office

Summary

RESOLUTION NO. 449

Resolved by the Commission of the City of Battle Creek:

That Battle Creek Public Schools seeks to enter into an agreement with the City of Battle Creek to assign one police officer as a Police Officer Liaison with Battle Creek Public Schools for the 2026-2027 school year, and to compensate the City of Battle Creek for those services in the amount of $104,084.00.

The City Manager is authorized to execute the attached Police Officer Liason Agreement with Battle Creek Public Schools, or one with substantially similar terms as may be approved by the City Attorney.

Budgetary Considerations
None.

History, Background and Discussion
Battle Creek Public Schools seeks to enter into an agreement with the City of Battle Creek to assign one police officer as a Police Officer Liaison for the 2026-2027 school year. Assignment of an officer as Police Officer Liason to Battle Creek Public Schools will increase student safety, build rapport with the community at large, and increase coordination between Battle Creek Public Schools, the City, and other agencies.

The school district will allocate office space within the school district for this Officer and will compensate the City of Battle Creek for those services in the amount of $104,084.00. The officer assigned to this duty will remain an employee of the City, and may, in case of emergency, be reassigned to other duties at the discretion of the Chief of Police.

Positions

The Chief of Police supports this Resolution.

Attachments

1.	2026-2027 Police Liaison Officer Agreement	2026-2027 Police Liaison Officer Agreement.pdf

Battle Creek Public Schools
Police Officer Liaison Agreement

The Agreement ("Agreement") is entered into this 1st day of July, 2026 by and between the City of Battle Creek, a Michigan municipal corporation, whose address is 10 N. Division Street, Battle Creek, Michigan 49014 ("City"), and Battle Creek Public Schools, A Michigan general powers school district, organized and operating under the provisions of the Revised School Code, MCL 380.1, *et. seq*., as amended, whose address is 3 West Van Buren Street, Battle Creek, Michigan 49017 ("School District") for the service of a Police Officer Liaison ("School Resource Officer") at the School District with the terms and conditions described herein:

1. <u>POLICE LIAISON OFFICER ASSIGNMENT</u>.

A. The City's Chief of Police shall assign one (1) certified law enforcement officer to the School District to function as a Police Liaison Officer.
B. The Liaison Officer shall be considered as a part of the day shift and report to a day shift Sergeant of the Battle Creek Police Department (BCPD).
C. The School District shall allocate office space within the School District to accommodate the Police Liaison Officer.
D. The Police Liaison Officer shall report to the High School Executive Principal and the Director of Student Services.

2. <u>POLICE LIAISON OFFICER DUTIES</u>.

A. During each day that Battle Creek Public Schools is in session, the Police Liaison Officer shall be available for the performance of the following duties:

1) Interact with students in an attempt to build rapport;

2) Identify students who have anti-social attitudes and who tend to disrupt the learning environment;

3) Investigate criminal activity on school property and take appropriate actions such as restorative and trauma-informed practices, social-emotional learning and teaching, and de-escalation practices and techniques. The Police Liaison Officer will also act as a peace officer and fulfill the mandates prescribed by the City of Battle Creek and State of Michigan.

B. The Police Liaison Officer shall, when requested by the School District, counsel students in the areas of drug abuse, traffic laws, child abuse, truancy, and possession of weapons and provide resource referrals to outside agencies.

C. The Liaison Officer will link the police, school authorities, and juvenile courts to coordinate efforts to solve problems.

D. The Police Liaison Officer will attend extra-curricular school activities when requested by the school officials and, when requested shall be paid at the overtime rate as set out in the City's Fee, Bond and Insurance schedule.

3. <u>COSTS</u>:

A. School District shall pay City $104,084.00 for carrying out duties of the one (1) Police Liaison Officer as set out in this Agreement for the 2026-2027 school year.

B. It is mutually agreed that the School District will make payment for the services as set out in paragraph 3(A) by **June 30, 2027**. The City agrees to provide School District a final invoice for services no later than June 1, 2027.

4. <u>TERM</u>.

A. The term of this Agreement shall commence on July 1, 2026 and shall terminate on June 30, 2027 unless terminated earlier as set forth in Paragraph 6(B), below.

5. <u>NOTICES</u>.

A. Notices or consents of any kind required or permitted under this Agreement shall be in writing and shall be deemed duly delivered if delivered by person or if mailed by registered or certified mail, postage prepaid to the appropriate party, as follows:

If to the City:	City of Battle Creek Attn: Battle Creek Police Department 10 N Division Street Battle Creek, Michigan 49014
If to the School District:	Battle Creek Public Schools Attn: Superintendent of Schools 3 W Van Buren Street Battle Creek, Michigan 49017

6. MISCELLANEOUS.

A. Although the selection of the Police Liaison Officer will be by mutual agreement between the parties, the Police Liaison Officer is not be an agent or employee of the School District, but rather an employee of the City, subject to any employment contracts, rules, or regulations governing BCPD Officers and employees. Furthermore, the policies and procedures promulgated by the Chief of Police shall apply to the Police Liaison Officer.

B. This Agreement may be terminated by either party with thirty (30) days' written notice; however, the obligation to pay for services already rendered as set out in above paragraph 3(A) above shall survive the termination.

C. Both parties understand and agree that the Police Liaison Officer's uniform is such that it will be fitted with a body camera and that it will be activated consistent with BCPD policy and only when considered necessary by the Police Liaison Officer.

7. **<u>EXECUTION</u>.**

A. The parties enter in this agreement by express approval of the Battle Creek City Commission, through approval of Resolution _____ and the approval of Battle Creek Public School's Board of Education.

8. **<u>PREVIOUS AGREEMENT</u>.**

A. This agreement replaces in its entirety any previous agreements between the parties.

CITY OF BATTLE CREEK:	**BATTLE CREEK PUBLIC SCHOOLS:**
______________________________	___________________________________
By: Amanda Zimmerlin Its: City Manager	By: Its: Superintendent
Date: _______________	Date: ______________

Resolution No: 450
City Commission Meeting 8/18/2026

450 - A Resolution objecting to the transfer of a Specially Designated Distributor license with Sunday Sales and a Specially Designated Merchant license.

Battle Creek City Commission

Action Summary

Staff Member: Victoria Houser, City Clerk
Department: City Clerk's Office

Summary

RESOLUTION NO. 450

Resolved by the Commission of the City of Battle Creek:

That The City of Battle Creek has been notified by the Department of Licensing and Regulatory Affairs, Liquor Control Commission Division (LCC), that it has received an application for the transfer of ownership and location of a 2015 Specially Designated Distributor (SDD) license with Sunday Sales Permit, Request ID# RQ-2607-08942.

Specifically, BC City Planters, Inc. has requested to transfer the SDD license currently located at 22057 Monroe Road, Springport, Clarence Township, to 1020 Territorial Road W, Battle Creek.

The City of Battle Creek has also been notified by the Department of Licensing and Regulatory Affairs, Liquor Control Commission Division (LCC), that it has received an application for the transfer of ownership and location of a Specially Designated Merchant (SDM) license, Request ID# RQ-2607-08945.

Specifically, BC City Planters, Inc. has requested to transfer the SDM license currently located at 540 Main St, Suite B, Emmett Township, to 1020 Territorial Road W, transferring governmental units under MCL 436.1533(8) from Emmett Township to Battle Creek City: new Sunday Sales Permit (PM) for the SDM license - Mixed Spirit Drink.

As these requests are transfers under MCL 436.1529(1), approval of the local unit of government is not required. However, the local unit of government is notified should they wish to submit an opinion on the applications or to advise of any local non-compliance issues.

Pursuant to administrative rule R 436.1105, the LCC shall consider the opinions of local residents, the local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Therefore, pursuant to R 436.1105, the Battle Creek City Commission hereby objects to Request ID# RQ-2607-08942 and Request ID# RQ-2607-08945. for the following reasons:

The alcohol distribution capacity is effectively being used with the current Liquor Licenses being used in the City. The City Commission would prefer to maintain the current liquor capacity with the number of liquor licenses currently in place in the City of Battle Creek.

Overall, the health, welfare and safety of the residents of Battle Creek will be negatively impacted.

Budgetary Considerations
There are no budgetary considerations.

History, Background and Discussion
As established by the Michigan Liquor Control Commission, each local government unit has a retail license quota number for both on and off-premises licenses. The LCC has determined an "Allowed" number of each license authorized under the local governmental unit defined under MCL 436.1531. For the City of Battle Creek, as of August 13, 2026, the LCC has "allowed" 35 Retail - On Premises licenses, but issued 37 licenses. Also, as of August 13, 2026, the LCC has "allowed" 18 Retail SDD - Off-Premises licenses, but issued 19 licenses.

Positions

Attachments