Agenda: Battle Creek City Commission

Meeting Date:	April 7, 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

Battle Creek Finest Award - Bobby Holley

Proclamation for National Child Abuse Prevention Month 2026

Proclamation for Sexual Assault Awareness Month 2026

Proclamation for Crime Victims' Rights Week 2026

PRESENTATIONS

Battle Creek Police Department Civilian Police Academy Alumni Association - Roger Ballard

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

PETITIONS COMMUNICATIONS REPORTS

PUBLIC HEARINGS

A Public Hearing to receive comment on the Brownfield Plan for the proposed Allen Edwin Homes redevelopment projects, Outpost Terrace and Eldred Corner.

PUBLIC COMMENT REGARDING ANY REMAINING AGENDA ITEMS

ADOPTION OF ORDINANCES

348 - A Resolution adopting Ordinance 10-2026, amending Section 296.09 of the Battle Creek Code of Ordinances, "Retirements".

349 - A Resolution adopting Ordinance 11-2026, amending Section 21 of Chapter 882 of the Battle Creek Code of Ordinances, to extend the commencement and completion deadlines for the Blue Light Development PILOT.

COMMISSION COMMENT REGARDING MEETING BUSINESS

CONSENT AGENDA

Minutes

Minutes for the March 17, 2026 City Commission Regular Meeting

Petitions, Communications, Reports

City Manager's Report for April 7, 2026

Ambulance Report for February 2026

Travel Synopsis, NAHRO WashCon 2026, Commissioners Simmons and LaCosse

Proclamations Awards

Proclamation for Earth Week 2026

Proclamation for National Volunteer Week 2026

Resolutions

350 - A Resolution authorizing the City Manager to grant a permanent easement to Consumers Energy Company through a portion of 119 South McCamly Street, Battle Creek, Michigan 49017, for the purpose of upgrading and maintaining power transmission infrastructure.

351 - A Resolution seeking authorization regarding a contract with W. Soule and Company in a not-to-exceed amount of $90,795.00 for emergency replacement of the server room chiller.

352 - A Resolution seeking authorization of a contract for severe weather sirens from West Shore Services, Inc. in a not-to-exceed amount of $61,200.00.

353 - A Resolution seeking authorization of a contract for Cisco phone system software and hardware updates from Logicalis, Inc. in a not-to-exceed amount of $71,544.24.

354 - A Resolution authorizing the City Manager and Emergency Management Administrator to enter into an Emergency Management Performance Grant Agreement (EMPG) with the Michigan State Police Emergency Management Homeland Security Division.

355 - A Resolution authorizing the City Manager to adopt the City of Battle Creek Emergency Operations Plan (EOP), as developed and maintained by the Emergency Management Administrator.

356 - A Resolution authorizing the City Manager or her designee to execute MDOT Bridge Repair Contract 26-5090, Job #220625CON.

RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA

357 - A Resolution seeking acceptance of a bid for 2026 Capital Preventative Maintenance

Program project from Pavement Maintenance Systems, LLC in an estimated amount of $618,407.95, with unit prices prevailing.

358 - A Resolution seeking acceptance of the lowest responsive, responsible bid for 2026 Rehabilitation Program project from Lakeland Asphalt Corporation in an estimated amount of $1,056,558.90, with unit prices prevailing.

359 - A Resolution seeking acceptance of the lowest responsive, responsible bid for BTL Reconstruct Taxiway A project from Hoffman Bros. Inc., in an estimated amount of $9,971,470.00, with unit prices prevailing.

360 - A Resolution seeking authorization for the City Manager to temporarily suspend a Park Rule prohibiting fishing to allow for two children's fishing activities: a pre-event on June 13, 2026, and the “5th Annual Johnny 'Jake' Collier - Teach a Kid to Fish Event" on August 9, 2026, to take place at the specified Goguac Lake location.

361 - A Resolution recognizing the Lakeview Band and Orchestra Boosters, Inc. as a non-profit service organization operating in the City of Battle Creek for the purpose of obtaining a Charitable Gaming License from the State of Michigan Lottery Bureau's Charitable Gaming Division.

362 - A Resolution seeking approval for amendments to the "2025-2026 Fee, Bond and Insurance Schedule" for the City of Battle Creek to include the Interactive Voice Response (IVR) - Credit/Debit Card Fee.

363 - A Resolution approving a Brownfield Plan for the proposed Allen Edwin Homes redevelopment projects, Outpost Terrace and Eldred Corner.

364 - A Resolution authorizing the City Manager to accept the Good Faith Written Offer and to execute a Warranty Deed to sell 226 square feet of city-owned vacant land at 62 Yuba Street, Parcel No. 52-0890-00-001-0, to the Michigan Department of Transportation for $1,000.00.

365 - A Resolution seeking authorization for the City Manager to execute all documents necessary to purchase 42.05 square feet of land located at 200 W. Michigan Avenue, Parcel No. 52-0254-00-051-0, from Burnham Brook Community Center for $1,051.25.

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.

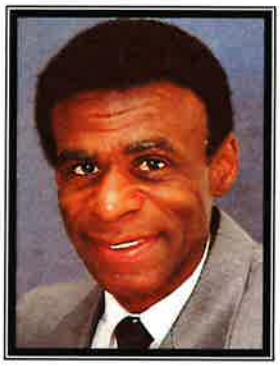
(5) Individuals attending City Commission meetings or workshops, excluding City staff, shall not pass the commission chambers bar upon which the podium is affixed (and which divides the audience section from the well of the chambers) without having been invited to do so by the Mayor or official presiding 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.

BATTLE CREEK'S FINEST AWARD

CERTIFICATE OF RECOGNITION

The City Commission of the City of Battle Creek recognizes

BOBBY HOLLEY



for a lifelong dedication to the Battle Creek community.

* * * * *

Bobby Holley is a lifelong resident of Battle Creek.

Bobby graduated from Battle Creek Central High School and was inducted into the Hall of Fame Class of 2015-16. He served in the U.S. Army from 1966-68 and received the U.S. Army Physical Training Award. Bobby attended Kellogg Community College and furthered his education at Western Michigan University where he earned a bachelor's degree in communications with a minor in music. Bobby retired from the Battle Creek Federal Center and has been a substitute teacher in our local schools for over 20 years.

Bobby is a former Stax recording artist and had hits on music charts while touring around the nation with Jr. Walker and the All Stars, Al Green, The O'Jays, and many more. He is responsible for planning tributes to many local recording artists.

Bobby has been instrumental in recognizing those who have helped make history great in Battle Creek including renaming streets honoring Helen Montgomery and William E. Boards, Jr., as well as a park after Julia V. Milner.

Bobby has devoted over 35 years to fighting crime, violence, drugs, bullying, gun violence, homelessness, and rallying assistance for disabled individuals. He has boldly endured the worst of conditions in his heartfelt pursuit of raising awareness by walking and crawling countless miles. He has brazenly demonstrated with illustrative gestures and remains vigilant in his efforts to help others.

We are honored to call Bobby Holley a Battle Creek neighbor and recognize him for his passion and years of commitment and efforts to make Battle Creek a safe community for all.

This Certificate is presented on behalf of the City of Battle Creek Commission to Bobby Holley in honor of a lifelong dedication and love for the Battle Creek community.

* * * * *

Presented by

Mark A. Behnke, Mayor
April 7, 2026

Proclamation

WHEREAS, April is nationally recognized as National Child Abuse Prevention Month with a 2026 theme of *"Building Community, Building Hope"*; and

WHEREAS, Court Appointed Special Advocates (CASA) of Calhoun County is a nonprofit organization providing highly trained, court-appointed volunteers advocating for children who have experienced abuse or neglect. CASA volunteers serve children from the moment they enter care until they reach a safe, permanent home; and

WHEREAS, currently, there are 500+ children in Calhoun County who are wards of the court and/or in foster care. These children often face multiple home placements and extended time in care. Each child deserves to have one dedicated adult advocating solely for their best interests which in turn provides consistent, child-focused information shared with judges when making decisions; and

WHEREAS, the impact and benefits resulting from the volunteer services of CASA of Calhoun County can be seen as children are more likely to achieve safe, permanent placements, receive needed educational, medical and mental health services and avoid re-entry into foster care; and

WHEREAS, investing in CASA of Calhoun County strengthens families, improves outcomes and reduces long-term costs in child welfare, education and justice systems;

NOW, THEREFORE, I, Mark A. Behnke, Mayor of the City of Battle Creek, Michigan, do hereby proclaim April 2026, as

"***NATIONAL CHILD ABUSE PREVENTION MONTH***"

in the Greater Battle Creek Area and urge neighbors to recognize this month by supporting the efforts of CASA of Calhoun County to build hope for children and families through collaboration and working together on prevention.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Logo of the City of Battle Creek, to be affixed this 7th day of April 2026.

Mark A. Behnke, Mayor

Proclamation

WHEREAS, for over 30 years, Sexual Assault Services of Bronson Battle Creek has provided comprehensive, trauma-informed support to survivors of sexual violence throughout Calhoun County; and

WHEREAS, their mission is rooted in providing empathic, non-judgmental advocacy and care, raising community awareness, and working collaboratively to hold offenders accountable while promoting safety, healing and prevention; and

WHEREAS, each year, the Bronson Sexual Assault Services team serves more than a thousand individuals impacted by sexual assault or abuse through a continuum of specialized services that includes victim advocacy, individual, family and group counseling, court advocacy and supportive services, Children's Advocacy Center services, a regional Sexual Assault Nurse Examiner (SANE) program, prevention education and system-change efforts designed to improve community response and outcomes; and

WHEREAS, every April, communities across the United States observe Sexual Assault Awareness Month to elevate prevention efforts, educate the public and stand in solidarity with survivors. These observances provide an important opportunity to recognize the many professionals, volunteers and community partners who work together to prevent abuse and support healing; and

WHEREAS, on Thursday, April 16, 2026, Bronson Sexual Assault Services will host their annual Sexual Assault Services Benefit Dinner and Community Event at the DoubleTree by Hilton Battle Creek from 5:30-7:30pm, in collaboration with the Bronson Health Foundation;

NOW, THEREFORE, I, Mark A. Behnke, Mayor of the City of Battle Creek, Michigan, do hereby proclaim April 2026, as

"*SEXUAL ASSAULT AWARENESS MONTH*"

in the Greater Battle Creek Area and urge neighbors to stand united in our commitment to raise awareness about sexual assault, support survivors, and work collectively to prevent sexual violence in our community and promote safety for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Logo of the City of Battle Creek, to be affixed this 7th day of April 2026.

Mark Behnke

Mark A. Behnke, Mayor

Proclamation

WHEREAS, crime in America has a devastating impact on victims and survivors, and tears at the social fabric of our society as a whole; and

WHEREAS, no victim or survivor should have to endure the trauma of victimization and its impact -- physical, financial, emotional, spiritual, and social -- alone, and

WHEREAS, the commUNITY of crime victims and survivors, those who serve them, and countless allies work together to ensure that victims' needs are identified and met with quality, collaborative, and comprehensive services; and

WHEREAS, there are more than 12,000 system-and community-based victim services programs across the Nation that help crime survivors and promote community safety, and over 32,000 laws that define and protect victims' rights; and

WHEREAS, 2026 is the 45th anniversary of National Crime Victims' Rights Week, first proclaimed by President Ronald Reagan in 1981; and

WHEREAS, this time-honored tradition unites all who care about crime, victimization, and survivors to acknowledge and honor survivors, their challenges and their strengths; and

WHEREAS, during 2026 National Crime Victims' Rights Week - April 19 to 25 - we recommit our efforts to promote and strengthen the extensive commUNITY that supports and serves victims and survivors of crime;

NOW, THEREFORE, I, Mark A. Behnke, Mayor of the City of Battle Creek, Michigan, do hereby proclaim **April 19-25, 2026**, as

"*CRIME VICTIMS' RIGHTS WEEK*"

in the Greater Battle Creek Area amplifying our commitment to ensure that crime victims' rights and services are not only recognized annually, but provided for daily.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Logo of the City of Battle Creek, Michigan to be affixed this 7th day of April 2026.

Mark A. Behnke, Mayor

General Detail

A Public Hearing to receive comment on the Brownfield Plan for the proposed Allen Edwin Homes redevelopment projects, Outpost Terrace and Eldred Corner.

Battle Creek City Commission

Action Summary

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

Summary
A Public Hearing to receive comment on the Brownfield Plan for the proposed Allen Edwin Homes redevelopment projects, Outpost Terrace and Eldred Corner. As required by MCL 125.2664, notice for this public hearing was published on 3/26/26, notice to MSHDA was sent on 3/23/26, and notice to the taxing jurisdiction was mailed on 3/20/26.

Budgetary Considerations

History, Background and Discussion
Developer Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC, affiliated entities of Allen Edwin Homes, with support from Brownfield consultant Michigan Growth Advisors, have proposed an Act 381 Brownfield Plan for the redevelopment of six vacant parcels totaling approximately 43.75 acres located within the City of Battle Creek. The properties are commonly referred to as the Outpost Terrace and Eldred Corner sites and are located along N East Avenue, Berkley Avenue, Eaton Street, and N 20th Street.

The proposed redevelopment includes the construction of approximately 116 new single family homes, including a portion of income-restricted rental housing units. The development is proposed to occur across three project areas: Outpost Terrace East, Outpost Terrace North, and Eldred Corner. The total capital investment across all project sites is estimated to be approximately $35 million, with construction anticipated to begin in Summer 2026 and occur in phases through approximately 2031, depending on the project site.

The properties are considered “eligible property” under Act 381 based on their classification as “Housing Property”, as defined in Section 2(y) of the Act, due to the proposed construction of

residential housing units.

Housing Need:
2024 HR&A Study:

As identified in the 2024 HR&A Battle Creek Housing Action Plan, the City of Battle Creek currently faces a significant housing shortage, including an estimated 1,200 unit rental supply deficit for households earning above 80% AMI.

- In addition, anticipated job growth associated with the Ford BlueOval Battery Park project in Marshall is expected to generate demand for an additional 2,800 housing units over the next five years, including both rental and owner-occupied housing.
- The Plan further identifies a growing demand for new single family housing, particularly for households earning above 80% AMI, as well as a limited supply of newer housing stock within the City.

The proposed Outpost Terrace and Eldred Corner developments directly respond to these identified housing needs by introducing new single-family housing options, including income-restricted rental units, within established residential neighborhoods in Battle Creek.

Capture:

The duration of the Brownfield Plan is anticipated to be up to 30 years, inclusive of tax increment revenue (TIR) capture for reimbursement of eligible activities, followed by an additional capture period dedicated to the Local Brownfield Revolving Loan Fund (LBRF), as permitted under Act 381. The total amount of eligible activities under the Plan is estimated at approximately $23.6 million.

Of the total tax increment revenues anticipated to be captured over the life of the Plan:

- Approximately $12.9 million represents the maximum potential reimbursement to the developer for eligible environmental and non-environmental activities;
- Approximately $6.5 million is anticipated to be captured and deposited into the Local Brownfield Revolving Fund (LBRF);
- Approximately $1.6 million is anticipated to be captured by the State Brownfield Redevelopment Fund; and
- Approximately $2.6 million is anticipated to be captured by the Battle Creek Brownfield Redevelopment Authority to cover administrative and implementation costs.

Actual reimbursement amounts are dependent on construction timing, taxable value growth, and submission and approval of eligible cost documentation in accordance with Act 381 and the approved Brownfield Plan.

Outcomes:

- 116 new single family homes constructed across six parcels
- 45 income restricted rental units (approximately 39% of total units) restricted at 100% AMI for a 10-year affordability period
- Approximately $35 million in new private investment
- Phased residential development across three project areas
- New public infrastructure including roads, utilities, sidewalks, and site improvements
- Long term addition to the City's housing stock addressing identified housing shortages
- Capture to Local Brownfield Revolving Fund, State Brownfield Redevelopment Fund, and BCBRA administrative expenses over the life of the plan

Staff Reimbursement Agreement Review:

Staff has reviewed a draft Brownfield Plan Reimbursement Agreement between the BCBRA and Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC. The agreement establishes how eligible project costs may be reimbursed using tax increment revenues generated by the development, consistent with the approved Brownfield Plan and Act 381.

Key Terms Include:

- Developer reimbursement is contingent upon submission of a cost reimbursement request in accordance with the Plan.
- Approximately 45 of 116 homes (=39%) will be maintained as income-restricted rental housing at 100% AMI for a minimum 10-year affordability period.
- The developer must submit income and rent documentation and reporting pursuant to Act 381 reporting requirements under MCL 125.2666(7,9).

Positions

The Battle Creek Brownfield Redevelopment Authority approved this plan at their February 23, 2026 meeting.

Attachments

1.	4c.Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC Brownfield Plan 4918-4743-2330 v.2	4c.Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC Brownfield Plan 4918-4743-2330 v.2.pdf
2.	2026-02-23_AllenEdwin_BCBRAResolution_Notarized_JH (2)	2026-02-23_AllenEdwin_BCBRAResolution_Notarized_JH (2).pdf
3.	4a.2026-01-22_BCBRA_AllenEdwin_BrownfieldPlan_Summary_JH	4a.2026-01-22_BCBRA_AllenEdwin_BrownfieldPlan_Summary_JH.pdf

ACT 381 BROWNFIELD PLAN

Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC
Outpost Terrace and Eldred Corner
V/L and V/L N East Avenue, V/L and V/L Eaton St, V/L Berkley Ave, and 80 N 20th Street
Calhoun County, City of Battle Creek
Battle Creek Brownfield Redevelopment Authority

January 21, 2026

Prepared by
Michigan Growth Advisors
100 W Michigan Avenue
Suite #200
Kalamazoo, MI 49007

Approved by the Battle Creek Brownfield Redevelopment Authority on February 23, 2026

Approved by the Battle Creek City Commission on _____

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ACT 381 BROWNFIELD PLAN

1.0 INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed redevelopment consists of six vacant parcels totaling approximately 43.75 acres in the City of Battle Creek. The project will involve preparing the sites for development to make way for 116 single family homes on the three properties. Of the 116 new single-family homes, 45 (39% of the development) are expected to be income-restricted rentals at 100% of Area Median Income ("AMI") rents for a duration of 10 years. This Brownfield Plan is inclusive of three developments contemplated by affiliated entities of Allen Edwin Homes, one of Michigan's largest home builders with 30 years of building experience and over 10,000 homes built. The Outpost Terrace – East project will be developed on the 3.53-acre property located at V/L N East Avenue (Parcel ID #52-4330-00-088-0). The Outpost Terrace – North project will be developed on four parcels totaling approximately 26.8 acres (Parcel ID #52-0231-23-852-0, #52-3340-00-162-0, #52-3340-00-123-0, and #52-3340-00-124-0). The Eldred Corner project will be developed on the 13.42-acre property located at 80 N 20th St (Parcel ID #52-0611-35-673-0). A detailed description of each development is provided below. In total, the developments represent approximately $35 million in investment, with construction on the project sites expected in the Summer of 2026.

The Outpost Terrace – East project located at V/L N East Avenue (Parcel ID #52-4330-00-088-0) is expected to include the construction of 16 new single-family homes on the 3.53-acre site. The homes are expected to be built over a 2-year period, including approximately 8 homes constructed per year. This project intends to income restrict 6 homes (38% of the project) at 100% AMI rents for a duration of 10 years. The homes, inclusive of the income-restricted units, are expected to be four-bedroom single family homes. The homes will be accessible directly from N East Avenue and will be adjacent to the existing single-family home subdivision accessible from Berkley Avenue and Eaton Street along East N Avenue. Construction on this project is expected to begin in Summer 2026 and be completed by fall 2028. The capital investment of the Outpost Terrace – East project is approximately $4.9 million.

The Outpost Terrace – North project located at V/L N East Avenue (Parcel ID: #52-1231-23-852-0), V/L Berkley Avenue (Parcel ID #52-3340-00-162-0), V/L Eaton Street (Parcel ID #52-3340-00-123-0) and V/L Eaton Street (Parcel ID #52-3340-00-124-0) is expected to include the construction of 66 new single-family homes on the parcels totaling 26.8 acres. The homes are expected to be built over a 6-year period, including approximately 11 homes constructed per year. This project intends to income restrict 24 homes (36% of the project) at 100% AMI rents for a duration of 10 years. The homes, inclusive of the income-restricted units, are expected to be

four-bedroom single family homes. The homes will be accessible from Berkley Avenue off of East N Avenue. The project is directly north of an existing subdivision, and directly north of the Outpost Terrace – East project location. Construction on this project is expected to begin in Summer 2026 and be completed by fall 2031. The capital investment of the Outpost Terrace – North project is approximately $20 million.

The Eldred Corner project located at 80 N 20th St (Parcel ID #52-0611-35-673-0) is expected to include the construction of 34 single-family homes on the 13.42-acre site. The homes are expected to be built over a 3-year construction period, including approximately 11 homes constructed per year. This project intends to income restrict 15 homes (44% of the project) at 100% AMI rents for a duration of 10 years. The homes, inclusive of the income-restricted units, are expected to be four-bedroom single family homes. The project is located at the southeast corner of the intersection of Eldred Street and N 20th Street and will include a cul-de-sac into the development for access to homes. The project is in a primarily single-family home area and under a mile from restaurant and commercial establishments along W Columbia Avenue. Construction on this project is expected to being in Summer 2026 and be completed by fall 2028. The capital investment of the Eldred Corner project is approximately $10.2 million.

1.2 Identification of Housing Need

Specific Housing Need

A Housing Action Plan dated March 2024 was completed by H&R Advisors in partnership with the City of Battle Creek, Battle Creek Unlimited, and the W.K. Kellogg Foundation. There is an approximately 1,200 rental supply shortage that exists today in Battle Creek for renters with household income above 80% AMI. As a result of the job creation and anticipated housing demand derived from the Ford BlueOval project in Marshall, Michigan there is anticipated to be a 2,800-housing unit deficit for renter households making more than $60,000 annually over the next 5 years. There is an existing demand for approximately 470 new owner-occupied housing units in the City of Battle Creek, which is expected to grow to a demand of 1,540 new for-sale homes as a result of the BlueOval project.

Additionally, Battle Creek's housing stock is aging. Only 9% of all occupied housing units were built after 2000, and 55% of the occupied housing stock was built prior to 1960. The creation of new single-family homes in this area will help stabilize the aging housing market in the City of Battle Creek.

Job Growth Data

According to the Battle Creek Housing Action Plan, there are an estimated 1,840 to 3,740 net new workers in Kalamazoo and Calhoun Counties as a result of the direct and indirect employment from the BlueOval project contemplated in Marshall, Michigan. The project is expected to create approximately 1,700 direct jobs and an

additional 2,040 indirect and induced jobs in the area. Assuming the City of Battle Creek captures 50% to 75% of the new employment, there is an anticipated demand for approximately 550 to 1,690 new renter households in the City of Battle Creek and approximately 350 to 1,070 new owner-occupied households in the City of Battle Creek. The BlueOval project is expected to be partially operational in 2026, indicating new supply of housing is necessary quickly for the City of Battle Creek to support these new jobs.

1.3 Eligible Property Information

Basis of Eligibility

Section 2(y)(i) of Public Act 381 of 1996 ("Act 381"), as amended, defines "Housing Property" as "A property on which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designated to be used as a dwelling." The development proposes 116 housing units on Parcels #52-4330-00-088-0, #52-0231-23-852-0, #52-3340-00-162-0, #52-3340-00-123-0, #52-3340-00-124-0, and #52-0611-35-673-0; thus these parcels are eligible property under Act 381.

Location and Legal Description

Outpost Terrace – East Eligible Property

V/L N East Ave Parcel ID: 52-4330-00-088-0 3.53 Acres
Battle Creek, MI 49017

Legal Description:

PARTS OF LOTS 38 THRU 42 OF SUPRS PLAT OF IRVING PARK: COMM E 1/4 POST OF SEC 31, T2S R7W - N 00 DEG 13 MIN W ALG E LI OF SD SEC 1745.46 FT - S 89 DEG 47 MIN W 33 FT TO SW COR OF BERKLEY & EAST AVES, SD PT BEING TRUE POB - S 00 DEG 13 MIN E ALG E LI OF LOTS 41, 40, 39, & 38 DIST OF 1242.37 FT - S 89 DEG 54 MIN W 119.54 FT - N 00 DEG 06 MIN W ALG E LI OF LOTS 164 THRU 177 OF GARRISON HILLS SUB NO 3 DIST OF 1031.67 FT - N 26 DEG 16 IN W 179.79 FT - NELY ALG SLY LI OF BERKLEY AVE & ARC TO RT 204.04 FT (RAD 428.76 FT; CHORD BRG N 76 DEG 09 MIN E 202.12 FT) TO POB, CONT 3.54 AC M/L

Outpost Terrace – North Eligible Property

V/L N East Ave Parcel ID: 52-0231-23-852-0 25.97 Acres
Battle Creek, MI 49017

Legal Description:

SUPRS PLAT OF IRVING PARK PART OF LOTS 42, 43 & 44: BEG NE COR OF SD LOT 44 AT PT 33 FT WLY OF NE COR OF SEC 31, T1S R8W – S 00° 13′ E ALG ELY LI OF SD LOTS 44 & 43 DIST OF 593.34 FT – S 89° 47′ W 240 FT – S 07° 47′ W 107.13 FT – SELY ALG ARC TO RT 23.3 FT (RAD 117.04; CHORD BRG S 38° 15′ 11″ E 23.26 FT) – S 32° 33′ E 74.87 FT – SELY ALG ARC TO RT 64.94 FT (RAD 383.56 FT; CHORD BRG S 27° 42′ W 64.86 FT) – S 22° 51′ E 25.6 FT TO NLY LI OF BERKLEY AVE AS SHOWN IN PLAT OF GARRISON HILLS SUB NO 3 – SWLY ALG SD NLY LI & ARC TO RT DIST OF 71.73 FT (RAD 494.75 FT; CHORD BRG S 66° 40′ 06″ W 71.67 FT) TO ELY MOST COR OF LOT 162 ACCORDING TO SD PLAT OF GARRISON HILLS SUB NO

3 – WLY ALG NLY LI OF SD PLAT AND PLAT OF GARRISON HILLS SUB NO 2 THE FOLLOWING COURSES: N 27° 29′ W 120 FT – S 62° 31′ W 230.11 FT – S 71° 34′ W 222.12 FT – S 89° 54′ W 591 FT – N 00° 06′ W ALG W LI OF SD LOTS 42, 43 & 44 DIST OF 983.60 FT TO NW COR OF SD LOT 44 – S 89° 14′ E ALG N LI OF SD LOT DIST OF 1287.40 FT TO POB, CONT 25.97 AC ((1983 THRU 2014, COMPRISED OF PARCELS #4330-00-090-0 & -139-0))

V/L Berkley Ave Parcel ID: 52-3340-00-162-0 0.22 Acres
Battle Creek, MI 49017

Legal Description:
GARRISON HILLS NO 3 LOT 162

V/L Eaton St Parcel ID: 52-3340-00-123-0 0.37 Acres
Battle Creek, MI 49017

Legal Description:
GARRISON HILLS SUB NO 2 LOT 123

V/L Eaton St Parcel ID: 52-3340-00-124-0 0.24 Acres
Battle Creek, MI 49017

Legal Description:
GARRISON HILLS SUB NO 2 LOT 124

Eldred Corner Eligible Property
80 N 20th St Parcel ID: 52-0611-35-673-0 13.42 Acres
Battle Creek, MI 49015

Legal Description:
PART OF SW ¼ OF SW ¼ OF SEC 11, T2S R8W: BEG SW COR OF WIRTS FIRST ADD AT PT ALG W LI OF SD SEC DIST 1362.6 FT S OF W ¼ POST – N 89° 28′ 17″ E ALG S LI OF ELDRED ST AND ITS WLY EXT DIST OF 655.21 FT – S 00° 39′ 19″ E ALG W LI OF PLAT OF WIRTS ACRES DIST OF 631.32 FT TO SW COR OF SD PLAT – S 01° 21′ 11″ E 265.97 FT – N 89° 28′ 07″ W 659.16 FT – N 00° 37′ 05″ W ALG W LI OF SD SEC DIST OF 885.07 FT TO TRUE POB, CONT 13.42 AC, SUBJ TO HWY EASE OVER WLY 33 FT FOR 20TH ST ((2018, RETIRE #0061-00-140-0, SPLIT AND REPLACE WITH PARCELS #0611-35-673-0 & #0611-36-676-0))

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Tax increment revenues will be used to reimburse Swan WFH Eldred Corner, LLC and Swan WFH Outpost Terrace, LLC ("Developer") for the cost of eligible activities as authorized by Act 381. Michigan State Housing Development Authority ("MSHDA") approved non-environmental eligible activities and statutorily approved EGLE environmental eligible activities will be reimbursed with local and school tax increment revenues ("TIR").

Across all projects, the total cost of eligible activities including contingency and interest on unreimbursed eligible activities is anticipated to be $23,609,282. The estimated cost of all eligible activities under this plan are summarized in Table 1.

The total cost of eligible activities including contingency associated with the Outpost Terrace – East project is anticipated to be $2,554,242. Interest on unreimbursed eligible activities is also included as an eligible activity, which is anticipated to be $857,431. Capture to the State Brownfield Redevelopment Fund is anticipated to be $227,261 and capture to the Battle Creek Brownfield Redevelopment Authority for administrative expenses is anticipated to be $378,350.

The total cost of eligible activities including contingency associated with the Outpost Terrace – North project is anticipated to be $9,841,209. Interest on unreimbursed eligible activities is also included as an eligible activity, which is anticipated to be $3,273,939. Capture to the State Brownfield Redevelopment Fund is anticipated to be $876,225 and capture to the Battle Creek Brownfield Redevelopment Authority for administrative expenses is anticipated to be $1,480,620.

The total cost of eligible activities including contingency associated with the Eldred Corners project is anticipated to be $5,501,466. Interest on unreimbursed eligible activities is also included as an eligible activity, which is anticipated to be $1,580,994. Capture to the State Brownfield Redevelopment Fund is anticipated to be $478,103 and capture to the Battle Creek Brownfield Redevelopment Authority for administrative expenses is anticipated to be $758,636.

Environmental Activities

Department specific activities considered under this plan include a Phase I Environmental Site Assessment ("ESA").

Non-Environmental Activities

Because the basis of property eligibility is "Housing Property" under Public Act 381, additional non-environmental costs can be reimbursed through a brownfield plan. This plan provides for reimbursement of eligible "housing development activities" including reimbursement provided to the developer to fill a financing gap associated with the development of housing units priced for income qualified households, and site preparation, demolition, and infrastructure activities that are necessary for new housing development for income qualified households on eligible property.

2.2 Summary of Eligible Activities

2.2..1 Phase I & Phase II ESA, BEA and Due Care Plan

A Phase I ESA will be required for the Eldred Corner project and is anticipated to cost $3,000. This is a cost statutorily approved for reimbursement with school taxes.

2.2..2 Demolition

Site demolition is included as an eligible activity. Site demolition activities are expected to be associated with the Eldred Corner site. Engineering and design of this activity is also included as an eligible activity. The total cost of demolition activities is anticipated to be $133,833.

2.2..3 Infrastructure

Infrastructure activities will include pipework, roads, sidewalks, gas infrastructure, street lighting and electric infrastructure, sewer and water connections and fees, gas and electric service, landscaping, street trees, and driveways. Engineering and design of these activities are also included as eligible activities. The total cost of these infrastructure activities is anticipated to be $4,269,083. The total cost of infrastructure activities associated with the Outpost Terrace – East project is anticipated to be $692,205. The total cost of infrastructure activities associated with the Outpost Terrace – North project is anticipated to be $2,385,844. The total cost of infrastructure activities associated with the Eldred Corner project is anticipated to be $1,191,034.

2.2..4 Site Preparation

Site preparation activities will include clearing, stripping and excavation, fill, grading, backfill and land balancing, temporary construction activities and soil erosion control measures. Engineering and design of these activities are also included as eligible activities. The total cost of these site preparation activities is anticipated to be $1,634,273. The total cost of site preparation activities associated with the Outpost Terrace – East project is anticipated to be $235,670. The total cost of site preparation activities associated with the Outpost Terrace – North project is anticipated to be $1,068,470. The total cost of site preparation activities associated with the Eldred corner site is anticipated to be $330,133.

2.2..5 Interest

Financing costs for the project are considered an eligible activity. This plan allows for 5% simple interest rate on the developer's unreimbursed eligible activities. The total interest associated with eligible activities is anticipated to be $5,712,364. Interest associated with the Outpost Terrace – East project is anticipated to be $857,431. Interest associated with the Outpost Terrace – North project is anticipated to be $3,273,939. Interest associated with the Eldred Corner project is anticipated to be $1,580,994.

2.2..6 Contingency

A 15% contingency on infrastructure, and site preparation costs is included as an eligible activity on the Outpost Terrace – East and Outpost Terrace – North project. A 10% contingency on infrastructure, demolition, and site preparation costs is included as an eligible activity on the Eldred Corner project. The contingency is estimated to be $822,828. The contingency associated with the Outpost Terrace – East project is anticipated to be $139,181. The contingency associated with the Outpost Terrace – North project is anticipated to be $518,147. The contingency associated with the Eldred Corner project is anticipated to be $165,500.

2.2..7 Financing Gap

Housing development activities, related to reimbursement provided to the developer to fill a financing gap associated with the development of housing units priced for income qualified households' units, are included as eligible activities. The financing gap is calculated utilizing the Total Housing Subsidy formula developed by MSHDA with a Control Rent of $3,913 for a 4-bedroom unit. The potential annual rent loss and total rent loss over the term of a 10-year affordability period for each project are delineated in the tables below.

The potential annual rent loss at the Outpost Terrace – East project is estimated to be $146,052 based on project rent of 100% AMI rents in Calhoun County, net of utility allowance in Region C. There are anticipated to be 6 income-restricted units in the Outpost Terrace – East project for a duration of 10 years.

Type	MSHDA Control Rent	Project Rent	Potential Rent Loss	Income Qualified Units	Annual Loss	Total Loss
4-Bed	$3,913	$1,884	$24,342	6	$146,052	$1,460,520

The potential annual rent loss at the Outpost Terrace – North project is estimated to be $584,208 based on the project rent of 100% AMI rents in Calhoun County, net of utility allowance in Region C. There are anticipated to be 24 income-restricted units in the Outpost Terrace – 30-acre project for a duration of 10 years.

Type	MSHDA Control Rent	Project Rent	Potential Rent Loss	Income Qualified Units	Annual Loss	Total Loss
4-Bed	$3,913	$1,884	$24,342	24	$584,208	$5,842,080

The potential annual rent loss at the Eldred Corner project is estimated to be $365,130 based on the project rent of 100% AMI rents in Calhoun County, net of utility allowance in Region C. There are anticipated to be 15 income-restricted units in the Eldred Corner project for a duration of 10 years.

Type	MSHDA Control Rent	Project Rent	Potential Rent Loss	Income Qualified Units	Annual Loss	Total Loss
4-Bed	$3,913	$1,884	$24,342	15	$365,130	$3,651,300

2.2..8 Brownfield Plan and Act 381 Work Preparation

The cost to prepare the Brownfield Plan and Act 381 Work Plan is anticipated to be $30,000.

2.2..9 Brownfield Plan Implementation

The cost of implementing the Brownfield Plan is anticipated to be $50,000.

2.2..10 Local Brownfield Revolving Fund

Local Brownfield Revolving Fund capture is also included in this Plan. Capture to the Local Brownfield Revolving Fund is anticipated to be $6,502,970. The LBRF capture associated with the Outpost Terrace – East project is estimated at $898,487. The LBRF capture associated with the Outpost Terrace – North project is estimated to be $3,762,875. The LBRF capture associated with the Eldred Corner project is estimated to be $1,841,608.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available TIR, including real and personal property TIR.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities will be financed by the developer and reimbursed as outlined in this plan and accompanying development agreement. No advances from the City or County are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

No note or bonded indebtedness for this project is anticipated at this time. Therefore, this section is not applicable.

2.6 Duration of Brownfield Plan

The duration of this plan is estimated to be 30 years, inclusive of 5 years of capture to the Local Brownfield Revolving Fund. It is estimated that capture of tax increment

revenue on all eligible property will begin in 2027, however could be delayed for up to 5 years after the approval of this plan as permitted by Act 381. In no event shall capture extend beyond 30 years as required by Act 381. An analysis showing the reimbursement schedule is attached as Table 3. It is expected that the redevelopment of the properties will start in 2026, and that full recapture of eligible costs and eligible administrative costs of the authority will continue until 2056.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail within Table 2. It is estimated that the rental units will be constructed first, and it is assumed that all for-sale homes will be subject to a homestead exemption. The proportion of homes subject to a homestead exemption is reflected in the Tax Increment Financing Capture Tables within Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The property consists of three parcels which are approximately 42.91 acres in size:

- The parcel associated with the Outpost Terrace – East project is located at V/L N East Ave (Parcel Identification Number 52-4330-00-088-0) and is approximately 3.53 acres in size.
- The parcels associated with the Outpost Terrace – North project are located at V/L N East Ave (Parcel Identification Number 52-0231-023-852-0), V/L Berkley Ave (Parcel Identification Number 52-3340-00-162-0), V/L Eaton St (Parcel Identification Number 52-3340-00-123-0), and V/L Eaton St (Parcel Identification Number 52-3340-00-124-0) and are approximately 26.8 acres in size, collectively.
- The parcel associated with the Eldred Corner is located at 80 N 20th St (Parcel Identification Number 52-0611-35-673-0) and is approximately 13.42 acres in size.

A legal description of the properties along with a scaled map showing eligible property dimensions, is attached as Figure 1.

The parcels are considered "eligible property" due to the development of residential housing units on the property, as defined within the definition of "Housing Property" in Section 2(y) of Public Act 381 of 1996, as amended.

Taxable personal property, if any, is included in this plan.

2.9 Estimates of Residents and Displacement of Individuals/Families

No persons reside at the property therefore this section is not applicable.

2.10 Plan for Relocation of Displaced Persons

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

This project is inclusive of three distinct project sites located on three parcels, one for each project site. The Developer entities are affiliated parties; however, the tax increment financing capture and tax increment revenue reimbursement of eligible activities are expected to remain specific to each individual eligible property.

Figure 1

Legal Description and Eligible Property Map

Outpost Terrace – East Eligible Property

V/L N East Ave Parcel ID: 52-4330-00-088-0 3.53 Acres
Battle Creek, MI 49017

Legal Description:

PARTS OF LOTS 38 THRU 42 OF SUPRS PLAT OF IRVING PARK: COMM E 1/4 POST OF SEC 31, T2S R7W - N 00 DEG 13 MIN W ALG E LI OF SD SEC 1745.46 FT - S 89 DEG 47 MIN W 33 FT TO SW COR OF BERKLEY & EAST AVES, SD PT BEING TRUE POB - S 00 DEG 13 MIN E ALG E LI OF LOTS 41, 40, 39, & 38 DIST OF 1242.37 FT - S 89 DEG 54 MIN W 119.54 FT - N 00 DEG 06 MIN W ALG E LI OF LOTS 164 THRU 177 OF GARRISON HILLS SUB NO 3 DIST OF 1031.67 FT - N 26 DEG 16 IN W 179.79 FT - NELY ALG SLY LI OF BERKLEY AVE & ARC TO RT 204.04 FT (RAD 428.76 FT; CHORD BRG N 76 DEG 09 MIN E 202.12 FT) TO POB, CONT 3.54 AC M/L

Outpost Terrace – 30 Acres Eligible Property

V/L N East Ave Parcel ID: 52-0231-23-852-0 25.97 Acres
Battle Creek, MI 49017

Legal Description:

SUPRS PLAT OF IRVING PARK PART OF LOTS 42, 43 & 44: BEG NE COR OF SD LOT 44 AT PT 33 FT WLY OF NE COR OF SEC 31, T1S R8W – S 00° 13′ E ALG ELY LI OF SD LOTS 44 & 43 DIST OF 593.34 FT – S 89° 47′ W 240 FT – S 07° 47′ W 107.13 FT – SELY ALG ARC TO RT 23.3 FT (RAD 117.04; CHORD BRG S 38° 15′ 11″ E 23.26 FT) – S 32° 33′ E 74.87 FT – SELY ALG ARC TO RT 64.94 FT (RAD 383.56 FT; CHORD BRG S 27° 42′ W 64.86 FT) – S 22° 51′ E 25.6 FT TO NLY LI OF BERKLEY AVE AS SHOWN IN PLAT OF GARRISON HILLS SUB NO 3 – SWLY ALG SD NLY LI & ARC TO RT DIST OF 71.73 FT (RAD 494.75 FT; CHORD BRG S 66° 40′ 06″ W 71.67 FT) TO ELY MOST COR OF LOT 162 ACCORDING TO SD PLAT OF GARRISON HILLS SUB NO 3 – WLY ALG NLY LI OF SD PLAT AND PLAT OF GARRISON HILLS SUB NO 2 THE FOLLOWING COURSES: N 27° 29′ W 120 FT – S 62° 31′ W 230.11 FT – S 71° 34′ W 222.12 FT – S 89° 54′ W 591 FT – N 00° 06′ W ALG W LI OF SD LOTS 42, 43 & 44 DIST OF 983.60 FT TO NW COR OF SD LOT 44 – S 89° 14′ E ALG N LI OF SD LOT DIST OF 1287.40 FT TO POB, CONT 25.97 AC ((1983 THRU 2014, COMPRISED OF PARCELS #4330-00-090-0 & -139-0))

Eldred Corner Eligible Property

80 N 20th St Parcel ID: 52-0611-35-673-0 13.42 Acres
Battle Creek, MI 49015

Legal Description:

PART OF SW ¼ OF SW ¼ OF SEC 11, T2S R8W: BEG SW COR OF WIRTS FIRST ADD AT PT ALG W LI OF SD SEC DIST 1362.6 FT S OF W ¼ POST – N 89° 28′ 17″ E ALG S LI OF ELDRED ST AND ITS WLY EXT DIST OF 655.21 FT – S 00° 39′ 19″ E ALG W LI OF PLAT OF WIRTS ACRES DIST OF 631.32 FT TO SW COR OF SD PLAT – S 01° 21′ 11″ E 265.97 FT – N 89° 28′ 07″ W 659.16 FT – N 00° 37′ 05″ W ALG W LI OF SD SEC DIST OF 885.07 FT TO TRUE POB, CONT 13.42 AC, SUBJ TO HWY EASE OVER WLY 33 FT FOR 20TH ST ((2018, RETIRE #0061-00-140-0, SPLIT AND REPLACE WITH PARCELS #0611-35-673-0 & #0611-36-676-0))

Table 1

Eligible Activity Costs

Eligible Activities Table
Outpost Terrace East, Outpost Terrace 30 acres, and Eldred Corner
Battle Creek, Michigan
January 2026

MICHIGAN GROWTH ADVISORS

EGLE Eligible Activities Costs and Schedule				
EGLE Eligible Activities	**Outpost Terrace East**	**Outpost Terrace 30-Acres**	**Eldred Corner**	**Completion Season/Year**
Department Specific Activities Sub-Total	**$ -**	**$ -**	**$ 3,000**	
Environmental Site Assessments	$ -	$ -	$ 3,000	
EGLE Eligible Activities Sub-Total	**$ -**	**$ -**	**$ 3,000**	

MSDHA Housing Development Activities Costs and Schedule				
MSHDA Eligible Activities	**Cost**	**Cost**	**Cost**	**Completion Season/Year**
Demolition Sub-Total	**$ -**	**$ -**	**$ 133,833**	**Fall 2028**
Site Demolition	$ -	$ -	$ 133,833	
Infrastructure Sub-Total	**$ 692,205**	**$ 2,385,844**	**$ 1,191,034**	**Fall 2031**
Pipework, Roadwork, Sidewalks, ROW Earthwork	$ 371,405	$ 1,208,704	$ 572,380	
Gas Infrastructure	$ 20,000	$ 33,840	$ 34,000	
Street Lighting and Electric infrastructure	$ 5,000	$ 198,000	$ 32,564	
Sewer and Water Connections and Fees	$ 134,400	$ 214,500	$ 181,390	
Gas and Electric Service	$ 9,600	$ 39,600	$ 20,400	
Sidewalk	$ -	$ 39,600	$ 20,400	
Driveways and Approaches	$ 68,800	$ 283,800	$ 163,200	
Landscaping	$ -	$ 55,000	$ 8,000	
Street Trees	$ -	$ 19,800	$ 18,700	
Engineering and design of the above	$ 83,000	$ 293,000	$ 140,000	
Site Preparation Sub-Total	**$ 235,670**	**$ 1,068,470**	**$ 330,133**	**Fall 2031**
Site Clearing	$ 22,750	$ 104,000	$ 10,500	
Soil Erosion Control	$ 72,000	$ 78,250	$ 58,253	
Stripping and Excavation	$ 26,720	$ 110,220	$ 56,780	
Fill	$ 32,000	$ 132,000	$ 68,000	
Grading	$ 60,400	$ 554,900	$ 94,100	
Backfill and Land Balancing	$ 20,000	$ 82,500	$ 42,500	
Temporary Drives	$ 1,800	$ 6,600		
Affordable Housing Financing Gap	**$ 1,460,520**	**$ 5,842,080**	**$ 3,651,300**	
Brownfield Plan/Act 381 Work Plan	**$ 10,000**	**$ 10,000**	**$ 10,000**	**Winter 2026**
Brownfield Plan Implementation	**$ 16,666**	**$ 16,668**	**$ 16,666**	
MSHDA Eligible Activities Sub-Total	**$ 2,415,061**	**$ 9,323,062**	**$ 5,332,966**	
Contingency (15%)	**$ 139,181**	**$ 518,147**	**$ 165,500**	
Interest	**$ 857,431**	**$ 3,274,247**	**$ 1,580,994**	
Total Brownfield Eligible Activities	**$ 3,411,673**	**$ 13,115,456**	**$ 7,082,460**	

Table 2

Tax Capture Schedule

MICHIGAN GROWTH ADVISORS

Tax Increment Financing Capture Estimates
Outpost Terrace East
Battle Creek, Michigan
January 2026

Estimated Taxable Value (TV) Increase Rate:	2.00%																			
Plan Year	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**
Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
*Base Taxable Value	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506
Estimated New TV	$ 1,211,506	$ 2,459,736	$ 2,508,931	$ 2,559,109	$ 2,610,292	$ 2,662,497	$ 2,715,747	$ 2,770,062	$ 2,825,464	$ 2,881,973	$ 2,939,612	$ 2,998,405	$ 3,058,373	$ 3,119,540	$ 3,181,931	$ 3,245,570	$ 3,310,481	$ 3,376,691
Incremental Difference (New TV - Base TV)	**$ 1,200,000**	**$ 2,448,230**	**$ 2,497,425**	**$ 2,547,603**	**$ 2,598,786**	**$ 2,650,991**	**$ 2,704,241**	**$ 2,758,556**	**$ 2,813,958**	**$ 2,870,467**	**$ 2,928,106**	**$ 2,986,899**	**$ 3,046,867**	**$ 3,108,034**	**$ 3,170,425**	**$ 3,234,064**	**$ 3,298,975**	**$ 3,365,185**

School Capture	Millage Rate																		
State Education Tax (SET)	6.0000	$ 7,200	$ 14,689	$ 14,985	$ 15,286	$ 15,593	$ 15,906	$ 16,225	$ 16,551	$ 16,884	$ 17,223	$ 17,569	$ 17,921	$ 18,281	$ 18,648	$ 19,023	$ 19,404	$ 19,794	$ 20,191
School Operating Tax	18.0000	$ 16,200	$ 16,526	$ 16,858	$ 17,196	$ 17,542	$ 17,894	$ 18,254	$ 18,620	$ 18,994	$ 19,376	$ 19,765	$ 20,162	$ 20,566	$ 20,979	$ 21,400	$ 21,830	$ 22,268	$ 22,715
School Total	**24.0000**	**$ 23,400**	**$ 31,215**	**$ 31,842**	**$ 32,482**	**$ 33,135**	**$ 33,800**	**$ 34,479**	**$ 35,172**	**$ 35,878**	**$ 36,598**	**$ 37,333**	**$ 38,083**	**$ 38,848**	**$ 39,627**	**$ 40,423**	**$ 41,234**	**$ 42,062**	**$ 42,906**

Local Capture	Millage Rate																		
Cal Co Seniors	0.7439	$ 893	$ 1,821	$ 1,858	$ 1,895	$ 1,933	$ 1,972	$ 2,012	$ 2,052	$ 2,093	$ 2,135	$ 2,178	$ 2,222	$ 2,267	$ 2,312	$ 2,358	$ 2,406	$ 2,454	$ 2,503
Cal Co Med Care	0.2481	$ 298	$ 607	$ 620	$ 632	$ 645	$ 658	$ 671	$ 684	$ 698	$ 712	$ 726	$ 741	$ 756	$ 771	$ 787	$ 802	$ 818	$ 835
Cal Co Veterans	0.0999	$ 120	$ 245	$ 249	$ 255	$ 260	$ 265	$ 270	$ 276	$ 281	$ 287	$ 293	$ 298	$ 304	$ 310	$ 317	$ 323	$ 330	$ 336
Cal Co Parks	0.2000	$ 240	$ 490	$ 499	$ 510	$ 520	$ 530	$ 541	$ 552	$ 563	$ 574	$ 586	$ 597	$ 609	$ 622	$ 634	$ 647	$ 660	$ 673
CDA 911	0.9799	$ 1,176	$ 2,399	$ 2,447	$ 2,496	$ 2,547	$ 2,598	$ 2,650	$ 2,703	$ 2,757	$ 2,813	$ 2,869	$ 2,927	$ 2,986	$ 3,046	$ 3,107	$ 3,169	$ 3,233	$ 3,298
TACC	2.6600	$ 3,192	$ 6,512	$ 6,643	$ 6,777	$ 6,913	$ 7,052	$ 7,193	$ 7,338	$ 7,485	$ 7,635	$ 7,789	$ 7,945	$ 8,105	$ 8,267	$ 8,433	$ 8,603	$ 8,775	$ 8,951
Calhoun ISD	6.1919	$ 7,430	$ 15,159	$ 15,464	$ 15,775	$ 16,091	$ 16,415	$ 16,744	$ 17,081	$ 17,424	$ 17,774	$ 18,131	$ 18,495	$ 18,866	$ 19,245	$ 19,631	$ 20,025	$ 20,427	$ 20,837
Kellogg CC	3.6109	$ 4,333	$ 8,840	$ 9,018	$ 9,199	$ 9,384	$ 9,572	$ 9,765	$ 9,961	$ 10,161	$ 10,365	$ 10,573	$ 10,785	$ 11,002	$ 11,223	$ 11,448	$ 11,678	$ 11,912	$ 12,151
BC SCH BLDG Fund	1.9992	$ 2,399	$ 4,895	$ 4,993	$ 5,093	$ 5,195	$ 5,300	$ 5,406	$ 5,515	$ 5,626	$ 5,739	$ 5,854	$ 5,971	$ 6,091	$ 6,214	$ 6,338	$ 6,466	$ 6,595	$ 6,728
City Operating	8.4870	$ 10,184	$ 20,778	$ 21,196	$ 21,622	$ 22,056	$ 22,499	$ 22,951	$ 23,412	$ 23,882	$ 24,362	$ 24,851	$ 25,350	$ 25,859	$ 26,378	$ 26,907	$ 27,447	$ 27,998	$ 28,560
City St Maint	1.1260	$ 1,351	$ 2,757	$ 2,812	$ 2,869	$ 2,926	$ 2,985	$ 3,045	$ 3,106	$ 3,169	$ 3,232	$ 3,297	$ 3,363	$ 3,431	$ 3,500	$ 3,570	$ 3,642	$ 3,715	$ 3,789
Pol/Fire Pension	5.5830	$ 6,700	$ 13,668	$ 13,943	$ 14,223	$ 14,509	$ 14,800	$ 15,098	$ 15,401	$ 15,710	$ 16,026	$ 16,348	$ 16,676	$ 17,011	$ 17,352	$ 17,700	$ 18,056	$ 18,418	$ 18,788
Cal Co Operating	5.3692	$ 6,443	$ 13,145	$ 13,409	$ 13,679	$ 13,953	$ 14,234	$ 14,520	$ 14,811	$ 15,109	$ 15,412	$ 15,722	$ 16,037	$ 16,359	$ 16,688	$ 17,023	$ 17,364	$ 17,713	$ 18,068
Willard Library	1.9958	$ 2,395	$ 4,886	$ 4,984	$ 5,085	$ 5,187	$ 5,291	$ 5,397	$ 5,506	$ 5,616	$ 5,729	$ 5,844	$ 5,961	$ 6,081	$ 6,203	$ 6,328	$ 6,455	$ 6,584	$ 6,716
Local Total	**39.2948**	**$ 47,154**	**$ 96,203**	**$ 98,136**	**$ 100,108**	**$ 102,119**	**$ 104,170**	**$ 106,263**	**$ 108,397**	**$ 110,574**	**$ 112,794**	**$ 115,059**	**$ 117,370**	**$ 119,726**	**$ 122,130**	**$ 124,581**	**$ 127,082**	**$ 129,633**	**$ 132,234**

Non-Capturable Millages	Millage Rate																		
BC School Debt	5.5000	$ 6,600	$ 13,465	$ 13,736	$ 14,012	$ 14,293	$ 14,580	$ 14,873	$ 15,172	$ 15,477	$ 15,788	$ 16,105	$ 16,428	$ 16,758	$ 17,094	$ 17,437	$ 17,787	$ 18,144	$ 18,509
Total Non-Capturable Taxes	**5.5000**	**$ 6,600**	**$ 13,465**	**$ 13,736**	**$ 14,012**	**$ 14,293**	**$ 14,580**	**$ 14,873**	**$ 15,172**	**$ 15,477**	**$ 15,788**	**$ 16,105**	**$ 16,428**	**$ 16,758**	**$ 17,094**	**$ 17,437**	**$ 17,787**	**$ 18,144**	**$ 18,509**
	68.7948																		
	68.7948																		
Total Tax Increment Revenue (TIR) Available for Capture		$ 70,554	$ 127,418	$ 129,978	$ 132,590	$ 135,253	$ 137,970	$ 140,742	$ 143,569	$ 146,452	$ 149,393	$ 152,393	$ 155,453	$ 158,574	$ 161,757	$ 165,004	$ 168,316	$ 171,694	$ 175,140

Footnotes:

Total Units	16
Average Home taxable Value	$ 150,000
Homestead Proportion (Stabilized)	63%

It is assumed that the rental units will be constructed first, and it is assumed that all for-sale units will be subject to a homestead exemption. School Operating Tax Capture is proportionately reduced based on the number of for-sale units per year. To the extent for-sale homes are not eligible for a homestead exemption, capture is expected to increase.

New Units Constructed	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0
16	8	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Rental Units Constructed	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Rental Proportion	75%	38%	38%	38%	38%	38%	38%	38%	38%	38%	38%	38%	38%	38%	38%

MICHIGAN GROWTH ADVISORS

Tax Increment Financing Capture Estimates
Outpost Terrace East
Battle Creek, Michigan
January 2026

Estimated Taxable Value (TV) Increase Rate:

Plan Year	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
Calendar Year	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	
*Base Taxable Value	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ -
Estimated New TV	$ 3,444,224	$ 3,513,109	$ 3,583,371	$ 3,655,038	$ 3,728,139	$ 3,802,702	$ 3,878,756	$ 3,956,331	$ 4,035,458	$ 4,116,167	$ 4,198,490	$ 4,282,460	$ -
Incremental Difference (New TV - Base TV)	**$ 3,432,718**	**$ 3,501,603**	**$ 3,571,865**	**$ 3,643,532**	**$ 3,716,633**	**$ 3,791,196**	**$ 3,867,250**	**$ 3,944,825**	**$ 4,023,952**	**$ 4,104,661**	**$ 4,186,984**	**$ 4,270,954**	$ -
School Capture	Millage Rate												
State Education Tax (SET)	6.0000	$ 20,596	$ 21,010	$ 21,431	$ 21,861	$ 22,300	$ 22,747	$ 23,204					$ 454,522
School Operating Tax	18.0000	$ 23,171	$ 23,636	$ 24,110	$ 24,594	$ 25,087	$ 25,591	$ 26,104					$ 519,437
School Total	**24.0000**	**$ 43,767**	**$ 44,645**	**$ 45,541**	**$ 46,455**	**$ 47,387**	**$ 48,338**	**$ 49,307**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 973,959**
Local Capture	Millage Rate												
Cal Co Seniors	0.7439	$ 2,554	$ 2,605	$ 2,657	$ 2,710	$ 2,765	$ 2,820	$ 2,877	$ 2,935	$ 2,993	$ 3,053	$ 3,115	$ 3,177	$ 71,626
Cal Co Med Care	0.2481	$ 852	$ 869	$ 886	$ 904	$ 922	$ 941	$ 959	$ 979	$ 998	$ 1,018	$ 1,039	$ 1,060	$ 23,888
Cal Co Veterans	0.0999	$ 343	$ 350	$ 357	$ 364	$ 371	$ 379	$ 386	$ 394	$ 402	$ 410	$ 418	$ 427	$ 9,619
Cal Co Parks	0.2000	$ 687	$ 700	$ 714	$ 729	$ 743	$ 758	$ 773	$ 789	$ 805	$ 821	$ 837	$ 854	$ 19,257
CDA 911	0.9799	$ 3,364	$ 3,431	$ 3,500	$ 3,570	$ 3,642	$ 3,715	$ 3,790	$ 3,866	$ 3,943	$ 4,022	$ 4,103	$ 4,185	$ 94,350
TACC	2.6600	$ 9,131	$ 9,314	$ 9,501	$ 9,692	$ 9,886	$ 10,085	$ 10,287	$ 10,493	$ 10,704	$ 10,918	$ 11,137	$ 11,361	$ 256,118
Calhoun ISD	6.1919	$ 21,255	$ 21,682	$ 22,117	$ 22,560	$ 23,013	$ 23,475	$ 23,946	$ 24,426	$ 24,916	$ 25,416	$ 25,925	$ 26,445	$ 596,187
Kellogg CC	3.6109	$ 12,395	$ 12,644	$ 12,898	$ 13,156	$ 13,420	$ 13,690	$ 13,964	$ 14,244	$ 14,530	$ 14,822	$ 15,119	$ 15,422	$ 347,675
BC SCH BLDG Fund	1.9992	$ 6,863	$ 7,000	$ 7,141	$ 7,284	$ 7,430	$ 7,579	$ 7,731	$ 7,886	$ 8,045	$ 8,206	$ 8,371	$ 8,538	$ 192,493
City Operating	8.4870	$ 29,133	$ 29,718	$ 30,314	$ 30,923	$ 31,543	$ 32,176	$ 32,821	$ 33,480	$ 34,151	$ 34,836	$ 35,535	$ 36,248	$ 817,171
City St Maint	1.1260	$ 3,865	$ 3,943	$ 4,022	$ 4,103	$ 4,185	$ 4,269	$ 4,355	$ 4,442	$ 4,531	$ 4,622	$ 4,715	$ 4,809	$ 108,417
Pol/Fire Pension	5.5830	$ 19,165	$ 19,549	$ 19,942	$ 20,342	$ 20,750	$ 21,166	$ 21,591	$ 22,024	$ 22,466	$ 22,916	$ 23,376	$ 23,845	$ 537,559
Cal Co Operating	5.3692	$ 18,431	$ 18,801	$ 19,178	$ 19,563	$ 19,955	$ 20,356	$ 20,764	$ 21,181	$ 21,605	$ 22,039	$ 22,481	$ 22,932	$ 516,973
Willard Library	1.9958	$ 6,851	$ 6,988	$ 7,129	$ 7,272	$ 7,418	$ 7,566	$ 7,718	$ 7,873	$ 8,031	$ 8,192	$ 8,356	$ 8,524	$ 192,166
Local Total	**39.2948**	**$ 134,888**	**$ 137,595**	**$ 140,356**	**$ 143,172**	**$ 146,044**	**$ 148,974**	**$ 151,963**	**$ 155,011**	**$ 158,120**	**$ 161,292**	**$ 164,527**	**$ 167,826**	**$ 3,783,499**
Non-Capturable Millages	Millage Rate												
BC School Debt	5.5000	$ 18,880	$ 19,259	$ 19,645	$ 20,039	$ 20,441	$ 20,852	$ 21,270	$ 21,697	$ 22,132	$ 22,576	$ 23,028	$ 23,490	$ 529,567
Total Non-Capturable Taxes	**5.5000**	**$ 18,880**	**$ 19,259**	**$ 19,645**	**$ 20,039**	**$ 20,441**	**$ 20,852**	**$ 21,270**	**$ 21,697**	**$ 22,132**	**$ 22,576**	**$ 23,028**	**$ 23,490**	**$ 529,567**
	68.7948													
	68.7948													
Total Tax Increment Revenue (TIR) Available for Capture		$ 178,655	$ 182,240	$ 185,897	$ 189,627	$ 193,431	$ 197,312	$ 201,270	$ 155,011	$ 158,120	$ 161,292	$ 164,527	$ 167,826	**$ 4,757,458**

Footnotes:

Total Units	16
Average Home taxable Value	$ 150,000
Homestead Proportion (Stabilized)	63%

It is assumed that the rental units will be constructed first, and it is assumed homestead exemption. School Operating Tax Capture is proportionately red per year. To the extent for-sale homes are not eligible for a homestead exen

New Units Constructed
16
Rental Units Constructed
6
Rental Proportion

MICHIGAN GROWTH ADVISORS

Tax Increment Financing Capture Schedule
Outpost Terrace North
Battle Creek, Michigan
January 2026

Estimated Taxable Value (TV) Increase Rate: 2.00%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
*Base Taxable Value	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204
Estimated New TV	$ 1,706,204	$ 3,423,328	$ 5,208,455	$ 7,063,617	$ 8,990,902	$ 10,992,454	$ 11,212,303	$ 11,436,549	$ 11,665,280	$ 11,898,585	$ 12,136,557	$ 12,379,288	$ 12,626,874	$ 12,879,412	$ 13,137,000	$ 13,399,740	$ 13,667,735	$ 13,941,089
Incremental Difference (New TV - Base TV)	**$ 1,650,000**	**$ 3,367,124**	**$ 5,152,251**	**$ 7,007,413**	**$ 8,934,698**	**$ 10,936,250**	**$ 11,156,099**	**$ 11,380,345**	**$ 11,609,076**	**$ 11,842,381**	**$ 12,080,353**	**$ 12,323,084**	**$ 12,570,670**	**$ 12,823,208**	**$ 13,080,796**	**$ 13,343,536**	**$ 13,611,531**	**$ 13,884,885**

School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ 9,900	$ 20,203	$ 30,914	$ 42,044	$ 53,608	$ 65,617	$ 66,937	$ 68,282	$ 69,654	$ 71,054	$ 72,482	$ 73,939	$ 75,424	$ 76,939	$ 78,485	$ 80,061	$ 81,669	$ 83,309
School Operating Tax	18.0000	$ 29,700	$ 60,608	$ 67,448	$ 68,800	$ 70,178	$ 71,583	$ 73,022	$ 74,490	$ 75,987	$ 77,514	$ 79,071	$ 80,660	$ 82,281	$ 83,934	$ 85,620	$ 87,340	$ 89,094	$ 90,883
School Total	**24.0000**	**$ 39,600**	**$ 80,811**	**$ 98,361**	**$ 110,845**	**$ 123,786**	**$ 137,200**	**$ 139,958**	**$ 142,772**	**$ 145,641**	**$ 148,568**	**$ 151,554**	**$ 154,599**	**$ 157,705**	**$ 160,873**	**$ 164,105**	**$ 167,401**	**$ 170,763**	**$ 174,192**

Local Capture	Millage Rate																	
Cal Co Seniors	0.7439	$ 1,227	$ 2,505	$ 3,833	$ 5,213	$ 6,647	$ 8,135	$ 8,299	$ 8,466	$ 8,636	$ 8,810	$ 8,987	$ 9,167	$ 9,351	$ 9,539	$ 9,731	$ 9,926	$ 10,126	$ 10,329
Cal Co Med Care	0.2481	$ 409	$ 835	$ 1,278	$ 1,739	$ 2,217	$ 2,713	$ 2,768	$ 2,823	$ 2,880	$ 2,938	$ 2,997	$ 3,057	$ 3,119	$ 3,181	$ 3,245	$ 3,311	$ 3,377	$ 3,445
Cal Co Veterans	0.0999	$ 165	$ 336	$ 515	$ 700	$ 893	$ 1,093	$ 1,114	$ 1,137	$ 1,160	$ 1,183	$ 1,207	$ 1,231	$ 1,256	$ 1,281	$ 1,307	$ 1,333	$ 1,360	$ 1,387
Cal Co Parks	0.2000	$ 330	$ 673	$ 1,030	$ 1,401	$ 1,787	$ 2,187	$ 2,231	$ 2,276	$ 2,322	$ 2,368	$ 2,416	$ 2,465	$ 2,514	$ 2,565	$ 2,616	$ 2,669	$ 2,722	$ 2,777
CDA 911	0.9799	$ 1,617	$ 3,299	$ 5,049	$ 6,867	$ 8,755	$ 10,716	$ 10,932	$ 11,152	$ 11,376	$ 11,604	$ 11,838	$ 12,075	$ 12,318	$ 12,565	$ 12,818	$ 13,075	$ 13,338	$ 13,606
TACC	2.6600	$ 4,389	$ 8,957	$ 13,705	$ 18,640	$ 23,766	$ 29,090	$ 29,675	$ 30,272	$ 30,880	$ 31,501	$ 32,134	$ 32,779	$ 33,438	$ 34,110	$ 34,795	$ 35,494	$ 36,207	$ 36,934
Calhoun ISD	6.1919	$ 10,217	$ 20,849	$ 31,902	$ 43,389	$ 55,323	$ 67,716	$ 69,077	$ 70,466	$ 71,882	$ 73,327	$ 74,800	$ 76,303	$ 77,836	$ 79,400	$ 80,995	$ 82,622	$ 84,281	$ 85,974
Kellogg CC	3.6109	$ 5,958	$ 12,158	$ 18,604	$ 25,303	$ 32,262	$ 39,490	$ 40,284	$ 41,093	$ 41,919	$ 42,762	$ 43,621	$ 44,497	$ 45,391	$ 46,303	$ 47,233	$ 48,182	$ 49,150	$ 50,137
BC SCH BLDG Fund	1.9992	$ 3,299	$ 6,732	$ 10,300	$ 14,009	$ 17,862	$ 21,864	$ 22,303	$ 22,752	$ 23,209	$ 23,675	$ 24,151	$ 24,636	$ 25,131	$ 25,636	$ 26,151	$ 26,676	$ 27,212	$ 27,759
City Operating	8.4870	$ 14,004	$ 28,577	$ 43,727	$ 59,472	$ 75,829	$ 92,816	$ 94,682	$ 96,585	$ 98,526	$ 100,506	$ 102,526	$ 104,586	$ 106,687	$ 108,831	$ 111,017	$ 113,247	$ 115,521	$ 117,841
City St Maint	1.1260	$ 1,858	$ 3,791	$ 5,801	$ 7,890	$ 10,060	$ 12,314	$ 12,562	$ 12,814	$ 13,072	$ 13,335	$ 13,602	$ 13,876	$ 14,155	$ 14,439	$ 14,729	$ 15,025	$ 15,327	$ 15,634
Pol/Fire Pension	5.5830	$ 9,212	$ 18,799	$ 28,765	$ 39,122	$ 49,882	$ 61,057	$ 62,284	$ 63,536	$ 64,813	$ 66,116	$ 67,445	$ 68,800	$ 70,182	$ 71,592	$ 73,030	$ 74,497	$ 75,993	$ 77,519
Cal Co Operating	5.3692	$ 8,859	$ 18,079	$ 27,663	$ 37,624	$ 47,972	$ 58,719	$ 59,899	$ 61,103	$ 62,331	$ 63,584	$ 64,862	$ 66,165	$ 67,494	$ 68,850	$ 70,233	$ 71,644	$ 73,083	$ 74,551
Willard Library	1.9958	$ 3,293	$ 6,720	$ 10,283	$ 13,985	$ 17,832	$ 21,827	$ 22,265	$ 22,713	$ 23,169	$ 23,635	$ 24,110	$ 24,594	$ 25,089	$ 25,593	$ 26,107	$ 26,631	$ 27,166	$ 27,711
Local Total	**39.2948**	**$ 64,836**	**$ 132,310**	**$ 202,457**	**$ 275,355**	**$ 351,087**	**$ 429,738**	**$ 438,377**	**$ 447,188**	**$ 456,176**	**$ 465,344**	**$ 474,695**	**$ 484,233**	**$ 493,962**	**$ 503,885**	**$ 514,007**	**$ 524,332**	**$ 534,862**	**$ 545,604**

Non-Capturable Millages	Millage Rate																	
BC School Debt	5.5000	$ 9,075	$ 18,519	$ 28,337	$ 38,541	$ 49,141	$ 60,149	$ 61,359	$ 62,592	$ 63,850	$ 65,133	$ 66,442	$ 67,777	$ 69,139	$ 70,528	$ 71,944	$ 73,389	$ 74,863	$ 76,367
Total Non-Capturable Taxes	**5.5000**	**$ 9,075**	**$ 18,519**	**$ 28,337**	**$ 38,541**	**$ 49,141**	**$ 60,149**	**$ 61,359**	**$ 62,592**	**$ 63,850**	**$ 65,133**	**$ 66,442**	**$ 67,777**	**$ 69,139**	**$ 70,528**	**$ 71,944**	**$ 73,389**	**$ 74,863**	**$ 76,367**
	68.7948																	
	68.7948																	
Total Tax Increment Revenue (TIR) Available for Capture		$ 104,436	$ 213,121	$ 300,818	$ 386,199	$ 474,873	$ 566,938	$ 578,335	$ 589,960	$ 601,817	$ 613,912	$ 626,249	$ 638,832	$ 651,667	$ 664,758	$ 678,112	$ 691,732	$ 705,625	$ 719,796

Footnotes:

Total Units	66
Average Home taxable Value	$ 150,000
Homestead Percentage (Stabilized)	64%

It is assumed that the rental units will be constructed first, and it is assumed that all for-sale units will be subject to a homestead exemption. School Operating Tax Capture is proportionately reduced based on the number of for-sale units per year. To the extent for-sale homes are not eligible for a homestead exemption, capture is expected to increase.

New Units Constructed	11	11	11	11	11	11	0	0	0	0	0	0	0	0	
66	11	22	33	44	55	66	66	66	66	66	66	66	66	66	
Rental Units Constructed	11	11	2	0	0	0	0	0	0	0	0	0	0	0	
24	11	22	24	24	24	24	24	24	24	24	24	24	24	24	
Rental Proportion	100%	100%	73%	55%	44%	36%	36%	36%	36%	36%	36%	36%	36%	36%	

MICHIGAN GROWTH ADVISORS

Tax Increment Financing Capture Schedule
Outpost Terrace North
Battle Creek, Michigan
January 2026

Estimated Taxable Value (TV) Increase Rate:

Plan Year	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
Calendar Year	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	
*Base Taxable Value	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ -
Estimated New TV	$ 14,219,911	$ 14,504,309	$ 14,794,395	$ 15,090,283	$ 15,392,089	$ 15,699,931	$ 16,013,929	$ 16,334,208	$ 16,660,892	$ 16,994,110	$ 17,333,992	$ 17,680,672	$ -
Incremental Difference (New TV - Base TV)	**$ 14,163,707**	**$ 14,448,105**	**$ 14,738,191**	**$ 15,034,079**	**$ 15,335,885**	**$ 15,643,727**	**$ 15,957,725**	**$ 16,278,004**	**$ 16,604,688**	**$ 16,937,906**	**$ 17,277,788**	**$ 17,624,468**	$ -
School Capture	Millage Rate												
State Education Tax (SET)	6.0000	$ 84,982	$ 86,689	$ 88,429	$ 90,204	$ 92,015	$ 93,862	$ 95,746					$ 1,752,451
School Operating Tax	18.0000	$ 92,708	$ 94,569	$ 96,468	$ 98,405	$ 100,380	$ 102,395	$ 104,451					$ 2,037,587
School Total	**24.0000**	**$ 177,690**	**$ 181,258**	**$ 184,897**	**$ 188,609**	**$ 192,396**	**$ 196,258**	**$ 200,197**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,790,038**
Local Capture	Millage Rate												
Cal Co Seniors	0.7439	$ 10,536	$ 10,748	$ 10,964	$ 11,184	$ 11,408	$ 11,637	$ 11,871	$ 12,109	$ 12,352	$ 12,600	$ 12,853	$ 13,111	$ 280,300
Cal Co Med Care	0.2481	$ 3,514	$ 3,585	$ 3,657	$ 3,730	$ 3,805	$ 3,881	$ 3,959	$ 4,039	$ 4,120	$ 4,202	$ 4,287	$ 4,373	$ 93,484
Cal Co Veterans	0.0999	$ 1,415	$ 1,443	$ 1,472	$ 1,502	$ 1,532	$ 1,563	$ 1,594	$ 1,626	$ 1,659	$ 1,692	$ 1,726	$ 1,761	$ 37,642
Cal Co Parks	0.2000	$ 2,833	$ 2,890	$ 2,948	$ 3,007	$ 3,067	$ 3,129	$ 3,192	$ 3,256	$ 3,321	$ 3,388	$ 3,456	$ 3,525	$ 75,360
CDA 911	0.9799	$ 13,879	$ 14,158	$ 14,442	$ 14,732	$ 15,028	$ 15,329	$ 15,637	$ 15,951	$ 16,271	$ 16,597	$ 16,931	$ 17,270	$ 369,224
TACC	2.6600	$ 37,675	$ 38,432	$ 39,204	$ 39,991	$ 40,793	$ 41,612	$ 42,448	$ 43,299	$ 44,168	$ 45,055	$ 45,959	$ 46,881	$ 1,002,283
Calhoun ISD	6.1919	$ 87,700	$ 89,461	$ 91,257	$ 93,090	$ 94,958	$ 96,864	$ 98,809	$ 100,792	$ 102,815	$ 104,878	$ 106,982	$ 109,129	$ 2,333,095
Kellogg CC	3.6109	$ 51,144	$ 52,171	$ 53,218	$ 54,287	$ 55,376	$ 56,488	$ 57,622	$ 58,778	$ 59,958	$ 61,161	$ 62,388	$ 63,640	$ 1,360,580
BC SCH BLDG Fund	1.9992	$ 28,316	$ 28,885	$ 29,465	$ 30,056	$ 30,660	$ 31,275	$ 31,903	$ 32,543	$ 33,196	$ 33,862	$ 34,542	$ 35,235	$ 753,295
City Operating	8.4870	$ 120,207	$ 122,621	$ 125,083	$ 127,594	$ 130,156	$ 132,768	$ 135,433	$ 138,151	$ 140,924	$ 143,752	$ 146,637	$ 149,579	$ 3,197,884
City St Maint	1.1260	$ 15,948	$ 16,269	$ 16,595	$ 16,928	$ 17,268	$ 17,615	$ 17,968	$ 18,329	$ 18,697	$ 19,072	$ 19,455	$ 19,845	$ 424,275
Pol/Fire Pension	5.5830	$ 79,076	$ 80,664	$ 82,283	$ 83,935	$ 85,620	$ 87,339	$ 89,092	$ 90,880	$ 92,704	$ 94,564	$ 96,462	$ 98,397	$ 2,103,663
Cal Co Operating	5.3692	$ 76,048	$ 77,575	$ 79,132	$ 80,721	$ 82,341	$ 83,994	$ 85,680	$ 87,400	$ 89,154	$ 90,943	$ 92,768	$ 94,629	$ 2,023,104
Willard Library	1.9958	$ 28,268	$ 28,836	$ 29,414	$ 30,005	$ 30,607	$ 31,222	$ 31,848	$ 32,488	$ 33,140	$ 33,805	$ 34,483	$ 35,175	$ 752,013
Local Total	**39.2948**	**$ 556,560**	**$ 567,735**	**$ 579,134**	**$ 590,761**	**$ 602,621**	**$ 614,717**	**$ 627,056**	**$ 639,641**	**$ 652,478**	**$ 665,572**	**$ 678,927**	**$ 692,550**	**$ 14,806,201**
Non-Capturable Millages	Millage Rate												
BC School Debt	5.5000	$ 77,900	$ 79,465	$ 81,060	$ 82,687	$ 84,347	$ 86,040	$ 87,767	$ 89,529	$ 91,326	$ 93,158	$ 95,028	$ 96,935	$ 2,072,389
Total Non-Capturable Taxes	**5.5000**	**$ 77,900**	**$ 79,465**	**$ 81,060**	**$ 82,687**	**$ 84,347**	**$ 86,040**	**$ 87,767**	**$ 89,529**	**$ 91,326**	**$ 93,158**	**$ 95,028**	**$ 96,935**	**$ 2,072,389**
	68.7948													
	68.7948													
Total Tax Increment Revenue (TIR) Available for Capture		$ 734,250	$ 748,993	$ 764,032	$ 779,370	$ 795,016	$ 810,975	$ 827,253	$ 639,641	$ 652,478	$ 665,572	$ 678,927	$ 692,550	**$ 18,596,238**

Footnotes:

Total Units	66
Average Home taxable Value	$ 150,000
Homestead Percentage (Stabilized)	64%

It is assumed that the rental units will be constructed first, and it is assumed homestead exemption. School Operating Tax Capture is proportionately red per year. To the extent for-sale homes are not eligible for a homestead exen

New Units Constructed	**66**
Rental Units Constructed	**24**
Rental Proportion	

MICHIGAN GROWTH ADVISORS

Tax Increment Financing Capture Estimates
Eldred Corner
Battle Creek, Michigan
January 2026

Estimated Taxable Value (TV) Increase Rate: 2.00%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
*Base Taxable Value	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688
Estimated New TV	$ 1,941,688	$ 3,663,522	$ 5,453,452	$ 5,562,521	$ 5,673,772	$ 5,787,247	$ 5,902,992	$ 6,021,052	$ 6,141,473	$ 6,264,302	$ 6,389,588	$ 6,517,380	$ 6,647,728	$ 6,780,682	$ 6,916,296	$ 7,054,622	$ 7,195,714	$ 7,339,629
Incremental Difference (New TV - Base TV)	**$ 1,800,000**	**$ 3,521,834**	**$ 5,311,764**	**$ 5,420,833**	**$ 5,532,084**	**$ 5,645,559**	**$ 5,761,304**	**$ 5,879,364**	**$ 5,999,785**	**$ 6,122,614**	**$ 6,247,900**	**$ 6,375,692**	**$ 6,506,040**	**$ 6,638,994**	**$ 6,774,608**	**$ 6,912,934**	**$ 7,054,026**	**$ 7,197,941**

School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ 10,800	$ 21,131	$ 31,871	$ 32,525	$ 33,193	$ 33,873	$ 34,568	$ 35,276	$ 35,999	$ 36,736	$ 37,487	$ 38,254	$ 39,036	$ 39,834	$ 40,648	$ 41,478	$ 42,324	$ 43,188
School Operating Tax	18.0000	$ 32,400	$ 41,343	$ 42,182	$ 43,048	$ 43,931	$ 44,832	$ 45,752	$ 46,689	$ 47,645	$ 48,621	$ 49,616	$ 50,630	$ 51,666	$ 52,721	$ 53,798	$ 54,897	$ 56,017	$ 57,160
School Total	**24.0000**	**$ 43,200**	**$ 62,474**	**$ 74,052**	**$ 75,573**	**$ 77,124**	**$ 78,706**	**$ 80,319**	**$ 81,965**	**$ 83,644**	**$ 85,356**	**$ 87,103**	**$ 88,885**	**$ 90,702**	**$ 92,555**	**$ 94,446**	**$ 96,374**	**$ 98,341**	**$ 100,348**

Local Capture	Millage Rate																	
Cal Co Seniors	0.7439	$ 1,339	$ 2,620	$ 3,951	$ 4,033	$ 4,115	$ 4,200	$ 4,286	$ 4,374	$ 4,463	$ 4,555	$ 4,648	$ 4,743	$ 4,840	$ 4,939	$ 5,040	$ 5,143	$ 5,247	$ 5,355
Cal Co Med Care	0.2481	$ 447	$ 874	$ 1,318	$ 1,345	$ 1,373	$ 1,401	$ 1,429	$ 1,459	$ 1,489	$ 1,519	$ 1,550	$ 1,582	$ 1,614	$ 1,647	$ 1,681	$ 1,715	$ 1,750	$ 1,786
Cal Co Veterans	0.0999	$ 180	$ 352	$ 531	$ 542	$ 553	$ 564	$ 576	$ 587	$ 599	$ 612	$ 624	$ 637	$ 650	$ 663	$ 677	$ 691	$ 705	$ 719
Cal Co Parks	0.2000	$ 360	$ 704	$ 1,062	$ 1,084	$ 1,106	$ 1,129	$ 1,152	$ 1,176	$ 1,200	$ 1,225	$ 1,250	$ 1,275	$ 1,301	$ 1,328	$ 1,355	$ 1,383	$ 1,411	$ 1,440
CDA 911	0.9799	$ 1,764	$ 3,451	$ 5,205	$ 5,312	$ 5,421	$ 5,532	$ 5,646	$ 5,761	$ 5,879	$ 6,000	$ 6,122	$ 6,248	$ 6,375	$ 6,506	$ 6,638	$ 6,774	$ 6,912	$ 7,053
TACC	2.6600	$ 4,788	$ 9,368	$ 14,129	$ 14,419	$ 14,715	$ 15,017	$ 15,325	$ 15,639	$ 15,959	$ 16,286	$ 16,619	$ 16,959	$ 17,306	$ 17,660	$ 18,020	$ 18,388	$ 18,764	$ 19,147
Calhoun ISD	6.1919	$ 11,145	$ 21,807	$ 32,890	$ 33,565	$ 34,254	$ 34,957	$ 35,673	$ 36,404	$ 37,150	$ 37,911	$ 38,686	$ 39,478	$ 40,285	$ 41,108	$ 41,948	$ 42,804	$ 43,678	$ 44,569
Kellogg CC	3.6109	$ 6,500	$ 12,717	$ 19,180	$ 19,574	$ 19,976	$ 20,386	$ 20,803	$ 21,230	$ 21,665	$ 22,108	$ 22,561	$ 23,022	$ 23,493	$ 23,973	$ 24,462	$ 24,962	$ 25,471	$ 25,991
City Operating	8.4870	$ 15,277	$ 29,890	$ 45,081	$ 46,007	$ 46,951	$ 47,914	$ 48,896	$ 49,898	$ 50,920	$ 51,963	$ 53,026	$ 54,110	$ 55,217	$ 56,345	$ 57,496	$ 58,670	$ 59,868	$ 61,089
City St Maint	1.1260	$ 2,027	$ 3,966	$ 5,981	$ 6,104	$ 6,229	$ 6,357	$ 6,487	$ 6,620	$ 6,756	$ 6,894	$ 7,035	$ 7,179	$ 7,326	$ 7,476	$ 7,628	$ 7,784	$ 7,943	$ 8,105
Pol/Fire Pension	5.5830	$ 10,049	$ 19,662	$ 29,656	$ 30,265	$ 30,886	$ 31,519	$ 32,165	$ 32,824	$ 33,497	$ 34,183	$ 34,882	$ 35,595	$ 36,323	$ 37,066	$ 37,823	$ 38,595	$ 39,383	$ 40,186
Cal Co Operating	5.3692	$ 9,665	$ 18,909	$ 28,520	$ 29,106	$ 29,703	$ 30,312	$ 30,934	$ 31,567	$ 32,214	$ 32,874	$ 33,546	$ 34,232	$ 34,932	$ 35,646	$ 36,374	$ 37,117	$ 37,874	$ 38,647
Willard Library	1.9958	$ 3,592	$ 7,029	$ 10,601	$ 10,819	$ 11,041	$ 11,267	$ 11,498	$ 11,734	$ 11,974	$ 12,220	$ 12,470	$ 12,725	$ 12,985	$ 13,250	$ 13,521	$ 13,797	$ 14,078	$ 14,366
Local Total	**37.2956**	**$ 67,132**	**$ 131,349**	**$ 198,105**	**$ 202,173**	**$ 206,322**	**$ 210,555**	**$ 214,871**	**$ 219,274**	**$ 223,766**	**$ 228,347**	**$ 233,019**	**$ 237,785**	**$ 242,647**	**$ 247,605**	**$ 252,663**	**$ 257,822**	**$ 263,084**	**$ 268,452**

Non-Capturable Millages	Millage Rate																	
LK Sch Debt	7.0000	$ 12,600	$ 24,653	$ 37,182	$ 37,946	$ 38,725	$ 39,519	$ 40,329	$ 41,156	$ 41,998	$ 42,858	$ 43,735	$ 44,630	$ 45,542	$ 46,473	$ 47,422	$ 48,391	$ 49,378	$ 50,386
Total Non-Capturable Taxes	**7.0000**	**$ 12,600**	**$ 24,653**	**$ 37,182**	**$ 37,946**	**$ 38,725**	**$ 39,519**	**$ 40,329**	**$ 41,156**	**$ 41,998**	**$ 42,858**	**$ 43,735**	**$ 44,630**	**$ 45,542**	**$ 46,473**	**$ 47,422**	**$ 48,391**	**$ 49,378**	**$ 50,386**
	68.2956																	
	68.2956																	
Total Tax Increment Revenue (TIR) Available for Capture		$ 110,332	$ 193,823	$ 272,158	$ 277,746	$ 283,446	$ 289,260	$ 295,191	$ 301,240	$ 307,410	$ 313,703	$ 320,122	$ 326,670	$ 333,349	$ 340,161	$ 347,109	$ 354,196	$ 361,426	$ 368,799

Footnotes:

Total Units	34
Average Home taxable Value	$ 150,000
Homestead Proportion (Stabilized)	56%

It is assumed that the rental units will be constructed first, and it is assumed that all for-sale units will be subject to a homestead exemption. School Operating Tax Capture is proportionately reduced based on the number of for-sale units per year. To the extent for-sale homes are not eligible for a homestead exemption, capture is expected to increase.

New Units Constructed	12	11	11	0	0	0	0	0	0	0	0	0	0	0
34	12	23	34	34	34	34	34	34	34	34	34	34	34	34
Rental Units Constructed	12	3	0	0	0	0	0	0	0	0	0	0	0	0
15	12	15	15	15	15	15	15	15	15	15	15	15	15	15
Rental Proportion	100%	65%	44%	44%	44%	44%	44%	44%	44%	44%	44%	44%	44%	44%

MICHIGAN GROWTH ADVISORS

Tax Increment Financing Capture Estimates
Eldred Corner
Battle Creek, Michigan
January 2026

Estimated Taxable Value (TV) Increase Rate:

Plan Year	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
Calendar Year	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	
*Base Taxable Value	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ -
Estimated New TV	$ 7,486,421	$ 7,636,150	$ 7,788,873	$ 7,944,650	$ 8,103,543	$ 8,265,614	$ 8,430,926	$ 8,599,545	$ 8,771,536	$ 8,946,966	$ 9,125,906	$ 9,308,424	$ -
Incremental Difference (New TV - Base TV)	**$ 7,344,733**	**$ 7,494,462**	**$ 7,647,185**	**$ 7,802,962**	**$ 7,961,855**	**$ 8,123,926**	**$ 8,289,238**	**$ 8,457,857**	**$ 8,629,848**	**$ 8,805,278**	**$ 8,984,218**	**$ 9,166,736**	$ -
School Capture	Millage Rate												
State Education Tax (SET)	6.0000	$ 44,068	$ 44,967	$ 45,883	$ 46,818	$ 47,771	$ 48,744	$ 49,735					$ 956,206
School Operating Tax	18.0000	$ 58,326	$ 59,515	$ 60,728	$ 61,965	$ 63,226	$ 64,514	$ 65,826					$ 1,297,048
School Total	**24.0000**	**$ 102,394**	**$ 104,482**	**$ 106,611**	**$ 108,782**	**$ 110,998**	**$ 113,257**	**$ 115,562**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,253,254**
Local Capture	Millage Rate												
Cal Co Seniors	0.7439	$ 5,464	$ 5,575	$ 5,689	$ 5,805	$ 5,923	$ 6,043	$ 6,166	$ 6,292	$ 6,420	$ 6,550	$ 6,683	$ 6,819	$ 151,318
Cal Co Med Care	0.2481	$ 1,822	$ 1,859	$ 1,897	$ 1,936	$ 1,975	$ 2,016	$ 2,057	$ 2,098	$ 2,141	$ 2,185	$ 2,229	$ 2,274	$ 50,466
Cal Co Veterans	0.0999	$ 734	$ 749	$ 764	$ 780	$ 795	$ 812	$ 828	$ 845	$ 862	$ 880	$ 898	$ 916	$ 20,321
Cal Co Parks	0.2000	$ 1,469	$ 1,499	$ 1,529	$ 1,561	$ 1,592	$ 1,625	$ 1,658	$ 1,692	$ 1,726	$ 1,761	$ 1,797	$ 1,833	$ 40,682
CDA 911	0.9799	$ 7,197	$ 7,344	$ 7,493	$ 7,646	$ 7,802	$ 7,961	$ 8,123	$ 8,288	$ 8,456	$ 8,628	$ 8,804	$ 8,982	$ 199,323
TACC	2.6600	$ 19,537	$ 19,935	$ 20,342	$ 20,756	$ 21,179	$ 21,610	$ 22,049	$ 22,498	$ 22,955	$ 23,422	$ 23,898	$ 24,384	$ 541,075
Calhoun ISD	6.1919	$ 45,478	$ 46,405	$ 47,351	$ 48,315	$ 49,299	$ 50,303	$ 51,326	$ 52,370	$ 53,435	$ 54,521	$ 55,629	$ 56,760	$ 1,259,504
Kellogg CC	3.6109	$ 26,521	$ 27,062	$ 27,613	$ 28,176	$ 28,749	$ 29,335	$ 29,932	$ 30,540	$ 31,162	$ 31,795	$ 32,441	$ 33,100	$ 734,499
City Operating	8.4870	$ 62,335	$ 63,605	$ 64,902	$ 66,224	$ 67,572	$ 68,948	$ 70,351	$ 71,782	$ 73,242	$ 74,730	$ 76,249	$ 77,798	$ 1,726,354
City St Maint	1.1260	$ 8,270	$ 8,439	$ 8,611	$ 8,786	$ 8,965	$ 9,148	$ 9,334	$ 9,524	$ 9,717	$ 9,915	$ 10,116	$ 10,322	$ 229,041
Pol/Fire Pension	5.5830	$ 41,006	$ 41,842	$ 42,694	$ 43,564	$ 44,451	$ 45,356	$ 46,279	$ 47,220	$ 48,180	$ 49,160	$ 50,159	$ 51,178	$ 1,135,647
Cal Co Operating	5.3692	$ 39,435	$ 40,239	$ 41,059	$ 41,896	$ 42,749	$ 43,619	$ 44,507	$ 45,412	$ 46,335	$ 47,277	$ 48,238	$ 49,218	$ 1,092,157
Willard Library	1.9958	$ 14,659	$ 14,957	$ 15,262	$ 15,573	$ 15,890	$ 16,214	$ 16,544	$ 16,880	$ 17,223	$ 17,574	$ 17,931	$ 18,295	$ 405,969
Local Total	**37.2956**	**$ 273,926**	**$ 279,510**	**$ 285,206**	**$ 291,016**	**$ 296,942**	**$ 302,987**	**$ 309,152**	**$ 315,441**	**$ 321,855**	**$ 328,398**	**$ 335,072**	**$ 341,879**	**$ 7,586,357**
Non-Capturable Millages	Millage Rate												
LK Sch Debt	7.0000	$ 51,413	$ 52,461	$ 53,530	$ 54,621	$ 55,733	$ 56,867	$ 58,025	$ 59,205	$ 60,409	$ 61,637	$ 62,890	$ 64,167	$ 1,423,881
Total Non-Capturable Taxes	**7.0000**	**$ 51,413**	**$ 52,461**	**$ 53,530**	**$ 54,621**	**$ 55,733**	**$ 56,867**	**$ 58,025**	**$ 59,205**	**$ 60,409**	**$ 61,637**	**$ 62,890**	**$ 64,167**	**$ 1,423,881**
	68.2956													
	68.2956													
Total Tax Increment Revenue (TIR) Available for Capture		$ 376,320	$ 383,992	$ 391,817	$ 399,799	$ 407,940	$ 416,244	$ 424,714	$ 315,441	$ 321,855	$ 328,398	$ 335,072	$ 341,879	**$ 9,839,611**

Footnotes:

Total Units	34
Average Home taxable Value	$ 150,000
Homestead Proportion (Stabilized)	56%

It is assumed that the rental units will be constructed first, and it is assumed homestead exemption. School Operating Tax Capture is proportionately red per year. To the extent for-sale homes are not eligible for a homestead exem

New Units Constructed
34
Rental Units Constructed
15
Rental Proportion

Table 3

Reimbursement Schedule

MICHIGAN GROWTH ADVISORS

Tax Increment Revenue Reimbursement Schedule
Outpost Terrace East
Battle Creek, Michigan
January 2026

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**17.3%**	**$ 746,698**	**$ -**	$ 746,698
Local	**82.7%**	**$ 3,566,505**	**$ -**	$ 3,566,505
TOTAL		**$ 4,313,202**		**$ 4,313,202**
EGLE	0.0%	$ -	$ -	$ -
MSHDA	100.0%	$ 2,554,242	$ -	$ 2,554,242

Estimated Total Years of Plan: 30

Estimated Capture	**$ 4,757,458**
Administrative Fees	$ 378,350
State Brownfield Redevelopment Fund	$ 227,261
Local Brownfield Revolving Fund	$ 898,487

		Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Total State Incremental Revenue			$ 23,400	$ 31,215	$ 31,842	$ 32,482	$ 33,135	$ 33,800	$ 34,479	$ 35,172	$ 35,878	$ 36,598	$ 37,333	$ 38,083	$ 38,848	$ 39,627	$ 40,423	$ 41,234
State Brownfield Redevelopment Fund (50% of SET)			$ 3,600	$ 7,345	$ 7,492	$ 7,643	$ 7,796	$ 7,953	$ 8,113	$ 8,276	$ 8,442	$ 8,611	$ 8,784	$ 8,961	$ 9,141	$ 9,324	$ 9,511	$ 9,702
State TIR Available for Reimbursement			**$ 19,800**	**$ 23,870**	**$ 24,350**	**$ 24,839**	**$ 25,338**	**$ 25,847**	**$ 26,366**	**$ 26,896**	**$ 27,436**	**$ 27,987**	**$ 28,549**	**$ 29,122**	**$ 29,707**	**$ 30,303**	**$ 30,912**	**$ 31,532**
Total Local Incremental Revenue			$ 47,154	$ 96,203	$ 98,136	$ 100,108	$ 102,119	$ 104,170	$ 106,263	$ 108,397	$ 110,574	$ 112,794	$ 115,059	$ 117,370	$ 119,726	$ 122,130	$ 124,581	$ 127,082
BRA Administrative Fee	10%		$ 4,715	$ 9,620	$ 9,814	$ 10,011	$ 10,212	$ 10,417	$ 10,626	$ 10,840	$ 11,057	$ 11,279	$ 11,506	$ 11,737	$ 11,973	$ 12,213	$ 12,458	$ 12,708
Local TIR Available for Reimbursement			**$ 42,438**	**$ 86,582**	**$ 88,322**	**$ 90,097**	**$ 91,907**	**$ 93,753**	**$ 95,636**	**$ 97,557**	**$ 99,517**	**$ 101,515**	**$ 103,553**	**$ 105,633**	**$ 107,753**	**$ 109,917**	**$ 112,123**	**$ 114,374**
Total State & Local TIR Available			**$ 62,238**	**$ 110,453**	**$ 112,672**	**$ 114,936**	**$ 117,245**	**$ 119,600**	**$ 122,003**	**$ 124,453**	**$ 126,953**	**$ 129,502**	**$ 132,102**	**$ 134,755**	**$ 137,460**	**$ 140,220**	**$ 143,035**	**$ 145,906**
DEVELOPER	Beginning Balance																	
DEVELOPER Eligible Activity Balance	***$ 1,093,722***		***$ 1,232,222***	***$ 1,322,507***	***$ 1,410,573***	***$ 1,496,376***	***$ 1,579,869***	***$ 1,661,006***	***$ 1,739,742***	***$ 1,816,027***	***$ 1,889,812***	***$ 1,961,048***	***$ 1,883,632***	***$ 1,803,563***	***$ 1,716,596***	***$ 1,619,859***	***$ 1,513,155***	***$ 1,396,285***
MSHDA Gap Calc Reimbursement	*$ 1,460,520*		*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
State Tax Reimbursement			$ 19,800	$ 23,870	$ 24,350	$ 24,839	$ 25,338	$ 25,847	$ 26,366	$ 26,896	$ 27,436	$ 27,987	$ 28,549	$ 29,122	$ 9,281	$ -	$ -	$ -
Local Tax Reimbursement			$ 42,438	$ 86,582	$ 88,322	$ 90,097	$ 91,907	$ 93,753	$ 95,636	$ 97,557	$ 99,517	$ 101,515	$ 103,553	$ 105,633	$ 44,327	$ -	$ -	$ -
Total Gap Calc Reimbursement Balance			*$ 83,814*	*$ 119,413*	*$ 152,793*	*$ 183,909*	*$ 212,716*	*$ 239,167*	*$ 263,217*	*$ 284,816*	*$ 303,915*	*$ 320,465*	*$ 188,363*	*$ 53,608*	*$ -*	*$ -*	*$ -*	*$ -*
MSHDA Housing Development Reimbursemer	*$ 1,093,722*																	
State Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,426	$ 30,303	$ 30,912	$ 31,532
Local Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 63,426	$ 109,917	$ 112,123	$ 114,374
Total MSHDA Reimbursement Balance			*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,009,870*	*$ 869,650*	*$ 726,615*	*$ 580,709*
Interest Accrual	5%		*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 50,493*	*$ 43,482*	*$ 36,331*	*$ 29,035*
State Tax Reimbursement			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Local Tax Reimbursement			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Total Interest Reimbursement Balance			$ 54,686	$ 109,372	$ 164,058	$ 218,744	$ 273,431	$ 328,117	$ 382,803	$ 437,489	$ 492,175	$ 546,861	$ 601,547	$ 656,233	$ 706,727	$ 750,209	$ 786,540	$ 815,575
Total Annual Developer Reimbursement			*$ 62,238*	*$ 110,453*	*$ 112,672*	*$ 114,936*	*$ 117,245*	*$ 119,600*	*$ 122,003*	*$ 124,453*	*$ 126,953*	*$ 129,502*	*$ 132,102*	*$ 134,755*	*$ 137,460*	*$ 140,220*	*$ 143,035*	*$ 145,906*

LOCAL BROWNFIELD REVOLVING FUN

LBRF Deposits *																		
State Tax Capture	*$ -*																	
Local Tax Capture	*$ -*																	
Total LBRF Capture																		*$ -*

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

MICHIGAN GROWTH ADVISORS

Tax Increment Revenue Reimbursement Schedule
Outpost Terrace East
Battle Creek, Michigan
January 2026

	17 2043	18 2044	19 2045	20 2046	21 2047	22 2048	23 2049	24 2050	25 2051	26 2052	27 2053	28 2054	29 2055	30 2056	TOTAL
Total State Incremental Revenue	$ 42,062	$ 42,906	$ 43,767	$ 44,645	$ 45,541	$ 46,455	$ 47,387	$ 48,338	$ 49,307						$ 973,959
State Brownfield Redevelopment Fund (50% of	$ 9,897	$ 10,096	$ 10,298	$ 10,505	$ 10,716	$ 10,931	$ 11,150	$ 11,374	$ 11,602						$ 227,261
State TIR Available for Reimbursement	**$ 32,165**	**$ 32,811**	**$ 33,469**	**$ 34,141**	**$ 34,826**	**$ 35,524**	**$ 36,237**	**$ 36,964**	**$ 37,706**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 746,698**
Total Local Incremental Revenue	$ 129,633	$ 132,234	$ 134,888	$ 137,595	$ 140,356	$ 143,172	$ 146,044	$ 148,974	$ 151,963	$ 155,011	$ 158,120	$ 161,292	$ 164,527	$ 167,826	$ 3,783,499
BRA Administrative Fee	$ 12,963	$ 13,223	$ 13,489	$ 13,759	$ 14,036	$ 14,317	$ 14,604	$ 14,897	$ 15,196	$ 15,501	$ 15,812	$ 16,129	$ 16,453	$ 16,783	$ 378,350
Local TIR Available for Reimbursement	**$ 116,669**	**$ 119,011**	**$ 121,399**	**$ 123,835**	**$ 126,320**	**$ 128,855**	**$ 131,440**	**$ 134,077**	**$ 136,767**	**$ 170,512**	**$ 173,932**	**$ 177,421**	**$ 180,979**	**$ 184,609**	**$ 3,566,505**
Total State & Local TIR Available	**$ 148,834**	**$ 151,821**	**$ 154,868**	**$ 157,976**	**$ 161,146**	**$ 164,379**	**$ 167,677**	**$ 171,041**	**$ 174,472**	**$ 170,512**	**$ 173,932**	**$ 177,421**	**$ 180,979**	**$ 184,609**	
DEVELOPER															
DEVELOPER Eligible Activity Balance	***$ 1,269,044***	***$ 1,131,225***	***$ 982,616***	***$ 824,640***	***$ 663,495***	***$ 499,115***	***$ 331,438***	***$ 160,397***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	
MSHDA Gap Calc Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -						**$ 1,460,520**
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ 319,682
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ 1,140,838
Total Gap Calc Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,460,520**
MSHDA Housing Development Reimbursemer															**$ 1,093,722**
State Tax Reimbursement	$ 32,165	$ 32,811	$ 33,469	$ 27,054	$ 0	$ 0	$ -	$ -	$ -						$ 238,672
Local Tax Reimbursement	$ 116,669	$ 119,011	$ 121,399	$ 98,131	$ 0	$ 0	$ -	$ -	$ -						$ 855,050
Total MSHDA Reimbursement Balance	*$ 431,875*	*$ 280,053*	*$ 125,185*	*$ 0*	*$ 0*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,093,722**
Interest Accrual	*$ 21,594*	*$ 14,003*	*$ 6,259*	*$ 0*	*$ 0*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 857,431**
State Tax Reimbursement	$ -	$ -	$ -	*$ 7,087*	*$ 34,826*	*$ 35,524*	*$ 36,237*	*$ 36,964*	*$ 34,664*						$ 185,302
Local Tax Reimbursement	$ -	$ -	$ -	*$ 25,704*	*$ 126,320*	*$ 128,855*	*$ 131,440*	*$ 134,077*	*$ 125,733*						$ 672,129
Total Interest Reimbursement Balance	$ 837,169	$ 851,172	$ 857,431	$ 824,640	$ 663,495	$ 499,115	$ 331,438	$ 160,397	$ -	$ -	$ -	$ -	$ -	$ -	**$ 857,431**
Total Annual Developer Reimbursement	*$ 148,834*	*$ 151,821*	*$ 154,868*	*$ 157,976*	*$ 161,146*	*$ 164,379*	*$ 167,677*	*$ 171,041*	*$ 160,397*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	**$ 3,411,673**
LOCAL BROWNFIELD REVOLVING FUN															
LBRF Deposits *															
State Tax Capture															
Local Tax Capture									*$ 11,033*	*$ 170,512*	*$ 173,932*	*$ 177,421*	*$ 180,979*	*$ 184,609*	$ 898,487
Total LBRF Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 11,033*	*$ 170,512*	*$ 173,932*	*$ 177,421*	*$ 180,979*	*$ 184,609*	**$ 898,487**

* Up to five years of capture for LBRF Deposits

Footnotes:

MICHIGAN GROWTH ADVISORS

Tax Increment Revenue Reimbursement Schedule
Outpost Terrace North
Battle Creek, Michigan
January 2026

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**17.2%**	**$ 2,913,812**	**$ -**	$ 2,913,812
Local	**82.8%**	**$ 13,991,414**	**$ -**	$ 13,991,414
TOTAL		**$ 16,905,227**		**$ 16,905,227**
EGLE	0.0%	$ -	$ -	$ -
MSHDA	100.0%	$ 9,841,209	$ -	$ 9,841,209

Estimated Total Years of Plan:	30

Estimated Capture	**$18,596,238**
Administrative Fees	$ 1,480,620
State Brownfield Redevelopment Fund	$ 876,225
Local Brownfield Revolving Fund	$ 3,762,875

		Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Total State Incremental Revenue			$ 39,600	$ 80,811	$ 98,361	$ 110,845	$ 123,786	$ 137,200	$ 139,958	$ 142,772	$ 145,641	$ 148,568	$ 151,554	$ 154,599	$ 157,705	$ 160,873	$ 164,105	$ 167,401
State Brownfield Redevelopment Fund (50% of SET)			$ 4,950	$ 10,101	$ 15,457	$ 21,022	$ 26,804	$ 32,809	$ 33,468	$ 34,141	$ 34,827	$ 35,527	$ 36,241	$ 36,969	$ 37,712	$ 38,470	$ 39,242	$ 40,031
State TIR Available for Reimbursement			**$ 34,650**	**$ 70,710**	**$ 82,904**	**$ 89,822**	**$ 96,982**	**$ 104,391**	**$ 106,490**	**$ 108,631**	**$ 110,814**	**$ 113,041**	**$ 115,312**	**$ 117,629**	**$ 119,993**	**$ 122,403**	**$ 124,862**	**$ 127,370**
Total Local Incremental Revenue			$ 64,836	$ 132,310	$ 202,457	$ 275,355	$ 351,087	$ 429,738	$ 438,377	$ 447,188	$ 456,176	$ 465,344	$ 474,695	$ 484,233	$ 493,962	$ 503,885	$ 514,007	$ 524,332
BRA Administrative Fee	10%		$ 6,484	$ 13,231	$ 20,246	$ 27,535	$ 35,109	$ 42,974	$ 43,838	$ 44,719	$ 45,618	$ 46,534	$ 47,470	$ 48,423	$ 49,396	$ 50,389	$ 51,401	$ 52,433
Local TIR Available for Reimbursement			**$ 58,353**	**$ 119,079**	**$ 182,211**	**$ 247,819**	**$ 315,978**	**$ 386,764**	**$ 394,539**	**$ 402,470**	**$ 410,559**	**$ 418,810**	**$ 427,226**	**$ 435,810**	**$ 444,566**	**$ 453,497**	**$ 462,607**	**$ 471,898**
Total State & Local TIR Available			**$ 93,003**	**$ 189,789**	**$ 265,115**	**$ 337,642**	**$ 412,961**	**$ 491,155**	**$ 501,029**	**$ 511,100**	**$ 521,373**	**$ 531,851**	**$ 542,538**	**$ 553,439**	**$ 564,559**	**$ 575,900**	**$ 587,469**	**$ 599,269**
DEVELOPER	Beginning Balance																	
DEVELOPER Eligible Activity Balance	*$ 3,999,129*		*$ 4,690,291*	*$ 5,284,666*	*$ 5,803,715*	*$ 6,250,238*	*$ 6,621,442*	*$ 6,914,451*	*$ 7,197,586*	*$ 7,470,651*	*$ 7,733,443*	*$ 7,985,757*	*$ 7,643,175*	*$ 7,289,692*	*$ 6,925,090*	*$ 6,536,678*	*$ 6,107,323*	*$ 5,636,206*
MSHDA Gap Calc Reimbursement	*$ 5,842,080*		*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
State Tax Reimbursement			$ 34,650	$ 70,710	$ 82,904	$ 89,822	$ 96,982	$ 104,391	$ 106,490	$ 108,631	$ 110,814	$ 113,041	$ 115,312	$ 117,629	$ 119,993	$ 56,281	$ -	$ -
Local Tax Reimbursement			$ 58,353	$ 119,079	$ 182,211	$ 247,819	$ 315,978	$ 386,764	$ 394,539	$ 402,470	$ 410,559	$ 418,810	$ 427,226	$ 435,810	$ 444,566	$ 270,246	$ -	$ -
Total Gap Calc Reimbursement Balance			*$ 491,205*	*$ 885,624*	*$ 1,204,717*	*$ 1,451,283*	*$ 1,622,531*	*$ 1,715,583*	*$ 1,798,762*	*$ 1,871,870*	*$ 1,934,705*	*$ 1,987,063*	*$ 1,444,525*	*$ 891,086*	*$ 326,527*	*$ -*	*$ -*	*$ -*
MSHDA Housing Development Reimburseme	*$ 3,999,129*																	
State Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 66,123	$ 124,862	$ 127,370
Local Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 183,251	$ 462,607	$ 471,898
Total MSHDA Reimbursement Balance			*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,749,756*	*$ 3,162,287*	*$ 2,563,019*
Interest Accrual	5%		*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 187,488*	*$ 158,114*	*$ 128,151*
State Tax Reimbursement			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Local Tax Reimbursement			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Total Interest Reimbursement Balance			$ 199,956	$ 399,913	$ 599,869	$ 799,826	$ 999,782	$ 1,199,739	$ 1,399,695	$ 1,599,652	$ 1,799,608	$ 1,999,565	$ 2,199,521	$ 2,399,477	$ 2,599,434	$ 2,786,922	$ 2,945,036	$ 3,073,187
Total Annual Developer Reimbursement			*$ 93,003*	*$ 189,789*	*$ 265,115*	*$ 337,642*	*$ 412,961*	*$ 491,155*	*$ 501,029*	*$ 511,100*	*$ 521,373*	*$ 531,851*	*$ 542,538*	*$ 553,439*	*$ 564,559*	*$ 575,900*	*$ 587,469*	*$ 599,269*
LOCAL BROWNFIELD REVOLVING FUN																		
LBRF Deposits *																		
State Tax Capture	*$ -*																	
Local Tax Capture	*$ -*																	
Total LBRF Capture																		*$ -*

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

MICHIGAN GROWTH ADVISORS

Tax Increment Revenue Reimbursement Schedule
Outpost Terrace North
Battle Creek, Michigan
January 2026

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	TOTAL
Total State Incremental Revenue	$ 170,763	$ 174,192	$ 177,690	$ 181,258	$ 184,897	$ 188,609	$ 192,396	$ 196,258	$ 200,197						$ 3,790,038
State Brownfield Redevelopment Fund (50% c	$ 40,835	$ 41,655	$ 42,491	$ 43,344	$ 44,215	$ 45,102	$ 46,008	$ 46,931	$ 47,873						$ 876,225
State TIR Available for Reimbursement	**$ 129,928**	**$ 132,538**	**$ 135,199**	**$ 137,914**	**$ 140,683**	**$ 143,507**	**$ 146,388**	**$ 149,326**	**$ 152,324**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,913,812**
Total Local Incremental Revenue	$ 534,862	$ 545,604	$ 556,560	$ 567,735	$ 579,134	$ 590,761	$ 602,621	$ 614,717	$ 627,056	$ 639,641	$ 652,478	$ 665,572	$ 678,927	$ 692,550	$14,806,201
BRA Administrative Fee	$ 53,486	$ 54,560	$ 55,656	$ 56,774	$ 57,913	$ 59,076	$ 60,262	$ 61,472	$ 62,706	$ 63,964	$ 65,248	$ 66,557	$ 67,893	$ 69,255	$ 1,480,620
Local TIR Available for Reimbursement	**$ 481,376**	**$ 491,043**	**$ 500,904**	**$ 510,962**	**$ 521,221**	**$ 531,685**	**$ 542,358**	**$ 553,245**	**$ 564,350**	**$ 703,605**	**$ 717,726**	**$ 732,129**	**$ 746,820**	**$ 761,805**	**$13,991,414**
Total State & Local TIR Available	**$ 611,304**	**$ 623,581**	**$ 636,103**	**$ 648,876**	**$ 661,904**	**$ 675,192**	**$ 688,746**	**$ 702,572**	**$ 716,674**	**$ 703,605**	**$ 717,726**	**$ 732,129**	**$ 746,820**	**$ 761,805**	
DEVELOPER															
DEVELOPER Eligible Activity Balance	***$ 5,122,487***	***$ 4,565,313***	***$ 3,963,811***	***$ 3,317,093***	***$ 2,655,190***	***$ 1,979,998***	***$ 1,291,251***	***$ 588,679***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	
MSHDA Gap Calc Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -						**$ 5,842,080**
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ 1,327,651
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ 4,514,429
Total Gap Calc Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 5,842,080**
MSHDA Housing Development Reimburseme															**$ 3,999,129**
State Tax Reimbursement	$ 129,928	$ 132,538	$ 135,199	$ 137,914	$ 9,172	$ -	$ -	$ -	$ -						$ 863,106
Local Tax Reimbursement	$ 481,376	$ 491,043	$ 500,904	$ 510,962	$ 33,983	$ -	$ -	$ -	$ -						$ 3,136,023
Total MSHDA Reimbursement Balance	*$ 1,951,714*	*$ 1,328,133*	*$ 692,030*	*$ 43,155*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,999,129**
Interest Accrual	*$ 97,586*	*$ 66,407*	*$ 34,602*	*$ 2,158*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,273,939**
State Tax Reimbursement	$ -	$ -	$ -	$ -	*$ 131,510*	*$ 143,507*	*$ 146,388*	*$ 149,326*	*$ 125,119*						$ 695,852
Local Tax Reimbursement	$ -	$ -	$ -	$ -	*$ 487,238*	*$ 531,685*	*$ 542,358*	*$ 553,245*	*$ 463,560*						$ 2,578,087
Total Interest Reimbursement Balance	$ 3,170,773	$ 3,237,179	$ 3,271,781	$ 3,273,939	$ 2,655,190	$ 1,979,998	$ 1,291,251	$ 588,679	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,273,939**
Total Annual Developer Reimbursement	*$ 611,304*	*$ 623,581*	*$ 636,103*	*$ 648,876*	*$ 661,904*	*$ 675,192*	*$ 688,746*	*$ 702,572*	*$ 588,679*	$ -	$ -	$ -	$ -	$ -	**$13,115,148**
LOCAL BROWNFIELD REVOLVING FUN															
LBRF Deposits *															
State Tax Capture															
Local Tax Capture									*$ 100,790*	*$ 703,605*	*$ 717,726*	*$ 732,129*	*$ 746,820*	*$ 761,805*	$ 3,762,875
Total LBRF Capture	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 100,790*	*$ 703,605*	*$ 717,726*	*$ 732,129*	*$ 746,820*	*$ 761,805*	**$ 3,762,875**

* Up to five years of capture for LBRF Deposi

Footnotes:

MICHIGAN GROWTH ADVISORS

Tax Increment Revenue Reimbursement Schedule
Eldred Corner
Battle Creek, Michigan
January 2026

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**19.9%**	**$ 1,775,151**	**$ -**	$ 1,775,151
Local	**80.1%**	**$ 7,156,250**	**$ -**	$ 7,156,250
TOTAL		**$ 8,931,401**		**$ 8,931,401**
EGLE	0.1%	$ 3,000	$ -	$ 3,000
MSHDA	99.9%	$ 5,498,466	$ -	$ 5,498,466

Estimated Total Years of Plan:	30

Estimated Capture	**$ 9,839,611**
Administrative Fees	$ 758,636
State Brownfield Redevelopment Fund	$ 478,103
Local Brownfield Revolving Fund	$ 1,841,608

		Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Total State Incremental Revenue			$ 43,200	$ 62,474	$ 74,052	$ 75,573	$ 77,124	$ 78,706	$ 80,319	$ 81,965	$ 83,644	$ 85,356	$ 87,103	$ 88,885	$ 90,702	$ 92,555	$ 94,446	$ 96,374	$ 98,341	$ 100,348
State Brownfield Redevelopment Fund (50% of SET)			$ 5,400	$ 10,566	$ 15,935	$ 16,262	$ 16,596	$ 16,937	$ 17,284	$ 17,638	$ 17,999	$ 18,368	$ 18,744	$ 19,127	$ 19,518	$ 19,917	$ 20,324	$ 20,739	$ 21,162	$ 21,594
State TIR Available for Reimbursement			**$ 37,800**	**$ 51,909**	**$ 58,117**	**$ 59,310**	**$ 60,528**	**$ 61,769**	**$ 63,035**	**$ 64,327**	**$ 65,645**	**$ 66,989**	**$ 68,359**	**$ 69,758**	**$ 71,184**	**$ 72,638**	**$ 74,122**	**$ 75,636**	**$ 77,179**	**$ 78,754**
Total Local Incremental Revenue			$ 67,132	$ 131,349	$ 198,105	$ 202,173	$ 206,322	$ 210,555	$ 214,871	$ 219,274	$ 223,766	$ 228,347	$ 233,019	$ 237,785	$ 242,647	$ 247,605	$ 252,663	$ 257,822	$ 263,084	$ 268,452
BRA Administrative Fee	10%		$ 6,713	$ 13,135	$ 19,811	$ 20,217	$ 20,632	$ 21,055	$ 21,487	$ 21,927	$ 22,377	$ 22,835	$ 23,302	$ 23,779	$ 24,265	$ 24,761	$ 25,266	$ 25,782	$ 26,308	$ 26,845
Local TIR Available for Reimbursement			**$ 60,419**	**$ 118,214**	**$ 178,295**	**$ 181,956**	**$ 185,690**	**$ 189,499**	**$ 193,384**	**$ 197,347**	**$ 201,389**	**$ 205,512**	**$ 209,717**	**$ 214,007**	**$ 218,382**	**$ 222,845**	**$ 227,397**	**$ 232,040**	**$ 236,776**	**$ 241,606**
Total State & Local TIR Available			**$ 98,219**	**$ 170,123**	**$ 236,412**	**$ 241,266**	**$ 246,218**	**$ 251,268**	**$ 256,420**	**$ 261,674**	**$ 267,034**	**$ 272,501**	**$ 278,077**	**$ 283,764**	**$ 289,566**	**$ 295,483**	**$ 301,519**	**$ 307,675**	**$ 313,955**	**$ 320,360**
DEVELOPER	Beginning Balance																			
DEVELOPER Eligible Activity Balance	***$ 1,850,166***		***$ 2,209,435***	***$ 2,496,801***	***$ 2,717,877***	***$ 2,934,100***	***$ 3,145,370***	***$ 3,351,590***	***$ 3,552,659***	***$ 3,748,473***	***$ 3,938,928***	***$ 4,123,916***	***$ 3,938,197***	***$ 3,746,791***	***$ 3,549,584***	***$ 3,346,459***	***$ 3,132,394***	***$ 2,896,814***	***$ 2,639,282***	***$ 2,359,353***
MSHDA Gap Calc Reimbursement	*$ 3,651,300*		*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement			$ 37,800	$ 51,909	$ 58,117	$ 59,310	$ 60,528	$ 61,769	$ 63,035	$ 64,327	$ 65,645	$ 66,989	$ 68,359	$ 69,758	$ 71,184	$ 72,638	$ 40,402	$ -	$ -	$ -
Local Tax Reimbursement			$ 60,419	$ 118,214	$ 178,295	$ 181,956	$ 185,690	$ 189,499	$ 193,384	$ 197,347	$ 201,389	$ 205,512	$ 209,717	$ 214,007	$ 218,382	$ 222,845	$ 162,875	$ -	$ -	$ -
Total Gap Calc Reimbursement Balance			*$ 266,911*	*$ 461,918*	*$ 590,637*	*$ 714,500*	*$ 833,413*	*$ 947,275*	*$ 1,055,985*	*$ 1,159,441*	*$ 1,257,537*	*$ 1,350,167*	*$ 1,072,090*	*$ 788,326*	*$ 498,760*	*$ 203,277*	$ -	$ -	$ -	$ -
MSHDA Housing Development Reimburseme	*$ 1,847,166*																			
State Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 33,665	$ 75,513	$ 77,054	$ 78,626
Local Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 64,417	$ 231,664	$ 236,392	$ 241,215
Total MSHDA Reimbursement Balance	**99.8%**		*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,749,083*	*$ 1,441,907*	*$ 1,128,461*	*$ 808,620*
EGLE Reimbursement	*$ 3,000*																			
State Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 55	$ 123	$ 125	$ 128
Local Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 105	$ 376	$ 384	$ 392
Total EGLE Reimbursement Balance	**0.2%**		*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 2,841*	*$ 2,342*	*$ 1,833*	*$ 1,313*
Interest Accrual	5%		*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 87,454*	*$ 72,095*	*$ 56,423*	*$ 40,431*
State Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Interest Reimbursement Balance			$ 92,358	$ 184,717	$ 277,075	$ 369,433	$ 461,792	$ 554,150	$ 646,508	$ 738,866	$ 831,225	$ 923,583	$ 1,015,941	$ 1,108,300	$ 1,200,658	$ 1,293,016	$ 1,380,470	$ 1,452,566	$ 1,508,989	$ 1,549,420
Total Annual Developer Reimbursement			*$ 98,219*	*$ 170,123*	*$ 236,412*	*$ 241,266*	*$ 246,218*	*$ 251,268*	*$ 256,420*	*$ 261,674*	*$ 267,034*	*$ 272,501*	*$ 278,077*	*$ 283,764*	*$ 289,566*	*$ 295,483*	*$ 301,519*	*$ 307,675*	*$ 313,955*	*$ 320,360*
LOCAL BROWNFIELD REVOLVING FUN																				
LBRF Deposits *																				
State Tax Capture	$ -																			
Local Tax Capture	$ -																			
Total LBRF Capture																		$ -	$ -	$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

MICHIGAN GROWTH ADVISORS

Tax Increment Revenue Reimbursement Schedule
Eldred Corner
Battle Creek, Michigan
January 2026

	19	20	21	22	23	24	25	26	27	28	29	30	
	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	TOTAL
Total State Incremental Revenue	$ 102,394	$ 104,482	$ 106,611	$ 108,782	$ 110,998	$ 113,257	$ 115,562						$ 2,253,254
State Brownfield Redevelopment Fund (50% o	$ 22,034	$ 22,483	$ 22,942	$ 23,409	$ 23,886	$ 24,372	$ 24,868						$ 478,103
State TIR Available for Reimbursement	**$ 80,360**	**$ 81,998**	**$ 83,669**	**$ 85,374**	**$ 87,112**	**$ 88,885**	**$ 90,694**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,775,151**
Total Local Incremental Revenue	$ 273,926	$ 279,510	$ 285,206	$ 291,016	$ 296,942	$ 302,987	$ 309,152	$ 315,441	$ 321,855	$ 328,398	$ 335,072	$ 341,879	$ 7,586,357
BRA Administrative Fee	$ 27,393	$ 27,951	$ 28,521	$ 29,102	$ 29,694	$ 30,299	$ 30,915	$ 31,544	$ 32,186	$ 32,840	$ 33,507	$ 34,188	$ 758,636
Local TIR Available for Reimbursement	**$ 246,534**	**$ 251,559**	**$ 256,686**	**$ 261,915**	**$ 267,248**	**$ 272,688**	**$ 278,237**	**$ 346,985**	**$ 354,041**	**$ 361,238**	**$ 368,579**	**$ 376,067**	**$ 7,156,250**
Total State & Local TIR Available	**$ 326,894**	**$ 333,558**	**$ 340,355**	**$ 347,288**	**$ 354,360**	**$ 361,573**	**$ 368,931**	**$ 346,985**	**$ 354,041**	**$ 361,238**	**$ 368,579**	**$ 376,067**	
DEVELOPER													
DEVELOPER Eligible Activity Balance	***$ 2,056,572***	***$ 1,730,476***	***$ 1,390,121***	***$ 1,042,833***	***$ 688,473***	***$ 326,900***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	
MSHDA Gap Calc Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -						**$ 3,651,300**
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ 911,770
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ 2,739,530
Total Gap Calc Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,651,300**
MSHDA Housing Development Reimburseme													**$ 1,847,166**
State Tax Reimbursement	$ 80,230	$ 81,865	$ 36,687	$ -	$ -	$ -	$ -						$ 463,641
Local Tax Reimbursement	$ 246,134	$ 251,152	$ 112,552	$ -	$ -	$ -	$ -						$ 1,383,525
Total MSHDA Reimbursement Balance	*$ 482,256*	*$ 149,239*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,847,166**
EGLE Reimbursement													**$ 3,000**
State Tax Reimbursement	$ 130	$ 133	$ 60	$ -	$ -	$ -							$ 753
Local Tax Reimbursement	$ 400	$ 408	$ 183	$ -	$ -	$ -							$ 2,247
Total EGLE Reimbursement Balance	*$ 783*	*$ 242*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,000**
Interest Accrual	*$ 24,113*	*$ 7,462*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,580,994**
State Tax Reimbursement	$ -	$ -	*$ 46,922*	*$ 85,374*	*$ 87,112*	*$ 88,885*	*$ 80,362*						$ 388,655
Local Tax Reimbursement	$ -	$ -	*$ 143,951*	*$ 261,915*	*$ 267,248*	*$ 272,688*	*$ 246,538*						$ 1,192,340
Total Interest Reimbursement Balance	$ 1,573,532	$ 1,580,994	$ 1,390,121	$ 1,042,833	$ 688,473	$ 326,900	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,580,994**
Total Annual Developer Reimbursement	*$ 326,894*	*$ 333,558*	*$ 340,355*	*$ 347,288*	*$ 354,360*	*$ 361,573*	*$ 326,900*	$ -	$ -	$ -	$ -	$ -	**$ 7,082,460**
LOCAL BROWNFIELD REVOLVING FUN													
LBRF Deposits *													
State Tax Capture							*$ 3,000*						$ 3,000
Local Tax Capture							*$ 31,699*	*$ 346,985*	*$ 354,041*	*$ 361,238*	*$ 368,579*	*$ 376,067*	$ 1,838,608
Total LBRF Capture	$ -	$ -	$ -	$ -	$ -	$ -	*$ 34,699*	*$ 346,985*	*$ 354,041*	*$ 361,238*	*$ 368,579*	*$ 376,067*	**$ 1,841,608**

* Up to five years of capture for LBRF Deposit

Footnotes:

Attachment A

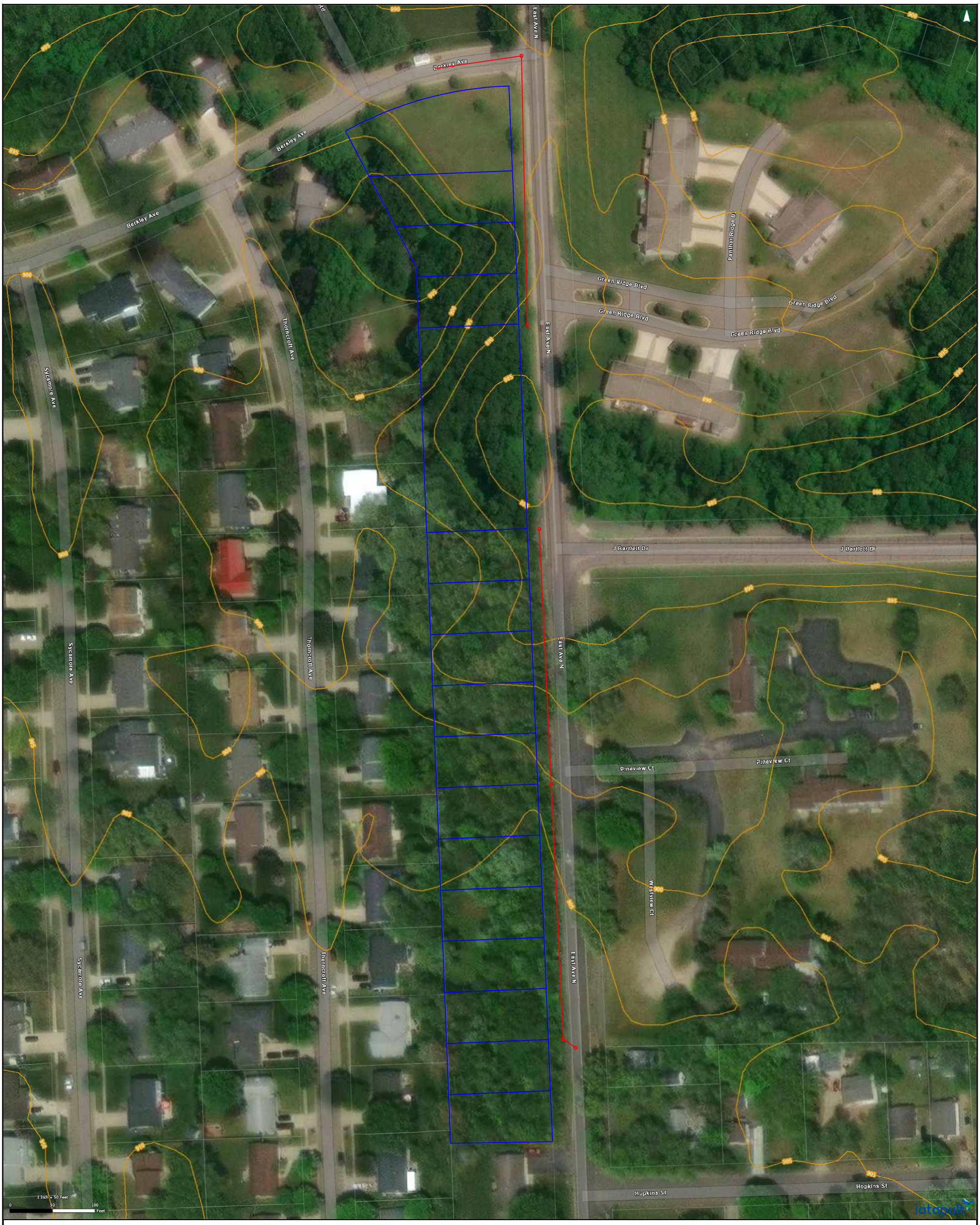
Brownfield Plan Resolutions

Attachment B

Reimbursement Agreement

Attachment C

Site Plan



Latapult Map

10/24/2025

Parcels

Design Notes

- R-1A Zoning; 60ft min width, 100 ft min depth
- Setbacks: Front 30 ft/Rear 35 ft/Side 8 ft
- ~16 Lots
- (2) Sewer extensions needed ~935lft, 5 manholes
- Water on opposite side of street; 16 service leads directional bore

This map was created using Latapult | www.latapult.com | Bigger Data Faster Maps Stronger Decisions

Design Notes

- Total Site Condo Units: 40
- Total Rental Units:26
- ROW Width: Varies

Zoning Notes

- R-3 Zoning
- Min. Lot Width: 40'
- Max % Building Coverage: 25
- Min. Front Setback: 25'
- Min. Side Setback: 5'
- Min. Rear Setback: 25'

0' 60' 120'

1"=60'

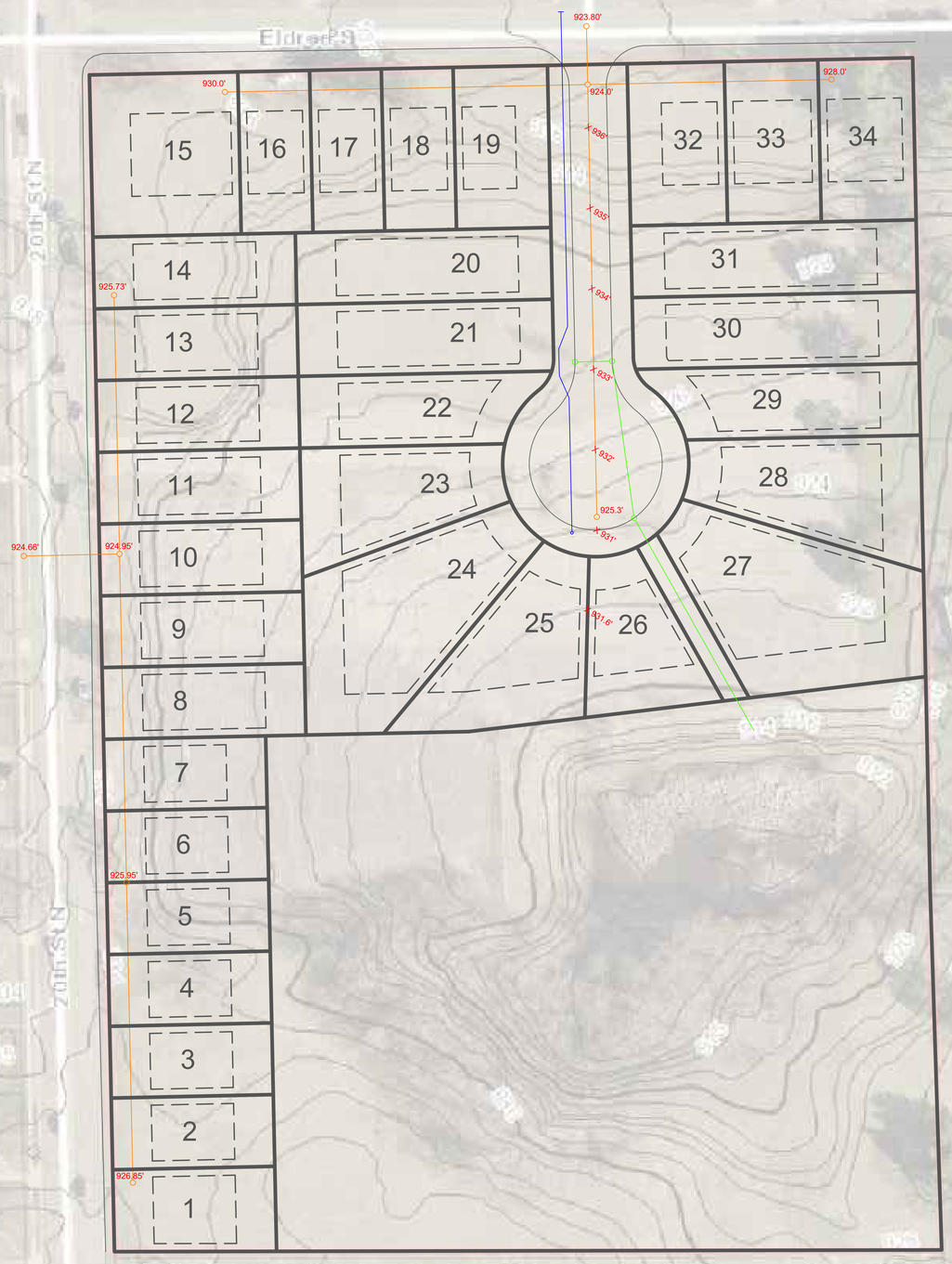
N

ALLEN EDWIN HOMES

11/24/2025

30 Acres, Battle Creek, MI - Concept Sketch

ELDRED CORNER



SITE NOTES:

R-1B, SINGLE FAMILY RESIDENTIAL
OVERALL SITE AREA = 12.75 ACRES +/-
MINIMUM LOT SIZE = 5,000 SF / 50 FEET WIDE
MINIMUM FRONT SETBACK = 25 FEET
MINIMUM SIDE SETBACK = 6 FEET
MINIMUM REAR SETBACK 30 FEET
UNITS/LOTS PROPOSED = 34

CONCEPTUAL SITE LAYOUT
Scale: 1" = 50'

52-0611-35-673-0
*Click for more info

Attachment D

Housing Study

The Battle Creek Housing Action Plan was completed by HR&A Advisors in collaboration with the City of Battle Creek, Battle Creek Unlimited, and the W.K. Kellogg Foundation dated March 2024. The Executive Summary of this report is included as an attachment to this Plan. The full report can be accessed here: https://www.battlecreekmi.gov/1024/Housing-Strategy.

Battle Creek Housing Action Plan

March 2024

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ACKNOWLEDGEMENTS

The Battle Creek Housing Action Plan is the result of a collaborative effort between the City of Battle Creek, Battle Creek Unlimited, the W.K. Kellogg Foundation, and various stakeholders.

We would like to thank the City staff members, housing service providers, housing developers, community members, and others who were instrumental to the development of the Battle Creek Housing Action Plan. The development of this Plan would not have been possible without the expertise and insights of the following individuals and entities:

City of Battle Creek
Ted Dearing
Rebecca Fleury
John Hart

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Hollander Development
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Jason Muniz

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Zac Bauer
Sonja Dean

MDH Development
Dan Harmsen
Mark Harmsen

Neighborhoods, Inc
Whitney Wardell

New Level Sports Ministries
Malik Goodwin
Pastor Chris McCoy

Northern Initiatives
Kellie Hoffman

Voces
Jose Orozco

Washington Heights UMC
Pastor Monique French

00

Executive Summary

Battle Creek's housing market is stagnant, lacking investment required to meet current and future needs.

Like many communities in Michigan and nationally, Battle Creek has housing challenges, exacerbated by COVID-19. Battle Creek's housing market conditions have only worsened in recent years, while some other southwestern Michigan communities have seen a revival. **Future population and economic growth in Battle Creek depends on the availability of quality, affordable housing to sustain current and attract future residents.**

-1,100

decline in residents since 1990

STAGNANT POPULATION GROWTH. Battle Creek is not capturing regional growth. Since 1990, Kalamazoo and Calhoun Counties combined experienced 10% population growth, but Battle Creek's population declined by 2%.

75%

of homes built before 1980

AGING HOUSING STOCK. While housing options across many typologies are affordable, many homes in Battle Creek are aging and may require significant and costly improvements.

77%

Median household income in Battle Creek compared to region

LOWER HOUSEHOLD INCOMES. Household incomes in Battle Creek have consistently trailed that of neighboring communities, challenging the financial feasibility of new housing development and investments. As a result, housing developers pursue opportunities elsewhere in the region.

See pages 17-39 of this report for more details on these figures.

Housing development barriers, capacity constraints, and program misalignments are the city's greatest housing challenges.

The City of Battle Creek and its partners have recently made progress to enhance housing development and investment, but gaps continue to hamper Battle Creek's housing market.

11.5%

Annual increase in construction material costs since 2021

DEVELOPMENT BARRIERS. Emerging development trends such as rising construction costs and interest rates, combined with lower achievable rents and sales prices compared to the region, exacerbate feasibility challenges for housing development and investment in Battle Creek.

0

Active high-performing housing non-profits in Battle Creek

CAPACITY CONSTRAINTS. A lack of high-performing housing organizations in the market[1] and constrained local resources have prevented the City and providers from sustaining or expanding existing housing programs and services.

0

LIHTC projects in Battle Creek since 2013

PROGRAM MISALIGNMENT. Local, state, and federal housing programs do not fully address Battle Creek's housing needs. Developers and housing service providers have indicated ongoing challenges with accessing state and federal resources.

See pages 81-91 of this report for more details on these figures.

[1] Findings from Battle Creek Housing and Community Development Ecosystem Assessment (2019)
[2] LITHC award allocations as of October 2023

EXECUTIVE SUMMARY | BLUEOVAL PLANT

In February 2023, Ford announced plans to develop BlueOval Battery Park Michigan. The $2.5 billion plant is anticipated to bring 1,700 new jobs to the Battle Creek region.

1,700
Direct Jobs created at BlueOval Plant

2,040
Additional indirect and induced Jobs created

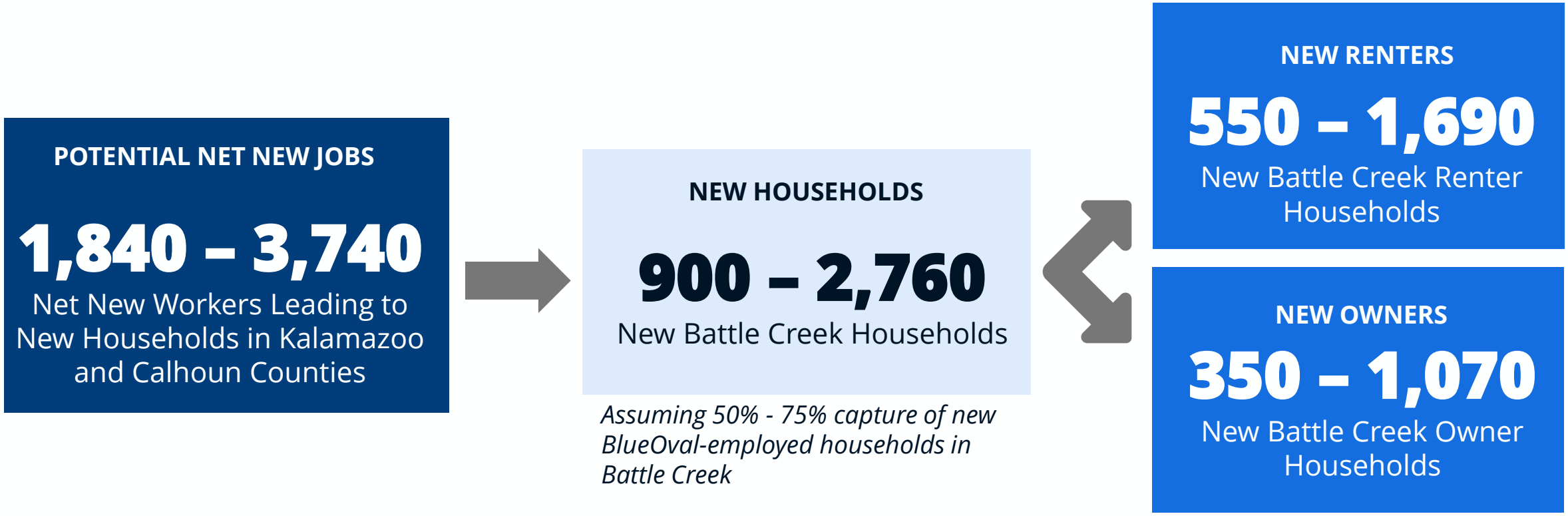
2026
Factory will begin producing LFP battery cells

$2.5B
Ford Capital Investment

20
Gigawatt hours plant capacity

Source: Reuters, 2023.

Battle Creek can increase its population and economic base by attracting BlueOval employees and other new workers to the city.



See pages 44-46 of this report for more details on this estimate.

This housing action plan aims to address Battle Creek's existing and future housing market pressures.

BlueOval and other future economic investments can be a vital asset for Battle Creek's population and economic growth. **However, the city's existing housing market could hinder this growth if future workers from are unable to access quality, affordable housing.** Additionally, the influx of BlueOval workers could create further strains on Battle Creek's housing market by intensifying displacement of long-term, lower income residents.

INCREASED HOUSING MARKET PRESSURES

For-Sale Housing Market

~1,540 Households in the market to buy in Battle Creek at **$238,000**, the price affordable to the average BlueOval household when including current and added BlueOval demand

Rental Housing Pressures

2,800 Rental Unit Deficit for households **making over $60,000**. This deficit will occur because of added new BlueOval households and existing need for quality rental housing.

ADDITIONAL HOUSING CHALLENGES

Neighborhood Change and Displacement

Unchecked population growth could cause rapid population growth in neighborhoods which are **already facing gentrification challenges**.

Neighborhoods such as Washington Heights, a historically Black neighborhood near downtown Battle Creek, **could face further neighborhood change which displaces long-term residents.**

See pages 40-50 of this report for more details on these figures.

[1] Housing gap projections based on ACS data; actual housing gap subject likely to change following publication of Battle Creek Housing Action Plan.

Battle Creek could experience continued population loss and economic decline if its housing challenges are not addressed.

As BlueOval and other new economic drivers come into the region, the City and its partners must ensure that Battle Creek can accommodate new household growth while addressing its existing housing needs. Inaction will further contribute to population decline and stunted economic activity as prospective employers seek alternate markets that can accommodate employee housing needs. This lack of growth would expound disinvestment and social harms that the city is already facing, such as increasing rates of poverty, homelessness, and an eroding tax base.

POPULATION DECLINE

ERODING TAX BASE

JOB LOSS & STUNTED ECONOMIC ACTIVITY

INCREASING RATES OF POVERTY & HOMELESSNESS

The City of Battle Creek and its partners are facing an inflection point in combating its housing challenges while accommodating economic growth. By addressing its ongoing and future housing needs, the City and its partners can position itself to meet the housing needs of existing Battle Creek residents and prospective BlueOval employees while establishing Battle Creek as an attractive destination for future residents.

The City and its partners can leverage existing programs and efforts to scale up programs that address Battle Creek's most pressing housing concerns.

Land Use & Regulatory Tools

1. **Update the City's existing zoning code** to support infill housing typologies.
2. Adopt **pre-approved development plans.**

Development Feasibility Tools

Sources

1. Create a **housing trust fund.**
2. Establish a **revolving loan fund.**

Uses

1. Establish an **emerging developer fund.**
2. Expand existing single-family rehab & repair programs to include a **funding pool for larger-scale projects.**
3. Expand and refine existing **down payment assistance programs.**
4. Create a **community land trust.**

EXECUTIVE SUMMARY | ILLUSTRATIVE FUNDING SCENARIO FOR HOUSING TRUST FUND

A $10 million funding commitment for affordable housing over the next five years could provide rental housing or homeownership opportunities for 70 households per year.

If $10 million were allocated to address Battle Creek's housing needs in the near-term, approximately $4 million (40%) could be allocated towards capitalizing the revolving loan fund. The remaining funding ($6 million) could be allocated towards providing grants and forgivable loans to supporting other priority programs, including expanding down payment assistance programs, establishing a community land trust, and creating a single-family rehab program to supplement existing state and federal resources.

Potential Five-Year Impacts of Local Spending on Affordable Housing

$10 million

Total local funding required to **incorporate all priority recommendations**

$23

Per capita allocated annually

$6 million Grants and Forgivable Loans	$4 million Revolving Loan Fund
Sample Allocation: • **DPA Program (20%)** *10 new homeowners/year* • **Community Land Trust (45%)** *6 new homeowners/year* • **Single-Family Rehab Program (35%)** *5 rehabbed homes/year*	**Projected Impacts:** • 40 – 50 new homes per year or one apartment project (infill or larger-site) per year

See pages 115-117 of this report for more details on these estimates.

[1] Projected funding impacts assumes up to $20,000 per home through revolving loan fund (tax credit and non-tax credit projects); up to $20,000 per prospective homebuyer for down-payment assistance program, up to $75,000 per home for community land trust; up to $70,000 per home for single-family rehabilitation program.
[2] Funding projections assume 3% annual escalation in funding and 10% allocation towards staffing and administration costs.

Resolution Approving Reimbursement Agreement and Recommending Approval of an Act 381 Brownfield Plan

RESOLUTION TO APPROVE A REIMBURSEMENT AGREEMENT WITH SWAN WFH OUTPOST TERRACE, LLC/ SWAN WFH ELDRED CORNER, LLC AND TO RECOMMEND APPROVAL OF THE BROWNFIELD PLAN FOR OUTPOST TERRACE AND ELDRED CORNER TO THE CITY COMMISSION.

At a regular meeting of the Battle Creek Brownfield Redevelopment Authority (BCBRA) Board of Directors held in the Battle Creek Unlimited Board Room at the Frederick R. Brydges Custom Cargo Center at 4950 W Dickman Road, Suite 1, Battle Creek 49037 on February 23rd, 2026, at 3:00 PM.

PRESENT: Steve Claywell, Travis Grimsley, Justin Hodge,Shannon Visger, Alana White, Jeremy Wilson, Jason Woodard, and Amanda Zimmerlin

ABSENT: Tha Par and Tino Smith

MOTION BY: Amanda Zimmerlin

SUPPORTED BY: Jason Woodard

WHEREAS, the Battle Creek Brownfield Redevelopment Authority (the "Authority" or "BCBRA"), pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has prepared and approved a Brownfield Plan (the "Plan") for the redevelopment of six (6) parcels of property commonly known as the Outpost Terrace and Eldred Corner developments, located within the jurisdictional boundaries of the Authority, and has recommended the Plan for approval by the Battle Creek City Commission in accordance with Section 13 of the Act; and

WHEREAS, the BCBRA has, at least 10 days before the meeting of the BCBRA Board of Directors at which this resolution has been considered, provided notice to and fully informed all taxing jurisdictions (the "Taxing Jurisdictions") which are affected by the Financing Plan about the fiscal and economic implications of the proposed Financing Plan, and the Board of Directors has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan in accordance with Sections 14(4) and (5) of the Act; and

WHEREAS, the BCBRA has made the following determinations and findings:

A. The Plan constitutes a public purpose under the Act;

B. The Plan meets the requirements for a Brownfield Plan set forth in Section 13 of the Act;

C. The proposed method of financing the eligible activities, as described in the Plan, is feasible and the BCBRA has the ability to arrange the financing;

D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;

E. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, the BCBRA desires to recommend the Plan to the City of Battle Creek City Commission for consideration and approval as required under Section 14 of Act 381; and

WHEREAS, the BCBRA also desires to approve a Reimbursement Agreement with the Developer related to the Eligible Activities and Tax Increment Revenues described in the Plan, which does not require City Commission approval.

NOW, THERFORE, BE IT RESOLVED THAT:

1. **The BCBRA hereby approves the Reimbursement Agreement** between the BCBRA and Swan WFH Outpost Terrace, LLC/ Swan WFH Eldred Corner, LLC in the form presented, subject to final modifications deemed necessary by legal counsel and staff.
2. **The BCBRA hereby recommends the approval of the Brownfield Plan** for Outpost Terrace and Eldred Corner by the Battle Creek City Commission pursuant to Section 14 of Act 381 and directs staff to transmit the Plan and this resolution to the local governing body for consideration.
3. **Severability.** Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part declared to be invalid.
4. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are herby repealed.

UPON A VOTE FOR THE ADOPTION OF SAID RESOLUTION, THE VOTE WAS:

AYES: Steve Claywell, Travis Grimsley, Justin Hodge,Shannon Visger, Alana White, Jeremy Wilson, Jason Woodard, and Amanda Zimmerlin

NAYES: None

ABSTAINED: None

RESOLTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)ss.

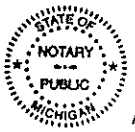
COUNTY OF)

I, the undersigned, the duly qualified and acting Public Notary of County of Calhoun, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Battle Creek Brownfield Redevelopment Authority Board of Directors at a regular meeting held on the 23 day of February, 2026, the original of which resolution is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Michigan Pubic Acts of 1976, including the case of a special or rescheduled meeting, notice by posting at least 18 hours prior to the time set for said meeting.

IT WITNESS WHEREOF, I have hereunto set my official signature, this 23 day of February 2026.

Bridgette Jones

Bridgette R. Jones, Notary Public
Calhoun County, Michigan



BRIDGETTE JONES
My Commission Expires
August 11, 2031
County of Calhoun
Acting in the County of Calhoun

Action Item #5

Act 381 Brownfield Plan and Reimbursement Agreement (Resolution)
Outpost Terrace and Eldred Corner

General Background:

Developer Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC, affiliated entities of Allen Edwin Homes, with support form brownfield consultant Michigan Growth Advisors, have proposed an Act 381 Brownfield Plan for the redevelopment of six vacant parcels totaling approximately 43.75 acres located within the City of Battle Creek. The properties are commonly referred to as the Outpost Terrace and Eldred Corner sites and are located along N East Avenue, Berkley Avenue, Eaton Street, and N 20th Street.

The proposed redevelopment includes the construction of approximately 116 new single family homes, including a portion of income restricted rental housing units. The development is proposed to occur across three project areas: Outpost Terrace East, Outpost Terrace North, and Eldred Corner. The total capital investment across all project sites is estimated to be approximately $35 million, with construction anticipated to begin in Summer 2026 and occur in phases through approximately 2031, depending on the project site.

The properties are considered “eligible property” under Act 381 based on their classification as “Housing Property”, as defined in Section 2(y) of the Act, due to the proposed construction of residential housing units.

Housing Need:

2024 HR&A Study:

- As identified in the 2024 HR&A Battle Creek Housing Action Plan, the City of Battle Creek currently faces a significant housing shortage, including an estimated 1,200 unit rental supply deficit for households earing above 80% AMI.
- In addition, anticipated job growth associated with the Ford BlueOval Battery Park project in Marshall is expected to generate demand for an additional 2,800 housing units over the next five years, including both rental and owner occupied housing.
- The Plan further identifies a growing demand for new single family housing, particularly for households earning above 80% AMI, as well as a limited supply of newer housing stock within the City.

The proposed Outpost Terrace and Eldred Corner developments directly respond to these identified housing needs by introducing new single family housing options, including income restricted rental units, within established residential neighborhoods in Battle Creek.

Eligible Costs:

EGLE Eligible Activities Costs and Schedule				
EGLE Eligible Activities	Outpost Terrace East	Outpost Terrace North	Eldred Corner	Completion Season/Year
Department Specific Activities Sub-Total	$ -	$ -	$ 3,000	
Environmental Site Assessments	$ -	$ -	$ 3,000	
EGLE Eligible Activities Sub-Total	$ -	$ -	$ 3,000	
MSDHA Housing Development Activities Costs and Schedule				
MSHDA Eligible Activities	Cost	Cost	Cost	Completion Season/Year
Demolition Sub-Total	$ -	$ -	$ 133,833	Fall 2028
Site Demolition	$ -	$ -	$ 133,833	
Infrastructure Sub-Total	$ 692,205	$ 2,385,844	$ 1,191,034	Fall 2031
Pipework, Roadwork, Sidewalks, ROW Earthwork	$ 371,405	$ 1,208,704	$ 572,380	
Gas Infrastructure	$ 20,000	$ 33,840	$ 34,000	
Street Lighting and Electric infrastructure	$ 5,000	$ 198,000	$ 32,564	
Sewer and Water Connections and Fees	$ 134,400	$ 214,500	$ 181,390	
Gas and Electric Service	$ 9,600	$ 39,600	$ 20,400	
Sidewalk	$ -	$ 39,600	$ 20,400	
Driveways and Approaches	$ 68,800	$ 283,800	$ 163,200	
Landscaping	$ -	$ 55,000	$ 8,000	
Street Trees	$ -	$ 19,800	$ 18,700	
Engineering and design of the above	$ 83,000	$ 293,000	$ 140,000	
Site Preparation Sub-Total	$ 235,670	$ 1,068,470	$ 330,133	Fall 2031
Site Clearing	$ 22,750	$ 104,000	$ 10,500	
Soil Erosion Control	$ 72,000	$ 78,250	$ 58,253	
Stripping and Excavation	$ 26,720	$ 110,220	$ 56,780	
Fill	$ 32,000	$ 132,000	$ 68,000	
Grading	$ 60,400	$ 554,900	$ 94,100	
Backfill and Land Balancing	$ 20,000	$ 82,500	$ 42,500	
Temporary Drives	$ 1,800	$ 6,600		
Affordable Housing Financing Gap	$ 1,460,520	$ 5,842,080	$ 3,651,300	
Brownfield Plan/Act 381 Work Plan	$ 10,000	$ 10,000	$ 10,000	Winter 2026
Brownfield Plan Implementation	$ 16,666	$ 16,668	$ 16,666	
MSHDA Eligible Activities Sub-Total	$ 2,415,061	$ 9,323,062	$ 5,332,966	
Contingency (15%)	$ 139,181	$ 518,147	$ 165,500	
Interest	$ 857,431	$ 3,273,939	$ 1,580,994	
Total Brownfield Eligible Activities	$ 3,411,673	$ 13,115,148	$ 7,082,460	

Capture:

The duration of the Brownfield Plan is anticipated to be up to 30 years, inclusive of tax increment revenue (TIR) capture for reimbursement of eligible activities, followed by an additional capture period dedicated to the Local Brownfield Revolving Loan Fund (LBRF), as permitted under Act 381. The total amount of eligible activities under the Plan is estimated at approximately $23.6 million.

Of the total tax increment revenues anticipated to be captured over the life of the Plan:

- Approximately $12.9 million represents the maximum potential reimbursement to the developer for eligible environmental and non environmental activities;
- Approximately $6.5 million is anticipated to be captured and deposited into the Local Brownfield Revolving Fund (LBRF);
- Approximately $1.6 million is anticipated to be captured by the State Brownfield Redevelopment Fund; and
- Approximately $2.6 million is anticipated to be captured by the Battle Creek Brownfield Redevelopment Authority to cover administrative and implementation costs.

Actual reimbursement amounts are dependent on construction timing, taxable value growth, and submission and approval of eligible cost documentation in accordance with Act 381 and the approved Brownfield Plan.

Outcomes:

- 116 new single family homes constructed across six parcels
- 45 income restricted rental units (approximately 39% of total units) restricted at 100% AMI for a 10 year affordability period
- Approximately $35 million in new private investment
- Phased residential development across three project areas
- New public infrastructure including roads, utilities, sidewalks, and site improvements
- Long term addition to the City's housing stock addressing identified housing shortages
- Capture to the Local Brownfield Revolving Fund, State Brownfield Redevelopment Fund, and BCBRA administrative expenses over the life of the plan

Staff Reimbursement Agreement Review:

Staff has reviewed a draft Brownfield Plan Reimbursement Agreement between the BCBRA and Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC. The agreement establishes how eligible project costs may be reimbursed using tax increment revenues generated by the development, consistent with the approved Brownfield Plan and Act 381.

Key Terms Include:

- Developer reimbursement is contingent upon submission of cost reimbursement request in accordance with the Plan
- Approximately 45 of 116 homes (=39%) will be maintained as income restricted rental housing at 100% AMI for a minimum 10 year affordability period.

- The developer must submit income and rent documentation and reporting pursuant to Act 381 reporting requirements under MCL 125.2666(7,9).

Staff Recommendation:

******Approve the attached resolution recommending City Commission approval of the Outpost Terrace and Eldred Corner Act 381 Brownfield Plan.******

Resolution No: 348

City Commission Meeting 4/7/2026

348 - A Resolution adopting Ordinance 10-2026, amending Section 296.09 of the Battle Creek Code of Ordinances, "Retirements".

Battle Creek City Commission

Action Summary

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

Summary

RESOLUTION NO. 348

Resolved by the Commission of the City of Battle Creek:

That the following sections are adopted:

Section 1. The proposed Ordinance, amending Section 9 of Chapter 296, "Retirements" attached hereto is adopted.

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

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

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

Budgetary Considerations
None.

History, Background and Discussion

Section 296.09(c) of the Battle Creek Code of Ordinances currently provides that retirees may not be re-hired by the City, except by a determination of the City Manager with the approval of the City Commission. Repeal of this provision will enhance the City's ability to rehire a retiree whose expertise or historical knowledge is needed in a critical position in order to sustain operations while the City recruits for a permanent replacement. The flexibility to rehire in this capacity has the added benefit of reducing knowledge or skill gaps as well as streamlining the onboarding and training process(es) in key roles. The City Manager would make this determination on an as-needed basis and within the parameters and restrictions that may already be in place if the retiree is receiving pension benefits (ex: hours or income not to exceed limits set by applicable plan rules or conditions).

In addition, Section 298.09(f) currently specifies that "A day of work, for all employees, for retirement purposes, shall consist of eight hours." This section is unnecessary and is controlled by the plan documents for the various retirement plans utilized by the City as approved by the Commission. Repeal of this section thus removes an obsolete provision and clarifies the City's Code of Ordinances.

This Ordinance was introduced on March 17, 2026. At that time, the Commission amended the proposed ordinance from the floor to limit the duration of any retiree rehiring to six months, after which Commission approval will be required.

Positions

Staff supports this amendment.

Attachments

1. 296.09 Retirement As Amended 2026.03.17 296.09 Retirement As Amended 2026.03.17.pdf

296.09 RETIREMENT.

(a) City employees who are not police officers or fire-fighters are members of the Michigan Municipal Employees' Retirement System, Plan C-2, with a B-1 base, and the E benefit and F-55 waiver, as defined by Public Act 135 of 1945, as amended. Any member of this Retirement System may voluntarily retire upon attainment of age fifty-five years with fifteen or more years of service, or age sixty years with ten or more years of service. The normal retirement age is sixty-five. Retirement is mandatory when an employee reaches seventy years of age.

(b) Each police officer or fire-fighter employed by the City shall immediately become a member of the Policemen and Firemen Retirement System. Any member of this Retirement System may voluntarily retire upon attainment of age fifty years after twenty-five years of service. Any police officer or fire-fighter who has attained the age of sixty may be asked to retire by the City. After age sixty, the employee, upon petition to the City Manager, may continue on a year-to-year basis to age sixty-five. In order to continue on this year-to-year basis, the employee may be asked to provide medical proof, at his own expense, that he is physically fit to continue work. Retirement is mandatory when an employee reaches sixty-five years of age.

(c) No person shall be employed by the City, or paid with City funds, who has retired under the provisions of either the Michigan Municipal Employees' Retirement System or the Policemen and Firemen Retirement System. The City Manager may make exceptions to this provision **FOR A PERIOD NOT EXCEED SIX (6) MONTHS,** ~~with the approval of the City Commission,~~ when they~~he~~ feel~~s~~ the interests of the City would be served thereby. **THE CITY COMMISSION MAY, BY RESOLUTION, MAKE FURTHER EXCEPTIONS TO THIS PROVISION FOR PERIODS LONGER THAN SIX (6) MONTHS.**

(d) Every employee, except members of the Policemen and Firemen Retirement System, shall be subject to the provisions of the Federal Social Security Old Age and Survivor's Insurance Program and deduction to cover such payments shall be made from each payroll to the maximum as the law provides.

(e) Additional information on retirement shall be provided by the office of Employee Relations.

~~(f) A day of work, for all employees, for retirement purposes, shall consist of eight hours.~~

(f~~g~~) Past requirement benefits for retired police and fire employees of the City under the provisions of Act 345 of the Public Acts of 1937, as amended, shall be adjusted as follows:

(1) Effective January 1, 1996, and each January 1 thereafter, the minimum monthly pension benefit shall increase a maximum of one hundred dollars ($100.00) until a minimum monthly pension benefit of one thousand dollars ($1,000) is reached. This increase would also affect beneficiaries receiving the automatic sixty percent benefit and those receiving benefits of members who elected options other than the automatic sixty percent. Such survivor benefits shall be capped once the member's original benefit would have reached one thousand dollars ($1,000) per month.

(2) This pension adjustment shall apply only to those members and beneficiaries who are retired and receiving a pension benefit as of the effective date of this subsection.

Resolution No: 349

City Commission Meeting 4/7/2026

349 - A Resolution adopting Ordinance 11-2026, amending Section 21 of Chapter 882 of the Battle Creek Code of Ordinances, to extend the commencement and completion deadlines for the Blue Light Development PILOT.

Battle Creek City Commission

Action Summary

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

Summary

RESOLUTION NO. 349

Resolved by the Commission of the City of Battle Creek:

That the following sections are adopted:

Section 1. The proposed Ordinance amending Section 21 of Chapter 882 "Real Estate Taxation," by amending the terms of the Payment in Lieu of Taxes (PILOT) ordinance to reflect the restructuring for the "Blue Light Redevelopment Project" as attached and made a part of here is adopted.

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

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

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

Budgetary Considerations
None.

History, Background and Discussion
In 2025, the City Commission amended Ordinance 882.21 to, among other things, extend the construction and occupancy deadlines for the Blue Light Redevelopment Project from 2025 to 2026 (for construction) and 2026 to 2027 (for occupancy). The developer has made progress towards a financial closing but certain outstanding construction and financing matters remain to be finalized such that the financial closing will not occur until after April 1, 2026. The developer is confident that the financial closing and construction commencement will occur later this spring or early this summer, but is requesting a 1-year extension - from 2026 to 2027 (for construction) and 2027 to 2028 (for occupancy) - out of an abundance of caution.

This Ordinance was introduced at the 3/17/2026 meeting of the City Commission.

Positions
Staff supports this amendment.

Attachments
1. 2026.03.10 882.21 Blue Light Development PILOT Ord Amend — 2026.03.10 882.21 Blue Light Development PILOT Ord Amend.pdf
2. Letter to Ted Dearing(64166847.1) — Letter to Ted Dearing(64166847.1).pdf

882.21 EXEMPTION FOR BLUE LIGHT REDEVELOPMENT PROJECT.

An Ordinance to provide for a service in charge in lieu of taxes for a housing development for low income persons and families to be financed with a Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq.).

(a) Purpose; City Authority and Findings of Fact.

(1) It is determined that a proper public purpose of the State of Michigan and its political subdivisions is to assist in the provision of housing for its residents of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with state law.

(2) The City is authorized to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under the Act, at any amount it chooses, but not exceeding the taxes that would be paid but for the Act. It is also found that such housing for low income persons and families is a public necessity and that the City will be benefited and improved by such housing, and that the encouragement of the same by providing a certain real estate tax exemption for such housing is a valid public purpose. It is further found that the continuance of the provisions of this section for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this section are essential to the determination of economic feasibility of the housing development that is constructed with financing extended in reliance on such tax exemption.

(3) The City acknowledges that the Sponsor now has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority for the mortgage holder, Blue Light 9 Limited Dividend Housing Association Limited Partnership, and the maintenance of the same, to acquire and construct, own and operate a housing development identified as Blue Light Redevelopment Project on certain property located at 200 Capital Avenue SW in the City of Battle Creek to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this Housing Development an annual service charge for public services in lieu of all ad valorem property taxes.

(b) Definition of Terms. All terms in this section shall be defined as set forth in the Act, except as follows:

(1) "Act" means the State Housing Development Authority Act, being Public Act 346 of 1966, as amended.

(2) "Annual Shelter Rent" means the total collections during the period January 1 through December 31 of each year paid on behalf of all occupants of the development representing rent or occupancy charges, exclusive of the portion of said charges attributable to utilities.

(3) "Authority" means the Michigan State Housing Development Authority.

(4) "City" means the City of Battle Creek, a home rule municipality organized pursuant to Public Act 279 of 1909, as amended and located in Calhoun County, Michigan.

(5) "Housing Development" means the multiple family housing development to be constructed in the City of Battle Creek at 200 SW Capital Avenue, to be known as Blue Light Redevelopment Project which shall contain up to 96 residential units, of which at least 48 units will be subject to the restrictions of the LIHTC Program and the remaining units shall be reserved for Workforce Housing (as defined by the Act). The Housing Development shall also consist of such other housing, commercial, recreational, industrial, communal and educational facilities as the Authority has determined improves the quality of the Housing Development as it relates to housing for Low Income Persons and Families.

(6) “LIHTC Program” means the low income housing tax credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

(7) "Low Income Persons and Families" means persons and families eligible to move into any of the up to 96 units within the Housing Development.

(8) "Mortgage Loan" means any of the following: (i) A below market interest rate mortgage insured, purchased, or held by the secretary of the department of housing and urban development; (ii) A market interest rate mortgage insured by the secretary of the department of housing and urban development and augmented by a program of rent supplements; (iii) A mortgage receiving interest reduction payments provided by the secretary of the department of housing and urban development; (iv) A mortgage on a housing project to which the Authority allocates low income housing tax credits under section 22b of the Act; (v) A mortgage receiving special benefits under other federal law designated specifically to develop low and moderate income housing, consistent with this Act; or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing development, and secured by a mortgage on the Housing Development.

(9) "Sponsor" means Blue Light 9 Limited Dividend Housing Association Limited Partnership in which Edison Community Partners, LLC is a General Partner, which has or will apply for a Mortgage Loan to finance the Housing Development under this section and any entity that receives or assumes a Mortgage Loan for the Housing Development.

(10) "Utilities" means charges for gas, electric, water, sanitary sewer service and other utilities that are paid by the Sponsor.

(11) "Section 42" means Title 26 United States Code Section 42 of the Internal Revenue Code of 1986, as amended.

(c) Applicable Class of Housing Developments. It is determined that the class of housing development to which the tax exemption set forth in this section shall apply and for which a service charge shall be paid in lieu of such taxes shall be a housing development for Low Income Persons and Families that are financed with a Mortgage Loan. The tax exemption provided by this section shall apply, notwithstanding any language in Section 882.01 to the contrary, and the language in this section shall govern any conflict between this section and Section 882.01 so long as this section is in effect. Based on representations and warranties of the Sponsor, it is determined that the Housing

Development subject to this section is a housing development eligible for tax exemption provided by Section 15a of the Act.

(d) Establishment of Annual Service Charges.

(1) The housing development to be known as Blue Light Redevelopment Project and the property on which it will be located and constructed shall be exempt from all ad valorem property taxes as provided in below subsection (2) from and after the substantial completion of construction or rehabilitation until this Section 882.21 terminates pursuant to its terms. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this section and the qualification of the Housing Development for exemption from all ad valorem property taxes and a payment in lieu of taxes as established by this section. Therefore, in consideration of the Sponsor's offer, subject to the receipt of an LIHTC Program allocation from the Authority to assist the Sponsor to purchase, construct, own, and operate the Housing Development, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes.

(2) Subject to receipt of a Mortgage Loan, the annual service charge to be paid in lieu of taxes shall be equal to 4.00% of the Annual Shelter Rents actually collected by the Housing Development during each operating year pursuant to the terms set out below in subsection (g).

(3) Nothing in this section shall be construed to exempt the Housing Development and property on which it is constructed from any special assessment for street or other public improvements or as a result of its location within a business improvement district authorized by 1999 Public Act 49, as amended.

(4) The determination of when each housing unit in the Housing Development is occupied by a tenant qualified under the definition of Low Income Persons or Families shall be made for each year as of December 31st of the immediately preceding year.

(e) Contractual Effect of Ordinance. Notwithstanding the provisions of Section 15a(5) of the Act to the contrary, a contract between the City and Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption, accept payment in lieu of taxes, as previously described, is effectuated by the enactment of this section. However, nothing contained in this section shall constitute a waiver of any rights the City of Battle Creek may possess or exercise under the provisions of Section 15(a)(2) of the Act, provided the exercise of such rights does not, in the opinion of the Authority, impair the economic feasibility of the Housing Development or the Mortgage Loan. Notwithstanding the contractual effect of this section, this section:

(1) Shall be null and void if construction of the Housing Development has not commenced by April 1, **2027** ~~**2026**~~ or the Housing Development has not been issued certificates of occupancy by December 31, **2028** ~~**2027**~~;

(2) The service charge to be paid each year in lieu of taxes for the part of the Housing Development that is tax exempt but which is occupied by other than Low Income Persons or Families shall be equal to the full amount of the taxes which would be paid on that

portion of the Housing Development if the Housing Development were not tax exempt; and

(f) Payment of Service Charge. The annual service charge in lieu of taxes as determined under paragraph (d)(2) is payable to the City on or before February 14th of the year following the year for which payment is due. Failure to pay the service charge on or before February 14th of each year shall result in the service charge being subject to one (1%) percent interest per month until paid. If any amount of the annual service charge or accrued interest shall remain unpaid as of December 31 of each year, the amount unpaid shall be a lien upon the real property constituting Blue Light Redevelopment Project upon the City Treasurer filing a certificate of non-payment of the service charge, together with an affidavit of proof of service of the certificate of non-payment upon the Sponsor with the Calhoun County Register of Deeds, and proceedings may then be had to enforce the lien as provided by law for the foreclosure of tax liens upon real property.

(g) Duration and Conditions. Commencing in the tax year in which construction of the Housing Development is substantially completed, and ending with the tax year falling 50 years after substantial completion of the Housing Development this section shall remain in effect and shall not terminate from the effective date hereof, provided that all of the following requirements are in existence and continue to be met:

(1) At least 48 units of the Housing Development remain subject to income and rent restrictions pursuant to the LIHTC Program and the remaining units of the Housing Development are reserved for Workforce Housing (as defined by the Act); and

(2) That the construction of the development has commenced on or before April 1, **2027** ~~**2026**~~ and has been issued certificates of occupancy by December 31, **2028** ~~**2027**~~; and

(3) The Mortgage Loan or grant from the Authority is outstanding.

In addition to the foregoing, the Sponsor shall make all annual reports supporting its claimed annual shelter rent and reduced rent allocation for the preceding annual period by February 14 of each year, and failure to do so shall result in a late fee of fifty dollars ($50.00) per month, which amount shall accrue one (1%) percent interest per month until paid.

(h) Benefits. The Sponsor shall allocate the benefits of the tax exemption granted pursuant to this section exclusively to the Low- Income Persons and Families of the Housing Development in the form of reduced rent. Such benefits shall not be allocated to market rate persons or families. The Sponsor shall submit to the City, in its annual report documentation to verify Sponsor's compliance with this requirement.

(i) Audit and Inspection of Records. Subject to any limitations imposed by law, the Sponsor shall provide to the City annually, with its payment in lieu of taxes, such accounting records, audits and financial reports as will allow the City to verify the computation of the annual service charge as provided by this section. The Sponsor shall maintain such records of rent or occupancy charges received and the occupancy of units in the Housing Development as will permit the City to verify which of the units in the Housing Development have been occupied by Low Income Persons and Families. Subject to any limitations imposed by law, the books and records of the Sponsor

pertaining to the Housing Development shall be available for review and audit by the City at all times.

(j) Lien. Annual service charges as well as any late fees payable pursuant to this section shall be a lien on the Housing Development, and, if delinquent, shall be collected and enforced in the same manner as general property taxes.

(k) Description of Development Site: The northern center portion of URBAN RENEWAL PLAT NO 1 LOTS 11, 17 & 18, EXC PART OF LOT 11: BEG SE COR OF SD LOT 11, BEING NW COR OF INT OF CAPITAL AVE AND FOUNTAIN ST – N 54° 15’ E 185.32 FT ALG WLY LI OF CAPITAL AVE TO TRUE POB – CONTN N 54° 15’ E 300 FT ALG SAME – N 01° 09’ 30” E 51.15 FT ALG ELY MOST LI OF LOT 11 – N 48° 31’ W 300 FT ALG SLY LI OF DICKMAN RD – SLY 425 FT M/L TO POB. Parcel #8630-11-005-0. Subject to easements and restrictions apparent and of record.

(l) Severability. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

(m) Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

HONIGMAN

Steve J. Rypma
Office: 269.337.7842
Mobile: 317.504.5740
srypma@honigman.com

March 10, 2026

Ted E. Dearing
Assistant City Manager
10 North Division Street Rm 206
Battle Creek, Michigan 49014

Re: Extension of PILOT Ordinance for Blue Light Redevelopment Project

Dear Mr. Dearing,

This firm represents Blue Light 9 Limited Dividend Housing Association Limited Partnership (the "Owner"), the proposed owner/operator of the Blue Light affordable housing project to be developed at 200 SW Capital Avenue in the City of Battle Creek, also known as "Riverbend at Capital" (the "Development"). The Development is currently supported by a PILOT Ordinance under MCL 125.1415a, which was awarded to the Development by Section 882.23 of the Codified Ordinances of the City of Battle Creek, Michigan (the "PILOT Ordinance").

The PILOT Ordinance requires the Owner to commence with construction of the Development no later than April 1, 2026 and to complete construction and obtain certificates of occupancy by December 31, 2027. While the Owner continues to make progress towards a financial closing, there are certain outstanding construction and financing matters that are still being finalized; as such, the financial closing will not occur until after April 1, 2026. Owner would like to request a 1-year extension of the deadlines set forth in the PILOT Ordinance, such that the commencement of construction of the Development will occur no later than April 1, 2027 and completion of the Development will occur no later than December 31, 2028. The Owner is confident that the financial closing and construction commencement will occur no later than Spring/early Summer, but requests the full 1-year extension out of an abundance of caution.

Please advise if you need anything further from the development team in connection with this request. We appreciate the City's continuing support of the Development.

Very truly yours,

HONIGMAN LLP

Steve J. Rypma

Agenda: Battle Creek City Commission

Meeting Date: March 17, 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 Comm. Carla Reynolds.

ROLL CALL

City Commission

Mayor Mark Behnke
Commissioner Jessica LaCosse
Commissioner Patrick O'Donnell
Commissioner Christopher Simmons
Commissioner Paige Katsarsky-Smith
Commissioner Jim Lance
Commissioner Carla Reynolds
Vice Mayor Sherry Sofia
Absent: Commissioner Jenasia Morris

City Staff

Amanda Zimmerlin, City Manager
Ted Dearing, Assistant City Manager
Shannon Bagley, Police Chief
Chad Frein, IT Director
Mallory Avis, Transportation Director, TACC
William Kim, City Attorney
Victoria Houser, City Clerk
Michelle Hull, HR Director
Steve Skalski, Public Works Director
Helen Guzzo, Community Development Manager

PROCLAMATIONS AWARDS

Beautiful Battle Creek Awards for March 2026

Mayor Behnke presented the Beautiful Battle Creek Awards.

Proclamation for Colorectal Cancer Awareness Month 2026

Mayor Behnke presented a proclamation declaring March 2026 as "Colorectal Cancer Awareness Month" in the greater Battle Creek area, encouraging the community to bring

awareness to the importance of prevention of colorectal cancer by attending the Get Your Colon Rollin' event on May 30, 2026, at 10:00 am in Riverside Park.

Proclamation for National Donate Life Month 2026

Mayor Behnke presented a proclamation declaring the month of April 2026 as "National Donate Life Month" in the greater Battle Creek area, a time to educate everyone about organ, eye and tissue donation and to honor and remember donors and the lives they have saved and healed. The decision to be a donor gives hope to the 107,000 people on the National Organ Transplant Waiting List who are waiting for a second chance at life.

CHAIR NOTES ADDED OR DELETED RESOLUTIONS

There were no added or deleted resolutions.

PETITIONS COMMUNICATIONS REPORTS

Clerk Houser noted a communication was received from Reverend Julie Elmore, Chapel Hill United Methodist Church, and Sanho Steele-Louchart.

PUBLIC COMMENT REGARDING ANY REMAINING AGENDA ITEMS

Marilyn Struble, Deana Spencer, Charlie Fulbright, Christine Terpening, David Moore, Anthony Pennock, Jill Anderson, Robin McCarthy, James Dells, Kaciana Champlin, Taylor Holcomb, Clare Tanner, Pastor Janet Wilson, Emm (M), Kayla McCarthy, McKenzie McCain, Erius Cruz, Adele Dennison, Javana Cosner, Jim Eldridge, Roger Ballard, Allison Carter, Mary Norris, and Alex requested the Commission approve the resolution to fly the PRIDE flag throughout July.

Autumn Smith and Steve Koch expressed opposition to the raising of flags other than official US, state and local flags, to include military flags.

John Kenefick commented on resolutions 341 and 342 regarding HUD funds for the Lead Abatement program.

INTRODUCTION OF ORDINANCES

#10-2026 - A Proposed Ordinance, 10-2026, to amend Section 296.09 of the Battle Creek Code of Ordinances, "Retirements".

Vice Mayor Sofia agreed there was a need to rehire retirees occasionally, but expressed concern if the rehire was longer than 6 months.

Vice Mayor Sofia, supported by Comm. Simmons, made a motion to amend the ordinance introduction to allow for the employment of retirees for up to 6 months, after which Commission approval will be required.

Comm. Simmons noted retirees are often rehired until a position is filled, asking if a limit of 6 months would hamper the City's needs.

Michelle Hull, HR Director, stated the rehire of retirees generally help to support short-term needs, but may also be needed to help until a vacancy is filled, often rehired via a contract.

Motion/Vote 1
Motion to Amend
Moved By: Sherry Sofia
Supported By: Christopher Simmons

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

Motion to Approve as Amended
Moved By: CARLA REYNOLDS
Supported By: CHRISTOPHER SIMMONS

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

#11-2026 - A Proposed Ordinance, 11-2026, to amend Section 21 of Chapter 882 of the Battle Creek Code of Ordinances, to extend the commencement and completion deadlines for the Blue Light Development PILOT.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

ADOPTION OF ORDINANCES

329 - A Resolution adopting Ordinance 07-2026, adding Section 23 to Chapter 882, Real

Estate Taxation, authorizing a Payment in Lieu of Taxes (PILOT) for the Station Side Lofts development.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

330 - A Resolution adopting Ordinance 08-2026, adding Section 24 to Chapter 882, Real Estate Taxation, authorizing a Payment in Lieu of Taxes (PILOT) for the Station Side Senior Lofts development.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

331 - A Resolution adopting Ordinance 09-2026, adding Section 25 to Chapter 882, Real Estate Taxation, authorizing a Payment in Lieu of Taxes (PILOT) for the Station Side Townhomes development.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

COMMISSION COMMENT REGARDING MEETING BUSINESS

There were no Commission comments.

CONSENT AGENDA

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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 March 3, 2026 City Commission Regular Meeting

Petitions, Communications, Reports

City Manager's Report for March 17, 2026

Review Committee Meeting Minutes for March 10, 2026

Resolutions

332 - A Resolution reappointing Paul Conkey to the Battle Creek Downtown Development Authority.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

333 - A Resolution reappointing Steven Claywell to the BCTIFA / Brownfield Redevelopment Authority.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

334 - A Resolution reappointing Deboraha Sallee to the Historic District Commission.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

335 - A Resolution appointing Mallory Avis, Joseph duLac, Mark Harvey, John Hughes, Derek King, Michael Miller, Michael Moakley, Scott Niecko and Commissioner Jim Lance as new members to the Lakeview Downtown Development Authority Board.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

336 - A Resolution reappointing James Eldridge, Sharon Miller, Jana Davis, Karen Roebuck and Rebecca Squires to the License Review Board.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

337 - A Resolution appointing Jana Davis as a new member to the Sustainable Battle Creek Committee.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

338 - A Resolution appointing Tonya Warren, Diana Cole and Donna Kowalski to Neighborhood Planning Council #10: Westlake/Prairieview.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

339 - A Resolution seeking approval to direct staff to fly the Donate Life Flag at City Hall from noon on April 1, 2026 through April 30, 2026.

Comm. La Cosse expressed support for the raising of the Donate Life flag, sharing that her father was a double lung recipient, which gave him 5 additional years to be with his children.

Vice Mayor Sofia, stating she is not opposed to the Donate Life or PRIDE organizations, clarified that she is opposed to any flag other than US, State and City flags being flown at City Hall.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

MOTION Passed

340 - A Resolution seeking approval to direct staff to fly the Pride Flag at City Hall from July 1, 2026 through July 30, 2026.

Comm. La Cosse emphasized the importance of always being inclusive and to love your neighbor, rather than hate others because of their differences.

Comm. Simmons, noting the flag policy was adopted prior to his current term on the Commission, and later updated by a committee to its current version, stated he is not in favor of the City's flag policy and would prefer the policy were eliminated. Comm. Simmons noted he has supported the raising of many organizational flags in the past, but has been, and continues to be, frustrated with the political hostility when a commissioner votes against the raising of other flags. Comm. Simmons stated he even received a lot of hostility when he has supported the raising of a flag. As to the PRIDE organization, Comm. Simmons expressed disappointment that an organization that advocates inclusivity instead becomes hostile to those who express a different opinion, noting the attendees' disrespect of a previous speaker this evening who did not share their support of the flag.

Comm. O'Donnell stated there are a lot of behind-the-scenes actions that are hostile and divisive, agreeing the flag policy needs to be eliminated or changed.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

Ayes: Jessica Lacosse, Mark Behnke, Carla Reynolds, Christopher Simmons, James Lance
Nays: Paige Katsarky-Smith, Patrick O'Donnell, Sherry Sofia

Abstain: None

MOTION Passed

341 - A Resolution seeking authorization for the City Manager to sign a Subrecipient Agreement with Community Action Agency of South Central Michigan (CA) for four years in the amount of $1,493,015 to conduct 28 lead abatement projects in Calhoun County in areas outside the City of Battle Creek, and to sign a Memorandum of Understanding (MOU) with Community Action documenting the collaboration and ensuring the non-duplication of HUD-funded programming.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

342 - A Resolution seeking authorization for the City Manager to sign four (4) contracts for billboard advertising with Adams Outdoor Advertising for lead poisoning prevention funded by the HUD Lead Hazard Reduction grant for a total of $212,980.

Comm. La Cosse noted these were HUD grant funds, they were not from the City's General Fund.

Comm. O'Donnell emphasized the importance of lead abatement, stating lead exposure causes many developmental impairments in children, whether they are exposed in their homes or the environment.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

343 - A Resolution seeking acceptance of the proposal of best value from DCSE, Inc., for Professional and Technical Services for ArcGIS Utility Network Migration in a not-to-exceed amount of $165,890.00.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

344 - A Resolution seeking authorization for Firefighter Thomas Burke to purchase 12 months of military time for the purpose of increasing his service credit toward retirement.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

345 - A Resolution authorizing the City Manager to accept Water Infrastructure from Marshall Area Economic Development Alliance ("MAEDA").

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

346 - A Resolution authorizing City participation in the Remnant Defendants National Opioid Settlement.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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

347 - A Resolution recognizing Ted Dearing's many contributions and years of service to the City of Battle Creek.

Comm. La Cosse thanked Mr. Dearing for his assistance during the beginning of her term of office, stating he has been a god-send.

Comm. O'Donnell thanked Mr. Dearing for all his years of service, helping the City to grow and improve.

Comm. Simmons reminded Mr. Dearing that if the ordinance introduction passes he can be rehired for up to 6 months.

Mayor Behnke thanked Mr. Dearing for his service as Mayor, Assistant City Manager, and Interim City Manager when the City needed someone to fill the role.

Motion/Vote 1
Motion to Approve
Moved By: Carla Reynolds
Supported By: Christopher Simmons

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)

Mary Fields thanked the commission for the work they do, encouraging the City to market vacant lots, thus increasing revenue while also reducing yard maintenance costs.

David Moore congratulated Mr. Dearing on his impending retirement, also thanking him for

doing a great job for everyone.

Anthony Pennock commented on the affects of lead exposure to children, stating that as a special education teacher, he sees the impact environmental hazards have on children.

Autumn Smith commented on a prior FOIA request that the commission reversed the denial of, stating she continues to have issues receiving the documents.

Richard Lindsey, attorney for MAEDA, thanked the commission for supporting the transfer of water infrastructure, complimenting the City for their intergovernmental cooperation.

Dena Spencer thanked the commission for listening to their comments and concerns, and approving the resolution to raise the PRIDE flag.

Christine Terpening thanked the commission for listening and passing the resolution, stating she was excited to tell her community, Vermontville, about the approval.

Kaciana Champlin congratulated Ted Dearing, her uncle, on his retirement.

Travis Parker, Ferrell Gas, General Manager, discussed the benefits of propane gas, a clean energy source, for homes, businesses and vehicles, noting the FTA provides grant funding to replace transit vehicles.

Charlie Fulbright thanked the Commission for their approval to fly the PRIDE flag, also thanking the Commission for the proclamations for Colorectal Cancer Awareness month and Donate Life month, sharing that family members have been affected by both. Mr. Fulbright also apologized to the Commission for any past harassing or offensive behavior by himself or the organization.

Kathy Antaya thanked the Commission for approving the raising of the Pride and Donate Life flags, stating this shines a light on both organizations. Ms. Antaya also thanked the community for the overwhelming donation of blankets for the Share Center Blanket Drive, acknowledting the community's generosity.

John Kenefick commented on the City's merger with Battle Creek Township more than 50 years ago, which as a larger municipality, became eligible to receive CDBG funding, which funds Code Compliance, questioning their work.

COMMISSION COMMENTS

Comm. O'Donnell stated he knows several people affected by lead contamination in their homes and appreciates the lead abatement opportunities allowed by the HUD grant. Comm. O'Donnell also noted the Calhoun County Land Bank, located in Marshall, has several properties throughout Calhoun County for sale. Comm. O'Donnell reminded everyone to maintain their scheduled testing to detect colorectal cancer early.

Comm. LaCosse thanked everyone for sharing their personal stories. Comm. LaCosse also

announced the 2nd Annual Mother-Son Challenge, sponsored by the B2-Squared Foundation, led by Britteny Dowdy, to raise funds to send 40 local youth to camp. (www.b-squaredfoundation.org)

ADJOURNMENT

Mayor Behnke adjourned the meeting at 9:03 pm.

DATE: 04/2/2026

TO: Mayor, Vice Mayor and City Commissioners

FROM: Ted Dearing, Assistant City Manager

RE: City Manager's Report – April 7, 2026, Regular Meeting Agenda

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A Public Hearing to receive comment on the Brownfield Plan for the proposed Allen Edwin Homes redevelopment projects, Outpost Terrace and Eldred Corner.

This is a Public Hearing to receive comment on the Brownfield Plan for the proposed Allen Edwin Homes redevelopment projects, Outpost Terrace and Eldred Corner located along N East Avenue, Berkley Avenue, Eaton Street, and N 20th Street respectively.

348 **A Resolution adopting Ordinance, 10-2026, to amend Section 296.09 of the Battle Creek Code of Ordinances, "Retirements".**

This Resolution adopts Ordinance 10-2026, amending Section 296.09 of the Battle Creek Code of Ordinances, "Retirements", to enhance the City's ability to rehire a retiree whose expertise or historical knowledge is needed in a critical position in order to sustain operations while the City recruits for a permanent replacement. The Ordinance limits the duration of any retiree rehiring to six months, after which Commission approval will be required. **Adoption is Recommended.**

349 **A Resolution adopting Ordinance, 11-2026, to amend Section 21 of Chapter 882 of the Battle Creek Code of Ordinances, to extend the commencement and completion deadlines for the Blue Light Development PILOT.**

This Resolution adopts Ordinance 11-2026 amending Section 21 of Chapter 882 of the Battle Creek Code of Ordinances to extend the commencement and completion deadlines for the Blue Light Development PILOT. **Adoption is Recommended.**

357 **A Resolution seeking acceptance of a bid for 2026 Capital Preventative Maintenance Program project from Pavement Maintenance Systems, LLC in an estimated amount of $618,407.95, with unit prices prevailing.**

This project consists of approximately 128,000 square yards of a single chip seal application and finishing application of fog seal with pavement markings to follow. Also included in this project is 26 lane miles of overband crack-fill on major and local streets located in the City of Battle Creek.

If approved, this Resolution accepts a bid for 2026 Capital Preventative Maintenance Program project from Pavement Maintenance Systems, LLC in an estimated amount of $618,407.95, with unit prices prevailing. The City Manager or her designee is also authorized to approve change orders for up to 10% in aggregate for City-initiated and pre-approved changes for unforeseen field conditions that are not itemized in the contract. **Approval is Recommended.**

358 **A Resolution seeking acceptance of the lowest responsive, responsible bid for 2026 Rehabilitation Program project from Lakeland Asphalt Corporation in an estimated amount of $1,056,558.90, with unit prices prevailing.**

This project consists of the milling and paving of approximately 74,000 SYDs of milling and paving of local streets, manhole adjustments as needed, 37 ADA sidewalk ramp upgrades, 1,000 SYDs of concrete pavement removal and replacement at the city's wastewater treatment plant, 5,000 SYDs of parking lot milling and paving with parking lot striping.

If approved, this Resolution accepts the lowest responsive, responsible bid for 2026 Rehabilitation Program project from Lakeland Asphalt Corporation in an estimated amount of $1,056,558.90, with unit prices prevailing. The City Manager or her designee is also authorized to approve change orders for up to 10% in aggregate for City-initiated and pre-approved changes for unforeseen field conditions that are not itemized in the contract. **Approval is Recommended.**

359 **A Resolution seeking acceptance of the lowest responsive, responsible bid for BTL Reconstruct Taxiway A project from Hoffman Bros. Inc., in an estimated amount of $9,971,470.00, with unit prices prevailing.**

This project consists of full-depth reconstruction of Taxiway [A], including removal and replacement of pavement, storm drainage upgrades, underdrain improvements, electrical and airfield lighting work, pavement markings, erosion control, and associated site work.

If approved, this Resolution accepts the lowest responsive, responsible bid for BTL Reconstruct Taxiway A project from Hoffman Bros. Inc., in an estimated amount of $9,971,470.00, with unit prices prevailing. The City Manager or her designee is also authorized to approve change orders for up to 10% in aggregate for City-initiated and pre-

approved changes for unforeseen field conditions that are not itemized in the contract. **Approval is Recommended.**

360 **A Resolution seeking authorization for the City Manager to temporarily suspend a Park Rule prohibiting fishing to allow for two children's fishing activities: a pre-event on June 13, 2026, and the "5th Annual Johnny 'Jake' Collier - Teach a Kid to Fish Event" on August 9, 2026, to take place at the specified Goguac Lake location.**

If approved, this Resolution authorizes the City Manager to temporarily suspend a Park Rule prohibiting fishing to allow for two children's fishing activities: a pre-event on June 13, 2026, and the "5th Annual Johnny 'Jake' Collier - Teach a Kid to Fish Event" on August 9, 2026, to take place at the specified Goguac Lake location. **Approval is Recommended.**

361 **A Resolution recognizing the Lakeview Band and Orchestra Boosters, Inc. as a non-profit service organization operating in the City of Battle Creek for the purpose of obtaining a Charitable Gaming License from the State of Michigan Lottery Bureau's Charitable Gaming Division.**

If approved, this Resolution recognizes the Lakeview Band and Orchestra Boosters, Inc. as a non-profit service organization operating in the City of Battle Creek for the purpose of obtaining a Charitable Gaming License from the State of Michigan Lottery Bureau's Charitable Gaming Division. **Approval is Recommended.**

362 **A Resolution seeking approval for amendments to the "2025-2026 Fee, Bond and Insurance Schedule" for the City of Battle Creek to include the Interactive Voice Response (IVR) - Credit/Debit Card Fee.**

City staff are looking to add Interactive Voice Response (IVR) as a credit/debit card payment option for residents. This would allow residents to call an automated number and make a utility payment over the phone without having to provide payment information over the phone to City staff. The Fee, Bond, and Insurance Schedule needs to be updated to account for the service fee charged by the payment processor of 3.95% as well as a $0.50 fee per transaction.

If approved, this Resolution amends the "2025-2026 Fee, Bond and Insurance Schedule" for the City of Battle Creek to include the Interactive Voice Response (IVR) - Credit/Debit Card Fee. **Approval is Recommended.**

363 **A Resolution approving a Brownfield Plan for the proposed Allen Edwin Homes redevelopment projects, Outpost Terrace and Eldred Corner.**

Allen Edwin Homes, has proposed an Act 381 Brownfield Plan for the redevelopment of six vacant parcels totaling approximately 43.75 acres located within the City of Battle Creek. The properties are commonly referred to as the Outpost Terrace and Eldred Corner

sites and are located along N East Avenue, Berkley Avenue, Eaton Street, and N 20th Street.

The proposed redevelopment includes the construction of approximately 116 new single-family homes, including a portion of income-restricted rental housing units. The total capital investment across all project sites is estimated to be approximately $35 million, with construction anticipated to begin in Summer 2026 and occur in phases through approximately 2031,

This Resolution approves a Brownfield Plan for the proposed Allen Edwin Homes redevelopment projects, Outpost Terrace and Eldred Corner. **Approval is Recommended.**

364 **A Resolution authorizing the City Manager to accept the Good Faith Written Offer and to execute a Warranty Deed to sell 226 square feet of city-owned vacant land at 62 Yuba Street, Parcel No. 52-0890-00-001-0, to the Michigan Department of Transportation for $1,000.00.**

If approved, this Resolution authorizes the City Manager to accept the Good Faith Written Offer and to execute a Warranty Deed to sell 226 square feet of city-owned vacant land at 62 Yuba Street, Parcel No. 52-0890-00-001-0, to the Michigan Department of Transportation for $1,000.00. **Approval is Recommended.**

365 **A Resolution seeking authorization for the City Manager to execute all documents necessary to purchase 42.05 square feet of land located at 200 W. Michigan Avenue, Parcel No. 52-0254-00-051-0, from Burnham Brook Community Center for $1,051.25.**

MDOT has requested the City acquire ownership of 42.05 square feet of 200 W. Michigan Avenue, Parcel No. 52-0254-00-051-0, from Burnham Brook Community Center for updating the sidewalk ramps to current Americans with Disabilities Act standards. The desired portion is located at the NE corner of Michigan Avenue and Gould Street.

If approved, this Resolution authorizes the City Manager to execute all documents necessary to purchase 42.05 square feet of land located at 200 W. Michigan Avenue, Parcel No. 52-0254-00-051-0, from Burnham Brook Community Center for $1,051.25. **Approval is Recommended.**

General Detail

Ambulance Report for February 2026

Battle Creek City Commission

Action Summary

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

Summary

AMBULANCE SERVICES

MONTHLY PERFORMANCE REPORT

Report for the month of February 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 542. Percentage of runs

accomplished within guidelines 91.14%

Life-threatening Emergencies per Ward

	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5
Number of Runs	105	192	86	54	105
ALS Responses	166	312	159	103	170
BLS Responses	4	2	2	0	2
Percentage Achieved	89.52%	96.35%	88.37%	90.74%	85.71%

Priority 3 Responses

Number of runs for the month 378. Percentage of runs accomplished within guidelines 92.06%

Budgetary Considerations

History, Background and Discussion

Positions

Attachments

1. Ambulance Report February 2026 Ambulance Report February 2026.pdf

AMBULANCE SERVICES
MONTHLY PERFORMANCE REPORT

Report for the month of February 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:

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Priority 3 Responses

Number of runs for the month 378. Percentage of runs accomplished within guidelines 92.06%

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

RESPONSE TIME PERFORMANCE
CITY OF BATTLE CREEK
February 2026

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26
PRIORITY 1 CALLS	92.55%	89.35%	87.60%	86.53%	91.14%
RESPONSES	564	573	645	631	542
PRIORITY 3 CALLS	89.38%	91.77%	87.73%	85.38%	92.06%
RESPONSES	405	401	440	431	378
WARD 1	93.91%	87.96%	90.70%	92.59%	89.52%
RESPONSES	115	108	129	108	105
WARD 2	93.18%	96.07%	89.34%	92.99%	96.35%
RESPONSES	176	178	197	214	192
WARD 3	98.02%	97.39%	90.35%	88.98%	88.37%
RESPONSES	101	115	114	118	86
WARD 4	92.68%	89.47%	86.02%	92.77%	90.74%
RESPONSES	82	76	93	83	54
WARD 5	88.89%	86.46%	79.46%	80.56%	85.71%
RESPONSES	90	96	112	108	105

Response Types
City of Battle Creek

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26
Priority 1 ALS Responses	556	572	633	619	541
Priority 1 BLS Responses	8	1	12	12	1
Priority 3 ALS Responses	389	395	423	402	369
Priority 3 BLS Responses	16	6	17	29	9
WARD 1					
ALS Responses	193	180	225	181	166
BLS Responses	4	0	4	8	4
WARD 2					
ALS Responses	291	301	319	342	312
BLS Responses	3	3	8	11	2
WARD 3					
ALS Responses	193	187	209	186	159
BLS Responses	6	1	8	11	2
WARD 4					
ALS Responses	124	142	137	136	103
BLS Responses	3	3	5	4	0
WARD 5					
ALS Responses	146	157	166	176	170
BLS Responses	6	0	4	7	2

April 2, 2026

To: The Battle Creek City Commission

From: Commissioners Chris Simmons and Jessica LaCosse

Subject: Report from the National Association of Housing and Redevelopment Officials, Washington, DC Conference 2026

Honorable Mayor, Vice Mayor, and Commissioners,

Thank you for the opportunity to represent the City of Battle Creek at the National Association of Housing and Redevelopment Officials (NAHRO) 2026 Legislative Conference in Washington, DC. NAHRO is the world's largest housing advocacy organization. We joined representatives from the Battle Creek Housing Commission to advocate for increased affordable housing in our community.

On both Sunday and Monday we joined the Michigan NAHRO delegation for dinner. This was a great opportunity to network and discuss mutual housing challenges facing our Michigan communities. We also strategized on messaging for the upcoming meetings on Capitol Hill with our Michigan congressional delegation.

The following is a breakdown of the schedule of the conference sessions we attended and a synopsis of each. Aside from the Plenary Sessions we also attended two breakout sessions on homelessness and the Low-Income Housing Tax Credit that we felt would be of interest in our role as City Commissioners.

Monday:

First-Time Attendees Overview

Commissioner LaCosse attended**.**

Opening Plenary Session Part 1

This session will open with welcome comments from NAHRO CEO Mark Thiele and NAHRO President Sean Gilbert.

Presentation:

NAHRO Legislator of the Year – Established in 2007, the Legislator of the Year award honors lawmakers for their efforts in support of responsible policies impacting the provision of safe and affordable housing in quality communities.

Featured Speakers:

- HUD Secretary Scott Turner
- Political Commentator Julie Mason

Opening Plenary Session Part 2

NAHRO's Policy and Legislative Affairs staff team will provide an overview of all the latest Housing and Community Development news from Capitol Hill, HUD, and the White House, including presentation of NAHRO's 2026 Legislative Agenda: a review of NAHRO's 2026 legislative and regulatory priorities and funding recommendations.

Presenters:

Eric Oberdorfer | Director, Policy & Legislative Affairs | NAHRO

Tushar Gurjal | Senior Policy Manager | NAHRO

Steven Molinari | Policy Analyst | NAHRO

Andrew Van Horn | Policy and Research Advisor | NAHRO

Gabriel Smith | Legislative Affairs Manager | NAHRO

Richa Goel | Policy & Legislative Affairs Data Analyst | NAHRO

Welcome Reception

Tuesday:

Morning Plenary Session

Presentations:

- Recognition of *Housing America "What Home Means to Me" 2025-26 Poster Contest Grand Prize Winner*
- Presentation of *NAHRO's 2026 Advocacy Award* which recognizes outstanding and innovative achievement in the area of legislative advocacy.

Panel Discussions:

Updates from HUD Leadership

This panel will feature a comprehensive conversation with leadership from HUD's Office of Public and Indian Housing on the department's evolving strategic priorities and the operational impacts of FY 2026 funding. Attendees will gain valuable insight into HUD's policy priorities, expectations for the year ahead, and key funding considerations moving forward.

Presenters:

Benjamin Hobbs | Assistant Secretary for Public and Indian Housing | HUD

Heidi J. Frechette | General Deputy Assistant Secretary | HUD

Todd Thomas | Acting Deputy Assistant Secretary, Office of Public Housing and Voucher Programs | HUD

Marianne Nazzaro | Deputy Assistant Secretary for Public Housing Investments | HUD

Shylon Ferry | Deputy Assistant Secretary, The Real Estate Assessment Center (REAC) | HUD

A Discussion with THUD Appropriations Staff

This conversation will focus on the appropriations process, including reflections on FY 2026 funding discussions and perspectives on what stakeholders might expect as FY 2027 deliberations get underway.

Presenters:

Christina Monroe | Clerk/Staff Director | THUD Subcommittee, House Appropriations Committee

MaryBeth Pavlik | Professional Staff Member | THUD Subcommittee, House Appropriations Committee

Jason Woolwine | Professional Staff Member | Majority, Senate Transportation, Housing and Development Appropriations Subcommittee

Breakout Sessions

Strategies to Reduce and Prevent Homelessness

Over the last few decades homelessness has risen at record-breaking numbers. Communities nationwide have struggled with rising costs and a lack of affordable

housing supply that has made it difficult for many families to stay afloat financially. With increases in homelessness each year and a growing need for more funding, this session will address strategies to prevent and reduce homelessness in an ever-evolving political climate. The panel brings together experts from D.C. and around the country to provide updates on how CoCs and PHAs are working together to reduce homelessness and advocate for common sense solutions.

What's New in the Low-Income Housing Tax Credit (LIHTC) World

2025 brought major legislative victories for the Low-Income Housing Tax Credit (LIHTC) program, including a permanent 12% increase in the 9% credit allocation and a permanent reduction of the private activity bond financing requirement for 4% credits from 50% to 25%. These long-awaited changes take effect January 1, 2026, and will have far-reaching implications for affordable housing development nationwide.

Join this session to learn what these updates mean for the LIHTC program, how they may impact future projects and investment, and what additional advocacy efforts are underway to further strengthen the program. We'll also explore other new developments and trends shaping the "tax credit world" in 2026 and beyond.

Afternoon Plenary Session

Featured Speaker:

Ronnie Kurtz | Assistant Secretary, Office of Community Planning and Development | HUD

Panel Discussions:

Advocacy at All Levels

Advocacy is essential to advancing affordable housing and community development priorities at every level of government. This discussion brings together a diverse group of practitioners to share real-world strategies for influencing policy and building relationships with decision-makers at the federal, state, and local levels. Panelists will offer practical insights from the front lines of advocacy—from working with Congress and federal agencies, to organizing statewide coalitions, working at the local level, and engaging media and community partners. Through a candid, solutions-oriented conversation, we will explore what works, what doesn't, and how housing professionals can become more confident and effective advocates regardless of their experience level. The goal is to leave attendees with

concrete tactics, relatable stories, and clear next steps they can take to strengthen their voice and impact.

Moderator:

Eric Oberdorfer | Director, Policy & Legislative Affairs | NAHRO

Panelists:

Amy Case-Miranda | Deputy Chief Executive Officer | Foothills Regional Housing

Tess Hembree | Executive Director |Council of State Community Development Agencies (COSCDA)

Tiffany D. Thomas | Council Member |Houston City Council District F

What to Know Before You Go: Hill Day Preview

The NAHRO Legislative Affairs staff team will provide NAHRO Hill Day logistics information and answer audience questions

Presenters:

Eric Oberdorfer | Director, Policy & Legislative Affairs | NAHRO

Gabriel Smith | Legislative Affairs Manager | NAHRO

Richa Goel | Policy & Legislative Affairs Data Analyst | NAHRO

Wednesday:

Capitol Hill Day

On the House of Representatives side our Battle Creek delegation met with staff from Congressman Bill Huizenga's office to discuss housing issues in our city and what could be done from the legislative and administrative sides to improve processes and programs.

Over on the Senate side we joined the rest of the Michigan delegation and met with Senators Elissa Slotkin and Gary Peters. The Senate was finalizing the *21st Century ROAD to Housing Act* and they appreciated our input. It subsequently passed the Senate the next day in a rare bipartisan 89-10 vote.

Thank you again for the opportunity to represent Battle Creek at the NAHRO conference. Please let us know if you have any questions or would like any additional information.

Very Respectfully Submitted,

Chris Simmons, Ward 4 City Commissioner

Jessica LaCosse, Ward 1 City Commissioner

Proclamation

WHEREAS, Earth Day was first celebrated on April 22, 1970, with the goal of inspiring an appreciation of our nation's natural resources through conservation and protection; and

WHEREAS, Earth Day marks a global recognition of human's interconnectivity to all other forms of life and the environment on which we all depend and inspires a renewed commitment to environmental stewardship and to the implementation of sustainability efforts; and

WHEREAS, the global community now faces extraordinary challenges, such as a global health crisis, environmental degradation, climate change, and food and water shortages; and

WHEREAS, it is understood that the citizens of the global community must step forward and take action to create immediate positive environmental change to combat these global challenges; and

WHEREAS, Earth Day is an annual reminder of the constant need for environmental activism, stewardship commitments, and sustainability efforts; and

WHEREAS, the City of Battle Creek and its neighbors are encouraged to take part in organized "Earth Week" cleanup activities around the City from April 19-25, 2026;

NOW, THEREFORE, I, Mark A. Behnke, Mayor of the City of Battle Creek, Michigan, do hereby proclaim ***April 19-25, 2026,*** as

"EARTH WEEK"

in the greater Battle Creek area and urge all neighbors, businesses, and institutions to use Earth Week to celebrate the Earth and promote its conservation and protection.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Logo of the City of Battle Creek, Michigan, to be affixed this 7th day of April 2026.

Mark A. Behnke, Mayor

Proclamation

WHEREAS, the month of April has been nationally designated as Volunteer Appreciation Month to recognize the hard work, dedication and passion of volunteers and national service members throughout our nation; and

WHEREAS, approximately one-third of adult Americans formally volunteer at least once a year; and

WHEREAS, recognizing that local government alone cannot meet all our city's needs which is why partnerships with local businesses, faith-based and non-profit organizations, foundations and individuals who serve in city government on boards and committees and in our community make a difference; and

WHEREAS, the City of Battle Creek is committed to encouraging volunteerism and national service among its employees, neighbors, partners, businesses and organizations and thanks all volunteers in the area for their dedicated service; and

WHEREAS, during National Volunteer Week 2026 with the theme of "Shining a Light on the People and Causes That Inspire Us to Serve," we recognize the impact of volunteer service and the power of volunteers in our community; and

WHEREAS, volunteers spread hope and, in the process, inspire so many to give back to their communities. I encourage everyone to look for ways to volunteer in their neighborhoods, social circles and schools to show up for one another and step up for those in need;

NOW, THEREFORE, I, Mark A. Behnke, Mayor of the City of Battle Creek, Michigan, do hereby proclaim the week of ***April 19 through April 25, 2026,*** as

"NATIONAL VOLUNTEER WEEK"

in the greater Battle Creek area and encourage all members of the community to join me in recognizing the positive impact of volunteerism and the effect it has on daily lives and remembering to thank those that give freely of their time and talents as a volunteer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Logo of the City of Battle Creek, Michigan to be affixed this 7th day of April, 2026.

Mark A. Behnke, Mayor

Resolution No: 350

City Commission Meeting 4/7/2026

350 - A Resolution authorizing the City Manager to grant a permanent easement to Consumers Energy Company through a portion of 119 South McCamly Street, Battle Creek, Michigan 49017, for the purpose of upgrading and maintaining power transmission infrastructure.

Battle Creek City Commission

Action Summary

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

Summary

RESOLUTION NO. 350

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to execute the attached agreement granting Consumers Energy Company, a Michigan corporation, a permanent easement in, under, across and through a portion of City-owned property commonly known as 119 South McCamly Street, Battle Creek, Michigan 49017, identified as Parcel No. 3390-00-055-0, or one in substantially similar form approved by the City Attorney.

Budgetary Considerations
None.

History, Background and Discussion
The City of Battle Creek owns a property located at 119 South McCamly Street, Battle Creek, Michigan 49017, identified as Parcel No. 3390-00-055-0. Maintenance on an electric pole is necessary in order to replace a down huy anchor that is of insufficient strength and will eventually result in the pole falling into the street. Installation of a thicker pole and longer anchor is needed, which will increase the area currently used by Consumers Energy Company. The Consumers Energy Company will need the City to expand its current easement to allow for the maintenance and upgrade.

Positions
Staff supports this Resolution.

Attachments

1.MI92031_03092026_CityofBattleCreek_ESMT_rv1	MI92031_03092026_CityofBattleCreek_ESMT_rv1.pdf

EASEMENT FOR GUY STUB ANCHOR POLE, GUY WIRES, AND ANCHORS

SAP# 1075484011
Design# 11865475
Agreement# MI00000092031

CITY OF BATTLE CREEK, a municipal corporation, whose address is 10 North Division Street, Battle Creek, Michigan 49014 (hereinafter "Owner")

"Consumers" is CONSUMERS ENERGY COMPANY, a Michigan corporation. Consumers' address is One Energy Plaza, Jackson, Michigan 49201.

Grant of Easement: For good and valuable consideration [*exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)*], Owner grants Consumers a permanent easement to enter "Owner's Land" to construct, operate, inspect, maintain, replace, improve, and remove a guy stub anchor pole, guy wires, and anchors on, over, and across a portion of "Owner's Land," called "the Easement Area." Owner's Land is in the City of Battle Creek, County of Calhoun, and State of Michigan and is described in attached Exhibit A. The Easement Area is within Owner's Land and is described in attached Exhibit B.

Trees and Other Vegetation: Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation, whether inside or outside the Easement Area, that Consumers believes may interfere with the construction, operation, or maintenance of the guy stub anchor pole, guy wires, and anchors.

Buildings/Structures: Owner shall not locate any buildings or other structures on the Easement Area. If Owner violates this provision, Owner shall reimburse Consumers for any expenses Consumers incurs correcting the violation. If Consumers corrects the violation by relocating the guy stub anchor pole, guy wires, and anchors on Owner's Land, this easement shall automatically apply to such relocated facilities.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

SIGNATURE PAGE TO FOLLOW

Date: _____ Owner: CITY OF BATTLE CREEK, a municipal corporation

_____
Amanda Zimmerlin, City Manager

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,

on _____ by Amanda Zimmerlin, City Manager of City of Battle Creek,
Date

a municipal corporation, on behalf of the corporation.

_____
Notary Public

_____
Print Name

_____County, _____

Acting in _____ County

My Commission expires: _____

PROPERTY OWNERS MAIL SIGNED EASEMENT TO:
Adam Hillman
Consumers Energy Company
2500 E Cork Street
Kalamazoo, Mi 49001

Prepared By:
Alaina Riley, 03/09/2026
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

REGISTER OF DEEDS OFFICE USE ONLY
Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

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

Lots 30, 31, 50, 51, 66, and 67 Asscessors Plat of the George McCamly's Addition, being part of the Northeast 1/4 of Section 12, Town 2 South, Range 8 West, beginning at a point on the Northwest line of Capital Avenue (i.e., Southeast line of said Lot 51) a distance South 55°10'00" West 352.12 feet from the Easterly most (Southeasterly) corner of Lot 40 of said Plat; thence North 43°22'19" West 186.18 feet; thence Northwesterly along the arc to the right 136.85 feet (radius 154.00 feet: chord being North 44°20'02" West 40.67 feet) thence North 01°53'01" West 53.64 feet; thence North 54°55'50" East 256.17 feet; thence North 32°49'59" West along said Southwest line of Hamblin Avenue as relocated circa 1985 distance of 150.00 feet more or less to the Southeast line of McCamly Street (i.e., Northwest line of Lot 30 of said Plat) thence Southerly along the Southeast line of McCamly Street (i.e., the Northwest line of Lots 30, 50, 66, and 67) a distance of 517.00 feet more or less to the Northerly line of the rail road on said Northerly line being part with and 22.50 feet Northerly of the centerline of the Westbound mainline track of said rail road as measured at right angles to said centerline, Southerly part with said centerline, 736.01 feet to the Northwest line of Capital Avenue (i.e., Southeast line of Lot 51 of said plat) thence North 55°10'00" East along said Northwest line 55.00 feet, more or less to the Point of Beginning.

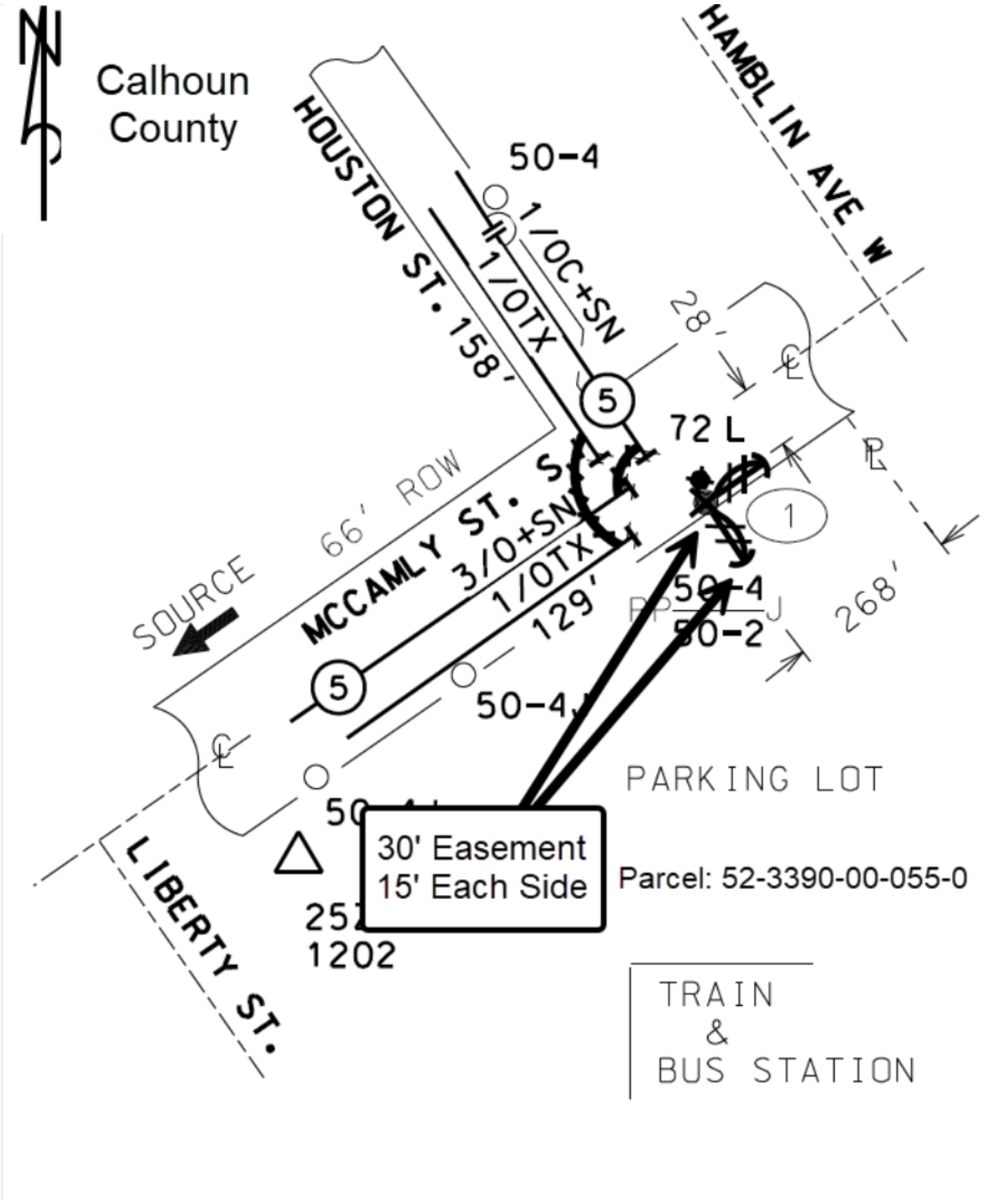
Also known as: 119 South McCamly Street, Battle Creek, Michigan 49017

Parcel ID: 3390-00-055-0

EXHIBIT B

Easement Area

A 30.00- foot-wide strip of land, being 15.00 feet on each side of the facilities of each guy stub anchor pole, guy wires, and anchors constructed on Owner's Land, the facilities located approximately as shown in the attached drawing,



Resolution No: 351

City Commission Meeting 4/7/2026

351 - A Resolution seeking authorization regarding a contract with W. Soule and Company in a not-to-exceed amount of $90,795.00 for emergency replacement of the server room chiller.

Battle Creek City Commission

Action Summary

Staff Member: Chris Huff, Purchasing Agent
Department: Purchasing

Summary

RESOLUTION NO. 351

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to execute contract #2026-069C with W. Soule and Company in the not-to-exceed amount of $90,795.00 for the emergency replacement of the server room chiller, which will be paid from GL # 670.228.0000.931110.

The City Manager or her designee is also authorized to issue up to 10% total for change orders for unknown conditions discovered during installation.

Budgetary Considerations

History, Background and Discussion

This Resolution authorizes payment for emergency work. The City is legally obligated to pay for completed work; however, we present resolutions for emergency work that exceeds $50,000 to complete the administrative process.

In late February, IT staff received an automated temperature warning that the City Hall server room had reached 105 degrees, a level that poses a significant risk of hardware failure. Due to the urgency of the situation and the extended timeline required for replacement under standard procurement procedures, City staff determined that the replacement of the failed air conditioning unit should be treated as an emergency.

W. Soule and Company has provided citywide HVAC maintenance under contract 2025-015C, awarded by Resolution #504 dated 7/16/24. Under the direction of the City Manager, Chief Facilities Official Katie Norton contacted W. Soule to obtain a quote to:

- Remove and dispose of the existing unit and all associated components, including the third floor air handler and fourth floor attic condenser.
- Furnish and install a new replacement system.
- Route all new refrigerant lines following the existing line routing path between the third floor server room and fourth floor attic space; existing refrigerant lines are not to be reused.
- Match the existing electrical service where possible, and bring all connections into compliance with current applicable codes.

Emergency repairs can be exempt from prevailing wages, but we do obtain those if there is adequate time. This contract will have prevailing wages included. The quote provided is all-inclusive of (but not limited to): parts, equipment, labor, insurance, and mobilization.

The City's Administrative Code allows exceptions for purchases outside the competitive sealed bidding process in case of emergency repairs or replacements and when such procedures are deemed unnecessary and burdensome and not in the best interests of the City by the City Manager. This is such a case; however, City Commission approval is required on purchases that exceed $50,000.

Positions

Attachments

1. Chad Frein Memo_Server Room AirChad Frein Memo_Server Room Air Conditioner at City Hall Conditioner at City Hall.pdf

City of Battle Creek

MEMORANDUM

To: **Amanda Zimmerlin, City Manager**

From: **Chad Frein, IT Director**

Date: **March 4, 2026**

Subject: City Hall Server Room Air Conditioner Failure

Amanda,

I am writing to inform you of a critical situation with the City's Data Center Infrastructure. On February 28, 2026, Information Technology (IT) Staff and Facilities received a temperature warning email for the City Hall Server Room. Temperatures reached a high of 105 degrees Fahrenheit. High temperatures can cause hardware to fail.

I am requesting the replacement of the Air Conditioner to be treated as an emergency because of the amount of time it would take to replace the Air Conditioner under regular processes.

IT staff have moved all data production from City Hall Server Room hardware to run from the Secondary Redundant hardware location. By doing this, there currently is no redundancy of our data. If the City was to experience a hardware failure at the Secondary location, all information would have to be recovered from our backup solution. The City may also experience slow speeds when processing information in software because it is only working from the Secondary location.

The City will be using Information Technology Department funds from GL 670.228.0000.931110 for the purchase of the replacement Air Conditioner.

Resolution No: 352

City Commission Meeting 4/7/2026

352 - A Resolution seeking authorization of a contract for severe weather sirens from West Shore Services, Inc. in a not-to-exceed amount of $61,200.00.

Battle Creek City Commission

Action Summary

Staff Member: Nils Vos, Sr. Buyer
Department: Purchasing

Summary

RESOLUTION NO. 352

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to execute Contract No. 2026-067C with West Shore Services, Inc. for severe weather sirens in a not-to-exceed amount of $61,200.00, which will be paid from GL Account # 1012.350.3290.801.430.

The City Manager or her designee may also approve change orders up to 10% in total for City-initiated and pre-approved additional features.

Budgetary Considerations

History, Background and Discussion

This project includes the removal and replacement of two inoperable severe weather sirens located at the I-94 Rest Stop and North Washington Elementary School. The scope of work includes providing new siren units, installation, testing, and integration into the City's existing warning system to restore full coverage. The project will ensure reliable public alerting capabilities prior to and throughout the severe weather season.

The attached memo from Jared D. Hall, Emergency Management Administrator provides additional background to this purchase and the department recommendation. The vendor, West Shore Services, is the provider of severe weather sirens for Calhoun County and much of

Michigan. This company has maintained and repaired the ten severe weather sirens within the City of Battle Creek for many years, and it's in our best interest to continue using this vendor for standardization and consistency.

The City’s Administrative Code allows exceptions for purchases outside the City’s own competitive sealed bidding process when it is in the best interests of the City by the City Manager. This is such a case; however, City Commission approval is required on purchases that exceed $50,000.

Positions

Attachments

1. BCPD Memo - Severe Weather Siren Purchases - March 2026 BCPD Memo - Severe Weather Siren Purchases - March 2026.pdf

CITY OF BATTLE CREEK

POLICE DEPARTMENT

TO: Battle Creek City Commission

FROM: Battle Creek Police Department - Emergency Services Division

DATE: March 16, 2026

SUBJECT: Severe Weather Siren Replacements

Battle Creek City Commission,

Two severe weather sirens are in need of replacement, as the necessary parts are no longer manufactured. These sirens are located at the I-94 Rest Stop and at North Washington Elementary School. The replacement of both sirens will increase our early warning capabilities for severe weather incidents within the City of Battle Creek. As the severe weather season approaches, both sirens should be replaced in order to fill the gaps in coverage that currently exist.

The vendor, West Shore Services, is the main provider of repairs and replacement of severe weather sirens for Calhoun County and much of Michigan. This company has maintained and repaired the ten severe weather sirens within the City of Battle Creek for many years.

A quote has been provided by West Shore Services in the amount of $61,200.00 for the replacement of both inoperable severe weather sirens. Funds for this are budgeted and available within GL: 1012.350.3290.801.430.

Respectfully,

Jared D. Hall

Emergency Management Administrator

Battle Creek Police Department

Resolution No: 353

City Commission Meeting 4/7/2026

353 - A Resolution seeking authorization of a contract for Cisco phone system software and hardware updates from Logicalis, Inc. in a not-to-exceed amount of $71,544.24.

Battle Creek City Commission

Action Summary

Staff Member: Nils Vos, Sr. Buyer
Department: Purchasing

Summary

RESOLUTION NO. 353

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to execute Contract No. 2026-071C with Logicalis, Inc. for Cisco phone system software and hardware updates in a not-to-exceed amount of $71,544.24, which will be paid from GL# 671.10.9160.994010.

Logicalis Professional Services	$33,595.60
Hardware and warranties	$37,948.64
Total	$71,544.24

The City Manager or her designee may also approve change orders up to 10% in total for City-initiated and pre-approved additional features.

Budgetary Considerations

History, Background and Discussion

Resolution No. 56, dated February 7, 2017, approved a contract with Logicalis, Inc. for the purchase and implementation of the City's phone system, including Cisco phones, software, and ongoing service support. Since the original implementation, select software updates were completed in 2021 and 2023.

The City now needs to update the existing hardware, extend warranties through 2030, and continue receiving professional services support from Logicalis. Please refer to the attached memo from Chad Frein, IT Director, for additional background and his recommendations regarding this purchase.

It is in the City's best interest not to competitively bid this purchase and instead continue extending the parts and warranty contracts with Logicalis, Inc., the original vendor. Logicalis is already familiar with the City's phone system and has consistently provided satisfactory service and support over the years.

The City's Administrative Code allows exceptions for purchases outside the competitive sealed bidding process in case of routine and operational services and when such procedures are deemed unnecessary and burdensome and not in the best interests of the City by the City Manager. This is such a case; however, City Commission approval is required on purchases that exceed $50,000.

Positions

Attachments

1. Chad Frein Memo_Phone Software andChad Frein Memo_Phone Software and Hardware Update_Logicalis ProfessionalHardware Update_Logicalis Professional Services Services.pdf

City of Battle Creek

MEMORANDUM

To: **Nils Vos, Purchasing Agent**

From: **Chad Frein, IT Director**

Date: **March 23, 2026**

Subject: Cisco Phone System Software and Hardware Updates

Nils,

City of Battle Creek Information Technology Department is requesting the purchase of professional services from Logicalis to update the City's phone system software as well as the purchase of replacement for soon to be end of life Voice Gateway (VG) devices with Analog Telephone Adapters (ATA) and configuring the ATAs. Additional hardware includes adding 2 Cisco Catalyst C8200 switches for phone routing.

City of Battle Creek Information Technology Department would like to continue with Logicalis services because of the long-standing history with Logicalis. The Cisco phone system was purchased for implementation and professional services from Logicalis in 2017. In 2021 and 2023, Logicalis professional services were purchased to update phone system software.

The City will be using Information Technology Department funds from GL 671.10.9160.994010 for the purchase of Logicalis Professional Services.

Resolution No: 354

City Commission Meeting 4/7/2026

354 - A Resolution authorizing the City Manager and Emergency Management Administrator to enter into an Emergency Management Performance Grant Agreement (EMPG) with the Michigan State Police Emergency Management Homeland Security Division.

Battle Creek City Commission

Action Summary

Staff Member: Jared Hall, Emergency Management Administrator
Department: Police Department

Summary

RESOLUTION NO. 354

Resolved by the Commission of the City of Battle Creek:

That the City Manager and Emergency Management Administrator are authorized to enter into a Emergency Management Performance Grant Agreement (EMPG) with the Michigan State Police Emergency Management Homeland Security Division.

Budgetary Considerations
The City of Battle Creek is awarded $14,884.00 under the FY 2025 EMPG. The Subgrantor determined the Subgrantee's allocation as 8.498% of the Subgrantee's emergency program managers salary and fringe benefits. The Subgrantee may receive less than the allocated amount if the Subgrantee's cost share of wages and fringe benefits paid to the program manager are less that the total allocation.

This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. The Subgrantee may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the program manager, and up to 5% of the total allocation may be utilized for Memorandums & Agreements (M&A) costs, no other expenditures are allowed. If M&A costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.

History, Background and Discussion

Positions

Attachments

1. FY 25 EMPG Grant Agreement Packet City of Battle Creek — FY 25 EMPG Grant Agreement Packet City of Battle Creek.pdf

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JAMES F. GRADY II
DIRECTOR

February 17, 2026

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2025 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed ***Subrecipient Checklist*** to our office via email:

Attention: Mr. Paul Lounsberry
Emergency Management and Homeland Security Division
Michigan Department of State Police
LounsberryP@michigan.gov

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. To remain eligible for EMPG funding, current and adequate plans must be maintained, and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2025 EMPG Grant Agreement.

Some articles included in the federal award letter have been deemed unenforceable. The document titled "Agreement Articles Applicable to Subrecipients Fiscal Year 2025 Emergency Management Performance Grants" includes all articles from the original award letter. Please see the reservation of rights letter from the State of Michigan, Department of State Police found on PDF page (pg.) 37 that outlines the articles of agreement that are no longer valid. Please also see court order case: 6:25-cv-02053-AP Document 55, found on PDF pg. 38 as supporting documentation.

This grant agreement and all required attachments must be completed, signed, and returned **no later than April 18, 2026.** If this requirement is not met, this grant agreement will be invalid unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

Kevin Sweeney, Captain
Commander
Emergency Management and Homeland Security Division

SUBRECIPIENT CHECKLIST

FY 2025 EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG)
GRANT AGREEMENT

CFDA NO: 97.042

Email the following items to: LounsberryP@michigan.gov

SUBRECIPIENT WILL NOT BE REIMBURSED FOR FUNDS UNTIL ALL REQUIRED SIGNED DOCUMENTS ARE RECEIVED

- ☐ **1. Grant Agreement**
- ☐ **2. Subrecipient Risk Assessment Certification**
- ☐ **3. Standard Assurances**
- ☐ **4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**
- ☐ **5. Audit Certification (EMHSD-053)**
- ☐ **6. Request for Taxpayer Identification Number and Certification (W-9)**

POST REIMBURSEMENT REQUIREMENTS

Participate with Recipient in an on-site monitoring of financial documents. Also retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 CFR 200. **If required, the Subrecipient submits an audit copy by email to: MSP-EMHSD-Audit@michigan.gov.**

FOR GRANT AGREEMENT QUESTIONS, PLEASE CONTACT PAUL LOUNSBERRY AT 517-256-3920 OR LOUNSBERRYP@MICHIGAN.GOV

Michigan State Police
Emergency Management
and
Homeland Security
Division

Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	ASSISTANCE LISTING
City of Battle Creek	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	**FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)**	**FEDERAL AWARD DATE**
38-6004523	EMC-2025-EP-05001	9/26/2025
SUBRECIPIENT UEI	**SUBAWARD PERFORMANCE PERIOD** FROM 10/1/2024 TO 9/30/2025	
DAZVMCPXKJT7	**BUDGET PERIOD** 10/1/2024 9/30/2025	
RESEARCH & DEVELOPMENT	**Funding**	**Total**
N/A	Federal Funds Obligated by this Action	**$14,884**
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	**$14,884**
None on file	Total Amount of Federal Award Committed	**$14,884**

FEDERAL AWARD PROJECT DESCRIPTION

2025 Emergency Management Performance Grants (EMPG)

DETAILS

The 2025 EMPG allocation is 8.498% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50% of the total budget.

FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME
Federal Emergency Management Agency - GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909

State of Michigan
Fiscal Year 2025
Emergency Management Performance Grant
Grant Agreement

October 1, 2024 to September 30, 2025

Assistance Listing: 97.042
Grant Number: EMC-2025-EP-05001

This Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

CITY OF BATTLE CREEK
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2025 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2025 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2025 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2025 EMPG Notice of Funding Opportunity (NOFO) and the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual located at https://www.fema.gov/grants.

II. Statutory Authority

Funding for the FY 2025 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977, as amended* (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4 & 1101.

The Subrecipient agrees to comply with all FY 2025 EMPG program requirements in accordance with the FY 2025 EMPG NOFO, and the FY 2025 FEMA Preparedness Grants Manual; both are located at https://www.fema.gov/grants/preparedness/emergency-management-performance; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976; the *Robert T. Stafford Disaster Relief and Emergency Assistance Act,* as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at https://www.fema.gov/disaster/stafford-act; and the *FY 2025 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2025 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

A. 2 C.F.R., Part 200 of the Code of Federal Regulations (C.F.R.), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at http://www.ecfr.gov.

B. The FEMA Policy #108-023-1, Revision 2 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance*.

III. Award Amount and Restrictions

A. The **City of Battle Creek** is awarded **$14,884** or **8.498**% of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2025 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager is less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for EMPG form (EMHSD-17).

B. The FY 2025 EMPG covers eligible costs from October 1, 2024, to September 30, 2025. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.

C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager**. Up to five percent of the total allocation may be utilized for other allowable organization costs after all payroll costs for the grant award year have been reimbursed. No other expenditures are allowed. If other organization costs are requested, a narrative must be submitted detailing the expenses that are included in these costs.

D. The FY 2025 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act,* as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

   The FEMA administers cost sharing requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2025 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series, or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional, or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook (EMD-PUB 208) and work agreement. The FY 2025 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.

   The EMPG funded programs are required to complete quarterly training and exercise reports identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.

G. In the event that the DHS determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

A. **Grant funds must supplement, not supplant, state or local funds**. Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2025 EMPG NOFO; the FEMA FY 2025 Preparedness Grants Manual; the FY 2025 EMPG *Agreement Articles Applicable to Subrecipients,* included with the grant agreement package for reference*;* and the EMPG Guidebook.

C. The subrecipient shall not use FY 2025 EMPG funds to generate program income.

D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
   1. Subrecipient Risk Assessment Certification;
   2. Standard Assurances;
   3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
   4. Audit Certification (EMD-053);
   5. Request for Taxpayer Identification Number and Certification (W-9);
   6. Other documents that may be required by federal or state officials.

E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Reporting Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31).

F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.

G. Appoint an emergency management program manager who can assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.

H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.

I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.

J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan. This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program and the EMPG Guidebook, to accomplish this goal.

K. Ensure the EMPG funded local emergency manager completes training as required by the annual EMPG Work Agreement.

L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.

M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2024 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---,00.html under Finance Forms.

N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
   1. Account for receipts and expenditures, maintain adequate financial records and refund expenditures disallowed by federal or state audits.
   2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
   3. Non-federal organizations that expend $1,000,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit requirements under 2 C.F.R., Part 200, Subpart F.

O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.

P. Maintain a valid Unique Entity Identifier through SAM.gov at all times during the performance period of this grant.

Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with

these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, specifically in the DHS General Acknowledgements and Assurances on page 1.

R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order (EO) 13347.

S. Comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and EO 14005.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.

B. Provide direction and technical assistance to the Subrecipient.

C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.

D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.

E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

A. The Subrecipient agrees to prepare quarterly work reports using the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31).

B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.

C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2025 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.

D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2025 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.

B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.

C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq*.; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq*., and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of their race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at https://www.sam.gov.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2024, to September 30, 2025. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the state of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of their rights, interests, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
B. Failure to comply with the requirements or statutory objectives of federal or state law.
C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
D. Failure to follow grant agreement requirements or special conditions.
E. Failure to submit required reports.
F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 C.F.R., Part 29) and Protection of Sensitive Security Information (49 C.F.R., Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Subrecipient Name	Subrecipient UEI

For the Chief Elected Official

Printed Name	Title
Signature	Date

For the Local Emergency Manager

Printed Name	Title
Signature	Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney	Commander, Emergency Management and Homeland Security Division
Printed Name	Title
Signature	February 12, 2026
	Date

EMHSD-RA (06/2022)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

As required by 2 CFR §200.331(b), the purpose of this assessment is to evaluate subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of a subaward, and to determine appropriate subrecipient monitoring during the grant performance period. Limited program experience, results of previous audits and site monitoring visits, new personnel or new or substantially changed systems, may increase a subrecipient's degree of risk.

Subrecipient:	County:	UEI:

Questions

1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?
   - ☐ No grants
   - ☐ 1-3 grants
   - ☐ 4-5 grants
   - ☐ 6+ grants

2. What percentage of your grant management staff has fewer than 2 years of grant experience?
   - ☐ 0-25% of staff
   - ☐ 26-50% of staff
   - ☐ 51-75% of staff
   - ☐ 76-100% of staff

3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?
   - ☐ Yes
   - ☐ No

4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years? **(A*ttach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)***
   - ☐ Never Audited or No findings
   - ☐ Unsupported costs (lack of documentation)
   - ☐ Unreasonable use of funds
   - ☐ Questioned costs or required to return funds

5. Does your agency have staff primarily dedicated (>50%) to grants management activities?
   - ☐ Yes
   - ☐ No

Certification

I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.

Authorized Representative Signature:		Date:
Authorized Representative Printed Name:		Title:
Point of Contact Printed Name:	Title:	Email:

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

7. If a governmental entity–

a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property

Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

_____ _____

Signature Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

*U.S. Government Printing Office: 1996 — 405-037/48014

EMHSD-053 (09/2026)
Michigan State Police
Emergency Management and Homeland Security Division

AUTHORITY: MCL 30.407a and 2 CFR Part 200, Subpart F;
COMPLIANCE: Voluntary, but necessary to be considered for grant assistance.

AUDIT CERTIFICATION

Federal Audit Requirements

Non-federal organizations, which expend $1,000,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

Subrecipients MUST email a copy of their audit report for each year they meet the funding threshold to: MSP-EMHSD-Audit@michigan.gov.

I. Program Information			
Program Name	CFDA Number		
II. Subrecipient Information			
Subrecipient Name			
Street Address	City	State	ZIP Code
III. Certification for Fiscal Year			

Subrecipient Fiscal Year Period: _____to _____.

☐ I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.

☐ I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. **A copy of the audit report will be submitted to**: A copy of the audit report will be submitted by email to: MSP-EMHSD-Audit@michigan.gov.

Signature of Subrecipient's Authorized Representative	**Date**

Email audit report to:
MSP-EMHSD-Audit@michigan.gov

Submit this completed audit certification form and return with your grant agreement.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Agreement Articles Applicable to Subrecipients

Fiscal Year 2025 Emergency Management Performance Grants

Unless specifically stated otherwise, all requirements that apply to grant recipients also apply to subrecipients. Subrecipients are expected to comply with the same rules, regulations, and obligations as recipients.

Article 1. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications.

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable.

Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2. General Acknowledgment and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2

C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.

Article 3. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from

discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7. Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
(2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act.

(3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 10. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and

advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the

U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

1. All recipients, subrecipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
    a. They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual:
        i. sending such information to, or requesting or receiving such information from, Federal immigration officials;
        ii. maintaining such information; or
        iii. exchanging such information with any other Federal, State, or local government entity;
    b. They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
    c. That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
    d. That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
    e. That they will not leak or otherwise publicize the existence of an immigration enforcement operation.
2. The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
3. The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the DHS may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12. Copyright

Recipients and subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13. Debarment and Suspension

Recipients and subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R., Part 180 as implemented by DHS at 2 C.F.R., Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 14. Drug-Free Workplace Regulations

Recipients and subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R., Part 3001, which adopts the Government- wide implementation (2 C.F.R., Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 15. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 16. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients and subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The DHS implementing regulations are codified at 6 C.F.R., Part 17. Recipients and subrecipients of a federal award from the FEMA must also comply with FEMA's implementing regulations at 44 C.F.R., Part 19.

Article 17. Energy Policy and Conservation Act

Recipients and subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18. Equal Treatment of Faith Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients and subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R., Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article 19. Anti-Discrimination

Recipients and subrecipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion."(b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) The DHS reserves the right to suspend payments in whole or in part and/or terminate financial

assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20. False Claims Act and Program Fraud Civil Remedies

Recipients and subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C.

§§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21. Federal Debt Status

All recipients and subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22. Federal Leadership on Reducing Text Messaging while Driving

Recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging

while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23. Fly America Act of 1974

Recipients and subrecipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation,

https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 24. Hotel and Motel Fire Safety Act of 1990

Recipients and subrecipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 25. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R., Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients and subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency to their

programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 27. Lobbying Prohibitions

Recipients and subrecipients must comply with 31 U.S.C. § 1352 and 6 C.F.R., Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R., Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R., Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R., Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28. National Environmental Policy Act

Recipients and subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA, which require recipients and subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

Recipient and subrecipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. Definition. “Covered institutions” means recipient research institutions receiving federal RR&D science and engineering support “in excess of $50 million per year.”

Article 30. Non-Supplanting Requirement

Recipients and subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All recipients and subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32. Patents and Intellectual Property Rights

Recipients and subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R., Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 33. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R., Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35. Rehabilitation Act of 1973

Recipients and subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the subrecipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R., Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 37. Reporting Subawards and Executive Compensation

For federal awards that total or exceed $30,000, recipients and subrecipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R., Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient

and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39. SAFECOM

Recipients and subrecipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | Cybersecurity and Infrastructure Agency (CISA).

Article 40. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Article 41. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R., Part 25, Appendix A, the full text of which is incorporated reference.

Article 42. Termination of a Federal Award

1. By DHS. The DHS may terminate a federal award, in whole or in part, for the following reasons:
    a. If the recipient fails to comply with the terms and conditions of the federal award;
    b. With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
    c. Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.
2. By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.
3. Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
4. Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.

Article 43. Terrorist Financing

Recipients and subrecipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients and subrecipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients and subrecipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients and subrecipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48. Environmental Planning and Historic Preservation (EHP) Review

Department of Homeland Security (DHS)/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. The DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the NEPA; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. The DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. Executive Order 11988, Floodplain Management, and Executive Order 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. Federal Emergency Management Agency's (FEMA's) regulations at 44 C.F.R., Part 9 implement the Executive Orders and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49. Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter

its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50. Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R., section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R., section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R., section 200.313(e).

Article 52. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R., section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R., section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R., section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53. Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54. Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R., section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55. Compliance with Federal Immigration Law

1. Prohibition a. The state or territorial

recipient is prohibited from making subawards to a local government that the Department of Homeland Security or the Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial

recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The Department of Homeland Security designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that the local government will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity.

ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1) (A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 56. Compliance with Federal Immigration Law

1. Prohibition a. The state or territorial recipient is prohibited from making subawards to a local government that the DHS or the Department of Justice has designated as a sanctuary jurisdiction. If the DHS or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the DHS or Department of Justice removes that designation. b. The DHS designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the DHS, that the local government will comply with the following requirements related to coordination and cooperation with the DHS and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it

lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the DHS's decision to make this grant award and DHS may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 57. Non-Applicability of Specific Terms and Agreement Articles

Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the DHS and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package.

Article 58. Impact of San Francisco v. Trump Preliminary Injunction

Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 59. Impact of State of Illinois v. FEMA Injunction

Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. FEMA, et. al, No. 25-206 (D.R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the DHS and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 60. Non-Applicability of Specific Agreement Articles

Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the NOFO that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the NOFO for the terms governing award termination.

Article 61. Period of Performance and Budget Period

Notwithstanding language in the Obligating Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025; to September 30, 2026. The Period of Performance and Budget Period stated in the Obligating Document shall not apply.

Article 62. Funding Hold: Verification of State's Population

The FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award.

To release the funding hold, the State Administrative Agency must provide a certification of the recipient state's population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States.

The FEMA will rescind the funding hold upon its review and approval of the State's methodology and population certification.

Article 63. Rescission of Agreement Articles Pursuant to State of Illinois, et al. v. FEMA, et al.

In accordance with the U.S. District Court for the District of Rhode Island's Order in State of Illinois, et al. v. FEMA, et al., No. 25-206 (D. R.I.), dated October 14, 2025, and FEMA Information Bulletin No. 538, the following terms and conditions are rescinded under this award: # Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions. 1. Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions. 2. The "Communication and Cooperation with the DHS and Immigration Officials" Agreement Article. 3. Paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination". 4. The "Compliance with Federal Immigration Law" Agreement Article. 5. The "Impact of State of Illinois v. FEMA Injunction" Agreement Article. 6. The "Impact of San Francisco v. Trump Preliminary Injunction" Agreement Article.

Article 64. Amended Period of Performance and Budget Period Pursuant to State of , et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period" of your award package is rescinded. The new Period of Performance and Budget Period for this award is October 1, 2024 to September 30, 2027.

Article 65. Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Funding Hold: Verification of State's Population" of your award package is rescinded.

Resolution No: 355

City Commission Meeting 4/7/2026

355 - A Resolution authorizing the City Manager to adopt the City of Battle Creek Emergency Operations Plan (EOP), as developed and maintained by the Emergency Management Administrator.

Battle Creek City Commission

Action Summary

Staff Member: Jared Hall, Emergency Management Administrator
Department: Police Department

Summary

RESOLUTION NO. 355

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to adopt the City of Battle Creek Emergency Operations Plan (EOP), as developed and maintained by the Emergency Management Administrator. Upon adoption, the EOP will remain in effect for a period of four years.

Budgetary Considerations

History, Background and Discussion

The EOP is being developed and maintained as required by local executive order, pursuant to the Michigan Emergency Management Act (1976 Public Act 390, as amended), and Publication (Pub) 201a developed by the Michigan State Police (MSP)/ Emergency Management Homeland Security Division (EMHSD). This plan outlines activities that will allow the City of Battle Creek to provide a coordinated response to save lives, minimize injuries, protect property, preserve government functions, and maintain economic activities essential to its survival and recovery from the impacts of all hazards.

The plan provides the City of Battle Creek with a general concept of potential emergency assignments before, during, and following emergency or disaster situations. It also establishes guidelines for conducting efficient, effective, and coordinated emergency operations involving

the use of all resources available to this jurisdiction and coordinates local agency Standard Operating Procedures (SOPs). The EOP includes a base plan, functional annexes, and hazard-specific appendices.

Positions

Attachments

1. City of Battle Creek - EOP - March 2026 City of Battle Creek - EOP - March 2026.pdf

BATTLE CREEK

EMERGENCY OPERATIONS PLAN

An all-hazards framework for managing emergencies and disasters of natural, human, technological or terrorism origin.

March 2026

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FOREWORD

This document is a result of collaborative efforts between the Battle Creek Emergency Services Division, the Local Emergency Planning Committee (LEPC), and many city departments and other agencies that have assigned emergency roles and responsibilities.

These Emergency Operations Plan provides basic information and are designed to be read, understood, and exercised. The guidelines herein are not intended as a stand-alone document, but rather establishes the basis for more detailed planning by individuals, departments, agencies, and organizations addressed in this plan which hold responsibility for maintaining current SOPs, resource lists, mutual aid agreements, checklists, and for detailing how assigned responsibilities are to be performed to support implementation of the Emergency Operations Plan (EOP).

All departments, agencies, and individuals involved in emergency operations should understand that events may take place, which would make it improper and inadvisable to proceed in a manner that would jeopardize lives and property simply to implement these Emergency Action Guidelines, supporting City of Battle Creek plans, or specific Standard Operating Guidelines. Individuals, departments, and agencies having responsibilities set forth in this EOP must have the freedom to augment the EOP to deal with an emergency or disaster event using resources that are available and actions that are feasible within the time limits dictated by the situation.

Homeland Security Presidential Directive (HSPD) 5 facilitates a standard management approach to major incidents, the National Incident Management System (NIMS). NIMS is administered as part of the National Response Framework (NRF) which integrates the federal government into a single, all discipline, and all-hazards plan. NIMS will provide a nationwide approach that enables federal, state, tribal and local government agencies to “work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity.” This EOP has integrated NIMS concepts, including the Incident Command System (ICS), and language to help incident management operate in accordance with the NIMS using the guidance provided by the Department of Homeland Security (DHS).

The Emergency Operations Plan incorporates the National Incident Management System (NIMS) as the City of Battle Creek standard for emergency response operations.

Users of these EOP are encouraged to recommend changes that will enhance response and recovery efforts under these guidelines.

Questions or comments concerning this document should be directed to:
Battle Creek Emergency Services Division
34 N Division Street
Battle Creek, MI 49014
Office: 269-962-0085

PROMULGATION DOCUMENT

This EOP has been developed by City of Battle Creek officials in conjunction with stakeholders across the whole community to enhance their capability to prevent, protect, mitigate against, respond to, and recover from the impacts of all hazards. This plan will be managed and coordinated using the National Incident Management System (NIMS) and the Incident Command System (ICS) to respond to and recover from emergency incidents, be it a single or multi-jurisdictional response effectively and efficiently.

The plan and its provisions become official when signed and dated below:

Chief Elected Official **Date**

Mayor

_____ _____

Chief Executive Official **Date**

City Manager

_____ _____

Chief of Police **Date**

Battle Creek Police Department

_____ _____

Emergency Management Administrator **Date**

Emergency Services Division

_____ _____

APPROVAL AND IMPLEMENTATION

The EOP describes how the City of Battle Creek will manage emergency situations before, after, and while they occur. The EOP assigns responsibilities to departments for coordinating emergency management (EM) activities. It does not contain specific instructions as to how each department will respond to an emergency; these can be found in the plan annexes or separate Standard Operating Procedures (SOPs).

The document is developed by the Battle Creek Emergency Services Division with the support of a collaborative planning team. The planning team consists of key representatives from disciplines such as law enforcement, fire, public works, public health, and stakeholders from other relevant civic and community organizations.

The goal of the EOP is to coordinate emergency response efforts to save lives, reduce injuries, and preserve community assets, property, and the environment. The EOP addresses emergency issues before and after emergencies or disasters but emphasizes how to mobilize and coordinate a team of responders that can respond to any incident.

The plan uses a graduated response strategy that is in proportion to the scope and severity of an emergency or disaster. The City of Battle Creek will plan, prepare, and activate resources for incidents that affect the local area (or a specific site) and/or widespread disasters that affect an entire region, the state, and/or nation.

The EOP must be signed by the current Chief Executive Official (City Manager) each time it is updated, except for the following activities:

1. Minor updates, e.g., changing system names, grammar, spelling, or layout changes
2. Updates to the annexes.

These activities may be updated in the plan by the following individuals without obtaining a new CEO signature:

1. Emergency Management Administrator (EMA)
2. Emergency Management Program Manager
3. Primary annex holders

Homeland Security Presidential Directive (HSPD) 5 facilitates a standard management approach to major incidents, the National Incident Management System (NIMS). The NIMS is administered as part of the National Response Framework (NRF) which integrates the federal government into a single, all discipline, and all-hazards plan. The NIMS provides a nationwide approach that enables federal, state, tribal and local government agencies to “work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity.” This EOP has integrated concepts and language to help incident management operate in accordance with the NIMS.

During an emergency, field response personnel will use the Incident Command System (ICS) to manage the incident and employ resources at the site. The Emergency Operation Center (EOC) will coordinate additional resources, technical assistance, and policy guidance when needed.

This EOP has also integrated the concepts of the Federal Emergency Management Agency (FEMA) EOP development guidance: "Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101 Version 2" (2021).

This plan supersedes all previous plans.

RECORD OF REVISIONS

The following is a list of revisions made to the EOP. This chart tracks the date that changes were made, reason for the changes, updated pages, and who made the revision.

Date	Reason for Revision	Page Numbers	Revised By
10/6/2025	City of Battle Creek Emergency Action Guidelines Transitioned to Emergency Operations Plan - ESF Model	Entire Plan	Emergency Management Administrator

RECORD OF DISTRIBUTION

The following is a list of the individuals and facilities that have been provided a copy of the EOP in order to conduct the assigned tasks addressed in this plan.

Title	Name	Agency/Organization	Date	Copy #
Mayor	Mark A. Behnke	City of Battle Creek		
City Manager	Amanda Zimmerlin	City of Battle Creek		
Police Chief	Shannon Bagley	Battle Creek Police		
Fire Chief	Shannon Bagley	Battle Creek Fire		
EMA	Jared Hall	Emergency Services		
Executive Director	Michael Armitage	Calhoun County Consolidated Dispatch Authority		
District Coordinator	Lt. Josh Collins	MSP-EMHSD		
Coordinator	Bret White	R.A.C.E.S. Office		
Director	Chad Frein	IT Department		

Manager	Breanne Humphreys	Communications-PIO		
Director	Stephen Skalski	Department of Public Works		
Superintendent	Steven Siemen II	Field Services Division		
Director	Duska Brumm	Parks and Recreation		
Chief Facilities Officer	Katie Norton	Facilities Division		
Director	Michelle R. Hull	Human Resources		
Director	Aaron B. Kuhn	Revenue Services and Finance		
Director	Mallory R. Avis	Public Transportation		
Aviation Director	Philip S. Kroll	Battle Creek Executive Airport		
Manager	Patty J. Hoch-Melluish	Environmental Division		
Medical Director	Ginger M. Swiderski, MD	Region 5 Healthcare Preparedness and Response Coalition		
Operations Manager	Lori Phillips	LifeCare EMS		
Executive Director	Jackie Martens	Calhoun County Animal Center		
Director	William Nettleton, MD	Calhoun County Health Department		
Disaster Program Manager	Jordan Kellicut	American Red Cross		
EMC	Lt. Christopher Young	Calhoun County Emergency Management Division		
Director	Jared Hall	Battle Creek EOC		

BASE PLAN

Purpose, Scope, Situation Overview, and Assumptions

A. Purpose:

This EOP is being developed and maintained as required by local executive order, pursuant to the Michigan Emergency Management Act (1976 Public Act 390, as amended), and Publication (Pub) 201a developed by the MSP/EMHSD. This plan outlines activities that will allow the City of Battle Creek to provide a coordinated response to save lives, minimize injuries, protect property, preserve government functions, and maintain economic activities essential to its survival and recovery from the impacts of all hazards.

The plan provides the City of Battle Creek with a general concept of potential emergency assignments before, during, and following emergency or disaster situations. It also establishes guidelines for conducting efficient, effective, and coordinated emergency operations involving the use of all resources available to this jurisdiction and coordinates local agency SOPs. The EOP includes a base plan, functional annexes, and hazard-specific appendices.

B. Scope:

The EOP establishes a common EM approach to be utilized by the City of Battle Creek and its partner agencies, and organizations when faced by any hazards that may impact the jurisdiction. This EOP must be activated in a timely manner at the beginning of an incident to establish eligibility for state and federal disaster assistance funds.

C. Situation Overview:

1. The City of Battle Creek has taken various preparedness and incident management steps to enhance capabilities in responding to incidents including:

a. The mitigation of potential hazards.

b. Identification of emergency response agencies and mechanisms that will protect life and property before, during and after an emergency.

c. Tasking agencies, organizations, and individuals with specific functions and responsibilities related to emergency operations. Assigned tasks are explained in further detail under the “Organization and Assignment of Responsibilities.”

d. Identification of lines of succession and organizational relationships of emergency responders, agencies, and incident management personnel.

e. Identification of available resources and the development of resource management guidelines.

f. Integration with the Michigan Emergency Management Plan (MEMP), Calhoun County Hazard Mitigation Plan (HMP), and local support plans, etc.

g. Training and exercising of first responders in the NIMS and ICS concepts and principles, and the identification of capabilities by reviewing resources, personnel, and

agencies using the 32 core capabilities established in the National Preparedness Goal (NPG).

h. The following table shows the five mission areas outlined in the NPG, the examples of capabilities, and activities that have been established to be executed by the EM organization while within the scope of this EOP:

Prevention

Purpose: Prevent, avoid, or stop an imminent, threatened, or actual act of terrorism.

Actions: Heighten security for potential targets, investigate the nature and source of threats, implement public health and agricultural surveillance and testing, disrupt illegal activities, and apprehend perpetrator, etc.

Protection

Purpose: Protect individuals and assets against threats and hazards.

Actions: Develop Whole Community Plans through systematic planning processes, establish effective public information and warning systems to communicate significant hazards, create partnerships and networks between protection elements, facilitate information sharing between stakeholders, etc.

Mitigation

Purpose: Reduce the loss of life and property by lessening the impact of future incidents.

Actions: Identify and assess hazards and vulnerabilities, develop mitigation plans that include mitigation strategies, implement mitigation measures in support of the strategies, provide community with information on relevant hazards and empower them to make informed decisions, etc.

Response

Purpose: Respond quickly to save lives, protect property and the environment, and meet basic human needs during/following an incident.

Actions: Activate EOC and establish a command-and-control structure to support and coordinate response activities, deploy resources and supplies, activate Mutual Aid Agreements (MAA)/Memorandum of Understanding (MOUs, coordinate with multiple agencies and jurisdictions, facilitate the restoration of Community Lifelines, etc.

Recovery

Purpose: Recover and restore communities affected by an incident.

Actions: Conduct Damage Assessment (DA), plan for recovery at the same time as response actions are taken, restore infrastructure, apply for disaster assistance and reimbursements, consider mitigation opportunities while implementing recovery projects, inform public of recovery programs, etc.

During incident response, this plan and the outlined capabilities and actions will be utilized to stabilize the eight Community Lifelines established in the NRF that enable the continuous operation of critical government and business functions and are essential to human health and safety or economic security.

2. Hazard and threat analysis summary:

a. The City of Battle Creek is vulnerable to many hazards, all of which have the potential to disrupt the community, cause damage, create injuries and/or casualties, and will require the activation of this EOP. Hazards include severe weather, flooding incidents, train derailments, chemical spills, and power outages.

b. Hazardous materials (HAZMAT) incidents: Chemical fires, contamination, possible long-term effects.

c. The Battle Creek and Calhoun County Local Emergency Planning Committee (LEPC) is responsible for the development of community HAZMAT response plans for Superfund Amendments and Reauthorizations Act (SARA) Title III, Section 302 sites within Battle Creek and Calhoun County.

d. The LEPC maintains a list of sites with extremely hazardous substances (SARA Section 302 sites): These include: Off-site response plans for sites storing EHS above the TPQ, and a list of all facilities subject to submitting a Tier II report. Records are held by the Emergency Management Administrator.

3. Terrorism/critical infrastructure threats:

a. Intelligence information from the Michigan Intelligence Operations Center (MIOC) and the Battle Creek Police Department Fusion Center has been incorporated into the hazard analysis.

b. Protection activities have been incorporated into vulnerability and risk assessments.

c. Incidents involving acts of terrorism will be managed in accordance with Presidential Decision Directive 39 and HSPD 5.

d. Agriculture, food supply and cyber security, Chemical, Biological, Radiological, Nuclear, and high yield Explosive events, and pandemics have been addressed and incorporated into the hazard analysis.

e. Risks that may originate in neighboring jurisdictions and could create hazardous conditions in the City of Battle Creek include nuclear incidents, Dam failures, Chemical incidents, flooding, wildfires, and riots/terrorism.

The method to complete a hazard analysis includes:

Develop a Community Profile:

a) The City of Battle Creek is in southwest Michigan within Calhoun County, and is surrounded by Barry County, Eaton County, Branch County, Kalamazoo County, and Jackson County.

b) According to the 2022 U.S. Census, the City of Battle Creek has a population of 52,392, land mass of 43.73 square miles, and an estimated 10.7% individuals with access and functional needs (AFN).

c) Geographic features that cause threats include riverine flooding and floodplains.

Identify Common Hazards:

a) To establish common hazards, the jurisdiction researched past incidents, assessed topology/geology/environment, spoke with residents, media, and the public, reviewed the Calhoun County Hazard Mitigation plan and the Michigan Hazard Analysis.

b) The City of Battle Creek has experienced severe weather, damaging winds, a tornado, and straight-line winds for the last three years.

Measure Risks:

a) The jurisdiction has measured the risks that apply to the community by assessing the likelihood of occurrence, significance of impact, frequency of occurrence, potential size of the affected area, and population impact. This has been recorded in the Calhoun County Hazard Mitigation Plan.

b) It is likely that severe weather, winds, tornados, and straight-line winds will continue to threaten the community in the future, based on this risk analysis.

Identify Vulnerable/High Risk Areas or Situations:

a) The City of Battle Creek has identified high-risk areas through a Threat and Hazard analysis. These areas include Critical Infrastructure such as Governmental Facilities, Law Enforcement Offices, EMS, Fire Services, Public Works, Transportation facilities, Healthcare and Long-Term Care facilities, Schools and Educational Facilities, Post Offices, Public Libraries, and Utilities. Homes and businesses near flood plains, chemical facilities, or other areas that pose a potential risk.

b) The City of Battle Creek has the following unique areas or critical infrastructure and key resources (CIKR) sites that may require extra attention and/or planning: City Hall, Department of Public Works - Verona Pumping Station, Department of Public Works - Waste Water Treatment Plant, Calhoun County Jail, Battle Creek Police and Fire Departments, Battle Creek Public Transportation Department, Battle Creek Executive Airport, Consumers Energy, Railway Switching Yard, HDI Federal Center, Fort Custer - MING Base, MIANG Air Base, VA Medical Center, Kellanova World Headquarters, Post Foods World Headquarters, and the Enbridge Pipeline.

c) The City of Battle Creek has the following special or unique events that may pose a high-risk situation: Battle Creek Field of Flight, Battle Creek Half Marathon, Parades, Concerts, Athletic Events, Festivals, Dignitary and VIP Events, Demonstrations, and Marches.

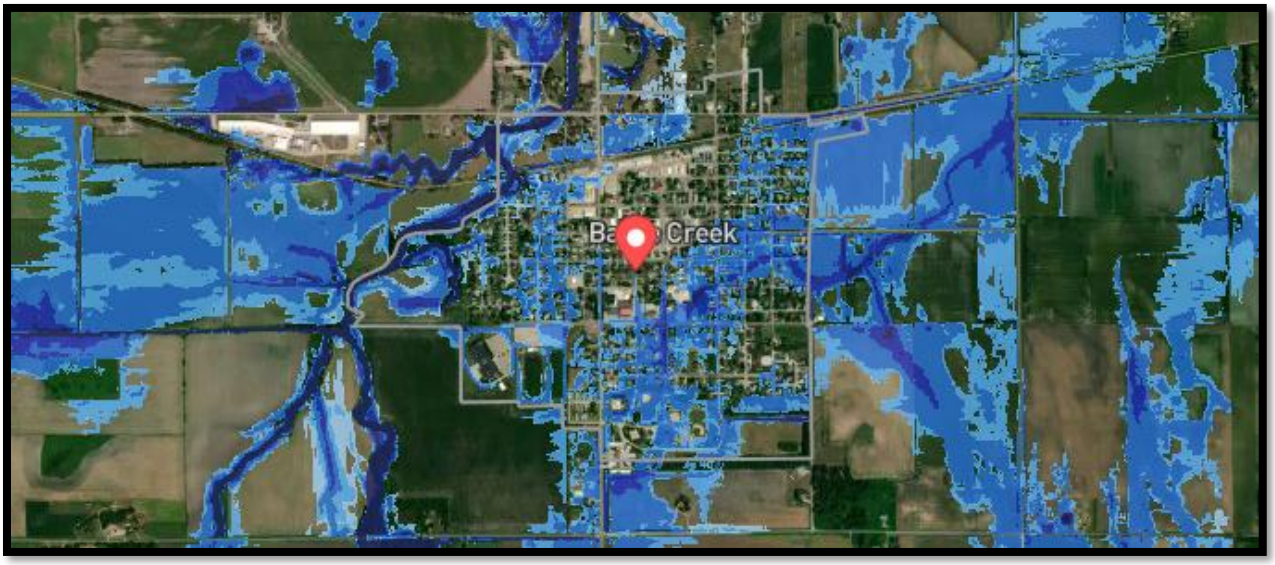
d) The City of Battle Creek has identified that the following time variables may influence hazard risks in the community:

Winter Season - blizzards, heavy snow and ice, power outages and trees.

Spring Season - flooding in areas known for re-occurrences.

Summer - severe storms, damaging winds, tornados, and power outages.

FLOOD PLAIN MAP



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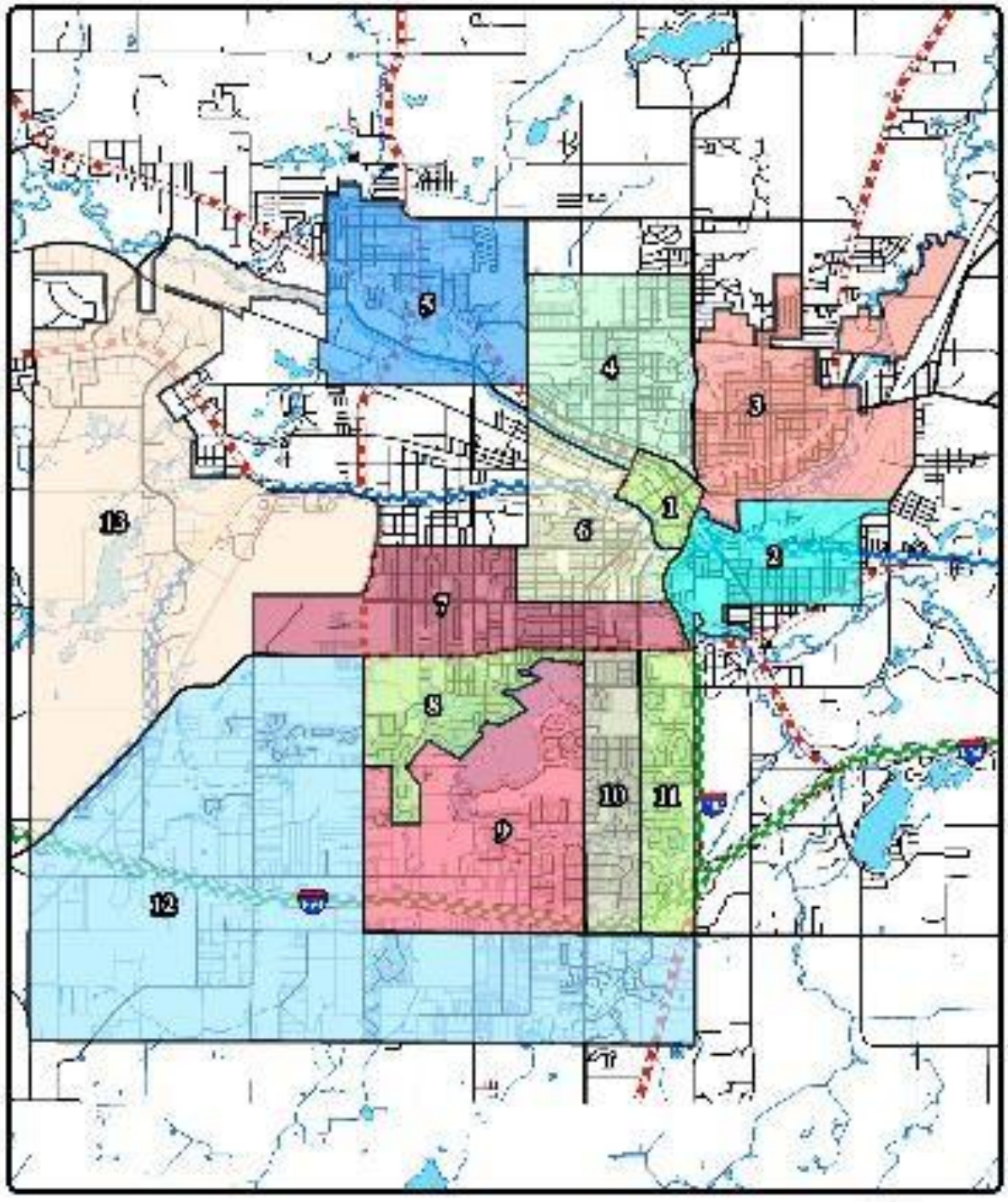
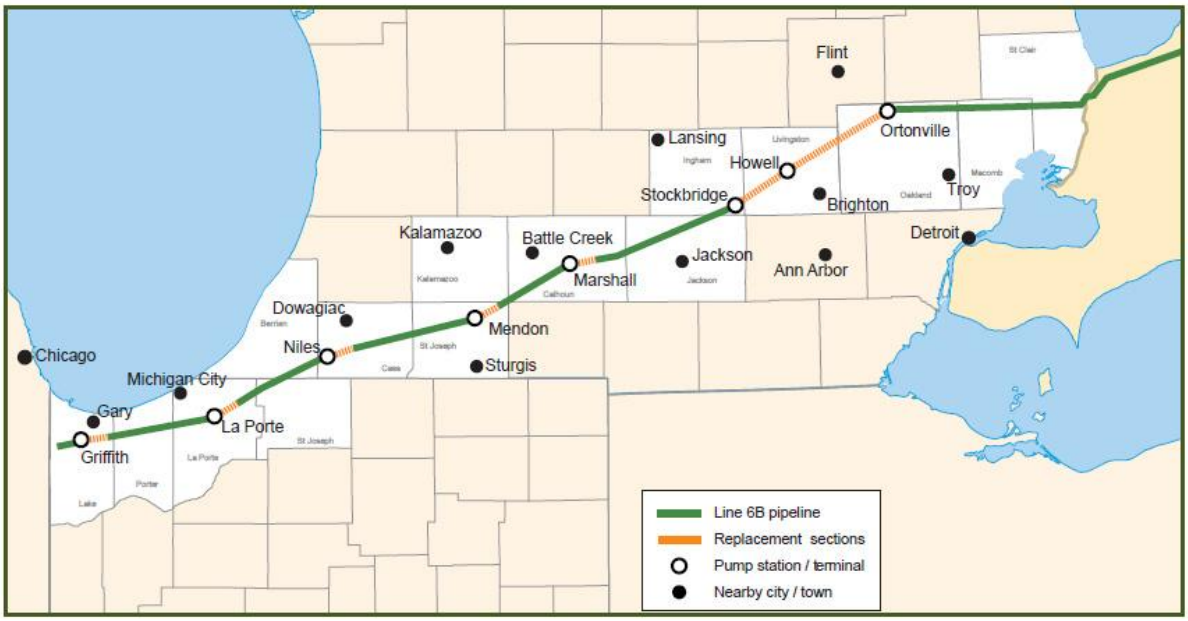
TRANSPORTATION MAP



PIPELINE

Enbridge Line 6B Maintenance and Rehabilitation Project



LOCAL GOVERNMENT BUILDINGS

MAJOR ROAD AND RAIL HAZMAT ROUTES

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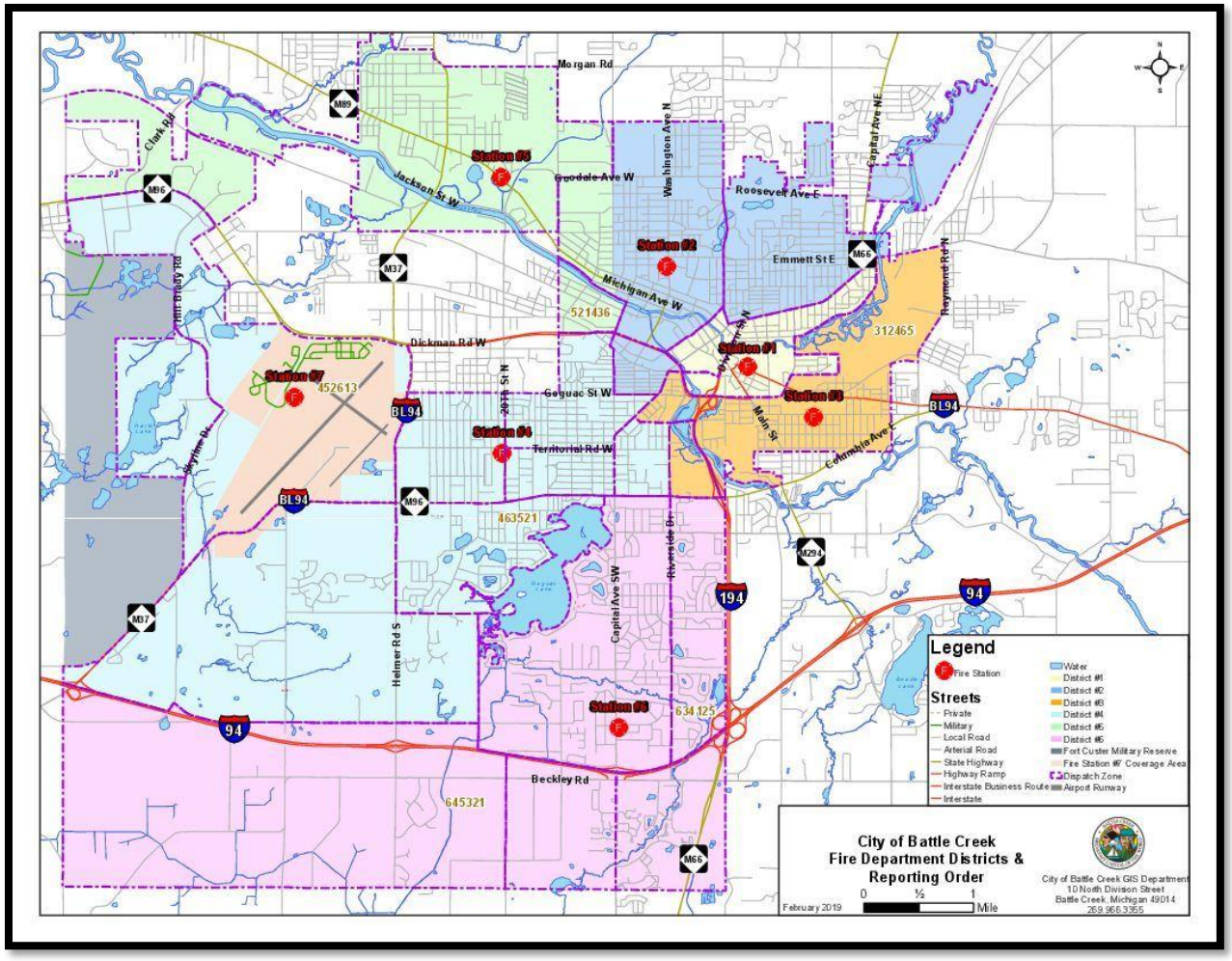
FIRE STATION AND DISTRICT MAP



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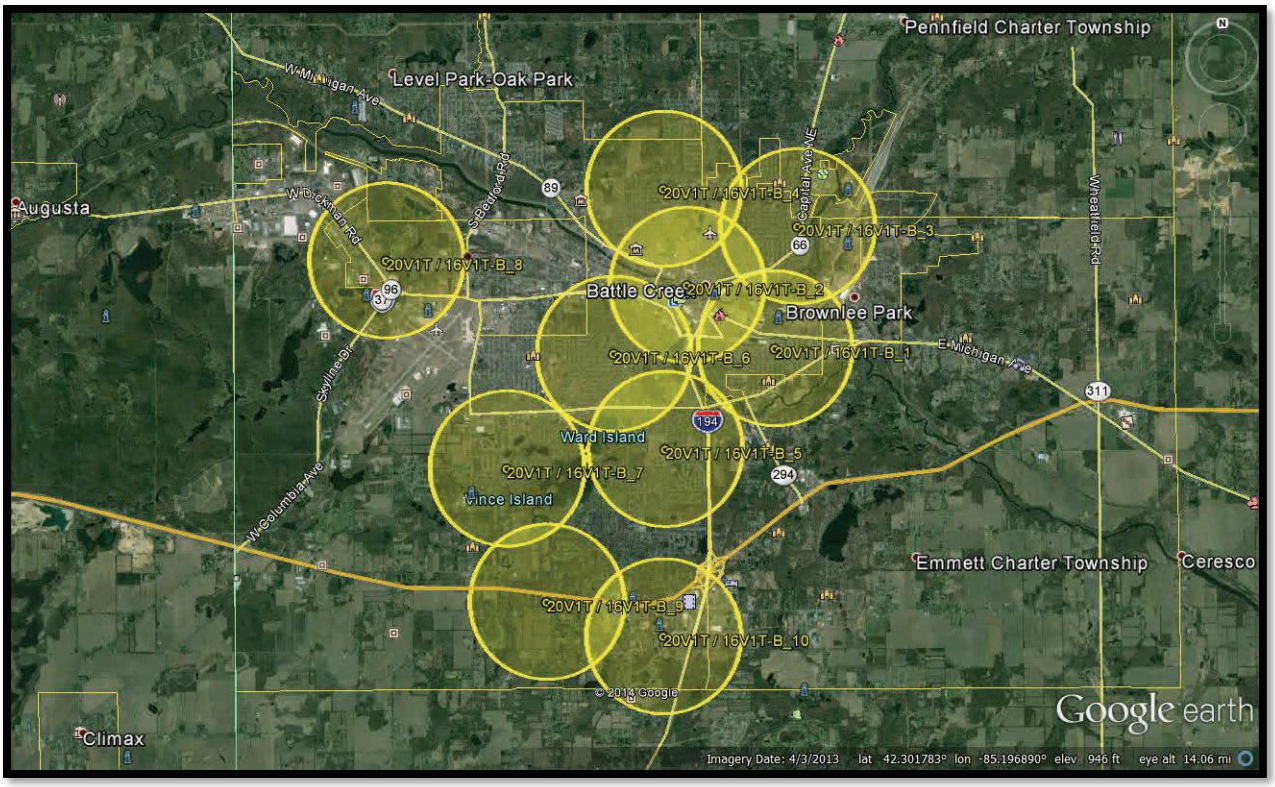
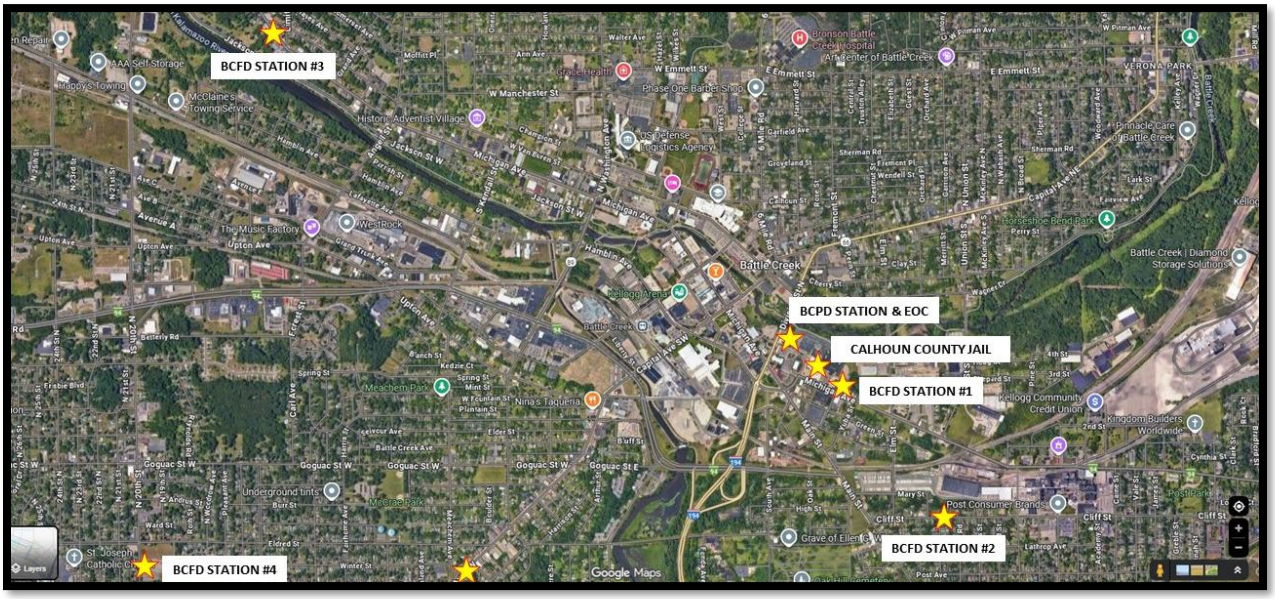
SIREN COVERAGE



POLICE DEPARTMENTS, FIRE DEPARTMENTS, AND EOC



D. Planning Assumptions:

1. The proper implementation of this plan will result in saving lives, stabilization of incidents, and property protection in the City of Battle Creek.

2. Some incidents occur with enough warning that necessary notification can be issued to ensure the appropriate level of preparation. Other incidents occur with no advanced warning.

3. The City of Battle Creek has the primary responsibility for emergency operations within its borders and will commit available resources to save lives, stabilize incidents, and minimize property damage.

4. Depending on the severity and magnitude of the situation, local resources may not be adequate to properly respond to an incident. It may be necessary to request assistance through volunteer organizations, the private sector, MAA/MOUs, and/or state and federal sources. When provided, these will supplement, not substitute for, relief provided by local jurisdictions.

5. All emergency response agencies within the City of Battle Creek will be considered available to respond to emergencies and disasters. Agencies will work to save lives, protect property, relieve human suffering, sustain survivors, stabilize incidents, repair essential facilities, restore services and protect the environment.

6. Emergency response personnel have completed appropriate levels of NIMS and ICS training in accordance with the incident management standards.

7. All planning for the care, housing, transportation, and treatment of individuals with Access and Functional Needs (AFN) is included in the five phases of emergency management: mitigation, prevention, preparedness, response, recovery.

8. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.

9. Emergency planning is a work-in-progress; the EOP is consistently reviewed and updated.

10. During an emergency or disaster, parts of the plan may need to be adjusted based on the situation. This includes improvisation and modifications.

Concept of Operations

A. Activating and deactivating the EOP:

1. Upon the recommendation of the Battle Creek Emergency Management Administrator (EMA), the Battle Creek Chief Executive Official (City Manager) may declare a local “state of emergency” pursuant to the EM Resolution to initiate and direct emergency response and recovery actions. If the response and recovery aspects of this plan have not been activated up to this point, the Emergency Management Plan (EMP) will do so at this time. The City of Battle Creek and the Emergency Services Division will assign and make available emergency personnel, resources or property for response and recovery efforts. This includes the need for evacuations and sheltering. These same resources may be available to assist other communities within the state of Michigan or other states, if necessary.

2. When the disaster or emergency has diminished to the point where normal day-to-day resources and the organization can cope with the situation, the Battle Creek Chief Executive Official (City Manager) may terminate the local "state of emergency" and deactivate the plan. A local state of emergency or disaster will automatically terminate after seven days, unless extended with the consent of the Chief Executive Official and board of Commissioners. If the governor has declared a "state of disaster" or "state of emergency", it shall remain in effect for 28 days, unless terminated or extended by executive order or proclamation, and approved by the legislature. If a presidential declaration of a "state of disaster" or "state of emergency" is made, it will be terminated following federal protocols and procedures.

3. See Attachment C for the Requesting a Governor's Emergency Disaster or Disaster Declaration and State Assistance form.

B. Issuing a local declaration includes the following steps:

1. The local EMP will perceive the threat, assess the hazard, and determine its scope and magnitude, select a control strategy, stabilize the incident, and monitor the hazard. If appropriate, the EMP may activate the response and recovery aspects of this plan.

2. The Emergency Management Office will decide if additional assistance is required to accomplish emergency tasks. If assistance is required, the EMC may activate the EOC and recommend that the CEO (City Manager) declare a local "state of emergency."

3. Those day-to-day functions that do not contribute directly to emergency operations may be suspended for the duration of the emergency. The efforts that would normally be required for those functions will be redirected to the accomplishment of emergency tasks by the agency concerned.

4. If the City Manager deems an incident is beyond the control of the jurisdiction and that state or federal assistance is needed, they may request that the Governor declare a "state of disaster" or "state of emergency". This will activate state assistance in accordance with Section 14, 1976 Public Act 390, as amended. This request will be submitted by the Emergency Management Coordinator to the MSP/EMHSD DC. The DC will assess the incident's nature, scope, and magnitude with the EMC. Their assessment and recommendations will be sent through the appropriate channels to the Governor.

5. If the President declares a federal state of "Emergency" or "Major Disaster," the Emergency Management Office will coordinate response/recovery activities with the respective state and federal entities.

6. The declarations are shared with neighboring jurisdictions via phone and/or email and through the Michigan Critical Information Management System (MI CIMS). All jurisdictions can access the EM Program Status Board in the MI CIMS to see which areas are operating under a declaration.

7. A template for a local "state of emergency" can be found in the MI CIMS under Reference Info, File Library, and then Emergency Declaration Templates. It can also be located at: The City

of Battle Creek Emergency Operations Plan and the City of Battle Creek Emergency Operations Center.

8. See Attachment B, outlining the declaration process.

C. Assessing and stabilizing Community Lifelines:

1. During incident response, this plan and the outlined capabilities and activities will be utilized to stabilize the eight Community Lifelines that are established in NRF:

Safety and Security

Law Enforcement/Security, Fire Service, Search and Rescue, Government Service, Community Safety

Food, Hydration, Shelter

Food, Hydration, Shelter, Agriculture.

Health and Medical

Medical Care, Public Health, Patient Movement, Medical Supply Chain, Fatality Management

Energy (Power & Fuel)

Power Grid and Fuel

Communications

Infrastructure, Responder Communications, Alerts/Warnings/Messages, Finance, 911 and Dispatch

Transportation

Highway/Roadway/Motor Vehicle, Mass Transit, Railway, Aviation, Maritime

Hazardous Materials

Facilities, HAZMAT/Pollutants/Contaminants.

Water Systems

Potable Water Infrastructure, Wastewater Management

2. The components represent the general scope of services for a lifeline and can be broken down into further subcomponents. Subcomponents provide a more granular level of enabling functions for the delivery of services to the community.

3. These lifelines enable the continuous operation of critical government and business functions and are essential to human health and safety or economic security. They are the most fundamental services in the community that enable other aspects of the community to function.

4. The status of the lifelines characterizes the incident. Assessing impacts on lifelines and determining their status identifies the root causes of priority issue areas and distinguishes the highest priorities and most complex issues from other incident information.

5. When lifelines are disrupted, decisive intervention (e.g., service re-establishment or contingency response solutions) is urgently required.

6. When all lifelines have returned to a permanent stable status, the immediate response to an incident can be considered complete (while short- and long-term recovery activities will likely continue).

D. Protective action/executive orders:

1. Orders issued for the jurisdiction are implemented upon the CEO's authority.

2. Protective action orders (PAO) are based on recommendations from the chief of the assigned expert agency for the applicable hazard(s) (after the hazard has been analyzed). Recommendations are made to the jurisdiction's CEO and are issued under their authority.

3. After a Governor's declaration, state agency EMCs provide recommendations to the Governor for issuing PAOs. The Governor can direct and compel evacuations in accordance with Section 5, 1976 Public Act 390, as amended.

4. Once a public action is determined, the public will be warned via IPAWS, text messaging, social media platforms, and television.

5. A protective action implementation plan should be determined and includes steps to monitor the implementation, control access to the area, support the evacuation, provide decontamination support, medical treatment and individuals requiring Functional Needs Support System (FNSS), and search and rescue of the area.

E. Legal questions and issues:

1. Legal questions or issues are resolved in the City of Battle Creek through the City Attorney's Office. Legal counsel may be present in the EOC when the incident includes any possible legal matters.

2. Legal issues include:

a. The legal authority for the EOP and emergency operations is 1976 Public Act 390, as amended, and the City of Battle Creek EM Resolution of 10/10/1995.

b. Section 11 of 1976 Public Act 390, as amended, addresses the following legal issues: Powers and duties of personnel of disaster relief forces; liability for personal injury or property damage; right to benefits or compensation, disaster relief workers; immunity; additional authority of dentists, veterinarians, nurses, or paramedics; liability and legal obligation of persons owning or controlling real estate or other premises used for shelter.

c. Additional legal issues may include: evacuation issues (e.g. authority to order evacuation, mandatory evacuation, transportation issues, pet evacuation, refusal to

evacuate), sheltering (e.g. accessibility, AFN requirements, service animals, household pets, discrimination, infectious diseases, social distancing, etc.), licensing and credentialing, and federal financial assistance and reimbursement (e.g., plan must be activated in timely manner, ineligible debris removal, permissible and prohibited contracts, etc.).

F. Coordination between agencies, boards, and divisions within the jurisdiction:

1. Agency/department meetings are on different schedules, the Law Advisory meeting is monthly, the Fire Chief's meeting is bi-monthly, and The Fire Association meeting is bi-monthly. The Emergency Management Administrator gives an update on the current activity of the office including upcoming training, exercises, and After-Action Reports (AARs) at all attended meetings.

2. Local Planning Team and/or LEPC meetings occur quarterly and will include individuals from the following departments and/or agencies: Elected state and local officials, law enforcement, emergency management, firefighting, first aid and health, local environmental, hospital, transportation personnel, broadcast and print media, community groups, owners/operators of facilities subject to the reporting requirements of SARA Title III.

3. The local EMP is responsible for maintaining communications and coordinating departments and other public and private assistance agencies.

4. Coordination of incident response support, emergency incident communications, public warning and information between agencies, boards, and departments is managed in the EOC.

5. Notification of law enforcement, fire, and EMS personnel to report to the EOC is made through the 911 dispatch center. The EMC is responsible for contacting other key personnel to report to the EOC. Other key personnel will be notified via phone, email, or radio.

6. Training will be coordinated through the Emergency Management Administrator or Department Chief or designee and will occur based on each department's needs and requirements. A list of training courses that includes multiple agency/division participation includes IS 100, 200, 300, 400, 700, 800, G-191, MI-CEMKR, L-105.

7. The EMP will coordinate jurisdictional exercises that include as many as possible, City of Battle Creek departments, e.g. Fire, Police, EMS, Finance, etc. Exercises will occur as much as possible and will be scheduled in annual rotations.

G. Coordination with CIKR operators and private sector organizations that provide essential services:

1. The EMP has identified critical infrastructure and business that provide services essential to the functioning of Community Lifelines:

a. The CIKR includes Public Schools, Energy companies, and private companies. These reports can be found with the Emergency Management Administrator.

b. Businesses that provide essential services are listed on a CIKR report that is maintained and held by the Emergency Management Administrator.

c. The EMP maintains relationships with CIKR and business representatives, promotes preparedness and continuity of operations information, and provides education on the EM process.

2. Intelligence, information, data, and knowledge related to threats and hazards against CIKR, and businesses are shared among federal, state, local, or private sector entities through the Michigan Intelligence Operations Center (MIOC) - as well as - the Battle Creek Police Department Fusion Center.

3. The local law enforcement organizations and related offices attempt to delay, divert, intercept, halt, apprehend, or secure threats and hazards against CIKR and businesses. Evacuation and Shelter in place will be assessed at all phases of an incident.

4. Infrastructure owners and operators report damages, failures, and anticipated future or cascading impacts during incidents.

5. Infrastructure operators and businesses that provide essential services may request assistance during incidents. The EOC will evaluate and prioritize such requests based on overall response priorities and the potential severity of immediate or cascading impacts on essential services.

H. The needs of individuals with Access and Functional needs (AFN) will be managed through:

1. Incorporating functional needs support services in all phases of Emergency Management (EM)

2. Incorporating children's needs in all phases of EM.

3. Creating customized awareness materials and preparedness messages to increase the ability of individuals with AFN to plan for and survive an incident.

4. Sustaining a 211 system with a Telecommunications Device for the Deaf (TDD) and hard of hearing. This system has been merged into the 911 phone system.

5. Utilizing television stations to provide messaging for public warning announcements.

6. Providing evacuation plans to individuals with AFN, agencies, and care centers, etc. to increase awareness prior to and during an emergency, and to inform them of procedures for evacuating affected areas.

7. Confirming that shelters will comply with the Americans with Disabilities Act (ADA) standards and will have specialized equipment, such as walkers, wheelchairs, medication, personal assistance services, interpreters, for individuals with AFN, and resources necessary for children, including but not limited to diapers, formula, food, portable cribs, playpens, and the capacity to supervise any unaccompanied children.

8. Incorporating children's needs in all phases of Emergency Management.

Additional support/response plans:

1. The City of Battle Creek and Calhoun County share a FEMA-approved HMP detailing the hazard analysis conducted and the potential mitigation actions that reduce the potential impacts of the hazards to the community. A copy of the plan has been submitted to MSP/EMHSD and is kept on file by the division.

2. Agencies and institutions that have developed plans that directly support the implementation of this EOP include hospitals, schools, facilities, non-governmental organizations (NGOs), and Radio Amateur Civil Emergency Services (R.A.C.E.S.).

3. Additional support plans and documents maintained by the Emergency Management Program include Off-site plans for Chemical facilities with EHS above the TPQ, Calhoun County Hazard Mitigation plan, Local Government Emergency Operations plans, City of Battle Creek Policies & Procedures & Administrative Documents.

Organizations and Assignment of Responsibilities

A. City of Battle Creek roles and responsibilities include:

1. Appoint an EMC pursuant to the 1976 Public Act 390, as amended.

2. Establish policy and provide guidance to staff related to response and recovery efforts.

3. Review and ratify local declarations of emergency.

4. Host community meetings to ensure needs are addressed and to disseminate information to residents.

5. Coordinate with elected officials at the state and regional level.

B. City of Battle Creek Emergency Management roles and responsibilities:

1. Local EMP/EOC roles and responsibilities include:

a. Develop, maintain, and activate the City of Battle Creek EOP, HMP, SOPs, resource lists, MAA/MOUs, and alerting procedures.

b. Maintain and activate the local EOC.

c. Ensure the EMP works toward implementation of the NIMS.

d. Verify that personnel assigned emergency tasks and responsibilities are properly trained.

e. Prepare and submit assessment data and other reports as requested or required.

f. When incidents occur, respond with applicable and available resources to the maximum extent possible and appropriate, including the use of nearby resources and MAA/MOUs and based on current SOPs.

g. If local resources and capabilities have been exhausted (including the use of MAA/MOUs) and unmet needs still exist, request supplemental assistance from the state in accordance with the process established by the MSP/EMHSD.

h. Form and maintain partnerships with the whole community (local, state, regional, and federal entities, the private sector, NGOs, community groups and their representatives, etc.) and include them in the development and revision of the EOP.

i. Address requirements for AFN populations, children, and pets, including providing for medical needs, transportation, and other emergency support.

j. Determine if there is a need for Sheltering for displaced civilians and/or evacuees based on information given by the Incident Commander and other entities.

k. Maintain all information including resource accountability, use, and needs within MI CIMS. Track all resources within the EOC and communicate the status of all resources to all personnel within the EOC. This will be conducted through the Resource Management desk.

2. General roles and responsibilities for all departments and agencies identified and assigned to the EOC include:

a. Support EOP concepts, processes, and structures while carrying out their assigned functional responsibilities.

b. Collaborate with other EM stakeholders, as appropriate and consistent with their own authorities and responsibilities.

c. Designate representatives to staff the EOC during activations for incidents, drills, and exercises.

d. Provide cooperation, resources, and support to implement the EOP.

e. Provide updates to their portions of the EOP in a timely manner, when requested by the EMP.

f. Develop, exercise, and refine department/agency capabilities to ensure sustained operational readiness in support of the EOP.

g. Maintain SOPs, emergency response plans, resource lists, MAA/MOUs, checklists, and notification rosters to ensure assignments in the EOP are feasible.

h. Utilize department- and agency-specific authorities, resources, and programs to facilitate incident management activities in accordance with the EOP.

i. Ensure equitable treatment and provision of resources and services to all members of the community.

j. Specific tasks are described in detail in each functional annex.

C. State responsibilities supporting local emergency operations:

1. The MSP/EMHSD is a state EM agency in the state of Michigan. The responsibilities of the division include:

a. Activate the State Emergency Operation Center (SEOC), and State Joint Information Center, if necessary to support local emergency operations and incident management.

b. Provide resources once local resources are exhausted.

c. Act as liaison between local EMP and federal agencies (e.g., FEMA).

d. Provide planning guidance for EOP and supporting documents.

e. Approve and verify that the local EMP meets federal criteria for preparedness funding.

f. Ensure that the local EMP is working toward NIMS implementation.

2. The MSP/EMHSD DC assists the EMP with:

a. Verification that the EMP meets all necessary requirements imposed by MSP/EMHSD and federal agencies.

b. Review and approval of the EOP.

c. Providing training and participating in exercises (e.g., MI CIMS).

d. Liaison between local EMP and MSP/EMHSD command and staff.

e. Liaison between local EMP and the SEOC during activations.

3. The Michigan Department of Environment, Great Lakes, and Energy (EGLE): Supports the EMP through management of information about SARA Title III sites, testing of air, ground water and surface water, technical assistance on flood impacts/dam failures, etc.

4. The Michigan Department of Agriculture and Rural Development (MDARD): Supports the EMP through the inspection of food/distribution/processing stores in affected areas, issuing agriculture PAOs, and assisting with animal sheltering needs, etc.

D. Federal agencies and their responsibilities that support local EM operations include:

1. Federal Emergency Management Agency (FEMA): Will provide monetary assistance, response teams, support at incident facilities such as the EOC and Joint Field Office, and additional resources and direct federal assistance during federally declared disasters or emergencies.

2. Federal Bureau of Investigation (FBI): Will investigate terrorism and weapons of mass destruction (WMD) attacks, provide task forces to assist with investigations, and gather intelligence information.

3. United States Department of Transportation (US DOT): Will provide emergency relief aid, assist in maritime emergencies, and aid with road/bridge assessments.

E. Government sponsored teams and their responsibilities that support local EM operations include:

1. Volunteers in Policing: Increases the use of volunteers in existing programs, may assist with general policing duties.

2. Michigan Voluntary Organizations Active in Disaster (MIVOAD): Provides volunteers during a disaster to assist with disaster relief efforts such as preparing and delivering meals.

3. Community Emergency Response Teams (CERT): Coordinates volunteer activities to assist in fire safety, light search and rescue, medical operations, evacuations, sheltering sites, etc.

F. The organizations listed below are not mandated to assist the city during incidents. However, the EM will request support from organizations that have the capabilities and resources to help with the specific incident/disaster. Private sector and voluntary or community organizations and their ability to support local EM operations include:

1. Salvation Army: Emergency Preparedness, Immediate emergency response, long-term Disaster Recovery, Spiritual and Emotional Care. Provides emergency disaster services including mobile feeding kitchens that could activate during a large-scale disaster, smaller incidents would be handled by other local organizations.

2. United Way: United Way is not an emergency response organization but an organization that assists the local population year-round with their focus on Asset Limited, Income Constrained, Employed (ALICE) residents. UW is capable to assist during an emergency/disaster, to an extent.

3. American Red Cross-Kalamazoo: Nearest office is in Kalamazoo, MI. The Red Cross can assist with damage assessments, shelters, cooling centers, and a variety of other things based on the incident and its size. The availability of their assistance will also depend on whether the incident has crossed the city borders, and if they are needed in multiple areas. The EM maintains contact with the Red Cross liaison and maintains a relationship through meetings, training events, and exercises.

4. Calhoun County Senior Services: A non-profit organization that provides a broad range of services to Calhoun County seniors. Their mission is to provide services and programs to assist individuals to age and live well with dignity and independence. The Calhoun County COA has volunteered to assist any way possible during past incidents.

5. Post Disaster NGOs: Are commonly used for assisting in debris management. There are multiple NGOs in and near the City of Battle Creek that have assisted during past incidents and are available for future incidents.

6. City of Battle Creek Emergency Services Division addresses unaffiliated volunteers and donations through Annex: ESF 7: Logistics and the following methods:

a. Forming partnerships with volunteer organizations such as The Salvation Army, American Red Cross, United Way, Calhoun County Response Consortium, Debris Management NGOs and CERT to manage unaffiliated volunteers and donations.

b. Continuously researching liability issues and laws that affect unaffiliated volunteers.

c. Establish a local volunteer registration center if necessary to screen, coordinate, direct, and assign roles and responsibilities to volunteers.

d. If needed, staff a donations center, or a donations desk at a volunteer registration center. Identify facilities for staging and warehousing of donations.

e. Communicating what donations are ideal & needed, and other donations that may not be useful.

f. Implementing ICS 204 - Assignment List, ICS 214 - Activity Log, Sign in roster, personnel tracker to track volunteers.

g. Developing media and public education campaigns that encourage volunteers to undertake pre-involvement and affiliation with existing organizations. Campaigns include CERT, social media sites, Storm Watchers, and events that provide an opportunity to promote volunteer programs.

h. Developing standard messages to address volunteer and donation needs before, during, and after an emergency.

The Emergency Management Administrator will coordinate with local services, public-private organizations, businesses, industry, and critical infrastructure owners and operators on methods for emergency response and recovery based on their capabilities, resources, and availability. This will also be planned and managed by the EOC personnel and CEO.

G. Current MAA/MOUs exist between the Battle Creek Police Department/ Emergency Services Division and the following:

1. Memorandum of Agreements and Memorandum of Understanding documents are managed and held at the Emergency Services Division. First responder organizations within the City of Battle Creek: Local Fire Departments maintain their MAA/MOUs among local departments and departments outside of the city. Local EMS and Local police departments follow the same procedures.

2. First-responder organizations in neighboring jurisdictions: Are maintained and tracked by the Emergency Services Division, local first responders, and agencies involved in incidents and disasters.

3. Battle Creek Emergency Services MOUs:

a. District 5 Regional Dive Team

b. District 5 Regional Mutual Aid Agreement

c. Calhoun County Health Department

d. Radio Amateur Civil Emergency Services (RACES)

e. CERT

f. Calhoun County IPAWS

4. Providing and receiving resources through the Emergency Management Assistance Compact (EMAC), coordinated through MSP/EMSHD.

5. Receiving alerts, notifications, and emergency public information through Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS).

6. MEMAC - Michigan Emergency Management Assistance Compact

7. Resource agreements: Battle Creek Emergency Services maintains a resource list. However, there are no MAA/MOUs in place with these organizations.

8. MOU with Calhoun County Health Department for Support of Strategic National Stockpile (SNS) Resources during a public health emergency.

9. Utilities inside and outside jurisdiction; There are no official MAA/MOUs with local utilities or outside jurisdictions. A list of Utility offices is maintained by the Emergency Services Division.

10. Shelter facilities: Are managed and identified by the American Red Cross. The Red Cross will be contacted when a shelter location is needed.

11. Private Businesses: A list of businesses is maintained by the Emergency Services Division. MAA/MOUs are not in place with the EM office. The City of Battle Creek Finance Department will follow procedures in identifying a specific business for the resources requested. Examples of resources & services: Waste haulers, spill contractors, landfill operators, debris management businesses.

Direction, Control, and Coordination

A. General tactical and operational control guidelines include:

1. The City Manager is ultimately responsible for EM activities within the boundaries of the jurisdiction.

2. At no time will the City Manager supersede the authority of the elected officials nor other officials of any of the incorporated subdivisions unless:

a. Requested to do so by those elected officials.

b. The local subdivisions governmental body is incapacitated or ceases to exist.

c. Empowered to do so by the governor under the authority of 1976 Public Act 390, as amended.

4. The local Emergency Management Program is responsible for coordinating and maintaining communications between departments and other public and private assisting organizations identified in this plan.

5. The appropriate responding agency will assume incident command (IC), or a Unified Command (UC) may be established, depending on the incident and capabilities.

6. The EOC will provide resource support, technical assistance, and policy guidance to local response operations.

7. For citywide response operations, direction and control will originate from the EOC once the EOC has been officially activated and communications are moved from 911 dispatch to the EOC.

B. Lines of succession include:

1. City of Battle Creek Administration:

a. The line of succession proceeds from the City Manager, Assistant City Manager, Mayor, Vice Mayor, and then to the members of the Board of Commissioners (by seniority), and to the Incident Commander, in accordance with jurisdiction policy.

b. Lines of succession for emergency services and other department/agency heads will be directed by the Chief of Police in conjunction with the appropriate department/agency heads.

c. In the event circumstances resulting from a disaster prevent a political entity from performing effective operations, the next higher political subdivision may assume authority until the first political entity is able to adequately resume operations.

2. The Emergency Management Administrator:

a. Calhoun County Emergency Management Coordinator

b. Battle Creek Chief of Police

c. Battle Creek Fire Chief

d. Calhoun County Consolidated Dispatch Authority - Executive Director

3. The individual or agency responsible for each annex (emergency function) identified in this plan must establish a line of succession and ensure that departmental personnel and the EMP are informed of this line of succession.

C. Multijurisdictional coordination systems and processes include:

1. National Incident Management System/Incident Command System (NIMS/ICS):

a. Per HSPD-5, state and local governments must adopt the NIMS and institutionalize the ICS for the eligibility of federal preparedness funds.

b. The NIMS is adopted as the state's standard for incident management through Executive Directive No. 2005-09.

c. It is expected that response personnel will satisfy NIMS and ICS training standards sufficient to their operational level.

d. All incidents will be managed using the concepts and principles of NIMS for the coordination and control of multi-jurisdictional emergency response organizations. Field incident response will utilize the ICS. Expanding or complex incidents may require the assistance of Incident Management Teams.

e. This document integrates the concepts and principles of NIMS.

2. The EOC utilizes an ICS-like organizational structure.

a. The following table identifies the major functions of the EOC management staff:

Emergency Operation Center (EOC) Director

Sets EOC objectives and tasks, integrates stakeholders, works with senior officials to develop the policy direction for incident support, and ensures the dissemination of timely, accurate, and accessible information to the public. Notifies key personnel based on the EOC SOP when activating the Emergency Operations Center.

Operations Coordination Section

Ensures that on-scene incident personnel have the resources and operational support needed to achieve incident objectives and address leadership priorities.

Logistics Coordination Section

Provides advanced resource support to the incident and works closely with Operations Coordination Section Staff to source and procure resources. Staff also provide resources and services to support EOC staff and their activities.

Planning Coordination Section

Manage situational awareness and collect, analyzes, and disseminates incident and incident-related information. They also develop EOC activation-related plans and facilitate planning processes to achieve EOC objectives.

Finance/Administration Coordination Section

Manages the financial, administrative, and cost analysis aspects of EOC activation. They track the expenditures associated with the activation and report on costs as they accrue.

b. The City of Battle Creek Emergency Management Program Manager, Emergency Management Administrator, or their designee will assume the role of EOC Director.

c. The EOC Director expands or contracts the EOC organizational structure based on available personnel and incident needs.

3. Incident Facilities

a. The EOC guidelines include:

i. The primary EOC is located at 34 N Division Street, Battle Creek MI 49014. In the event the primary EOC cannot be used, an alternate EOC will be established at 301 Elm Street, Battle Creek, MI 49014. Communications and a generator are available at this location.

ii. Coordination of response, emergency incident communications, public warning and information, information collection, analysis, and dissemination and resource (facilities, personnel, equipment, and materials) allocation and tracking are accomplished in the EOC.

iii. The EOC will provide support and coordination to the IC(s) and command personnel at the Incident Command Post(s) (ICP(s)), and will receive requests for, locate, acquire, document and track outside resources requested from the local incident organization.

iv. Communication between the EOC and the on-scene incident management operations will be through the liaison officer using 800-megahertz (MHz) radio system.

v. The EMC is responsible for opening, staffing, and managing the local EOC.

vi. Notification of law enforcement, fire, and EMS personnel to report to the EOC will be through the 911 dispatch center. The EMP is responsible for contacting the other key personnel to report to the EOC.

vii. The primary section holders of the annexes will report to the EOC when activated for scheduled exercises or incident response or delegate another representative from their organization to staff the EOC and implement the plan.

b. The JIC guidelines include:

i. The JIC will be established near the EOC and will be managed by the Public Information Officer (PIO).

ii. The JIC will integrate incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, accurate, accessible, and timely information during crisis or incident operations.

iii. The JIC is the central point of contact for all news media at the scene of an incident.

iv. The PIOs from all participating agencies will co-locate at the JIC.

c. The ICP guidelines include:

i. An ICP can be established in the vicinity of an incident site by the appropriate responding agency and structured using the ICS.

ii. The ICP will be the location of the tactical level, on-scene IC organization, and will conduct incident planning.

d. Security at the incident facilities will be assigned to the responding the Battle Creek Police Department and all personnel reporting to the facilities will be required to wear IDs. Check-in personnel will maintain a roster of the personnel who are to report. Unwanted personnel will be turned away unless directed otherwise.

Information Collection, Analysis, and Dissemination

A. During incidents, information will be collected and disseminated through the following methods and protocols:

1. Verbally: Through SEOC Briefings, meetings, phone, etc.

2. Electronically: Through MI CIMS, email, and other available options.

3. MI CIMS (WebEOC): Through the Incident Creation Board (if necessary), Activity Logs, EM Program Status Board, DA Board, etc.

4. Displays: Through maps, charts, tables, and pictures in the EOC, Geographical Information Systems services, etc.

B. Critical information needs and collection priorities include:

1. Boundaries of the disaster.

2. Declaration Information.

3. Injuries/deaths.

4. Property/environmental damage.

5. Assessment of Community Lifelines.

a. Status (What?) – Root cause of disruption to lifeline services.

b. Impacts (So What?) – Impacts to specific communities, residents, and response operations.

c. Actions (Now What?) – Actions taken to address disrupted services.

d. Limiting Factors (What's the Gap?) – Issues preventing services from being reestablished.

e. Estimated Time to Re-Establishment (When?) – Current condition or estimated timeframe to change in status/stabilization.

6. Resources expended/committed.

7. Impact on public facilities and services.

8. Mandatory evacuation/In-place shelter status.

9. Social/economic/political impacts.

10. Major response/recovery actions taken or being taken.

11. Reception centers and shelters that are open.

12. Weather data and its impact on response and recovery operations.

13. Locations and status of disaster facilities (e.g., EOCs, ICP, JIC, etc.).

C. The City of Battle Creek implements the following long-term Information collection, analysis, and dissemination strategies:

1. Identifying and resolving structural impediments to improving the counterintelligence function within the EOC.

2. Establishing intelligence priorities, policies, processes, standards, guidelines, and procedures.

3. Implementing and maintaining information sharing systems and continuously exploring and deploying technical and programmatic capabilities for providing access to and delivering information.

D. The City of Battle Creek will collaborate with the public and sector-specific watch programs through the following methods:

1. Providing information to the public through the Public Information Official.

2. Collecting information from the community.

3. Coordinating with the MIOC and fusion centers within Region 5.

Communications

A. Notification and Mobilization:

1. Upon the declaration of a “state of emergency” by the City Manager or their designee, the stakeholders to this plan will be notified by the Emergency Management Administrator (EMA).

2. Upon the activation of the EOC, the key personnel responsible for EOC operations will be notified to mobilize by the EMA.

B. Emergency Communications:

1. If applicable, communication between IC and the EOC will be established upon activation of the EOC.

2. Communication between the EOC and the on-scene operations will be channeled through the liaison officers at both locations.

3. Communications channels used during emergencies include:

a. 800 MHz Radios: Will be used to communicate between ICP(s), EOC, and other facilities and personnel.

b. Television Stations: Will provide public information and warning. The following television stations are used: WWMT, WOODTV, and WXMI.

c. Radio Stations: Will provide public information and warning. The following radio stations are used: WBCK and WKZO.

d. Door to Door: Will ensure impacted residents are aware of emergencies and take precaution.

4. Plain language terminology/communication will be used between multi-agencies and jurisdictions unless circumstances demand unique or coded language.

5. Upon request, RACES will provide additional communication capabilities for agencies and facilities. Their office is located at the City of Battle Creek EOC.

Administration, Finance, and Logistics

A. Administrative documentation includes:

1. Using historical records of the actions taken to recover disaster costs, address insurance needs, settling possible litigation, and developing future mitigation strategies.

2. Each department head, or the person responsible for an emergency function collects, analyzes, displays, reports, and disseminates accurate records of the actions taken during an emergency, resources expended, economic and human impacts, and lessons learned.

3. Logging significant events and activities by each agency pertaining to the agency's response to the incident. This is done through MI CIMS.

4. Managing resources in the MI CIMS before, during, and after an incident.

5. Collecting public and private DA data through MI CIMS, DA and EM Program Status Boards, within 72 hours of an incident (if incident conditions permit). This is done through the collaboration with EOC personnel and on-site state inspection teams. Back up forms should be in place in case the MI CIMS is inoperable.

6. Damage survey worksheets that will be used by on-site inspection teams for surveying both private and public damage; this is based on the current FEMA Preliminary Damage Assessment (PDA) guidelines.

B. After-Action Reports requirements include:

1. The AAR is mandatory for all exercises using Homeland Security Grant Program (HSGP) or Emergency Management Performance Grant (EMPG) funds. The AAR is meant to review actions taken, identify resource shortfalls, other shortcomings and highlight strengths.

2. All jurisdictions and organizations must electronically submit their AAR in MI CIMS under the option: EMPG Training and Exercise Reporting and notify their respective DC. This will be completed quarterly. If this option is not available, the AAR will be submitted to their respective DC for review within 60 days of the conclusion of the exercise.

3. Multi-jurisdictional exercises may produce one AAR for the exercise. However, each jurisdiction shall complete their own improvement plan matrix as part of the AAR to identify corrective actions specific to their community.

4. Copies of exercise sign-in sheets must be maintained by the program manager for audit purposes. All EMPG-funded participants must be noted.

5. Seminars, Orientations and Workshops must have an executive summary, exercise overview, conclusion, participant's feedback, and improvement plan completed.

6. Tabletop and operations-based exercises must have a complete AAR, including an analysis of objectives.

7. The AAR will be reviewed by the DC and forwarded to the MSP/EMHSD State Exercise Officer.

8. The AAR process will allow the jurisdiction to identify and correct deficiencies.

C. Finance considerations include:

1. Federal and state assistance potentially available to the jurisdiction include:

a. Public Assistance (PA): Assistance for public entities to repair, replace, or restore damaged publicly owned facilities available after a federal declaration of Emergency or Major Disaster.

b. Individual Assistance (IA): Assistance for individuals, families, and businesses after a federal declaration of a Major Disaster (availability of IA programs is limited and activation is rare following a federal Emergency declaration) with costs not covered by state and local programs or private insurance, including housing, hotel costs, rental assistance, home repair, home replacement, and transportation, medical, dental, and funeral costs.

c. Farm Service Agency: Emergency assistance, including physical or production loss loans to farmers, ranchers, and agriculture operations that have suffered a loss of crops or enterprises.

d. Small Business Administration (SBA): Direct and bank participation low interest disaster loans to qualified homeowners, businesses, and agriculture or commercial fishing industries.

e. Disaster assistance from the state will be utilized in accordance with 1976 Public Act 390, as amended, and from the federal government, in accordance with the Robert T. Stafford Act.

f. State-level relief funding from the Disaster and Emergency Contingency Fund ("Section 19 funding") may be made available upon a declaration of a state of emergency or disaster by the Governor. Requirements include, but are not limited to:

i. The City of Battle Creek must declare a local state of emergency.

ii. The local EMP must activate its EOP, EOC, and submit DA information in a timely manner.

iii. Federal PA assistance is not available.

iv. Funds are limited depending on population size of the jurisdiction in the most recent decennial census.

v. Completion of an MSP/EMHSD 19 Application for Disaster Assistance with a resolution by the governing body must be submitted to the DC.

g. Additional potential benefits include veterans, unemployment, crisis counseling, tax refunds, legal counseling, National Flood Insurance Program (NFIP), Housing and Urban Development disaster recovery, fire management assistance grants, flood protection and recovery, federal aid for highways, search and rescue, health, and sanitation.

2. Costs incurred during a disaster will be documented and, if needed, submitted to MSP/EMHSD financial staff. Staff will collect, store, and provide any documentation to FEMA, if necessary. Documentation requirements include personnel/overtime costs, equipment used, contracts, etc.

3. Insurance is always the first source for recovery costs and coverage. State and federal assistance will not cover any items covered by insurance. To maximize insurance costs and coverage:

a. The EMP will promote and educate communities about the NFIP.

b. The EMP will promote and educate homeowners and businesses on necessary insurance coverage.

c. Insurance information will be collected during the DA and reported via the MI CIMS DA Board. The percentage of damaged structures that are insured, uninsured, and underinsured will be reported to MSP/EMHSD.

D. Logistics considerations include:

1. The City of Battle Creek has capabilities and resources, which, if effectively employed, will minimize or eliminate the loss of life and damage to property in the event of an emergency or major disaster. This includes the utilization of private and volunteer organizations to the greatest extent possible.

2. The EMP maintains an inventory of typed resources that are assumed to be available for incident response.

3. Whenever possible, procurement of necessary additional resources or supplies will be accomplished using normal, day-to-day channels. During unusual situations when such constraints result in the loss of life and property, normal requisition procedures can be circumvented. This will be done under the authorities and by the procedures set forth in the local ordinance(s).

4. If the jurisdiction’s capabilities and resources are not sufficient to respond to an emergency or disaster, MAA with neighboring jurisdictions and other organizations will be utilized.

5. Should the jurisdiction's resources and mutual aid not be sufficient to respond to an emergency or disaster, statewide resources can be requested from the State of Michigan and through Michigan Emergency Management Assistance Compact (MEMAC).

6. If statewide resources are not sufficient to respond to an emergency or disaster, the State of Michigan can request external resources through interstate MAA and from federal agencies.

Plan Development and Maintenance

A. The plan development process used to develop this EOP includes the following steps:

1. Establish a collaborative planning team: Key stakeholders that represent the Whole Community, such as law enforcement, fire, public works, and public health, and civic and community organizations were part of the planning team and assist the local EMP in developing and maintaining the EOP.

2. Understand the situation: Relevant hazards and risks were established through the creation of a community profile, identifying hazards, performing a risk assessment, and determining vulnerabilities.

3. Determine Goals and Objectives: Goals and objectives were established to define desired outcomes and steps to achieve them, and to create unity of effort and consistency of purpose among all plan stakeholders.

4. Develop the plan: Courses of action to achieve the goals and objectives were developed and analyzed, needed resources identified, and information and intelligence needs outlined.

5. Prepare and review the plan: The plan document was drafted and circulated among planning team members for review and comment. The final draft was found to be adequate, feasible, acceptable, complete, and compliant (with state and federal standards, guidance, and doctrine) and presented to the CEO for approval.

6. Implement and maintain the plan: The plan is socialized through ongoing training and exercises with plan stakeholders and whole community partners. Each quarter, a portion of the plan is reviewed and the entire EOP is updated at least every four years or after a change of the CEO. The plan will also be updated after:

a. Major exercises and incident responses generate relevant learned lessons and AAR items.

b. Changes to the jurisdictions' demographics or relevant hazards.

c. The enactment of new or amended laws and/or ordinances.

d. A change in operational resources.

e. A formal update of planning guidance or standards.

B. The structure of the EOP includes:

1. Base Plan: Provides broader information relevant to the whole plan and an overview of the jurisdiction's preparedness and response strategies. It describes hazards, outlines agency roles and responsibilities, and explains how the EOP is kept current.

2. Functional Annexes - ESFs: Specify methods, procedures, and actions to facilitate critical operational functions. The ESF annexes include purpose/mission, lead and support agencies, structure, and roles and responsibilities.

3. Hazard-Specific Appendices: Outline considerations addressing specific hazards.

C. The development and maintenance of the City of Battle Creek EOP is coordinated with multiple stakeholders within the local government and private sectors.

D. The plan was developed collaboratively with input from, and under consideration of the needs and capabilities of the Whole Community, including AFN groups, the private sector, civic organizations, NGO, etc. The 2024 Calhoun County Hazard Mitigation Plan was used to ensure accurate information was utilized when developing this plan.

E. The collaborative planning team has addressed equity considerations in all phases of the planning process to ensure fair and impartial treatment of all community members. The Calhoun County Hazard Mitigation plan includes equity considerations, and the information was utilized when developing this plan.

Authorities and References

A. Authorities relevant to this plan and the response to disasters and emergencies include:

1. City of Battle Creek – R-110-95, local EM resolution.

2. City of Battle Creek – R-110-95, Section 401, (a), resolution for NIMS adoption

3. Michigan Emergency Management Act (1976 Public Act 390, as amended)

4. Executive Directive No. 2005-09, the state adoption of the NIMS

5. The Robert T. Stafford Disaster Relief and Emergency Assistance Act

6. Emergency Planning and Community Right to Know Act of 1986 - SARA Title III

B. References used to develop this EOP include:

1. 2017 NIMS, FEMA.

2. 2019 NRF, FEMA.

3. 2021 CPG 101, FEMA.

4. The MEMP, MSP/EMHSD.

5. Pub 201 and 201a, MSP/EMHSD

6. 2024 Hazard Mitigation Plan, Calhoun County

ATTACHMENT A: INCIDENT AND DECLARATION PROGRESSION

INCIDENT OCCURS

- Initial incident intelligence collected / evaluated / reported by first responders.
- The IC established in accordance with situational circumstances.
- Initial life safety and property protection measures are taken.
- Key officials notified.

LOCAL EM PROGRAM JURISDICTION AND AFFECTED MSP POST

- Jurisdiction and affected MSP Post submit initial incident information and updates as necessary.
- Jurisdiction collects / compiles assessment data per local procedures; field inspection teams collect data; local response agencies provide data through EOC.
- Jurisdiction may activate local EOC to monitor the situation and coordinate response.
- Jurisdiction may declare local "state of emergency" and request state and federal assistance.
- Local PIO issues media releases and public advisories per local procedures.
- Jurisdiction submits detailed DA information within 72 hours of incident; updates initial incident information as necessary.

MSP/EMHSD

- The SEOC may be activated to monitor the situation and coordinate response.
- The MSP/EMHSD DC assists jurisdiction in assessing and analyzing situation; determines scope and magnitude of event; determines supplemental resource needs.
- The SEOC Recovery Section compiles and analyzes incoming assessment data.
- The PIOs issue media releases and public advisories per MEMP; JIC may be activated.
- Governmental agencies and private relief organizations are alerted to standby status; may provide immediate support to address threats to public health, safety, and welfare.

GOVERNOR

- May declare "state of emergency" or "state of disaster" under 1976 Public Act 390, as amended; state assistance rendered to supplement local efforts.

• May activate MEMAC / EMAC, if appropriate.

• May request federal disaster relief assistance, if warranted, through FEMA Region V in Chicago, Illinois.

FEMA

• May provide direct response assistance under NRF to save lives, prevent injuries, protect property and the environment.

• Conducts PDA, state and local personnel assist in PDA process.

• The FEMA Region V reviews and analyzes Governor's request; FEMA Headquarters (Washington, DC) makes recommendation to President.

PRESIDENT

Issues Declaration:

• Federal DA programs are activated.

OR

Denies Declaration:

• Limited federal assistance may still be available.

• Governor may provide assistance through State Disaster Contingency Fund under 1976 Public Act 390, as amended, if sufficient state resources (financial and/or materiel) are available.

ATTACHMENT B: FORMAT FOR DECLARING A LOCAL "STATE OF EMERGENCY"

Declaration date: (**insert date**)

To: Deputy State Director of Emergency Management and Homeland Security – Emergency Management and Homeland Security Division (EMHSD), Michigan State Police; District (**#**) EMHSD Coordinator

On (**insert date the incident occurred**), (**insert name of political jurisdiction**) sustained widespread or severe damage, injury or loss of life or property caused by (**describe the type of incident – e.g., tornado, flood, ice storm, etc.**). As a result of this situation, the following conditions exist: (**describe the impact on the jurisdiction and the area affected – e.g., many homes and businesses destroyed; numerous deaths and injuries in the southern part of the county; high school and four elementary schools severely damaged; only bridge connecting the east and west sections of the county completely destroyed; etc.**).

Therefore, as (**insert title of chief executive**) of (**name of political jurisdiction**), in accordance with Section 10 of 1976 Public Act 390, as amended, I hereby declare that a "state of emergency" exists within our jurisdiction as of (**insert date**), and that local resources are being utilized to the fullest possible extent. The response and recovery elements of our emergency operations plan have been activated.

Authorized by: (**insert name/title of chief executive**)

Signature: _____

Submittal Instructions

This declaration must be promptly forwarded (via the MI CIMS as an attachment to the EM Program Status board, or as a backup if the MI CIMS is inoperable or not accessible / available by email, facsimile, or Law Enforcement Information Network (LEIN)) to the Commanding Officer of the EMHSD, MSP (email address: MSP-EMHSD@michigan.gov; facsimile #: 517-284-3857; LEIN code: ELOP), and the appropriate MSP/EMHSD DC.

2. If the MI CIMS is inoperable or not accessible / available and using email, facsimile, or LEIN will delay the information, the telephone should be used. If telephone service is not available, radio may be used. MI CIMS or hardcopy confirmation must be forwarded as soon as possible.

3. A copy of this declaration should be kept on file with the local Clerk (County Clerk for counties; City or Township Clerk for municipal EM programs).

ATTACHMENT C: FORMAT FOR REQUESTING A GOVERNOR'S EMERGENCY OR DISASTER DECLARATION AND STATE ASSISTANCE

Submission date: (**insert date**)

To: Governor, State of Michigan

On (**insert date**), pursuant to Section 10 of 1976 Public Act 390, as amended, I declared that a "state of emergency" exists in (**insert name of political jurisdiction**) due to (**describe the type of incident – e.g., tornado, flood, ice storm, etc.) which caused widespread and severe damage, injury or loss of life and property. The response and recovery elements of the (insert name of political jurisdiction**) Emergency Operations Plan have been activated, and local resources are being utilized to the fullest possible extent. Despite these efforts, local resources are not sufficient to cope with the situation.

Therefore, in accordance with Section 12 of 1976 Public Act 390, as amended, I deem this incident to be beyond the control of this political subdivision and I respectfully request, for and on behalf of the residents of this political subdivision, that you declare that a "state of disaster" or "state of emergency" exists therein and that consideration be given, if conditions warrant, to petitioning the President of the United States for assistance provided by Public Law 93-288, as amended. In support of this request, we will submit specific damage assessment (DA) information through official channels and in accordance with the guidance provided by the Emergency Management and Homeland Security Division of the Michigan State Police (MSP/EMHSD). Furthermore, I understand that this request will not be acted upon without sufficient DA information to substantiate the need for assistance, and I acknowledge that it is the responsibility of (**insert name of political jurisdiction**) to provide that information in the manner prescribed by the MSP/EMHSD.

Specifically, I request the following state assistance to supplement local response and recovery efforts: (**Describe the assistance needed to cope with the situation – e.g., state law enforcement officers to staff eight access control points; five dump trucks and front-end loaders plus operators for debris removal; 50 traffic barricades for traffic control; state law enforcement officers to provide 24-hour security for eight severely damaged schools; forestry crews to assist with hazard tree removal; engineers to assess damaged roads, bridges, and drains; etc.**).

Accordingly, be advised that (**insert name/title of local official – usually the Emergency Management Coordinator**) will provide liaison and coordination with state and federal authorities for assistance related to this incident, and in accordance with Section 14 of 1976 PA 390, as amended, he/she is directed to transmit this request to the MSP/EMHSD.

Authorized by: (**insert name/title of chief executive**)

Signature: _____

Submittal Instructions

1. This request must be promptly forwarded (via the MI CIMS as an attachment to the EM Program Status board, or as a backup if the MI CIMS is inoperable or not accessible / available by email, facsimile, or LEIN) to the Commanding Officer of the EMHSD, MSP (email address: MSP-EMHSD@michigan.gov; facsimile #: 517-284-3857; LEIN code: ELOP, and the appropriate MSP/EMHSD DC, in the same manner as the local "state of emergency" declaration.

2. If the MI CIMS is inoperable or not accessible / available and using email, facsimile, or LEIN will delay the information, the telephone should be used. If telephone service is not available, radio may be used. MI CIMS or hardcopy confirmation must be forwarded as soon as possible.

3. This request will not be acted upon without sufficient information to substantiate the need for assistance.

4. In accordance with Section 12 of 1976 PA 390, as amended, the CEO of a county or municipality may initiate or authorize this request for their political subdivision(s).

5. A copy of this request should be kept on file with the City Clerk.

INTENTIONAL BLANK SPACE

ATTACHMENT D: PRIMARY AND SECONDARY RESPONSIBILITIES

Response Agency or Organization **P = Primary** **S = Secondary**	EM Program	City Manager	Fire Department	Health Department	Medical Examiner	EMS	Human Services	Finance Department	Response Consortium	Public Works Department	IT Department	Police Department	Red Cross	CERT
Access Control	S	S	S				S			S		P	S	S
Animal Care	S		S	S								P	S	S
Barricades	S									P		S		
Clothing	S						P						S	
Donations	S	S					P	S	S				S	S
Evac Authority	S	P		S						S		S		
Evacuation Routes	P	S	S			S						S		
Evac Monitoring	P	S	S	S			S			S		S		
Family Reunification	S				S		S					S	P	
Food/Sustenance	S	S		S			P						S	
Health/Medical	S	S	S	P	S	S	S						S	
Housing	S						P		S				S	
IT	S										P			
Insurance Assistance	S			S			P							
Mortuary Services	S			P	S	S								
NGO Coordination	P	S					P	S	S				S	S
Public Information	S	P	S	S	S	S	S	S	S	S	S	S	S	S
Re-entry Authority	S	P		S								S		
Re-entry Support	P		S	S			S			S		S		S
Security/LE	S											P		
Shelter Facilities	P	S		S			S		S	S		S	P	S
Shelter Management	S			S	S		P			S			P	S
Shelter Supplies	S	S		S			S			S			P	
Functional Needs	S	S	S	S			P		S				S	S
Transportation	S						P		S	S		S		

ANNEXES

The annexes attached to the basic plan are all-hazard functions that describe the roles and responsibilities of agencies responsible for implementing the Emergency Operations Plan and should be considered during an emergency for which the plan has been activated. Each annex contains the agencies responsible for carrying out the functions, their assigned tasks, and concept of operations.

The annexes attached to this plan include the following Emergency Support Functions (ESFs):

ESF #1 Transportation

ESF #2 Communications

ESF #3 Public Works and Engineering

ESF #4 Firefighting

ESF #5 Information and Planning

ESF #6 Mass Care, Emergency Assistance, Temporary Housing, and Human Services

ESF #7 Logistics Management and Resource Support

ESF #8 Public Health and Medical Services

ESF #9 Search and Rescue

ESF #10 Oil and HAZMAT Response

ESF #11 Agriculture and Natural Resources

ESF #12 Energy

ESF #13 Public Safety and Security

ESF #14 Cross-Sector Business and Infrastructure

ESF #15 External Affairs

APPENDICES

The appendices attached to this plan that provide hazard-specific considerations include:

Appendix 1, Flood/Dam Failure Incidents

Appendix 2, Hazardous Material (HAZMAT) Incidents

Appendix 3, Severe Weather Events

Appendix 4, Cyber Incidents

Appendix 5, Power Outage Incidents

Appendix 6, Weapons of Mass Destruction (WMD) & Terrorism Incidents

EMERGENCY SUPPORT FUNCTIONS ESF 1 TRANSPORTATION

Purpose:

ESF 1 Transportation is responsible for the management of transportation systems and infrastructure during disasters and emergencies and will coordinate the management and repair of aviation, surface, railroad, and pipeline transportation systems.

Scope:

ESF 1 Transportation is responsible for monitoring and reporting on the status of and damage to transportation systems and infrastructure, ensuring safety and security of local transportation systems, coordinating the restoration and recovery of transportation systems and infrastructure, and planning for alternate transportation solutions.

Responsible Agency: Department of Public Transportation

Supporting Agencies: Emergency Services Division, Police Department, Department of Public Works, Greyhound Bus, AMTRAK, Norfolk Southern Railroad, Canadian National Railroad, Grand Elk Railroad, Enbridge Pipeline, Battle Creek Executive Airport, Michigan State Police, and Michigan Department of Transportation.

Concept of Operations:

1. Aviation, surface, railroad, and pipeline incident management activities will be implemented by local law enforcement and EM agencies (government and private).

2. Alternate transportation solutions will be implemented to coordinate the flow of ground and aviation traffic into and out of the affected areas.

3. The MSP has primary responsibility for traffic control on major highways and intersections during large-scale events and will support local law enforcement.

4. Emergency transportation will be provided by the Battle Creek Public Transportation Department, private bus services, and local government resources.

5. In a WMD/terrorism incident, law enforcement officials will assess the safety of the alternate routes and determine if there are additional potential threats to the area.

6. Communication will be established between local response agencies and transportation infrastructure private sector partners through phone, radio, MI CIMS, and other communication channels created or readily available.

Organization/Actions and Responsibilities:

Transportation and Public Works Departments:

1. Monitor and report the status of transportation issues in the MI CIMS through the Damage Assessment, Emergency Management Program Status, and Incident Creation boards.

2. Identify alternative transportation solutions.

3. Identify evacuation routes and ensure that they are clear and free of debris.

4. Assist law enforcement in providing resources to set up traffic control measures.

5. Coordinate and communicate with Michigan Department of Transportation (MDOT) and private sector transportation infrastructure partners.

6. Assist in the restoration and recovery of transportation systems.

Emergency Services Division:

1. Monitor impacts on transportation infrastructure.

2. Coordinate Damage Assessment activities.

3. Ensure that transportation infrastructure status and damage is reported in the MI CIMS.

4. Establish and maintain communication with public and private sector transportation infrastructure partners.

5. Assist in the restoration and recovery of transportation systems.

6. Request transportation assistance from the state, if necessary.

Police Department:

1. Maintain traffic control and assist MSP, as needed.

2. Secure critical transportation facilities and infrastructure.

3. Implement aviation incident management procedures.

EMERGENCY SUPPORT FUNCTIONS ESF 1 TRANSPORTATION

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Battle Creek Public Transportation Department	Director
Battle Creek Public Transportation Department	Operations Director

The line of succession for representing ESF 1 Transportation during a response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Director	Battle Creek Public Transportation Department
Operations Director	Battle Creek Public Transportation Department
Director	Battle Creek Department of Public Works

The Battle Creek Public Transportation Department Directors are responsible for reporting or delegating another individual from their department to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 1 Transportation:

SIGNATURE OF TRANSPORTATION OFFICIAL	DATE

EMERGENCY SUPPORT FUNCTIONS ESF 2 COMMUNICATIONS

Purpose:

ESF 2 Communications is responsible for the coordination of communications support to response efforts and the maintenance or restoration of impacted communications infrastructure.

Scope:

ESF 2 Communications provides communications support to the EOC and other coordinating facilities, establishes communication links between incident locations and stakeholders, provides backup systems, and assists in restoring communication infrastructure.

Responsible Agency: Calhoun County Consolidated Dispatch Authority

Supporting Agency: Radio Amateur Civil Emergency Service (RACES), Battle Creek Emergency Services Division

Concept of Operations:

1. The following systems are used to communicate between agencies and personnel at different incident locations: Cell phone, pager, LEIN, MI CIMS, telephone, satellite phones, fax, 800 MHz radio system, alert notification system, and any other communication methods that may be available.

2. Communication will be established between on-scene and off-site response personnel and facilities. Mobile communications may be established, if necessary.

3. Alternate communication methods will be established if primary communication systems are affected or will likely be impacted by the emergency or disaster as outlined in the primary, alternate, contingency, emergency (PACE) communications plan.

4. The AUXCOMM organizations may provide additional equipment and personnel support to the EOC.

5. Communication channels used during incident response include: 13PMTRO, 13LEINE, STATW5.

Organization/Actions and Responsibilities:

Calhoun County Consolidated Dispatch Authority:

1. Serve as the 24-hour warning entry point for the jurisdiction.

2. Receive notification of incidents and disseminate information to appropriate response agencies and critical facilities.

3. When prompted, activate sirens and/or issue public alerts within the City of Battle Creek.

4. Support on-scene personnel/agencies, if necessary.

Responding Agency - Communications and IT Personnel:

1. Monitor and report on the status of communications and network issues.

2. Establish and set up communications between responding agencies and responders through radio frequencies, cell phones, mobile communication hubs, etc.

3. Augment existing communication capabilities of emergency response agencies and critical facilities.

4. Establish and operate communications capabilities for coordination between on-scene and off-site facilities and personnel (e.g., shelters, local and state EOC, incident facilities, hospitals, etc.).

5. Test, maintain, and ensure protection of communication systems on a regular basis.

6. Monitor communications and notification systems.

7. Survey the status of the communications system, determine residual capabilities, and assess the extent of damage to the system.

8. Provide representatives to support DA groups.

9. Identify and address communication shortfalls and provide alternate methods, if necessary.

10. Develop and maintain an interoperability plan and a PACE communications plan.

Battle Creek Emergency Services Division:

1. Ensure that communications issues and status are reported through MI CIMS.

2. Assist in the development of interoperability plans and PACE communications plans.

3. Request communications assistance from the state, if necessary.

Battle Creek Radio Amateur Civil Emergency Service (RACES):

1. Provide technical assistance, equipment, and personnel to support the EOC with communications or other activities.

2. Integrate plans/procedures with state and regional communications plans.

EMERGENCY SUPPORT FUNCTIONS ESF 2 COMMUNICATIONS

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Calhoun County Consolidated Dispatch Authority	Executive Director
Calhoun County Consolidated Dispatch Authority	Deputy Director

The line of succession for representing ESF 2 Communications during a response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Executive Director	Calhoun County Consolidated Dispatch Authority
Deputy Director	Calhoun County Consolidated Dispatch Authority
On-Duty Dispatch Supervisor	Calhoun County Consolidated Dispatch Authority

The Calhoun County Consolidated Dispatch Authority is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 2 Communications:

SIGNATURE OF COMMUNICATIONS OFFICIAL	DATE

EMERGENCY SUPPORT FUNCTIONS ESF 3 PUBLIC WORKS AND ENGINEERING

Purpose:

The ESF 3 Public Works and Engineering provides public works and engineering support to the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

Scope:

The ESF 3 Public Works and Engineering is responsible for conducting pre- and post-incident assessments, ensuring critical services are met through existing contracts, providing technical assistance, and engineering expertise and construction management, providing emergency repair of damaged public infrastructure and critical facilities, and the clearing of debris from public roads or properties.

Primary Agency: Department of Public Works

Supporting Agencies: Parks and Recreation Department, Environmental and Storm Management, Code Compliance, and Consumers Energy

Concept of Operations:

1. Certified engineers will be used to assess the damage of public infrastructure and will report on the safety of its current capability.

2. Law enforcement will provide security at affected sites and will verify proper credentials before permitting access to the site/facility.

3. Clearing of debris will only be conducted on public properties, roads, and rights-of-ways. Clearing private property will be the responsibility of the property owner.

4. Damage assessments will be conducted by public works and EM representatives post disaster.

5. In a WMD/terrorism incident, law enforcement officials will assess safety and determine if there is potential for additional incidents to occur before damage can be assessed.

Damage Assessments (DA):

1. Extensive DA is necessary for securing assistance from state and federal agencies.

2. The EMP must collect and submit DA data to the state within 72 hours of incident occurrence (if possible). DA will begin as soon as conditions warrant.

3. A DA report will be entered on MI CIMS DA Board.

4. Individual DA includes damage to:

a. Homes/personal property: The Emergency Management Administrator will take the lead of DA assessments with a local team or assistance from Region-5 EM personnel and CERT. The EM and team will speak to residents if available, view and assess damage, and fill out DA reports through MSP EMHSD data collection system.

b. Businesses - The Emergency Management Administrator will take the lead of DA assessments with a local team or assistance from Region-5 EM personnel and CERT. The EM and team will speak to business owners/managers, view damage and fill out DA reports through the MSP EMHSD data collection system.

c. Farms - The Emergency Management Administrator will take the lead of DA assessments with a local team or assistance from Region-5 EM personnel and CERT. The EM and team will speak to landowners/farmers, view and assess damage, and fill out DA reports through the MSP EMHSD data collection system.

5. The Preliminary Damage Assessment (PDA) includes damage to:

a. Roads Assessments will be conducted by the Department of Public Works and Emergency Management Damage Assessment team. The team will physically view the area of concern, assess the damage, and fill out a Preliminary DA report.

b. Bridge Assessments will be conducted by the Department of Public Works and Emergency Management Damage Assessment team. The team will physically view the area of concern, assess the damage, and fill out a Preliminary DA report.

c. Public Utilities will be conducted by the Department of Public Works and Emergency Management Damage Assessment team. The team will physically view the area of concern, assess the damage, and fill out a Preliminary DA report.

d. Public Buildings will be conducted by Code Compliance and Emergency Management Damage Assessment team. The team will physically view the area of concern, assess the damage, and fill out a Preliminary DA report.

e. School Assessments will be conducted by the Maintenance Supervisor, Superintendent, and/or Maintenance Director and Emergency Management Damage Assessment team. The team will physically view the area of concern, assess the damage, and fill out a Preliminary DA report.

f. Hospital Assessments will be conducted by the hospital's Emergency Preparedness Office, Director, or designee, and the Emergency Management Damage Assessment team. The team will physically view the area of concern, assess the damage, and fill out a Preliminary DA report.

6. Damaged public infrastructure is inspected following a disaster to determine if it is safe for use or re-occupancy. This will be conducted by the Department of Public Works and Engineering and Code Compliance.

7. Consultants may be hired to perform further engineering evaluation of buildings and other structures.

8. The DA coordinator will brief assembled DA personnel on the situation, assignments, and other operating information necessary to conduct DA of all buildings in a specified area.

Debris Management:

1. Debris removal from private property is the responsibility of the owner. The City of Battle Creek may assist owners by collecting debris they have removed from their property (e.g., through pick up, collection sites, etc.).

2. Impacted areas will be surveyed to identify debris quantity and types (e.g., construction and demolition waste, household solid waste, vegetative debris, soil/mud/sand, putrescible items, white goods, vehicles and vessels, household and commercial/industrial hazardous waste, electronic waste, infectious waste.

3. A debris management team and one or multiple Temporary Debris Storage Reduction Sites (TDSRs) may be established to perform debris management, clearance, and removal.

4. The debris management team(s) and TDSR site(s) will be staffed with the Jurisdiction's personnel which may consist of their own personnel or volunteers, private contractors, or a combination thereof.

5. The following information will be documented during debris management operations:

a. Quantity and type of debris (hauled to a TDSR site, reduced debris, and reduction method, hauled to a final disposal site, recycled),

b. Utilized debris pick-up locations,

c. Disposal locations (temporary staging, recycling, final disposal),

d. Utilized force account (owned) equipment (equipment type and attachments used, year/make/model/size and capacity, days and hours used, operator names),

e. Contracted equipment (including certifications for truck size/capacity), and

f. Labor (names, days and hours worked, work performed).

6. Debris is reduced and processed at TDSR site(s) before final disposal.

7. The Calhoun County Health Department, in conjunction with the Michigan Department of Health and Human Services (MDHHS), will address health issues (e.g., insect infestation, dead/diseased animal carcasses, hazardous and infectious waste, etc.) related to the removal of debris.

8. Critical locations that need immediate debris clearance or removal to allow for emergency services will be identified by first responders.

9. EGLE, MDARD, and the Calhoun County Health Department will provide technical assistance to the debris removal process.

10. Structures that are deemed unsafe for public health will be condemned, demolished, or disposed of.

11. The following waste collection companies operate in the City of Battle Creek: Waste Management; Republic Services; Best Choice Disposal; GFL Environmental Inc.; Scooter's Refuse Service; Sammy's Disposal and Sunny Bay Disposal;

12. The following potential Temporary Debris Storage and Reduction (TDSR) sites have been identified: Brice Pit, nearby landfills, and waste disposal services. A TDSR can be created near an incident site and designed specifically for the incident.

Organization/Actions and Responsibilities:

Department of Public Works:

1. Provide personnel to assess damage to public infrastructure and determine safety.

2. Identify road closures and alternative transportation solutions.

3. Identify, prioritize, and coordinate work to repair local roads, bridges, and culverts.

4. Ensure there are no impediments to prevent technicians from restoring utilities.

5. Assist law enforcement in providing resources to set up traffic control measures.

6. Monitor and report the status of public works issues (e.g., downed power lines, wastewater discharges, and ruptured underground storage tanks) in MI CIMS.

7. Monitor and assign tasks for engineering and public works functions.

8. Provide resources for assisting with traffic control measures.

9. Ensure debris removal equipment is maintained and capable of snow/debris removal and clearing debris and ice from streams.

10. Remove debris from City of Battle Creek public properties and public right of ways and transport debris to TDSR site(s).

11. Remove debris from roadways in the order of: Department of Public Works and Field Service priority list, based on area of damage and road blockage:

1. Emergency access and evacuation routes.

2. Access routes to critical facilities and infrastructure.

3. Principal arterial routes and major highways/interstates.

4. Minor arterial routes.

5. Major collectors.

6. Minor collectors.

12. During debris management operations, ensure mixing of debris types is limited to avoid costs for landfilling of materials that can be reduced, recycled, or landfilled at lower costs when separated.

13. Develop and implement contracts with contractors offering recovery/restoration services.

14. Assist in the repair of local water and wastewater systems.

15. Assist with gas/electricity shut off, restoration of critical systems, and the controlling of water/gas main breaks, if needed.

16. Assist in structure stabilization and emergency repairs and/or demolitions.

Battle Creek Emergency Services Division:

1. Ensure that public works issues and status are reported in MI CIMS.

2. Provide personnel to assess damage to public infrastructure and determine safety.

3. Facilitate the submission of DA information to the state through MI CIMS within 72 hours of incident occurrence (if possible).

4. Establish pre-disaster debris management contracts with waste collectors and owners of potential TDSR sites.

5. Debris management operations, in coordination with Department of Public Works and Field Services:

a. Assess whether debris management activities can be accomplished by local personnel (e.g., Department of Public Works and/or Field Services), volunteers, the use of external debris removal contracts, or a combination thereof.

b. Determine appropriate debris collection methods based on incident conditions (i.e., curbside pickup, collection/drop-off centers, or combination).

c. Determine if environmental monitoring is needed to measure impacts debris may have on air, water, and soil quality.

d. Select appropriate TDSR location(s) based on debris types, incident conditions, and logistical considerations (e.g., available space for unloading, staging, and loading of outgoing debris; environmental concerns/permitting),

e. Evaluate appropriate methods to reduce collected debris based on debris types and incident conditions (e.g., incineration, chipping/grinding, recycling, etc.), and

f. Identify appropriate disposal methods (such as landfilling, recycling, composting, etc.) for the applicable types of debris.

6. During debris management operations, assign monitors to contracted debris operations and TDSR sites/debris staging areas to ensure eligibility for potential federal reimbursement. Monitors should be able to estimate quantities, differentiate debris types, and properly fill out load tickets.

7. If needed, request a temporary disposal authorization for waste that poses a threat or substantial nuisance to the public and/or environment from EGLE. This can be facilitated through the DC and/or SEOC (if activated).

Public Information Officer (PIO):

1. Provide information to the public on upcoming or ongoing DA activities.

2. Ensure the public can differentiate legitimate DA activities from potential activity of scammers (e.g., inform the public of credentials official DA teams will carry, DA methods that are being utilized, etc.).

3. For debris management operations, provide information to the public on the following items:

a. Debris removal/collection methods and accepted types of debris,

b. For curbside collection, information on how to properly place and source-segregate degree by type and material at the curb,

c. How residents can minimize debris, and

d. Methods for reporting illegal dumping.

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EMERGENCY SUPPORT FUNCTIONS ESF 3 PUBLIC WORKS AND ENGINEERING

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Department of Public Works	Director
Department of Public Works	Field Services Superintendent

The line of succession for representing ESF 3 Public Works and Engineering during a response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Director	Department of Public Works
Field Services Superintendent	Department of Public Works
City Engineer	Department of Public Works

The Battle Creek Department of Public Works is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 3 Public Works and Engineering:

SIGNATURE OF PUBLIC WORKS OFFICIAL	DATE

EMERGENCY SUPPORT FUNCTIONS ESF 4 FIREFIGHTING

Purpose:

The ESF 4 Firefighting provides support for the detection and suppression of wild land, rural, and urban fires, and any of these that result from or occur coincidentally with an incident and its response and require a coordinated response.

Scope:

The ESF 4 Firefighting will manage and coordinate firefighting activities, detect and suppress fires, and provide personnel, equipment and supplies in support of incident response.

Primary Agency: Battle Creek Fire Department

Supporting Agency: Incident Commander

Concept of Operations:

1. Incident management will be in accordance with NIMS and response will be organized utilizing ICS.

2. If an MAA/MOU is initiated, IC will remain with the fire department in whose jurisdiction the incident occurs. If multiple jurisdictions are affected, a Unified Command (US) structure will be established by those jurisdictions.

3. The responsibilities of fire services during a disaster situation are often like daily operations. The primary responsibility is fire control, followed by providing first response EMS, ambulance transport, rescue, water rescue operations, HAZMAT incident stabilization, and support for radiological and biological protection activities.

4. During wildland fires, the Michigan Department of Natural Resources (MDNR) will assume authority and will coordinate with local fire departments.

5. All Mutual Aid fire departments in the greater Battle Creek area: Emmett Township Fire; Springfield Fire; Pennfield Township Fire; Bedford Township Fire; East Leroy Township Fire Department; VA Medical Center Fire and Marshall Fire Department

Roles and Responsibilities:

Battle Creek Fire Department - Chief:

1. Monitor and report the status of fire issues in MI CIMS.

2. Utilize ICS.

3. Assist in warning the public and operating warning sirens.

4. Conduct a hazard analysis of vital facilities and the impact of fire on those facilities.

5. Control and contain hazardous materials.

6. Activate MAA/MOUs as necessary. Fire-related MAA/MOUs are maintained by each local fire department.

7. Conduct search and rescue operations.

8. Support shelter and mass care operations.

9. Support radiological and biological protection.

10. Assist with evacuations.

11. Support other public safety operations, e.g., rescue/water rescue operations, as necessary.

12. Assist in the search, rescue, and evacuation of household pets and their care during a disaster.

13. Provide fire code enforcement.

Battle Creek Emergency Services Division:

1. Exchange pertinent information with on-scene personnel.

2. Mobilize and coordinate resources to assist fire departments with fire suppression.

3. Assist with the coordination of MAA/MOUs.

4. Assist with documenting the incident and billing for reimbursement costs using information from the MI CIMS.

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EMERGENCY SUPPORT FUNCTIONS ESF 4 FIREFIGHTING

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Fire Department	Chief
Fire Department	Battalion Chiefs

The line of succession for representing ESF 4 Firefighting during a response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Incident Commander	Fire Department
On-Duty Battalion Chief	Fire Department
Chief	Fire Department

The Battle Creek Fire Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 4 Firefighting:

SIGNATURE OF FIREFIGHTING OFFICIAL	DATE

EMERGENCY SUPPORT FUNCTIONS ESF 5 INFORMATION AND PLANNING

Purpose:

ESF 5 Information and Planning is responsible for the collection, analysis, processing, and disseminating information throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

Scope:

ESF 5 Information and Planning ESF supports overall incident management activities of the jurisdiction, facilitates coordination for all agencies across emergency management, identifies resources for alert, activation, and subsequent deployment, ensures activation and coordination of the EOC and all other activated facilities, and coordinates with state and federal response agencies and personnel.

Primary Agency: Battle Creek Police Department

Supporting Agency: Battle Creek Emergency Services Division

Concept of Operations:

Initial Notification:

1. 911 will receive initial notification of incident occurrence and will notify the appropriate personnel.

2. Notification/dissemination of incident will occur via Emergency Alert System (EAS), door-to-door warnings, sirens, cable/TV messages, etc. Emergency condition levels: Severe Snowstorm emergencies, Tornado, Straight Line Winds, HAZMAT incident, nuclear power plant incidents, etc. will be provided to the public.

3. Personnel reporting to the EOC will be notified via email and/or phone based on the Battle Creek Emergency Operations Center Standard Operating Guidelines - Call List. The method of contact will differ based on a full activation or partial activation of the EOC.

4. The Emergency Management Administrator will notify surrounding jurisdictions of potential impacts from disaster, e.g., flash flood, chemical release, terrorist act, etc.

Initial Assessment:

1. The EM program will collect and process incident information from local jurisdictions and share through MI CIMS systems.

2. The EM program (or EOC, when activated) will share and assess information with appropriate agencies (e.g., law enforcement, Fire/HAZMAT, the MSP/EMHSD, etc.) to determine protective action decisions and declarations.

3. The progression of the incident and its potential future impacts will be monitored by the EM program (or EOC, if activated) and response personnel. Relevant information will be shared in MI CIMS. Public information will be pushed through the alerting systems (IPAWS), local radio, television, and social media outlets, coordinated by the PIO. This would also include city media sites.

Incident Command (IC):

1. Appropriate responding organizations can establish ICPs to manage localized incidents utilizing the ICS. They will be in the vicinity of incident sites.

2. The EOC will provide support and coordination to ICPs and serve as a resource ordering point.

3. Communication and information sharing between the EOC and ICP will occur via the phone, radio, MI CIMS, and any other communication methods available at the time.

4. The IC will request additional resources through the EOC, when necessary.

Emergency Operations Center (EOC):

1. Activation of the EOC, fully or partially, would be made by the Emergency Management Administrator or the City Manager (Chief Executive) when:

a. Multiple jurisdictions are responding to an incident.

b. An incident is escalating quickly, or multiple incidents occur simultaneously.

c. The Chief Executive Official requests the activation of the EOC.

d. Emergency warnings and/or watches are issued.

e. Exhaustion or scarcity of resources and supplies require jurisdiction-wide allocation and prioritization and/or the obtainment of external resources/supplies.

2. The primary EOC is located at 34 North Division Street, Battle Creek, MI 49014 and the alternate EOC is located at 301 Elm Street, Battle Creek, MI 49014.

3. The main functions of the EOC include:

a. Resource management, tracking, and allocation.

b. Collect, analyze, and disseminate information.

c. Establish response priorities.

d. Provide legal and technical assistance, and financial support.

e. Coordinate with other local jurisdictions and their EOCs, and with the MSP/EMHSD.

4. All personnel working in the EOC will be trained in NIMS and incident management concepts and principles.

5. The EOC is structured according to: ICS-like and Departmental structure.

6. Communications to and from the EOC will be established through various methods including phone, 800 MHz radio, mobile phone, and MI CIMS.

7. The EOC has adequate position coverage to ensure 24-hour operations, if necessary.

8. Local elected officials will be briefed through reports, email, and/or meetings depending on the incident and the city's current capabilities.

9. Local declarations of a state of emergency will be declared by the Chief Executive Official (City Manager).

10. The purchase of new equipment and/or requests for state assistance will be authorized by the City Manager.

11. Public information will be managed by the Public Information Officer (PIO) and the Joint Information Center (JIC) if activated. JIC procedures can be found in the EOC.

Roles and Responsibilities:

Battle Creek Emergency Services Division:

1. Assist the City Manager in all decision making for managing the incident.

2. Manage the EOC and ensure necessary security for the EOC when activated.

3. Use proper procedures to notify key EOC personnel to report to the EOC. This includes the staffing of command and general staff positions.

4. Assist personnel in identifying and requesting resources for managing the incident.

5. Ensure that personnel reporting to the EOC have been trained in NIMS and incident management concepts.

6. Maintain situational awareness.

7. Collect and process local incident information through the MI CIMS and submit it to the MSP/EMHSD when necessary.

8. Verify that accurate public information is distributed including information on evacuations and sheltering.

9. Coordinate DA activities with ESF #3 stakeholders and the state.

10. Warn neighboring jurisdictions of incident through Phone call, email, MI CIMS, any other communications methods available.

Public Information Officer (PIO):

1. Establish and maintain contact with the EOC and, if applicable, the ICP(s).

2. Establish and manage the JIC.

3. Work with the EM program, EOC, and ICP(s) to collect and disseminate information, including information on evacuations and sheltering.

4. Liaison with the media (print, radio, and television), ensuring dissemination of emergency public information and materials.

5. Prepare news releases, review, edit, and clear material for public release, under established policies, and coordinate with other organizations represented in the JIC.

6. Monitor all forms of media, both traditional and social, and address rumors as soon as possible

Incident Command/ Incident Command Posts (IC(s)/ICP(s)):

1. Assess the incident situation, status, incident objectives, notify impacted areas.

2. Ensure ICS and NIMS principles are always practiced.

3. Establish communications with the EOC.

4. Assist the safety officer in determining safety issues related to the incident to protect responders.

5. Prepare incident reports and conduct closedown operations at the scene.

6. Allow for unified and area command to be established, if needed.

7. Coordinate the activities of all responders at the scene.

8. Determine resource needs and make requests to the EOC.

All Other Agencies:

1. Implement and support the use of NIMS.

2. Always use chain of command.

3. Develop and execute SOPs for specific tasks.

4. Prepare agency reports in the MI CIMS.

5. Provide accurate and timely information related to the incident.

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EMERGENCY SUPPORT FUNCTIONS ESF 5 INFORMATION AND PLANNING

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Police Department	Chief
Emergency Services Division	Emergency Management Administrator

The line of succession for representing ESF #5 Information and Planning during a response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
On-Duty Shift Commander	Police Department
Chief	Police Department
Emergency Management Administrator	Emergency Services Division

The Battle Creek Police Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 5 Information and Planning:

SIGNATURE OF INFORMATION AND PLANNING OFFICIAL	DATE

EMERGENCY SUPPORT FUNCTIONS ESF 6 MASS CARE, EMERGENCY ASSISTANCE, TEMPORARY HOUSING, AND HUMAN SERVICES

Purpose:

ESF 6 Mass Care, Emergency Assistance, Temporary Housing, and Human Services coordinates life-sustaining resources, essential services, and programs to meet the needs of disaster survivors.

Scope:

The ESF #6 Mass Care, Emergency Assistance, Temporary Housing, and Human Services annex includes the following functions:

Mass Care: Responsible for sheltering, feeding operations, emergency first aid, bulk distribution of emergency items, and collecting and providing information of disaster survivors to family members.

Emergency Assistance: Provides support to evacuations and sheltering (including registration and tracking), reunification of families, provision of aid and services to individuals with access and functional needs.

Temporary Housing: Supports available housing options including rental assistance, repair, loan assistance, replacement, temporary housing, and identification of accessible housing.

Human Services: Includes assistance for survivors regarding loans, food stamps, crisis counseling, disaster unemployment, disaster legal services; and other state and federal benefits.

Primary Agency: Calhoun County Health Department and Battle Creek Emergency Services Division

Supporting Agency: Michigan Department of Health & Human Services, Calhoun County Response Consortium, American Red Cross, and the Region 5 Health Care Coalition.

Concept of Operations:

1. Initial response activities will focus on immediate needs of disaster survivors.

2. Shelter-in-place may be assigned for certain emergencies and home-bound individuals.

3. Transportation, sheltering, and delivery of services will be provided to individuals who require Functional Needs Support Services (FNSS).

4. The human services department is responsible for maintaining communication with the EMC and local private volunteer organizations for resource needs.

5. In a WMD/terrorism incident, law enforcement officials will search for bombs and other threats to mass care facilities, shelters, and other gathering locations.

6. Recovery efforts are initiated concurrently with response activities.

Shelters:

1. Upon a declaration by the Governor, he/she can provide for the availability and use of temporary emergency housing for people that have been evacuated or rendered homeless.

2. The American Red Cross is responsible for operating and staffing shelters, supported by the Calhoun County Response Consortium.

3. Shelters will be accessible for all individuals, including those with access and functional needs, in accordance with the ADA.

4. Service animals will be permitted in shelters unless the animal is not cared for properly by its owner, or it is deemed a threat to other people.

5. Each shelter facility will be assigned a manager who will be a point of contact for those who are housed in the shelter facility.

6. Law enforcement personnel will be assigned in shelters to provide security and safety for individuals and property.

7. Proposals for sheltering and mass care facility locations will be assessed to ensure that they are upwind or out of range of HAZMAT release.

8. Non-conventional sheltering may include:

a. Hotels, motels, and other single-room facilities.

b. Temporary facilities such as tents, prefab module facilities, trains, and boats.

c. Specialized shelters and functional and medical support shelters.

d. Places of worship.

9. Pre-identified shelter locations: Shelter locations are coordinated through the American Red Cross with the Battle Creek Emergency Services Division. Warming & cooling stations are coordinated through the Emergency Management Administrator. The available resources in the City of Battle Creek are limited and pre-identified shelters are not part of the plan.

Roles and Responsibilities:

Calhoun County Health Department:

1. Assess and implement emergency relief programs in coordination with volunteer agencies based on the resources available to assist all disaster survivors.

2. Coordinate with volunteer agencies American Red Cross, faith-based organizations, local NGOs, and other organizations regarding evacuation and sheltering.

3. Assist in coordinating the provision of care for individuals with AFN at shelters and for those who have been sheltered-in-place. Coordinate support related to overall care and assistance, childcare, transportation, and interpreters, to institutionalized populations and individuals with access and functional needs.

4. Work with the EM program to develop plans and procedures that address the distribution of emergency relief items.

5. Identify available non-conventional sheltering facilities.

6. Work with the American Red Cross and Calhoun County Response Consortium to verify that staff, medicines, durable medical equipment, and consumable medical supplies will be made available for children and individuals with access and functional needs.

7. Assist with emergency childcare services, providing for unaccompanied minor, family reunification, tracking affected family members, and information on missing or injured relatives.

8. Identify and address any unmet human needs during the disaster.

American Red Cross:

1. Open shelters during an emergency and provide staff and resources to manage shelters.

2. Assist disaster survivors with needs while staying at the shelters.

3. Assist in the delivery of food, water, and supplies to evacuees throughout the evacuation process.

4. Ensure adequate shelter space allocation is provided for children, as well as for individuals with access and functional needs.

5. Coordinate operations with on-scene and other off-site support agencies.

6. Assist in providing food and water at identified feeding sites or mobile feeding operations.

7. Provide emergency childcare services and provide for unaccompanied minors in shelters.

Battle Creek Emergency Services Division:

1. The Emergency Management Administrator will form partnerships with animal control agencies, mass care providers, shelter managers, and pet shelter facilities.

2. Work with the American Red Cross and local NGOs to ensure shelters are accessible, communications are maintained, emergency services are provided, and programs or policies are modified, when necessary.

3. Develop arrangements with surrounding jurisdictions for providing/receiving sheltering needs.

4. Inform evacuees and the public, about the status of the disaster, including information about actions evacuees may need to take when returning home.

5. Activate mass causality, sheltering, and evacuation plans.

6. Develop and implement procedures for identifying and accounting for personal property that may be lost during a disaster or an emergency.

EMERGENCY SUPPORT FUNCTIONS ESF 6 MASS CARE, EMERGENCY ASSISTANCE, TEMPORARY HOUSING AND HUMAN SERVICES

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Calhoun County Health Department	Director
Emergency Services Division	Emergency Management Administrator

The line of succession for representing ESF 6 Mass Care, Emergency Assistance, Temporary Housing, and Human Services during a response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Health Officer	Calhoun County Health Department
Director	Calhoun County Health Department
Emergency Management Administrator	Emergency Services Division
Disaster Program Manager	American Red Cross

The Calhoun County Health Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 6 Mass Care, Emergency Assistance, Temporary Housing, and Human Services:

SIGNATURE OF MASS CARE, EMERGENCY ASSISTANCE, TEMPORARY HOUSING, AND HUMAN SERVICES OFFICIAL	DATE

EMERGENCY SUPPORT FUNCTIONS ESF 7 LOGISTICS

Purpose:

ESF 7 Logistics facilitates planning and processes for timely and effective delivery of equipment, supplies, services, and facilities in support of City of Battle Creek emergency functions, responders, and disaster survivors.

Scope:

ESF 7 Logistics is responsible for emergency resource support through identification and inventory of available resources, resource and supply sourcing and acquisition, and delivery of supplies, equipment, and services.

Primary Agency: City of Battle Creek Revenue Services and Finance Department

Supporting Agency: Battle Creek Emergency Services Division

Concept of Operations:

1. The management of resources during the emergency will be in accordance with NIMS standards.

2. It is the responsibility of the City of Battle Creek Local Government to protect the lives and property of its residents and visitors. Resources will be allocated to protect lives and property and relieve hardship and suffering.

3. The MAA/MOUs will be activated if local resources are exhausted.

4. Reimbursement of resource support through the MAAs or emergency resource compacts will be in accordance with their established agreements.

5. The Battle Creek Emergency Services Division has inventoried and typed its emergency response resources in accordance with the NIMS typing standards.

6. Requests to the SEOC for resources or supplies will be made through the EOC Logistics Section Chief using an ICS-like organizational structure through the MI CIMS Resource Request board.

7. When activated, the EOC will serve as the resource ordering point for ICPs or other local response structures within the City of Battle Creek.

8. For scarce resources, the EOC will determine their allocation of scarce resources and supplies to ICPs and other local response structures.

Roles and Responsibilities:

Battle Creek Emergency Services Division:

1. Manage the jurisdictions' resources in accordance with NIMS. Maintain an inventory of NIMS typed resources in the MI CIMS Resource Inventory Board and in a Resource-binder found in the EOC; verify annually for viability and accuracy.

2. Staff the EOC Logistics section based on the ICS-like organizational structure to provide resource support during incidents.

3. Identify potential resource shortfalls based upon preliminary incident information, the DA, and situational awareness. Make recommendations regarding activation of the MAA/MOUs to the executive office.

4. Identify facilities as staging areas to be used to stage/store resources and supplies, including donations.

5. Staff a donations/volunteer management desk. Identify, deploy, use, support, dismiss, and demobilize affiliated or spontaneous unaffiliated volunteers and unsolicited donations.

6. Coordinate public and private transportation resources.

7. Develop plans for establishing points of distribution across the City of Battle Creek.

8. Request resource assistance from the state, if necessary.

9. Ensure critical resources are transported through restricted areas, quarantine lines, and access control points.

City of Battle Creek Revenue Services and Finance Department - Purchasing:

1. Monitor and track expenditures for resources being utilized (operational costs, purchase costs rental fees, etc.).

2. Maintain documentation, process reimbursement requests from external resource providers, and prepare requests for reimbursement from state or federal agencies, if applicable.

Battle Creek Police Department:

1. Provide security for movements of critical resources and supplies, if needed (particularly during WMD/Terrorism incidents).

All other agencies:

1. Assist the Emergency Management Administrator in inventorying and typing agency resources in accordance with NIMS.

2. Ensure resource information is accurate and up to date.

EMERGENCY SUPPORT FUNCTIONS ESF 7 LOGISTICS

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
City of Battle Creek	City Manager
City of Battle Creek Finance Department	Director
Emergency Services Division	Emergency Management Administrator

The line of succession for representing ESF 7 Logistics during a response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
City Manager	City of Battle Creek
Assistant City Manager	City of Battle Creek
Director	Revenue Services and Finance Department
Emergency Management Administrator	Emergency Services Division

The Revenue Services and Finance Director is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 7 Logistics:

SIGNATURE OF LOGISTICS OFFICIAL	DATE

EMERGENCY SUPPORT FUNCTIONS ESF 8 PUBLIC HEALTH AND MEDICAL SERVICES

Purpose:

The ESF 8 Public Health and Medical Services is responsible for coordinating capabilities to minimize and/or prevent health-related issues occurring during incidents or specific health emergencies emerge.

Scope:

The ESF 8 Public Health and Medical Services is responsible for assessing public health and medical needs/ health surveillance during incidents, provision of medical care to those affected, reduction of public health effects on the community, and enhancement of community resilience to health emergencies.

Primary Agency: Calhoun County Health Department

Supporting Agency: Battle Creek Emergency Services Division, Michigan Department of Health and Human Services, Bronson Battle Creek, Region 5 Healthcare Coalition, LifeCare EMS, and the American Red Cross.

Concept of Operations:

1. Medical care is a concern during all phases of emergency management.

2. First responder emergency medical care will be supplied by local ambulance services and trained first responders throughout the jurisdiction.

3. Ambulance services will be responsible for first responder medical care, as well as patient transport.

4. Other support, if needed, will come from the fire and rescue services within the jurisdiction.

5. Requests for outside medical assistance (e.g., EMS MAA/MOUs, medical assistance, etc.) will be sent through the EOC.

6. Mental health services will be provided at hospitals and local counseling agencies.

7. The Medical Examiner determines when the deceased are to be removed from an incident scene.

Roles and Responsibilities:

Calhoun County Health Department:

1. Monitor the status and capacity of hospitals and other healthcare facilities.

2. Minimize and prevent health-related impacts by Issuing relevant public health orders (e.g., establish quarantines) having a widespread effect on the community, or any incident involving the occurrence or significant threat of widespread illness, injury, epidemic, food contamination, or other potential acute public health conditions.

3. Establish contact with hospitals in neighboring communities.

4. Coordinate delivery of health and medical services during incidents.

5. Ensure health and medical services are provided in shelters and to the public, including individuals affected by an incident.

6. Identify existing medical facilities that could be expanded into emergency treatment centers for disaster survivors.

7. Establish hospitals, nursing homes, and/or other facilities as emergency treatment centers or as mass casualty collection points.

8. Coordinate health and medical activities with state and federal teams, if deployed.

9. Obtain necessary protective respiratory devices, clothing, equipment, and antidotes for response personnel, if applicable.

10. Maintain efficient surveillance systems that can provide early detection, reporting, mitigation, and evaluation of predictable and unpredictable public health concerns.

11. Identify and describe the actions that will be taken to assess and provide vector control services (e.g., insect and rodent controls, biological waste/contamination, and use of pesticides).

12. Identify shortfalls in medical supplies and durable medical equipment.

13. Identify potential sources for medical and general health supplies that will be needed during a disaster (e.g., medical equipment, pharmaceutical supplies, laboratories, toxicologists).

14. Coordinate distribution of antidotes, drugs, vaccines, etc., to the public and shelters.

15. Coordinate with private agencies to support on-scene medical operations (e.g., air ambulance, private EMS), including staging and integrating assets at the scene of the incident.

16. Coordinate with hospitals, within or outside of the jurisdiction, and establish their role in providing medical operations for on-scene personnel (e.g., prioritize patient arrival, divert patients to other sites when current site is full/less capable, provide triage team support, etc.).

17. Decontaminate patients, individuals, and household pets and service animals exposed to chemical, biological, nuclear, and radiological hazards both at the scene of the incident and at treatment facilities.

18. Describe plans for recovering human remains, transferring them to the mortuary facility, establishing a family assistance center, assisting with personal effects recovery, conducting autopsies, identifying the deceased and returning remains to their families for final disposition.

19. Coordinate with health professionals from outside agencies to support local response teams. Work with MDHHS and through the health representatives at the SEOC to receive support from federal agencies, if needed.

20. Coordinate behavioral health and crisis counselling services in support of responders and disaster survivors.

21. Ensure that agricultural safety services are conducted including investigation of food and agricultural emergency events or animal disease outbreaks.

22. Assist the city and county Animal Control Units in the quarantine and disposal of diseased animals.

Calhoun County Medical Examiner/Coroner:

1. Assist with identification of the deceased, morgue expansion, mortuary services, and mortuary response team activation.

2. Respond to gravesites/cemeteries that are impacted by the disaster (e.g., recover and replace unearthed/floating/missing coffins, review records to confirm identification, manage closed/historical gravesites).

EMS Providers:

1. Provide patient transport to hospitals, shelters, or other facilities.

2. Coordinates triage, medical rescue/evacuation, treatment, and transport operations at the scene.

3. Track patients that have been injured (e.g., hospital, clinic, shelter). Ensure that tracking systems are interoperable with other state and federal systems.

4. Inoculate individuals if warranted by the threat of disease.

5. Coordinate with other area EMS agencies and local/regional private ambulance companies for ground and air ambulance assistance.

Battle Creek Emergency Services Division:

1. Coordinate with health professionals, ICs, and PIOs to issue public health media releases and alert the media.

2. Initiate, maintain, and demobilize medical surge capacity, including MAA/MOUs for medical facilities and equipment.

3. Activate mass casualty/fatality plans.

4. Coordinate with appropriate agencies (e.g., state agencies, local animal control, environmental/natural resources, humane society, etc.) to ensure that animal care services are provided.

EMERGENCY SUPPORT FUNCTIONS ESF 8 PUBLIC HEALTH AND MEDICAL SERVICES

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Calhoun County Health Department	Director
Medical Examiner	Medical Examiner
LifeCare EMS	Operations Manager
Battle Creek Emergency Services Division	Emergency Management Administrator

The line of succession for representing ESF 8 Public Health and Medical Services response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Director	Calhoun County Health Department
Health Officer	Calhoun County Health Department
Director	Region 5 Healthcare Coalition
Preparedness Coordinator	Region 5 Healthcare Coalition
Emergency Management Administrator	Battle Creek Emergency Services Division

The Calhoun County Health Department and Bronson Battle Creek are responsible for reporting or delegating another individual from their respective agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 8 Public Health and Medical Services:

SIGNATURE OF HEALTH AND MEDICAL SERVICES OFFICIAL	DATE

EMERGENCY SUPPORT FUNCTIONS ESF 9 SEARCH AND RESCUE

Purpose:

The ESF 9 Search and Rescue is responsible for deploying search and rescue capabilities to provide lifesaving assistance during and after emergencies and disasters.

Scope:

The ESF 9 Search and Rescue is responsible for structural collapse, waterborne, inland/wilderness, and aeronautical search and rescue operations during and after a disaster or emergency. Search and rescue operations include locating, accessing, stabilizing, and transporting lost, missing, stranded, or trapped individuals.

Primary Agency: Battle Creek Police Department

Supporting Agency: Battle Creek Fire Department, Battle Creek Emergency Services Division, CERT, Region 5 Technical Rescue Teams, and the Michigan State Police.

Concept of Operations:

1. Search and rescue operations may be necessary to locate missing, injured, or trapped individuals regardless of the cause or size of the incident or disaster.

2. Search and rescue operations may be supplemented with trained personnel from other agencies, such as the Civil Air Patrol and/or CERT.

3. For instances involving collapsed structures, the National Urban Search & Rescue Response System may be initiated.

4. In a WMD/terrorism incident, law enforcement will assess buildings before first responders enter the scene of the incident to ensure security. In addition, scene security will be established at search and rescue locations to prevent unauthorized individuals from entering the area.

Roles and Responsibilities:

Battle Creek Police Department:

1. Monitor the distress of communications with, and location of individuals affected by the incident.

2. Coordinate and execute the extrication or evacuation of persons and property in potential or actual distress.

3. Prioritize the assignment of personnel and equipment to emergency sites. Provide medical assistance when needed.

4. Provide incident reports, assessments, and situation reports.

5. Develop policies and procedures for the effective use and coordination of all types of search and rescues assets. Maintain a NIMS typed list of search and rescue equipment.

6. Perform and/or attend specialized search and rescue training courses.

7. Dispatch one or more search and rescue teams to the affected areas.

8. Conduct structural collapse, waterborne, inland/wilderness, and aeronautical search and rescue operations during and after an incident.

Battle Creek Fire Department Fire Department:

1. Assist law enforcement search and rescue personnel, as needed.

2. Provide supplemental resources, as needed (e.g. Technical Rescue Teams).

3. Provide medical assistance when necessary.

Battle Creek Emergency Services Division:

1. Ensure that necessary training courses are provided and taken by appropriate personnel.

2. Request additional statewide search and rescue capabilities through MSP/EMHSD or the SEOC if the Battle Creek Emergency Operations Center is activated.

3. Organize and deploy CERT teams.

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EMERGENCY SUPPORT FUNCTIONS ESF 9 SEARCH AND RESCUE

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Police Department	Chief
Police Department	Deputy Chief
Fire Department	Chief

The line of succession for representing the ESF 9 Search and Rescue response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Chief	Police Department
Deputy Chief	Police Department
Chief	Fire Department
On-Duty Battalion Chief	Fire Department
Emergency Management Administrator	Battle Creek Emergency Services Division

The Battle Creek Police and Fire Departments are responsible for reporting or delegating another individual from their respective agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 9 Search and Rescue:

SIGNATURE OF SEARCH AND RESCUE OFFICIAL	DATE

ESF 10 OIL AND HAZMAT

Purpose:

ESF 10 Oil and HAZMAT is responsible for support in response to an actual or potential discharge and/or release of oil or HAZMAT.

Scope:

The ESF 10 Oil and HAZMAT is responsible for response to Oil and HAZMAT incidents, sampling and analysis and environmental monitoring, stabilization of the release and prevention of contamination, environmental cleanup and toxic disposal, sampling of drinking water, decontamination of personnel and structures, and removing soil contamination.

Primary Agency: Battle Creek Fire Department

Supporting Agency: Battle Creek Police Department, Battle Creek Emergency Services Division, Calhoun County Health Department

Concept of Operations:

1. The responsible fire chief(s) coordinate(s) response to oil and HAZMAT incidents.

2. The disposal of hazardous waste will be in accordance with local, state, and federal regulations.

3. Proposals for sheltering and mass care facility locations will be assessed to ensure that they are upwind or out of range of HAZMAT releases.

4. Evacuation of an area in proximity to a HAZMAT incident may be issued by the direction of the Incident Commander and the Chief Executive Official (City Manager).

5. In a WMD/terrorism event, law enforcement will assess the safety of the area.

Roles and Responsibilities:

Battle Creek Fire Department:

1. Control fires that result from the incident.

2. Stabilize the incident to prevent the spread of further contamination.

3. Monitor and evaluate environmental health risks or hazards from HAZMAT releases.

4. Inspect possible sources of contamination.

5. Provide technical assistance and liaison with other appropriate agencies or organizations for the remediation of hazardous waste releases and other contamination sources.

6. Disseminate information to the EOC and PIO on HAZMAT release issues.

7. Support evacuation efforts.

8. Pipeline Emergency: Secure the area around the leak. Evacuate the public to a safe distance, if necessary. Contact the appropriate pipeline owner or operator as soon as possible. Establish a

Command Center. Control ignition sources – If the pipeline leak is not burning, take steps to prevent causing any open flame or another potential source of ignition, such as an electrical switch, vehicle ignition, lighting of a match, etc.

Battle Creek Police Department:

1. Coordinate with HAZMAT team/fire departments.

2. Maintain incident boundaries, access control points, security at the scene, and traffic control to the affected area.

3. Support evacuation efforts.

Calhoun County Health Department:

1. Inspect food and water supplies for possible contamination because of HAZMAT incidents.

2. Identify conditions that have the potential for causing long-term or widespread health problems.

3. Develop and enforce disease control, emergency health, and sanitation standards.

4. Provide epidemiological and toxicological information to appropriate agencies.

5. Perform environmental cleanup and waste disposal.

6. Assist with the cleanup, storage, treatment, and disposal of oil and HAZMAT releases.

Battle Creek Emergency Services Division:

1. Coordinate evacuation of the affected area.

2. Request additional resources from the state, if necessary.

3. Ensure that incident information is logged into the MI CIMS.

EMERGENCY SUPPORT FUNCTIONS ESF 10 OIL AND HAZMAT

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Fire Department	Chief
Fire Department	On-Duty Battalion Chief
Emergency Services Division	Emergency Management Administrator

The line of succession for representing the ESF 10 oil and HAZMAT to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Chief	Fire Department
On-Duty Battalion Chief	Fire Department
Incident Commander	Fire Department
Emergency Management Administrator	Battle Creek Emergency Services Division

The Battle Creek Fire Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 10 oil and HAZMAT:

SIGNATURE OF OIL AND HAZMAT OFFICIAL	DATE

EMERGENCY SUPPORT FUNCTIONS ESF 11 AGRICULTURE AND NATURAL RESOURCES

Purpose:

The ESF 11 Agriculture and Natural Resources is responsible for the protection of agriculture and natural resource activities throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

Scope:

ESF 11 Agriculture and Natural Resources will coordinate and provide nutrition assistance, control and eradicate animal or plant diseases, or pests, ensure the safety and security of the food supply, protect natural and cultural resources, and provide for the safety and security of household pets.

Primary Agency: Calhoun County Health Department

Supporting Agency: Calhoun County Animal Center and Battle Creek Emergency Services Division

Concept of Operations:

1. The Calhoun County Animal Center is available to provide emergency veterinary assistance to household pets and animals.

2. The Michigan State University Extension office can provide technical expertise dealing with animal, plant, and pests diseases.

3. Trees and debris containing diseases and pests will be properly disposed of to prevent spreading.

4. Quarantining firewood to the jurisdiction may be required to prevent the spread of the disease outside the jurisdiction. This would be in the direction of the CEO and/or state director of agriculture.

5. Location of shelters and mass care sites will be established upwind or out of the area where pesticide application may be needed.

6. The Michigan Department of Natural Resources (MDNR) and the Battle Creek Fire Department will follow burn indexes which are used to issue a no burning order, either locally or by region.

7. In a WMD/terrorism incident, extra precautions will be applied to the commercial food supply of the affected area to prevent further hazards.

Roles and Responsibilities:

Calhoun County Health Department:

1. Provide expertise for determining the protective actions needed to handle animal, plant, and tree diseases.

2. Determine nutrition assistance needs.

3. Assess and control any animal and plant disease or pest outbreaks.

4. Inspect drinking water systems and ensure safety for public consumption.

5. Provide surveillance for food-borne illnesses.

6. Coordinate with necessary agencies regarding food inspections and distribution during an incident.

7. Establish critical food requirements and supply and assist with the coordination of the delivery of food and supplies.

8. Assist in monitoring food supplies in shelters before and during an emergency to verify that proper food handling is put in place, and that the food products are safe for consumption.

9. Test and/or dispose of contaminated food, livestock, and any other agricultural products.

Calhoun County Animal Center:

1. Coordinate the provision of veterinary care for household pets and animals.

2. Provide shelter for household pets and animals.

3. Assist in the disposal of deceased pets and animals that were contaminated/infected during an incident.

Battle Creek Emergency Services Division:

1. Assist in determining adequate location for shelters and mass care sites away from areas requiring pesticide applications.

2. Coordinate efforts to preserve, conserve, and restore natural and cultural resources.

EMERGENCY SUPPORT FUNCTIONS ESF 11 AGRICULTURE AND NATURAL RESOURCES

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Calhoun County Health Department	Director
Calhoun County Animal Center	Executive Director
Emergency Services Division	Emergency Management Administrator

The line of succession for representing the ESF 11 Agriculture and Natural Resources to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Director	Calhoun County Health Department
Health Officer	Calhoun County Health Department
Executive Director	Calhoun County Animal Center
Emergency Management Administrator	Battle Creek Emergency Services Division

The Calhoun County Health Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 11 Agriculture and Natural Resources:

SIGNATURE OF AGRICULTURE AND NATURAL RESOURCES OFFICIAL	DATE

EMERGENCY SUPPORT FUNCTIONS ESF 12 ENERGY

Purpose:

ESF 12 Energy is responsible for coordinating local capabilities, services, technical assistance, and engineering expertise during emergencies or disaster that have an impact on energy systems and energy system components.

Scope:

ESF 12 Energy provides, collects, evaluates, and shares information on energy system damage, provides technical expertise to energy asset owners and operators, assists stakeholders in overcoming challenges associated with the restoration of the energy system, and provides information concerning the status of energy restoration efforts.

Primary Agency: Battle Creek Emergency Services Division

Supporting Agency: Battle Creek Public Transportation Department, Battle Creek Department of Public Works, and Consumers Energy

Concept of Operations:

1. Restoration of energy infrastructure and systems is the primary responsibility of its owners and operators; however, when feasible, the jurisdiction will provide supplemental local assistance and resources to enable restoration in a timely manner.

2. Orders may be issued in reducing energy consumption by prohibiting the use of electricity for nonessential purposes.

3. The Department of Licensing and Regulatory Affairs is the coordinating state agency for energy systems.

4. In a WMD/terrorism event, extra security will be in place at energy facilities/infrastructures including nuclear power plants.

5. Additional information related to response to/recovery from power outage incidents can be found in the hazard-specific Power Outage Incident appendix to this plan.

Roles and Responsibilities:

Consumers Energy:

1. Address significant disruption in energy systems that may result from physical disruption, unexpected operational failures, or unusual economic or political events.

2. Maintain electric emergency operating and service restoration plans.

3. Provide electrical inspections for emergency responders before entering an incident scene.

4. Shut off power to affected areas to prevent hazards.

5. Ensure that the emergency site is ventilated to disperse accumulations of natural gas, if applicable.

6. Provide natural gas inspections of affected areas before returning to buildings, if applicable.

7. Determine effects that the incident may have on energy supplies in surrounding jurisdictions.

Battle Creek Public Transportation Department and Department of Public Works:

1. Support debris removal to expedite restoration of utility services.

2. Assist with fire prevention measures related to downed power lines.

3. Notify fire departments and other agencies of ruptured gas lines and leaks.

4. Monitor telecommunications, electricity, and natural gas to other energy utilities to assist in critical functions and tasks.

Battle Creek Emergency Services Division:

1. Ensure the Power Outage Incident appendix to this plan is utilized during power outages.

2. Communicate with surrounding jurisdictions to determine the overall impact of the incident on the energy infrastructure and determine necessary resources.

3. Coordinate with energy facilities to identify resources and develop mitigation strategies to reduce future vulnerabilities to energy facilities.

4. Request additional resources from the state, if necessary.

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EMERGENCY SUPPORT FUNCTIONS ESF 12 ENERGY

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Emergency Services Division	Emergency Management Administrator
City of Battle Creek	City Manager
Department of Public Works	Director

The line of succession for representing the ESF 12 Energy to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Emergency Management Administrator	Emergency Services Division
Director	Department of Public Works
City Manager	City of Battle Creek
Assistant City Manager	City of Battle Creek

The Battle Creek Department of Public Works are responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 12 Energy:

SIGNATURE OF ENERGY OFFICIAL	DATE

EMERGENCY SUPPORT FUNCTIONS ESF 13 PUBLIC SAFETY AND SECURITY

Purpose:

The ESF 13 Public Safety and Security coordinates public safety and security assistance during disasters and emergencies.

Scope:

The ESF 13 Public Safety and Security is responsible for the provision of public safety and law enforcement services during incidents, including traffic and crowd control measures, scene security, evacuation assistance, securing evacuated areas, enforcing curfew hours, etc.

Primary Agency: Battle Creek Police Department

Supporting Agency: Battle Creek Fire Department, Calhoun County Consolidated Dispatch Authority, Battle Creek Emergency Services Division, and the Michigan State Police.

Concept of Operations:

1. The Battle Creek Police Department is the primary representative for public safety and security functions.

2. Law enforcement personnel will provide security and support during all incidents that threaten life and property.

3. Law enforcement personnel will primarily perform law enforcement functions, while outside and support agencies will be used for traffic and crowd control.

4. The Battle Creek Police Department will control law enforcement operations in the city and in Bedford Township.

5. If an incident is believed to be terrorist-related, care must be taken to preserve the crime scene, while at the same time allowing rescue operations to be performed.

6. In a WMD/terrorism incident, law enforcement and additional agencies will provide extra security at locations where people congregate, nuclear power plants and other energy facilities, and health and medical supply locations.

7. Additional information related to response to/recovery from power outage incidents can be found in the hazard specific WMD/Terrorism Incident appendix to this plan.

Roles and Responsibilities:

Battle Creek Police Department:

1. Provide an on-scene commander and establish an ICP in collaboration with other primary response agencies.

2. Control access by both pedestrians and vehicles to the incident scene(s) or hazardous area(s) in coordination with the fire department and other jurisdiction agencies.

3. Assist in crowd and traffic control measures.

4. Control traffic and establish alternate and evacuation routes.

5. Implement civil disturbance and looting control procedures, as needed.

6. Manage bomb threats and dispose of bomb devices and explosives.

7. Provide status information on severe weather and its effects to the EOC.

8. Operate the 9-1-1 communications center and augment staffing and resources to meet the emergency needs.

9. Conduct evacuation of the affected area, in coordination with the fire department. Evacuation includes warning residents, arranging and coordinating transportation, identifying mass transportation collection points, establishing evacuation routes, and securing the evacuation zone.

10. Develop and maintain a credentialing system to prevent unauthorized responders from entering the scene.

11. Provide extra protection for prisoners in custody.

12. Coordinate with public safety agency representatives from other local, state, or federal agencies.

Battle Creek Fire Department:

1. Assist law enforcement personnel in scene security.

2. Provide traffic control and crowd control measures.

Battle Creek Emergency Services Division:

1. Ensure the WMD/Terrorism Incident appendix to this plan is utilized during applicable incidents.

2. Provide pertinent information to the command organization(s) for on-scene personnel.

3. Assist law enforcement with resource coordination and MAA/MOU activation.

4. Coordinate with law enforcement to assess the incident and its resource needs.

5. Request additional resources from the state, if necessary.

EMERGENCY SUPPORT FUNCTIONS ESF 13 PUBLIC SAFETY AND SECURITY

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Police Department	Chief
Police Department	Deputy Chief
Emergency Services Division	Emergency Management Administrator

The line of succession for representing ESF 13 Public Safety and Security during an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Chief	Police Department
Deputy Chief	Police Department
On-Duty Shift Commander	Police Department
Emergency Management Administrator	Emergency Services Division

The Battle Creek Police Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent the ESF 13 Public Safety and Security:

SIGNATURE OF PUBLIC SAFETY AND SECURITY OFFICIAL	DATE

EMERGENCY SUPPORT FUNCTIONS ESF 14 CROSS-SECTOR BUSINESS AND INFRASTRUCTURE

Purpose:

ESF 14 - Cross-Sector Business and Infrastructure is focused on engaging private sector organizations and infrastructure owners to facilitate coordination with partners related to prevention, preparedness, mitigation, response, and recovery activities.

Scope:

ESF 14 - Cross-Sector Business and Infrastructure is responsible for the coordination of cross-sector collaboration between businesses, infrastructure, and City of Battle Creek stakeholders. It engages the private sector and critical infrastructure operators, leverages existing resources and capabilities within the community, and provides analytical capabilities focused on interdependencies.

Primary Agency: Battle Creek Emergency Services Division

Supporting Agency: Battle Creek Unlimited, Local and Regional Infrastructure Owners and Operators, Battle Creek Department of Public Works, and the Battle Creek Public Transportation Department.

Concept of Operations:

1. Businesses and infrastructure owners have primary responsibility for managing their systems during emergencies and disasters.

2. Infrastructure owners and businesses report damages, failures, and anticipated future or cascading impacts during emergencies and disasters to the City of Battle Creek.

3. To ensure residents' access to essential services during and after emergencies and disasters, the City of Battle Creek coordinates with infrastructure owners and the private sector and may support them with appropriate public resources and capabilities.

4. The private sector and infrastructure owners also may make resources and capabilities available that can enhance the public sector's response to emergencies and disasters.

5. Infrastructure owners, the private sector, and the City of Battle Creek collaborate to prevent or mitigate cascading failures during emergencies and disasters.

6. Supply chains and distribution networks within and outside impacted areas are stabilized to protect health and safety, maintain commercial functions, and reduce economic impacts.

7. Infrastructure sectors and/or stakeholders that align with other ESFs (e.g., Transportation, Energy, Communications, Public Works, and Engineering) continue to utilize these ESFs as their primary interface with the EM organization.

Roles and Responsibilities:

Battle Creek Emergency Services Division:

1. Identify critical infrastructure and businesses providing essential services in the City of Battle Creek. The EOC maintains a Resource Manual and MOUs, MOAs, and MAAs binder.

2. Establish and maintain relationships with representatives from critical infrastructure operators and businesses that provide essential services.

3. Communicate relevant hazards, risks, and vulnerabilities to infrastructure operators and business owners. Receive information regarding available resources, potential resource shortfalls, and information needs.

4. During activations of the EOC: Invite representatives from relevant impacted infrastructure operators or businesses to act as liaisons to the EM organization.

5. Share information on the status of the response to emergencies and disasters to relevant infrastructure operators and business owners.

6. During emergencies and disasters, gather information on impacts to infrastructure and essential services and potential cascading impacts from relevant infrastructure operators and businesses.

7. Request resources and capabilities from infrastructure operators and business owners that can support overall response and recovery operations.

8. Receive requests for assistance from impacted infrastructure operators and businesses that provide essential services.

9. Evaluate and prioritize assistance to relevant infrastructure operators and businesses based on overall response priorities, potential impacts to essential services, and cascading impacts failures of impacted systems may have.

Battle Creek Unlimited:

1. Promote preparedness and business continuity of operations information to the business community and provide education on the EM process.

2. Facilitate contact between the business community and EM stakeholders.

Battle Creek Public Transportation and Public Works Departments:

1. Provide information and subject matter expertise on infrastructure impacts during emergencies and disasters.

2. Project potential resource needs of impacted infrastructure operators and assess the ability of the City of Battle Creek to provide resource support.

3. Project potential cascading impacts of infrastructure damages sustained during emergencies or disasters.

Public Information Officer (PIO):

1. Include information on the availability of infrastructure, utility, and other essential services in news releases and other emergency or disaster-related communications.

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EMERGENCY SUPPORT FUNCTIONS ESF 14 CROSS-SECTOR BUSINESS AND INFRASTRUCTURE

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Emergency Services Division	Emergency Management Administrator

The line of succession for representing ESF 14 Cross-Sector Business and Infrastructure during an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Emergency Management Administrator	Emergency Services Division
Chief	Police Department
Deputy Chief	Police Department

The Battle Creek Police Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 14 Cross-Sector Business and Infrastructure:

SIGNATURE OF CROSS-SECTOR BUSINESS AND INFRASTRUCTURE OFFICIAL	DATE

EMERGENCY SUPPORT FUNCTIONS ESF 15 EXTERNAL AFFAIRS

Purpose:

ESF 15 External Affairs ensures accurate, coordinated, timely, and accessible information is disseminated to media, the public, and the private sector throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies. This ESF is supplemental to and supports the City of Battle Creek EOP.

Scope:

ESF 15 External Affairs is responsible for the provision of public Information, coordinating communication protocols to various audiences, integrating with public affairs, intergovernmental affairs, media relations, community relations, and the private sector.

Primary Agency: City of Battle Creek Communications and PIO

Supporting Agency: City of Battle Creek Administration

Concept of Operations:

1. The following methods will be used to notify the public about the incident, its secondary effects, and recovery activities:

a. Media Briefings.

b. Press releases. Press releases will be issued in a timely manner and will be based on the severity of the incident and the availability of speakers. The lead PIO will determine the time between releases based on the severity of the incident and the availability of key leaders. Prompt press releases will be a high priority.

c. The EAS/Integrated Public Alert and Warning System.

d. Door-to-door.

e. Social Media.

f. City of Battle Creek websites, social media sites, and department social media sites.

2. The City of Battle Creek PIO and City Manager will coordinate public information. The PIO will review information for accuracy and validity.

3. A JIC may be established with the recommendation of the PIO to coordinate multi-agency news releases.

4. News releases, instructions, or official information originated by various participating organizations will be channeled through, verified, and approved by the JIC.

5. The JIC will serve as a location where most incident-related inquiries from the public may be directed.

6. Local media contacts include WWMT, WOODTV, WWMT, WXMI, WBCK Radio, WLKM Radio, WKZO Radio, The Battle Creek Enquirer and Associated Press Michigan to provide the following warnings: Critical information relevant to health & safety, EAS, special bulletins, etc.

7. The JIC will control rumors by correcting misinformation as soon as possible and validating it through the normal review and approval process.

8. Whenever possible, appropriate information will be provided in languages other than English.

9. Information will be made available to individuals with Access and Functional Needs (AFN) that may restrict their access to incident-related information through the Calhoun County Consolidated Dispatch Authority.

10. Local agencies involved in emergency response operations will coordinate news releases regarding their operations with the PIO/JIC.

Roles and Responsibilities:

Public Information Officer (PIO):

1. Establish and maintain contact with the EOC and the IC.

2. Establish and manage the JIC.

3. Work with the Emergency Management Administrator to collect and disseminate information, including information on evacuations and sheltering.

4. Liaison with the media (print, radio, and television), ensuring dissemination of emergency public information and materials.

5. Prepare news releases, review, edit, and clear material for public release, under established policies, and coordinate with other organizations represented in the JIC.

6. Monitor all forms of media, both traditional and social, and address rumors as soon as possible.

7. Provide information on household pet evacuation and shelters.

8. Upon receipt of information for release, the PIO will:

a. Verify the authenticity of the information.

b. Verify a duplicate release has not already been issued.

c. Prepare the release in accordance with effective journalistic practices and ensure accurate and timely release of the news or information.

d. Seek authorization of the appropriate agency or jurisdiction before issuing the release.

Battle Creek Emergency Services Division:

1. Assess Public Affairs implications related to the incident and assist with disseminating information.

2. Work with the media to schedule briefings and coordinate precautions to control access to the scene, responders, and disaster survivors.

3. Coordinate the release of information to the media and public with the PIO/JIC.

4. Disseminate 24-hour emergency warnings to the public and emergency response personnel.

5. Warn special locations including schools, hospitals, nursing homes, major industries, institutions, and places of public assembly.

6. Ensure warnings and notifications are received by individuals with access and functional needs.

7. Request additional support from the state, when necessary.

Supporting Agencies:

1. Coordinate with the PIO, EOC and EMC regarding the release of information to public sources. Responding agencies should not disseminate any information to the public without prior approval of the JIC (if activated) or ICP or EOC management structure.

2. Appoint and send a representative to the JIC, as requested.

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EMERGENCY SUPPORT FUNCTIONS ESF #15 EXTERNAL AFFAIRS

The following agencies are responsible for this ESF:

AGENY/ORGANIZATION	TITLE
Battle Creek Communications and PIO	Communications Manager
City of Battle Creek	City Manager

The line of succession for representing ESF #15 External Affairs from an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Communications Manager	Battle Creek Communications and PIO
Communications Specialist	Battle Creek Communications and PIO
City Manager	City of Battle Creek
Assistant City Manager	City of Battle Creek

The Communications Manager is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent ESF 15 External Affairs:

SIGNATURE OF EXTERNAL AFFAIRS OFFICIAL	DATE

APPENDIX 1

FLOOD/DAM FAILURE

Purpose: This Flood/Dam Failure appendix will identify and describe concerns, capabilities, training, agencies, and resources that will be used to mitigate against, prepare for, respond to, and recover from flood/dam failure emergencies or disasters.

Primary Agency: Battle Creek Emergency Services Division, Fire Department, and Department of Public Works

Supporting Agency: Calhoun County Health Department

Situation:

Riverine flooding is generally caused by prolonged, intense rainfall, snowmelt, ice jams, dam failures, or any combination of these factors. Such overbank flows are natural events that may occur on a regular basis. Riverine Flooding occurs on river systems whose tributaries may drain large geographic areas and encompass many independent river basins. Floods on large river systems may continue for several days. Many areas of Michigan are subject to riverine flooding.

Concerns:

1. The City of Battle Creek may be affected by flooding.

2. There may be little or no advanced warning that flooding is eminent.

3. Flooding is the most frequent type of disaster that occurs in Michigan.

Concept of Operations:

1. Prepare for a flooding/dam failure event if severe weather warnings or watches are issued.

2. Notification of the event should be sent to the MSP/EMHSD DC and documented into the Michigan Critical Incident Management System (CIMS).

3. Assessment of flooding/dam failure event should focus on determining the following:

a. Location, scope, magnitude, and expected duration of event.

b. Number of injuries and deaths.

c. Property, environmental, and agricultural damage incurred.

d. Impacts on critical infrastructure, facilities, and services.

e. Economic and social consequences.

f. Anticipated resources needs of the response and recovery operations.

4. The local EOC may be activated to support the ICP(s) and responding agencies will report to the EOC.

5. Requested equipment, materials, supplies and personnel will be secured through local resources and/or MAA/MOUs. If local resources are exhausted, state assistance may be requested.

Mitigation:

1. Low Hazard Potential

a. Verona Dam

i. Located at 795 Wagner Road, Battle Creek, MI 49017, the dam is located within the Battle Creek Linear Park and services the Battle Creek River. The dam is situated in the northeast sector of the City of Battle Creek.

ii. 45 homes have been identified in the Emergency Action Plan for dam failure or potential failure notification along Wagner Drive and Emmett Street.

5. Avoid building in flood plain areas.

6. Promote and educate municipalities on the National Flood Insurance Program (NFIP).

7. Work with the Department of Environment, Great Lakes, and Energy (EGLE) to promote floodplain and shoreline management activities.

Preparedness:

1. Continuously update and maintain this appendix and other flood/dam failure procedures.

2. Provide training (e.g., swift water rescue) and perform exercises specific to flooding and dam failure procedures. Attend exercises prepared by dam facilities.

3. Work with the EGLE Dam Safety Program to understand risks and ensure dams are properly inspected.

Response/Agency Roles and Responsibilities:

Battle Creek Emergency Services Division:

1. Establish and maintain contact with the MSP/EMHSD DC, SEOC, and other state facilities.

2. Activate the local EOC and notify response agencies.

3. Request state assistance, if necessary.

4. Present coordinated and accurate information to the public, including downriver properties, regarding flooding and dam failure.

5. Coordinate with the American Red Cross for potential sheltering needs.

6. Coordinate disaster debris clearance and management activities, as required.

7. Coordinate Damage Assessment (DA) activities and populate the DA board in the MI CIMS. This includes public damage to bridges, streets, buildings, dams, etc.

Calhoun County Health Department:

1. Provide public health information and education concerning the effects of the flood/dam failure event.

2. Inspect food and water supplies after a flood/dam failure weather event, if necessary.

3. Develop public health regulations and orders. Provide this information to EGLE and MDHHS.

Fire Department:

1. Provide units for route alerting and door-to-door warnings.

2. Assist with evacuations.

3. Assist debris removal activities.

4. Review status and location of boats and other rescue equipment, fuel, and other essential supplies for use during and after the flood.

5. Assist in search and rescue operations.

6. Coordinate clean-up of HAZMAT release that occurs because of flooding.

Department of Public Works:

1. Assist with restricting access to hazardous areas and rerouting traffic.

2. Coordinate inspections of electric, gas, and water systems with appropriate utilities and agencies.

3. Provide sand bagging resources and personnel to lay sandbags around flooded areas.

4. Review status and location of boats and other rescue equipment, fuel, and other essential supplies for use during and after the flood.

5. Monitor and assess the damage to dams and determine potential risks to downriver properties.

6. Assist in conducting DA activities, including damage to bridges, streets, buildings, dams, etc.

7. Provide information on road situations to include open/closed data, bridge status, and general damage.

8. Oversee the repair and restoration of key facilities. Repairs to water and sewer mains, streets, and bridges should be made in order of priority.

9. Oversee debris removal, with emphasis on roads that need to be cleared for emergency traffic.

10. Identify contractors who can provide heavy and specialized equipment support during emergencies and individuals and businesses that may lease equipment during emergencies.

Recovery:

1. Promote and coordinate restoration of affected areas to their pre-flood condition.

2. Implement measures to reduce or eliminate the long-term effects of flood damage to buildings, manufactured homes, and other structures.

3. Continue to evaluate what possible disaster funds may be available (e.g., public or IA Section 19, etc.)

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FLOOD/DAM FAILURE INCIDENT

The following agencies are responsible for this appendix:

AGENY/ORGANIZATION	TITLE
Emergency Services Division	Emergency Management Administrator
Department of Public Works	Director

The line of succession for representing Flood/Dam Failure functions during a response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Emergency Management Administrator	Emergency Services Division
Director	Department of Public Works
Field Services Superintendent	Department of Public Works

The Battle Creek Fire Department and Department of Public Works is responsible for reporting or delegating another individual from their respective agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent the Flood/Dam Failure functions:

SIGNATURE OF FLOOD/DAM FAILURE INCIDENT OFFICIAL	DATE

APPENDIX 2

HAZARDOUS MATERIAL (HAZMAT) INCIDENT

Purpose: This HAZMAT Incident appendix will identify and describe concerns, capabilities, training, agencies, and resources that will be used for mitigation against, prepare for, respond to, and recover from HAZMAT emergencies or disasters.

Primary Agency: Battle Creek Fire Department

Supporting Agency: Department of Public Works and the Calhoun County Health Department

Situation:

An uncontrolled release of hazardous materials capable of posing a risk to health, safety, property, and the environment. Hazardous materials are present in quantities of concern in business and industry, agriculture, universities, hospitals, utilities, and other community facilities. Hazardous materials are also found in transportation systems and pipelines within the greater Battle Creek area. Hazardous materials are materials or substances which, because of their chemical, physical, or biological nature, pose a potential threat to life, health, property, and the environment if they are released.

Concerns:

1. The City of Battle Creek may be affected by HAZMAT incidents.

2. There may be little or no advanced warning of a HAZMAT incident.

3. Extreme caution must be used because of the nature of HAZMAT products.

Concept of Operations

1. If a HAZMAT incident occurs, the owner/operator is required to notify the local, state, and federal government.

2. Notification of event should be sent to the MSP/EMHSD DC and recorded into the MI CIMS.

3. The party responsible for the release is also responsible for the containment and cleanup, under the supervision of EGLE.

4. The local government is responsible for initial emergency response and IC. First responders initially assess and classify the incident according to the oil or HAZMAT Incident Emergency Action Level Classification System.

1. The local EOC may be activated to support the Incident Command Post (ICP), responding agencies will report to the EOC.

2. Requested equipment, materials, supplies and personnel will be secured through local resources and/or MAA/MOUs. If local resources are exhausted, state assistance may be requested.

Prevention/Mitigation:

1. SARA Title III:

• Four Major Components

o Emergency Planning (Sections 302 and 303)

o Emergency Release Notification (Section 304)

o Hazardous Chemical Inventory (Sections 311 and 312)

o Toxic Chemical Release Inventory (Section 313)

2. There are two railroads that run through the City of Battle Creek. Trains regularly carry chemicals and hazardous materials. Enbridge Pipeline 6B also runs through portions of the city.

Preparedness:

1. Continuously update and maintain this annex and other HAZMAT procedures (e.g., SARA Title III plans).

2. Provide training (e.g., HAZMAT ICS) and perform exercises (Operations-based and Discussion-based) specific to HAZMAT procedures.

3. Training in handling HAZMAT incidents will be on-going and include individuals from the fields of fire suppression, health and medical, and law enforcement.

4. The LEPC will stay in operation and meet four times a year to ensure adequate public safety due to HAZMAT incidents by updating or creating community focused emergency procedures for SARA Title III sites.

5. Evacuation routes and procedures are identified, tested, and provided to the public.

Response/Agency Roles and Responsibilities:

Battle Creek Emergency Services Division:

1. Establish and maintain contact with the MSP/ EMHSD DC, SEOC, and other state facilities.

2. Activate the local EOC and notify response agencies.

3. Request state assistance, if necessary.

4. Present coordinated and accurate information to the public.

5. Ensure shelters and mass care facility locations are upwind or out of range of HAZMAT release.

6. Contact companies to assist with clean-up efforts.

Battle Creek Fire Department:

1. Coordinate fire and rescue operations and control fires, if necessary.

2. Inspect possible sources of contamination.

3. Assist with evacuations.

4. Provide units for route alerting and door-to-door warnings.

5. Set up a decontamination area for emergency responders and survivors.

Calhoun County Health Department:

1. Provide public health information and education concerning the effects of the HAZMAT incident.

2. Inspect food and water supplies after a HAZMAT incident.

3. Develop public health regulations and orders and provide documents/information to EGLE and MDHHS.

4. Identify conditions that may cause long-term or widespread health problems.

5. Develop and enforce disease control, emergency health, and sanitation standards.

6. Monitor and evaluate environmental health risks from HAZMAT releases.

Department of Public Works:

1. Provide heavy equipment and diking materials to support the response to HAZMAT incidents.

2. Identify contractors who can provide specialized equipment and assist in clean-up efforts.

Recovery:

1. Determine that the incident has been stabilized and is no longer a threat to life, property, and the environment.

2. Instate re-entry procedures and release traffic controls and other support elements.

3. Ensure clean-up operations are coordinated and completed.

HAZARDOUS MATERIAL (HAZMAT) INCIDENT

The following agencies are responsible for this appendix:

AGENY/ORGANIZATION	TITLE
Fire Department	Chief
Emergency Services Division	Emergency Management Administrator
Department of Public Works	Director

The line of succession for representing the HAZMAT Incident functions during a response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Chief	Fire Department
On-Duty Battalion Chief	Fire Department
Incident Commander	Fire Department
Emergency Management Administrator	Emergency Services Division

The Battle Creek Fire Department and Department of Public Works are is responsible for reporting or delegating another individual from their respective agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent the HAZMAT Incident functions:

SIGNATURE OF HAZMAT INCIDENT OFFICIAL	DATE

APPENDIX 3

SEVERE WEATHER EVENT

Purpose: This Severe Weather Event appendix will identify and describe concerns, capabilities, training, agencies, and resources that will be used in mitigation against, prepare for, respond to, and recover from severe weather emergencies or disasters such as high wind and severe temperature events.

Primary Agency: Battle Creek Emergency Services Division and Department of Public Works

Supporting Agency: Calhoun County Health Department and Battle Creek Police/Fire Departments

Situation:

Severe thunderstorms are a common occurrence in many areas in Michigan. Along the Great Lakes shoreline, strong winds occur with regularity, and gusts of over 74 miles per hour (hurricane velocity) do occasionally occur in conjunction with a storm system. Severe Thunderstorms can cause damage to homes and businesses, power lines, trees, and agricultural crops which may require temporary sheltering of individuals without power for extended periods of time. Severe thunderstorms occur in all areas of Michigan. Tornadoes in Michigan are most frequent in the spring and early summer when warm, moist air from the Gulf of America collides with cold air from the Polar Regions to generate severe thunderstorms. These thunderstorms often produce violently rotating columns of wind known as funnel clouds.

Concerns:

1. The City of Battle Creek may be affected by severe weather events.

2. There may be little advanced warning of severe weather events, and some people may ignore the severe weather warning.

3. Response and recovery efforts may be hampered due to critical infrastructure being destroyed.

4. Responders may have critical needs of their own due to severe weather events.

Concept of Operations:

1. The EAS will broadcast weather watches and warnings issued by the National Weather Service. Methods are in place to warn populations and individuals with access and functional needs.

2. Notification of the event should be sent to the MSP/EMHSD DC and recorded in the MI CIMS.

3. Assessment of severe weather should focus on determining the following:

a. Location, scope, magnitude, and expected duration of event.

b. Number of injuries and deaths.

c. Property, environmental, and agricultural damage incurred.

d. Impacts on critical infrastructure, facilities, and services.

e. Economic and social consequences.

f. Anticipated resources needs of the response and recovery operations.

4. The local EOC may be activated to support the ICP(s), if activated, and responding agencies will report to the EOC.

5. The Calhoun County 911 Dispatch Center should warn adjacent or nearby jurisdictions that may be affected by the severe weather event.

6. Requested equipment, materials, supplies and personnel will be secured through local resources and/or MAA/MOUs. If local resources are exhausted, state assistance may be requested.

Prevention/Mitigation:

1. The City of Battle Creek and Calhoun County use the Integrated Public Alert & Warning System (IPAWS) for local alerting that provides authenticated emergency and life-saving information to the public through mobile phones using Wireless Emergency Alerts. There is a 911 system that allows text to 911 installed in 2017 will help the hearing impaired communicate in an emergency or if someone is unable to call and talk during an emergency, they can use text to 911. NG911 allows a faster ring time to 911 and gives better location information for callers by using the RapidSOS platform.

2. Monitor and assess low lying areas, areas susceptible to heavy water build up, snow build up, and overflow.

3. Educate the public on severe weather warning systems, home safety, personnel preparedness kits, checklists, evacuation routes, and pre- and post-weather safety procedures.

4. Publicize Severe Weather Awareness Week and Winter Weather Hazards Awareness Week.

5. Modify vulnerable buildings to resist water penetration and/or wind damage.

Preparedness:

1. Continuously update, maintain, train, and exercise on this annex and other severe weather plans, policies, and procedures.

2. Develop pre-scripted warnings for radio stations and ensure that individuals with AFN can receive the message. Test emergency communications systems on a regular basis.

3. Monitor weather reports.

4. Review resource lists and availability of road-clearing equipment, four wheel-drive vehicles, emergency generators, fuel, chainsaws, etc.

5. Pre-position equipment such as snow/debris-clearing equipment, generators, light sets, fuels, food, sleeping cots, and blankets.

6. Pre-identify locations of potential warming/cooling centers for severe temperature events. This list is maintained by the American Red Cross.

Response/Agency Roles and Responsibilities:

Battle Creek Emergency Services Division:

1. Establish and maintain contact with the MSP/ EMHSD DC, SEOC, and other state facilities.

2. Activate the local EOC and notify response agencies.

3. Ensure that the safety officer assesses the scene before permitting responders to enter.

4. Request state assistance, if necessary.

5. Present coordinated and accurate information to the public.

6. Coordinate with the American Red Cross and other NGOs within the area for any sheltering needs.

7. Coordinate with the American Red Cross and other NGOs within the area for any sheltering needs to determine if shelters can be used as warming/cooling centers, if needed.

8. Coordinate disaster debris clearance and management activities, as required.

9. Coordinate DA activities and complete the DA board in the MI CIMS. This includes damage to bridges, streets, buildings, dams, etc.

Calhoun County Health Department:

1. Provide public health information and education concerning the effects of severe weather events.

2. Inspect food and water supplies after a severe weather event, if necessary.

3. Develop public health regulations and orders. Provide this information to EGLE and MDHHS.

Fire Department:

1. Assist with search and rescue operations, including animals.

2. Provide units for route alerting and door-to-door warnings.

3. Assist with evacuations.

4. Assist debris removal activities.

Police Department:

1. Provide units for route alerting and door-to-door warnings.

2. Coordinate evacuations.

3. Coordinate search and rescue operations, including animals.

4. Provide security for evacuated areas.

5. Establish road closures and evacuation routes.

6. Coordinate road closure and debris information with the Public Works department. Emphasize reporting of debris and blocked roads, power outages, power lines, and possible electrical and fire hazards.

Department of Public Works:

1. Review resource inventory lists. Provide fuel, potable water, generators, etc., when requested.

2. Assist in conducting DA, including damage to bridges, streets, buildings, dams, etc.

3. Collect damage data from electric utilities and assist in the restoration of power during and after high wind events.

4. Oversee the repair and restoration of key facilities. Repairs to water and sewer mains, streets, and bridges should be made in order of priority.

5. Identify contractors who can provide heavy and specialized equipment support during emergencies and individuals and businesses that may lease equipment during emergencies.

Recovery:

1. Conduct debris removal activities and identify areas in need of assistance. Develop a plan based on your capabilities and identify any need for outside agencies and NGOs.

2. Monitor and confirm that essential services have been restored.

3. Provide public information regarding safe re-entry to damaged areas.

4. Conduct Damage Assessments and determine if any disaster funds are available (e.g., public or IA, Section 19, etc.)

SEVERE WEATHER EVENT

The following agencies are responsible for this appendix:

AGENY/ORGANIZATION	TITLE
Emergency Services Division	Emergency Management Administrator
Department of Public Works	Director

The line of succession for representing the Severe Weather Event functions during a response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Emergency Management Administrator	Emergency Services Division
Director	Department of Public Works
Field Services Superintendent	Department of Public Works

The Battle Creek Police, Fire and Department of Public Works are responsible for reporting or delegating another individual from their respective agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent the Severe Weather Event functions:

SIGNATURE OF SEVERE WEATHER EVENT OFFICIAL	DATE

APPENDIX 4

CYBER-INCIDENT

Purpose: This Cyber Incident appendix will identify and describe concerns, capabilities, training, agencies, and resources that will be used to mitigate against, prepare for, respond to, and recover from cyber emergencies or disasters.

Primary Agency: Battle Creek Emergency Services Division

Supporting Agency: Information Technology Department and Police Department

Situation:

One of the most problematic elements of cyber security is the quickly and constantly evolving nature of security risks. The traditional approach has been to focus most resources on the most crucial system components and protect against the biggest known threats, which necessitated leaving some less important system components undefended and some less dangerous risks not protected against. Such an approach is insufficient in the current world environment.

Concerns:

1. Cyber incidents are significant disruptions to information technology and data services that can be the result of deliberate attacks on cyber systems or might be accidental/inadvertent in nature. Vulnerabilities to cyber incidents can both be human-caused and/or technological.

2. Cyber incidents might impact the city directly or affect critical infrastructure and relevant private organizations in the City of Battle Creek.

3. The secondary impacts of a cyber-incident may affect any or all community lifelines.

4. A cyber incident may result in compromised personally identifiable information that may require the notification of affected individuals.

5. The response to a cyber-incident may require the technical restoration of information technology systems, the management of impacts to community lifelines caused by the consequences of the cyber incident, or both.

6. A cyber incident will likely be a non-notice event (although unrealized infiltration of information technology systems may have occurred weeks or months prior to a cyber-attack).

7. Affected parties may not immediately report a cyber-attack and its impact quickly and accurately.

8. Responders may not be able to address critical response functions because of an inability to utilize electronic and communications equipment, and/or to access critical networks and files.

9. A major cyber incident will require close coordination with local, state, and federal government partners as well as businesses and critical infrastructure operators.

Concept of Operations:

1. The local EOC may be activated. Responding agencies will report to the EOC.

2. The EOC and Battle Creek Emergency Services will manage the cascading consequences of a cyber-incident (e.g., communications outages, infrastructure impacts, etc.) in accordance with the all-hazards considerations established in this plan.

3. The Information Technology Department will serve as the lead agency for maintaining, restoring, and recovering city information technology systems and networks, if impacted.

4. The Police Department will serve as the leading agency for criminal investigations of cyber-attacks.

5. Notification of the event should be sent to the MSP/EMHSD DC and recorded in the MI CIMS (if possible).

6. All cyber incidents should be reported to the Michigan Cyber Command Center (MC3) and the FBI Internet Crime Complaint Center (https://www.ic3.gov/).

7. During large scale cyber incidents, particularly those that may be linked to cyber terrorist activities, coordination with the MIOC, MC3, State of Michigan Cyber Disruption Response Team (CDRT), and the Michigan National Guard Cyber Teams (MI-NGCT) can be facilitated through MSP/EMHSD and the SEOC.

8. The following has been established as the priority order for the restoration of computer systems and networks during a cyber-incident (but can be adjusted based on specific incident needs):

• Critical infrastructure sites,

• Police and fire facilities, jails,

• Medical facilities,

• Communications systems,

• Public facilities such as municipal offices, workplaces, etc.

Prevention/Mitigation:

1. Coordinate with the Information Technology Department to educate city employees about cyber risks and best practices.

2. Create regular offline backups of EM-related documents and files and frequently test the backup process.

3. Keep paper copies of relevant plans, procedures, and forms, etc., as backups in case computer systems fail.

Preparedness:

1. Continuously update and maintain this annex and other cyber incident procedures.

2. Provide training and conduct exercises specific to cyber incident procedures.

3. Incorporate communications black out scenarios into EOC exercises that test the use of backup paper forms, out-of-band communications plans, etc.

4. Engage in proactive cybersecurity event monitoring through the Information Technology Department. Receive warnings on cyber security threats from the Michigan Information Sharing and Analysis Center. Share information with the MC3, FBI, and the U.S. Cybersecurity & Infrastructure Security Agency.

5. Monitor the city network and computer systems through the Information Technology Department.

6. Maintain the City of Battle Creek Continuity of Operations Plan (COOP)

Response/Agency Roles and Responsibilities:

Battle Creek Emergency Services Division:

1. During cyber incidents, serve as the lead agency for managing the potential consequences and cascading impacts on community lifelines in accordance with the all-hazards considerations established in this plan.

2. Evaluate potential impacts on critical infrastructure and life safety systems.

3. Coordinate with critical infrastructure operators and relevant private businesses impacted by a cyber-incident.

4. Coordinate with City of Battle Creek entities impacted by a cyber-incident.

5. Work with the PIO to notify the public and those whose data may have been compromised, if applicable.

6. Activate the City of Battle Creek Continuity of Operations Plan (COOP), if needed.

Information Technology Department:

1. Serve as the lead agency for cyber response and manage impacts to city computer systems and networks.

2. Continuously monitor city information technology systems to identify additional attacks or impacts.

3. Isolate and eliminate threats to and restore city information technology systems.

4. Coordinate with hardware, software, and cyber security vendors.

5. Coordinate with external service providers and counties to ensure they take additional measures to secure information technology infrastructure and systems.

6. Determine additional information technology resource needs.

7. Coordinate with the MIOC, MC3, State of Michigan CDRT, and the MI-NGCT during large scale cyber incidents. The Emergency Services Division can establish communications with these stakeholders through the MSP/EMHSD and/or SEOC.

Police Department:

1. Collect forensic evidence and conduct the law enforcement investigation into potential attacks in coordination with state and federal law enforcement agencies, if applicable.

2. Coordinate with the MSP, the MC3 and potentially the Michigan Cyber Civilian Corps during the criminal investigation of the cyber incident.

Recovery:

1. Following a cyber-incident involving City of Battle Creek systems and networks, restore and/or rebuild information the impacted technology systems.

2. Increase resilience and eliminate opportunities for cyber incidents during systems restoration.

3. Continue to support ongoing criminal investigations following cyber-attacks.

INTENTIONAL BLANK SPACE

CYBER-INCIDENT

The following agencies are responsible for this appendix:

AGENY/ORGANIZATION	TITLE
Information Technology Department	Director
Emergency Services Division	Emergency Management Administrator
Police Department	Chief

The line of succession for representing the Cyber Incident functions during a response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Director	Information Technology Department
Network Operations Manager	Information Technology Department
Emergency Management Administrator	Emergency Services Division
Chief	Police Department

The Information Technology Department is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent the Cyber Incident functions:

SIGNATURE OF CYBER-INCIDENT OFFICIAL	DATE

APPENDIX 5

POWER OUTAGE INCIDENT

Purpose: This Power Outage Incident appendix will identify and describe concerns, capabilities, training, agencies, and resources that will be used to mitigate against, prepare for, respond to, and recover from widespread power outage emergencies or disasters.

Primary Agency: Battle Creek Emergency Services Division

Supporting Agency: Consumers Energy, Department of Public Works, Field Services Division, Battle Creek Police Department, Battle Creek Fire Department, and Calhoun County Health Department.

Situation:

Power outages can affect critical public and private utility infrastructure resulting in a temporary loss of essential functions. Services Interruptions could last for periods of a few minutes to several days or more. Electrical power provides essential life supporting services that for a long period of time can have devastating consequences. As individual communities continue to grow, and populations increase, the impact on energy becomes greater, and the need for proper planning and mitigation becomes more evident.

Concerns:

1. There may be little or no advanced warning to a widespread power outage.

2. This annex is concerned with activities to manage the impacts that a sustained loss of power would cause in the community, not with the technical activities needed to repair utility infrastructure and restore electricity.

3. Local governments generally do not have control over their energy systems and can only encourage but not compel utility operators to implement electricity system hardening strategies.

4. Critical facilities that may require priority power restoration during a prolonged outage may include public safety facilities (such as police and fire stations), medical facilities (hospitals, long-term care facilities, facilities or areas with concentrations of residents that rely on electrical medical equipment, etc.), transportation infrastructure (intersections, railroad crossings, etc.), water/wastewater infrastructure (pump stations, treatment plants, sewer systems, etc.), communications infrastructure (cell and radio towers, switch centers, server facilities, etc.), gas stations, public-facing businesses (grocery stores, pharmacies, banks, etc.), etc.

5. Power outages can occur based on a wide variety of causes, such as weather-related damage to infrastructure (e.g., due to high winds, accumulation of snow and ice, lightning, flooding, etc.), other impacts on infrastructure (e.g., fires, sabotage, wear and tear, etc.), brownouts during times of high demand (e.g., during heat waves), etc.

6. Approximately 15 percent of backup generators fail after 24 hours of continuous use, and most battery backups fail within 8 to 24 hours of use.

Concept of Operations:

1. Prepare for potential power outages if weather forecasts indicate conditions that could likely result in outages (e.g., high winds, heat waves, etc.).

2. Notification of an incident should be sent to the MSP/EMHSD DC and entered into the MI CIMS.

3. The local EOC may be activated. Responding agencies will report to the EOC.

4. Monitor impacts on CIKR and coordinate resources and supplies to prevent and/or mitigate cascading outage impacts.

5. Coordinate resources, supplies, and services to assist electrically dependent AFN populations.

6. Secure requested equipment, materials, supplies and personnel through local resources and/or MAA/MOUs. If local resources are exhausted, state assistance may be requested.

Prevention/Mitigation:

1. Maintain capability to provide auxiliary power to the EOC (and alternate EOC).

2. Keep paper copies of relevant plans, procedures, and forms, etc., as backups in case computer systems fail.

3. Encourage utility providers to implement electricity system hardening strategies (such as replacement of wooden poles, burying of lines underground, vegetation management, promotion of smart grid technologies, etc.).

4. Promote building codes that favor energy efficiency and architectural designs that reduce energy needs.

Preparedness:

1. Continuously update and maintain this appendix and other power outage incident procedures.

2. Provide training and perform exercises specific to power outage incident procedures.

3. Incorporate black out scenarios into EOC exercises that test the use of backup paper forms, etc.

4. Provide public education materials on outage preparedness (use of generators, safe food storage and preparation, etc.).

5. Maintain lists of gas stations with generators and the ability to operate pumps with generator power.

Response/Agency Roles and Responsibilities:

Battle Creek Emergency Services Division:

1. Establish and maintain contact with the MSP/EMHSD DC, SEOC, and other state facilities.

2. Activate the local EOC and notify response agencies.

3. Request state assistance, if necessary.

4. Gather and maintain information on impacted jurisdictions, number of impacted power customers, impacted critical infrastructure and key resources, and progress of power restoration.

5. Determine if there is a need to establish shelters, cooling centers (during periods of heat), warming centers (during periods of cold), or charging stations for electrical devices. A list of locations with guaranteed availability is not established. Locations are stood up based on need and location.

6. Consider generator needs for those facilities.

7. Coordinate with power utilities to ensure representation at the EOC and participation in EOC activities.

8. Coordinate with municipalities to identify restoration priorities for areas and facilities that are specifically vulnerable and/or provide essential services.

9. Communicate restoration priorities to the utility provider(s) and their plan to coordinate with local fire departments, and local public works departments when prioritizing debris removal from roads.

10. Encourage the opening of public buildings to the public as charging stations for electrical devices and to disseminate public information during communication outages.

11. Gather updates from impacted critical infrastructure operators and coordinate resource needs.

12. Evaluate the resource and supply needs of field personnel (e.g., generators, fuel, batteries, water, ice, etc.).

13. Evaluate need to provide critical commodities such as food and water to areas with sustained outages.

14. Evaluate with Warning Official and PIO to what extent mechanisms to warn residents and disseminate public information are impacted, and establish alternate means for providing notification and warning, if needed.

15. Coordinate with the PIO to ensure the public receives information regarding:

a. Preservation of food and medications requiring refrigeration.

b. Impacts on electrically dependent residents.

c. How to proceed on roadways with blacked out traffic signals.

d. Locations of shelters, cooling centers, warming centers, and charging stations.

e. The safe use of generators.

16. Inform public safety answering points of anticipated higher call volumes due to calls from electrically dependent residents and other vulnerable populations.

Calhoun County Health Department:

1. Gather information on medical facilities without power or on backup power sources.

2. Evaluate the need to transport or evacuate electrically dependent individuals that rely on life-sustaining medical equipment.

3. Evaluate the need to transport or evacuate patients from impacted medical facilities.

4. Monitor the movement of patients from medical facilities and other medically vulnerable residents.

Battle Creek Fire Department:

1. Provide units for route alerting and door-to-door warnings.

2. Provide units for in-person wellness checks on electrically dependent residents and other vulnerable populations.

3. Assist with evacuations.

4. Monitor potential cascading impacts of power outages such as HAZMAT spills and increased fire danger due to water shortages and pump failures.

Battle Creek Police Department:

1. Provide units for route alerting and door-to-door warnings.

2. Provide units for in-person wellness checks on electrically dependent residents and other vulnerable populations.

3. Implement traffic management strategies for intersections with impacted traffic signals (blackout or flashing red).

Department of Public Works:

1. Coordinate with utility providers and provide updates on the status of electrical, water/wastewater, communications, and gas infrastructure systems.

2. Establish a refueling plan for public facilities on generator power.

Recovery:

1. Coordinate the return of displaced residents to their homes.

2. Share information on potentially available recovery programs, such as food replacement benefits for recipients of supplemental nutrition assistance program benefits, SBA low-interest loans for businesses and NGOs, etc.

3. Coordinate with MSP/EMHSD to identify potential state or federal mechanisms to expedite critical infrastructure restoration (e.g., regulatory relief, restoration logistics support).

POWER OUTAGE INCIDENT

The following agencies are responsible for this appendix:

AGENY/ORGANIZATION	TITLE
Emergency Services Division	Emergency Management Administrator
Department of Public Works	Director

The line of succession for representing Power Outage Incident functions during a response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Emergency Management Administrator	Emergency Services Division
Director	Department of Public Works
Field Services Superintendent	Department of Public Works

The Department of Public Works is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent the Power Outage Incident functions:

SIGNATURE OF POWER OUTAGE INCIDENT OFFICIAL	DATE

APPENDIX 6

WEAPONS OF MASS DESTRUCTION (WMD) & TERRORISM INCIDENT

This WMD and Terrorism Incident appendix will identify and describe concerns, capabilities, training, agencies, and resources that will be used for mitigation against, prepare for, respond to, and recover from WMD and terrorism emergencies or disasters.

Primary Agency: Battle Creek Police Department

Supporting Agency: Battle Creek Emergency Services Division and Battle Creek Fire Department

Situation:

Any hostile attack against the United States, using nuclear weapons or acts of terrorism, which results in destruction of military and/or civilian targets. All areas of the United States are conceivably subject to the threat of nuclear attack and acts of terrorism. The nature of the nuclear attack threat and acts of terrorism against the U.S. has changed dramatically with the end of the "Cold War" and the conversion of previous adversaries to more democratic forms of government. The threat of a nuclear attack or acts of terrorism against this country are ever present as current events show a rise in attacks over the last decade.

Concerns:

1. Multiple and nearly simultaneous events may occur for the purpose of increasing incident impact (communications, transportation, pipelines, etc.) and to escalate fear and panic among the public or initiating one event to influence another event's outcome.

2. Responders are at a high risk during WMD and terrorism incidents, e.g., due to the presence of adversaries, the use of chemical agents that may not be readily detectable or identifiable, etc. Emergency responders may also be targets for secondary incidents.

3. There will likely be a stronger reaction from the public than with other types of incidents.

4. Support facilities and systems, such as utilities (e.g., power generation, electrical grid, gas pipelines, etc.), 911 centers, hospitals and other critical infrastructures may be or become targets.

Concept of Operations:

1. Once a WMD/terrorism incident is suspected or occurs, local law enforcement, fire, and EMS will respond and establish an ICP.

2. Notification of the event should be sent to the MSP/EMHSD DC and recorded into the MI CIMS. The local FBI field office should also be contacted.

3. Local law enforcement, in conjunction with the MSP, FBI and other pertinent law enforcement elements, should complete joint threat assessments to:

a. Promote interagency collaboration by coordinating criminal investigative intelligence relating to the WMD/terrorism attack,

b. Enable the jurisdiction to better focus their prevention, protection, and preparedness efforts to reduce the likelihood or effects of an attack and to enhance local response effectiveness, and

c. Evaluate potential threats to better identify equipment, training, exercising, infrastructure protection, and/or mutual aid needs necessary to respond effectively.

4. The local EOC will activate to support the ICP and responding agencies will report to the EOC.

5. Requested equipment, materials, supplies and personnel will be secured through local resources and/or MAA/MOUs. If local resources are exhausted, state assistance may be requested.

6. The FBI will assign a special agent in charge to lead response efforts and establish a Joint Operations Center (JOC). Local and state liaisons will be provided to the JOC.

7. See Figure 1. Local Response to a Potential Terrorist Threat.

Prevention/Mitigation:

1. State and local law enforcement agencies will share information and intelligence concerning potential acts of terrorism to eliminate the threat or minimize the impact on the community.

2. Identify, discover, or locate threats through active and passive surveillance and search procedures.

3. Determine the means and method of the terrorist act, including the preparation of the act, to prevent initial or follow-up acts.

4. Promote campaigns such as See Something, Say Something campaign and Eight Signs of Terrorism, and encourage the reporting of suspicious activity and behavior to the MIOC by the public (http://michigan.gov/mioc).

5. Law enforcement agencies and the MSP MIOC will coordinate training for emergency responders, appointed and elected officials, health care professionals, hospitals, schools, utility companies, and individuals working in CIKR sectors.

6. Areas with a high vulnerability of WMD and Terrorist attacks:

a. City Government buildings.

b. Community events such as festivals, fundraisers, parades, and the annual Filed of Flight event.

c. Election events and voting sites.

Preparedness:

1. Continuously maintain and update this appendix and other documents.

2. Terrorism planning materials and concepts should be included in the regular emergency preparedness training and exercise schedule.

3. Direct any suspicious activity or advanced knowledge of threats through law enforcement channels.

Response/Agency Roles and Responsibilities:

Battle Creek Emergency Services Division:

1. Establish and maintain contact with the MSP/ EMHSD DC, SEOC, and other state facilities.

2. Activate the local EOC and notify response agencies.

3. Request state assistance, if necessary.

4. Coordinate with the American Red Cross and local NGOs for any sheltering needs.

Battle Creek Police Department:

1. Notify emergency personnel, including medical facilities of the danger and anticipated casualties.

2. Notify appropriate state and federal agencies.

3. Establish access control into and out of the crime scene.

4. Protect critical infrastructure.

5. Ensure that responders have appropriate equipment.

6. Ensure scene security and evidence preservation pending arrival of the FBI.

7. Assist the FBI and other investigative authorities. Determine the type of agent or devices that were the source of the incident.

8. Identify and establish control zones for suspected agents or devices used.

9. In coordination with the state and federal authorities, identify and apprehend suspects.

Battle Creek Fire Department:

1. Coordinate fire and rescue operations and control fires, if necessary.

2. Assist with search and rescue operations, including animals.

3. Assist with evacuations.

4. Set up decontamination stations and designate an area for emergency responders and survivors. Carry out initial decontamination of survivors. Determine if additional support is need as this may be for many people.

Calhoun County Health Department:

1. Provide medical care to injured, establish triage if mass causalities have occurred.

2. Monitor response personnel and public exposure to chemical, biological, and radiological agents.

3. Assist in coordinating the transportation of patients in a timely manner to appropriate medical facilities.

Recovery:

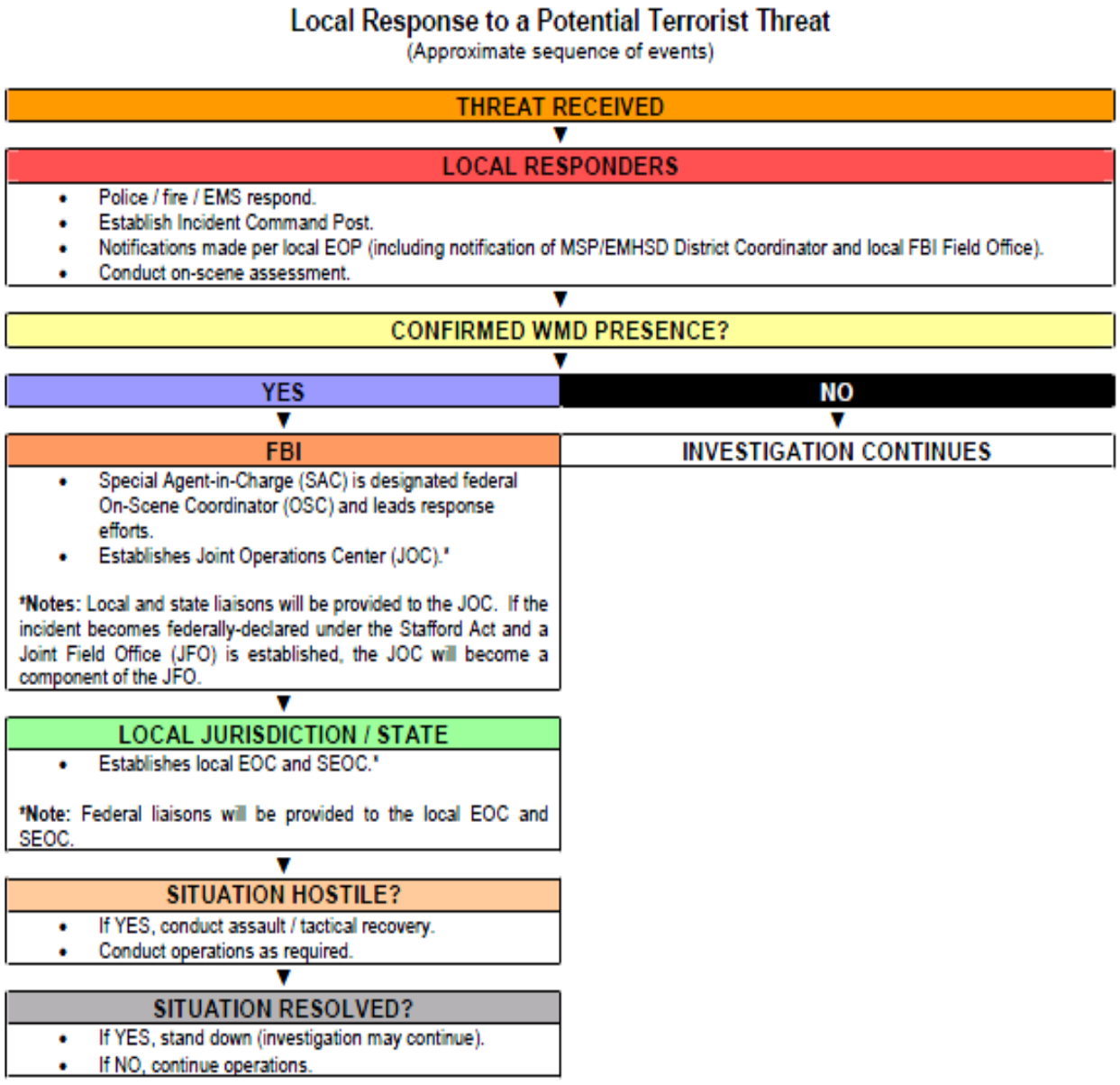
1. Provide critical incident stress counseling for survivors and responders.

2. Relocate survivors and provide long-term sheltering.

3. Inspect all sites or buildings for safety and develop plans for decontamination, if necessary.

4. Issue a quarantine period if a biological attack occurred.

FIGURE 1



WEAPONS OF MASS DESTRUCTION (WMD) & TERRORISM INCIDENTS

The following agencies are responsible for this appendix:

AGENY/ORGANIZATION	TITLE
Police Department	Chief
Emergency Services Division	Emergency Management Administrator
Fire Department	Chief

The line of succession for representing the WMD and Terrorism incident functions during a response to an emergency or disaster situation is:

TITLE	AGENY/ORGANIZATION
Police Department	Chief
Police Department	Deputy Chief
Emergency Services Division	Emergency Management Administrator
Fire Department	Chief

The Battle Creek Police and Fire Departments are responsible for reporting or delegating another individual from their respective agency to report to the EOC during scheduled exercises (when applicable), emergencies, or disasters to coordinate and represent the WMD and Terrorism incident functions:

SIGNATURE OF WMD & TERRORISM INCIDENT OFFICIAL	DATE

Resolution No: 356
City Commission Meeting
4/7/2026

356 - A Resolution authorizing the City Manager or her designee to execute MDOT Bridge Repair Contract 26-5090, Job #220625CON.

Battle Creek City Commission

Action Summary

Staff Member: Stephen Skalski, DPW Director
Department: Department of Public Works (DPW)

Summary

RESOLUTION NO. 356

Resolved by the Commission of the City of Battle Creek:

That the City Manager or her designee is authorized to execute MDOT Bridge Repair Contract 26-5090, Job #220625CON which will include concrete patching and epoxy overlay on bridge deck, healer-sealer on sidewalks and silane treatment on concrete railings for structure #1402 (Angell St over Kalamazoo River), structure #1403 (Kendall St over Kalamazoo River) and structure #1405 (McCamly St over Kalamazoo River).

Budgetary Considerations
The City's portion of this project would be $24,700, provided by budget code GL: 402.901.4021.801310 MAJOR-BRIDGE PM-CONTRACTS-MOTORIZED

Total Estimated cost: $494,000
Federal Funds: $395,200
State of MI Funds: $74,100
City of Battle Creek: $24,700

History, Background and Discussion
The repair work would involve concrete patching and epoxy overlay on bridge deck, healer-sealer on sidewalks and silane treatment on concrete railings for the structure #1402, which carries Angell Street over the Kalamazoo River, Section 2, T02S, R08W; concrete patching and

epoxy overlay on bridge deck, concrete patching and healer-sealer on sidewalks, concrete patching and silane treatment on concrete railings for the structure #1403, which carries Kendall Street over the Kalamazoo River, Section 1, T02S, R08W; and epoxy overlay removal, concrete patching and epoxy overlay on bridge deck, healer-sealer on sidewalks and bridge end joint resealing for the structure #1405, which carries McCamly Street over the Kalamazoo River, Section 12, T02S, R08W; City of Battle Creek, Calhoun County, Michigan; and all together with necessary related work.

Positions

Attachments

1.	220625_26-5090 (1)	220625_26-5090 (1).pdf

LOCAL BRIDGE
FEDERAL

COM

Control Section	BHT 13000
Job Number	220625CON
Project	26A0352
Structure	#1402; #1403; #1405
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	26-5090

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BATTLE CREEK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Battle Creek, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 10, 2026, attached hereto and made a part hereof:

Concrete patching and epoxy overlay on bridge deck, healer-sealer on sidewalks and silane treatment on concrete railings for the structure #1402, which carries Angell Street over the Kalamazoo River, Section 2, T02S, R08W; concrete patching and epoxy overlay on bridge deck, concrete patching and healer-sealer on sidewalks, concrete patching and silane treatment on concrete railings for the structure #1403, which carries Kendall Street over the Kalamazoo River, Section 1, T02S, R08W; and epoxy overlay removal, concrete patching and epoxy overlay on bridge deck, healer-sealer on sidewalks and bridge end joint resealing for the structure #1405, which carries McCamly Street over the Kalamazoo River, Section 12, T02S, R08W; City of Battle Creek, Calhoun County, Michigan; and all together with necessary related work.

WITNESSETH:

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

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

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

SECTION 144 OF TITLE 23 USC
(HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROGRAM)

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

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

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

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

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

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

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

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

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

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

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

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

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

5. The PROJECT COST shall be met in part by Federal Funds and by state Local Bridge Funds. Upon final settlement of costs, Federal Funds will be applied to the eligible items of PROJECT COST. The state Local Bridge Funds will be applied to the balance of the PROJECT COST, after deduction of Federal Funds, such that the Federal Funds and state Local Bridge Funds shall equal 95 percent of those PROJECT COSTS eligible for participation with such funds. The remaining 5 percent of the eligible items of PROJECT COST, as well as any ineligible items of PROJECT COST, shall be paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds or paid by state Local Bridge Funds will be the sole responsibility of the REQUESTING PARTY.

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

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

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

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

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

Build America, Buy America Requirements (2 CFR Part 184 and 2 CFR 200.322) and Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

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

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

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation

with EGLE, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

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

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, and any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

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

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

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

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

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

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

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

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

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

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

CITY OF BATTLE CREEK

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
for Department Director MDOT

09/06/90 SCBFED.FOR 3/10/26

EXHIBIT I

CONTROL SECTION	BHT 13000
JOB NUMBER	220625CON
PROJECT	26A0352
STRUCTURE	#1402; #1403; #1405

	TOTAL ESTIMATED COST	FEDERAL FUNDS (EST 80%)	STATE LOCAL BRIDGE FUNDS (EST 15%)	TOTAL FEDERAL & STATE AID	BALANCE REQ. PARTY'S SHARE
STRUCTURE AND APPROACHES					
Construction (Contracted)	$494,000	$395,200	$74,100	$469,300	$24,700

NO DEPOSIT REQUIRED

09/06/90 SCBFED.FOR 3/10/26

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

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

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

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

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

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

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

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

Resolution No: 357

City Commission Meeting 4/7/2026

357 - A Resolution seeking acceptance of a bid for 2026 Capital Preventative Maintenance Program project from Pavement Maintenance Systems, LLC in an estimated amount of $618,407.95, with unit prices prevailing.

Battle Creek City Commission

Action Summary

Staff Member: Chris Huff, Purchasing Agent
Department: Purchasing

Summary

RESOLUTION NO. 357

Resolved by the Commission of the City of Battle Creek:

That a bid for 2026 Capital Preventative Maintenance Program project is accepted from Pavement Maintenance Systems, LLC in an estimated amount of $618,407.95, with unit prices prevailing. The City Manager is authorized to execute Contract No. 2026-045B, which will be paid from:

LOCALST CAPITALPM CONTRACTS MOTORIZED 403.901.4031.801310 – Local Streets Capital Projects

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

Budgetary Considerations

History, Background and Discussion

The solicitation was issued February 12, 2026, for the above-mentioned project. This project consists of approximately 128,000 square yards of a single chip seal application and finishing application of fog seal with pavement markings to follow. Also included in this project is 26

lane miles of overband crack-fill on major and local streets located in the City of Battle Creek. More detail is given in the attached memo from Engineering.

As with all trades contracts over $50,000, this is a prevailing wage job and all the standard contract protections are in place.

Copies of the IFB were provided to all contractors and construction plan houses registered in our online vendor registration system that do large-scale pavement preservation: Highway Maintenance & Construction, Michigan Paving and Materials, Reith-Riley, and Pavement Maintenance Systems. Construction companies and the trades subscribe to plan houses to be aware of all jobs being bid around the region, which helps cast a wide net around the state. In addition, an advertisement was placed on the City's website and the Battle Creek Shopper.

Bid responses were due on March 12, 2026, and they were to be submitted to our online secure website, and read aloud via Zoom. We received a single bid from Pavement Maintenance Systems, LLC in the amount of $618,407.95.

Single Bid: Pavement Maintenance has won our bid every year since 2012, even on the odd years that we had a single other bidder for this specialized work. The size of this job is not large enough to warrant other companies coming into this area to perform this work. Pavement Maintenance Systems has the same contract for MDOT, Calhoun County, and some of the other neighboring counties; their mobilization charges are less for them because of that, which would give them a significant pricing advantage over other bidders. The bid also came in under the Engineer's estimate, and therefore we believe this bid to be a good and fair price and recommend acceptance.

The bid was reviewed by our Engineering Division. A recommendation was made to accept the bid from Pavement Maintenance Systems, who has been a contractor for the City in the past. I concur with the department's recommendation that contract award to this firm would be in the best interest of the City of Battle Creek.

Positions

Attachments

1. McCrumb Memo — McCrumb Memo.pdf

CITY OF BATTLE CREEK
DEPARTMENT OF PUBLIC WORKS

To: Christine Huff, Purchasing Agent

From: Tad McCrumb, Assistant City Engineer
CC: Stephen Skalski, DPW Director
Date: March 18th, 2026
Re: 2026 Capital Preventative Maintenance – Contract Number 2026-045B

Brief Summary: On March 12th, 2026 the Purchasing Division accepted for the 2026 Capital Preventative Maintenance project. The project includes improvements by way of chipseal, fog seal and overband crack fill to the following roads, Russel St, Allene Ave, Avery Ave, Everett Ave, Ritchie Ln, Ann Ave, West Manchester, Seedorf St, Buckeye St, Hanover St, Hazel St, Wilkes St, Cass St Kedzie Ct, Spring St, Mint St, W Fountain St, Plantain St, West Rittenhouse Ave, Elder St, Battle Creek Ave, Sumac St, Caroline St, Leland Dr, Brewer Dr, Martha Dr, East Stafford Ave, Arbor Pointe Dr, Sherbrooke St, Lennon St and Watkins Rd.

Pavement Maintenance Systems LLC was the low bidder.

The pricing came in at a marginal increase over last year's prices, and 5% less than the engineer's estimate. Pavement Maintenance Systems LLC has won the bid for this project since 2012, and has performed well on those projects. Therefore, the Department of Public Works recommends that a resolution be drafted which awards a contract for the 2026 Capital Preventative Maintenance contract to Pavement Maintenance Systems LLC.

Budgetary Considerations: This contract is in the amount of $618,407.95 which would be paid from the following Business Units:

LOCALST CAPITALPM CONTRACTS MOTORIZED 403.901.4031.801310 – Local Streets Service Contract

This work is part of our current Capital Improvement Plan and part of the Street Asset Management Plan. In addition to the agreed upon unit price prevailing contract price, a 10% contingency is recommended for approval to take into consideration unforeseen circumstances that may arise throughout construction.

Resolution No: 358

City Commission Meeting 4/7/2026

358 - A Resolution seeking acceptance of the lowest responsive, responsible bid for 2026 Rehabilitation Program project from Lakeland Asphalt Corporation in an estimated amount of $1,056,558.90, with unit prices prevailing.

Battle Creek City Commission

Action Summary

Staff Member: Chris Huff, Purchasing Agent
Department: Purchasing

Summary

RESOLUTION NO. 358

Resolved by the Commission of the City of Battle Creek:

That the lowest responsive, responsible bid for 2026 Rehabilitation Program project is accepted from Lakeland Asphalt Corporation in an estimated amount of $1,056,558.90, with unit prices prevailing. The City Manager is authorized to execute Contract No. 2026-046B, which will be paid from various business units including Major and Local Streets, the Airport and the Waste Water Treatment Plant.

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

Budgetary Considerations

History, Background and Discussion
The solicitation was issued February 26, 2026, for the above-mentioned project. This project consists of the milling and paving of approximately 74,000 SYDs of milling and paving of local streets, manhole adjustments as needed, 37 ADA sidewalk ramp upgrades, 1,000 SYDs of concrete pavement removal and replacement at the city's wastewater treatment plant, 5,000 SYDs of parking lot milling and paving with parking lot striping.

As with all trade contracts over $50,000, this is a prevailing wage job and all the standard contract protections are in place.

Copies of the IFB were provided to all contractors registered for this service in our vendor database and four construction plan houses. Construction companies and the trades subscribe to plan houses to be aware of all jobs being bid around the region. In addition, an advertisement was placed on the City's website and the Battle Creek Shopper. Bid responses were due on March 26, 2026, and were submitted via our secure online platform.

Bids were opened live via Zoom at the due date/time. The bids were as follows:

$1,056,558.90 Lakeland Asphalt
$1,257,550.00 Michigan Paving and Materials
$1,520,277.60 Rieth-Riley

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

Positions

Attachments

1. McCrumb memo Local Rehab #2026-046B Lakeland Asphalt — McCrumb memo Local Rehab #2026-046B Lakeland Asphalt.pdf

To: Christine Huff, Purchasing Agent

From: Tad McCrumb, Assistant City Engineer

CC: Stephen Skalski, DPW Director;

Date: March 31st, 2026

Re: 2026 Local Rehabilitation – Contract Number 2026-046B

Brief Summary: The project consists of improvements including milling and resurfacing, ADA ramp upgrades where decided upon by our Engineering Department, pavement markings, and manhole adjustments where needed on the following roads;

Local Street Mill and Resurface:

Street Name	Limits
Vanburen St.	Limit St. to Washington Ave.
Champion St.	Kendall St. to West St.
Calhoun St.	West St. to North Ave.
E Roosevelt Ave.	Capital Ave. NE to Wagner Dr.
Wagner Dr.	E Roosevelt Ave. to Emmett St.
S Minges Rd.	Lynwood Dr. to Knapp Dr.
Watkins Ln.	Entire Length
Foster Ave.	Lakeview Ave. to Columbia Ave.
Beckman Ave.	Lakeview Ave. to Columbia Ave.

The project also includes improvements to the access roads at the Battle Creek Executive Airport and Waste Water Treatment Plant.

Bids Received:

On March 26th, 2026 the Purchasing Division accepted bids from three companies, Michigan Paving and Materials Company, Reith-Riley and Lakeland Asphalt Corp. for the 2026 Local Rehabilitation project with Lakeland Asphalt Corp. the low bidder.

Recommendation:

Lakeland Asphalt has completed many projects in the past for the City of Battle Creek on both the local and state project level. Therefore, the Department of Public Works recommends that a resolution be drafted which awards a contract for the 2026 Local

Rehabilitation Project contract to Lakeland Asphalt Corp. for the amount of $1,056,558.90

Budgetary Considerations: This contract is in the amount of $1,056,558.90, which would be paid from the following Business Units:

Name	Project	Seg 2	Seg3	Seg4	GL	Amount
LOCAL	LOCAL ST	ST REHAB	CONTRACTS	MOTORIZED	403.901.4031.801310	$99,159.75
	LOCAL ST	ST REHAB	CONTRACTS	NON-MOTORIZ	403.901.4031.801310	$0
MAJOR	MAJOR ST	ST REHAB	CONTRACTS	MOTORIZED	402.901.4021.801310	$628,881.35
	MAJOR ST	ST REHAB	CONTRACTS	NONMOTORIZ	402.901.4021.801310	$186,637.60
Airport	BTL26	PER ROAD			581.901.5384.971020	$48,209.60
WWTP	CAP ASSETS	WWTP	LAND IMPR		590.901.5820.971020	$93,670.60
					TOTAL	**$1,056,558.90**

This work is part of our current Capital Improvement Plan and part of the Street Asset Management Plan. In addition to the agreed upon unit price prevailing contract price, a 10% contingency is recommended for approval to take into consideration unforeseen circumstances that may arise throughout construction.

If you have any questions, please contact either Stephen Skalski or myself at your convenience.

Resolution No: 359

City Commission Meeting 4/7/2026

359 - A Resolution seeking acceptance of the lowest responsive, responsible bid for BTL Reconstruct Taxiway A project from Hoffman Bros. Inc., in an estimated amount of $9,971,470.00, with unit prices prevailing.

Battle Creek City Commission

Action Summary

Staff Member: Chris Huff, Purchasing Agent
Department: Purchasing

Summary

RESOLUTION NO. 359

Resolved by the Commission of the City of Battle Creek:

That the lowest responsive, responsible bid for BTL Reconstruct Taxiway A project is accepted from Hoffman Bros. Inc., in an estimated amount of $9,971,470.00, with unit prices prevailing. The City Manager is authorized to execute Contract No. 2026-049B, which will be paid from account 581.901.8870.971020.

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

Budgetary Considerations
The State of Michigan selected the airport as the sole recipient of a $7 million state apportionment grant for this project. The City is responsible for a 5% local match in accordance with grant requirements.

History, Background and Discussion
The solicitation was issued February 18, 2026, for the above-mentioned project. This project consists of full-depth reconstruction of Taxiway [A], including removal and replacement of pavement, storm drainage upgrades, underdrain improvements, electrical and airfield lighting work, pavement markings, erosion control, and associated site work.

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

An advertised pre-bid conference was held on site at the Airport on March 4, 2026, during which the engineer (C&S Engineering) discussed the project and contractors could ask questions and see the site. Answers were provided with an addendum to the IFB.

Bid responses were due on March 18, 2026, and they were submitted to our online secure website, and read aloud via Zoom. Those bids were as follows:

$9,971,470.00 Hoffman Brothers
$10,508,780.00 M&M Excavating

The bids came in over budget, as we'd expect given recent global events. The IFB, being a unit price contract, does allow the City to reduce the estimated quantities (i.e., total work) by 25 percent, if necessary.

The bids were reviewed by C&S Engineering, our consultant engineer for the Airport, and Phil Kroll, Airport Director. A recommendation was made to accept the lowest, responsive, responsible bid from the above-mentioned company. I concur with the department's recommendation that contract award to this firm would be in the best interest of the City of Battle Creek.

Positions

Attachments

1. Kroll memo — Kroll memo.pdf

To: Chris Huff, Purchasing Department
From: Phil Kroll, Aviation Director
Date: 3/30/2026
RE: Taxiway A Reconstruction Contract Justification

This memorandum provides justification for the contract associated with the reconstruction of Taxiway A.

The project includes the full reconstruction of Taxiway A, the airport's primary taxiway serving BTL's 10,004-foot runway. The work will be completed in accordance with current FAA design standards, improving pavement condition, safety, and operational capability.

Taxiway A is a critical airfield asset and the primary access route to the airport's main runway. The pavement has not been repaved since 1992 and has reached the end of its useful life. The approach end is being redesigned to meet modern FAA design standards and provide safe and efficient operations.

Beyond maintaining existing infrastructure, this project enables the airport to more fully utilize its 10,004-foot runway. While the airport primarily serves corporate aviation, reconstructing Taxiway A supports operations by larger aircraft. This improves operational flexibility and enhances the airport's ability to accommodate a broader range of aircraft.

The State of Michigan selected the airport as the sole recipient of a $7 million state apportionment grant for this project.

The City is responsible for a 5% local match in accordance with grant requirements.

Project costs will be charged to GL: 581.901.8870.971020

Resolution No: 360
City Commission Meeting
4/7/2026

360 - A Resolution seeking authorization for the City Manager to temporarily suspend a Park Rule prohibiting fishing to allow for two children's fishing activities: a pre-event on June 13, 2026, and the “5th Annual Johnny 'Jake' Collier - Teach a Kid to Fish Event" on August 9, 2026, to take place at the specified Goguac Lake location.

Battle Creek City Commission

Action Summary

Staff Member: Ted Dearing, Assistant City Manager
Department: City Manager's Office

Summary

RESOLUTION NO. 360

Resolved by the Commission of the City of Battle Creek:

That Section 5(a) of Battle Creek Ordinances Chapter 1060, Parks and Public Grounds, permits the City Manager to make such rules and regulations, subject to approval by the City Commission, pertaining to conduct in and the use of parks and public grounds as are necessary to administer the same and to protect public property and the safety, health, morals and welfare of the public.

Willard Beach is part of the City's park system and there is currently a rule posted at the planned site of the "5th Annual Johnny 'Jake' Collier – Teach a Kid to Fish Event," as well as a connected "pre-event" in June, focusing on fathering without fear or violence, facilitated by Marcelle Heath of Early Childhood Connections; that prohibits fishing. Various state statutes permit a city to establish programs for public recreation and expending funds to operate them where necessary and facilitating the two events would further the goal of providing for public recreation.

Wherefore, the City Manager is authorized to suspend the rule prohibiting fishing at the following city-owned described area of Willard Beach from 9:00 a.m. until 12:00 p.m. on Saturday, June 13, 2026, for the Early Childhood Connections fishing event and from 9:00 a.m. until 12:00 noon on Sunday, August 9, 2026 for the purpose of facilitating the "5th Annual Johnny 'Jake' Collier - Teach a Kid to Fish Event".

At the intersection of George B Place and Shadywood Lane in Battle Creek. The property to be used includes a portion of parcel 1190-02-914-0 commonly referred to as Willard Beach Park, approximately 450 feet northeast of the vehicle gates and the adjacent city parcel 1190-02-914-0 located between parcel 1190-02-914-0 and Goguac Lake. The property is vacant greenspace bounded by the Lake to the north, George B Place to the south, Breeze Bluff to the west and residential on George B Place to the east.

Budgetary Considerations

The city's Small Business Development Team will be supporting the Teach a Kid to Fish event again this year, as well as the June 13 pre-event in collaboration with Marcelle Heath of Early Childhood Connections. Funds for the marketing and promotion of the event are included in the Small Business Development budget.

History, Background and Discussion

Johnny "Jake" Collier passed away at home on February 17th, 2022. The family indicates Jake was a loving, kind man who was cherished by all who knew him. Jake Collier's daughter asked him how she could honor him, and he said, "Teach some kids how to fish."

Jake was a lifelong fisherman. One of his wishes was to share his love of fishing with the youth of Battle Creek. Four years ago, the Jake Collier family reached out to the city seeking permission to teach 50 Kids how to fish at this City owned site on Goguac Lake on August 14, 2022. The initial event was a huge success serving dozens of kids.

The SBD Team will work again this year with the Collier Family and Smitty's Sport Shop to hold the "Jake" Collier - Teach a Kid to Fish" event as well as the "pre-event" in June, focusing on fathering without fear or violence, facilitated by Marcelle Heath of Early Childhood Connections. The designated area at Willard Beach identified in the resolution, is a safe and accessible location for event participants.

The family and the SBD Team will put out a call to action for the community to sponsor kids through donations to the fund that is held at BCCF. This will assist in fundraising efforts to help ensure the event can be held again next year.

Positions

The Small Business Development Director, John Hart, supports this Resolution.

Attachments

Resolution No: 361

City Commission Meeting 4/7/2026

361 - A Resolution recognizing the Lakeview Band and Orchestra Boosters, Inc. as a non-profit service organization operating in the City of Battle Creek for the purpose of obtaining a Charitable Gaming License from the State of Michigan Lottery Bureau's Charitable Gaming Division.

Battle Creek City Commission

Action Summary

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

Summary

RESOLUTION NO. 361

Resolved by the City Commission of Battle Creek:

That the Michigan Lottery Bureau's Charitable Gaming Division requires a resolution from the local governing body, in this case, the Battle Creek City Commission, recognizing the Lakeview Band and Orchestra Boosters, Inc. as a non-profit service organization operating in the community for the purpose of obtaining charitable gaming licenses.

BE IT RESOLVED by the Battle Creek City Commission that:

1. The Lakeview Band and Orchestra Boosters, Inc., located at 15060 Helmer Road S., Battle Creek, MI 49015, is hereby recognized as a qualified non-profit service organization operating in the Battle Creek community; and

2. The Battle Creek City Commission supports the application of the Lakeview Band and Orchestra Boosters, Inc. for a Charitable Gaming License from the State of Michigan Lottery Bureau's Charitable Gaming Division; and

3. The City Clerk is authorized to provide a certified copy of this Resolution to Lakeview Band and Orchestra Boosters, Inc. for submission to the State of Michigan Lottery Bureau's Charitable Gaming Division.

Budgetary Considerations

None

History, Background and Discussion

The Lakeview Band and Orchestra Boosters, Inc. is applying for a Charitable Gaming License from the State of Michigan Lottery Bureau's Charitable Gaming Division. The Lakeview Band and Orchestra Boosters, Inc. plans to hold raffle events in 2026. The Charitable Gaming License allows organizations to conduct raffles.

The Lakeview Band and Orchestra Boosters, Inc. is a non-profit service organization dedicated to promoting and stimulating student, parental, and community interest in the instrumental music programs as formulated by the Lakeview School System. The Lakeview Band and Orchestra Boosters, Inc. also provides financial assistance to the instrumental music programs, to purchase instruments and equipment, to provide uniforms, awards and other projects as determined and requested by the instrumental music directors, and approved by the membership.

Positions

Attachments

1.	Report to LARA	Report to LARA.pdf
2.	LBOB Bylaws approved 02-04-2026	LBOB Bylaws approved 02-04-2026.pdf
3.	EIN and LARA Application	EIN and LARA Application.pdf
4.	State Resolution and Guidelines	State Resolution and Guidelines.pdf

27789955

LARA
LICENSING AND REGULATORY AFFAIRS

STATE OF MICHIGAN
CSCL/CD- 2000 - DOMESTIC NONPROFIT & ECCLESIASTICAL CORPORATION ANNUAL REPORT

Corporations Division Administrator

FILED

Doc #: 27789955
Filed Date: 1/2/2026

C0626-5197 01/02/2026 Received by Michigan Corporations Division

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS NONPROFIT CORPORATION ANNUAL REPORT

Required by Section 911, Act 162, Public Act of 1982:

Corporation Information

The present name of the corporation is:	LAKEVIEW BAND AND ORCHESTRA BOOSTERS, INC.
The identification number assigned by the Bureau is:	802213251
Filing Year	2025

☐ On behalf of the corporation, I certify that no changes have occurred in required information since the previously filed report.

The name of the resident agent at the registered office is:
RYAN MILLER

Address
15060 HELMER RD S, BATTLE CREEK, MI 49015

Mailing Address
15060 HELMER RD S, BATTLE CREEK, MI 49015

Purpose

The purposes and general nature and kind of business in which the corporation engaged during the year covered by this report:

Parent booster club for fundraising for high school music programs

Officers and Directors

Current officers and directors are listed below:

Title	Full Name	Address
President	JULIE GREENE	15060 HELMER RD S BATTLE CREEK, MI 49015
Secretary	COURTNEY STARRING	15060 HELMER RD S BATTLE CREEK, MI 49015
Treasurer	PAULA ROYER	15060 HELMER RD S BATTLE CREEK, MI 49015
Director	ADAM NOAEILL	15060 HELMER RD S BATTLE CREEK, MI 49015
Director	RYAN MILLER	15060 HELMER RD S BATTLE CREEK, MI 49015
Director	KYLA KRONTZ	15060 HELMER RD S BATTLE CREEK, MI 49015

Attestations

☒ I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I enter it into the system.

☒ I have been authorized by the business entity to file this document online.

☒ I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Signature(s)

Self	*Paula Royer*	*01/02/2026*
Signer's Capacity	Sign Here	Date

C0626-5198 01/02/2026 Received by Michigan Corporations Division

Lakeview Band and Orchestra Boosters Bylaws

Article I – Name

This organization shall be known as the LAKEVIEW BAND AND ORCHESTRA BOOSTERS.

Article II – Objectives

The objectives of this organization shall be:

Section 1. To promote and stimulate student, parental, and community interest in the instrumental music programs as formulated by the Lakeview School System.

Section 2. To provide financial assistance to the instrumental music programs, beyond the support possible from regular school funds. This shall be accomplished through the means of fundraising activities to raise funds as may be required to purchase instruments and equipment, to provide uniforms, awards, and other projects as determined and requested by the instrumental music directors, and approved by the membership.

Section 3. To aid and assist in the activities of the instrumental music department.

Article III – Membership and Voting Rights

Section 1. The members of this organization shall be the parent or guardian of all instrumental music students in the Lakeview (Battle Creek) School System and any other adult interested and actively participating in the objectives as stated in Article II above.

Section 2. Voting rights shall be established after attending one (1) regular meeting.

Article IV – Officers and Executive Board

Section 1. From the membership, there shall be elected annually the following officers:

A. President
    1. Shall preside at all regular meetings.
    2. Shall recruit all volunteer coordinators, and Election Nominating committee, and may make additional volunteer assignments as necessary.
    3. Shall be responsible for seeing that all volunteers and meetings function according to this constitution.
B. Vice-President – Shall preside at regular meetings in the absence of the President. In the absence of the Treasurer, the Vice President is authorized to receive monies to be presented to the Treasurer.
C. Secretary
    1. Shall take minutes at monthly/special meetings, send a draft copy of the minutes to the Executive Board for approval before a finalized/hard copy of the minutes are distributed at the membership meeting and keeps hard copies of monthly meeting reports and/or materials. Electronic copies of minutes shall be kept in LBOB google drive or other shared document service.
    2. Shall communicate current information to membership standard protocols - including, but not limited to email, band app posts, and school newsletters.
    3. Provide printed copies of the April meeting minutes within one week after the meeting, which includes Executive Board election results.
D. Treasurer
    1. Shall maintain financial records and transactions, to be reconciled monthly, and present a report at each monthly meeting.
    2. Shall attend all monthly meetings
    3. Shall maintain all W9s and file all 1099s in January each year
    4. Shall coordinate expenditure requests as required for payment of invoices.
    5. Shall perform an annual audit.
    6. Shall file annual 990 form with IRS.
    7. Maintain insurance coverage of trailers and all event-related equipment.

Section 2. The above officers shall constitute an Executive Board, empowered to transact business in the event of an emergency of this organization with agreement by three (3) or more Board members. The instrumental music directors will act as advisory members to the Executive board.

Article V - Meetings

Section 1. Regular meetings will be held monthly. Dates will be determined by the current Executive Board and Director(s).

Section 2. The regular meeting will be held in one of the Lakeview High School music rooms, if available. The day, time, and location will be determined by the current Executive Board and Director(s).

Section 3. Meetings shall be conducted according to Robert's Rules of Order except as

amended by this constitution.

Article VI – Elections and Voting Procedures

Section 1. An Election Nominating Committee will consist of up to three (3) current members with one person acting as Chairperson as agreed upon by committee members. The Election Nominating Committee will be appointed by the President and accepted by said appointees prior to the end of the February meeting.

1. Only one member of an immediate family may hold a position on the Executive Board.
2. Executive Board members shall have an active student in the instrumental music programs.
3. All positions shall hold a one (1) year term beginning June 1 and ending May 31 the following year.

Section 2. The Nominating Committee shall request nominations during the March regular meeting and verify acceptance of the nominees prior to the beginning of the April meeting. An individual may accept nomination to multiple positions but can only be declared elected to one position.

Section 3. The Nominating Committee shall create ballots for each Executive Board position, to be available for the April meeting. Nominees will be listed alphabetically for each office position. Voting shall be conducted by paper ballot and as specified in Section 4. If there is only one nominee for any position, the election for that position may be made by voice vote.

Section 4. The Nominating Committee shall conduct the election process at the April meeting.

1. The individual receiving the majority of the votes will be declared elected.
2. If no individuals are nominated for multiple positions, one ballot may be used for all positions.
3. If an individual is nominated for multiple positions, separate ballots shall be prepared for each position. Voting shall be held for each position separately. Once a person has been elected to a position, that name shall be unavailable for any other position.

Section 5. Voting shall be by individuals and no person may cast more than one (1) vote. Proxies will not be recognized.

Section 6. In the event any officer's position of this organization becomes vacant, the remaining Executive Board shall appoint a candidate to serve the remainder of the term.

Section 7. Removal of Officers by Executive Committee: Any officer elected by the members or appointed by the Executive Committee may be removed by a majority

vote of the remaining members of the Executive Committee whenever, in its judgment, the best interests of the Association will be served thereby.

Article VII – Records and Finance

Section 1. All officers' books and accounts shall be provided to the incoming officers at the completion of the May meeting.

Section 2. The Treasurer shall maintain and provide detailed financial transactions and statements. The Treasurer will retain copies, either electronic or hard, of all deposits and expenditure requests.

Section 3. The Fiscal year is June 1 - May 31.

Section 4. The Executive Board is responsible for providing a proposed budget at the April meeting. If the budget is not approved, the budget from the previous year remains in place until the next meeting is held and the budget is approved. The budget must be approved by the June meeting or no expenditures shall be made until the budget is ratified by the board. Any expenditure over $250 after exceeding the budget requires prior approval by simple majority of the board. Stocking purchases for concessions are excluded.

Section 5. Persons authorized to sign expenditure requests and checks from the general fund shall be the Treasurer and President.

Section 6. Two non-related band and orchestra booster members shall count the money from each fundraising or concessions event. All fundraising and concessions money shall be deposited within 5 business days after the event if at all possible.

Section 7. The Band and Orchestra Boosters organization's bonding and insurance shall be reviewed and renewed annually.

Section 8. Only the Treasurer or the LBOB President has the authority to open or close LBOB accounts, and then only with the approval of the Executive Board.

Section 9. LBOB is a 501(c)(3) non-profit organization that will maintain a central bank account for all tax-emempt funds. No individual student accounts are allowed per the IRS regulations for non-profit organizations. All monies raised through the fundraising efforts of LBOB will be allocated to the group as a whole.

Article VIII – Conflict of Interest

Section 1. Whenever an officer has a financial or personal interest in any matter coming before the Executive Committee, the affected person shall fully disclose the nature of the interest and withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested Executive Committee members determine that it is in

the best interest of the Association to do so. The minutes of meetings at which such votes are taken shall record such disclosures, abstentions, and rationale for approval.

Article IX – Amendments to the Constitution

Section 1. Proposals or suggestions for amendments to the Constitution may be presented at a regular meeting.

Section 2. A final written amendment proposal must be made available to the entire membership stating when a vote will occur on this amendment.

Section 3. Amendments shall be adopted upon a majority vote of those present at the notified date.

Article X – Organization Contingency

Section 1. Lakeview Band and Orchestra Boosters is not organized and shall not be operated for the private gain of any person. The property of the corporation is irrevocably dedicated to its educational and charitable purposes. No part of the assets, receipts, or net earnings of the corporation shall inure to the benefit of, or be distributed to any individual. The corporation may, however, pay reasonable compensation for services rendered, and make other payments and distributions consistent with these Articles.

Section 2. Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by any organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Article XI – Organization Dissolution Contingency

Section 1. In the event the Lakeview Band and Orchestra Boosters organization is dissolved, all monies, equipment, materials, and supplies left after outstanding debts are paid will revert to the Lakeview School District (Battle Creek, Michigan).

Approved by:
Julie Greene, President
Paula Royer, Treasurer
Courtney Starring, Secretary
Adam Noaeill, band director
Paul Le, orchestra director
Kyla Krontz, Vice-President (absent)

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-16-2018

Employer Identification Number:
82-5203381

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

LAKEVIEW BAND AND ORCHESTRA
BOOSTERS
% REBECCA SENN
15060 HELMER RD S
BATTLE CREEK, MI 49015

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-5203381. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

MICHIGAN LOTTERY

License Number X14409

Organization ID 143084

STATE OF MICHIGAN

BUREAU OF STATE LOTTERY

CHARITABLE GAMING DIVISION

SMALL RAFFLE LICENSE

total prizes awarded not to exceed $500

is hereby issued to

LAKEVIEW BAND AND ORCHESTRA BOOSTERS

to conduct a raffle at

BATTLE CREEK LAKEVIEW HIGH SCH
15060 HELMER RD S
BATTLE CREEK, MI 49015

in accordance with Act 382 of the Public Acts of 1972, as amended, charitable gaming rules, terms of probation, directives of the bureau, public policy of the State of Michigan, and any other local, state, and federal laws and regulations.

Authorized Date(s) and Time(s)
12/13/25 09:00 AM - 04:00 PM

Suzanna Shkreli, Commissioner

This license is the property of the State of Michigan and must be prominently displayed at the location where the raffle is conducted and is valid only on the date)s) and time(s) authorized.

www.michigan.gov/cg

BSL-CG-1692 (R03/24)

STATE OF MICHIGAN
BUREAU OF STATE LOTTERY
LANSING

JENNIFER M. GRANHOLM
GOVERNOR

GARY C. PETERS
COMMISSIONER

LOCAL CIVIC ORGANIZATION QUALIFICATION INFORMATION

Please allow at least 4 weeks for the qualification process.

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted prior to being approved to conduct a bingo, millionaire party, raffle, charity game, or numeral game.

1. A signed and dated copy of the organization's current bylaws or constitution.

2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.

3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c)3

   OR

   copies of one bank statement per year for the previous five years, excluding the current year.

4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert:

   A. If exempt under 501(c)3, to another 501(c)3 organization.

   B. If not exempt under 501(c)3, to the local government.

5. A receipt and expenditure statement for the last two years. If expenditures were made to individuals, explain the nature of these expenditures.

6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (sample format attached).

7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

Act 382 of the Public Acts of 1972, as amended, defines a local civic organization as an organization "not for pecuniary profit and not affiliated with a state or national organization, which is recognized by resolution adopted by the city in which the organization conducts its principal activities, whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization whose entire assets are pledged to charitable purposes, and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property shall revert to the benefit of the city government upon dissolution of the organization."

Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(9))

At a Regular (REGULAR OR SPECIAL) meeting of the Battle Creek City Commission (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD)

called to order by Mayor Mark Behnke on April 7, 2026 (DATE)

at 7:00 (TIME) ~~a.m.~~/p.m. the following resolution was offered:

Moved by Comm. and supported by Comm.

that the request from Lakeview Band and Orchestra Boosters, Inc. (NAME OF ORGANIZATION) of Battle Creek (CITY),

county of Calhoun (COUNTY NAME), asking that they be recognized as a

nonprofit organization operating in the community for the purpose of obtaining a charitable

gaming license, be considered for Approval (APPROVAL/DISAPPROVAL).

APPROVAL		DISAPPROVAL	
Yeas:		Yeas:	
Nays:		Nays:	
Absent:		Absent:	

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Battle Creek City Commission (TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD) at a Regular (REGULAR OR SPECIAL)

meeting held on April 7, 2026 (DATE).

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Victoria L. Houser, City Clerk
PRINTED NAME AND TITLE

10 N. Division Street, Room 111, Battle Creek, MI 49014
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R7/02)

Resolution No: 362

City Commission Meeting 4/7/2026

362 - A Resolution seeking approval for amendments to the "2025-2026 Fee, Bond and Insurance Schedule" for the City of Battle Creek to include the Interactive Voice Response (IVR) - Credit/Debit Card Fee.

Battle Creek City Commission

Action Summary

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

Summary

RESOLUTION NO. 362

Resolved by the Commission of the City of Battle Creek:

That Section 802.24 of the Codified Ordinances of the City of Battle Creek provides the City Commission shall, from time to time, by resolution, enact a schedule of fees required to be paid, bonds required to be posted, and insurance required to be carried. The fee, bond, and/or insurance is required to obtain a license to engage in the operation, conduct, or carrying on of any trade, profession, business, or privilege for which a license or permit is required by the Codified Ordinances.

Budgetary Considerations
Section 802.24 of the Codified Ordinances states the City Commission shall enact a schedule of fees required to be paid, bonds required to be posted, and insurance required to be carried, in order to obtain a license or permit from the City. A license or permit must be obtained to engage in the operation, conduct, or carrying on of any trade, profession, business, or privilege. Additionally, the Schedule provides the fee structure for all services provided by the City, not just those related to the issuance of licenses or permits. This comprehensive listing is an excellent resource and provides invaluable information for Commissioners, staff, citizens, and businesses.

History, Background and Discussion
City staff are looking to add Interactive Voice Response (IVR) as a credit/debit card payment

option for residents. This would allow residents to call an automated number and make a utility payment over the phone without having to provide payment information over the phone to City staff. The Fee, Bond, and Insurance Schedule needs to be updated to account for the service fee charged by the payment processor of 3.95% as well as a $0.50 fee per transaction.

Positions

Attachments

1.	4.7.26 IVR fee	4.7.26 IVR fee.pdf
2.	4.7.26 Final Fee, Bond and Insurance Schedule	4.7.26 Final Fee, Bond and Insurance Schedule.pdf

TREASURER
Business Unit 2540

The Treasurer's Office is responsible for the receipting of all funds due the City. The Treasurer also prepares and collects property tax bills, special assessment bills and collects utility bills, dog licenses, parking violations, delinquent personal property tax, City Income Tax and miscellaneous invoices.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Dog/Cat Licenses			
a Non-neutered	$20.00	101.430.0000.479060.	
b Neutered - One year license	$5.00	101.430.0000.479060.	
c Neutered - Three year license	$12.00	101.430.0000.479060.	
Service animal	Free		Signed affidavit by owner
d Replacement fee	$5.00	101.430.0000.479060.	
Kennel Licenses			
a Less than 11 dogs and/or cats	$10.00	101.430.0000.479060.	
b Eleven or more dogs and/or cats	$25.00	101.430.0000.479060.	
c Late charge	Double original fee	101.430.0000.479060.	
Kennel Inspection Fee			
a 3-10 Dogs and/or Cats	$40.00	101.430.0000.629150.	
b 11-30 Dogs and/or Cats	$65.00	101.430.0000.629150.	
c 31+ Dogs and/or Cats	$105.00	101.430.0000.629150.	
Return Check or Bank Draft and Credit Card Chargeback/Return Fee	$35.00	101.253.0000.681040.	
Late fee on City miscellaneous invoices	1.50%/month/ maximum	(Invoicing dept. #) 664.090	
Credit/Debit Card Service Fee	3.95%	Minimum $2.50	
Electronic Check Fee	$1.95		
IVR – Credit/Debit Card Fee	3.95% +	$.50 per transaction	

City of Battle Creek

January 1, 2026

Fee, Bond & Insurance Schedule

Revised: April 7, 2026

ASSESSOR
Business Unit 2270

The Assessing Department is required by State law to assess properties at 50% of their market value. The Assessor conducts physical inspections of residential properties, updates old records to calculate new assessed values, updates commercial and industrial appraisal records, and conducts a Personal Property Audit Program.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Copies	$ 1.00 first page	101.257.0000.681040.	No charge for property owner: .50 each additional page
a. Deeds	$ .50 each additional page		$ 0.50 each additional page
b. Affidavits	$ 1.00 first page		$ 0.50 each additional page
c. Certificates	$ 1.00 first page		$ 0.50 each additional page
d. Applications	$ 1.00 first page		$ 0.50 each additional page
e. Building file records	$ 1.00 first page		$ 0.50 each additional page
f. Tax bill copies	$ 1.00 first page		$ 0.50 each additional page
g. Tax receipts	$ 1.00 first page		$ 0.50 each additional page
h. Legal Descriptions	$ 1.00 first page		$ 0.50 each additional page
Faxes/Mail Requests	$ 3.00 first two pages	101.257.0000.681040.	No charge for property owner
a. Additional pages	$ 1.00		
All Property Record Cards	$ 1.00	101.257.0000.681040.	No charge for property owner
a. Additional pages over 1	$ 0.50		
b. Extra buildings	$ 0.50		
c. Sketch	$ 0.50		
d. Photo image	$ 0.50		
Internet Users	$ Free		(Property Record Data)

ASSESSOR
Business Unit 2270 (continued)

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Special Reports	$ 0.20 (printing)	101.257.0000.681040.	
Including:			
a. Assessment Rolls	$ Employee Wage + benefits		
b. Sale Books			
c. Property Lists			
d. Value & tax lists			
Electronic Reports			
Electronic version of database, partial or complete	$ 1,000.00	101.257.0000.681040.	
All Land Splits and/or Combinations:			
Application for land split, with all parcels fronting on a public road		101.257.0000.681040.	
First two tax parcels	$ 100.00		
Each additional tax parcel	$ 25.00		
Application for land split, where one or more tax parcels would not front on a public road		101.257.0000.681040.	
First two tax parcels	$ 150.00		
Each additional tax parcel	$ 50.00		
Application for combinations		101.257.0000.681040.	
Combination of two tax parcels	$ 100.00		
Each additional tax parcel	$ 10.00		

No additional charge for combining tax parcels with no public road frontage

Note: No charge to other government units for record requests less than $25.00. Reserve the right to charge government units for requests of $25.00 or more. No charge to government units for land division splits.

BATTLE CREEK TRANSIT
Business Unit 1588

The Transit System provides public transportation throughout the Battle Creek area. Regular route buses operate from 5:15 a.m. to 6:45 p.m., Monday through Friday, and 9:15 a.m. to 5:00 p.m., on Saturday. Tele-Transit service is available from 5:15 a.m. to 11:45 p.m., Monday through Friday, and 9:15 a.m. to 5:15 p.m., on Saturday.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Bus Fares		588.596.0000.618010	Transfers are free
a. Adults and children taller than the fare box	$ 1.75		
b. Seniors and handicapped	$ 0.85		
c. Children shorter than the fare box	Free		
Passes		588.596.0000.618030	
a. 12 Ride Punch	$ 15.00		
(Seniors/Disabled)	$ 8.00		
b. 48 Ride Punch	$ 56.00		
(Seniors/Disabled)	$ 34.00		
c. Student	$ 45.00		
d. 10 Rides - Tele-transit	$ 50.00		
(Seniors/Disabled)	$ 30.00		
e. 20 Rides - Tele-transit	$ 100.00		
(Seniors/Disabled)	$ 60.00		
Tele-Transit		588.596.0000.618010	
a. Senior and disabled	$ 3.00		
b. General public	$ 5.00		Weekdays after 6:45 P.M.
c. General public	$ 7.00		Weekdays before 6:45 P.M.
Reduced Fare Program	$ 2.00	588.596.0000.618010	Identification card for seniors and disabled individuals

BATTLE CREEK TRANSIT
Business Unit 1588 (cont.)

BCGo is a State funded countywide mobility pilot. All BCGo expenses are currently funded through the Michigan Department of Transportation.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
BCGo Fares		588.596.6323.618010	Weekdays 6:00am – 9:00pm
a. <6 miles	$ 3.00		
b. 6-10 miles	$ 5.00		
c. 11-15 miles	$ 7.00		
d. 16-20 miles	$ 10.00		
e. >20 miles	$ 15.00		
f. Additional passenger(s)	$ 3.00		
ITC Long Term Parking		597.596.2650.620090.	
a. First 15 minutes	Free		
b. 16 minutes to 2 hours	$ 2.00		
c. 121 minutes to 3 hours	$ 4.00		
d. 181 minutes to 4 hours	$ 6.00		
e. 241 minutes to full day	$ 8.00		
f. Maximum (Weekly/7 days)	$ 50.00		
g. Lost Ticket fee/30 days	$ 150.00		

CITY ATTORNEY'S OFFICE
Business Unit

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Freedom of Information		101.266.0000.646010.	
a. Attorney Labor	Employee Wage + benefits		Lowest paid Attorney Staff capable of fulfilling the request, hourly
b. Copy Rate	$0.10/page		
c. Mailing	Actual Costs		
d. Digital Media	$ 3.00/thumb drive, minimum		Cost is dependent on size of media

CITY CLERK
Business Unit 2110

The City Clerk is responsible for providing specialized clerical and administrative services to the Mayor and the City Commission; provides for the issuance of licenses as outlined in City Ordinance; acts as the Freedom of Information coordinator; manages City cemeteries; maintains all public records of the City; provides the coordination, direction, and conduct of all the elections within the City; acts as ex-officio member of the Civil Service Commission; maintains firefighter personnel files, and conducts testing activities and preparation of Eligibility Lists for positions within the Fire Department as directed by the Civil Service Commission.

Description	*Current Charges*	*Account Credited*	*Additional Requirements/Insurance*
Ambulance	*$ 25.00*	*101.215.0000.478040.*	
Amusement Device	*$ 25.00/device*	*101.215.0000.478060.*	
Auctioneers		*101.215.0000.478030.*	*License and Permit Bond - $2,000*
a. One Day License	*$ 15.00*		
b. One Year License	*$ 50.00*		
Bowling Alleys		*101.215.0000.478080.*	
a. Annual Fee	*$ 25.00*		
b. Per Alley	*$ 15.00*		
Burning Permits		*101.215.0000.478070.*	
a. Bonfire	*$ 25.00*		
Carnivals & Shows		*101.215.0000.478080.*	*$1,000,000 CSL Comprehensive General Liability*
a. First Day	*$ 50.00*		
b. Each Additional Day	*$ 25.00*		
Circuses	*$ 150.00/day*	*101.215.0000.478080.*	*$1,000,000 CSL Comprehensive General Liability*
City Charter	*$ 15.00*	*101.215.0000.681040.*	*Available on City Website*
Codified Ordinance Book	*$ 160.00*	*101.215.0000.681040.*	*Available on City Website*
a. Replacement Pages	*$ 30.00*		
Commercial Redevelopment		*101.215.0000.478020.*	
a. Exemption Certificate application	*$ 150.00*		
b. Request for District	*$ 200.00*		
Copying Charges	*$ 0.15/single page*	*101.215.0000.681040.*	

CITY CLERK

Business Unit 2110 (continued)

Description	*Current Charges*	*Account Credited*	*Additional Requirements/Insurance*
Cemeteries		*101.215.0000.478090.*	
Grave Opening & Closing Rates		***May 2nd – October 31st***	***November 1st – May 1st***
Full Burial - Adult (61" - 96" vault)		*$650.00*	*$900.00*
Oversize Burial (oversize vault)		*$750.00*	*$1,000.00*
Full Burial - Child		*$450.00*	*$700.00*
Infant Burial - Stillborn (up to 36" vault)		*$300.00*	*$550.00*
Cremated remains		*$250.00*	*$500.00*
Saturdays or Sundays		*$300.00 additional*	*$300.00 additional*
Late/Short Notice Fee (less than 36 hours prior to funeral start time)		*$500.00 additional*	*$500.00 additional*
Holidays		*$400.00 additional*	*$400.00 additional*
Dis-interments (all vault sizes)		*$750.00*	*$1,000.00*
Dis-interments (cremation)		*$325.00*	*$575.00*
Overtime Rate		*$350.00*	*$350.00*

No service may be scheduled to start offsite after 2PM, or arrive at the cemetery after 3PM: In the event that the procession arrives after 3PM, overtime charge will apply. Holidays: New Year's Day, MLK Jr. Day, President's Day, Good Friday, Easter*, Mother's Day, Memorial Day*, Father's Day, Juneteenth, July 4th**, Labor Day*, Veteran's Day, Thanksgiving Day and day after, Christmas Eve, Christmas Day, New Year's Eve.*
**Includes the entire weekend: **If July 4th occurs on a Tuesday, July 3rd is included: If July 4th occurs on a Thursday, July 5th is included.*

Burial Lots		*101.17.2110.451.120*	
Per Section #	*$ 500.00*		
Transfer of title	*$ 25.00*		
Foundations	*$ 0.45/sq. inch*		*To include a 3" border*
	Installed twice per season: Spring (prior to Memorial Day) or Fall (prior to November 30th)		
Drop Box Permits	*$60.00/box*	*101.215.0000.478080.*	*Clerk*
		101.701.0000.491020.	*Planning*
Elections		*101.215.0000.681040.*	
a. Registration lists	*$ 0.15/single page*		
b. Turnout reports	*$ 0.15/single page*		
c. Voter Disc or CD	*$ 20.00*		
d. Labels	*$ 0.21/label*		
e. Labor	*FOIA rates*		*Lowest paid Staff capable of fulfilling request*
Fee, Bond and Insurance Schedule		*101.215.0000.681040.*	
Full Booklet	*$ 20.00*		*Available on City Website*

CITY CLERK

Business Unit 2110 (continued)

Description	*Current Charges*	*Account Credited*	*Additional Requirements/Insurance*
Facility Use Fees		*101.215.0000.478040.*	
Administrative Fee	*$ 25.00*	*Monday – Friday: 5:00 pm – 9:00 pm*	
	$ 100.00	*Saturday or Sunday*	

Hourly Facility Use Fee	*Monday – Friday 8:00 am – 5:00 pm*	*Monday – Friday 5:00 pm – 9:00 pm*	*Saturday 8:00 am – 9:00 pm*	*Sunday 12:00 pm – 6:00 pm*
City Hall				
Room 301, Commission Chambers	*No Fee*	*$29.57/hour*	*$29.57/hour*	*$29.57/hour*
Room 302A, Conference Room	*No Fee*	*$29.57/hour*	*$29.57/hour*	*$29.57/hour*
Room 302B, Conference Room	*No Fee*	*$29.57/hour*	*$29.57/hour*	*$29.57/hour*
Police Department				
Room 109, Community Room	*No Fee*	*$58.35/hour*	*$58.35/hour*	*$58.35/hour*
	8:00 am – 4:00 pm	*4:00 pm – 9:00 pm*	*8:00 am – 9:00 pm*	*12:00 pm – 6:00 pm*
Department of Public Works				
Room 204, Conference Room	*Not Available*	*$55.23/hour*	*$55.23/hour*	*$55.23/hour*
Room 214 Multi-Purpose Room	*Not Available*	*$55.23/hour*	*$55.23/hour*	*$55.23/hour*
Battle Creek Executive Airport at Kellogg Field				
Room 130, Conference Room	*No Fee*	*$55.42/hour*	*$55.42/hour*	*$55.42/hour*
Multi-Purpose Room	*No Fee*	*$55.42/hour*	*$55.42/hour*	*$55.42/hour*

Going out of Business permit	*$ 50.00/30 days*	*101.215.0000.478080.*	*Only two extensions allowed*
Extension of permit	*$ 50.00 each*		
Industrial Facilities		*101.215.0000.478040.*	
a. Exemption certificate application	*$ 150.00*		*Fees established by State*
b. Request for abatement district	*$ 200.00*		*Fees established by State*
Marriage/Wedding Officiating	*$ 25.00*	*101.000.0000.681040.*	
Mechanical Amusement Rides	*$ 15.00/ride/day*	*101.215.0000.478080.*	*$1,000,000 CSL Comprehensive General Liability*
Neighborhood Enterprise Zone		*101.215.0000.681040.*	
a. Application	*$ 20.00*		
b. Transfer	*$ 20.00*		
Notary Services	*$ 5.00*	*101.215.0000.681040.*	

CITY CLERK
Business Unit 2110 (continued)

Description	*Current Charges*	*Account Credited*	*Additional Requirements/Insurance*
Obsolete Property		*101.215.0000.478020.*	
a. Exemption certificate application	*$ 150.00*		
b. Request for abatement district	*$ 200.00*		
Open Meetings Act Annual Notice Request	*$ 1.00/meeting*		
Pawnbrokers		*101.215.0000.478040.*	
a. Annual fee	*$ 200.00*		*Registration with Leads Online: Must Attend 2-Year Certification Training; $3,000 Bond with at least two sureties*
b. Each Additional employee fee	*$ 10.00*		
Pool and Billiard Halls		*101.215.0000.478015.*	
a. Annual fee	*$ 25.00*		
b. Each table	*$ 15.00*		
Precinct Inspector Compensation		*101.262.0000.703020.*	
a. Precinct Chairperson	*$ 16.00/hour*		
b. Electronic Poll Book Operator	*$ 15.00/hour*		
c. Precinct Inspector	*$ 14.00/hour*		
d. Receiving Board	*$ 15.00/hour*		
e. Election Training	*Minimum Wage*		
Precinct Maps		*101.215.0000.681040.*	
a. Combined Wards	*$ 15.00*		
b. Individual Ward	*$ 5.00*		
Quadricycles			
a. Vehicle Permit	*$ 250.00*	*101.000.0000.681040*	*Vehicle Inspection required, proof of Bodily Injury and Property Damage Liability insurance with a minimum $2,000,000 CLS Comprehensive coverage*
b. Driver Permit, including background check	*$ 25.00*	*101.215.0000.681040*	
c. Replacement Permit	*$ 10.00*	*101.215.0000.681040.*	

CITY CLERK
Business Unit 2110 (continued)

Description	*Current Charges*	*Account Credited*	*Additional Requirements/Insurance*
Refuse Haulers		*101.215.0000.478080.*	
a. Annual Fee	*$ 100.00*		*$500,000 CSL Comprehensive General Liability, $500,000*
b. Inspection fee	*$ 20.00/vehicle*		*Automobile Liability, $1,000 Bond*
c. Replacement tag	*$ 15.00/vehicle*		
Electric Scooter/Skateboard			*Vehicle Inspection Required:*
Business License - Initial (2 year)	*$1,000.00*	*101.215.0000.478080.*	*Commercial General Liability insurance coverage with a*
Compliance Fee (Year 2)	*$ 250.00*	*101.215.0000.478080.*	*limit of $1,000,000 each occurrence and $2,000,000*
Renewal Fee - Every 2 Years	*$ 500.00*	*101.215.0000.478080.*	*aggregate: Automobile insurance $1,000,000 each occurrence/aggregate: Umbrella or Liability coverage of $5,000,000 each occurrence/aggregate*
			Licensee employs persons within the City, Workers' Compensation coverage of no less than statutory requirement
Secondhand Goods/Junk Dealers		*101.215.0000.478080.*	*Registration with LeadsOnline per year paid for BCPD*
Annual Fee	*$ 200.00/year*		
Each Additional Employee	*$ 10.00*		
Shooting Galleries	*$ 25.00/year*	*101.215.0000.478080.*	*$1,000,000.00 CSL General Liability*
Special Events			
a. Parking Spaces	*$ 0.50/space/day*		
b. Clean-up by City	*$ 50.00/hr.*	*101.446.4560.681040.*	
c. Pole Banners	*$ 40.00 each*	*101.446.7190.681040.*	
d. Barricades - all delivered and picked up by DPW	*N/C*		
e. Electricity Usage - Parks	*$ 25.00*	*101.446.4560.681040.*	
f. Electricity Usage Downtown	*$ 25.00*	*101.446.7190.681040.*	
Tax Abatements		*101.215.0000.478020.*	
a. Tax Abatement Application	*$ 150.00*		
b. Establishment of an Abatement District	*$ 200.00*		

CITY CLERK
Business Unit 2110 (continued)

Description	*Current Charges*	*Account Credited*	*Additional Requirements/Insurance*
Theaters		*101.215.0000.478080.*	
a. Up to 500 seats	*$ 25.00/theater*		
b. 501 - 1,000 seats	*$ 40.00/theater*		
c. 1,001 and more seats	*$ 50.00/theater*		
Forestry Contractors -Tree Trimmers	*$ 25.00/year*	*101.215.0000.478080.*	*$1,000,000 CSL Comprehensive General Liability: $500,000 Automobile Liability*
Used Motor Vehicle Sales Lot			
a. New	*$ 170.00/year*	*101.215.0000.478010.*	*Clerk*
		101.701.0000.491020.	*Planning*
b. Renewal (rec'd prior to 9/15)	*$ 85.00/year*	*101.215.0000.478010.*	*Clerk*
Vendors		*101.215.0000.478050.*	
a. License fee	*$ 50.00*		*$1,000 License and Permit Bond*
b. Each succeeding month	*$ 20.00/month*		*$300,000 per accident - Bodily Injury*
c. Each succeeding month w/ Downtown Designation	*$ 30.00/month*		*$100,000 per accident - Property Damage OR $300,000 - Bodily Injury & Property Damage (Combined Single Limit)*
d. Each Additional Employee	*$ 10.00 per added employee*		
Food Trucks & Food Truck Vendors		*101.215.0000.478050*	*$1,000 License and Permit Bond*
a. License fee: to include 1st month	*$ 50.00/truck*		*General Liability: Minimum $100,000 combined single limit (CSL) for bodily injury & Property Damage*
b. Each succeeding month	*$ 20.00/month/truck*		*Public Auto Liability: Minimum $100,000 for motor vehicle public liability & property damage*
c. Each succeeding month w/ Downtown Designation	*$ 30.00/month/truck*		*Additional Insured: The City of Battle Creek must be listed as an "Additional Insured" on both policies*

Food Trucks & Food Truck Vendors must provide evidence of compliance with all County Health Department and State requirements and payment of fees.

CODE COMPLIANCE
Business Unit 8040

Code Compliance is responsible for neighborhoods to ensure compliance with the city's housing code. The primary concern is helping property owners bring their property into compliance with the City Housing Code. In order to do this, they address many issues, including inoperable vehicles, junk and trash in yards, exterior housing violations, and interior housing violations on rental property, and rental inspections.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Administrative Search Warrant	$ 250.00	101.701.8040.490120.	
Dangerous Building Appeal	$ 50.00 for 2nd Appeal	249.371.0000.681040.	No fee for first appeal
Demolition		101.371.3880.635020.	
a. Administration fee	$ 125.00		
b. Investigation fee	$ 50.00		
Board of Appeal	$ 40.00 for 2nd Appeal	249.371.0000.681040.	No fee for first appeal
Inspection Lockout	$ 40.00	217.703.6215.681040.	
Property cleanup		101.371.3880.681130	
a. Administration fee	$ 125.00		
b. Investigation fee	$ 50.00		
Re-inspection	$ 40.00	217.703.6215.681040.	
Rental Inspection / Unit	$ 10.00	217.703.6215.681040.	No fee for first inspection
Rental Registration		217.703.6215.681040.	
a. Voluntary	$ 50.00		
b. Solicited by City	$ 500.00		
Rental Registration Renewal		101.701.8040.490120.	
a. Voluntary	$ 50.00		
b. Late	$ 50.00		
Securing building		101.371.3880.635020.	
a. Administration fee	$ 125.00		
b. Investigation fee	$ 45.00		
c. Cost to secure fee	$ 30.00/opening minimum		

CODE COMPLIANCE
Business Unit 8040 (cont.)

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Vacant & Abandoned Structures**		101.701.8040.491030.	
a. Registration fee	$ 25.00		
b. Monitoring fee	$ 40.00/month		
c. Administrative Search Warrant	$ 250.00	101.701.8040.490120.	

**Exemptions: to comply with the Vacant & Abandoned Structure Ordinance, non-profit agencies, such as Neighborhoods Inc., and properties owned by governmental entities, such as Calhoun County, will be required to register their properties, but the registration and monitoring fees are waived by the City of Battle Creek.

Weed Control		101.371.5300.681030.	Includes 1st hour of mowing
a. Mowing Fee	$ 75.00 min/50.00 each add'l hr.		
b. Administration fee	$ 50.00		
c. Investigation	$ 25.00		
Hotel/Motel/Tourist Home			
Application	$ 32.00	101.701.8040.491030.	
Initial Inspection	$ 15.00/unit	101.701.8040.491030.	
Reinspection	$ 15.00/unit	101.701.8040.491030.	
Permit Renewal Late Fee	$ 150.00	101.701.8040.491030.	
Police Department Analysis	$ 57.00	101.315.0000.703030.	
Fire Department Inspection	$ 125.00	101.337.0000.681040.	
Inspections Division		249.371.0000.681040.	
Outdoor Pool Inspection	$ 50.00		
Indoor Pool Inspection	$ 100.00		
All Trades Inspection	$ 400.00		

ECONOMIC DEVELOPMENT (Small Business Development)
Business Unit 6000

Economic Development is responsible for promoting the growth and development of small business in the community. Staffed by the city's Small Business Development Office, the economic development team contributes to a business ecosystem that supports and sustains business by providing access to capital, technical advice, regulatory guidance, recruitment and retention and other business supports designed to launch and grow local business.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Cargo Shops		244.728.6000.667020.	
Seasonal Rental Fee	$ 1,200.00		Liability Insurance

FINANCE DEPARTMENT
Business Unit 2290

The Finance Department coordinates the preparation of the Annual Budget and the Comprehensive Annual Financial Report; administers City bond issues; monitors cash balances and invests funds; assists with water, sewer, and garbage rate studies; and monitors the financial condition of all City funds. In addition, the Finance Department is responsible for maintaining the financial accounting system for all city departments; processes payroll and payables, and creates invoices.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Annual Financial Report		101.191.0000.681040.	
a. Full booklet	$ 35.00		
b. Per page	$ 0.10		
Attachment to City employee Wages - garnishment	$ 6.00	101.191.0000.681040.	
Budget		101.191.0000.681040.	
a. Pamphlet	$ 0.20		
b. Per page	$ 0.10		
Capital Improvement Plan		101.191.0000.681040.	
a. Full booklet	$ 26.00		
b. Per page	$ 0.10		
Foreign Exchange Payment			
Charge for Invoice Payments in Currency Other than U.S. Dollars		101.191.0000.681040.	
a. Conversion fee	$ 10.00		
b. Flat rate charge	$ 65.00		
International Wire	$ 17.00		
Late Fees			
Charge for late payments on invoices	$ 5.00 one-time fee	Departments carrying the receivables will show revenue in 681040.	
Finance charge for late payments on invoices	2.5 % (per year)	101.191.0000.681040.	

FIRE DEPARTMENT
Business Unit 3380

The Fire Department is responsible for fire response, rescue, primary medical response, hazardous material abatement, fire cause and safety inspections, and fire prevention programs throughout the community. Included in these duties are programs for industrial in-plant protection, liquor establishments, hospitals, schools and commercial property fire safety inspections. Other responsibilities include the inspection of firework sales, and the overseeing of underground tank removal and installation. Public services include vehicle lock outs, lift assists, and smoke detector installations.

Description	Current Charges		Account Credited	Additional Requirements/Insurance
Burning Permits			101.215.0000.478070.	
a. Bonfires	$ 25.00			Issued by the City Clerk's office
Fire Reports			101.337.0000.681040.	
a. Each page	$ 0.10			Estimated paper costs as established by State
b. Clerical fee	Employee Wage + benefits		101.337.0000.681040.	Lowest paid Clerical Staff capable of fulfilling the
c. Postage	Current Rate			request, hourly calculation per MI FOIA law
Audio Tapes	$ 21.00/hour		101.337.0000.681040.	
Personnel Costs	**Hourly Rate**	**Overtime Rate**		101.339.0000.681040.
a. Fire Fighter	$ 55.69	$ 66.13		
b. Equipment Operator	$ 68.17	$ 82.18		
c. Fire Lieutenant	$ 73.53	$ 87.16		
d. Fire Captain	$ 77.57	$ 92.94		
e. Battalion Chief	$ 84.18	$ 103.50		
f. Fire Marshal	$ 88.59	$ 110.83		
g. Fire Inspector	$ 83.40	$ 104.58		
h. Chief	$ 96.15			
Services			101.337.0000.681040.	
a. Fire Engine	$ 85.00/hour			
b. Ladder Truck	$ 125.00/hour			
c. Staff Car/Pick-up	$ 20.00/hour			
d. Hazardous Materials	$ 85.00/hour			
e. Fire Apparatus Response	$ 110.00/hour			
Inspection Fees			101.337.0000.681040.	FLAT FEE PRICING
Fire alarm system	$ 75.00			
Fire suppression/protection system	$ 75.00			
Additional inspection	$ 50.00			
False Alarms				
3rd occurrence/calendar year	$ 50.00			
Each subsequent occurrence in a calendar year	$ 50.00			

GIS DEPARTMENT
Business Unit 9170

The GIS Department provides mapping and analysis of spatial data in the Battle Creek Utility Service area. Normal operating hours are Monday - Friday, 8:00 a.m. - 5:00 p.m.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Commissioned GIS Work:		670.228.9170.617050.	
a. Custom Map Production, Analysis, or GIS Services	$ 50.00/hour		Production of deliverables that do not currently exist. First print/PDF included. One Hour minimum.
b. Printed Map	$ 15.00/each		Printing of previously compiled maps or media (letter, ledger, 36", or 42" available)
GIS Digital Data Products*:		670.228.9170.617050.	
a. Maintained Data (Irregular Update Schedule)			Tile area equals 0.32mi². Call for imagery specifications.
Road Centerlines	$ 500.00		
Zoning Boundaries	$ 500.00		
NPC Boundaries	$ 100.00		
b. Maintained Data (Regular Update Schedule)		101.257.0000.681040.	
Parcel Boundaries (Geometry Only)	$ 4,650.00		($0.20/ea.)
Parcel Boundaries (With Attributes)	$ 5,400.00		($0.23/ea.)
c. Production Data (Not updated, Final Form)			
2' Elevation Contours	$ 5.00/tile	670.228.9170.617050.	Derived from LiDAR point clouds.
d. Aerial Imagery			
2020 Imagery	$ 5.00/tile	590.24.6440.671.040	
2015 Imagery	$ 5.00/tile	590.24.6440.671.040	
2010 Imagery	$ 5.00/tile	101.257.0000.681040.	Tile area equals 0.32mi². Call for imagery specifications.
2008/2001/1996 Imagery	$ 5.00/tile	670.228.9170.617050.	
e. Oblique Imagery			
2010 Oblique Imagery	$5.00/tile/direction	101.257.0000.681040.	N, S, E, W exposures, flown @ 45°
f. LiDAR Point Clouds			
2008 Tiles	$ 5.00/tile	670.228.9170.617050.	Medium Point Density
2010 Tiles	$ 5.00/tile	101.257.0000.681040.	High Point Density

*** A signed data usage agreement is required for all GIS data purchases. Other GIS digital data not listed may be available. Contact GIS department for information.**

Aerial Imagery	2008 Flight Initial Purchase	2010 USGS Sale Amount
	$250,000.00	$22,000.00
Number of Tiles Acquired/Sold	2,420	2,420
Cost Per Tile	$103.31	$9.09
BCGIS Sale Price Per Tile	$ 5.00	$5.00
Subsidized Cost Per Tile	$ 98.31	$4.09

INSPECTION DIVISION

Business Unit 3870

The Inspection Division is responsible for enforcing the State of Michigan Building, Electrical, Mechanical and Plumbing Codes as well as the City of Battle Creek Sign and related Zoning Ordinances. This Division is involved in issuing permits, conducting plan reviews, inspecting all re-construction, new construction, demolition and maintaining permanent records of these activities.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Service Fees		249.371.0000.490010.	
Additional fee for violation of re-inspections greater than 2	$ 50.00		
Administrative Search Warrant	$ 250.00		
Lock-out Fee - Inspections	$ 50.00		
Work Without a Permit Fee (All Trades)	$ 150.00	249.371.0000.490010.	
Plan Review Fees- Residential		249.371.0000.490010.	
Construction value of $5,000.00 or less or demolition projects	$ 0.00		
Construction valuations of greater than $5,000.00	shall be 20% of the building permit fee		
Permits		249.371.0000.490010.	
Residential Re-Roof	$ 100.00		
Residential Demo Without Basement	$ 120.00		
Residential Demo With Basement	$ 180.00		
Commercial Demo	$ 75.00 Plus $.02 (per Sq. Ft.) of Structure		
In ground Pool (Electrical Permit included)	$ 180.00	249.371.0000.490010.	
Above Ground Pool (Electrical Permit included)	$ 120.00	249.371.0000.490010.	

INSPECTION DIVISION
Business Unit 3870 (continued)

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Valuation		249.371.0000.490010.	
$1.00 to $4000.00	$ 100.00	249.371.0000.490010.	
$4001.00 to $10,000.00	$ 135.00	249.371.0000.490010.	
$10,001.00 to $15,000.00	$ 170.00	249.371.0000.490010.	
$15,001.00 to $20,000.00	$ 205.00	249.371.0000.490010.	
$20,001.00 to $50,000.00	$ 205.00 for first $20,000 plus $6.00 for each additional $1,000	249.371.0000.490010.	
$50,001.00 to $500,000.00	$ 365.00 for first $50,000 plus $2.50 for each additional $1,000	249.371.0000.490010.	
$500,001.00 to $1,000,000.00	$ 3,200.00 for first $500,000 plus $5.75 for each additional $1,000	249.371.0000.490010.	
$1,000,001 to $5,000,000	$ 6,230.00 for first $1,000,000 plus $4.75 for each additional $1,000	249.371.0000.490010.	
$5,000,001 to $10,000,000	$ 25,550.00 for first $5,000,000 plus $2.35 for each additional $1,000	249.371.0000.490010.	
$10,000,001 and up	$ 46,750.00 for first $10,000,000 plus $2.75 for each additional $1,000	249.371.0000.490010.	

The fee shall be based upon the estimated valuation established by multiplying the square footage of the building by a square foot construction cost table or by another method established and approved by the Inspections Supervisor. The square foot construction cost table is available in the City of Battle Creek Inspections office. No permit shall be issued upon a lesser value then determined from this table or approved by the Inspections Supervisor.

INSPECTION DIVISION
Business Unit 3870 (continued)

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Inspection fee Zoning approval fee	$ 50.00/hr./$50.00 minimum	249.371.0000.490010.	
Fee to Re-establish Expired permit	$ 75.00	249.371.0000.490010.	

Note: Applies to residential and commercial permits

ANY PERMIT ISSUED SHALL BECOME INVALID IF THE WORK IS NOT BEGUN WITHIN SIX (6) MONTHS AFTER ISSUANCE OF THE PERMIT OR IF THE WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF SIX (6) MONTHS AFTER TIME OF COMMENCING WORK

INSPECTION DIVISION
Business Unit 3870 (continued)

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Commercial Plan Review		49.371.0000.490010.	
Construction value of $5,000.00 or less or demolition projects	30% of Building Permit Fee		
Additional review of revisions, addendums, architects' supplemental instructions, and change orders etc. (other than deferred submittals noted in the original plan review)	$ 75.00 per hour ½ hour increments over one hour		
Zoning approval fee	$ 20.00	49.371.0000.490010.	A site plan review fee may be required in lieu of zoning fee
Investigation fee	See Section 12		
Certificate of Occupancy	$ 100.00		

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Use Group Definitions: Reference State of Michigan Building Code			
Assembly = A-1, A-2, A-3, A-4 & A-5	Business = B		Educational = E
Factory/Industrial = F-1 & F-2	High Hazard = H-1, H-2, H-3, H=4 & H-5		Mercantile = M
Residential = R-1 & R-2	Storage = S-1 & S-2		Utility and Miscellaneous = U

ANY PERMIT ISSUED SHALL BECOME INVALID IF THE WORK IS NOT BEGUN WITHIN SIX (6) MONTHS AFTER ISSUANCE OF THE PERMIT OR IF THE WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF SIX (6) MONTHS AFTER TIME OF COMMENCING THE WORK.

INSPECTION DIVISION
Business Unit 3870 (continued)

	Description	Current Charges	Account Credited	Additional Requirements/Insurance
ELECTRICAL PERMIT				
FLAT FEE PRICING			49.371.0000.490010.	
	Service only up to 400 AMP	$ 100.00		
	Storable Pools less than 48 inches	$ 50.00		
	Standby Generators electric only	$ 150.00		(Generator KW)
INSPECTION FEES			49.371.0000.490010.	
1	Application Fee Commercial	$ 75.00		
1	Application fee Residential	$ 50.00		
2	Additional inspection, Underground, Safety etc.	$ 50.00		
SERVICES			49.371.0000.490010.	
4	Temporary Service	$ 25.00		
5	0-400 AMP	$ 20.00		
6	401-800 AMP	$ 30.00		
7	801-1200 AMP	$ 40.00		
8	OVER 1200 AMP	$ 50.00		
9	Transformers & Motors. up to 15 KVA or H.P.	$ 50.00		
10	Transformers & Motors. up to 15 to 50 KVA or H.P.	$ 60.00		
11	Transformers & Motors. 50 KVA or H.P. & above	$ 70.00		
12	Sub or Accessory Panels	$ 20.00		
13	Transfer Switch / Generator	$ 75.00		
CIRCUITS			49.371.0000.490010.	
14	Retro Fit Light Fixtures (per 25) Commercial Only	$ 20.00		
15	Alt Energy up to 50 KW (solar, wind, PV, etc.)	$ 50.00		
16	Ufer Ground	$ 50.00		
17	Circuits (or alteration to existing circuit)	$ 5.00		
18	220 Volt Circuits	$ 10.00		
19	440 or Higher Volt Circuits	$ 15.00		
20	Furnace or Unit Heater (per unit)	$ 10.00		
21	Radiant or Baseboard Heat (per circuit)	$ 10.00		
22	Dishwasher	$ 10.00		
23	Water Well Circuit	$ 10.00		
24	Air Conditioners or HVAC Equipment (up to 5 ton)	$ 15.00		

INSPECTION DIVISION
Business Unit 3870 (continued)

	Description	Current Charges	Account Credited	Additional Requirements/Insurance
CIRCUITS (cont.)			49.371.0000.490010.	
25	Air Conditioners (over 5 ton)	$ 25.00		
26	Swimming Pool Bonding	$ 35.00		
27	Signs and Neon (per unit)	$ 25.00		
28	Data / Telecommunications (per device)	$ 5.00		
29	Data / Telecommunications (per circuit)	$ 5.00		
30	Feeders / Bus Duct (per 50 feet)	$ 10.00		
31	Fire Alarm/ Nurse Call System (up to 10 devices)	$ 55.00		
32	Fire Alarm/ Nurse Call (each additional device)	$ 5.00		
33	Vehicle Charger (per unit)	$ 10.00		
34	Solar Photovoltaic System where the total inverter generating capacity is less than 5,000KW (each panel)	$ 2.00		
35	Solar Photovoltaic System where the total inverter generating capacity is no less than 5,000KW (each panel)	$ 1.00		

Plan review Fee (when required) 25% of calculated Building Plan Review Fee

INSPECTION DIVISION
Business Unit 3870 (continued)

Description	Current Charges	Account Credited	Additional Requirements/Insurance
MECHANICAL PERMITS		249.371.0000.490020.	
FLAT FEE PRICING			
Furnace Replacement	$ 100.00		
Water Heater Replacement	$ 55.00		
AC Replacement	$ 100.00		
Generator Gas only	$ 55.00		
Furnace and AC Replacement	$ 110.00		
INSPECTIONS FEES			
1 Administration fee Commercial	$ 75.00		
1 Administration fee Residential	$ 50.00		
2 Additional Inspection, Underground, Safety etc.	$ 50.00		
ITEM FEES			
4 Gas/Oil Burning Equipment - (New or Replacement) Air Handler	$ 35.00	**16** Piping (per Ft) (minimum $30)	$ 0.05
5 Residential Boiler	$ 35.00	**17** Gas Piping: New Installation (each opening)	$ 15.00
6 Chimney, factory built - Class A,B Chimney Liners etc.	$ 30.00	**18** V.A.V. Box	$ 15.00
7 Gas Burning Fireplace	$ 35.00	**19** Refrigeration (split system)	$ 35.00
8 Humidifiers	$ 20.00	**20** Rooftop or Ground Mount HVAC	$ 55.00
9 Water Heaters	$ 5.00	**21** Heat Recovery / ERV	$ 15.00
10 Solar; Hot Water set of 3 panels (includes piping)	$ 25.00	**22** Unit Heaters	$ 20.00
11 Bath/Kitchen/Laundry Exhaust ($5 ea./ min. $15)	$ 5.00	**23** Fire Suppression/ Protection (per head) (minimum $25)	$ 0.75
12 Aboveground / Underground LP Tanks	$ 256.00	**24** Commercial Hood (incl. duct and make-up air unit)	$ 60.00
13 Air conditioning or Heat Pump Split System	$ 35.00	**25** Chiller/ Cooling Tower	$ 35.00
14 Multi Head AC or HP Additional Heads	$ 15.00	**26** Geothermal W Hydro Loop (Per Ft) (Min $30)	$ 0.02
15 Duct System (per ft.) (Minimum $30)	$ 0.10		

Plan review Fee (when required) 25% of calculated Building Plan Review Fee

INSPECTION DIVISION
Business Unit 3870 (continued)

Description	Current Charges	Account Credited	Additional Requirements/Insurance
LICENSE REGISTRATION FEES			
Electrical			
License Registration	$ 15.00	249.371.0000.490100.	
Plumbing			
License Registration	$ 15.00	249.371.0000.490010.	
Mechanical			
License Registration	$ 15.00	249.371.0000.490210.	
Building			
License Registration	$ 15.00	249.371.0000.490090.	
Demolition			
Demolition License	$ 50.00	249.371.0000.490090.	
Demolition Bond	$ 500.00	101.000.0000.202320.	Required for demolition of houses and commercial buildings by persons without a Demolition License. Not required for residential accessory buildings without basements. Bond refundable after completion of demolition and inspection approval.
Moving/Wrecking *A license may be issued excluding blasting, in this case, blasting may be excluded from XCU insurance	$ 50.00/year	$5,000 Bond: $1,000,000 CSL Comprehensive General Liability. Must state XCU coverage is included/not excluded.	

PARKS AND RECREATION DEPARTMENT
Business Unit 6970

Description	Current Charges	Account Credited	Additional Requirements/Insurance
BINDER PARK GOLF COURSE			
Green Fees			
a. Weekdays			
9 Holes	$ 15.50	101.751.6970.619010.	
18 holes	$ 27.50	101.751.6970.619020.	
27 holes	$ 39.00	101.751.6970.619030.	
9 hole (league)	$ 15.50	101.751.6970.619040.	
b. Weekends			
9 holes	$ 17.50	101.751.6970.619010.	
18 holes	$ 31.00	101.751.6970.619020.	
27 holes	$ 42.00	101.751.6970.619030.	
Green Fees – Jr./Sr.		101.751.6970.619060.	Mon-Fri before 2pm, Sat/Sun after 4pm
a. 9 holes	$ 10.00		
b. 18 holes	$ 16.50		
c. 27 holes	$ 21.50		
Three Hole Course			
3 holes	$ 4.00	101.751.6970.619090.	
First Tee Program		101.751.6970.619090.	
a. 3 holes	$ 3.00		
b. 9 holes	$ 5.50		Requires First Tee membership card
c. 18 holes	$ 11.00		
Memberships - Golf			
Single	$ 650.00	101.751.6970.619220.	
Couples	$ 900.00	101.751.6970.619210.	
Senior	$ 530.00	101.751.6970.619240.	
Senior Couples	$ 750.00	101.751.6970.619250.	
Family	$ 1,010.00	101.751.6970.619200.	
Junior	$ 265.00	101.751.6970.619230.	
School	$ 350.00	101.751.6970.619230.	
Ltd. Single	$ 400.00	101.751.6970.619270.	Mon-Fri before 2pm, Sat/Sun after 4pm
Ltd. Couple	$ 600.00	101.751.6970.619270.	Mon-Fri before 2pm, Sat/Sun after 4pm
One Day Membership	$ 300.00	101.751.6970.619270.	

PARKS AND RECREATION DEPARTMENT
Business Unit 6970 (continued)

Description	Current Charges	Account Credited	Additional Requirements/Insurance
BINDER PARK GOLF COURSE			
Range and Practice Holes			
Non-golf members		101.751.6970.619090.	
Single	$ 355.00		
Couple	$ 375.00		
Family	$ 435.00		
Golf Members		101.751.6970.619090.	
Single	$ 195.00		
Couple	$ 260.00		
Family	$ 320.00		
Range		101.751.6970.619100.	
Regular bucket	$ 5.25		
Large bucket	$ 9.00		
Jumbo bucket	$ 13.00		
Carts		101.751.6970.619300.	Mon-Fri before 2pm, Sat/Sun after 4pm
3 holes	$ 3.50		
9 holes	$ 9.50		
18 holes	$ 19.00		
27 holes	$ 25.00		
9 holes Sr./Jr.	$ 8.50		
18 holes Sr./Jr.	$ 16.50		
27 holes Sr./Jr.	$ 23.00		
Golf Equipment			
Pull carts	$ 2.00	101.751.6970.619310.	
Clubs and accessories	n/a	101.751.6970.619320.	Rates: Contact Pro Shop
Facility Rentals			
Picnic Shelter/Pavilion	n/a	101.751.6970.619200.	Rates: Contact Pro Shop
Club House	n/a	101.751.6970.619230.	Rates: Contact Pro Shop
First Tee Building	n/a	101.751.6970.619230.	Rates: Contact Pro Shop

PARKS AND RECREATION DEPARTMENT
Business Unit 7020

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Late fee for program registration	$7.00 - $10.00	101.751.6981.630450	
Girls Fast Pitch	$ 680.00	101.751.9891.630020.	Rental based instead of registration based
Soccer Camp 3-5 yr. Old	$ 40.00		Currently do not offer, hope to bring back in 2026
Soccer Camp 6-16 yr. Old	$ 80.00		Currently do not offer, hope to bring back in 2026
Lifeguard Training	$ 200.00	101.751.6516.630090.	CPR/First Aid/ Emergency Oxygen
Little Tyke T-Ball	$ 45.00	101.751.6523.630090.	
Adult Stan Musial Baseball- Rental based instead of registration based now	$ 1,875.00	101.751.9891.630020.	Insurance, Concussion Forms, Background Checks
Youth Flag Football- No longer offer, due to schools offering this program	$ 55.00	101.751.6526.630090.	
Spring Soccer	$ 50.00	101.751.6570.630090.	
Claude Evans Basketball	$ 80.00	101.751.6580.630090.	Ran by a different organization
Youth Baseball - Rental based instead of registration based now		101.751.6610.630090.	Insurance, Concussion Forms, Background Checks
8u-14u	$ 800.00		
16-18u	$ 700.00		
Adult Softball Fall - Partnership with City Ball LLC - Field Rental		101.751.6620.630090.	
10 games	$ 485.00		ASA Insurance
20 games	$ 815.00		ASA Insurance
Adult Softball Summer - Partnership with City Ball LLC - Field Rental		101.751.6630.630090.	
10 games	$ 485.00		ASA Insurance
20 games	$ 815.00		ASA Insurance
Fall Soccer	$ 50.00	101.751.6650.630090.	
Youth Individual Baseball	$ 60.00	101.751.6610.630090.	

PARKS AND RECREATION DEPARTMENT
Business Unit 7022

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Kidventure Camp		101.751.6223.630090.	Camp license, staff training
a. 10 weeks	$ 1,700.00		
b. Weekly	$ 200.00		
c. ½ Summer Option	$ 900.00		
Baseball Training Camp	$ 80.00	101.751.6229.630090.	
Youth Indoor Flag Football	$ 45.00	101.751.6234.630090.	
Start Smart Golf	$ 35.00	101.751.6291.630520.	
Volleyball Camp	$ 75.00	101.751.6251.630090.	
Youth Indoor Soccer	$ 45.00	101.751.6257.630090.	
Start Smart Sports Development	$ 35.00	101.751.6258.630090.	
Start Smart Basketball	$ 35.00	101.751.6266.630090.	
Spring Break Camp	$ 200.00	101.751.6267.630090.	
Youth Floor Hockey	$ 45.00	101.751.6268.630090.	
Tiny Tot Floor Hockey	$ 35.00	101.751.6269.630090.	
International Floor Hockey Tournament	$ 150.00	101.751.6270.630090.	
Start Smart Indoor Soccer	$ 35.00	101.751.6271.630090.	
BC Kings Floor Hockey Tournament	$ 150.00	101.751.6251.630090.	
Winter Break Camp	$ 40.00 per day	101.751.6238.630090.	
Learn to Skate	$ 65.00	101.751.6720.630090.	
Youth Ice Hockey Development	$ 65.00	101.751.6601.630090.	

PARKS AND RECREATION DEPARTMENT
Business Unit 7023

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Instruction			
PGA Jr League	$ 165.00	101.751.6291.630520.	
Jr Golf Camps	$ 45.00	101.751.6291.630520.	
Instruction			

PARKS AND RECREATION DEPARTMENT
Business Unit 7028

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Lifeguard Training	$ 200.00	101.751.6516.630090.	Training class for Lifeguards for waterpark
Lifeguard Recertification	$ 100.00	101.751.6516.630090.	
CPR Training	$ 65.00	101.751.7028.630090.	
CPR Recertification	$ 65.00	101.751.7028.630090.	
First Aid Training	$ 65.00	101.751.7028.630090.	
First Aid Recertification	$ 65.00	101.751.7028.630090.	
CPR/First Aid/BBP	$ 100.00	101.751.7028.630090.	

PARKS AND RECREATION DEPARTMENT
Business Unit 7050

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Field refits	$ 50.00 - $100.00	101.751.9889.630020.	Fee dependent up field being used
Diamond Rental - Tournaments		101.751.9889.630020.	
a C.O. Brown Stadium	$ 650.00		Includes all refits, supervision, and clean-up
b Nichols Field	$ 550.00		Includes all refits, supervision, and clean-up
c Morrison Field	$ 540.00		Includes all refits, supervision, and clean-up
d Terry Newton Field	$ 200.00		Includes all refits, supervision, and clean-up
e Convis Field	$ 300.00		Includes all refits, supervision, and clean-up
f Flannery Field	$ 300.00		Includes all refits, supervision, and clean-up
Diamond Rental- Practices/Games		101.751.9891.630020	
C.O. Brown Stadium- Youth	$ 50.00/$ 100.00		Practice Costs/Game Costs
C.O. Brown Stadium- Adult	$ 100.00/$ 125.00		Practice Costs/Game Costs
Nichols Field- Youth	$ 50.00/$ 75.00		Practice Costs/Game Costs
Nichols Field- Adult	$ 75.00/$ 100.00		Practice Costs/Game Costs
Morrison Field- Youth	$ 50.00/$ 75.00		Practice Costs/Game Costs
Morrison Field- adult	$ 75.00/$ 100.00		Practice Costs/Game Costs
Convis Field- Youth	$ 35.00/$ 65.00		Practice Costs/Game Costs
Convis Field- Adult	$ 45.00/$ 75.00		Practice Costs/Game Costs
Terry Newton Field	$ 25.00		Practice Costs/Game Costs
Team Fees (2+ day tournaments)		101.751.9889.630020.	
a C.O. Brown Stadium	$ 75.00		per team, per tournament
b Nichols Field	$ 75.00		per team, per tournament
c Morrison Field	$ 75.00		per team, per tournament
d Terry Newton	$ 75.00		per team, per tournament
e Convis Field	$ 75.00		per team, per tournament
f Flannery Field	$ 75.00		per team, per tournament
Scoreboards		101.751.9889.630020.	
a C. O. Brown Stadium	$ 50.00		per game
b Nichols Field	$ 40.00		per game
c Morrison Field	$ 40.00		per game
d Convis Field	$ 40.00		per game: no scoreboards currently work
e Flannery Field-	$ 40.00		per game: only Flannery 3

PARKS AND RECREATION DEPARTMENT
Business Unit 7050

Description	Description	Description	Description
Lighting		101.751.9889.630020.	
a C. O. Brown Stadium	$ 85.00		per hour
b Nichols Field	$ 65.00		per hour
c Morrison Field	$ 65.00		per hour
d Convis Field	$ 50.00		per hour
e Flannery Field	$ 50.00		per hour
Temporary Fencing		101.751.9889.630020.	
a Convis Field	$ 200.00		
b Flannery Field	$ 200.00		

PARKS AND RECREATION DEPARTMENT
Business Unit 7100

Description	Current Charges	Account Credited	Additional Requirements/Insurance
WILLARD BEACH			
Admission Fee	$ 3.00/ $ 7.00	101.751.7100.631020.	Individual/Vehicle
Large Pavilion	$ 35.00	101.751.7100.631010.	Per row, per use
Pavilions 1, 2, 3 and Octagon	$ 35.00	101.751.7100.631010.	
Large Pavilion on Beach	$ 75.00	101.751.7100.631010.	
Facilities/Restrooms	$ 25.00	101.751.7100.631010.	September and October before winterization
PARK FACILITIES	Contact the Department of Public Works for Park Facility accessory items		
Fell Park Restrooms - DPW handles	$ 25.00	n/a	Fully refundable deposit after key return
Picnic tables- DPW handles	$ 25.00	101.751.7100.631010.	Per table, community events only

PARKS AND RECREATION DEPARTMENT
Business Unit 7160

Description	Current Charges	Account Credited	Additional Requirements/Insurance
FULL BLAST			
Flash Flood			
Admission Fees			
General Admission	$ 15.00	101.751.7160.630130.	
Season pass	$ 100.00	101.751.7160.630100.	
Season pass - Family of 4	$ 360.00	101.751.7160.630100.	
Equipment Rental			
Lockers	$ 5.00	101.751.7160.630310.	
Life Jackets	$ 5.00	101.751.7160.630130.	
Double Tubes	$ 5.00	101.751.7160.630150.	
Summer group rentals	General Admission		
Participants (25-74)	$ 14.50	101.751.7160.630200.	
Participants (75-124)	$ 14.25	101.751.7160.630200.	
Participants (125-249)	$ 14.00	101.751.7160.630200.	
Participants (250+)	$ 13.75	101.751.7160.630200.	
Birthday Parties			
Indoor (Labor day to Memorial day)	$ 25.00/hour		
Tables	$ 5.00/table		
Chairs	$ 0.50/chair		
Clean up fee	$ 25.00		
Outdoor (Memorial-Labor day)	$ 18.00/child		
	$ 8.00/adult	101.751.7160.630280.	
Lock-Ins- No longer offer			
Participants (50 person minimum)	$ 60.00	101.751.7160.630200.	

PARKS AND RECREATION DEPARTMENT
Business Unit 7170

Description	Current Charges	Account Credited	Additional Requirements/Insurance
FULL BLAST			
Sports Forum			
Memberships			
Fitness membership City Employee (12 months)	$ 60.00	101.751.7175.630380.	Individuals/City employees
Fitness membership (1 month)	$ 30.00	101.751.7175.630360.	Monthly
Fitness membership (12 months)	$ 300.00	101.751.7175.630360.	Yearly membership
Second Individual- Remove Option	$ 140.00	101.751.7175.630360.	Yearly membership
3+ people- Remove Option	$ 95.00	101.751.7175.630360.	Yearly membership
Walk and play pass	$ 25.00	101.751.7175.630360.	Monthly
Day pass	$ 10.00	101.751.7175.630120.	Daily Rate
Facilities Rental			
Gymnasiums (1,2,3)	$ 30.00	101.751.7170.630320.	Depending on user group
Sports Court	$ 20.00	101.751.7170.630320.	
Batting Cages	$ 20.00	101.751.7170.630320.	Hourly rates
Tournament Clean Up Fee	$ 25.00 per court	101.751.7170.630320.	
After Business Hours Rental Rates	$50.00/hour per court $18.00/hour for Building Supervisor	101.751.7170.630320.	Additional Clean up fee Charged
Equipment Rental			
Tables	$5.00 per unit	101.751.7170.630320.	
Chairs	$0.50 per unit	101.751.7170.630320.	
Picnic Tables (Lunch Style Tables)	$5.00 per unit	101.751.7170.630320.	
Scoreboards	$5 per hour	101.751.7170.630320.	

PLANNING DEPARTMENT

Business Unit 8020

The Planning Department performs the following functions and responsibilities - overall administration of the Planning Department, staff control to the Planning Commission, Zoning Board of Appeals and the Historic District Commission; site plan review; zoning ordinance preparation, interpretation and enforcement; tax-reverted property sales; Census coordination and dissemination of data; and preparation of master plans for future growth and development.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Planned Unit Residential Development	$750.00	101.701.0000.491020.	
Planning and Zoning Map	$40.00	101.701.0000.681040.	Available on City's website at no charge
Planning and Zoning Ordinance	$40.00	101.701.0000.681040.	Available on City's website at no charge
Plats		101.701.0000.491020.	
a Filing Fee	$400.00		
b Per Lot Review Fee	$40.00		
Site Condo			
a Filing Fee	$400.00	101.701.0000.491020.	
b Condo review fee-per site	$40.00		
Special Use Permits	$750.00	101.701.0000.491040.	
Telecommunications Towers			
a Administrative Review/Collocation	$250.00	101.701.0000.491020.	
Zoning Board of Appeals		101.701.0000.491020.	
a Residential	$200.00		
b Commercial/Industrial	$200.00		
Zoning Reclassifications	$750.00	101.701.0000.491040.	
Street/Alley/ROW Vacations	$300.00	101.701.0000.681040.	
Site Plan Review: Under 5 Acres	$300.00	101.701.0000.490250.	For properties under 5 acres
Site Plan Review: Over 5 Acres	$400.00	101.701.0000.490250.	For properties over 5 acres
Commercial Building Plan Review	$40.00	101.701.0000.490250.	
Property Disposition			
a. Buildable lots in a residential zoning district	$300.00	101.701.8040.491030	
b. Non-buildable lots in a residential zoning district	$150.00	101.701.8040.491030	
c. Any Commercial Zoning District	$480.00	101.701.8040.491030	
d. Any Industrial Zoning District	$750.00	101.701.8040.491030	
e. Calhoun County Register of Deeds (Deed Recording)	**	101.701.8040.491030	**Fee established by Calhoun County

PLANNING DEPARTMENT
Business Unit 8020 (cont.)

Description	Current Charges	Account Credited	Additional Requirements/Insurance
SIGN PERMITS (Permanent Signs)			
a. Administrative Fee	$50.00	101.701.0000.490250.	
b. Zoning Approval	$40.00	101.701.0000.490250.	
c. Inspection Fee - First $1000 of cost	$50.00	101.701.0000.490250.	
d. Inspection Fee -each add'l$1000 of cost	$20.00	101.701.0000.490250.	
ZONING PERMITS (Fences less than 6" high, residential accessory structures less than 200 sq. ft. in area, and commercial accessory structures less than 120 sq. ft. in area)			
a. Administrative Fee	$30.00	101.701.0000.490250.	
b. Zoning Approval	$30.00	101.701.0000.490250.	
c. Inspection Fee	$40.00	101.701.0000.490250.	
d. Motor Home Parking Permit	$40.00	101.701.0000.490250.	
Hen, Quail, and Duck Permits	$25.00	101.701.0000.490250.	
Administrative Search Warrants	$250.00	101.701.0000.681040.	
House Trailers	$25.00	101.701.0000.490250	Maximum allowed - six weeks
Zoning Compliance Letter	$100.00		
Work without a permit (fence and accessory dwellings)	$150.00	101.701.0000.490250.	
Marihuana Business Permitting (New and Annual Renewal)		**All Fees are Non-Refundable**	
Medical Marihuana Facilities Permit	$5,000.00	101.215.0000.478015.	Worker's Compensation Insurance – MI: Statutory limits, Commercial General Liability & Bodily Injury Insurance, with minimum limits of $100,000
Annual Renewal	$5,000.00		
Adult Use Marihuana Establishment	$5,000.00	101.215.0000.478015.	
Annual Renewal	$5,000.00		
Late Fee (if renewal application submitted after November 1st each year)	$250.00	101.215.0000.478015.	

POLICE DEPARTMENT
COMMUNITY SERVICE
Business Unit 3110

The Community Services Division is responsible for the conduct of crime prevention, school safety and other community outreach programs. The Programs include: Neighborhood Watch, School Liaison Officers, Adult School Crossing Guards and Special Events/Block Parties.

Description		Regular	Overtime	Account Credited	Additional Requirements/Insurance
PERSONNEL COSTS:					
a	Police Officer	$ 52.76	$ 66.76	101.315.0000.703030.	Personnel costs are subject to adjustment in accordance with the prevailing labor agreement for the position. Hourly rates for additional positions which are involved in the emergency response cost collection or support services are to be determined by the Finance Department on the same basis as those listed and furnished to the City Clerk and Police Department for billing purposes.
b	Police Sergeant	$ 69.81	$ 95.06	101.315.0000.703030.	
c	Police Lt's	$ 90.73	$ 126.90	101.315.0000.703030.	
d	Police Detective	$ 64.28	$ 98.41	101.310.3070.703030.	
e	Police Officer -Crime Lab	$ 59.07	$ 77.25	101.310.3060.703030.	
f	Forensic Specialist	$ 56.63	$ 73.61	101.310.3060.703030.	
g	Word Processor/Typist	$ 23.55	$ 38.65	101.305.3210.703030.	
h	Cadets	$ 22.84	$ 33.32	101.315.3110.703030.	

POLICE DEPARTMENT
COST RECOVERY FOR EMERGENCY RESPONSE
Business Unit 3250

The fees are designed to provide for the recovery of costs associated with emergency response personnel and equipment in instances where an emergency situation is caused by a person operating a motor vehicle under the influence of an intoxicating liquor or a controlled substance. The establishment of fees will allow a standard charge per hour for personnel and vehicles, involved in an emergency response.

Description		Regular	Overtime	Account Credited	Additional Requirements/Insurance
PERSONNEL COSTS:					
a	Police Officer	$ 52.76	$ 66.76	101.315.0000.703030.	Personnel costs are subject to adjustment in accordance with the prevailing labor agreement for the position. Hourly rates for additional positions which are involved in the emergency response cost collection or support services are to be determined by the Finance Department on the same basis as those listed and furnished to the City Clerk and Police Department for billing purposes.
b	Police Sergeant	$ 69.81	$ 95.06	101.315.0000.703030.	
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e	Police Officer -Crime Lab	$ 59.07	$ 77.25	101.310.3060.703030.	
f	Forensic Specialist	$ 56.63	$ 73.61	101.310.3060.703030.	
g	Word Processor/Typist	$ 23.55	$ 38.65	101.305.3210.703030.	
h	Cadets	$ 22.84	$ 33.32	101.315.3110.703030.	

POLICE DEPARTMENT
COST RECOVERY FOR EMERGENCY RESPONSE
Business Unit 3250 (cont.)

Description	Current Charges	Account Credited	Additional Requirements/Insurance
VEHICLE COSTS:			
Police vehicles	$13.35/hr.	101.315.0000.681040.	
Legal cost	As charged by the service provider and/or City personnel costs and related expenses		
Emergency medical services	As charged by the service provider		
Collection costs	As charged by the service provider and/or City personnel costs and related expenses		
Travel Expenses	As charged by the service provider and/or City personnel costs and related expenses		
OUIL Cost Recovery Fee	$153.00	101.315.0000.629020.	
Blood Test	$ 77.00	101.315.0000.629020.	
OUIL Accident Scene Investigation	$ 53.00	101.315.0000.629020.	
Warrant Cost Recovery	Current Wages & vehicle Cost		
FALSE ALARMS			
First Occurrence	$ 0.00		2 Officer response totaling 15 minutes to
Second Occurrence	$ 0.00		
Each Additional Occurrence in a calendar year	$ 50.00		

POLICE DEPARTMENT
FIELD SERVICES
Business Unit 3250 (continued)

The Police Field Services Division is responsible for administering the Court-Ordered PBT Test and the Court-Ordered Breathalyzer Test.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
TESTS:		101.315.0000.681040.	
a Court-Ordered PBT Test	$15.00		Specialized training by a Sgt.
b Court-Ordered Breathalyzer Test	$20.00		Specialized training by a Sgt.

POLICE DEPARTMENT
ANIMAL CONTROL SERVICES

Description	Current Charges	Additional Requirements/Insurance
Animal Retrieval Fee: Intake	$20.00	As charged by the service provider
Additional Day Housing	$10.00	As charged by the service provider
Unaltered animal retrieval fee: 2nd retrieval/calendar year	$25.00	As charged by the service provider
Unaltered animal retrieval fee: 3rd retrieval/calendar year	$100.00	As charged by the service provider
Pet Microchipping	$20.00	As charged by the service provider

POLICE DEPARTMENT
INVESTIGATIONS
Business Unit 3070

The Investigation Division conducts the initial investigation of major crimes and follow-up investigation of all other serious crimes. In addition, this Division conducts drug investigations and operates a full-service crime laboratory.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Precious Metal and Gold Permits	$50.00	101.310.3070.681040.	Registration in the LeadsOnline software
Precious Metal and Gold Dealer Permit	$20.00		Registration in the LeadsOnline software

POLICE DEPARTMENT
MANAGEMENT SERVICES
Business Unit 3210

The Management Services Division has the primary task of providing records and clerical support for the Police Department. Division responsibilities include computer services, budget, building and grounds, records management and payroll.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Burglar/Panic Alarm Annual Registration	$25.00	101.305.3210.681040.	
Fingerprint processing	$20.00 plus State/Federal Mandated fees	101.305.3210.479020.	Fingerprint Training, access to the system
Accident reports	$10.00	101.305.3210.479040.	
Criminal/Background checks	$15.00	101.305.3210.479030.	Notary, LEIN Certification
SOR – Sex Offender Registry	$50.00	101.310.3070.479070.	Notary, LEIN Certification
Police reports			
a Clerical fee	Wage + benefits	101.305.3210.479040.	Lowest paid Staff able of fulfilling request
b Copy fee	$0.10/page		
c Postage	Current rate		
Gun Registration Copy	$1.00	101.305.3210.479010.	
Fax	$2.00	101.305.3210.681040.	
Notary fee	$5.00	101.305.3210.479040.	
Photograph development		101.310.3060.681040.	
a Disk/CD format	$1.80		
b Flash Drive			
8 G	$3.93		
16G	$3.99		
32G	$4.79		
c Editing fee	$3.80/5 minutes	101.310.3060.681040.	

PUBLIC WORKS DEPARTMENT
PARKING DIVISION
Business Unit 5430

The Parking Division is responsible for the operation and maintenance of the Downtown Parking System. The System includes 15 surface parking lots and two structured parking facilities. Parking revenue includes meter (hourly) and permit fees, leases and special event parking.

Description		**Current Charges**	
Parking Structures: West Michigan & Riverwalk Parking	All parking related revenues and expenses are administered by ABM Parking Services		
First hour	Free	Minutes	Fee
Each additional hour	2nd Hour	61-120	Free
	3rd Hour	121-180	$ 4.00
	4th Hour	181-240	$ 5.00
	5th Hour	241-300	$ 6.00
	6th Hour	301-360	$ 7.00
Maximum			$ 8.00/day
Parking Structure: Hamblin Avenue (698	1st Hour	11-60	$ 2.00
	2nd Hour	61-120	$ 3.00
	3rd Hour	121-180	$ 4.00
	4th Hour	181-240	$ 5.00
	5th Hour	241-300	$ 6.00
	6th Hour	301-360	$ 7.00
	7th Hour	361-420	$ 8.00
	8th – 10th Hour	421-600	$ 8.00
	More than 11 hours	601+ minutes	$14.00
	Daily Maximum (Overnight)		$14.00
Monthly Permits	Up to $100.00/vehicle		
Special Events	$1.00 to $10.00/vehicle		
Honor Boxes	$0.25/hr.		
Lost Ticket Fee			
West Michigan Parking Structure	$ 8.00		
Hamblin Avenue Parking Structure	$14.00		
Violations	**Original Fee**	**10-20 days**	**21+ days**
Overtime Parking (non-DPD)	$5.00	$10.00	$15.00
Second ticket during same calendar day	$10.00	$15.00	$20.00
Third and additional tickets during same	$15.00	$20.00	$25.00
Night Parking	$5.00	$10.00	$15.00
Second & subsequent tickets/month(f)	$10.00	$15.00	$20.00
Taking Two Spaces	$5.00	$10.00	$15.00

Parking Against Traffic	$5.00	$10.00	$15.00
Not Parallel to Curb	$5.00	$10.00	$15.00
Blocking Crosswalk	$5.00	$10.00	$15.00
Blocking Sidewalk	$5.00	$10.00	$15.00
Blocking Drive or Alley	$5.00	$10.00	$15.00
Restricted Parking(d)	$5.00	$10.00	$15.00
Double Parking	$10.00	$15.00	$20.00
Obstructing Traffic	$10.00	$15.00	$20.00
Bus Stop Zone	$10.00	$15.00	$20.00
15 ft. of Fire Hydrant	$10.00	$15.00	$20.00
Parking on Bridge	$10.00	$15.00	$20.00
Parking in Fire Lane	$10.00	$15.00	$20.00
Blocking Emergency Exits	$10.00	$15.00	$20.00
Key in Vehicle Unattended	$5.00	$10.00	$15.00
Miscellaneous Violations	$5.00	$10.00	$15.00
Front Yard Parking	$10.00	$15.00	$20.00
Second and subsequent	$25.00	$30.00	$50.00
Disabled Person Only	$100.00	$175.00	$250.00
Commercial Vehicle/Truck Parking (e)	$20.00	$25.00	$30.00
Second ticket/month(f)	$40.00	$50.00	$60.00
Third and additional ticket/month	$60.00	$75.00	$90.00

Number of Tickets Within a Year	**Fine Amount**	**Fine if Paid by Close of Next Business Day**
First Ticket	Courtesy	
Second and Third Tickets	$5.00	$2.00
Fourth and Fifth Tickets	$10.00	$5.00
Sixth and Seventh Tickets	$25.00	$12.00
Eighth and Ninth Tickets	$50.00	$25.00
Tenth or More Tickets	$100.00	$50.00

PUBLIC WORKS DEPARTMENT
RECORDS DIVISION
Business Unit 4450 (now Organization Set - 202.22.4792)

The Records Division is responsible for the record information and drawings for water mains, sanitary sewers and street improvements, water/sewer connections, and construction within the public right-of-way. Connection fees are developed by the Water Division, managed by the Records Division, and submitted to the City Commission for approval.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Right of Way Permits			
Residential/Commercial/Individual			
a Mailbox Installation	$0.00	Request residents apply for permit and contact MISS-Digg before installing	
b Curb cuts, driveways, etc.	$ 100.00 each	202.449.0000.681040.	
c Lane/road closures, obstructions	$ 150.00 each	202.449.0000.681040.	
d Tree Removal (City Owned)	$150.00 each	202.449.0000.681040.	$400 deposit on all city owned trees removed. Deposit can be returned upon the Individual/Contractor planting no less than 2 trees within the City Right-of-Way in a space approved by the City. Trees planted must be at least 1.5" in diameter and be a tree from the City approved list. The Individual/Contractor has 365 days from the tree removal to plant trees or the deposit will be forfeited to the Environmental Department to plant trees.
e Overweight/Wide loads on Local Streets	$200.00	202.449.0000.681040.	
f Street Cut Penalty	$2,000.00 each	202.449.0000.632020.	
e Work Without a Permit Fee	$ 500.00 each	202.449.0000.681040.	
f Annual Right of Way Permit Annual Permit fees waived for nonprofit organizations.	$750.00	202.449.0000.681040.	Permits valid for Calendar Year January 1 – December 31.
DPW Document Copies		591.536.0000.681040.	
(Maps 18" X 24" and larger)	$ 15.00		
DPW GIS Map Production	$50.00/hr.	591.536.0000.681040.	Production of Deliverables that do not currently exist. First print/PDF included (Minimum of one hour, estimate provided.)
Commissioned DPW GIS Work (Custom map production, analysis, DPW GIS Services)			
Printed Maps	$ 15.00 each	591.536.0000.681040.	Printing of previously compiled maps/media. (Letter, ledger, 36" or 42" print sizes available)

PUBLIC WORKS DEPARTMENT
SIGN & SIGNAL DIVISION
Business Unit 5430

Street Sign Resale	$ 25.00

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
Business Unit 4440 (now Organization Set - 591.23.4440)

	Description	Current Charges				Account Credited
Water Service						
Installation						591.536.0000.616230.
a	Residential (¾" or smaller water meter)	$4,200.00 each	For existing tap and view or normal initial service line construction. Extenuating Circumstance may incur additional costs			
b	Other	Time & Materials				
Service and Meter Size		Construction	Capacity Fee	Meter Setting Fee	Total	591.536.0000.616230.
a	Residential Water Service 5/8"	Estimate	$610.00	$60.00	TBD	
b	Residential Water Service 3/4"	Estimate	$915.00	$60.00	TBD	
c	Residential Water Service 1" Meter	Estimate	$1,525.00	$60.00	TBD	
d	Commercial Water Service 1 ½"	Estimate	$3,050.00	$60.00	TBD	
e	Commercial Water Service 2"	Estimate	$4,880.00	$60.00	TBD	
f	Commercial Water Service 3"	Estimate	$9,150.00	$60.00	TBD	
g	Commercial Water Service 4"	Estimate	$15,250.00	$60.00	TBD	
h	Commercial Water Service 6"	Estimate	$30,500.00	$60.00	TBD	
i	Commercial Water Service 8"	Estimate	$48,800.00	$60.00	TBD	
j	Commercial Water Service 10"	Estimate	$70,150.00	$60.00	TBD	
Sewer Services (Sanitary)						591.536.0000.616230.
Installation						
a	Residential (¾" or smaller water meter)	$4,200.00	For existing tap and view or normal initial service line construction. Extenuating Circumstance may incur additional costs			
b	Other	Time & Materials				
Capacity		Construction	Capacity Fee	Total		590.537.0000.615110.
a	1" Service with a 5/8" Meter	Estimate Provided	$740.00	TBD		
b	1" Service with a 3/4" Meter	Estimate Provided	$1,110.01	TBD		
c	1" Service with a 1" Meter	Estimate Provided	$1,850.01	TBD		
d	2" Service with a 1 ½" Meter	Estimate Provided	$3,700.00	TBD		
e	2" Service with a 2" Meter	Estimate Provided	$5,920.00	TBD		
f	4" Service with a 3" Meter	Estimate Provided	$11,100.00	TBD		
g	4" Service with a 4" Meter	Estimate Provided	$18,500.00	TBD		
h	6" Service with a 6" Meter	Estimate Provided	$37,000.00	TBD		
i	8" Service with a 8" Meter	Estimate Provided	$59,200.00	TBD		
j	10" Service with a 8" Meter	Estimate Provided	$85,100.00	TBD		
Sewer Services (Storm)						
Installation						
a	All		**Time and Materials**			

TREASURER

Business Unit 2540

The Treasurer's Office is responsible for the receipting of all funds due the City. The Treasurer also prepares and collects property tax bills, special assessment bills and collects utility bills, dog licenses, parking violations, delinquent personal property tax, City Income Tax and miscellaneous invoices.

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Dog/Cat Licenses			
a Non-neutered	$20.00	101.430.0000.479060.	
b Neutered - One year license	$5.00	101.430.0000.479060.	
c Neutered - Three year license	$12.00	101.430.0000.479060.	
Service animal	Free		Signed affidavit by owner
d Replacement fee	$5.00	101.430.0000.479060.	
Kennel Licenses			
a Less than 11 dogs and/or cats	$10.00	101.430.0000.479060.	
b Eleven or more dogs and/or cats	$25.00	101.430.0000.479060.	
c Late charge	Double original fee	101.430.0000.479060.	
Kennel Inspection Fee			
a 3-10 Dogs and/or Cats	$40.00	101.430.0000.629150.	
b 11-30 Dogs and/or Cats	$65.00	101.430.0000.629150.	
c 31+ Dogs and/or Cats	$105.00	101.430.0000.629150.	
Return Check or Bank Draft and Credit Card Chargeback/Return Fee	$35.00	101.253.0000.681040.	
Late fee on City miscellaneous invoices	1.50%/month/ maximum	(Invoicing dept. #) 664.090	
Credit/Debit Card Service Fee	3.95%	Minimum $2.50	
Electronic Check Fee	$1.95		
IVR – Credit/Debit Card Fee	3.95% +	$.50 per transaction	

UTILITY BILLING

Business Unit 5570

The Water Billing Division is responsible for mailing monthly invoices to users of the City's water, sewer and refuse services. In addition, the Division responds to customer needs in areas such as: turn-ons and turn-offs, high bill complaints and payment arrangements.

Description		Current Charges	Account Credited	Additional Requirements/Insurance
Water turn-on charge		$60.00	591.536.0000.616010.	Fee charged for water turn on (new account turn on does not apply)
Missed Appointment Fee		$30.00	591.536.0000.616010.	
Metering Equipment Charges		Equipment Cost	Setting Fee	Total Charge
a	5/8" Positive Displacement	$ 98.00	$60.00	$158.00
b	3/4" Positive Displacement	$135.00	$60.00	$195.00
c	1" Positive Displacement	$210.00	$60.00	$270.00
d	1 1/2" Positive Displacement	$500.00	$60.00	$560.00
e	2" Positive Displacement	$750.00	$60.00	$810.00
f	1 1/2" Turbine Class II	$880.00	$60.00	$940.00
g	2" Turbine Class II	$950.00	$60.00	$1,010.00
h	3" Turbine Class II	$1,500.00	$60.00	$1,560.00
i	4" Turbine Class II	$1,800.00	$60.00	$1,860.00
j	6" Turbine Class II	$3,100	$60.00	$3,170.00
k	8" Turbine Class II	$3,720.15	$60.00	$3,780.15
l	10" Turbine Class II	$6,200.00	$60.00	$6,260
m	2" Compound	$2,000.00	$60.00	$2,060.00
n	3" Compound	2,750.00	$60.00	$2,810.00
o	4" Compound	$3,500.00	$60.00	$3,560.00
p	6" Compound	$5,000.00	$60.00	$5,060.00
r	R900 Radio transmitter	$80.00	$60.00	$140.00
s	R900 Radio transmitter pit unit	$108.00	$60.00	$168.00
t	5/8" Mach 10 Ultrasonic	$ 250.00	$60.00	$ 310.00
u	3/4" Mach 10 Ultrasonic	$ 299.00	$60.00	$ 359.00
v	1" Mach 10 Ultrasonic	$ 350.00	$60.00	$ 410.00
w	1 1/2" Mach 10 Ultrasonic	$ 799.00	$60.00	$ 859.00
x	2" Mach 10 Ultrasonic	$ 950.00	$60.00	$ 1,010.00
y	3" Mach 10 Ultrasonic	$2038.50	$60.00	2098.50
z	4" Mach 10 Ultrasonic	$2950.50	$60.00	$3,010.50
aa	6" Mach 10 Ultrasonic	$4446.50	$60.00	4506.50
Ab	8" Mach 10 Ultrasonic	$6851.50	$60.00	$6911.50
Call in charge, includes $60 turn on fee		$215.00 per incident	591.536.0000.616010.	Regular Business hours 7:30 a.m. – 4:00
Monthly Water Commodity Charge			591.536.0000.616010.	Rate per 100 cubic feet (748 Gallons)
	All metered water	$1.64	**7/1/25-6/30/26**	

UTILITY BILLING
Business Unit 5570 (continued)

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Monthly Water Readiness to Serve Charge		591.536.0000616010	
Inside City	**7/1/25-6/30/26**		
a 5/8” meter	$15.04		
b 3/4” meter	$21.36		
c 1” meter	$33.96		
d 1 ½ “ meter	$65.51		
e 2” meter	$103.35		
f 3” meter	$191.65		
g 4” meter	$317.81		
h 6" meter	$633.16		
i 8” meter	$1,011.61		
j 10” meter	$1,453.13		
k Over 10”	Calculated at the time of permit		
Monthly Fire Sprinkler Charge (based on proportional cost allocation)		591.536.0000.61601	
Inside City	**7/1/25-6/30/26**		
a 2” Tap	$11.77		
b 3” Tap	$22.08		
c 4” Tap	$36.80		
d 6” Tap	$73.61		
e 8” Tap	$117.78		
f 10” Tap	$169.29		
g 12” Tap	$243.78		
Hydrant meter fees:		591.536.0000.61601	
Permitted Hydrant Use	Security Deposit	Fee: Metering Equipment Setting	Consumption @ 1.5 times Current City of BC rate
1” Metered Garden Hose	$300.00	$60.00	See rate schedule
3” Metered Fire Hose	$1,500.00	$60.00	See rate schedule
3” Daily Unmetered Hose	$300.00	$60.00 Set up and hydrant Operation training	$65.00 per additional day, not billed on consumption
1” Daily Unmetered Hose	$150.00	$60.00 Set up and hydrant Operation training	$30.00 per additional day, not billed on consumption
Loading Fee (1/2 Hr. wage)	1 day of 3" Ready to Serve		Consumption @ Current City of BC
Bulk Water @ DPW Building	$11.14	$5.27	See rate table

UTILITY BILLING
Business Unit 5570 (continued)

Description	Current Charges	Account Credited	Additional Requirements/Insurance
Sewer charge/100 cubic feet	$4.17	591.536.0000.61601	
Monthly Sewer Readiness Charge – (prorated on bills)		591.536.0000.61601	
(inside City & outside City customers billed by City)	**7/1/25-6/30/26**		
a 5/8” meter	$18.45		
b 3/4” meter	$26.60		
c 1” meter	$42.88		
d 1 ½“ meter	$83.60		
e 2” meter	$132.44		
f 3” meter	$246.42		
g 4” meter	$409.22		
h 6" meter	$816.29		
i 8” meter	$1,304.75		
j 10” meter	$1,874.63		
Industrial Pretreatment Program (IPP)			
BOD and Suspended Solids Charges	**7/1/25-6/30/26**		
BOD (per pound over 300 mg/l)	$0.2600		
SS (per pound over 300 mg/l)	$0.4400		
Sampling (per sample)	$361.26		
Flat Rate Monthly Sewer Usage Charge			
Per Residential Equivalent Unit	**7/1/25-6/30/26**		
Inside City	$49.73		
Solid Waste (Garbage) Collection Charges			
Garbage Rates (based on 30 days)	**7/1/25-6/30/26**		
a Curb	$23.25		
b Curb discount	$14.79		
c Backyard	$36.09		
d Backyard discount	$22.93		
Tenant Deposits		591.000.0000.25501	
a Water	**Three times Ready to Service Charge (per largest meter size presently installed)**		
b Sewer	**Three times Ready to Service Charge (per largest meter size presently installed)**		
c Garbage	**Three times 30 day rate currently in effect**		
Return Check or Bank Draft and Credit Card Chargeback/Return Fee	$35.00	591.536.0000.681050.	
Opt-Out Exception Meter Reading Fee (as defined in the Exception Request - Automated Meter Read Device "Opt-Out" form)	$60.00/quarter	Completion of Exception Request, appointment scheduled during the 3rd month of every quarter of the year & provide access to the water meter.	

BATTLE CREEK EXECUTIVE AIRPORT AT KELLOGG FIELD

Business Unit 1580

The Battle Creek Executive Airport (BTL) at Kellogg Field's mission is to maintain and leverage safe, secure, and efficient infrastructure that 1) fosters an environment for diverse, high-quality aviation products, services, and facilities 2) sustains and enhances economic development and 3) connects the Battle Creek community to the national air transportation system and the world. BTL operates a 10,004-foot primary runway, a 4,100 foot parallel runway, and a 4,835-foot crosswind runway. Duncan Aviation and Centennial Aircraft Services provide the public with Fixed Base Operator (FBO) services such as fuel, engine maintenance, avionics, etc. Duncan Aviation also provides complete aircraft remanufacturing services, while Waco Aircraft Corp.is an FAA certified aircraft manufacturer. Other major tenants include the Western Michigan University College of Aviation, the FAA Great Lakes Region Flight Inspection Field Office, as well as the Michigan Air National Guard.

Description		Current Charges	Account Credited	Additional
Gross aircraft landing weight fee				
a	Less than 8,000 lbs.	**Free**		
b	8,000 to 12,500 lbs.	$58.00		
c	12,501 to 24,999 lbs.	$91.00		
d	25,000 to 54,999 lbs.	$153.00		
e	55,000 to 89,999 lbs.	$206.00		
f	90,000 to 129,999 lbs.	$309.00		
g	130,000+ lbs.	$2.75per 1,000lbs		
Fuel flowage fee		$0.15/gallon		
T-hangar key fee		$38.00		Includes 2 keys, non-refundable
Additional T-hangar keys		$16.50/each key		Non-refundable
Airport Badge - New		$42.00/badge		Non-refundable
Airport Badge with Driving Privileges - New		$74.00/badge		Non-refundable
Airport Badge with Driving Privileges - Renewal		$58.00/badge		Non-refundable
Replace Lost/Stolen Badge/Unreturned - 1st occurrence		$110.00/badge	581.595.0000.628080.	Non-refundable
Replace Lost/Stolen Badge/Unreturned - 2nd occurrence		$165.00/badge	581.595.0000.628080.	Non-refundable
Replace Worn out/Damaged Badge		$35.00/badge		Non-refundable

Landing Fee Exemptions: The Battle Creek Executive Airport will waive landing fees for the following: based aircraft, military aircraft, and non-profit agencies. Any other requests to waive a landing fee will be determined by Airport Management.

BATTLE CREEK EXECUTIVE AIRPORT AT KELLOGG FIELD
Business Unit 1580 (continued)

Description	Current Charges	Account Credited	Additional Requirements/Insurance
T-Hangar Rental Rates			
A Slide Door Width – 39’ 9” Depth – 31’ 4” Tail Width – 12’ 5” Hangar #3 & #8 offers extra storage space	$146.00/month		Insurance requirements set by City.
B Electric Bi-Fold Door Width – 41’ 6” Depth – 32’ Tail Width – 20’ 6” Height Clearance – 11’ 11”	$182.00/month	581.595.0000.628060.	Insurance requirements set by City.
C End T-Hangars Dimensions – Same As Above Each Hangar offers extra storage space	$203.00/month		Insurance requirements set by City.
D Electric Bi-Fold Door Width – 42’ Depth – 33’ Height Clearance – 12’	$233.00/month		Insurance requirements set by City.
E Electric Bi-Fold Door Width – 43’ 6” Depth – 38’ Tail Width – 21’ 7” Height Clearance – 13’ 11” Hangar #46 offers extra storage space	$242.00/month		Insurance requirements set by City.
Airport owned/operated Open Tie-Down	$45.00/month	581.595.0000.681040.	Insurance requirements set by City.

Note: 1) Lease agreement required.
2) Insurance requirements determined by the City's Risk Manager and all policies shall name Lessor as additional insured.
3) Lessee shall pay a late fee equal to 10% of the monthly rent payment each time the rent has not been paid within seven (7) calendar days after it was first due.

Resolution No: 363

City Commission Meeting 4/7/2026

363 - A Resolution approving a Brownfield Plan for the proposed Allen Edwin Homes redevelopment projects, Outpost Terrace and Eldred Corner.

Battle Creek City Commission

Action Summary

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

Summary
RESOLUTION NO. 363

Resolved by the Commission of the City of Battle Creek:

That the City of Battle Creek, in accordance with the Brownfield Redevelopment Financing Act, Public Act 381 of 1996 as amended, held a public hearing on April 7, 2026, on the Brownfield Plan for the proposed Allen Edwin Homes redevelopment projects, Outpost Terrace and Eldred Corner in Battle Creek. After considering input from the public hearing, the City Commission determined that the Brownfield Plan for the proposed Allen Edwin Homes redevelopment projects:

a. Meets the requirements of Section 13 and 13b of the Brownfield Redevelopment Act;
b. The proposed method of financing is feasible and the Authority has the ability to arrange the financing;
c. The cost of eligible activities proposed are reasonable and necessary to carry out the purposes of the act;
d. The amount of captured taxable value estimated to result from adoption of the plan is reasonable.

The Battle Creek City Commission thus approves the attached Brownfield Plan for the proposed Allen Edwin Homes redevelopment projects, Outpost Terrace and Eldred Corner in Battle Creek.

Budgetary Considerations
If approved, the Plan will include tax increment financing to cover eligible project costs

identified in the Plan.

History, Background and Discussion
Developer Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC, affiliated entities of Allen Edwin Homes, with support from Brownfield consultant Michigan Growth Advisors, have proposed an Act 381 Brownfield Plan for the redevelopment of six vacant parcels totaling approximately 43.75 acres located within the City of Battle Creek. The properties are commonly referred to as the Outpost Terrace and Eldred Corner sites and are located along N East Avenue, Berkley Avenue, Eaton Street, and N 20th Street.

The proposed redevelopment includes the construction of approximately 116 new single family homes, including a portion of income-restricted rental housing units. The development is proposed to occur across three project areas: Outpost Terrace East, Outpost Terrace North, and Eldred Corner. The total capital investment across all project sites is estimated to be approximately $35 million, with construction anticipated to begin in Summer 2026 and occur in phases through approximately 2031, depending on the project site.

The properties are considered “eligible property” under Act 381 based on their classification as “Housing Property”, as defined in Section 2(y) of the Act, due to the proposed construction of residential housing units.

Housing Need:

2024 HR&A Study:

- As identified in the 2024 HR&A Battle Creek Housing Action Plan, the City of Battle Creek currently faces a significant housing shortage, including an estimated 1,200 unit rental supply deficit for households earning above 80% AMI.
- In addition, anticipated job growth associated with the Ford BlueOval Battery Park project in Marshall is expected to generate demand for an additional 2,800 housing units over the next five years, including both rental and owner-occupied housing.
- The Plan further identifies a growing demand for new single family housing, particularly for households earning above 80% AMI, as well as a limited supply of newer housing stock within the City.

The proposed Outpost Terrace and Eldred Corner developments directly respond to these identified housing needs by introducing new single-family housing options, including income-restricted rental units, within established residential neighborhoods in Battle Creek.

Capture:

The duration of the Brownfield Plan is anticipated to be up to 30 years, inclusive of tax increment revenue (TIR) capture for reimbursement of eligible activities, followed by an additional capture period dedicated to the Local Brownfield Revolving Loan Fund (LBRF), as permitted under Act 381. The total amount of eligible activities under the Plan is estimated at approximately $23.6 million.

Of the total tax increment revenues anticipated to be captured over the life of the Plan:

- Approximately $12.9 million represents the maximum potential reimbursement to the developer for eligible environmental and non-environmental activities;
- Approximately $6.5 million is anticipated to be captured and deposited into the Local Brownfield Revolving Fund (LBRF);
- Approximately $1.6 million is anticipated to be captured by the State Brownfield Redevelopment Fund; and
- Approximately $2.6 million is anticipated to be captured by the Battle Creek Brownfield Redevelopment Authority to cover administrative and implementation costs.

Actual reimbursement amounts are dependent on construction timing, taxable value growth, and submission and approval of eligible cost documentation in accordance with Act 381 and the approved Brownfield Plan.

Outcomes:

- 116 new single family homes constructed across six parcels
- 45 income restricted rental units (approximately 39% of total units) restricted at 100% AMI for a 10-year affordability period
- Approximately $35 million in new private investment
- Phased residential development across three project areas
- New public infrastructure including roads, utilities, sidewalks, and site improvements
- Long term addition to the City's housing stock addressing identified housing shortages
- Capture to Local Brownfield Revolving Fund, State Brownfield Redevelopment Fund, and BCBRA administrative expenses over the life of the plan

Staff Reimbursement Agreement Review:

Staff has reviewed a draft Brownfield Plan Reimbursement Agreement between the BCBRA and Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC. The agreement establishes how eligible project costs may be reimbursed using tax increment revenues generated by the development, consistent with the approved Brownfield Plan and Act 381.

Key Terms Include:

- Developer reimbursement is contingent upon submission of a cost reimbursement request in accordance with the Plan.
- Approximately 45 of 116 homes (=39%) will be maintained as income-restricted rental housing at 100% AMI for a minimum 10-year affordability period.
- The developer must submit income and rent documentation and reporting pursuant to Act 381 reporting requirements under MCL 125.2666(7,9).

Positions

The Battle Creek Brownfield Redevelopment Authority approved this plan at their February 23, 2026 meeting.

Attachments

1.	4a.2026-01-22_BCBRA_AllenEdwin_BrownfieldPlan_Summary_JH	4a.2026-01-22_BCBRA_AllenEdwin_BrownfieldPlan_Summary_JH.pdf
2.	4c.Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC Brownfield Plan 4918-4743-2330 v.2	4c.Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC Brownfield Plan 4918-4743-2330 v.2.pdf
3.	2026-02-23_AllenEdwin_BCBRAResolution_Notarized_JH (2)	2026-02-23_AllenEdwin_BCBRAResolution_Notarized_JH (2).pdf

Action Item #5

Act 381 Brownfield Plan and Reimbursement Agreement (Resolution)
Outpost Terrace and Eldred Corner

General Background:

Developer Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC, affiliated entities of Allen Edwin Homes, with support form brownfield consultant Michigan Growth Advisors, have proposed an Act 381 Brownfield Plan for the redevelopment of six vacant parcels totaling approximately 43.75 acres located within the City of Battle Creek. The properties are commonly referred to as the Outpost Terrace and Eldred Corner sites and are located along N East Avenue, Berkley Avenue, Eaton Street, and N 20th Street.

The proposed redevelopment includes the construction of approximately 116 new single family homes, including a portion of income restricted rental housing units. The development is proposed to occur across three project areas: Outpost Terrace East, Outpost Terrace North, and Eldred Corner. The total capital investment across all project sites is estimated to be approximately $35 million, with construction anticipated to begin in Summer 2026 and occur in phases through approximately 2031, depending on the project site.

The properties are considered “eligible property” under Act 381 based on their classification as “Housing Property”, as defined in Section 2(y) of the Act, due to the proposed construction of residential housing units.

Housing Need:

2024 HR&A Study:

- As identified in the 2024 HR&A Battle Creek Housing Action Plan, the City of Battle Creek currently faces a significant housing shortage, including an estimated 1,200 unit rental supply deficit for households earing above 80% AMI.
- In addition, anticipated job growth associated with the Ford BlueOval Battery Park project in Marshall is expected to generate demand for an additional 2,800 housing units over the next five years, including both rental and owner occupied housing.
- The Plan further identifies a growing demand for new single family housing, particularly for households earning above 80% AMI, as well as a limited supply of newer housing stock within the City.

The proposed Outpost Terrace and Eldred Corner developments directly respond to these identified housing needs by introducing new single family housing options, including income restricted rental units, within established residential neighborhoods in Battle Creek.

Eligible Costs:

EGLE Eligible Activities Costs and Schedule				
EGLE Eligible Activities	Outpost Terrace East	Outpost Terrace North	Eldred Corner	Completion Season/Year
Department Specific Activities Sub-Total	$ -	$ -	$ 3,000	
Environmental Site Assessments	$ -	$ -	$ 3,000	
EGLE Eligible Activities Sub-Total	$ -	$ -	$ 3,000	
MSDHA Housing Development Activities Costs and Schedule				
MSHDA Eligible Activities	Cost	Cost	Cost	Completion Season/Year
Demolition Sub-Total	$ -	$ -	$ 133,833	Fall 2028
Site Demolition	$ -	$ -	$ 133,833	
Infrastructure Sub-Total	$ 692,205	$ 2,385,844	$ 1,191,034	Fall 2031
Pipework, Roadwork, Sidewalks, ROW Earthwork	$ 371,405	$ 1,208,704	$ 572,380	
Gas Infrastructure	$ 20,000	$ 33,840	$ 34,000	
Street Lighting and Electric infrastructure	$ 5,000	$ 198,000	$ 32,564	
Sewer and Water Connections and Fees	$ 134,400	$ 214,500	$ 181,390	
Gas and Electric Service	$ 9,600	$ 39,600	$ 20,400	
Sidewalk	$ -	$ 39,600	$ 20,400	
Driveways and Approaches	$ 68,800	$ 283,800	$ 163,200	
Landscaping	$ -	$ 55,000	$ 8,000	
Street Trees	$ -	$ 19,800	$ 18,700	
Engineering and design of the above	$ 83,000	$ 293,000	$ 140,000	
Site Preparation Sub-Total	$ 235,670	$ 1,068,470	$ 330,133	Fall 2031
Site Clearing	$ 22,750	$ 104,000	$ 10,500	
Soil Erosion Control	$ 72,000	$ 78,250	$ 58,253	
Stripping and Excavation	$ 26,720	$ 110,220	$ 56,780	
Fill	$ 32,000	$ 132,000	$ 68,000	
Grading	$ 60,400	$ 554,900	$ 94,100	
Backfill and Land Balancing	$ 20,000	$ 82,500	$ 42,500	
Temporary Drives	$ 1,800	$ 6,600		
Affordable Housing Financing Gap	$ 1,460,520	$ 5,842,080	$ 3,651,300	
Brownfield Plan/Act 381 Work Plan	$ 10,000	$ 10,000	$ 10,000	Winter 2026
Brownfield Plan Implementation	$ 16,666	$ 16,668	$ 16,666	
MSHDA Eligible Activities Sub-Total	$ 2,415,061	$ 9,323,062	$ 5,332,966	
Contingency (15%)	$ 139,181	$ 518,147	$ 165,500	
Interest	$ 857,431	$ 3,273,939	$ 1,580,994	
Total Brownfield Eligible Activities	$ 3,411,673	$ 13,115,148	$ 7,082,460	

Capture:

The duration of the Brownfield Plan is anticipated to be up to 30 years, inclusive of tax increment revenue (TIR) capture for reimbursement of eligible activities, followed by an additional capture period dedicated to the Local Brownfield Revolving Loan Fund (LBRF), as permitted under Act 381. The total amount of eligible activities under the Plan is estimated at approximately $23.6 million.

Of the total tax increment revenues anticipated to be captured over the life of the Plan:

- Approximately $12.9 million represents the maximum potential reimbursement to the developer for eligible environmental and non environmental activities;
- Approximately $6.5 million is anticipated to be captured and deposited into the Local Brownfield Revolving Fund (LBRF);
- Approximately $1.6 million is anticipated to be captured by the State Brownfield Redevelopment Fund; and
- Approximately $2.6 million is anticipated to be captured by the Battle Creek Brownfield Redevelopment Authority to cover administrative and implementation costs.

Actual reimbursement amounts are dependent on construction timing, taxable value growth, and submission and approval of eligible cost documentation in accordance with Act 381 and the approved Brownfield Plan.

Outcomes:

- 116 new single family homes constructed across six parcels
- 45 income restricted rental units (approximately 39% of total units) restricted at 100% AMI for a 10 year affordability period
- Approximately $35 million in new private investment
- Phased residential development across three project areas
- New public infrastructure including roads, utilities, sidewalks, and site improvements
- Long term addition to the City's housing stock addressing identified housing shortages
- Capture to the Local Brownfield Revolving Fund, State Brownfield Redevelopment Fund, and BCBRA administrative expenses over the life of the plan

Staff Reimbursement Agreement Review:

Staff has reviewed a draft Brownfield Plan Reimbursement Agreement between the BCBRA and Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC. The agreement establishes how eligible project costs may be reimbursed using tax increment revenues generated by the development, consistent with the approved Brownfield Plan and Act 381.

Key Terms Include:

- Developer reimbursement is contingent upon submission of cost reimbursement request in accordance with the Plan
- Approximately 45 of 116 homes (=39%) will be maintained as income restricted rental housing at 100% AMI for a minimum 10 year affordability period.

- The developer must submit income and rent documentation and reporting pursuant to Act 381 reporting requirements under MCL 125.2666(7,9).

Staff Recommendation:

******Approve the attached resolution recommending City Commission approval of the Outpost Terrace and Eldred Corner Act 381 Brownfield Plan.******

ACT 381 BROWNFIELD PLAN

Swan WFH Outpost Terrace, LLC and Swan WFH Eldred Corner, LLC
Outpost Terrace and Eldred Corner
V/L and V/L N East Avenue, V/L and V/L Eaton St, V/L Berkley Ave, and 80 N 20th Street
Calhoun County, City of Battle Creek
Battle Creek Brownfield Redevelopment Authority

January 21, 2026

Prepared by
Michigan Growth Advisors
100 W Michigan Avenue
Suite #200
Kalamazoo, MI 49007

Approved by the Battle Creek Brownfield Redevelopment Authority on February 23, 2026

Approved by the Battle Creek City Commission on _____

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Attachment C Site Plan
Attachment D Housing Study

ACT 381 BROWNFIELD PLAN

1.0 INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed redevelopment consists of six vacant parcels totaling approximately 43.75 acres in the City of Battle Creek. The project will involve preparing the sites for development to make way for 116 single family homes on the three properties. Of the 116 new single-family homes, 45 (39% of the development) are expected to be income-restricted rentals at 100% of Area Median Income ("AMI") rents for a duration of 10 years. This Brownfield Plan is inclusive of three developments contemplated by affiliated entities of Allen Edwin Homes, one of Michigan's largest home builders with 30 years of building experience and over 10,000 homes built. The Outpost Terrace – East project will be developed on the 3.53-acre property located at V/L N East Avenue (Parcel ID #52-4330-00-088-0). The Outpost Terrace – North project will be developed on four parcels totaling approximately 26.8 acres (Parcel ID #52-0231-23-852-0, #52-3340-00-162-0, #52-3340-00-123-0, and #52-3340-00-124-0). The Eldred Corner project will be developed on the 13.42-acre property located at 80 N 20th St (Parcel ID #52-0611-35-673-0). A detailed description of each development is provided below. In total, the developments represent approximately $35 million in investment, with construction on the project sites expected in the Summer of 2026.

The Outpost Terrace – East project located at V/L N East Avenue (Parcel ID #52-4330-00-088-0) is expected to include the construction of 16 new single-family homes on the 3.53-acre site. The homes are expected to be built over a 2-year period, including approximately 8 homes constructed per year. This project intends to income restrict 6 homes (38% of the project) at 100% AMI rents for a duration of 10 years. The homes, inclusive of the income-restricted units, are expected to be four-bedroom single family homes. The homes will be accessible directly from N East Avenue and will be adjacent to the existing single-family home subdivision accessible from Berkley Avenue and Eaton Street along East N Avenue. Construction on this project is expected to begin in Summer 2026 and be completed by fall 2028. The capital investment of the Outpost Terrace – East project is approximately $4.9 million.

The Outpost Terrace – North project located at V/L N East Avenue (Parcel ID: #52-1231-23-852-0), V/L Berkley Avenue (Parcel ID #52-3340-00-162-0), V/L Eaton Street (Parcel ID #52-3340-00-123-0) and V/L Eaton Street (Parcel ID #52-3340-00-124-0) is expected to include the construction of 66 new single-family homes on the parcels totaling 26.8 acres. The homes are expected to be built over a 6-year period, including approximately 11 homes constructed per year. This project intends to income restrict 24 homes (36% of the project) at 100% AMI rents for a duration of 10 years. The homes, inclusive of the income-restricted units, are expected to be

four-bedroom single family homes. The homes will be accessible from Berkley Avenue off of East N Avenue. The project is directly north of an existing subdivision, and directly north of the Outpost Terrace – East project location. Construction on this project is expected to begin in Summer 2026 and be completed by fall 2031. The capital investment of the Outpost Terrace – North project is approximately $20 million.

The Eldred Corner project located at 80 N 20th St (Parcel ID #52-0611-35-673-0) is expected to include the construction of 34 single-family homes on the 13.42-acre site. The homes are expected to be built over a 3-year construction period, including approximately 11 homes constructed per year. This project intends to income restrict 15 homes (44% of the project) at 100% AMI rents for a duration of 10 years. The homes, inclusive of the income-restricted units, are expected to be four-bedroom single family homes. The project is located at the southeast corner of the intersection of Eldred Street and N 20th Street and will include a cul-de-sac into the development for access to homes. The project is in a primarily single-family home area and under a mile from restaurant and commercial establishments along W Columbia Avenue. Construction on this project is expected to being in Summer 2026 and be completed by fall 2028. The capital investment of the Eldred Corner project is approximately $10.2 million.

1.2 Identification of Housing Need

Specific Housing Need

A Housing Action Plan dated March 2024 was completed by H&R Advisors in partnership with the City of Battle Creek, Battle Creek Unlimited, and the W.K. Kellogg Foundation. There is an approximately 1,200 rental supply shortage that exists today in Battle Creek for renters with household income above 80% AMI. As a result of the job creation and anticipated housing demand derived from the Ford BlueOval project in Marshall, Michigan there is anticipated to be a 2,800-housing unit deficit for renter households making more than $60,000 annually over the next 5 years. There is an existing demand for approximately 470 new owner-occupied housing units in the City of Battle Creek, which is expected to grow to a demand of 1,540 new for-sale homes as a result of the BlueOval project.

Additionally, Battle Creek's housing stock is aging. Only 9% of all occupied housing units were built after 2000, and 55% of the occupied housing stock was built prior to 1960. The creation of new single-family homes in this area will help stabilize the aging housing market in the City of Battle Creek.

Job Growth Data

According to the Battle Creek Housing Action Plan, there are an estimated 1,840 to 3,740 net new workers in Kalamazoo and Calhoun Counties as a result of the direct and indirect employment from the BlueOval project contemplated in Marshall, Michigan. The project is expected to create approximately 1,700 direct jobs and an

additional 2,040 indirect and induced jobs in the area. Assuming the City of Battle Creek captures 50% to 75% of the new employment, there is an anticipated demand for approximately 550 to 1,690 new renter households in the City of Battle Creek and approximately 350 to 1,070 new owner-occupied households in the City of Battle Creek. The BlueOval project is expected to be partially operational in 2026, indicating new supply of housing is necessary quickly for the City of Battle Creek to support these new jobs.

1.3 Eligible Property Information

Basis of Eligibility

Section 2(y)(i) of Public Act 381 of 1996 ("Act 381"), as amended, defines "Housing Property" as "A property on which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designated to be used as a dwelling." The development proposes 116 housing units on Parcels #52-4330-00-088-0, #52-0231-23-852-0, #52-3340-00-162-0, #52-3340-00-123-0, #52-3340-00-124-0, and #52-0611-35-673-0; thus these parcels are eligible property under Act 381.

Location and Legal Description

Outpost Terrace – East Eligible Property

V/L N East Ave Parcel ID: 52-4330-00-088-0 3.53 Acres
Battle Creek, MI 49017

Legal Description:

PARTS OF LOTS 38 THRU 42 OF SUPRS PLAT OF IRVING PARK: COMM E 1/4 POST OF SEC 31, T2S R7W - N 00 DEG 13 MIN W ALG E LI OF SD SEC 1745.46 FT - S 89 DEG 47 MIN W 33 FT TO SW COR OF BERKLEY & EAST AVES, SD PT BEING TRUE POB - S 00 DEG 13 MIN E ALG E LI OF LOTS 41, 40, 39, & 38 DIST OF 1242.37 FT - S 89 DEG 54 MIN W 119.54 FT - N 00 DEG 06 MIN W ALG E LI OF LOTS 164 THRU 177 OF GARRISON HILLS SUB NO 3 DIST OF 1031.67 FT - N 26 DEG 16 IN W 179.79 FT - NELY ALG SLY LI OF BERKLEY AVE & ARC TO RT 204.04 FT (RAD 428.76 FT; CHORD BRG N 76 DEG 09 MIN E 202.12 FT) TO POB, CONT 3.54 AC M/L

Outpost Terrace – North Eligible Property

V/L N East Ave Parcel ID: 52-0231-23-852-0 25.97 Acres
Battle Creek, MI 49017

Legal Description:

SUPRS PLAT OF IRVING PARK PART OF LOTS 42, 43 & 44: BEG NE COR OF SD LOT 44 AT PT 33 FT WLY OF NE COR OF SEC 31, T1S R8W – S 00° 13′ E ALG ELY LI OF SD LOTS 44 & 43 DIST OF 593.34 FT – S 89° 47′ W 240 FT – S 07° 47′ W 107.13 FT – SELY ALG ARC TO RT 23.3 FT (RAD 117.04; CHORD BRG S 38° 15′ 11″ E 23.26 FT) – S 32° 33′ E 74.87 FT – SELY ALG ARC TO RT 64.94 FT (RAD 383.56 FT; CHORD BRG S 27° 42′ W 64.86 FT) – S 22° 51′ E 25.6 FT TO NLY LI OF BERKLEY AVE AS SHOWN IN PLAT OF GARRISON HILLS SUB NO 3 – SWLY ALG SD NLY LI & ARC TO RT DIST OF 71.73 FT (RAD 494.75 FT; CHORD BRG S 66° 40′ 06″ W 71.67 FT) TO ELY MOST COR OF LOT 162 ACCORDING TO SD PLAT OF GARRISON HILLS SUB NO

3 – WLY ALG NLY LI OF SD PLAT AND PLAT OF GARRISON HILLS SUB NO 2 THE FOLLOWING COURSES: N 27° 29′ W 120 FT – S 62° 31′ W 230.11 FT – S 71° 34′ W 222.12 FT – S 89° 54′ W 591 FT – N 00° 06′ W ALG W LI OF SD LOTS 42, 43 & 44 DIST OF 983.60 FT TO NW COR OF SD LOT 44 – S 89° 14′ E ALG N LI OF SD LOT DIST OF 1287.40 FT TO POB, CONT 25.97 AC ((1983 THRU 2014, COMPRISED OF PARCELS #4330-00-090-0 & -139-0))

V/L Berkley Ave Parcel ID: 52-3340-00-162-0 0.22 Acres
Battle Creek, MI 49017

Legal Description:
GARRISON HILLS NO 3 LOT 162

V/L Eaton St Parcel ID: 52-3340-00-123-0 0.37 Acres
Battle Creek, MI 49017

Legal Description:
GARRISON HILLS SUB NO 2 LOT 123

V/L Eaton St Parcel ID: 52-3340-00-124-0 0.24 Acres
Battle Creek, MI 49017

Legal Description:
GARRISON HILLS SUB NO 2 LOT 124

Eldred Corner Eligible Property
80 N 20th St Parcel ID: 52-0611-35-673-0 13.42 Acres
Battle Creek, MI 49015

Legal Description:
PART OF SW ¼ OF SW ¼ OF SEC 11, T2S R8W: BEG SW COR OF WIRTS FIRST ADD AT PT ALG W LI OF SD SEC DIST 1362.6 FT S OF W ¼ POST – N 89° 28′ 17″ E ALG S LI OF ELDRED ST AND ITS WLY EXT DIST OF 655.21 FT – S 00° 39′ 19″ E ALG W LI OF PLAT OF WIRTS ACRES DIST OF 631.32 FT TO SW COR OF SD PLAT – S 01° 21′ 11″ E 265.97 FT – N 89° 28′ 07″ W 659.16 FT – N 00° 37′ 05″ W ALG W LI OF SD SEC DIST OF 885.07 FT TO TRUE POB, CONT 13.42 AC, SUBJ TO HWY EASE OVER WLY 33 FT FOR 20TH ST ((2018, RETIRE #0061-00-140-0, SPLIT AND REPLACE WITH PARCELS #0611-35-673-0 & #0611-36-676-0))

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Tax increment revenues will be used to reimburse Swan WFH Eldred Corner, LLC and Swan WFH Outpost Terrace, LLC ("Developer") for the cost of eligible activities as authorized by Act 381. Michigan State Housing Development Authority ("MSHDA") approved non-environmental eligible activities and statutorily approved EGLE environmental eligible activities will be reimbursed with local and school tax increment revenues ("TIR").

Across all projects, the total cost of eligible activities including contingency and interest on unreimbursed eligible activities is anticipated to be $23,609,282. The estimated cost of all eligible activities under this plan are summarized in Table 1.

The total cost of eligible activities including contingency associated with the Outpost Terrace – East project is anticipated to be $2,554,242. Interest on unreimbursed eligible activities is also included as an eligible activity, which is anticipated to be $857,431. Capture to the State Brownfield Redevelopment Fund is anticipated to be $227,261 and capture to the Battle Creek Brownfield Redevelopment Authority for administrative expenses is anticipated to be $378,350.

The total cost of eligible activities including contingency associated with the Outpost Terrace – North project is anticipated to be $9,841,209. Interest on unreimbursed eligible activities is also included as an eligible activity, which is anticipated to be $3,273,939. Capture to the State Brownfield Redevelopment Fund is anticipated to be $876,225 and capture to the Battle Creek Brownfield Redevelopment Authority for administrative expenses is anticipated to be $1,480,620.

The total cost of eligible activities including contingency associated with the Eldred Corners project is anticipated to be $5,501,466. Interest on unreimbursed eligible activities is also included as an eligible activity, which is anticipated to be $1,580,994. Capture to the State Brownfield Redevelopment Fund is anticipated to be $478,103 and capture to the Battle Creek Brownfield Redevelopment Authority for administrative expenses is anticipated to be $758,636.

Environmental Activities

Department specific activities considered under this plan include a Phase I Environmental Site Assessment ("ESA").

Non-Environmental Activities

Because the basis of property eligibility is "Housing Property" under Public Act 381, additional non-environmental costs can be reimbursed through a brownfield plan. This plan provides for reimbursement of eligible "housing development activities" including reimbursement provided to the developer to fill a financing gap associated with the development of housing units priced for income qualified households, and site preparation, demolition, and infrastructure activities that are necessary for new housing development for income qualified households on eligible property.

2.2 Summary of Eligible Activities

2.2..1 Phase I & Phase II ESA, BEA and Due Care Plan

A Phase I ESA will be required for the Eldred Corner project and is anticipated to cost $3,000. This is a cost statutorily approved for reimbursement with school taxes.

2.2..2 Demolition

Site demolition is included as an eligible activity. Site demolition activities are expected to be associated with the Eldred Corner site. Engineering and design of this activity is also included as an eligible activity. The total cost of demolition activities is anticipated to be $133,833.

2.2..3 Infrastructure

Infrastructure activities will include pipework, roads, sidewalks, gas infrastructure, street lighting and electric infrastructure, sewer and water connections and fees, gas and electric service, landscaping, street trees, and driveways. Engineering and design of these activities are also included as eligible activities. The total cost of these infrastructure activities is anticipated to be $4,269,083. The total cost of infrastructure activities associated with the Outpost Terrace – East project is anticipated to be $692,205. The total cost of infrastructure activities associated with the Outpost Terrace – North project is anticipated to be $2,385,844. The total cost of infrastructure activities associated with the Eldred Corner project is anticipated to be $1,191,034.

2.2..4 Site Preparation

Site preparation activities will include clearing, stripping and excavation, fill, grading, backfill and land balancing, temporary construction activities and soil erosion control measures. Engineering and design of these activities are also included as eligible activities. The total cost of these site preparation activities is anticipated to be $1,634,273. The total cost of site preparation activities associated with the Outpost Terrace – East project is anticipated to be $235,670. The total cost of site preparation activities associated with the Outpost Terrace – North project is anticipated to be $1,068,470. The total cost of site preparation activities associated with the Eldred corner site is anticipated to be $330,133.

2.2..5 Interest

Financing costs for the project are considered an eligible activity. This plan allows for 5% simple interest rate on the developer's unreimbursed eligible activities. The total interest associated with eligible activities is anticipated to be $5,712,364. Interest associated with the Outpost Terrace – East project is anticipated to be $857,431. Interest associated with the Outpost Terrace – North project is anticipated to be $3,273,939. Interest associated with the Eldred Corner project is anticipated to be $1,580,994.

2.2..6 Contingency

A 15% contingency on infrastructure, and site preparation costs is included as an eligible activity on the Outpost Terrace – East and Outpost Terrace – North project. A 10% contingency on infrastructure, demolition, and site preparation costs is included as an eligible activity on the Eldred Corner project. The contingency is estimated to be $822,828. The contingency associated with the Outpost Terrace – East project is anticipated to be $139,181. The contingency associated with the Outpost Terrace – North project is anticipated to be $518,147. The contingency associated with the Eldred Corner project is anticipated to be $165,500.

2.2..7 Financing Gap

Housing development activities, related to reimbursement provided to the developer to fill a financing gap associated with the development of housing units priced for income qualified households' units, are included as eligible activities. The financing gap is calculated utilizing the Total Housing Subsidy formula developed by MSHDA with a Control Rent of $3,913 for a 4-bedroom unit. The potential annual rent loss and total rent loss over the term of a 10-year affordability period for each project are delineated in the tables below.

The potential annual rent loss at the Outpost Terrace – East project is estimated to be $146,052 based on project rent of 100% AMI rents in Calhoun County, net of utility allowance in Region C. There are anticipated to be 6 income-restricted units in the Outpost Terrace – East project for a duration of 10 years.

Type	MSHDA Control Rent	Project Rent	Potential Rent Loss	Income Qualified Units	Annual Loss	Total Loss
4-Bed	$3,913	$1,884	$24,342	6	$146,052	$1,460,520

The potential annual rent loss at the Outpost Terrace – North project is estimated to be $584,208 based on the project rent of 100% AMI rents in Calhoun County, net of utility allowance in Region C. There are anticipated to be 24 income-restricted units in the Outpost Terrace – 30-acre project for a duration of 10 years.

Type	MSHDA Control Rent	Project Rent	Potential Rent Loss	Income Qualified Units	Annual Loss	Total Loss
4-Bed	$3,913	$1,884	$24,342	24	$584,208	$5,842,080

The potential annual rent loss at the Eldred Corner project is estimated to be $365,130 based on the project rent of 100% AMI rents in Calhoun County, net of utility allowance in Region C. There are anticipated to be 15 income-restricted units in the Eldred Corner project for a duration of 10 years.

Type	MSHDA Control Rent	Project Rent	Potential Rent Loss	Income Qualified Units	Annual Loss	Total Loss
4-Bed	$3,913	$1,884	$24,342	15	$365,130	$3,651,300

2.2..8 Brownfield Plan and Act 381 Work Preparation

The cost to prepare the Brownfield Plan and Act 381 Work Plan is anticipated to be $30,000.

2.2..9 Brownfield Plan Implementation

The cost of implementing the Brownfield Plan is anticipated to be $50,000.

2.2..10 Local Brownfield Revolving Fund

Local Brownfield Revolving Fund capture is also included in this Plan. Capture to the Local Brownfield Revolving Fund is anticipated to be $6,502,970. The LBRF capture associated with the Outpost Terrace – East project is estimated at $898,487. The LBRF capture associated with the Outpost Terrace – North project is estimated to be $3,762,875. The LBRF capture associated with the Eldred Corner project is estimated to be $1,841,608.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available TIR, including real and personal property TIR.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities will be financed by the developer and reimbursed as outlined in this plan and accompanying development agreement. No advances from the City or County are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

No note or bonded indebtedness for this project is anticipated at this time. Therefore, this section is not applicable.

2.6 Duration of Brownfield Plan

The duration of this plan is estimated to be 30 years, inclusive of 5 years of capture to the Local Brownfield Revolving Fund. It is estimated that capture of tax increment

revenue on all eligible property will begin in 2027, however could be delayed for up to 5 years after the approval of this plan as permitted by Act 381. In no event shall capture extend beyond 30 years as required by Act 381. An analysis showing the reimbursement schedule is attached as Table 3. It is expected that the redevelopment of the properties will start in 2026, and that full recapture of eligible costs and eligible administrative costs of the authority will continue until 2056.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail within Table 2. It is estimated that the rental units will be constructed first, and it is assumed that all for-sale homes will be subject to a homestead exemption. The proportion of homes subject to a homestead exemption is reflected in the Tax Increment Financing Capture Tables within Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The property consists of three parcels which are approximately 42.91 acres in size:

- The parcel associated with the Outpost Terrace – East project is located at V/L N East Ave (Parcel Identification Number 52-4330-00-088-0) and is approximately 3.53 acres in size.
- The parcels associated with the Outpost Terrace – North project are located at V/L N East Ave (Parcel Identification Number 52-0231-023-852-0), V/L Berkley Ave (Parcel Identification Number 52-3340-00-162-0), V/L Eaton St (Parcel Identification Number 52-3340-00-123-0), and V/L Eaton St (Parcel Identification Number 52-3340-00-124-0) and are approximately 26.8 acres in size, collectively.
- The parcel associated with the Eldred Corner is located at 80 N 20th St (Parcel Identification Number 52-0611-35-673-0) and is approximately 13.42 acres in size.

A legal description of the properties along with a scaled map showing eligible property dimensions, is attached as Figure 1.

The parcels are considered "eligible property" due to the development of residential housing units on the property, as defined within the definition of "Housing Property" in Section 2(y) of Public Act 381 of 1996, as amended.

Taxable personal property, if any, is included in this plan.

2.9 Estimates of Residents and Displacement of Individuals/Families

No persons reside at the property therefore this section is not applicable.

2.10 Plan for Relocation of Displaced Persons

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

This project is inclusive of three distinct project sites located on three parcels, one for each project site. The Developer entities are affiliated parties; however, the tax increment financing capture and tax increment revenue reimbursement of eligible activities are expected to remain specific to each individual eligible property.

Figure 1

Legal Description and Eligible Property Map

Outpost Terrace – East Eligible Property

V/L N East Ave Parcel ID: 52-4330-00-088-0 3.53 Acres
Battle Creek, MI 49017

Legal Description:

PARTS OF LOTS 38 THRU 42 OF SUPRS PLAT OF IRVING PARK: COMM E 1/4 POST OF SEC 31, T2S R7W - N 00 DEG 13 MIN W ALG E LI OF SD SEC 1745.46 FT - S 89 DEG 47 MIN W 33 FT TO SW COR OF BERKLEY & EAST AVES, SD PT BEING TRUE POB - S 00 DEG 13 MIN E ALG E LI OF LOTS 41, 40, 39, & 38 DIST OF 1242.37 FT - S 89 DEG 54 MIN W 119.54 FT - N 00 DEG 06 MIN W ALG E LI OF LOTS 164 THRU 177 OF GARRISON HILLS SUB NO 3 DIST OF 1031.67 FT - N 26 DEG 16 IN W 179.79 FT - NELY ALG SLY LI OF BERKLEY AVE & ARC TO RT 204.04 FT (RAD 428.76 FT; CHORD BRG N 76 DEG 09 MIN E 202.12 FT) TO POB, CONT 3.54 AC M/L

Outpost Terrace – 30 Acres Eligible Property

V/L N East Ave Parcel ID: 52-0231-23-852-0 25.97 Acres
Battle Creek, MI 49017

Legal Description:

SUPRS PLAT OF IRVING PARK PART OF LOTS 42, 43 & 44: BEG NE COR OF SD LOT 44 AT PT 33 FT WLY OF NE COR OF SEC 31, T1S R8W – S 00° 13′ E ALG ELY LI OF SD LOTS 44 & 43 DIST OF 593.34 FT – S 89° 47′ W 240 FT – S 07° 47′ W 107.13 FT – SELY ALG ARC TO RT 23.3 FT (RAD 117.04; CHORD BRG S 38° 15′ 11″ E 23.26 FT) – S 32° 33′ E 74.87 FT – SELY ALG ARC TO RT 64.94 FT (RAD 383.56 FT; CHORD BRG S 27° 42′ W 64.86 FT) – S 22° 51′ E 25.6 FT TO NLY LI OF BERKLEY AVE AS SHOWN IN PLAT OF GARRISON HILLS SUB NO 3 – SWLY ALG SD NLY LI & ARC TO RT DIST OF 71.73 FT (RAD 494.75 FT; CHORD BRG S 66° 40′ 06″ W 71.67 FT) TO ELY MOST COR OF LOT 162 ACCORDING TO SD PLAT OF GARRISON HILLS SUB NO 3 – WLY ALG NLY LI OF SD PLAT AND PLAT OF GARRISON HILLS SUB NO 2 THE FOLLOWING COURSES: N 27° 29′ W 120 FT – S 62° 31′ W 230.11 FT – S 71° 34′ W 222.12 FT – S 89° 54′ W 591 FT – N 00° 06′ W ALG W LI OF SD LOTS 42, 43 & 44 DIST OF 983.60 FT TO NW COR OF SD LOT 44 – S 89° 14′ E ALG N LI OF SD LOT DIST OF 1287.40 FT TO POB, CONT 25.97 AC ((1983 THRU 2014, COMPRISED OF PARCELS #4330-00-090-0 & -139-0))

Eldred Corner Eligible Property

80 N 20th St Parcel ID: 52-0611-35-673-0 13.42 Acres
Battle Creek, MI 49015

Legal Description:

PART OF SW ¼ OF SW ¼ OF SEC 11, T2S R8W: BEG SW COR OF WIRTS FIRST ADD AT PT ALG W LI OF SD SEC DIST 1362.6 FT S OF W ¼ POST – N 89° 28′ 17″ E ALG S LI OF ELDRED ST AND ITS WLY EXT DIST OF 655.21 FT – S 00° 39′ 19″ E ALG W LI OF PLAT OF WIRTS ACRES DIST OF 631.32 FT TO SW COR OF SD PLAT – S 01° 21′ 11″ E 265.97 FT – N 89° 28′ 07″ W 659.16 FT – N 00° 37′ 05″ W ALG W LI OF SD SEC DIST OF 885.07 FT TO TRUE POB, CONT 13.42 AC, SUBJ TO HWY EASE OVER WLY 33 FT FOR 20TH ST ((2018, RETIRE #0061-00-140-0, SPLIT AND REPLACE WITH PARCELS #0611-35-673-0 & #0611-36-676-0))

Table 1

Eligible Activity Costs

Eligible Activities Table
Outpost Terrace East, Outpost Terrace 30 acres, and Eldred Corner
Battle Creek, Michigan
January 2026

MICHIGAN GROWTH ADVISORS

EGLE Eligible Activities Costs and Schedule				
EGLE Eligible Activities	**Outpost Terrace East**	**Outpost Terrace 30-Acres**	**Eldred Corner**	**Completion Season/Year**
Department Specific Activities Sub-Total	**$ -**	**$ -**	**$ 3,000**	
Environmental Site Assessments	$ -	$ -	$ 3,000	
EGLE Eligible Activities Sub-Total	**$ -**	**$ -**	**$ 3,000**	

MSDHA Housing Development Activities Costs and Schedule				
MSHDA Eligible Activities	**Cost**	**Cost**	**Cost**	**Completion Season/Year**
Demolition Sub-Total	**$ -**	**$ -**	**$ 133,833**	**Fall 2028**
Site Demolition	$ -	$ -	$ 133,833	
Infrastructure Sub-Total	**$ 692,205**	**$ 2,385,844**	**$ 1,191,034**	**Fall 2031**
Pipework, Roadwork, Sidewalks, ROW Earthwork	$ 371,405	$ 1,208,704	$ 572,380	
Gas Infrastructure	$ 20,000	$ 33,840	$ 34,000	
Street Lighting and Electric infrastructure	$ 5,000	$ 198,000	$ 32,564	
Sewer and Water Connections and Fees	$ 134,400	$ 214,500	$ 181,390	
Gas and Electric Service	$ 9,600	$ 39,600	$ 20,400	
Sidewalk	$ -	$ 39,600	$ 20,400	
Driveways and Approaches	$ 68,800	$ 283,800	$ 163,200	
Landscaping	$ -	$ 55,000	$ 8,000	
Street Trees	$ -	$ 19,800	$ 18,700	
Engineering and design of the above	$ 83,000	$ 293,000	$ 140,000	
Site Preparation Sub-Total	**$ 235,670**	**$ 1,068,470**	**$ 330,133**	**Fall 2031**
Site Clearing	$ 22,750	$ 104,000	$ 10,500	
Soil Erosion Control	$ 72,000	$ 78,250	$ 58,253	
Stripping and Excavation	$ 26,720	$ 110,220	$ 56,780	
Fill	$ 32,000	$ 132,000	$ 68,000	
Grading	$ 60,400	$ 554,900	$ 94,100	
Backfill and Land Balancing	$ 20,000	$ 82,500	$ 42,500	
Temporary Drives	$ 1,800	$ 6,600		
Affordable Housing Financing Gap	**$ 1,460,520**	**$ 5,842,080**	**$ 3,651,300**	
Brownfield Plan/Act 381 Work Plan	**$ 10,000**	**$ 10,000**	**$ 10,000**	**Winter 2026**
Brownfield Plan Implementation	**$ 16,666**	**$ 16,668**	**$ 16,666**	
MSHDA Eligible Activities Sub-Total	**$ 2,415,061**	**$ 9,323,062**	**$ 5,332,966**	
Contingency (15%)	**$ 139,181**	**$ 518,147**	**$ 165,500**	
Interest	**$ 857,431**	**$ 3,274,247**	**$ 1,580,994**	
Total Brownfield Eligible Activities	**$ 3,411,673**	**$ 13,115,456**	**$ 7,082,460**	

Table 2

Tax Capture Schedule

MICHIGAN GROWTH ADVISORS

Tax Increment Financing Capture Estimates
Outpost Terrace East
Battle Creek, Michigan
January 2026

Estimated Taxable Value (TV) Increase Rate: 2.00%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
*Base Taxable Value	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506
Estimated New TV	$ 1,211,506	$ 2,459,736	$ 2,508,931	$ 2,559,109	$ 2,610,292	$ 2,662,497	$ 2,715,747	$ 2,770,062	$ 2,825,464	$ 2,881,973	$ 2,939,612	$ 2,998,405	$ 3,058,373	$ 3,119,540	$ 3,181,931	$ 3,245,570	$ 3,310,481	$ 3,376,691
Incremental Difference (New TV - Base TV)	**$ 1,200,000**	**$ 2,448,230**	**$ 2,497,425**	**$ 2,547,603**	**$ 2,598,786**	**$ 2,650,991**	**$ 2,704,241**	**$ 2,758,556**	**$ 2,813,958**	**$ 2,870,467**	**$ 2,928,106**	**$ 2,986,899**	**$ 3,046,867**	**$ 3,108,034**	**$ 3,170,425**	**$ 3,234,064**	**$ 3,298,975**	**$ 3,365,185**

School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ 7,200	$ 14,689	$ 14,985	$ 15,286	$ 15,593	$ 15,906	$ 16,225	$ 16,551	$ 16,884	$ 17,223	$ 17,569	$ 17,921	$ 18,281	$ 18,648	$ 19,023	$ 19,404	$ 19,794	$ 20,191
School Operating Tax	18.0000	$ 16,200	$ 16,526	$ 16,858	$ 17,196	$ 17,542	$ 17,894	$ 18,254	$ 18,620	$ 18,994	$ 19,376	$ 19,765	$ 20,162	$ 20,566	$ 20,979	$ 21,400	$ 21,830	$ 22,268	$ 22,715
School Total	**24.0000**	**$ 23,400**	**$ 31,215**	**$ 31,842**	**$ 32,482**	**$ 33,135**	**$ 33,800**	**$ 34,479**	**$ 35,172**	**$ 35,878**	**$ 36,598**	**$ 37,333**	**$ 38,083**	**$ 38,848**	**$ 39,627**	**$ 40,423**	**$ 41,234**	**$ 42,062**	**$ 42,906**

Local Capture	Millage Rate																	
Cal Co Seniors	0.7439	$ 893	$ 1,821	$ 1,858	$ 1,895	$ 1,933	$ 1,972	$ 2,012	$ 2,052	$ 2,093	$ 2,135	$ 2,178	$ 2,222	$ 2,267	$ 2,312	$ 2,358	$ 2,406	$ 2,454	$ 2,503
Cal Co Med Care	0.2481	$ 298	$ 607	$ 620	$ 632	$ 645	$ 658	$ 671	$ 684	$ 698	$ 712	$ 726	$ 741	$ 756	$ 771	$ 787	$ 802	$ 818	$ 835
Cal Co Veterans	0.0999	$ 120	$ 245	$ 249	$ 255	$ 260	$ 265	$ 270	$ 276	$ 281	$ 287	$ 293	$ 298	$ 304	$ 310	$ 317	$ 323	$ 330	$ 336
Cal Co Parks	0.2000	$ 240	$ 490	$ 499	$ 510	$ 520	$ 530	$ 541	$ 552	$ 563	$ 574	$ 586	$ 597	$ 609	$ 622	$ 634	$ 647	$ 660	$ 673
CDA 911	0.9799	$ 1,176	$ 2,399	$ 2,447	$ 2,496	$ 2,547	$ 2,598	$ 2,650	$ 2,703	$ 2,757	$ 2,813	$ 2,869	$ 2,927	$ 2,986	$ 3,046	$ 3,107	$ 3,169	$ 3,233	$ 3,298
TACC	2.6600	$ 3,192	$ 6,512	$ 6,643	$ 6,777	$ 6,913	$ 7,052	$ 7,193	$ 7,338	$ 7,485	$ 7,635	$ 7,789	$ 7,945	$ 8,105	$ 8,267	$ 8,433	$ 8,603	$ 8,775	$ 8,951
Calhoun ISD	6.1919	$ 7,430	$ 15,159	$ 15,464	$ 15,775	$ 16,091	$ 16,415	$ 16,744	$ 17,081	$ 17,424	$ 17,774	$ 18,131	$ 18,495	$ 18,866	$ 19,245	$ 19,631	$ 20,025	$ 20,427	$ 20,837
Kellogg CC	3.6109	$ 4,333	$ 8,840	$ 9,018	$ 9,199	$ 9,384	$ 9,572	$ 9,765	$ 9,961	$ 10,161	$ 10,365	$ 10,573	$ 10,785	$ 11,002	$ 11,223	$ 11,448	$ 11,678	$ 11,912	$ 12,151
BC SCH BLDG Fund	1.9992	$ 2,399	$ 4,895	$ 4,993	$ 5,093	$ 5,195	$ 5,300	$ 5,406	$ 5,515	$ 5,626	$ 5,739	$ 5,854	$ 5,971	$ 6,091	$ 6,214	$ 6,338	$ 6,466	$ 6,595	$ 6,728
City Operating	8.4870	$ 10,184	$ 20,778	$ 21,196	$ 21,622	$ 22,056	$ 22,499	$ 22,951	$ 23,412	$ 23,882	$ 24,362	$ 24,851	$ 25,350	$ 25,859	$ 26,378	$ 26,907	$ 27,447	$ 27,998	$ 28,560
City St Maint	1.1260	$ 1,351	$ 2,757	$ 2,812	$ 2,869	$ 2,926	$ 2,985	$ 3,045	$ 3,106	$ 3,169	$ 3,232	$ 3,297	$ 3,363	$ 3,431	$ 3,500	$ 3,570	$ 3,642	$ 3,715	$ 3,789
Pol/Fire Pension	5.5830	$ 6,700	$ 13,668	$ 13,943	$ 14,223	$ 14,509	$ 14,800	$ 15,098	$ 15,401	$ 15,710	$ 16,026	$ 16,348	$ 16,676	$ 17,011	$ 17,352	$ 17,700	$ 18,056	$ 18,418	$ 18,788
Cal Co Operating	5.3692	$ 6,443	$ 13,145	$ 13,409	$ 13,679	$ 13,953	$ 14,234	$ 14,520	$ 14,811	$ 15,109	$ 15,412	$ 15,722	$ 16,037	$ 16,359	$ 16,688	$ 17,023	$ 17,364	$ 17,713	$ 18,068
Willard Library	1.9958	$ 2,395	$ 4,886	$ 4,984	$ 5,085	$ 5,187	$ 5,291	$ 5,397	$ 5,506	$ 5,616	$ 5,729	$ 5,844	$ 5,961	$ 6,081	$ 6,203	$ 6,328	$ 6,455	$ 6,584	$ 6,716
Local Total	**39.2948**	**$ 47,154**	**$ 96,203**	**$ 98,136**	**$ 100,108**	**$ 102,119**	**$ 104,170**	**$ 106,263**	**$ 108,397**	**$ 110,574**	**$ 112,794**	**$ 115,059**	**$ 117,370**	**$ 119,726**	**$ 122,130**	**$ 124,581**	**$ 127,082**	**$ 129,633**	**$ 132,234**

Non-Capturable Millages	Millage Rate																	
BC School Debt	5.5000	$ 6,600	$ 13,465	$ 13,736	$ 14,012	$ 14,293	$ 14,580	$ 14,873	$ 15,172	$ 15,477	$ 15,788	$ 16,105	$ 16,428	$ 16,758	$ 17,094	$ 17,437	$ 17,787	$ 18,144	$ 18,509
Total Non-Capturable Taxes	**5.5000**	**$ 6,600**	**$ 13,465**	**$ 13,736**	**$ 14,012**	**$ 14,293**	**$ 14,580**	**$ 14,873**	**$ 15,172**	**$ 15,477**	**$ 15,788**	**$ 16,105**	**$ 16,428**	**$ 16,758**	**$ 17,094**	**$ 17,437**	**$ 17,787**	**$ 18,144**	**$ 18,509**
	68.7948																	
	68.7948																	
Total Tax Increment Revenue (TIR) Available for Capture		$ 70,554	$ 127,418	$ 129,978	$ 132,590	$ 135,253	$ 137,970	$ 140,742	$ 143,569	$ 146,452	$ 149,393	$ 152,393	$ 155,453	$ 158,574	$ 161,757	$ 165,004	$ 168,316	$ 171,694	$ 175,140

Footnotes:

Total Units	16
Average Home taxable Value	$ 150,000
Homestead Proportion (Stabilized)	63%

It is assumed that the rental units will be constructed first, and it is assumed that all for-sale units will be subject to a homestead exemption. School Operating Tax Capture is proportionately reduced based on the number of for-sale units per year. To the extent for-sale homes are not eligible for a homestead exemption, capture is expected to increase.

New Units Constructed	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0
16	8	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Rental Units Constructed	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Rental Proportion	75%	38%	38%	38%	38%	38%	38%	38%	38%	38%	38%	38%	38%	38%	38%

MICHIGAN GROWTH ADVISORS

Tax Increment Financing Capture Estimates
Outpost Terrace East
Battle Creek, Michigan
January 2026

Estimated Taxable Value (TV) Increase Rate:

Plan Year	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
Calendar Year	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	
*Base Taxable Value	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ 11,506	$ -
Estimated New TV	$ 3,444,224	$ 3,513,109	$ 3,583,371	$ 3,655,038	$ 3,728,139	$ 3,802,702	$ 3,878,756	$ 3,956,331	$ 4,035,458	$ 4,116,167	$ 4,198,490	$ 4,282,460	$ -
Incremental Difference (New TV - Base TV)	**$ 3,432,718**	**$ 3,501,603**	**$ 3,571,865**	**$ 3,643,532**	**$ 3,716,633**	**$ 3,791,196**	**$ 3,867,250**	**$ 3,944,825**	**$ 4,023,952**	**$ 4,104,661**	**$ 4,186,984**	**$ 4,270,954**	$ -
School Capture	Millage Rate												
State Education Tax (SET)	6.0000	$ 20,596	$ 21,010	$ 21,431	$ 21,861	$ 22,300	$ 22,747	$ 23,204					$ 454,522
School Operating Tax	18.0000	$ 23,171	$ 23,636	$ 24,110	$ 24,594	$ 25,087	$ 25,591	$ 26,104					$ 519,437
School Total	**24.0000**	**$ 43,767**	**$ 44,645**	**$ 45,541**	**$ 46,455**	**$ 47,387**	**$ 48,338**	**$ 49,307**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 973,959**
Local Capture	Millage Rate												
Cal Co Seniors	0.7439	$ 2,554	$ 2,605	$ 2,657	$ 2,710	$ 2,765	$ 2,820	$ 2,877	$ 2,935	$ 2,993	$ 3,053	$ 3,115	$ 3,177	$ 71,626
Cal Co Med Care	0.2481	$ 852	$ 869	$ 886	$ 904	$ 922	$ 941	$ 959	$ 979	$ 998	$ 1,018	$ 1,039	$ 1,060	$ 23,888
Cal Co Veterans	0.0999	$ 343	$ 350	$ 357	$ 364	$ 371	$ 379	$ 386	$ 394	$ 402	$ 410	$ 418	$ 427	$ 9,619
Cal Co Parks	0.2000	$ 687	$ 700	$ 714	$ 729	$ 743	$ 758	$ 773	$ 789	$ 805	$ 821	$ 837	$ 854	$ 19,257
CDA 911	0.9799	$ 3,364	$ 3,431	$ 3,500	$ 3,570	$ 3,642	$ 3,715	$ 3,790	$ 3,866	$ 3,943	$ 4,022	$ 4,103	$ 4,185	$ 94,350
TACC	2.6600	$ 9,131	$ 9,314	$ 9,501	$ 9,692	$ 9,886	$ 10,085	$ 10,287	$ 10,493	$ 10,704	$ 10,918	$ 11,137	$ 11,361	$ 256,118
Calhoun ISD	6.1919	$ 21,255	$ 21,682	$ 22,117	$ 22,560	$ 23,013	$ 23,475	$ 23,946	$ 24,426	$ 24,916	$ 25,416	$ 25,925	$ 26,445	$ 596,187
Kellogg CC	3.6109	$ 12,395	$ 12,644	$ 12,898	$ 13,156	$ 13,420	$ 13,690	$ 13,964	$ 14,244	$ 14,530	$ 14,822	$ 15,119	$ 15,422	$ 347,675
BC SCH BLDG Fund	1.9992	$ 6,863	$ 7,000	$ 7,141	$ 7,284	$ 7,430	$ 7,579	$ 7,731	$ 7,886	$ 8,045	$ 8,206	$ 8,371	$ 8,538	$ 192,493
City Operating	8.4870	$ 29,133	$ 29,718	$ 30,314	$ 30,923	$ 31,543	$ 32,176	$ 32,821	$ 33,480	$ 34,151	$ 34,836	$ 35,535	$ 36,248	$ 817,171
City St Maint	1.1260	$ 3,865	$ 3,943	$ 4,022	$ 4,103	$ 4,185	$ 4,269	$ 4,355	$ 4,442	$ 4,531	$ 4,622	$ 4,715	$ 4,809	$ 108,417
Pol/Fire Pension	5.5830	$ 19,165	$ 19,549	$ 19,942	$ 20,342	$ 20,750	$ 21,166	$ 21,591	$ 22,024	$ 22,466	$ 22,916	$ 23,376	$ 23,845	$ 537,559
Cal Co Operating	5.3692	$ 18,431	$ 18,801	$ 19,178	$ 19,563	$ 19,955	$ 20,356	$ 20,764	$ 21,181	$ 21,605	$ 22,039	$ 22,481	$ 22,932	$ 516,973
Willard Library	1.9958	$ 6,851	$ 6,988	$ 7,129	$ 7,272	$ 7,418	$ 7,566	$ 7,718	$ 7,873	$ 8,031	$ 8,192	$ 8,356	$ 8,524	$ 192,166
Local Total	**39.2948**	**$ 134,888**	**$ 137,595**	**$ 140,356**	**$ 143,172**	**$ 146,044**	**$ 148,974**	**$ 151,963**	**$ 155,011**	**$ 158,120**	**$ 161,292**	**$ 164,527**	**$ 167,826**	**$ 3,783,499**
Non-Capturable Millages	Millage Rate												
BC School Debt	5.5000	$ 18,880	$ 19,259	$ 19,645	$ 20,039	$ 20,441	$ 20,852	$ 21,270	$ 21,697	$ 22,132	$ 22,576	$ 23,028	$ 23,490	$ 529,567
Total Non-Capturable Taxes	**5.5000**	**$ 18,880**	**$ 19,259**	**$ 19,645**	**$ 20,039**	**$ 20,441**	**$ 20,852**	**$ 21,270**	**$ 21,697**	**$ 22,132**	**$ 22,576**	**$ 23,028**	**$ 23,490**	**$ 529,567**
	68.7948													
	68.7948													
Total Tax Increment Revenue (TIR) Available for Capture		$ 178,655	$ 182,240	$ 185,897	$ 189,627	$ 193,431	$ 197,312	$ 201,270	$ 155,011	$ 158,120	$ 161,292	$ 164,527	$ 167,826	**$ 4,757,458**

Footnotes:

Total Units	16
Average Home taxable Value	$ 150,000
Homestead Proportion (Stabilized)	63%

It is assumed that the rental units will be constructed first, and it is assumed homestead exemption. School Operating Tax Capture is proportionately red per year. To the extent for-sale homes are not eligible for a homestead exen

New Units Constructed
16
Rental Units Constructed
6
Rental Proportion

MICHIGAN GROWTH ADVISORS

Tax Increment Financing Capture Schedule
Outpost Terrace North
Battle Creek, Michigan
January 2026

Estimated Taxable Value (TV) Increase Rate: 2.00%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
*Base Taxable Value	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204
Estimated New TV	$ 1,706,204	$ 3,423,328	$ 5,208,455	$ 7,063,617	$ 8,990,902	$ 10,992,454	$ 11,212,303	$ 11,436,549	$ 11,665,280	$ 11,898,585	$ 12,136,557	$ 12,379,288	$ 12,626,874	$ 12,879,412	$ 13,137,000	$ 13,399,740	$ 13,667,735	$ 13,941,089
Incremental Difference (New TV - Base TV)	**$ 1,650,000**	**$ 3,367,124**	**$ 5,152,251**	**$ 7,007,413**	**$ 8,934,698**	**$ 10,936,250**	**$ 11,156,099**	**$ 11,380,345**	**$ 11,609,076**	**$ 11,842,381**	**$ 12,080,353**	**$ 12,323,084**	**$ 12,570,670**	**$ 12,823,208**	**$ 13,080,796**	**$ 13,343,536**	**$ 13,611,531**	**$ 13,884,885**

School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ 9,900	$ 20,203	$ 30,914	$ 42,044	$ 53,608	$ 65,617	$ 66,937	$ 68,282	$ 69,654	$ 71,054	$ 72,482	$ 73,939	$ 75,424	$ 76,939	$ 78,485	$ 80,061	$ 81,669	$ 83,309
School Operating Tax	18.0000	$ 29,700	$ 60,608	$ 67,448	$ 68,800	$ 70,178	$ 71,583	$ 73,022	$ 74,490	$ 75,987	$ 77,514	$ 79,071	$ 80,660	$ 82,281	$ 83,934	$ 85,620	$ 87,340	$ 89,094	$ 90,883
School Total	**24.0000**	**$ 39,600**	**$ 80,811**	**$ 98,361**	**$ 110,845**	**$ 123,786**	**$ 137,200**	**$ 139,958**	**$ 142,772**	**$ 145,641**	**$ 148,568**	**$ 151,554**	**$ 154,599**	**$ 157,705**	**$ 160,873**	**$ 164,105**	**$ 167,401**	**$ 170,763**	**$ 174,192**

Local Capture	Millage Rate																	
Cal Co Seniors	0.7439	$ 1,227	$ 2,505	$ 3,833	$ 5,213	$ 6,647	$ 8,135	$ 8,299	$ 8,466	$ 8,636	$ 8,810	$ 8,987	$ 9,167	$ 9,351	$ 9,539	$ 9,731	$ 9,926	$ 10,126	$ 10,329
Cal Co Med Care	0.2481	$ 409	$ 835	$ 1,278	$ 1,739	$ 2,217	$ 2,713	$ 2,768	$ 2,823	$ 2,880	$ 2,938	$ 2,997	$ 3,057	$ 3,119	$ 3,181	$ 3,245	$ 3,311	$ 3,377	$ 3,445
Cal Co Veterans	0.0999	$ 165	$ 336	$ 515	$ 700	$ 893	$ 1,093	$ 1,114	$ 1,137	$ 1,160	$ 1,183	$ 1,207	$ 1,231	$ 1,256	$ 1,281	$ 1,307	$ 1,333	$ 1,360	$ 1,387
Cal Co Parks	0.2000	$ 330	$ 673	$ 1,030	$ 1,401	$ 1,787	$ 2,187	$ 2,231	$ 2,276	$ 2,322	$ 2,368	$ 2,416	$ 2,465	$ 2,514	$ 2,565	$ 2,616	$ 2,669	$ 2,722	$ 2,777
CDA 911	0.9799	$ 1,617	$ 3,299	$ 5,049	$ 6,867	$ 8,755	$ 10,716	$ 10,932	$ 11,152	$ 11,376	$ 11,604	$ 11,838	$ 12,075	$ 12,318	$ 12,565	$ 12,818	$ 13,075	$ 13,338	$ 13,606
TACC	2.6600	$ 4,389	$ 8,957	$ 13,705	$ 18,640	$ 23,766	$ 29,090	$ 29,675	$ 30,272	$ 30,880	$ 31,501	$ 32,134	$ 32,779	$ 33,438	$ 34,110	$ 34,795	$ 35,494	$ 36,207	$ 36,934
Calhoun ISD	6.1919	$ 10,217	$ 20,849	$ 31,902	$ 43,389	$ 55,323	$ 67,716	$ 69,077	$ 70,466	$ 71,882	$ 73,327	$ 74,800	$ 76,303	$ 77,836	$ 79,400	$ 80,995	$ 82,622	$ 84,281	$ 85,974
Kellogg CC	3.6109	$ 5,958	$ 12,158	$ 18,604	$ 25,303	$ 32,262	$ 39,490	$ 40,284	$ 41,093	$ 41,919	$ 42,762	$ 43,621	$ 44,497	$ 45,391	$ 46,303	$ 47,233	$ 48,182	$ 49,150	$ 50,137
BC SCH BLDG Fund	1.9992	$ 3,299	$ 6,732	$ 10,300	$ 14,009	$ 17,862	$ 21,864	$ 22,303	$ 22,752	$ 23,209	$ 23,675	$ 24,151	$ 24,636	$ 25,131	$ 25,636	$ 26,151	$ 26,676	$ 27,212	$ 27,759
City Operating	8.4870	$ 14,004	$ 28,577	$ 43,727	$ 59,472	$ 75,829	$ 92,816	$ 94,682	$ 96,585	$ 98,526	$ 100,506	$ 102,526	$ 104,586	$ 106,687	$ 108,831	$ 111,017	$ 113,247	$ 115,521	$ 117,841
City St Maint	1.1260	$ 1,858	$ 3,791	$ 5,801	$ 7,890	$ 10,060	$ 12,314	$ 12,562	$ 12,814	$ 13,072	$ 13,335	$ 13,602	$ 13,876	$ 14,155	$ 14,439	$ 14,729	$ 15,025	$ 15,327	$ 15,634
Pol/Fire Pension	5.5830	$ 9,212	$ 18,799	$ 28,765	$ 39,122	$ 49,882	$ 61,057	$ 62,284	$ 63,536	$ 64,813	$ 66,116	$ 67,445	$ 68,800	$ 70,182	$ 71,592	$ 73,030	$ 74,497	$ 75,993	$ 77,519
Cal Co Operating	5.3692	$ 8,859	$ 18,079	$ 27,663	$ 37,624	$ 47,972	$ 58,719	$ 59,899	$ 61,103	$ 62,331	$ 63,584	$ 64,862	$ 66,165	$ 67,494	$ 68,850	$ 70,233	$ 71,644	$ 73,083	$ 74,551
Willard Library	1.9958	$ 3,293	$ 6,720	$ 10,283	$ 13,985	$ 17,832	$ 21,827	$ 22,265	$ 22,713	$ 23,169	$ 23,635	$ 24,110	$ 24,594	$ 25,089	$ 25,593	$ 26,107	$ 26,631	$ 27,166	$ 27,711
Local Total	**39.2948**	**$ 64,836**	**$ 132,310**	**$ 202,457**	**$ 275,355**	**$ 351,087**	**$ 429,738**	**$ 438,377**	**$ 447,188**	**$ 456,176**	**$ 465,344**	**$ 474,695**	**$ 484,233**	**$ 493,962**	**$ 503,885**	**$ 514,007**	**$ 524,332**	**$ 534,862**	**$ 545,604**

Non-Capturable Millages	Millage Rate																	
BC School Debt	5.5000	$ 9,075	$ 18,519	$ 28,337	$ 38,541	$ 49,141	$ 60,149	$ 61,359	$ 62,592	$ 63,850	$ 65,133	$ 66,442	$ 67,777	$ 69,139	$ 70,528	$ 71,944	$ 73,389	$ 74,863	$ 76,367
Total Non-Capturable Taxes	**5.5000**	**$ 9,075**	**$ 18,519**	**$ 28,337**	**$ 38,541**	**$ 49,141**	**$ 60,149**	**$ 61,359**	**$ 62,592**	**$ 63,850**	**$ 65,133**	**$ 66,442**	**$ 67,777**	**$ 69,139**	**$ 70,528**	**$ 71,944**	**$ 73,389**	**$ 74,863**	**$ 76,367**
	68.7948																	
	68.7948																	
Total Tax Increment Revenue (TIR) Available for Capture		$ 104,436	$ 213,121	$ 300,818	$ 386,199	$ 474,873	$ 566,938	$ 578,335	$ 589,960	$ 601,817	$ 613,912	$ 626,249	$ 638,832	$ 651,667	$ 664,758	$ 678,112	$ 691,732	$ 705,625	$ 719,796

Footnotes:

Total Units	66
Average Home taxable Value	$ 150,000
Homestead Percentage (Stabilized)	64%

It is assumed that the rental units will be constructed first, and it is assumed that all for-sale units will be subject to a homestead exemption. School Operating Tax Capture is proportionately reduced based on the number of for-sale units per year. To the extent for-sale homes are not eligible for a homestead exemption, capture is expected to increase.

New Units Constructed	11	11	11	11	11	11	0	0	0	0	0	0	0	0	
66	11	22	33	44	55	66	66	66	66	66	66	66	66	66	
Rental Units Constructed	11	11	2	0	0	0	0	0	0	0	0	0	0	0	
24	11	22	24	24	24	24	24	24	24	24	24	24	24	24	
Rental Proportion	100%	100%	73%	55%	44%	36%	36%	36%	36%	36%	36%	36%	36%	36%	

MICHIGAN GROWTH ADVISORS

Tax Increment Financing Capture Schedule
Outpost Terrace North
Battle Creek, Michigan
January 2026

Estimated Taxable Value (TV) Increase Rate:

Plan Year	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
Calendar Year	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	
*Base Taxable Value	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ 56,204	$ -
Estimated New TV	$ 14,219,911	$ 14,504,309	$ 14,794,395	$ 15,090,283	$ 15,392,089	$ 15,699,931	$ 16,013,929	$ 16,334,208	$ 16,660,892	$ 16,994,110	$ 17,333,992	$ 17,680,672	$ -
Incremental Difference (New TV - Base TV)	**$ 14,163,707**	**$ 14,448,105**	**$ 14,738,191**	**$ 15,034,079**	**$ 15,335,885**	**$ 15,643,727**	**$ 15,957,725**	**$ 16,278,004**	**$ 16,604,688**	**$ 16,937,906**	**$ 17,277,788**	**$ 17,624,468**	$ -
School Capture	Millage Rate												
State Education Tax (SET)	6.0000	$ 84,982	$ 86,689	$ 88,429	$ 90,204	$ 92,015	$ 93,862	$ 95,746					$ 1,752,451
School Operating Tax	18.0000	$ 92,708	$ 94,569	$ 96,468	$ 98,405	$ 100,380	$ 102,395	$ 104,451					$ 2,037,587
School Total	**24.0000**	**$ 177,690**	**$ 181,258**	**$ 184,897**	**$ 188,609**	**$ 192,396**	**$ 196,258**	**$ 200,197**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,790,038**
Local Capture	Millage Rate												
Cal Co Seniors	0.7439	$ 10,536	$ 10,748	$ 10,964	$ 11,184	$ 11,408	$ 11,637	$ 11,871	$ 12,109	$ 12,352	$ 12,600	$ 12,853	$ 13,111	$ 280,300
Cal Co Med Care	0.2481	$ 3,514	$ 3,585	$ 3,657	$ 3,730	$ 3,805	$ 3,881	$ 3,959	$ 4,039	$ 4,120	$ 4,202	$ 4,287	$ 4,373	$ 93,484
Cal Co Veterans	0.0999	$ 1,415	$ 1,443	$ 1,472	$ 1,502	$ 1,532	$ 1,563	$ 1,594	$ 1,626	$ 1,659	$ 1,692	$ 1,726	$ 1,761	$ 37,642
Cal Co Parks	0.2000	$ 2,833	$ 2,890	$ 2,948	$ 3,007	$ 3,067	$ 3,129	$ 3,192	$ 3,256	$ 3,321	$ 3,388	$ 3,456	$ 3,525	$ 75,360
CDA 911	0.9799	$ 13,879	$ 14,158	$ 14,442	$ 14,732	$ 15,028	$ 15,329	$ 15,637	$ 15,951	$ 16,271	$ 16,597	$ 16,931	$ 17,270	$ 369,224
TACC	2.6600	$ 37,675	$ 38,432	$ 39,204	$ 39,991	$ 40,793	$ 41,612	$ 42,448	$ 43,299	$ 44,168	$ 45,055	$ 45,959	$ 46,881	$ 1,002,283
Calhoun ISD	6.1919	$ 87,700	$ 89,461	$ 91,257	$ 93,090	$ 94,958	$ 96,864	$ 98,809	$ 100,792	$ 102,815	$ 104,878	$ 106,982	$ 109,129	$ 2,333,095
Kellogg CC	3.6109	$ 51,144	$ 52,171	$ 53,218	$ 54,287	$ 55,376	$ 56,488	$ 57,622	$ 58,778	$ 59,958	$ 61,161	$ 62,388	$ 63,640	$ 1,360,580
BC SCH BLDG Fund	1.9992	$ 28,316	$ 28,885	$ 29,465	$ 30,056	$ 30,660	$ 31,275	$ 31,903	$ 32,543	$ 33,196	$ 33,862	$ 34,542	$ 35,235	$ 753,295
City Operating	8.4870	$ 120,207	$ 122,621	$ 125,083	$ 127,594	$ 130,156	$ 132,768	$ 135,433	$ 138,151	$ 140,924	$ 143,752	$ 146,637	$ 149,579	$ 3,197,884
City St Maint	1.1260	$ 15,948	$ 16,269	$ 16,595	$ 16,928	$ 17,268	$ 17,615	$ 17,968	$ 18,329	$ 18,697	$ 19,072	$ 19,455	$ 19,845	$ 424,275
Pol/Fire Pension	5.5830	$ 79,076	$ 80,664	$ 82,283	$ 83,935	$ 85,620	$ 87,339	$ 89,092	$ 90,880	$ 92,704	$ 94,564	$ 96,462	$ 98,397	$ 2,103,663
Cal Co Operating	5.3692	$ 76,048	$ 77,575	$ 79,132	$ 80,721	$ 82,341	$ 83,994	$ 85,680	$ 87,400	$ 89,154	$ 90,943	$ 92,768	$ 94,629	$ 2,023,104
Willard Library	1.9958	$ 28,268	$ 28,836	$ 29,414	$ 30,005	$ 30,607	$ 31,222	$ 31,848	$ 32,488	$ 33,140	$ 33,805	$ 34,483	$ 35,175	$ 752,013
Local Total	**39.2948**	**$ 556,560**	**$ 567,735**	**$ 579,134**	**$ 590,761**	**$ 602,621**	**$ 614,717**	**$ 627,056**	**$ 639,641**	**$ 652,478**	**$ 665,572**	**$ 678,927**	**$ 692,550**	**$ 14,806,201**
Non-Capturable Millages	Millage Rate												
BC School Debt	5.5000	$ 77,900	$ 79,465	$ 81,060	$ 82,687	$ 84,347	$ 86,040	$ 87,767	$ 89,529	$ 91,326	$ 93,158	$ 95,028	$ 96,935	$ 2,072,389
Total Non-Capturable Taxes	**5.5000**	**$ 77,900**	**$ 79,465**	**$ 81,060**	**$ 82,687**	**$ 84,347**	**$ 86,040**	**$ 87,767**	**$ 89,529**	**$ 91,326**	**$ 93,158**	**$ 95,028**	**$ 96,935**	**$ 2,072,389**
	68.7948													
	68.7948													
Total Tax Increment Revenue (TIR) Available for Capture		$ 734,250	$ 748,993	$ 764,032	$ 779,370	$ 795,016	$ 810,975	$ 827,253	$ 639,641	$ 652,478	$ 665,572	$ 678,927	$ 692,550	**$ 18,596,238**

Footnotes:

Total Units	66
Average Home taxable Value	$ 150,000
Homestead Percentage (Stabilized)	64%

It is assumed that the rental units will be constructed first, and it is assumed homestead exemption. School Operating Tax Capture is proportionately red per year. To the extent for-sale homes are not eligible for a homestead exen

New Units Constructed
66
Rental Units Constructed
24
Rental Proportion

MICHIGAN GROWTH ADVISORS

Tax Increment Financing Capture Estimates
Eldred Corner
Battle Creek, Michigan
January 2026

Estimated Taxable Value (TV) Increase Rate: 2.00%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
*Base Taxable Value	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688
Estimated New TV	$ 1,941,688	$ 3,663,522	$ 5,453,452	$ 5,562,521	$ 5,673,772	$ 5,787,247	$ 5,902,992	$ 6,021,052	$ 6,141,473	$ 6,264,302	$ 6,389,588	$ 6,517,380	$ 6,647,728	$ 6,780,682	$ 6,916,296	$ 7,054,622	$ 7,195,714	$ 7,339,629
Incremental Difference (New TV - Base TV)	**$ 1,800,000**	**$ 3,521,834**	**$ 5,311,764**	**$ 5,420,833**	**$ 5,532,084**	**$ 5,645,559**	**$ 5,761,304**	**$ 5,879,364**	**$ 5,999,785**	**$ 6,122,614**	**$ 6,247,900**	**$ 6,375,692**	**$ 6,506,040**	**$ 6,638,994**	**$ 6,774,608**	**$ 6,912,934**	**$ 7,054,026**	**$ 7,197,941**

School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ 10,800	$ 21,131	$ 31,871	$ 32,525	$ 33,193	$ 33,873	$ 34,568	$ 35,276	$ 35,999	$ 36,736	$ 37,487	$ 38,254	$ 39,036	$ 39,834	$ 40,648	$ 41,478	$ 42,324	$ 43,188
School Operating Tax	18.0000	$ 32,400	$ 41,343	$ 42,182	$ 43,048	$ 43,931	$ 44,832	$ 45,752	$ 46,689	$ 47,645	$ 48,621	$ 49,616	$ 50,630	$ 51,666	$ 52,721	$ 53,798	$ 54,897	$ 56,017	$ 57,160
School Total	**24.0000**	**$ 43,200**	**$ 62,474**	**$ 74,052**	**$ 75,573**	**$ 77,124**	**$ 78,706**	**$ 80,319**	**$ 81,965**	**$ 83,644**	**$ 85,356**	**$ 87,103**	**$ 88,885**	**$ 90,702**	**$ 92,555**	**$ 94,446**	**$ 96,374**	**$ 98,341**	**$ 100,348**

Local Capture	Millage Rate																	
Cal Co Seniors	0.7439	$ 1,339	$ 2,620	$ 3,951	$ 4,033	$ 4,115	$ 4,200	$ 4,286	$ 4,374	$ 4,463	$ 4,555	$ 4,648	$ 4,743	$ 4,840	$ 4,939	$ 5,040	$ 5,143	$ 5,247	$ 5,355
Cal Co Med Care	0.2481	$ 447	$ 874	$ 1,318	$ 1,345	$ 1,373	$ 1,401	$ 1,429	$ 1,459	$ 1,489	$ 1,519	$ 1,550	$ 1,582	$ 1,614	$ 1,647	$ 1,681	$ 1,715	$ 1,750	$ 1,786
Cal Co Veterans	0.0999	$ 180	$ 352	$ 531	$ 542	$ 553	$ 564	$ 576	$ 587	$ 599	$ 612	$ 624	$ 637	$ 650	$ 663	$ 677	$ 691	$ 705	$ 719
Cal Co Parks	0.2000	$ 360	$ 704	$ 1,062	$ 1,084	$ 1,106	$ 1,129	$ 1,152	$ 1,176	$ 1,200	$ 1,225	$ 1,250	$ 1,275	$ 1,301	$ 1,328	$ 1,355	$ 1,383	$ 1,411	$ 1,440
CDA 911	0.9799	$ 1,764	$ 3,451	$ 5,205	$ 5,312	$ 5,421	$ 5,532	$ 5,646	$ 5,761	$ 5,879	$ 6,000	$ 6,122	$ 6,248	$ 6,375	$ 6,506	$ 6,638	$ 6,774	$ 6,912	$ 7,053
TACC	2.6600	$ 4,788	$ 9,368	$ 14,129	$ 14,419	$ 14,715	$ 15,017	$ 15,325	$ 15,639	$ 15,959	$ 16,286	$ 16,619	$ 16,959	$ 17,306	$ 17,660	$ 18,020	$ 18,388	$ 18,764	$ 19,147
Calhoun ISD	6.1919	$ 11,145	$ 21,807	$ 32,890	$ 33,565	$ 34,254	$ 34,957	$ 35,673	$ 36,404	$ 37,150	$ 37,911	$ 38,686	$ 39,478	$ 40,285	$ 41,108	$ 41,948	$ 42,804	$ 43,678	$ 44,569
Kellogg CC	3.6109	$ 6,500	$ 12,717	$ 19,180	$ 19,574	$ 19,976	$ 20,386	$ 20,803	$ 21,230	$ 21,665	$ 22,108	$ 22,561	$ 23,022	$ 23,493	$ 23,973	$ 24,462	$ 24,962	$ 25,471	$ 25,991
City Operating	8.4870	$ 15,277	$ 29,890	$ 45,081	$ 46,007	$ 46,951	$ 47,914	$ 48,896	$ 49,898	$ 50,920	$ 51,963	$ 53,026	$ 54,110	$ 55,217	$ 56,345	$ 57,496	$ 58,670	$ 59,868	$ 61,089
City St Maint	1.1260	$ 2,027	$ 3,966	$ 5,981	$ 6,104	$ 6,229	$ 6,357	$ 6,487	$ 6,620	$ 6,756	$ 6,894	$ 7,035	$ 7,179	$ 7,326	$ 7,476	$ 7,628	$ 7,784	$ 7,943	$ 8,105
Pol/Fire Pension	5.5830	$ 10,049	$ 19,662	$ 29,656	$ 30,265	$ 30,886	$ 31,519	$ 32,165	$ 32,824	$ 33,497	$ 34,183	$ 34,882	$ 35,595	$ 36,323	$ 37,066	$ 37,823	$ 38,595	$ 39,383	$ 40,186
Cal Co Operating	5.3692	$ 9,665	$ 18,909	$ 28,520	$ 29,106	$ 29,703	$ 30,312	$ 30,934	$ 31,567	$ 32,214	$ 32,874	$ 33,546	$ 34,232	$ 34,932	$ 35,646	$ 36,374	$ 37,117	$ 37,874	$ 38,647
Willard Library	1.9958	$ 3,592	$ 7,029	$ 10,601	$ 10,819	$ 11,041	$ 11,267	$ 11,498	$ 11,734	$ 11,974	$ 12,220	$ 12,470	$ 12,725	$ 12,985	$ 13,250	$ 13,521	$ 13,797	$ 14,078	$ 14,366
Local Total	**37.2956**	**$ 67,132**	**$ 131,349**	**$ 198,105**	**$ 202,173**	**$ 206,322**	**$ 210,555**	**$ 214,871**	**$ 219,274**	**$ 223,766**	**$ 228,347**	**$ 233,019**	**$ 237,785**	**$ 242,647**	**$ 247,605**	**$ 252,663**	**$ 257,822**	**$ 263,084**	**$ 268,452**

Non-Capturable Millages	Millage Rate																	
LK Sch Debt	7.0000	$ 12,600	$ 24,653	$ 37,182	$ 37,946	$ 38,725	$ 39,519	$ 40,329	$ 41,156	$ 41,998	$ 42,858	$ 43,735	$ 44,630	$ 45,542	$ 46,473	$ 47,422	$ 48,391	$ 49,378	$ 50,386
Total Non-Capturable Taxes	**7.0000**	**$ 12,600**	**$ 24,653**	**$ 37,182**	**$ 37,946**	**$ 38,725**	**$ 39,519**	**$ 40,329**	**$ 41,156**	**$ 41,998**	**$ 42,858**	**$ 43,735**	**$ 44,630**	**$ 45,542**	**$ 46,473**	**$ 47,422**	**$ 48,391**	**$ 49,378**	**$ 50,386**
	68.2956																	
	68.2956																	
Total Tax Increment Revenue (TIR) Available for Capture		$ 110,332	$ 193,823	$ 272,158	$ 277,746	$ 283,446	$ 289,260	$ 295,191	$ 301,240	$ 307,410	$ 313,703	$ 320,122	$ 326,670	$ 333,349	$ 340,161	$ 347,109	$ 354,196	$ 361,426	$ 368,799

Footnotes:

Total Units	34
Average Home taxable Value	$ 150,000
Homestead Proportion (Stabilized)	56%

It is assumed that the rental units will be constructed first, and it is assumed that all for-sale units will be subject to a homestead exemption. School Operating Tax Capture is proportionately reduced based on the number of for-sale units per year. To the extent for-sale homes are not eligible for a homestead exemption, capture is expected to increase.

New Units Constructed	12	11	11	0	0	0	0	0	0	0	0	0	0	0
34	12	23	34	34	34	34	34	34	34	34	34	34	34	34
Rental Units Constructed	12	3	0	0	0	0	0	0	0	0	0	0	0	0
15	12	15	15	15	15	15	15	15	15	15	15	15	15	15
Rental Proportion	100%	65%	44%	44%	44%	44%	44%	44%	44%	44%	44%	44%	44%	44%

MICHIGAN GROWTH ADVISORS

Tax Increment Financing Capture Estimates
Eldred Corner
Battle Creek, Michigan
January 2026

Estimated Taxable Value (TV) Increase Rate:

Plan Year	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
Calendar Year	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	
*Base Taxable Value	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ 141,688	$ -
Estimated New TV	$ 7,486,421	$ 7,636,150	$ 7,788,873	$ 7,944,650	$ 8,103,543	$ 8,265,614	$ 8,430,926	$ 8,599,545	$ 8,771,536	$ 8,946,966	$ 9,125,906	$ 9,308,424	$ -
Incremental Difference (New TV - Base TV)	**$ 7,344,733**	**$ 7,494,462**	**$ 7,647,185**	**$ 7,802,962**	**$ 7,961,855**	**$ 8,123,926**	**$ 8,289,238**	**$ 8,457,857**	**$ 8,629,848**	**$ 8,805,278**	**$ 8,984,218**	**$ 9,166,736**	$ -
School Capture	Millage Rate												
State Education Tax (SET)	6.0000	$ 44,068	$ 44,967	$ 45,883	$ 46,818	$ 47,771	$ 48,744	$ 49,735					$ 956,206
School Operating Tax	18.0000	$ 58,326	$ 59,515	$ 60,728	$ 61,965	$ 63,226	$ 64,514	$ 65,826					$ 1,297,048
School Total	**24.0000**	**$ 102,394**	**$ 104,482**	**$ 106,611**	**$ 108,782**	**$ 110,998**	**$ 113,257**	**$ 115,562**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,253,254**
Local Capture	Millage Rate												
Cal Co Seniors	0.7439	$ 5,464	$ 5,575	$ 5,689	$ 5,805	$ 5,923	$ 6,043	$ 6,166	$ 6,292	$ 6,420	$ 6,550	$ 6,683	$ 6,819	$ 151,318
Cal Co Med Care	0.2481	$ 1,822	$ 1,859	$ 1,897	$ 1,936	$ 1,975	$ 2,016	$ 2,057	$ 2,098	$ 2,141	$ 2,185	$ 2,229	$ 2,274	$ 50,466
Cal Co Veterans	0.0999	$ 734	$ 749	$ 764	$ 780	$ 795	$ 812	$ 828	$ 845	$ 862	$ 880	$ 898	$ 916	$ 20,321
Cal Co Parks	0.2000	$ 1,469	$ 1,499	$ 1,529	$ 1,561	$ 1,592	$ 1,625	$ 1,658	$ 1,692	$ 1,726	$ 1,761	$ 1,797	$ 1,833	$ 40,682
CDA 911	0.9799	$ 7,197	$ 7,344	$ 7,493	$ 7,646	$ 7,802	$ 7,961	$ 8,123	$ 8,288	$ 8,456	$ 8,628	$ 8,804	$ 8,982	$ 199,323
TACC	2.6600	$ 19,537	$ 19,935	$ 20,342	$ 20,756	$ 21,179	$ 21,610	$ 22,049	$ 22,498	$ 22,955	$ 23,422	$ 23,898	$ 24,384	$ 541,075
Calhoun ISD	6.1919	$ 45,478	$ 46,405	$ 47,351	$ 48,315	$ 49,299	$ 50,303	$ 51,326	$ 52,370	$ 53,435	$ 54,521	$ 55,629	$ 56,760	$ 1,259,504
Kellogg CC	3.6109	$ 26,521	$ 27,062	$ 27,613	$ 28,176	$ 28,749	$ 29,335	$ 29,932	$ 30,540	$ 31,162	$ 31,795	$ 32,441	$ 33,100	$ 734,499
City Operating	8.4870	$ 62,335	$ 63,605	$ 64,902	$ 66,224	$ 67,572	$ 68,948	$ 70,351	$ 71,782	$ 73,242	$ 74,730	$ 76,249	$ 77,798	$ 1,726,354
City St Maint	1.1260	$ 8,270	$ 8,439	$ 8,611	$ 8,786	$ 8,965	$ 9,148	$ 9,334	$ 9,524	$ 9,717	$ 9,915	$ 10,116	$ 10,322	$ 229,041
Pol/Fire Pension	5.5830	$ 41,006	$ 41,842	$ 42,694	$ 43,564	$ 44,451	$ 45,356	$ 46,279	$ 47,220	$ 48,180	$ 49,160	$ 50,159	$ 51,178	$ 1,135,647
Cal Co Operating	5.3692	$ 39,435	$ 40,239	$ 41,059	$ 41,896	$ 42,749	$ 43,619	$ 44,507	$ 45,412	$ 46,335	$ 47,277	$ 48,238	$ 49,218	$ 1,092,157
Willard Library	1.9958	$ 14,659	$ 14,957	$ 15,262	$ 15,573	$ 15,890	$ 16,214	$ 16,544	$ 16,880	$ 17,223	$ 17,574	$ 17,931	$ 18,295	$ 405,969
Local Total	**37.2956**	**$ 273,926**	**$ 279,510**	**$ 285,206**	**$ 291,016**	**$ 296,942**	**$ 302,987**	**$ 309,152**	**$ 315,441**	**$ 321,855**	**$ 328,398**	**$ 335,072**	**$ 341,879**	**$ 7,586,357**
Non-Capturable Millages	Millage Rate												
LK Sch Debt	7.0000	$ 51,413	$ 52,461	$ 53,530	$ 54,621	$ 55,733	$ 56,867	$ 58,025	$ 59,205	$ 60,409	$ 61,637	$ 62,890	$ 64,167	$ 1,423,881
Total Non-Capturable Taxes	**7.0000**	**$ 51,413**	**$ 52,461**	**$ 53,530**	**$ 54,621**	**$ 55,733**	**$ 56,867**	**$ 58,025**	**$ 59,205**	**$ 60,409**	**$ 61,637**	**$ 62,890**	**$ 64,167**	**$ 1,423,881**
	68.2956													
	68.2956													
Total Tax Increment Revenue (TIR) Available for Capture		$ 376,320	$ 383,992	$ 391,817	$ 399,799	$ 407,940	$ 416,244	$ 424,714	$ 315,441	$ 321,855	$ 328,398	$ 335,072	$ 341,879	**$ 9,839,611**

Footnotes:

Total Units	34
Average Home taxable Value	$ 150,000
Homestead Proportion (Stabilized)	56%

It is assumed that the rental units will be constructed first, and it is assumed homestead exemption. School Operating Tax Capture is proportionately red per year. To the extent for-sale homes are not eligible for a homestead exem

New Units Constructed
34
Rental Units Constructed
15
Rental Proportion

Table 3

Reimbursement Schedule

MICHIGAN GROWTH ADVISORS

Tax Increment Revenue Reimbursement Schedule
Outpost Terrace East
Battle Creek, Michigan
January 2026

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**17.3%**	**$ 746,698**	**$ -**	$ 746,698
Local	**82.7%**	**$ 3,566,505**	**$ -**	$ 3,566,505
TOTAL		**$ 4,313,202**		**$ 4,313,202**
EGLE	0.0%	$ -	$ -	$ -
MSHDA	100.0%	$ 2,554,242	$ -	$ 2,554,242

Estimated Total Years of Plan: 30

Estimated Capture	**$ 4,757,458**
Administrative Fees	$ 378,350
State Brownfield Redevelopment Fund	$ 227,261
Local Brownfield Revolving Fund	$ 898,487

		Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Total State Incremental Revenue			$ 23,400	$ 31,215	$ 31,842	$ 32,482	$ 33,135	$ 33,800	$ 34,479	$ 35,172	$ 35,878	$ 36,598	$ 37,333	$ 38,083	$ 38,848	$ 39,627	$ 40,423	$ 41,234
State Brownfield Redevelopment Fund (50% of SET)			$ 3,600	$ 7,345	$ 7,492	$ 7,643	$ 7,796	$ 7,953	$ 8,113	$ 8,276	$ 8,442	$ 8,611	$ 8,784	$ 8,961	$ 9,141	$ 9,324	$ 9,511	$ 9,702
State TIR Available for Reimbursement			**$ 19,800**	**$ 23,870**	**$ 24,350**	**$ 24,839**	**$ 25,338**	**$ 25,847**	**$ 26,366**	**$ 26,896**	**$ 27,436**	**$ 27,987**	**$ 28,549**	**$ 29,122**	**$ 29,707**	**$ 30,303**	**$ 30,912**	**$ 31,532**
Total Local Incremental Revenue			$ 47,154	$ 96,203	$ 98,136	$ 100,108	$ 102,119	$ 104,170	$ 106,263	$ 108,397	$ 110,574	$ 112,794	$ 115,059	$ 117,370	$ 119,726	$ 122,130	$ 124,581	$ 127,082
BRA Administrative Fee	10%		$ 4,715	$ 9,620	$ 9,814	$ 10,011	$ 10,212	$ 10,417	$ 10,626	$ 10,840	$ 11,057	$ 11,279	$ 11,506	$ 11,737	$ 11,973	$ 12,213	$ 12,458	$ 12,708
Local TIR Available for Reimbursement			**$ 42,438**	**$ 86,582**	**$ 88,322**	**$ 90,097**	**$ 91,907**	**$ 93,753**	**$ 95,636**	**$ 97,557**	**$ 99,517**	**$ 101,515**	**$ 103,553**	**$ 105,633**	**$ 107,753**	**$ 109,917**	**$ 112,123**	**$ 114,374**
Total State & Local TIR Available			**$ 62,238**	**$ 110,453**	**$ 112,672**	**$ 114,936**	**$ 117,245**	**$ 119,600**	**$ 122,003**	**$ 124,453**	**$ 126,953**	**$ 129,502**	**$ 132,102**	**$ 134,755**	**$ 137,460**	**$ 140,220**	**$ 143,035**	**$ 145,906**
DEVELOPER	Beginning Balance																	
DEVELOPER Eligible Activity Balance	***$ 1,093,722***		***$ 1,232,222***	***$ 1,322,507***	***$ 1,410,573***	***$ 1,496,376***	***$ 1,579,869***	***$ 1,661,006***	***$ 1,739,742***	***$ 1,816,027***	***$ 1,889,812***	***$ 1,961,048***	***$ 1,883,632***	***$ 1,803,563***	***$ 1,716,596***	***$ 1,619,859***	***$ 1,513,155***	***$ 1,396,285***
MSHDA Gap Calc Reimbursement	*$ 1,460,520*		*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ 146,052*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
State Tax Reimbursement			$ 19,800	$ 23,870	$ 24,350	$ 24,839	$ 25,338	$ 25,847	$ 26,366	$ 26,896	$ 27,436	$ 27,987	$ 28,549	$ 29,122	$ 9,281	$ -	$ -	$ -
Local Tax Reimbursement			$ 42,438	$ 86,582	$ 88,322	$ 90,097	$ 91,907	$ 93,753	$ 95,636	$ 97,557	$ 99,517	$ 101,515	$ 103,553	$ 105,633	$ 44,327	$ -	$ -	$ -
Total Gap Calc Reimbursement Balance			*$ 83,814*	*$ 119,413*	*$ 152,793*	*$ 183,909*	*$ 212,716*	*$ 239,167*	*$ 263,217*	*$ 284,816*	*$ 303,915*	*$ 320,465*	*$ 188,363*	*$ 53,608*	*$ -*	*$ -*	*$ -*	*$ -*
MSHDA Housing Development Reimbursement	*$ 1,093,722*																	
State Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,426	$ 30,303	$ 30,912	$ 31,532
Local Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 63,426	$ 109,917	$ 112,123	$ 114,374
Total MSHDA Reimbursement Balance			*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,093,722*	*$ 1,009,870*	*$ 869,650*	*$ 726,615*	*$ 580,709*
Interest Accrual	5%		*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 54,686*	*$ 50,493*	*$ 43,482*	*$ 36,331*	*$ 29,035*
State Tax Reimbursement			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Local Tax Reimbursement			*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Total Interest Reimbursement Balance			$ 54,686	$ 109,372	$ 164,058	$ 218,744	$ 273,431	$ 328,117	$ 382,803	$ 437,489	$ 492,175	$ 546,861	$ 601,547	$ 656,233	$ 706,727	$ 750,209	$ 786,540	$ 815,575
Total Annual Developer Reimbursement			*$ 62,238*	*$ 110,453*	*$ 112,672*	*$ 114,936*	*$ 117,245*	*$ 119,600*	*$ 122,003*	*$ 124,453*	*$ 126,953*	*$ 129,502*	*$ 132,102*	*$ 134,755*	*$ 137,460*	*$ 140,220*	*$ 143,035*	*$ 145,906*
LOCAL BROWNFIELD REVOLVING FUN																		
LBRF Deposits *																		
State Tax Capture	*$ -*																	
Local Tax Capture	*$ -*																	
Total LBRF Capture																		*$ -*

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

MICHIGAN GROWTH ADVISORS

Tax Increment Revenue Reimbursement Schedule
Outpost Terrace East
Battle Creek, Michigan
January 2026

	17 2043	18 2044	19 2045	20 2046	21 2047	22 2048	23 2049	24 2050	25 2051	26 2052	27 2053	28 2054	29 2055	30 2056	TOTAL
Total State Incremental Revenue	$ 42,062	$ 42,906	$ 43,767	$ 44,645	$ 45,541	$ 46,455	$ 47,387	$ 48,338	$ 49,307						$ 973,959
State Brownfield Redevelopment Fund (50% of	$ 9,897	$ 10,096	$ 10,298	$ 10,505	$ 10,716	$ 10,931	$ 11,150	$ 11,374	$ 11,602						$ 227,261
State TIR Available for Reimbursement	**$ 32,165**	**$ 32,811**	**$ 33,469**	**$ 34,141**	**$ 34,826**	**$ 35,524**	**$ 36,237**	**$ 36,964**	**$ 37,706**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 746,698**
Total Local Incremental Revenue	$ 129,633	$ 132,234	$ 134,888	$ 137,595	$ 140,356	$ 143,172	$ 146,044	$ 148,974	$ 151,963	$ 155,011	$ 158,120	$ 161,292	$ 164,527	$ 167,826	$ 3,783,499
BRA Administrative Fee	$ 12,963	$ 13,223	$ 13,489	$ 13,759	$ 14,036	$ 14,317	$ 14,604	$ 14,897	$ 15,196	$ 15,501	$ 15,812	$ 16,129	$ 16,453	$ 16,783	$ 378,350
Local TIR Available for Reimbursement	**$ 116,669**	**$ 119,011**	**$ 121,399**	**$ 123,835**	**$ 126,320**	**$ 128,855**	**$ 131,440**	**$ 134,077**	**$ 136,767**	**$ 170,512**	**$ 173,932**	**$ 177,421**	**$ 180,979**	**$ 184,609**	**$ 3,566,505**
Total State & Local TIR Available	**$ 148,834**	**$ 151,821**	**$ 154,868**	**$ 157,976**	**$ 161,146**	**$ 164,379**	**$ 167,677**	**$ 171,041**	**$ 174,472**	**$ 170,512**	**$ 173,932**	**$ 177,421**	**$ 180,979**	**$ 184,609**	
DEVELOPER															
DEVELOPER Eligible Activity Balance	***$ 1,269,044***	***$ 1,131,225***	***$ 982,616***	***$ 824,640***	***$ 663,495***	***$ 499,115***	***$ 331,438***	***$ 160,397***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	
MSHDA Gap Calc Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -						**$ 1,460,520**
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ 319,682
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ 1,140,838
Total Gap Calc Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,460,520**
MSHDA Housing Development Reimbursemer															**$ 1,093,722**
State Tax Reimbursement	$ 32,165	$ 32,811	$ 33,469	$ 27,054	$ 0	$ 0	$ -	$ -	$ -						$ 238,672
Local Tax Reimbursement	$ 116,669	$ 119,011	$ 121,399	$ 98,131	$ 0	$ 0	$ -	$ -	$ -						$ 855,050
Total MSHDA Reimbursement Balance	*$ 431,875*	*$ 280,053*	*$ 125,185*	*$ 0*	*$ 0*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,093,722**
Interest Accrual	*$ 21,594*	*$ 14,003*	*$ 6,259*	*$ 0*	*$ 0*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 857,431**
State Tax Reimbursement	$ -	$ -	$ -	*$ 7,087*	*$ 34,826*	*$ 35,524*	*$ 36,237*	*$ 36,964*	*$ 34,664*						$ 185,302
Local Tax Reimbursement	$ -	$ -	$ -	*$ 25,704*	*$ 126,320*	*$ 128,855*	*$ 131,440*	*$ 134,077*	*$ 125,733*						$ 672,129
Total Interest Reimbursement Balance	$ 837,169	$ 851,172	$ 857,431	$ 824,640	$ 663,495	$ 499,115	$ 331,438	$ 160,397	$ -	$ -	$ -	$ -	$ -	$ -	**$ 857,431**
Total Annual Developer Reimbursement	*$ 148,834*	*$ 151,821*	*$ 154,868*	*$ 157,976*	*$ 161,146*	*$ 164,379*	*$ 167,677*	*$ 171,041*	*$ 160,397*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	**$ 3,411,673**
LOCAL BROWNFIELD REVOLVING FUN															
LBRF Deposits *															
State Tax Capture															
Local Tax Capture									*$ 11,033*	*$ 170,512*	*$ 173,932*	*$ 177,421*	*$ 180,979*	*$ 184,609*	$ 898,487
Total LBRF Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 11,033*	*$ 170,512*	*$ 173,932*	*$ 177,421*	*$ 180,979*	*$ 184,609*	**$ 898,487**

* Up to five years of capture for LBRF Deposits

Footnotes:

MICHIGAN GROWTH ADVISORS

Tax Increment Revenue Reimbursement Schedule
Outpost Terrace North
Battle Creek, Michigan
January 2026

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**17.2%**	**$ 2,913,812**	**$ -**	$ 2,913,812
Local	**82.8%**	**$ 13,991,414**	**$ -**	$ 13,991,414
TOTAL		**$ 16,905,227**		**$ 16,905,227**
EGLE	0.0%	$ -	$ -	$ -
MSHDA	100.0%	$ 9,841,209	$ -	$ 9,841,209

Estimated Total Years of Plan:	30

Estimated Capture	**$18,596,238**
Administrative Fees	$ 1,480,620
State Brownfield Redevelopment Fund	$ 876,225
Local Brownfield Revolving Fund	$ 3,762,875

		Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Total State Incremental Revenue			$ 39,600	$ 80,811	$ 98,361	$ 110,845	$ 123,786	$ 137,200	$ 139,958	$ 142,772	$ 145,641	$ 148,568	$ 151,554	$ 154,599	$ 157,705	$ 160,873	$ 164,105	$ 167,401
State Brownfield Redevelopment Fund (50% of SET)			$ 4,950	$ 10,101	$ 15,457	$ 21,022	$ 26,804	$ 32,809	$ 33,468	$ 34,141	$ 34,827	$ 35,527	$ 36,241	$ 36,969	$ 37,712	$ 38,470	$ 39,242	$ 40,031
State TIR Available for Reimbursement			**$ 34,650**	**$ 70,710**	**$ 82,904**	**$ 89,822**	**$ 96,982**	**$ 104,391**	**$ 106,490**	**$ 108,631**	**$ 110,814**	**$ 113,041**	**$ 115,312**	**$ 117,629**	**$ 119,993**	**$ 122,403**	**$ 124,862**	**$ 127,370**
Total Local Incremental Revenue			$ 64,836	$ 132,310	$ 202,457	$ 275,355	$ 351,087	$ 429,738	$ 438,377	$ 447,188	$ 456,176	$ 465,344	$ 474,695	$ 484,233	$ 493,962	$ 503,885	$ 514,007	$ 524,332
BRA Administrative Fee	10%		$ 6,484	$ 13,231	$ 20,246	$ 27,535	$ 35,109	$ 42,974	$ 43,838	$ 44,719	$ 45,618	$ 46,534	$ 47,470	$ 48,423	$ 49,396	$ 50,389	$ 51,401	$ 52,433
Local TIR Available for Reimbursement			**$ 58,353**	**$ 119,079**	**$ 182,211**	**$ 247,819**	**$ 315,978**	**$ 386,764**	**$ 394,539**	**$ 402,470**	**$ 410,559**	**$ 418,810**	**$ 427,226**	**$ 435,810**	**$ 444,566**	**$ 453,497**	**$ 462,607**	**$ 471,898**
Total State & Local TIR Available			**$ 93,003**	**$ 189,789**	**$ 265,115**	**$ 337,642**	**$ 412,961**	**$ 491,155**	**$ 501,029**	**$ 511,100**	**$ 521,373**	**$ 531,851**	**$ 542,538**	**$ 553,439**	**$ 564,559**	**$ 575,900**	**$ 587,469**	**$ 599,269**
DEVELOPER	Beginning Balance																	
DEVELOPER Eligible Activity Balance	*$ 3,999,129*		*$ 4,690,291*	*$ 5,284,666*	*$ 5,803,715*	*$ 6,250,238*	*$ 6,621,442*	*$ 6,914,451*	*$ 7,197,586*	*$ 7,470,651*	*$ 7,733,443*	*$ 7,985,757*	*$ 7,643,175*	*$ 7,289,692*	*$ 6,925,090*	*$ 6,536,678*	*$ 6,107,323*	*$ 5,636,206*
MSHDA Gap Calc Reimbursement	*$ 5,842,080*		*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	*$ 584,208*	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement			$ 34,650	$ 70,710	$ 82,904	$ 89,822	$ 96,982	$ 104,391	$ 106,490	$ 108,631	$ 110,814	$ 113,041	$ 115,312	$ 117,629	$ 119,993	$ 56,281	$ -	$ -
Local Tax Reimbursement			$ 58,353	$ 119,079	$ 182,211	$ 247,819	$ 315,978	$ 386,764	$ 394,539	$ 402,470	$ 410,559	$ 418,810	$ 427,226	$ 435,810	$ 444,566	$ 270,246	$ -	$ -
Total Gap Calc Reimbursement Balance			*$ 491,205*	*$ 885,624*	*$ 1,204,717*	*$ 1,451,283*	*$ 1,622,531*	*$ 1,715,583*	*$ 1,798,762*	*$ 1,871,870*	*$ 1,934,705*	*$ 1,987,063*	*$ 1,444,525*	*$ 891,086*	*$ 326,527*	*$ -*	*$ -*	*$ -*
MSHDA Housing Development Reimburseme	*$ 3,999,129*																	
State Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 66,123	$ 124,862	$ 127,370
Local Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 183,251	$ 462,607	$ 471,898
Total MSHDA Reimbursement Balance			*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,999,129*	*$ 3,749,756*	*$ 3,162,287*	*$ 2,563,019*
Interest Accrual	5%		*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 199,956*	*$ 187,488*	*$ 158,114*	*$ 128,151*
State Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Interest Reimbursement Balance			$ 199,956	$ 399,913	$ 599,869	$ 799,826	$ 999,782	$ 1,199,739	$ 1,399,695	$ 1,599,652	$ 1,799,608	$ 1,999,565	$ 2,199,521	$ 2,399,477	$ 2,599,434	$ 2,786,922	$ 2,945,036	$ 3,073,187
Total Annual Developer Reimbursement			*$ 93,003*	*$ 189,789*	*$ 265,115*	*$ 337,642*	*$ 412,961*	*$ 491,155*	*$ 501,029*	*$ 511,100*	*$ 521,373*	*$ 531,851*	*$ 542,538*	*$ 553,439*	*$ 564,559*	*$ 575,900*	*$ 587,469*	*$ 599,269*
LOCAL BROWNFIELD REVOLVING FUN																		
LBRF Deposits *																		
State Tax Capture	*$ -*																	
Local Tax Capture	*$ -*																	
Total LBRF Capture																		*$ -*

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

MICHIGAN GROWTH ADVISORS

Tax Increment Revenue Reimbursement Schedule
Outpost Terrace North
Battle Creek, Michigan
January 2026

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	TOTAL
Total State Incremental Revenue	$ 170,763	$ 174,192	$ 177,690	$ 181,258	$ 184,897	$ 188,609	$ 192,396	$ 196,258	$ 200,197						$ 3,790,038
State Brownfield Redevelopment Fund (50% c	$ 40,835	$ 41,655	$ 42,491	$ 43,344	$ 44,215	$ 45,102	$ 46,008	$ 46,931	$ 47,873						$ 876,225
State TIR Available for Reimbursement	**$ 129,928**	**$ 132,538**	**$ 135,199**	**$ 137,914**	**$ 140,683**	**$ 143,507**	**$ 146,388**	**$ 149,326**	**$ 152,324**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,913,812**
Total Local Incremental Revenue	$ 534,862	$ 545,604	$ 556,560	$ 567,735	$ 579,134	$ 590,761	$ 602,621	$ 614,717	$ 627,056	$ 639,641	$ 652,478	$ 665,572	$ 678,927	$ 692,550	$14,806,201
BRA Administrative Fee	$ 53,486	$ 54,560	$ 55,656	$ 56,774	$ 57,913	$ 59,076	$ 60,262	$ 61,472	$ 62,706	$ 63,964	$ 65,248	$ 66,557	$ 67,893	$ 69,255	$ 1,480,620
Local TIR Available for Reimbursement	**$ 481,376**	**$ 491,043**	**$ 500,904**	**$ 510,962**	**$ 521,221**	**$ 531,685**	**$ 542,358**	**$ 553,245**	**$ 564,350**	**$ 703,605**	**$ 717,726**	**$ 732,129**	**$ 746,820**	**$ 761,805**	**$13,991,414**
Total State & Local TIR Available	**$ 611,304**	**$ 623,581**	**$ 636,103**	**$ 648,876**	**$ 661,904**	**$ 675,192**	**$ 688,746**	**$ 702,572**	**$ 716,674**	**$ 703,605**	**$ 717,726**	**$ 732,129**	**$ 746,820**	**$ 761,805**	
DEVELOPER															
DEVELOPER Eligible Activity Balance	***$ 5,122,487***	***$ 4,565,313***	***$ 3,963,811***	***$ 3,317,093***	***$ 2,655,190***	***$ 1,979,998***	***$ 1,291,251***	***$ 588,679***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	
MSHDA Gap Calc Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -						**$ 5,842,080**
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ 1,327,651
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ 4,514,429
Total Gap Calc Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 5,842,080**
MSHDA Housing Development Reimburseme															**$ 3,999,129**
State Tax Reimbursement	$ 129,928	$ 132,538	$ 135,199	$ 137,914	$ 9,172	$ -	$ -	$ -	$ -						$ 863,106
Local Tax Reimbursement	$ 481,376	$ 491,043	$ 500,904	$ 510,962	$ 33,983	$ -	$ -	$ -	$ -						$ 3,136,023
Total MSHDA Reimbursement Balance	*$ 1,951,714*	*$ 1,328,133*	*$ 692,030*	*$ 43,155*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,999,129**
Interest Accrual	*$ 97,586*	*$ 66,407*	*$ 34,602*	*$ 2,158*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,273,939**
State Tax Reimbursement	$ -	$ -	$ -	$ -	*$ 131,510*	*$ 143,507*	*$ 146,388*	*$ 149,326*	*$ 125,119*						$ 695,852
Local Tax Reimbursement	$ -	$ -	$ -	$ -	*$ 487,238*	*$ 531,685*	*$ 542,358*	*$ 553,245*	*$ 463,560*						$ 2,578,087
Total Interest Reimbursement Balance	$ 3,170,773	$ 3,237,179	$ 3,271,781	$ 3,273,939	$ 2,655,190	$ 1,979,998	$ 1,291,251	$ 588,679	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,273,939**
Total Annual Developer Reimbursement	*$ 611,304*	*$ 623,581*	*$ 636,103*	*$ 648,876*	*$ 661,904*	*$ 675,192*	*$ 688,746*	*$ 702,572*	*$ 588,679*	$ -	$ -	$ -	$ -	$ -	**$13,115,148**
LOCAL BROWNFIELD REVOLVING FUN															
LBRF Deposits *															
State Tax Capture															
Local Tax Capture									*$ 100,790*	*$ 703,605*	*$ 717,726*	*$ 732,129*	*$ 746,820*	*$ 761,805*	$ 3,762,875
Total LBRF Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	*$ 100,790*	*$ 703,605*	*$ 717,726*	*$ 732,129*	*$ 746,820*	*$ 761,805*	**$ 3,762,875**

* Up to five years of capture for LBRF Deposi

Footnotes:

MICHIGAN GROWTH ADVISORS

Tax Increment Revenue Reimbursement Schedule
Eldred Corner
Battle Creek, Michigan
January 2026

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**19.9%**	**$ 1,775,151**	**$ -**	$ 1,775,151
Local	**80.1%**	**$ 7,156,250**	**$ -**	$ 7,156,250
TOTAL		**$ 8,931,401**		**$ 8,931,401**
EGLE	0.1%	$ 3,000	$ -	$ 3,000
MSHDA	99.9%	$ 5,498,466	$ -	$ 5,498,466

Estimated Total Years of Plan:	30

Estimated Capture	**$ 9,839,611**
Administrative Fees	$ 758,636
State Brownfield Redevelopment Fund	$ 478,103
Local Brownfield Revolving Fund	$ 1,841,608

		Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
			2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Total State Incremental Revenue			$ 43,200	$ 62,474	$ 74,052	$ 75,573	$ 77,124	$ 78,706	$ 80,319	$ 81,965	$ 83,644	$ 85,356	$ 87,103	$ 88,885	$ 90,702	$ 92,555	$ 94,446	$ 96,374	$ 98,341	$ 100,348
State Brownfield Redevelopment Fund (50% of SET)			$ 5,400	$ 10,566	$ 15,935	$ 16,262	$ 16,596	$ 16,937	$ 17,284	$ 17,638	$ 17,999	$ 18,368	$ 18,744	$ 19,127	$ 19,518	$ 19,917	$ 20,324	$ 20,739	$ 21,162	$ 21,594
State TIR Available for Reimbursement			**$ 37,800**	**$ 51,909**	**$ 58,117**	**$ 59,310**	**$ 60,528**	**$ 61,769**	**$ 63,035**	**$ 64,327**	**$ 65,645**	**$ 66,989**	**$ 68,359**	**$ 69,758**	**$ 71,184**	**$ 72,638**	**$ 74,122**	**$ 75,636**	**$ 77,179**	**$ 78,754**
Total Local Incremental Revenue			$ 67,132	$ 131,349	$ 198,105	$ 202,173	$ 206,322	$ 210,555	$ 214,871	$ 219,274	$ 223,766	$ 228,347	$ 233,019	$ 237,785	$ 242,647	$ 247,605	$ 252,663	$ 257,822	$ 263,084	$ 268,452
BRA Administrative Fee	10%		$ 6,713	$ 13,135	$ 19,811	$ 20,217	$ 20,632	$ 21,055	$ 21,487	$ 21,927	$ 22,377	$ 22,835	$ 23,302	$ 23,779	$ 24,265	$ 24,761	$ 25,266	$ 25,782	$ 26,308	$ 26,845
Local TIR Available for Reimbursement			**$ 60,419**	**$ 118,214**	**$ 178,295**	**$ 181,956**	**$ 185,690**	**$ 189,499**	**$ 193,384**	**$ 197,347**	**$ 201,389**	**$ 205,512**	**$ 209,717**	**$ 214,007**	**$ 218,382**	**$ 222,845**	**$ 227,397**	**$ 232,040**	**$ 236,776**	**$ 241,606**
Total State & Local TIR Available			**$ 98,219**	**$ 170,123**	**$ 236,412**	**$ 241,266**	**$ 246,218**	**$ 251,268**	**$ 256,420**	**$ 261,674**	**$ 267,034**	**$ 272,501**	**$ 278,077**	**$ 283,764**	**$ 289,566**	**$ 295,483**	**$ 301,519**	**$ 307,675**	**$ 313,955**	**$ 320,360**
DEVELOPER	Beginning Balance																			
DEVELOPER Eligible Activity Balance	***$ 1,850,166***		***$ 2,209,435***	***$ 2,496,801***	***$ 2,717,877***	***$ 2,934,100***	***$ 3,145,370***	***$ 3,351,590***	***$ 3,552,659***	***$ 3,748,473***	***$ 3,938,928***	***$ 4,123,916***	***$ 3,938,197***	***$ 3,746,791***	***$ 3,549,584***	***$ 3,346,459***	***$ 3,132,394***	***$ 2,896,814***	***$ 2,639,282***	***$ 2,359,353***
MSHDA Gap Calc Reimbursement	*$ 3,651,300*		*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	*$ 365,130*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Reimbursement			$ 37,800	$ 51,909	$ 58,117	$ 59,310	$ 60,528	$ 61,769	$ 63,035	$ 64,327	$ 65,645	$ 66,989	$ 68,359	$ 69,758	$ 71,184	$ 72,638	$ 40,402	$ -	$ -	$ -
Local Tax Reimbursement			$ 60,419	$ 118,214	$ 178,295	$ 181,956	$ 185,690	$ 189,499	$ 193,384	$ 197,347	$ 201,389	$ 205,512	$ 209,717	$ 214,007	$ 218,382	$ 222,845	$ 162,875	$ -	$ -	$ -
Total Gap Calc Reimbursement Balance			*$ 266,911*	*$ 461,918*	*$ 590,637*	*$ 714,500*	*$ 833,413*	*$ 947,275*	*$ 1,055,985*	*$ 1,159,441*	*$ 1,257,537*	*$ 1,350,167*	*$ 1,072,090*	*$ 788,326*	*$ 498,760*	*$ 203,277*	$ -	$ -	$ -	$ -
MSHDA Housing Development Reimburseme	*$ 1,847,166*																			
State Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 33,665	$ 75,513	$ 77,054	$ 78,626
Local Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 64,417	$ 231,664	$ 236,392	$ 241,215
Total MSHDA Reimbursement Balance	**99.8%**		*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,847,166*	*$ 1,749,083*	*$ 1,441,907*	*$ 1,128,461*	*$ 808,620*
EGLE Reimbursement	*$ 3,000*																			
State Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 55	$ 123	$ 125	$ 128
Local Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 105	$ 376	$ 384	$ 392
Total EGLE Reimbursement Balance	**0.2%**		*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 3,000*	*$ 2,841*	*$ 2,342*	*$ 1,833*	*$ 1,313*
Interest Accrual	5%		*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 92,358*	*$ 87,454*	*$ 72,095*	*$ 56,423*	*$ 40,431*
State Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Reimbursement			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Interest Reimbursement Balance			$ 92,358	$ 184,717	$ 277,075	$ 369,433	$ 461,792	$ 554,150	$ 646,508	$ 738,866	$ 831,225	$ 923,583	$ 1,015,941	$ 1,108,300	$ 1,200,658	$ 1,293,016	$ 1,380,470	$ 1,452,566	$ 1,508,989	$ 1,549,420
Total Annual Developer Reimbursement			*$ 98,219*	*$ 170,123*	*$ 236,412*	*$ 241,266*	*$ 246,218*	*$ 251,268*	*$ 256,420*	*$ 261,674*	*$ 267,034*	*$ 272,501*	*$ 278,077*	*$ 283,764*	*$ 289,566*	*$ 295,483*	*$ 301,519*	*$ 307,675*	*$ 313,955*	*$ 320,360*
LOCAL BROWNFIELD REVOLVING FUN																				
LBRF Deposits *																				
State Tax Capture	$ -																			
Local Tax Capture	$ -																			
Total LBRF Capture																		$ -	$ -	$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

MICHIGAN GROWTH ADVISORS

Tax Increment Revenue Reimbursement Schedule
Eldred Corner
Battle Creek, Michigan
January 2026

	19	20	21	22	23	24	25	26	27	28	29	30	
	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	TOTAL
Total State Incremental Revenue	$ 102,394	$ 104,482	$ 106,611	$ 108,782	$ 110,998	$ 113,257	$ 115,562						$ 2,253,254
State Brownfield Redevelopment Fund (50% o	$ 22,034	$ 22,483	$ 22,942	$ 23,409	$ 23,886	$ 24,372	$ 24,868						$ 478,103
State TIR Available for Reimbursement	**$ 80,360**	**$ 81,998**	**$ 83,669**	**$ 85,374**	**$ 87,112**	**$ 88,885**	**$ 90,694**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,775,151**
Total Local Incremental Revenue	$ 273,926	$ 279,510	$ 285,206	$ 291,016	$ 296,942	$ 302,987	$ 309,152	$ 315,441	$ 321,855	$ 328,398	$ 335,072	$ 341,879	$ 7,586,357
BRA Administrative Fee	$ 27,393	$ 27,951	$ 28,521	$ 29,102	$ 29,694	$ 30,299	$ 30,915	$ 31,544	$ 32,186	$ 32,840	$ 33,507	$ 34,188	$ 758,636
Local TIR Available for Reimbursement	**$ 246,534**	**$ 251,559**	**$ 256,686**	**$ 261,915**	**$ 267,248**	**$ 272,688**	**$ 278,237**	**$ 346,985**	**$ 354,041**	**$ 361,238**	**$ 368,579**	**$ 376,067**	**$ 7,156,250**
Total State & Local TIR Available	**$ 326,894**	**$ 333,558**	**$ 340,355**	**$ 347,288**	**$ 354,360**	**$ 361,573**	**$ 368,931**	**$ 346,985**	**$ 354,041**	**$ 361,238**	**$ 368,579**	**$ 376,067**	
DEVELOPER													
DEVELOPER Eligible Activity Balance	***$ 2,056,572***	***$ 1,730,476***	***$ 1,390,121***	***$ 1,042,833***	***$ 688,473***	***$ 326,900***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	
MSHDA Gap Calc Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -						**$ 3,651,300**
State Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ 911,770
Local Tax Reimbursement	$ -	$ -	$ -	$ -	$ -	$ -	$ -						$ 2,739,530
Total Gap Calc Reimbursement Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,651,300**
MSHDA Housing Development Reimburseme													**$ 1,847,166**
State Tax Reimbursement	$ 80,230	$ 81,865	$ 36,687	$ -	$ -	$ -	$ -						$ 463,641
Local Tax Reimbursement	$ 246,134	$ 251,152	$ 112,552	$ -	$ -	$ -	$ -						$ 1,383,525
Total MSHDA Reimbursement Balance	*$ 482,256*	*$ 149,239*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,847,166**
EGLE Reimbursement													**$ 3,000**
State Tax Reimbursement	$ 130	$ 133	$ 60	$ -	$ -	$ -							$ 753
Local Tax Reimbursement	$ 400	$ 408	$ 183	$ -	$ -	$ -							$ 2,247
Total EGLE Reimbursement Balance	*$ 783*	*$ 242*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,000**
Interest Accrual	*$ 24,113*	*$ 7,462*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,580,994**
State Tax Reimbursement	$ -	$ -	*$ 46,922*	*$ 85,374*	*$ 87,112*	*$ 88,885*	*$ 80,362*						$ 388,655
Local Tax Reimbursement	$ -	$ -	*$ 143,951*	*$ 261,915*	*$ 267,248*	*$ 272,688*	*$ 246,538*						$ 1,192,340
Total Interest Reimbursement Balance	$ 1,573,532	$ 1,580,994	$ 1,390,121	$ 1,042,833	$ 688,473	$ 326,900	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,580,994**
Total Annual Developer Reimbursement	*$ 326,894*	*$ 333,558*	*$ 340,355*	*$ 347,288*	*$ 354,360*	*$ 361,573*	*$ 326,900*	$ -	$ -	$ -	$ -	$ -	**$ 7,082,460**
LOCAL BROWNFIELD REVOLVING FUN													
LBRF Deposits *													
State Tax Capture							*$ 3,000*						$ 3,000
Local Tax Capture							*$ 31,699*	*$ 346,985*	*$ 354,041*	*$ 361,238*	*$ 368,579*	*$ 376,067*	$ 1,838,608
Total LBRF Capture	$ -	$ -	$ -	$ -	$ -	$ -	*$ 34,699*	*$ 346,985*	*$ 354,041*	*$ 361,238*	*$ 368,579*	*$ 376,067*	**$ 1,841,608**

* Up to five years of capture for LBRF Deposit

Footnotes:

Attachment A

Brownfield Plan Resolutions

Attachment B

Reimbursement Agreement

Attachment C

Site Plan

Latapult Map

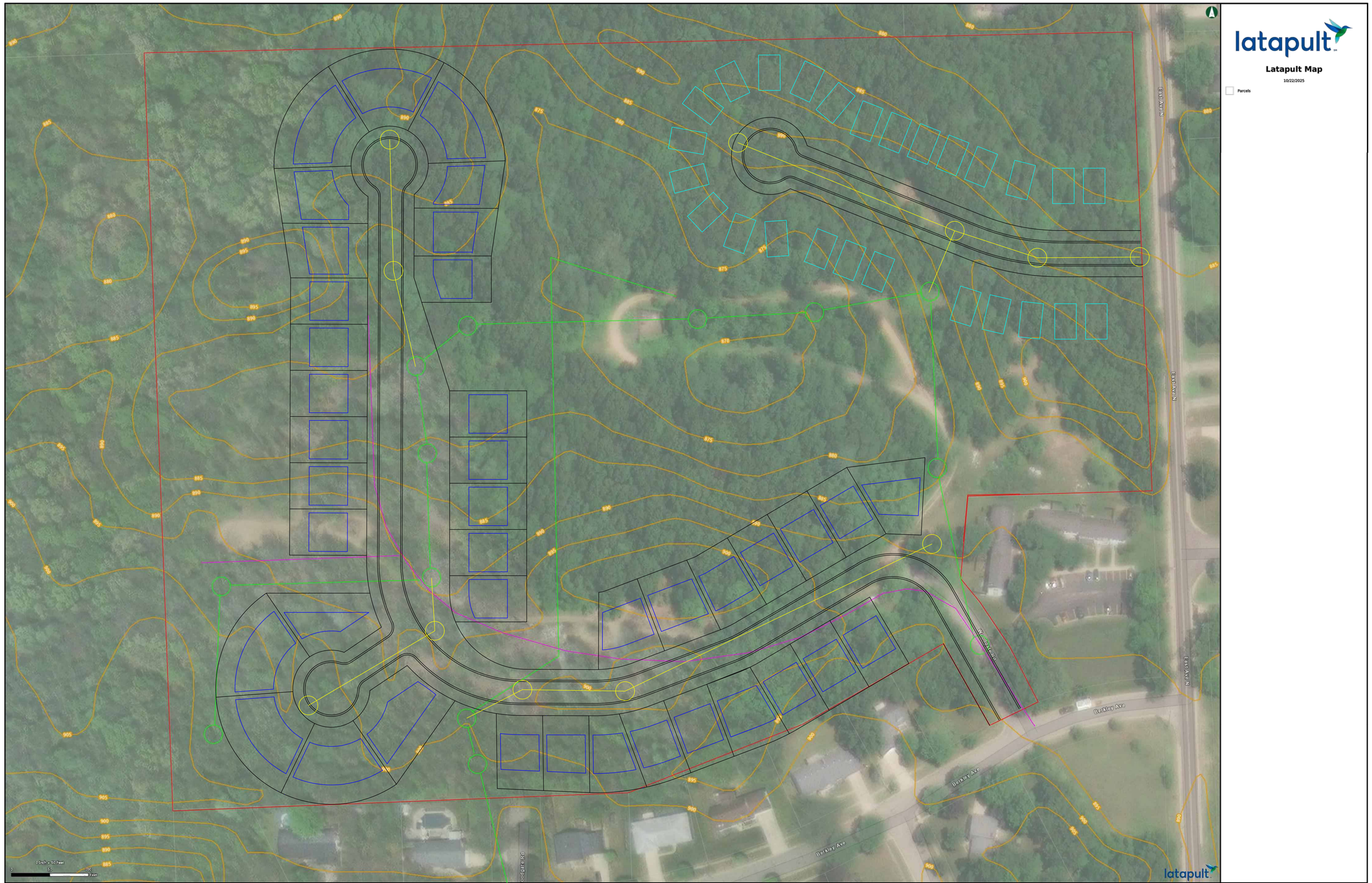
10/24/2025

Parcels

Design Notes

- R-1A Zoning; 60ft min width, 100 ft min depth
- Setbacks: Front 30 ft/Rear 35 ft/Side 8 ft
- ~16 Lots
- (2) Sewer extensions needed ~935lft, 5 manholes
- Water on opposite side of street; 16 service leads directional bore

This map was created using Latapult | www.latapult.com | Bigger Data Faster Maps Stronger Decisions



Design Notes

- Total Site Condo Units: 40
- Total Rental Units:26
- ROW Width: Varies

Zoning Notes

- R-3 Zoning
- Min. Lot Width: 40'
- Max % Building Coverage: 25
- Min. Front Setback: 25'
- Min. Side Setback: 5'
- Min. Rear Setback: 25'

0' 60' 120'

1"=60'

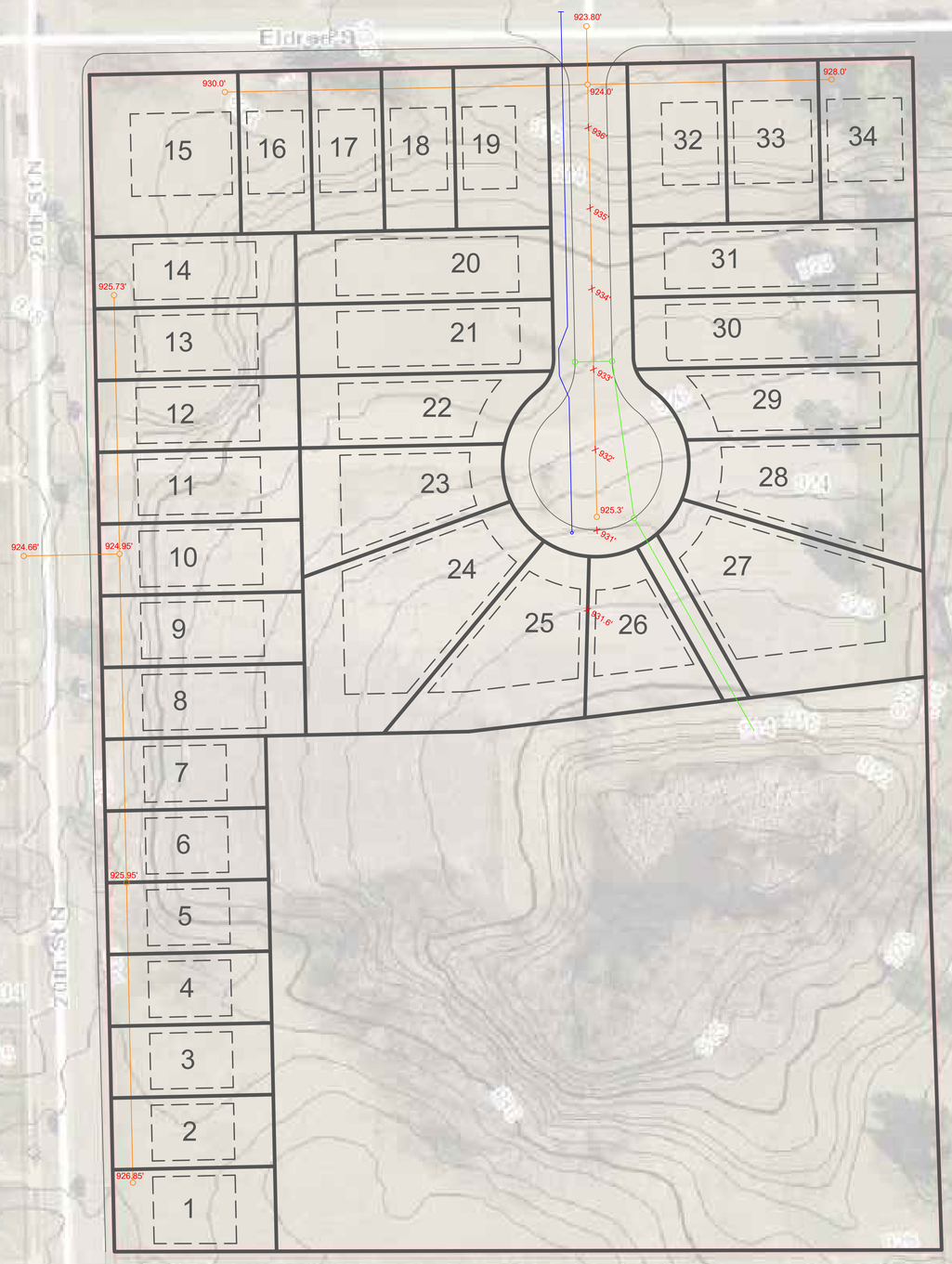
N

ALLEN EDWIN HOMES

11/24/2025

30 Acres, Battle Creek, MI - Concept Sketch

ELDRED CORNER



SITE NOTES:

R-1B, SINGLE FAMILY RESIDENTIAL
OVERALL SITE AREA = 12.75 ACRES +/-
MINIMUM LOT SIZE = 5,000 SF / 50 FEET WIDE
MINIMUM FRONT SETBACK = 25 FEET
MINIMUM SIDE SETBACK = 6 FEET
MINIMUM REAR SETBACK 30 FEET
UNITS/LOTS PROPOSED = 34

CONCEPTUAL SITE LAYOUT
Scale: 1" = 50'

52-0611-35-673-0
*Click for more info

Attachment D

Housing Study

The Battle Creek Housing Action Plan was completed by HR&A Advisors in collaboration with the City of Battle Creek, Battle Creek Unlimited, and the W.K. Kellogg Foundation dated March 2024. The Executive Summary of this report is included as an attachment to this Plan. The full report can be accessed here: https://www.battlecreekmi.gov/1024/Housing-Strategy.

Battle Creek Housing Action Plan

March 2024

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Existing and Future Housing Needs	40
Housing Gaps	81
Recommendations	92
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ACKNOWLEDGEMENTS

The Battle Creek Housing Action Plan is the result of a collaborative effort between the City of Battle Creek, Battle Creek Unlimited, the W.K. Kellogg Foundation, and various stakeholders.

We would like to thank the City staff members, housing service providers, housing developers, community members, and others who were instrumental to the development of the Battle Creek Housing Action Plan. The development of this Plan would not have been possible without the expertise and insights of the following individuals and entities:

City of Battle Creek
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Mike King

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Hollander Development
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Matt Hollander
Jason Muniz

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Zac Bauer
Sonja Dean

MDH Development
Dan Harmsen
Mark Harmsen

Neighborhoods, Inc
Whitney Wardell

New Level Sports Ministries
Malik Goodwin
Pastor Chris McCoy

Northern Initiatives
Kellie Hoffman

Voces
Jose Orozco

Washington Heights UMC
Pastor Monique French

00

Executive Summary

Battle Creek's housing market is stagnant, lacking investment required to meet current and future needs.

Like many communities in Michigan and nationally, Battle Creek has housing challenges, exacerbated by COVID-19. Battle Creek's housing market conditions have only worsened in recent years, while some other southwestern Michigan communities have seen a revival. **Future population and economic growth in Battle Creek depends on the availability of quality, affordable housing to sustain current and attract future residents.**

-1,100

decline in residents since 1990

STAGNANT POPULATION GROWTH. Battle Creek is not capturing regional growth. Since 1990, Kalamazoo and Calhoun Counties combined experienced 10% population growth, but Battle Creek's population declined by 2%.

75%

of homes built before 1980

AGING HOUSING STOCK. While housing options across many typologies are affordable, many homes in Battle Creek are aging and may require significant and costly improvements.

77%

Median household income in Battle Creek compared to region

LOWER HOUSEHOLD INCOMES. Household incomes in Battle Creek have consistently trailed that of neighboring communities, challenging the financial feasibility of new housing development and investments. As a result, housing developers pursue opportunities elsewhere in the region.

See pages 17-39 of this report for more details on these figures.

Housing development barriers, capacity constraints, and program misalignments are the city's greatest housing challenges.

The City of Battle Creek and its partners have recently made progress to enhance housing development and investment, but gaps continue to hamper Battle Creek's housing market.

11.5%

Annual increase in construction material costs since 2021

DEVELOPMENT BARRIERS. Emerging development trends such as rising construction costs and interest rates, combined with lower achievable rents and sales prices compared to the region, exacerbate feasibility challenges for housing development and investment in Battle Creek.

0

Active high-performing housing non-profits in Battle Creek

CAPACITY CONSTRAINTS. A lack of high-performing housing organizations in the market[1] and constrained local resources have prevented the City and providers from sustaining or expanding existing housing programs and services.

0

LIHTC projects in Battle Creek since 2013

PROGRAM MISALIGNMENT. Local, state, and federal housing programs do not fully address Battle Creek's housing needs. Developers and housing service providers have indicated ongoing challenges with accessing state and federal resources.

See pages 81-91 of this report for more details on these figures.

[1] Findings from Battle Creek Housing and Community Development Ecosystem Assessment (2019)
[2] LITHC award allocations as of October 2023

EXECUTIVE SUMMARY | BLUEOVAL PLANT

In February 2023, Ford announced plans to develop BlueOval Battery Park Michigan. The $2.5 billion plant is anticipated to bring 1,700 new jobs to the Battle Creek region.

1,700
Direct Jobs created at BlueOval Plant

2,040
Additional indirect and induced Jobs created

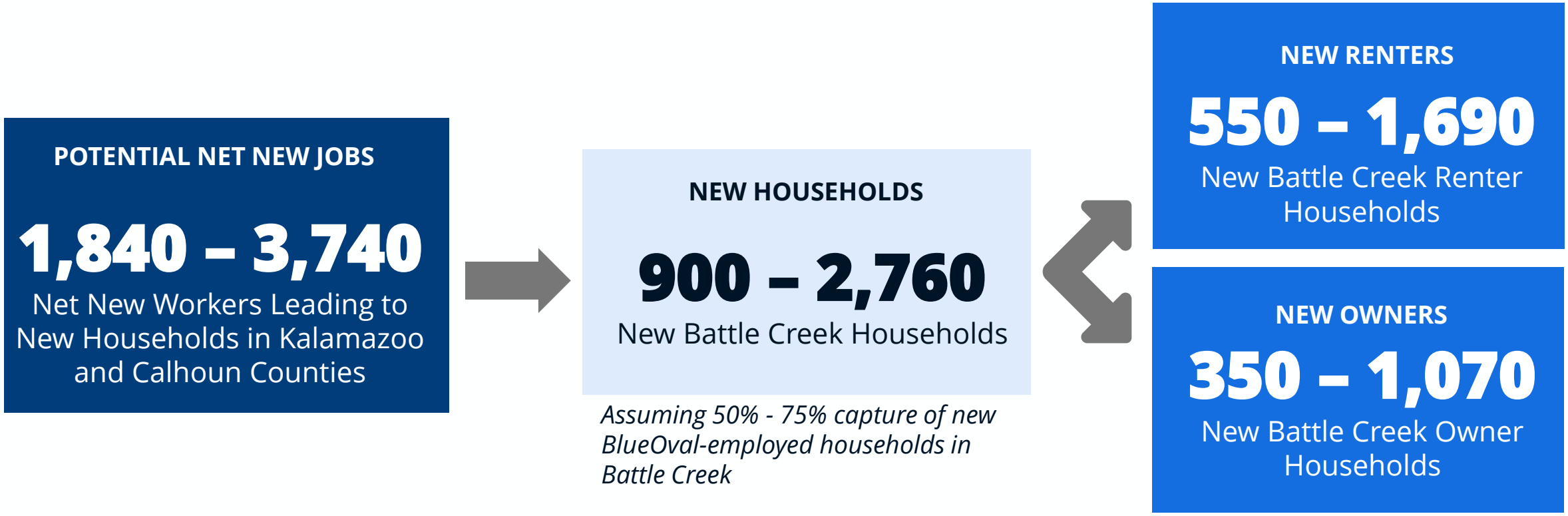
2026
Factory will begin producing LFP battery cells

$2.5B
Ford Capital Investment

20
Gigawatt hours plant capacity

Source: Reuters, 2023.

Battle Creek can increase its population and economic base by attracting BlueOval employees and other new workers to the city.



See pages 44-46 of this report for more details on this estimate.

EXECUTIVE SUMMARY | HOUSING MARKET PRESSURES

This housing action plan aims to address Battle Creek's existing and future housing market pressures.

BlueOval and other future economic investments can be a vital asset for Battle Creek's population and economic growth. **However, the city's existing housing market could hinder this growth if future workers from are unable to access quality, affordable housing.** Additionally, the influx of BlueOval workers could create further strains on Battle Creek's housing market by intensifying displacement of long-term, lower income residents.

INCREASED HOUSING MARKET PRESSURES

For-Sale Housing Market

~1,540 Households in the market to buy in Battle Creek at **$238,000**, the price affordable to the average BlueOval household when including current and added BlueOval demand

Rental Housing Pressures

2,800 Rental Unit Deficit for households **making over $60,000**. This deficit will occur because of added new BlueOval households and existing need for quality rental housing.

ADDITIONAL HOUSING CHALLENGES

Neighborhood Change and Displacement

Unchecked population growth could cause rapid population growth in neighborhoods which are **already facing gentrification challenges**.

Neighborhoods such as Washington Heights, a historically Black neighborhood near downtown Battle Creek, **could face further neighborhood change which displaces long-term residents.**

See pages 40-50 of this report for more details on these figures.

[1] Housing gap projections based on ACS data; actual housing gap subject likely to change following publication of Battle Creek Housing Action Plan.

Battle Creek could experience continued population loss and economic decline if its housing challenges are not addressed.

As BlueOval and other new economic drivers come into the region, the City and its partners must ensure that Battle Creek can accommodate new household growth while addressing its existing housing needs. Inaction will further contribute to population decline and stunted economic activity as prospective employers seek alternate markets that can accommodate employee housing needs. This lack of growth would expound disinvestment and social harms that the city is already facing, such as increasing rates of poverty, homelessness, and an eroding tax base.

POPULATION DECLINE

ERODING TAX BASE

JOB LOSS & STUNTED ECONOMIC ACTIVITY

INCREASING RATES OF POVERTY & HOMELESSNESS

The City of Battle Creek and its partners are facing an inflection point in combating its housing challenges while accommodating economic growth. By addressing its ongoing and future housing needs, the City and its partners can position itself to meet the housing needs of existing Battle Creek residents and prospective BlueOval employees while establishing Battle Creek as an attractive destination for future residents.

The City and its partners can leverage existing programs and efforts to scale up programs that address Battle Creek's most pressing housing concerns.

Land Use & Regulatory Tools

1. **Update the City's existing zoning code** to support infill housing typologies.
2. Adopt **pre-approved development plans.**

Development Feasibility Tools

Sources

1. Create a **housing trust fund.**
2. Establish a **revolving loan fund.**

Uses

1. Establish an **emerging developer fund.**
2. Expand existing single-family rehab & repair programs to include a **funding pool for larger-scale projects.**
3. Expand and refine existing **down payment assistance programs.**
4. Create a **community land trust.**

EXECUTIVE SUMMARY | ILLUSTRATIVE FUNDING SCENARIO FOR HOUSING TRUST FUND

A $10 million funding commitment for affordable housing over the next five years could provide rental housing or homeownership opportunities for 70 households per year.

If $10 million were allocated to address Battle Creek's housing needs in the near-term, approximately $4 million (40%) could be allocated towards capitalizing the revolving loan fund. The remaining funding ($6 million) could be allocated towards providing grants and forgivable loans to supporting other priority programs, including expanding down payment assistance programs, establishing a community land trust, and creating a single-family rehab program to supplement existing state and federal resources.

Potential Five-Year Impacts of Local Spending on Affordable Housing

$10 million

Total local funding required to **incorporate all priority recommendations**

$23

Per capita allocated annually

$6 million Grants and Forgivable Loans	$4 million Revolving Loan Fund
Sample Allocation: • **DPA Program (20%)** *10 new homeowners/year* • **Community Land Trust (45%)** *6 new homeowners/year* • **Single-Family Rehab Program (35%)** *5 rehabbed homes/year*	**Projected Impacts:** • 40 – 50 new homes per year or one apartment project (infill or larger-site) per year

See pages 115-117 of this report for more details on these estimates.

[1] Projected funding impacts assumes up to $20,000 per home through revolving loan fund (tax credit and non-tax credit projects); up to $20,000 per prospective homebuyer for down-payment assistance program, up to $75,000 per home for community land trust; up to $70,000 per home for single-family rehabilitation program.
[2] Funding projections assume 3% annual escalation in funding and 10% allocation towards staffing and administration costs.

Resolution Approving Reimbursement Agreement and Recommending Approval of an Act 381 Brownfield Plan

RESOLUTION TO APPROVE A REIMBURSEMENT AGREEMENT WITH SWAN WFH OUTPOST TERRACE, LLC/ SWAN WFH ELDRED CORNER, LLC AND TO RECOMMEND APPROVAL OF THE BROWNFIELD PLAN FOR OUTPOST TERRACE AND ELDRED CORNER TO THE CITY COMMISSION.

At a regular meeting of the Battle Creek Brownfield Redevelopment Authority (BCBRA) Board of Directors held in the Battle Creek Unlimited Board Room at the Frederick R. Brydges Custom Cargo Center at 4950 W Dickman Road, Suite 1, Battle Creek 49037 on February 23rd, 2026, at 3:00 PM.

PRESENT: Steve Claywell, Travis Grimsley, Justin Hodge,Shannon Visger, Alana White, Jeremy Wilson, Jason Woodard, and Amanda Zimmerlin

ABSENT: Tha Par and Tino Smith

MOTION BY: Amanda Zimmerlin

SUPPORTED BY: Jason Woodard

WHEREAS, the Battle Creek Brownfield Redevelopment Authority (the "Authority" or "BCBRA"), pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has prepared and approved a Brownfield Plan (the "Plan") for the redevelopment of six (6) parcels of property commonly known as the Outpost Terrace and Eldred Corner developments, located within the jurisdictional boundaries of the Authority, and has recommended the Plan for approval by the Battle Creek City Commission in accordance with Section 13 of the Act; and

WHEREAS, the BCBRA has, at least 10 days before the meeting of the BCBRA Board of Directors at which this resolution has been considered, provided notice to and fully informed all taxing jurisdictions (the "Taxing Jurisdictions") which are affected by the Financing Plan about the fiscal and economic implications of the proposed Financing Plan, and the Board of Directors has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan in accordance with Sections 14(4) and (5) of the Act; and

WHEREAS, the BCBRA has made the following determinations and findings:

A. The Plan constitutes a public purpose under the Act;

B. The Plan meets the requirements for a Brownfield Plan set forth in Section 13 of the Act;

C. The proposed method of financing the eligible activities, as described in the Plan, is feasible and the BCBRA has the ability to arrange the financing;

D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;

E. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, the BCBRA desires to recommend the Plan to the City of Battle Creek City Commission for consideration and approval as required under Section 14 of Act 381; and

WHEREAS, the BCBRA also desires to approve a Reimbursement Agreement with the Developer related to the Eligible Activities and Tax Increment Revenues described in the Plan, which does not require City Commission approval.

NOW, THERFORE, BE IT RESOLVED THAT:

1. **The BCBRA hereby approves the Reimbursement Agreement** between the BCBRA and Swan WFH Outpost Terrace, LLC/ Swan WFH Eldred Corner, LLC in the form presented, subject to final modifications deemed necessary by legal counsel and staff.
2. **The BCBRA hereby recommends the approval of the Brownfield Plan** for Outpost Terrace and Eldred Corner by the Battle Creek City Commission pursuant to Section 14 of Act 381 and directs staff to transmit the Plan and this resolution to the local governing body for consideration.
3. **Severability.** Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part declared to be invalid.
4. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are herby repealed.

UPON A VOTE FOR THE ADOPTION OF SAID RESOLUTION, THE VOTE WAS:

AYES: Steve Claywell, Travis Grimsley, Justin Hodge,Shannon Visger, Alana White, Jeremy Wilson, Jason Woodard, and Amanda Zimmerlin

NAYES: None

ABSTAINED: None

RESOLTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)ss.

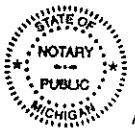
COUNTY OF)

I, the undersigned, the duly qualified and acting Public Notary of County of Calhoun, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Battle Creek Brownfield Redevelopment Authority Board of Directors at a regular meeting held on the 23 day of February, 2026, the original of which resolution is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Michigan Pubic Acts of 1976, including the case of a special or rescheduled meeting, notice by posting at least 18 hours prior to the time set for said meeting.

IT WITNESS WHEREOF, I have hereunto set my official signature, this 23 day of February 2026.

Bridgette Jones

Bridgette R. Jones, Notary Public
Calhoun County, Michigan



BRIDGETTE JONES
My Commission Expires
August 11, 2031
County of Calhoun
Acting in the County of Calhoun

Resolution No: 364

City Commission Meeting 4/7/2026

364 - A Resolution authorizing the City Manager to accept the Good Faith Written Offer and to execute a Warranty Deed to sell 226 square feet of city-owned vacant land at 62 Yuba Street, Parcel No. 52-0890-00-001-0, to the Michigan Department of Transportation for $1,000.00.

Battle Creek City Commission

Action Summary

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

Summary

RESOLUTION NO. 364

Resolved by the Commission of the City of Battle Creek:

That the City Manager is authorized to execute the attached Good Faith Written Offer and Warranty Deed, or one in substantially similar form approved by the City Attorney, to sell 226 square feet of city-owned vacant land at 62 Yuba Street, Parcel No. 52-0890-00-001-0, to the Michigan Department of Transportation (MDOT) for $1,000.00, subject to existing deed restrictions and conditions, pursuant to terms and conditions of MDOT's Good Faith Written Offer, which has been approved by the City Attorney's Office. The portion of the parcel to be conveyed is legally described as:

> Part of Lot 2 of the plat of "Assessor's Replat of Beache's Addition" as recorded in Liber 9 of Plats, Page 8, Calhoun County Records, more particularly described as: Beginning at the Northwest corner of said Lot 2 (being the intersection of the Southwesterly right-of-way line of I-94 BL (Michigan Avenue) and the Southeasterly right-of-way line of Yuba Street); Thence along the Southwesterly right-of-way line of I-94 BL (Michigan Avenue), South 66°02'00" East 26.00 feet; Thence parallel with the Southeasterly right-of-way line of Yuba Street, South 23°54'31" West 5.00 feet; Thence North 66°02'50" West 21.00 feet; Thence parallel with said Southeasterly right-of-way line, South 23°54'31" West 19.00 feet; Thence parallel with said Southwesterly right-of-way line, North 66°02'00" West 5.00 feet to the Southeasterly right-of-way line of Yuba Street; Thence along said Southeasterly line, North 23°58'00" East 24.00 feet to the Point of Beginning.

The lands described above in fee contain 226 square feet (0.005 acres), more or less.

Amanda Zimmerlin, the City Manager of Battle Creek, is authorized to execute any required closing documents including, but not limited to, a Warranty Deed of conveyance to effectuate this sale.

Budgetary Considerations
None.

History, Background and Discussion
The Department of Public Works is charged with maintaining city streets and coordinating road projects with MDOT when necessary. MDOT has requested to acquire a 226 square foot portion of city-owned 62 Yuba Street, Parcel No. 52-0890-00-001-0 for an upcoming MDOT project along I94 BL from Dickman Road to the Amtrak Railroad. The desired portion is located at the SE corner of Michigan Avenue and Yuba Street. MDOT will be updating the sidewalk ramps to current Americans with Disabilities Act standards. The good faith offer was based upon a valuation reached in a market study.

Positions

Attachments
1. CS_13161_JN_219406_PCL_7005_GFO CS_13161_JN_219406_PCL_7005_GFO.pdf
2. CS_13161_JN_219406_PCL_7005_WD CS_13161_JN_219406_PCL_7005_WD.pdf

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

Good Faith Written Offer

October 30, 2025

City of Battle Creek
Attn: Steve Skalski
10 N. Division St.
Battle Creek, Michigan 49014

Dear Owner(s):

Subject: CS: 13161, JN: 219406, Parcel: 7005
Address: Yuba St., Battle Creek, MI, 49017, County: Calhoun

The Michigan Department of Transportation (MDOT) has determined that it is necessary to acquire Fee Partial over a portion of your property as described in the attached addendum(a), legal description(s), and/or exhibit(s) for an upcoming project along I-94BL.

MDOT is authorized to acquire interests in property by purchase or condemnation. In accordance with state law governing the acquisition of property by MDOT, this letter is MDOT's unitary Good Faith Written Offer (GFO) for the property rights to be acquired.

MDOT has established its estimate of just compensation for the property rights to be acquired. This GFO is based upon the valuation set forth in the enclosed market study. This report is to be considered part of this GFO. The market study was prepared by an independent real estate appraiser and is based on both the state of the market and the facts known as of the date of the market study.

MDOT's GFO for the property rights to be acquired is itemized below:

Type	Amount
Fee Partial	$1,000.00
TOTAL	$1,000.00

Accordingly, the total amount that MDOT is offering to you is $1,000.00. This offer is valid only until 11/29/2025, after which time MDOT may file a condemnation case if we have not reached an agreement.

Please review all the materials carefully and let us know in writing if you believe anything of significance has been omitted with respect to the amount of money you should be paid. MDOT will review the items you identify and will respond accordingly if any changes will be made to its GFO. We are also available to discuss this offer with you and answer any questions you may have related to this GFO and the condemnation process.

MDOT reserves the right to bring federal or state cost recovery actions against you (the present owners) and/or any other potentially responsible parties relating to any release of hazardous substances on the property. If you have any questions regarding this provision, please let us know.

If you are willing to accept MDOT's GFO and agree to the terms and conditions set forth in the following Addendum(a), please sign and date the Acceptance of the GFO and enclosed instruments in the presence of a witness. Be sure the witness also signs and dates the documents. Please return this letter, signed Acceptance page and enclosed instruments back to my attention.

Also included in this packet are instructions to register with the State of Michigan to have your compensation sent to you via electronic funds transfer (EFT). Please contact me if you are unable to register.

Thank you for your consideration of MDOT's GFO. If you have any questions, please contact me at (269) 366-7901 or WinklerE1@michigan.gov.

Sincerely,

Elizabeth Winkler
Property Specialist
Michigan Department of Transportation

Enclosures: Acceptance of Good Faith Offer, Addendum(a), Instrument(s), Legal Description(s), EFT Instructions, and Market Study

Acceptance of Good Faith Offer

The undersigned accept(s) the Michigan Department of Transportation's (MDOT's) Good Faith Offer of $1,000.00 for the property described in MDOT's Good Faith Offer dated 10/30/2025. Furthermore, the undersigned agree(s) to the following terms and conditions set forth in the attached Addendum(a):

City of Battle Creek

Signature: _____ Signed Date: _____

Signatory Name: By:

Signatory Title: Its:

Witness Signature: _____ Witness Date: _____

Witness Name: _____

CONTROL SECTION	JOB NUMBER	PARCEL
13161	219406	7005
OWNER OF RECORD City of Battle Creek		
PROPERTY TAX CODE 13-52-0890-00-001-0		

Michigan Department
of Transportation
0645 (05/24)

Addendum for Fee Acquisition

PRICE: The owner(s) will sell the property described in the attached legal description(s) to the Michigan Department of Transportation for the sum of $1,000.00 via the appropriate instrument(s), clear of all encumbrances and subject only to easements and restrictions of record.

TITLE: The owner(s) shall not sell, convey, mortgage, or otherwise encumber the title to the property or any part thereof, or permit any act or deed to diminish the value of the property described in the attached legal description(s).

TAXES: The owner(s) shall pay all real estate taxes due and payable at the time of closing. The owner (s) shall pay any special assessment levied at the time of closing. The owner(s) shall pay any personal property taxes due and payable at the time of closing, including all jeopardy assessments filed at the time of closing. Ad-valorem real taxes will be prorated in accordance with The General Property Tax, Act 206 of 1893, as amended (MCL 211.2 *et seq*.).

IMPROVEMENTS: This sale includes all buildings, structures, trees, and other improvements located within the attached fee legal description(s).

OCCUPANCY: MDOT will become the owner of the property upon payment of the price listed above. The owner(s) shall have the right to occupy the improvements on the property for a period of 90 days after the closing. However, if the improvements on the property are vacated after the execution of this Acceptance of the Good Faith Offer, they cannot be reoccupied. Any personal property or fixtures that have not been removed by the date specified in a Notice to Quit issued by MDOT shall be deemed abandoned and will become the property of MDOT. This provision does not apply to hazardous material.

ESCROW AGENT: The owner(s) agree(s) that ELISECO INC., D\B\A DEVON TITLE AGENCY - Payments (Commitment # 20216169) may act as escrow agent in closing this sale. All sums necessary to satisfy and discharge all liens, encumbrances and taxes, and to secure and record the instruments necessary to vest an unencumbered title in the name of the Michigan Department of Transportation, subject only to easements and restrictions of record, will be deducted from the proceeds.

DELAYED PAYMENT: The owner(s) agree(s) to a post-closing refund of prorated prepaid ad-valorem taxes when applicable.

MINERAL RIGHTS: Fluid mineral and gas rights are included.

SPECIAL PROVISIONS: NONE

CONTROL SECTION	JOB NUMBER	PARCEL
13161	219406	7005
OWNER OF RECORD City of Battle Creek		
PROPERTY TAX CODE 13-52-0890-00-001-0		

Legal Description: Fee Partial

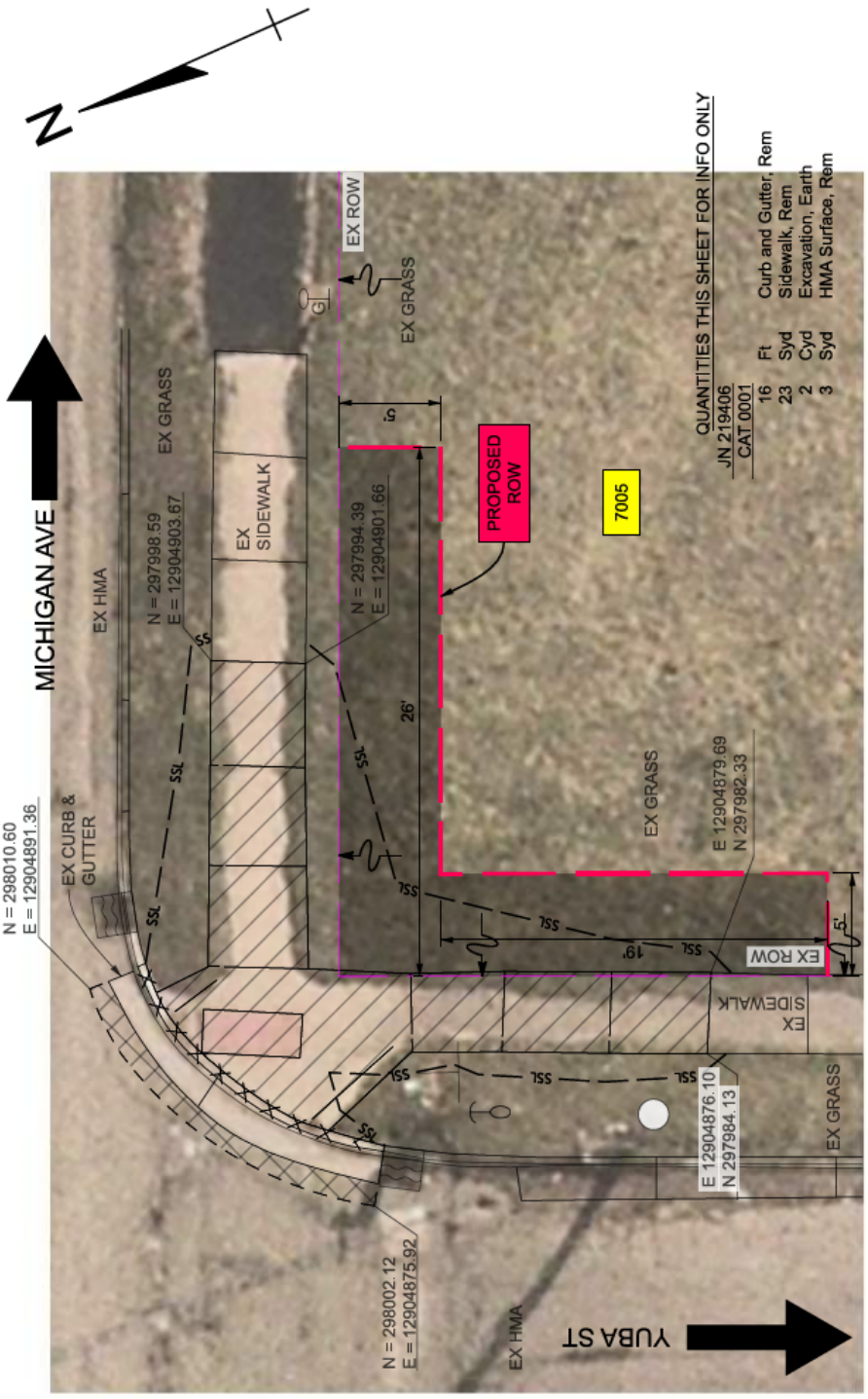
Part of Lot 2 of the plat of “Assessor’s Replat of Beache’s Addition” as recorded in Liber 9 of Plats, Page 8, Calhoun County Records, more particularly described as: Beginning at the Northwest corner of said Lot 2 (being the intersection of the Southwesterly right-of-way line of I-94 BL (Michigan Avenue) and the Southeasterly right-of-way line of Yuba Street); Thence along the Southwesterly right-of-way line of I-94 BL (Michigan Avenue), South 66°02’00” East 26.00 feet; Thence parallel with the Southeasterly right-of-way line of Yuba Street, South 23°54’31” West 5.00 feet; Thence North 66°02’50” West 21.00 feet; Thence parallel with said Southeasterly right-of-way line, South 23°54’31” West 19.00 feet; Thence parallel with said Southwesterly right-of-way line, North 66°02’00” West 5.00 feet to the Southeasterly right-of-way line of Yuba Street; Thence along said Southeasterly line, North 23°58’00” East 24.00 feet to the Point of Beginning.

The lands described above in fee contain 226 square feet (0.005 acres), more or less.

The measured distances shown on this survey and expressed in the acquisition parcel description are Grid, the average combined scale factor for the project is 0.999921522626. Ground distance = Grid distance / average combined scale factor.

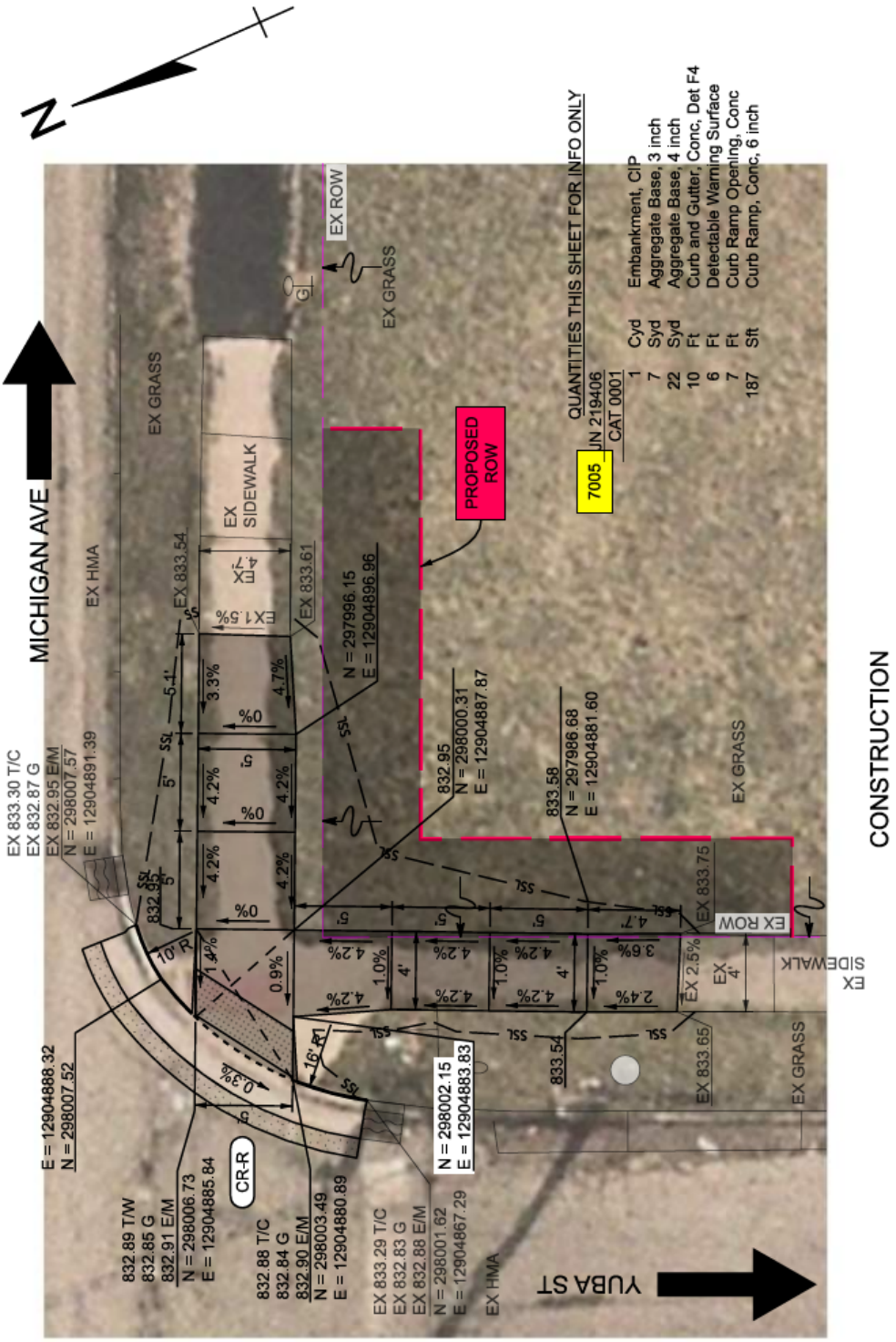
CONTROL SECTION	JOB NUMBER	PARCEL
13161	219406	7005
OWNER OF RECORD City of Battle Creek		
PROPERTY TAX CODE 13-52-0890-00-001-0		

Removal Sketch



CONTROL SECTION	JOB NUMBER	PARCEL
13161	219406	7005
OWNER OF RECORD City of Battle Creek		
PROPERTY TAX CODE 13-52-0890-00-001-0		

Construction Sketch



CONTROL SECTION	JOB NUMBER	PARCEL
13161	219406	7005
OWNER OF RECORD City of Battle Creek		
PROPERTY TAX CODE 13-52-0890-00-001-0		

COMPENSATION SUMMARY

	Area (Sqft)		Price/Sqft		Subtotal		Factor		Line Total	EJC Amount
Fee - Partial	226	X	$0.85	=	$193.00	X	100%	=	$193	$1,000

Total **$193**

Total Estimated Just Compensation **$1,000**

Parcel: 7005 CS: 13161 Job ID: 219406

Owner of Record: City of Battle Creek

Michigan Department of Transportation
0648 (09/25)

WARRANTY DEED
TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION
(Partial)

The Grantor(s) City of Battle Creek, a Michigan municipal corporation, whose address is 10 N. Division St., Battle Creek, MI 49014, for the sum of One Thousand dollars and 00 cents ($1,000.00) convey(s) and warrant(s) to the Michigan Department of Transportation and to its successors and assigns, whose address is 425 W. Ottawa Street, P.O. Box 30050, City of Lansing, Michigan 48909, the following described real estate situated in the City of Battle Creek, County of Calhoun, State of Michigan, commonly known as Yuba St., Battle Creek, MI, 49017 described on the attached Legal Description:

Grantor grants to Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This conveyance includes all fluid mineral and gas rights.

Survey attached as Exhibit "A"

CONTROL SECTION	JOB NUMBER	PARCEL
13161	219406	7005
OWNER OF RECORD City of Battle Creek		
PROPERTY TAX CODE 13-52-0890-00-001-0		

Legal Description: Fee Partial

Part of Lot 2 of the plat of “Assessor’s Replat of Beache’s Addition” as recorded in Liber 9 of Plats, Page 8, Calhoun County Records, more particularly described as: Beginning at the Northwest corner of said Lot 2 (being the intersection of the Southwesterly right-of-way line of I-94 BL (Michigan Avenue) and the Southeasterly right-of-way line of Yuba Street); Thence along the Southwesterly right-of-way line of I-94 BL (Michigan Avenue), South 66°02’00” East 26.00 feet; Thence parallel with the Southeasterly right-of-way line of Yuba Street, South 23°54’31” West 5.00 feet; Thence North 66°02’50” West 21.00 feet; Thence parallel with said Southeasterly right-of-way line, South 23°54’31” West 19.00 feet; Thence parallel with said Southwesterly right-of-way line, North 66°02’00” West 5.00 feet to the Southeasterly right-of-way line of Yuba Street; Thence along said Southeasterly line, North 23°58’00” East 24.00 feet to the Point of Beginning.

The lands described above in fee contain 226 square feet (0.005 acres), more or less.

The measured distances shown on this survey and expressed in the acquisition parcel description are Grid, the average combined scale factor for the project is 0.999921522626. Ground distance = Grid distance / average combined scale factor.

CONTROL SECTION	JOB NUMBER	PARCEL
13161	219406	7005
OWNER OF RECORD City of Battle Creek		
PROPERTY TAX CODE 13-52-0890-00-001-0		

Dated this _____ day of _____, 20___.

City of Battle Creek

Grantor Signature: _____
Grantor Name: By:
Grantor Title: Its:

NOTARY ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ of _____, 20_____

by _____, the _____
(Grantor Name) *(Title)*

of _____, a _____, on behalf of said entity.
(Name of Entity) *(Type of Entity)*

Notary Signature: _____
Notary Name: _____
Notary Public: _____ County, _____
Acting in _____ County, _____
My Commission Expires: _____

Drafted by:
Elizabeth Winkler, Property Specialist
Michigan Department of Transportation
1501 E. Kilgore Road
Kalamazoo, MI 49001

After Recording, please return to:
Southwest Region Real Estate
Michigan Department of Transportation
1501 E. Kilgore Road
Kalamazoo, MI 49001

CONTROL SECTION	JOB NUMBER	PARCEL
13161	219406	7005
OWNER OF RECORD City of Battle Creek		
PROPERTY TAX CODE 13-52-0890-00-001-0		

"Exhibit A"

CERTIFICATE OF SURVEY

THIS SURVEY WAS PERFORMED FOR A PROPERTY TRANSFER FOR MDOT R.O.W. ACQUISITION. NO DIVISIONS OR SUBDIVISIONS WERE MADE, AND THE RESULTING MDOT PARCEL SHALL NOT BE CONSIDERED A BUILDING SITE AS DEFINED BY PUBLIC ACT 288 OF 1967, AS AMENDED.

PARENT PARCEL LEGAL DESCRIPTION
ADDRESS: YUBA STREET, BATTLE CREEK, MI 49017
TAX/PROPERTY ID# 52-0890-00-001-0
(QUIT CLAIM DEED - LIBER 1438, PAGES 210-212, AND QUIT CLAIM DEED – LIBER 1321, PAGES 883-885, CALHOUN COUNTY RECORDS)

Land situated in the City of Battle Creek, County of Calhoun, State of Michigan, described as follows:

Lots 1, 2 & 30, Assessor's Replat of Beache's Addition, as recorded in Liber 9 of Plats, Page 8, Calhoun County Records.

MDOT FEE ACQUISITION PARCEL DESCRIPTION
MDOT PARCEL 7005, CONTROL SECTION 13161

Part of Lot 2 of the plat of "Assessor's Replat of Beache's Addition" as recorded in Liber 9 of Plats, Page 8, Calhoun County Records, more particularly described as: Beginning at the Northwest corner of said Lot 2 (being the intersection of the Southwesterly right-of-way line of I-94 BL (Michigan Avenue) and the Southeasterly right-of-way line of Yuba Street); Thence along the Southwesterly right-of-way line of I-94 BL (Michigan Avenue), South 66°02'00" East 26.00 feet; Thence parallel with the Southeasterly right-of-way line of Yuba Street, South 23°54'31" West 5.00 feet; Thence North 66°02'50" West 21.00 feet; Thence parallel with said Southeasterly right-of-way line, South 23°54'31" West 19.00 feet; Thence parallel with said Southwesterly right-of-way line, North 66°02'00" West 5.00 feet to the Southeasterly right-of-way line of Yuba Street; Thence along said Southeasterly line, North 23°58'00" East 24.00 feet to the Point of Beginning.

The lands described above in fee contain 226 square feet (0.005 acres), more or less.

The measured distances shown on this survey and expressed in the acquisition parcel description are **Grid**, the average combined scale factor for the project is 0.999921522626. Ground distance = Grid distance / average combined scale factor.

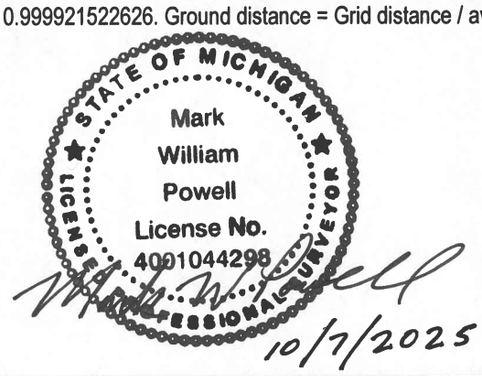
REMAINDER PARCEL DESCRIPTION
ADDRESS: YUBA STREET, BATTLE CREEK, MI 49017
TAX/PROPERTY ID# 52-0890-00-001-0

Lots 1, 2, and 30 of the plat of "Assessor's Replat of Beache's Addition" as recorded in Liber 9 of Plats, Page 8, Calhoun County Records.

Except: Beginning at the Northwest corner of said Lot 2 (being the intersection of the Southwesterly right-of-way line of I-94 BL (Michigan Avenue) and the Southeasterly right-of-way line of Yuba Street); Thence along the Southwesterly right-of-way line of I-94 BL (Michigan Avenue), South 66°02'00" East 26.00 feet; Thence parallel with the Southeasterly right-of-way line of Yuba Street, South 23°54'31" West 5.00 feet; Thence North 66°02'50" West 21.00 feet; Thence parallel with said Southeasterly right-of-way line, South 23°54'31" West 19.00 feet; Thence parallel with said Southwesterly right-of-way line, North 66°02'00" West 5.00 feet to the Southeasterly right-of-way line of Yuba Street; Thence along said Southeasterly line, North 23°58'00" East 24.00 feet to the Point of Beginning.

The lands described above contain 12,404 square feet (0.285 acres), more or less.

The measured distances shown on this survey and expressed in the remainder parcel description are **Grid**, the average combined scale factor for the project is 0.999921522626. Ground distance = Grid distance / average combined scale factor.



FOR: MDOT Michigan Department of Transportation	
PREPARED BY: FISHBECK, 1515 ARBORETUM DRIVE SE, GRAND RAPIDS, MI 49546	
DRAWN BY: MLN	CHECKED BY: MWP
FILE: CS13161_JN219406_Parcel 7005.dgn	
CS: 13161	JN: 219406
ROUTE: I-94 BL	PARCEL NO: 7005
DATE: 2025-10-07	SHEET: 1 OF 3

CERTIFICATE OF SURVEY

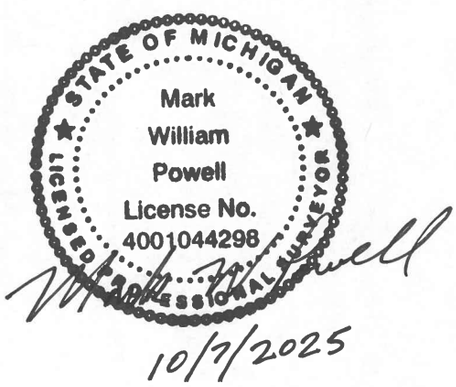
THIS SURVEY WAS PERFORMED FOR A PROPERTY TRANSFER FOR MDOT R.O.W. ACQUISITION. NO DIVISIONS OR SUBDIVISIONS WERE MADE, AND THE RESULTING MDOT PARCEL SHALL NOT BE CONSIDERED A BUILDING SITE AS DEFINED BY PUBLIC ACT 288 OF 1967, AS AMENDED.

NOTES:

1. Bearings are based on Grid North for Michigan Coordinate System, South Zone (2113). The bearing system for this survey is not relative to the bearings of the Parent Parcel description. There is no consistent rotation angle from Measured Bearing to Recorded Bearing.
2. Legal Alignment and Legal Right-of-Way of Michigan Avenue Street was provided by MDOT and was previously retraced by Erik J. Schnepp, P.S. in April 2024, Job Number 219406, using the previous MDOT Plans 73807. The alignment of Michigan Avenue is a retracement of the alignment from previous MDOT Plans 13061 13-2 C7 13-58 C1 L-82-B-7 from 1959. Right-of-Way of Yuba Street was provided by MDOT and was previously retraced by Erik J. Schnepp, P.S. in April 2024, Job Number 219406, using the previous MDOT Plans 73807.
3. Alignment Stationing of Main Street was provided by MDOT as part of Job Number 219406 in April 2024, using the previous MDOT Plans 73807. The alignment of Michigan Avenue is a retracement of the alignment from previous MDOT Plans 13061 13-2 C7 13-58 C1 L-82-B-7 from 1959.
4. Coordinate system is Michigan Coordinate System, South Zone (2113).
5. The measured distances shown on this survey and expressed in the Acquisition Parcel Description are **Grid**.
6. Average Combined Scale Factor for the project is 0.999921522626
7. Ground Distance = Grid Distance / Average Combined Scale Factor.
8. Parcels are subject to any rights-of-way, easements or restrictions recorded or un-recorded

REFERENCES:

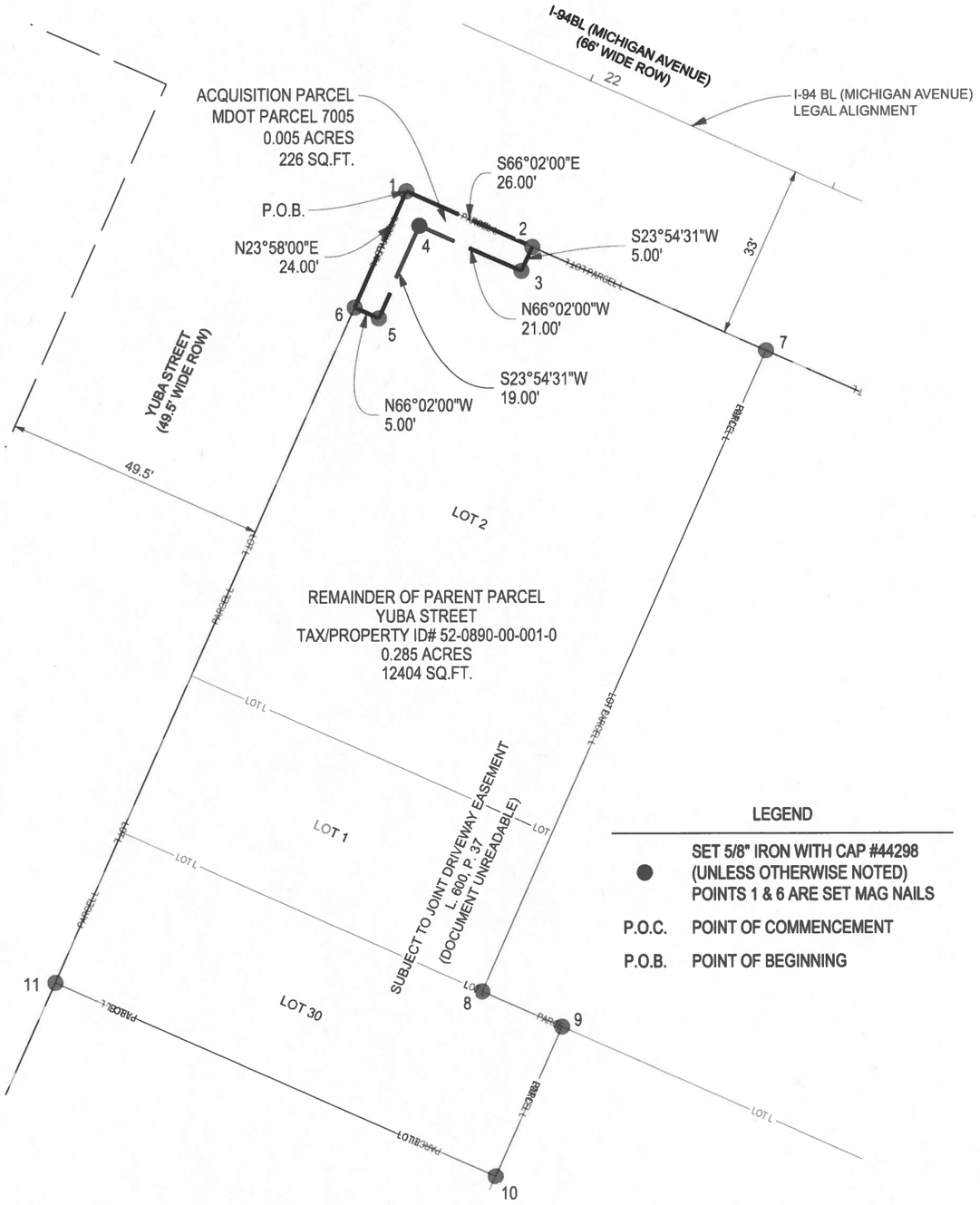
1. "Assessor's Replat of Beache's Addition", according to the plat thereof recorded in Liber 9 of Plats, on Page 8, Calhoun County Records.
2. ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company, Devon Title Agency, Commitment No. 20216169, Commitment Date: August 06, 2025 at 8:00 am.
3. Quit Claim Deed as recorded in Liber 1438, Pages 210-212, Calhoun County Records.
4. Quit Claim Deed as recorded in Liber 1321, Pages 883-885, Calhoun County Records.
5. Joint Driveway Easement as recorded in Liber 600, Page 37, Calhoun County Records (Document unreadable).



FOR: MDOT Michigan Department of Transportation	
PREPARED BY: FISHBECK, 1515 ARBORETUM DRIVE SE, GRAND RAPIDS, MI 49546	
DRAWN BY: MLN	CHECKED BY: MWP
FILE:CS13161_JN219406_Parcel 7005.dgn	
CS: 13161	JN: 219406
ROUTE: I-94 BL	PARCEL NO: 7005
DATE: 2025-10-07	SHEET: 2 OF 3

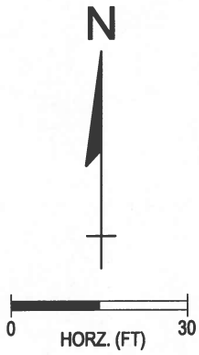
CERTIFICATE OF SURVEY

THIS SURVEY WAS PERFORMED FOR A PROPERTY TRANSFER FOR MDOT R.O.W. ACQUISITION. NO DIVISIONS OR SUBDIVISIONS WERE MADE, AND THE RESULTING MDOT PARCEL SHALL NOT BE CONSIDERED A BUILDING SITE AS DEFINED BY PUBLIC ACT 288 OF 1967, AS AMENDED.



LEGEND

- ● SET 5/8" IRON WITH CAP #44298 (UNLESS OTHERWISE NOTED) POINTS 1 & 6 ARE SET MAG NAILS
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



COORDINATES (MCS83 ZONE 2113)				
POINT #	NORTHING	EASTING	STA	OFFSET
1	297999.13	12904886.94	21+76.71	33.00' RT
2	297988.56	12904910.70	22+02.71	33.00' RT
3	297983.99	12904908.67	22+02.71	38.00' RT
4	297992.52	12904889.48	21+81.71	38.00' RT
5	297975.14	12904881.81	21+81.77	57.00' RT
6	297977.19	12904877.19	21+76.71	57.00' RT
7	297968.95	12904954.81	22+50.99	33.00' RT
8	297848.12	12904901.28	22+51.15	165.16' RT
9	297841.42	12904916.37	22+67.66	165.15' RT
10	297813.13	12904903.81	22+67.68	196.10' RT
11	297850.00	12904820.83	21+76.87	196.12' RT

SEAL

STATE OF MICHIGAN
Mark
William
Powell
License No.
4001044298
LICENSED PROFESSIONAL SURVEYOR

I, Mark W. Powell, being a Surveyor Licensed in the State of Michigan, hereby certify that I have surveyed and mapped the above parcel of land, and that I have complied with the regulations of Public Act 132 of 1970 as amended.

Mark W Powell 10/7/2025
SIGNATURE DATE

MARK W. POWELL, P.S.
LICENSED PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 4001044298

FOR: MDOT Michigan Department of Transportation

PREPARED BY:
FISHBECK
1515 ARBORETUM DRVE SE
GRAND RAPIDS, MI 49546

DRAWN BY: MLN	CHECKED BY: MWP
FILE: CS13161_JN219406_Parcel 7005.dgn	
CS: 13161	JN: 219406
ROUTE: I-94 BL	PARCEL NO: 7005
DATE: 2025-10-07	SHEET: 3 OF 3

Resolution No: 365

City Commission Meeting 4/7/2026

365 - A Resolution seeking authorization for the City Manager to execute all documents necessary to purchase 42.05 square feet of land located at 200 W. Michigan Avenue, Parcel No. 52-0254-00-051-0, from Burnham Brook Community Center for $1,051.25.

Battle Creek City Commission

Action Summary

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

Summary

RESOLUTION NO. 365

Resolved by the Commission of the City of Battle Creek:

That Section 12.1 of the Charter of the City of Battle Creek authorizes the City to purchase real property and the City believes it is in its best interest to do so in this instance in order to provide the City land on which to reconstruct sidewalk ramps to current Americans with Disabilities Act standards. The purchase price of $1,051.25 is based upon a valuation reached in a market study provided by the Michigan Department of Transportation.

That the City Manager is authorized to execute all necessary documents, in a form approved by the City Attorney, to purchase 42.05 square feet of vacant land at 200 W. Michigan Avenue, Parcel No. 52-0254-00-051-0, from Burnham Brook Community Center, pursuant to terms and conditions of the attached Good Faith Written Offer, which has been approved by the City Attorney's Office. The portion of the parcel to be conveyed is legally described as:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 34, CITY OF BATTLE CREEK, RANGE OF BLOCKS 4, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 2 OF PLATS ON PAGE 42 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE LOT 34, 10.01 FEET; THENCE SOUTHEASTERLY 39.66 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 34 WHICH LIES 27.84 FEET SOUTHEASTERLY FROM THE POINT OF BEGINNING; THENCE

NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 27.84 FEET TO THE POINT OF BEGINNING.

The lands described above in fee contain 42.05 square feet.

For the purchase price of One Thousand Fifty-One and 25/100 Dollars ($1,051.25), upon additional terms and conditions as may be approved by the City Attorney.

Amanda Zimmerlin, the City Manager of Battle Creek, is authorized to execute any required closing documents to complete this purchase as detailed above.

Budgetary Considerations

The $1,051.25 purchase price will be paid for from G/L 402.901.4021.801310 MAJOR ST-SIDEWALKS-CONTRACTS-NONMOTORIZ.

History, Background and Discussion

The Department of Public Works is charged with maintaining city streets and coordinating road projects with the Michigan Department of Transportation (MDOT) when necessary. MDOT will be assisting with funding a road reconstruction project that includes the intersection of Michigan Avenue and Gould Street. MDOT has requested the City acquire ownership of 42.05 square feet of 200 W. Michigan Avenue, Parcel No. 52-0254-00-051-0, from Burnham Brook Community Center for updating the sidewalk ramps to current Americans with Disabilities Act standards. The desired portion is located at the NE corner of Michigan Avenue and Gould Street. The good faith offer was based upon a valuation reached in a market study prepared by MDOT.

Positions

Attachments

1. 200 West Michigan Ave Good Faith offer-signed — 200 West Michigan Ave Good Faith offer-signed.pdf
2. KOOL CENTER RAMP PROP-Model — KOOL CENTER RAMP PROP-Model.pdf

If you require assistance accessing this information or require it in an alternative format, contact:
ADA Information Line at Ph number: 800-514-0301

Good Faith Offer Letter

2/05/2026

Burnham Brook Community Center
200 West Michigan Avenue
Battle Creek, MI 49017

Subject: Property acquisition for sidewalk ADA ramp
Address: 200 W. Michigan Avenue, Battle Creek, MI, 49017

Dear Burnham Brook Community Center,

The City of Battle Creek has determined that it is necessary to acquire in Fee on a portion of your property as described in the attached Legal Description and Sketch of Description for the project along Michigan Avenue.

The City of Battle Creek is authorized to acquire interests in the property by purchase or condemnation. In accordance with state law governing the acquisition of property this letter is the City of Battle Creek's unitary Good Faith Written Offer (GFO) for the property rights to be acquired.

The City of Battle Creek has established its estimate of just compensation for the property rights to be acquired. This GFO is based upon the valuation set forth in the enclosed Appraisal. This report is to be considered part of this GFO. The valuation report was prepared based on the state of the market and the facts known as the date of the report.

The City of Battle Creek's GFO for the property rights to be acquired is itemized below:

Description	Just Compensation Offered
420.5 SFT valued at $2.50 per SFT	$1,051.25
TOTAL	**$** $1,051.25

Accordingly, the total amount that the City of Battle Creek is offering to you is $1,051.25. This offer is valid only until 3/05/26, after which time the City of Battle Creek may pursue a condemnation case if we have not reached an agreement.

Please review all the materials carefully and let us know in writing if you believe anything of significance has been omitted with respect to the amount of money you should be paid. The City of Battle Creek will review the items you identify and will respond accordingly if any changes will be made to its GFO. We are also available to discuss this offer with you and answer any questions you may have related to this GFO and the condemnation process.

The City of Battle Creek waives the right to bring federal or state cost recovery actions against you (the present owners) and/or any other potentially responsible parties relating to any release of hazardous substances on the property. If you have any questions regarding this provision, please let us know.

If you are willing to accept the City of Battle Creek's GFO and agree to the terms and conditions set forth in the following Addendum(a), please sign and date the Acceptance of the GFO, following the execution directions on each document. Please return the executed documents to my attention.

Thank you for your consideration of the City of Battle Creek's GFO. If you have any questions, please contact me at 269-966-3355 or tjmccrumb@battlecreekmi.gov

Sincerely,

Tad McCrumb
Assistant City Engineer
City of Battle Creek

Enclosures:
Acceptance of Good Faith Offer,
Sketch of Description
Market Study
Just Compensation Authorization

Acceptance

The undersigned accept(s):
$ 1,051.25 for the property described in the Good Faith Offer made to Burnham Brook Community Center.

dated: 2/9/2026

Furthermore, the undersigned agree(s) to the following terms and conditions set forth Below, in attached Addendum, etc.:

Signature: _____ Signed Date: 02/09/2026

Signatory Name: MARY MULLETT

Signatory Title: PRESIDENT & CEO BCCF

Witness Signature: _____ Witness Date: 2/9/2026

Witness Name: Maya Williams Administrator Pool Center

Signature: _____ Signed Date: _____

Signatory Name:

Signatory Title:

Witness Signature: _____ Witness Date: _____

Witness Name:

Just Compensation Authorization

The necessary property rights for the parcel(s) listed have/has been valued by a waiver valuation or an appraisal/appraisal review.

Parcel Identifier	Owner Name	Zoning &/or H&BU (Res, Com, etc.)	Existing Parcel Size (Ac/SF)	Valuation Type (WV-Appraisal)	Acquisition Type (Esmt, Temp, etc.)	Acquisition Size (SF)	$/SF	Value	Factors Applied (Cap rate, Years, etc)	Total WV Value or Appraised Value	Damages-Cost to Cure	Estimated Just Compensation Total	Total Offer
0254-00-051-0	Burnham Brook Community Center	Comm	3.852 Ac	WV-MS	Fee	420.5	$2.50	$1,051.25	$0.00	$0.00	$0.00	$1,051.25	$1,051.25
								0					
								0					
								0					
								0					

H&BU=Highest and Best Use, Res=Residential, Com=Commercial, Ac=Acreage, SF=Square Foot, WV=Waiver Valuation, Esmt=Easement, Temp=Temporary Right (name type), Cap rate=Capitalization rate

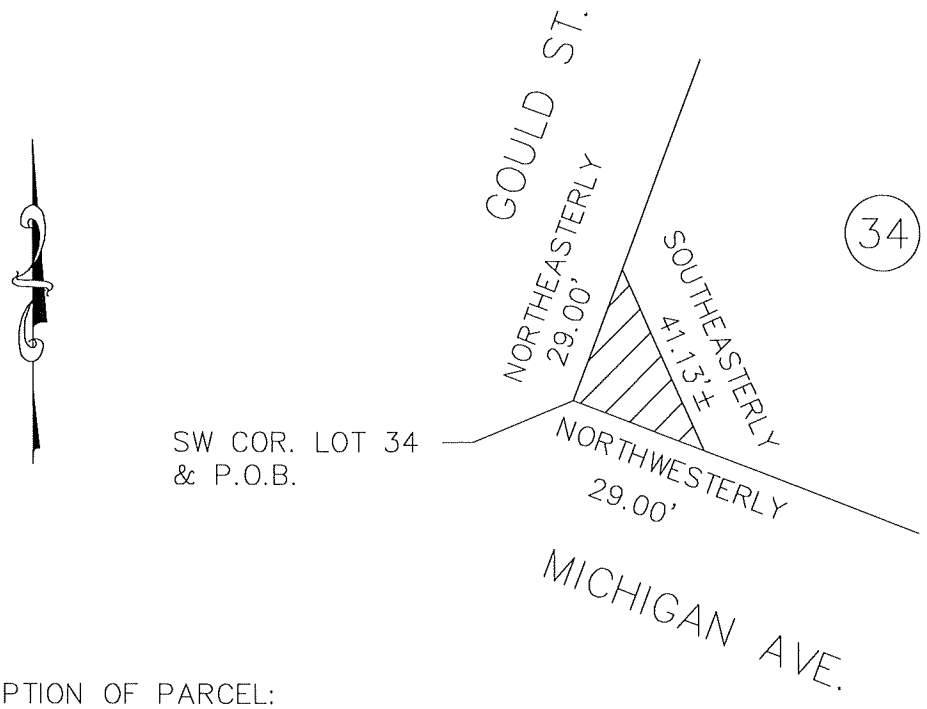
Notes: (explanation if needed for factors applied, etc.)

If a Waiver Valuation was used, the agency certifies that:

- **The agency representative that made the determination to use a Waiver Valuation is competent in the real estate field and understands the valuation principles, techniques, and use of appraisals.**
- **The acquisition is uncomplicated and will not cause damage to the remainder property that cannot be cured.**
- **The total estimated just compensation is $15,000 or below; or, is $35,000 or below for a government to government transaction.**

The person signing below is authorized to set the compensation on behalf of the agency and by signing below approves the above amounts to be offered.

Authorized LPA Official	Title	Date
	DPW Director	1/30/2016



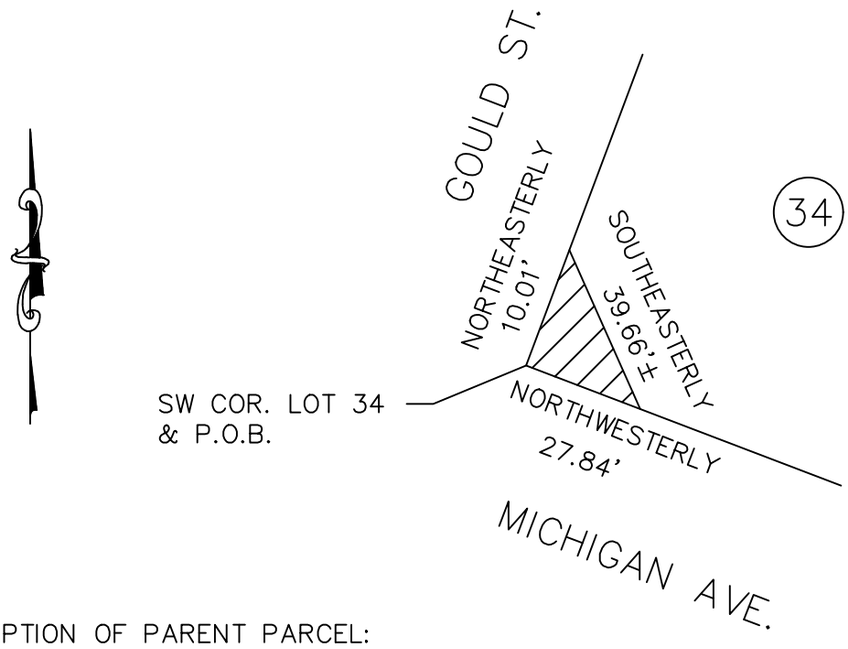
DESCRIPTION OF PARCEL:

ALL OF LOTS 26 THRU 41 OF THE CITY OF BATTLE CREEK, RANGE OF BLOCKS 4, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 2 OF PLATS ON PAGE 42 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN, ALSO ALL OR PART OF LOTS 24, 25, 42, 43 & 44 DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF VAN BUREN STREET DISTANT N. 70°36'02" W. 87.09 FEET FROM THE NORTHWESTERLY CORNER OF LOT 23; THENCE S. 19°30'00" W. 30.00 FEET; THENCE S. 10°09'53" W. 212.15 FEET; THENCE S. 19°30'00" W. 50.00 FEET; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF MICHIGAN AVENUE TO THE SOUTHWEST CORNER OF LOT 42; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF LOTS 42 & 25 TO THE NORTHWEST CORNER OF LOT 25; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF VAN BUREN STREET TO THE POINT OF BEGINNING.

DESCRIPTION OF EASEMENT TO CITY OF BATTLE CREEK:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 34, CITY OF BATTLE CREEK, RANGE OF BLOCKS 4, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 2 OF PLATS ON PAGE 42 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN; THENCE NORTHEASERLY ALONG THE WESTERLY LINE LOT 34, 30.00 FEET; THENCE SOUTHEASTERLY 41.13 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 34 WHICH LIES 30.00 FEET SOUTHEASTERLY FROM THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 30.00 FEET TO THE POINT OF BEGINNING.

ENGINEERING DEPARTMENT CITY OF BATTLE CREEK, MICHIGAN		
TITLE: SKETCH OF DESCRIPTION		
DRAWN BY: RHP	APPROVED: TJM	DATE: 10/2025
SCALE: 1"=40'	SHEET 1 OF 1 SHEETS	DWG. NO. 00000



DESCRIPTION OF PARENT PARCEL:

ALL OF LOTS 26 THRU 41 OF THE CITY OF BATTLE CREEK, RANGE OF BLOCKS 4, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 2 OF PLATS ON PAGE 42 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN, ALSO ALL OR PART OF LOTS 24, 25, 42, 43 & 44 DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF VAN BUREN STREET DISTANT N. 70°36'02" W. 87.09 FEET FROM THE NORTHWESTERLY CORNER OF LOT 23; THENCE S. 19°30'00" W. 30.00 FEET; THENCE S. 10°09'53" W. 212.15 FEET; THENCE S. 19°30'00" W. 50.00 FEET; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF MICHIGAN AVENUE TO THE SOUTHWEST CORNER OF LOT 42; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF LOTS 42 & 25 TO THE NORTHWEST CORNER OF LOT 25; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF VAN BUREN STREET TO THE POINT OF BEGINNING.

DESCRIPTION OF PARCEL TO BE DEEDED TO THE CITY OF BATTLE CREEK:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 34, CITY OF BATTLE CREEK, RANGE OF BLOCKS 4, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 2 OF PLATS ON PAGE 42 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN; THENCE NORTHEASERLY ALONG THE WESTERLY LINE LOT 34, 10.01 FEET; THENCE SOUTHEASTERLY 39.66 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 34 WHICH LIES 27.84 FEET SOUTHEASTERLY FROM THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 27.84 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF REMAINING PARCEL:

ALL OF LOTS 26 THRU 41 OF THE CITY OF BATTLE CREEK, RANGE OF BLOCKS 4, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 2 OF PLATS ON PAGE 42 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN, ALSO ALL OR PART OF LOTS 24, 25, 42, 43 & 44 DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF VAN BUREN STREET DISTANT N. 70°36'02" W. 87.09 FEET FROM THE NORTHWESTERLY CORNER OF LOT 23; THENCE S. 19°30'00" W. 30.00 FEET; THENCE S. 10°09'53" W. 212.15 FEET; THENCE S. 19°30'00" W. 50.00 FEET; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF MICHIGAN AVENUE TO THE SOUTHWEST CORNER OF LOT 42; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF LOTS 42 & 25 TO THE NORTHWEST CORNER OF LOT 25; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF VAN BUREN STREET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM, BEGINNING AT THE SOUTHWEST CORNER OF LOT 34, CITY OF BATTLE CREEK, RANGE OF BLOCKS 4, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 2 OF PLATS ON PAGE 42 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN; THENCE NORTHEASERLY ALONG THE WESTERLY LINE LOT 34, 10.01 FEET; THENCE SOUTHEASTERLY 39.66 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 34 WHICH LIES 27.84 FEET SOUTHEASTERLY FROM THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 27.84 FEET TO THE POINT OF BEGINNING.

ENGINEERING DEPARTMENT CITY OF BATTLE CREEK, MICHIGAN		
TITLE: SKETCH OF DESCRIPTION		
DRAWN BY: RHP	APPROVED: JTG	DATE: 7/2024
SCALE: 1"=40'	SHEET 1 OF 1 SHEETS	DWG. NO. 00000