



## **Agenda: Battle Creek City Commission**

Meeting Date: September 17, 2024- 7:00 PM

Location: City Commission Chambers

Chair: Mayor Mark A. Behnke

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

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### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **PROCLAMATIONS AWARDS**

Beautiful Battle Creek Awards

Proclamation for National Big Brothers Big Sisters' Month

Proclamation for Constitution Week

### **CHAIR NOTES ADDED OR DELETED RESOLUTIONS**

### **PETITIONS COMMUNICATIONS REPORTS**

### **PUBLIC COMMENT REGARDING ANY SPECIFIC AGENDA ITEM**

(Limited to three minutes per individual)

### **PUBLIC HEARING**

A Public Hearing to hear public comments on the 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER) reporting on City use of federal Community Development Block Grant (CDBG) and HOME Investment Partnership funds.

### **ADOPTION OF ORDINANCES**

- 544 A Resolution seeking adoption of Proposed Ordinance #15-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 23, modifying the terms of a Payment in Lieu of Taxes for the Housing Development to be known as "Station Side Lofts."
- 545 A Resolution seeking adoption of Proposed Ordinance #16-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 22, modifying the terms of a Payment in Lieu of Taxes to Northern Pines Apartments previously approved on October 17, 2023.
- 546 A Resolution seeking adoption of Proposed Ordinance #17-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 24, modifying the terms of a Payment in Lieu of Taxes for the Housing Development to be known as "Manchester Place."

## **COMMISSION COMMENT REGARDING MEETING BUSINESS**

### **CONSENT AGENDA**

#### **Minutes:**

Minutes for the September 3, 2024 City Commission Regular Meeting

#### **Petitions, Communications, Reports:**

City Manager's Report for September 17, 2024

Review Committee Meeting Minutes for September 11, 2024

#### **Resolutions:**

- 547 A Resolution appointing Albert Morehart as a new member to the Local Development Finance Authority.
- 548 A Resolution appointing Brandon Upston as the Dangerous Building Hearings Officer.
- 549 A Resolution appointing Kate Flores as a new member to the Civil Service Commission.
- 550 A Resolution seeking acceptance of the lowest responsive, responsible bid for CW Post Monument and Cairn Restoration project from RAM Construction Services of Michigan, Inc., in a not-to-exceed amount of \$56,297.00.

### **RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA**

- 551 A Resolution seeking authorization for the City Manager to enter into a 2025 Emergency Commercial and Industrial Demand Response Agreement with Consumers Energy related to City Hall.
- 552 A Resolution seeking authorization for the City Manager to enter into a 2025 Emergency with Generator Commercial and Industrial Demand Response Customer Agreement with Consumers Energy for ten lift stations.
- 553 A Resolution seeking approval for an amendment to the 2024/2025 Fee, Bond, and Insurance Schedule for the Hamblin Avenue parking structure.
- 554 A Resolution seeking to honor the invention of Peanut Butter in the City of Battle Creek.
- 555 A Resolution seeking authorization for the City Manager to (re)employ, on a part-time basis, up to four (4) retired BCPD police officers (to be named) under 296.09(c).
- 556 A Resolution identifying the 2024-2025 goals for City Attorney William Kim's evaluation criteria.
- 557 A Resolution seeking to set a Closed Session on a labor matter for September 17, 2024.

### **GENERAL PUBLIC COMMENT**

(Limited to three minutes per individual)

### **COMMISSION COMMENTS**

### **RECESS**

### **CLOSED SESSION**

### **RETURN FROM RECESS**

### **ADJOURNMENT**

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

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

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

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

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

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

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

(f) Applicants or Appellants, as defined below, or an attorney retained to represent them, are not bound by the specific time limitations set out above but may have the amount of time deemed reasonably necessary by the Mayor or presiding official to present their case to the City Commission without violating the rules set out

below in sub-section 4(a) through (g), with which they are obligated to comply.

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

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

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

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

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

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

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

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

(d) Uses obscene or profane language;

(e) Engages in slanderous or defamatory speech;

(f) Uses derogatory racial, sexual or ethnic slurs or epithets relating to any individual or category of persons; or

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

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



General Detail                      NO.

Beautiful Battle Creek Awards

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Beautiful Battle Creek Awards September 2024**

**NPC 1**

Sandra L Roe  
56 Greble Street  
Battle Creek, MI 49014- Ward 3

**NPC 2**

No Nominations

**NPC 3**

Kathleen Southern  
235 Fairfield Avenue  
Battle Creek, MI 49015- Ward 4

Suiji's Burmese Cuisine LLC  
915 W Territorial Road  
Battle Creek, MI 49015- Ward 1

**NPC 4**

No Nominations

**NPC 5**

Cheryl F Roberts  
57 Bynum Drive  
Battle Creek, MI 49017- Ward 1

**NPC 11**

David Schrader  
126 Reyn Circle  
Battle Creek, MI 49015- Ward 4

Frey Battle Creek Property LLC  
100 E Columbia Avenue  
Battle Creek, MI 49015- Ward 4

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Battle Creek City Commission  
9/17/2024

## **Action Summary**

**Staff Member:** Marcie Gillette, Community Services Director

**Department:** Community Development

### **SUMMARY**

Beautiful Battle Creek Awards

### **BUDGETARY CONSIDERATIONS**

### **HISTORY, BACKGROUND and DISCUSSION**

### **DISCUSSION OF THE ISSUE**

### **POSITIONS**

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#### ATTACHMENTS:

<b>File Name</b>	<b>Description</b>
☐ Beautiful_Battle_Creek_Awards_September_2024.pdf	BBCA September 2024
☐ Beautiful_Battle_Creek_Award_56_Greble_Street.pdf	BBCA 56 Greble Street
☐ Beautiful_Battle_Creek_Award_235_Fairfield_Avenue.pdf	BBCA 235 Fairfield Avenue
☐ Beautiful_Battle_Creek_Award_915_W_Territorial_Road.pdf	BBCA 915 W Territorial Road
☐ Beautiful_Battle_Creek_Award_57_Bynum_Drive.pdf	BBCA 57 Bynum Drive
☐ Beautiful_Battle_Creek_Award_126_Reyn_Circle.pdf	BBCA 126 Reyn Circle
☐ Beautiful_Battle_Creek_Award_100_E_Columbia_Avenue.pdf	BBCA 100 E Columbia Avenue

## **Beautiful Battle Creek Awards September 2024**

### **NPC 1**

Sandra L Roe  
56 Greble Street Battle Creek, MI 49014- Ward 3

### **NPC 2**

No Nominations

### **NPC 3**

Kathleen Southern  
235 Fairfield Avenue Battle Creek, MI 49015 -Ward 4

Suipi's Burmese Cuisine LLC  
915 W Territorial Road Battle Creek, MI 49015- Ward 1

### **NPC 4**

No Nominations

### **NPC 5**

Cheryl F Roberts  
57 Bynum Drive Battle Creek, MI 49017- Ward 1

### **NPC 11**

David Schrader  
126 Reyn Circle Battle Creek, MI 49015- Ward 4

Frey Battle Creek Property LLC  
100 E Columbia Avenue Battle Creek, MI 49015- Ward 4

# BEAUTIFUL BATTLE CREEK AWARD

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PROUDLY PRESENTED TO  
**Sandra L. Roe**  
**56 Greble Street**

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

In testimony thereof, the Seal of the City of Battle Creek was affixed on the 17th Day of September, Two Thousand Twenty Four.

*James Moreno*

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NPC Chair

*Mark Beland*

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Mayor





# BEAUTIFUL BATTLE CREEK AWARD

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PROUDLY PRESENTED TO  
**Kathleen Southern**  
**235 Fairfield Avenue**

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

In testimony thereof, the Seal of the City of Battle Creek was affixed on the 17th Day of September, Two Thousand Twenty Four.

*Timothy Conlogue*

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NPC Chair

*Mark Beltrame*

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Mayor



# BEAUTIFUL BATTLE CREEK AWARD

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PROUDLY PRESENTED TO

## Suipi's Burmese Cuisine LLC 915 West Territorial Road

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

In testimony thereof, the Seal of the City of Battle Creek was affixed on the 17th Day of September, Two Thousand Twenty Four.

*Timothy Conlogue*

NPC Chair

*Mark Beltrame*

Mayor



# BEAUTIFUL BATTLE CREEK AWARD

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PROUDLY PRESENTED TO  
**Cheryl F. Roberts**  
**57 Bynum Drive**

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

In testimony thereof, the Seal of the City of Battle Creek was affixed on the 17th Day of September, Two Thousand Twenty Four.

*Kathy Antaya*

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NPC Chair

*Mark Beland*

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Mayor



# BEAUTIFUL BATTLE CREEK AWARD

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PROUDLY PRESENTED TO  
**David Schrader**  
**126 Reyn Circle**

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

In testimony thereof, the Seal of the City of Battle Creek was affixed on the 17th Day of September, Two Thousand Twenty Four.

*Andrew Duke*

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NPC Chair

*Mark Beltracchi*

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Mayor



# BEAUTIFUL BATTLE CREEK AWARD

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PROUDLY PRESENTED TO

## **Frey Battle Creek Property LLC** **100 East Columbia Avenue**

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

In testimony thereof, the Seal of the City of Battle Creek was affixed on the 17th Day of September, Two Thousand Twenty Four.

*Andrew Duke*

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NPC Chair

*Mark Beltrame*

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Mayor





General Detail NO.

Proclamation for National Big Brothers Big Sisters' Month

**BATTLE CREEK, MICHIGAN - 9/17/2024**

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

Proclamation for National Big Brothers Big Sisters' Month

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> National_Big_Brothers_Big_Sisters_Month_-_2024.pdf	Proclamation for National Big Brothers Big Sisters' Month

# Proclamation

**WHEREAS,** the health and educational well-being of children is the responsibility of all neighbors; and

**WHEREAS,** by strengthening our children through mentoring, we are building a stronger future for them, our communities, and our state; and

**WHEREAS,** the efforts of one individual mentoring through Big Brothers Big Sisters of Southwest Michigan will help ensure that a child realizes their own personal value and potential, and instill within them the hope for a bright future; and

**WHEREAS,** relationships with caring Big Brothers and Big Sisters offer youth valuable encouragement, motivation, and support to guide them in making positive choices; and

**WHEREAS,** the success indicators of Big Brothers Big Sisters show that youth with a Big Brother or a Big Sister in their lives are more likely to have a successful future and become a good neighbor; and

**WHEREAS,** in connection with the national mentoring effort, our local Big Brothers Big Sisters Agency is challenging neighbors of Battle Creek to step forward to volunteer to become a mentor;

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

## **“NATIONAL BIG BROTHERS BIG SISTERS MONTH”**

in the Battle Creek area and urge neighbors to use this time to better understand and recognize the need to help guide a local child to reach his or her full potential. Furthermore, I congratulate Big Brothers Big Sisters of Southwest Michigan for their continued success in helping meet the mentoring needs of children in our community.



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 17<sup>th</sup> day of September 2024.

A handwritten signature in black ink, appearing to read "Mark Behnke". The signature is written in a cursive style and is positioned above a horizontal line.

Mark A. Behnke, Mayor



General Detail NO.

Proclamation for Constitution Week

**BATTLE CREEK, MICHIGAN - 9/17/2024**

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

Proclamation for Constitution Week

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Proclamation_for_Constitution_Week_2024.pdf	Proclamation for Constitution Week 2024



# Proclamation

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2024, marks the two hundred and thirty-seventh anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this occasion; and

WHEREAS, Public Law 915, which was approved in 1956, guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE, I, Mark A. Behnke, Mayor of the City of Battle Creek, Michigan, do hereby proclaim *the week of September 17 – 23, 2024*, as

## “CONSTITUTION WEEK”

in the Greater Battle Creek Area and ask our neighbors to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

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 17<sup>th</sup> day of September 2024.



A handwritten signature in black ink, appearing to read "Mark Behnke", is written over a horizontal line.

Mark A. Behnke, Mayor



General Detail NO.

A Public Hearing to hear public comments on the 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER) reporting on City use of federal Community Development Block Grant (CDBG) and HOME Investment Partnership funds.

**BATTLE CREEK, MICHIGAN - 9/17/2024**

The City of Battle Creek, in accordance with Title I of the Housing and Community Development Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, is required to complete a performance report detailing the accomplishments of the Community Development Block Grant and HOME Investment Partnership programs each year.

The Community Services Department, Community Development Division has completed the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) reporting on City use of federal funding for housing and community development needs of low and moderate-income residents. This report was published on the City's website on August 28, 2024, and has made a draft available for review for a period of 15 days. Notice of this public hearing was published in the Battle Creek SHOPPER News on August 29, 2024, and on September 5, 2024, and was also translated into Spanish and published in the Nueva Opinion.

To qualify for federal CDBG and HOME funds, the City of Battle Creek each year publishes a Consolidated Performance and Evaluation Report and seeks public comments on the draft as required by the U.S. Department of Housing and Urban Development.

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Battle Creek City Commission  
9/17/2024

**Action Summary**

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

**Department:** Community Development

**SUMMARY**

A Public Hearing to hear public comments on the 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER) reporting on City use of federal Community Development Block Grant (CDBG) and HOME Investment Partnership funds.

**BUDGETARY CONSIDERATIONS**

There are no budgetary considerations at this time. The City received \$1,232,050 in CDBG funds in Program Year (PY) 2023, and \$1,228,110 for PY 2024. The City received \$337,287 in HOME Investment Partnership funding in PY 2023, and \$267,572 for PY 2024.

**HISTORY, BACKGROUND and DISCUSSION**

The CAPER is required to be submitted to the U.S. Department of Housing and Urban Development (HUD) no later than 90 days after the end of each Program Year. That makes the City of Battle Creek’s CAPER due to HUD no later than September 28, 2024. In addition, HUD regulations require the performance report be made available for public review and comment for at least 15 days prior to it being submitted to HUD.

This year the CAPER is available for public review and comment starting on from August 28, 2024, on the City's website and in the offices of the Community Development Division. After a 15-day comment period, a Public Hearing is being held before the City Commission to provide an opportunity for the City’s residents to comment on the performance report. Notice of the Public Hearing and of the availability of the CAPER were published in the Battle Creek Shopper News on Thursday, August 29, 2024, and Thursday, Sept. 5, 2024.

All comments received during the Public Hearing and the 15-day comment period will be considered and a summary of such comments will be attached to the CAPER when it is submitted to HUD.

The preparation, notice, and citizen comment period for the annual CAPER adheres to HUD regulations and to the City of Battle Creek’s Community Development Citizen Participation Plan.

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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ATTACHMENTS:

File Name	Description
📄 2023-_2024_CAPER_DRAFT.docx	2023-2024 CAPER

City of Battle Creek, Michigan  
Community Development

2023-2024 CAPER

(DRAFT)

Prepared for the  
U.S. Department of Housing  
and Urban Development



## **CR-05: Goals and Outcome**

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan.**

#### **91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Battle Creek, through its Community Development Division, is the entitlement grant administrator of the City's allocation of Community Development Block Grant (CDBG) program and HOME Investment Partnership (HOME) program. The Consolidated Annual Performance and Evaluation Report (CAPER) meets the reporting requirements in Section 104(e) of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 91 regarding the Consolidated Planning requirements.

In the 2023 Program Year (PY), which ran from July 1, 2023 through June 30, 2024, the City received CDBG funds of \$1,232,050 and HOME Investment Partnership funds of \$337,487. The CDBG funded Minor Home Repair program (using 2023 and prior year CDBG funds) assisted 85 households with health and safety repairs including roofs and furnaces spending a total of \$1.5 million during the program year. The City spent \$289,595 on funding Code Compliance in target areas in low and moderate-income areas of the City. The City spent \$60,000 supporting Legal Services Eviction Diversion Program and \$58,476 supporting VOCES with a Spanish language housing services outreach program. Along with its administration and planning, the City spent \$2.14 million in CDBG funds in PY 2023 using its current allocation and funds remaining unspent from previous years.

With the HOME Investment Partnership Program, the City spent \$152,308 in Tenant-Based Rental Assistance, Administration and Homeowner Rehabilitation.

The CAPER provides information on the outcomes of projects and activities proposed in the City's 2023-24 Annual Action Plan highlighting the community development initiatives accomplished during the period of July 1, 2023 through June 30, 2024. This is the City of Battle Creek's fifth annual performance report for the 2020 - 2024 Consolidated Plan.

In the 2023-24 program year, the City of Battle Creek's Community Development Division made progress towards fulfilling the goals of the City's 2020-24 Consolidated Plan. Following a couple years significantly impacted by the coronavirus pandemic, the City's community development priorities and staff operations began to return to normal. However, there were continued disruptions to division operations such as supply chain issues, increased construction material costs, and high staff turnover due. The City continued to administer the additional resources allocated to address needs arising from the pandemic, including the remaining CDBG-CV funds and HOME-ARP funds. Here is the breakdown of amounts of funding and the accomplishments of the City's CDBG-CV program:

CDBG Corona Virus Emergency Funding responding to an increase in homelessness and to social distance during the COVID Pandemic		
Type of Assistance Funded/Agency	Amount	Dates of Service/Number of persons or households served
Emergency Hotel Vouchers (SAFE PLACE)	\$ 20,000.00	4/2020-6/2021, 285 domestic violence survivors housed in hotels; safe, socially distanced shelter
Eviction Diversion (Legal Services)	\$ 20,000.00	7/2020-12/2020, 85 persons assisted
Housing Case Management (Summit Pointe)	\$ 21,708.00	10/2020-9/2021, housing information and referrals for 44 households
Housing Case Management (NIBC)	\$ 38,292.00	1/2022-6/2023, housing information and referrals for 52 households
Utility Assistance (Community Action)	\$ 56,313.72	7/2020-12/2020, utility assistance assisted 46 households
Housing-related Interpretation and Advocacy (VOC)	\$ 59,491.63	7/2020-4/2021, served 85 people (78 Spanish-speaking)
Emergency Homeless Shelter (The SHARE Center)	\$ 62,885.97	10/2020-3/2021, funding to operate Full Blast as a homeless shelter, 349 people assisted
CDBG-CV: City of Battle Creek General Admin.	\$ 142,404.31	1/2020-12/2024, City Administration to plan and administer funding
Rental Assistance (Summit Pointe)	\$ 148,711.73	6/2020-3/2021, rental assistance for 44 households
Homeless Shelter (Battle Creek Shelter)	\$ 200,000.00	1/2022-5/2022, expanded hours at a new shelter, 451 people assisted
Rental Assistance (Neighborhoods, Inc., new HARA)	\$ 235,168.64	1/2022-1/2024, three months of rental assistance plus security deposits and utility deposits, 71 households assisted
<b>Total CDBG-CV Funds Spent</b>	<b>\$ 1,004,976.00</b>	

Starting in 2015, the City has raised awareness about lead poisoning and made abating lead hazards in homes with lead poisoned children a priority. In the 2023-24 program year, the City spent \$1.59 million on lead abatement through its Medicaid Childhood Health Improvement Program (CHIP) Lead Hazard Reduction grant to conduct lead abatement in 24 homes, and the City spend \$1 million to conduct lead abatement in 22 homes through a Lead Hazard Reduction grant funded through the U.S. Department of Housing and Urban Development.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Includes categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date - To be completed in final draft**

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The goal of the City’s Five Year Consolidated Plan is to ensure safe, prosperous, and equitable communities by creating strong, sustainable, and inclusive neighborhoods and quality affordable homes for all people of Battle Creek.

In order to achieve this goal, the plan has six strategic priorities. The accomplishments of the City and its partners from the 2023-24 program year highlight the progress being made to address these priorities:

**Local Priority 1: Ensure Housing is Affordable, Accessible, and Safe**

Communities are stronger when people have access to quality, affordable and safe housing. This priority encompasses preserving current affordable housing, development of new units, increasing the diversity of housing options, ensuring that low and moderate income neighborhoods benefit from housing resources, and ensuring that rental housing is safe.

- The City’s Minor Home Repair program completed 85 projects for low and moderate income home owners.
- The City’s CHIP Medicaid-funded Lead Safe Program completed full lead abatement of 24 residential units, and the HUD Lead Safe Program funded 22 additional abatements.
- Overall, Code Compliance took 5,064 actions to inspect or work with property owners.
- Code Compliance completed 814 rental property registrations within CDBG target areas.
- Code Compliance conducted 3,973 property surveys in target neighborhoods.
- Code Compliance cited 166 housing code violations.

**Local Priority 2: Activate Underutilized Land in Low Income Neighborhoods**

The City will encourage the activation of public, vacant and/or underutilized land in low income areas, consistent with the City’s master plan. Activation of these spaces enables communities to preserve natural resources for public use; promote higher densities and a wider range of land uses around downtown and major corridors; assemble property for larger scale developments and improve connectivity between neighborhoods and the downtown.

- Calhoun County Land Bank Authority (CCLBA) continued efforts to support the community garden at Fremont/McKinley Revitalization Area, with plans to install a water hydrant at Fremont Gardens. The First Congregational Church has partnered on this project and will continue to pay for the service once install is completed. The garden will serve and be available to Fremont/McKinley neighborhood members.
- CCLBA continued to be engaged in Post/Franklin (NPC1) and Central BC (NPC3) and attended meetings with discussion of the land reuse strategy of vacant properties in these areas. These will be addressed by CCLBA in the future with community engagement. Staff also plans to replace the pop-up selfie station murals in time for this summer’s Color the Creek festival.
- CCLBA has continued and progressed work in the Northcentral (NPC 2) area also known as the Washington Heights Neighborhood (WHN) with their Advisory Committee (AC). The AC worked diligently in 2023 to decide the disposition of 167 or 257 properties that are owned the CCLBA. The end use of the properties activated land for development, side lots to adjacent owners, beautification, and other uses of the properties in the community.

- Youth Village Child Learning Center – This project’s plan to activate underutilized land in the Washington Heights area, a historic and low- to moderate-income neighborhood, is commendable. Establishing a childcare center can have a positive impact on the community, as it provides essential services to local families while also serving as a catalyst for future development in the surrounding city block. To ensure the successful implementation of the project, several key steps and considerations are being taken:
  - Environmental Assessments (EA): Completing the EA is crucial to evaluate the potential environmental impacts of the project and ensure compliance with local regulations. The assessment will be carried out thoroughly and transparently to address any concerns from the community or environmental authorities.
  - Soil Mitigation: The City is working with the environmental company to conduct proper soil mitigation measures before breaking ground. This will ensure the safety and stability of the construction and prevent any potential hazards.
  - Financial Accessibility: Since the project aims to benefit the low- to moderate-income population, staff of the Youth Village Learning Center will provide quarterly activity and progress reports to the City of Battle Creek for a period of five years.
  - Long-Term Vision: The childcare center will act as a launching point for further development in the area, providing amenities to the local low- to moderate-income population that lives there.

### **Local Priority 3: Alleviate Poverty**

Individuals and families can be said to be in poverty if they have resources far below those of an average individual or family and if the impact is that they are essentially excluded from ordinary patterns, customs, activities, or quality of life. This priority encompasses strategies that raise income, reduce the impact of being low income, and break up concentrated poverty.

- Legal Services’ eviction diversion program served 126 households helping to prevent homelessness.
- VOCES provided housing advocacy and interpretation services to 82 Hispanic and Latino families to help them access resources.

The City of Battle Creek’s Transit Department with PY 2023 CDBG funding will renovate four important bus stops with handicapped accessibility along with improvement to two other existing stops. This work is in process and will be completed by the end of 2024 calendar year. This work will use \$200,000 in construction and relocation of bus stops to provide safer, more frequent, more accessible public transportation to underserved areas. The allocation will include the cost of purchasing bus stop signs, shelters, creating ADA compliant cement boarding pads and paths, curb cuts, installation of crosswalks, and pedestrian signage. The proposed locations for the bus stop improvements are Springview Avenue/Roosevelt Avenue/North Avenue (Springview Towers), Lennon Street at Michigan Avenue (Arbor Pointe Apartments), Bedford Road N. at Bent Tree Apartments, and the Family Fare Super Market located on Michigan Avenue W. The identified stops, located in the North Central and Urandale Neighborhood Planning Councils, have been identified as lacking necessary ADA features, providing inadequate shelter for passengers waiting for public transportation, pose safety concerns for vehicle traffic, and/or require relocation for route service. These stops all serve high density housing and/or stops located at essential access to resources. Access to public transportation provides vital access to community resources such as



healthcare, education, employment, and recreation. These improvements will increase access to public transportation by creating ADA accessible paths to bus stops, creating safe, desirable locations to wait for buses, and allowing route improvements that increase frequency. The construction and relocation of bus stops by Battle Creek Transit is expected to be finished by the end of this fiscal year.

The City of Battle Creek has established a robust and collaborative partnership with Neighborhoods Incorporated of Battle Creek, serving as the city's Housing and Redevelopment Authority (HARA). Neighborhoods, Inc. administers a HOME-funded Tenant-Based Rental Assistance Program (TBRA).

In the PY 2024, the City will be issuing a Request for Proposals for a subrecipient to administer \$200,000 of down payment assistance program funded by the HOME program. This program is designed to extend financial aid to qualified homebuyers, facilitating their ability to cover down payment and closing costs, thereby enhancing affordability and accessibility to homeownership. This program would be combined with a homeownership counseling program providing a comprehensive support framework for prospective homeowners. The City plans to allocate funds to support the implementation of the DPA program in the 2024 Program Year.

#### **Local Priority 4: Community Engagement through Collaboration and Empowerment**

This priority promotes engagement and empowerment at all levels of the community. Empowerment refers to the process by which people gain control over the factors and decisions that shape their lives. To that end, this priority puts an emphasis on projects that promote ownership, create or clarify pathways for community members to access and utilize resources; and/or that engage them in community decision making processes.

Other objectives in this priority promote organizing at the institutional and organizational level to create a sense of shared purpose, increase capacity, coordinate planning, partner across sectors and build coalitions.

- City staff serve as members of the *Beyond Separation* Design Team of the Truth, Racial Healing, and Transformation (TRHT) Initiative. TRHT is a community-wide collaborative initiative funded by the W.K. Kellogg Foundation focused on creating a racial equity movement in Battle Creek. The Beyond Separation team is focused on housing and addressing segregation and is comprised of representatives from the City, the Battle Creek Area Association of Realtors, the Fair Housing Center of Southwest Michigan, the Urban League, Neighborhoods Incorporated of Battle Creek, and community members.
- The Battle Creek Area Association of Realtors has established a Committee for Diversity and Inclusion (CDI). The committee is comprised of representatives from the City, Neighborhoods Incorporated of Battle Creek, local Realtors, the Calhoun County Land Bank Authority, and local banks and credit unions. They have taken the lead on building equitable pathways to homeownership for people of color, creating a more diverse association and leadership to better serve the Battle Creek community and advocating for and promoting fair housing among members and in the community. This committee was formed because of the Fair Housing investigations into discrimination in the real estate market that was funded by Community Development. This year they organized four Homebuyer Workshops in low- to moderate-income neighborhoods. To ensure inclusivity and accessibility, each workshop provided Spanish and

Burmese interpretation services, facilitating engagement and understanding for those residents. Additionally, the Committee for Diversity and Inclusion (CDI) is actively seeking to forge partnerships with the Swahili residents of Battle Creek, a rapidly growing population that has become an essential part of the community over the past two years.

- City staff continue to serve on the Battle Creek Homeless Coalition and Housing Solutions Board.

### **Local Priority 5: Affirmatively Further Fair Housing**

Fair housing is the right to choose housing free from unlawful discrimination. Federal, state and local fair housing laws protect people from discrimination in housing transactions such as rentals, sales, lending, and insurance. When accepting grant funds from HUD, the City agrees to use the funds affirmatively further fair housing.

- The Committee for Diversity and Inclusion within Battle Creek's Area Association of Realtors, featuring representation from the City, plays a pivotal role in enhancing awareness and understanding of fair housing rights. This is achieved through the integration of educational initiatives within all of their home-buying workshops, which are specifically tailored to engage a BIPOC (Black, Indigenous, and People of Color) audience. Through these efforts, the committee aims to empower individuals with the knowledge and tools needed to navigate the housing market while ensuring their fair housing rights are upheld.
- The City is planning a collaborative endeavor with the newly established Diversity, Equity, and Inclusion (DEI) Officer of the City of Battle Creek. This strategic partnership will focus on conducting a comprehensive fair housing assessment. Through this assessment, the City aims to gain a thorough understanding of the local housing landscape, identify potential disparities, and implement measures to foster inclusivity and fairness within housing practices. The involvement of the DEI Officer underscores the City's commitment to promoting equitable access to housing opportunities for all residents.
- Hired Truth, Racial Healing, and Transformation (TRHT) Initiative to complete an Affirmative Marketing Report and Plan for the implementation of the City's CDBG-CV grants. Available online at: [Affirmative Marketing Report and Plan - Google Docs](#).
- Based on findings of the Affirmative Marketing Report, the City funded a position at VOCES to provide housing case management for Latino individuals and families affected by the pandemic.

### **Local Priority 6: Restore Vitality in Low Income Neighborhoods**

Vibrant and strong neighborhoods make a strong city. They possess a sense of place and a feeling of safety and familiarity. Houses are occupied and well maintained and public spaces are inviting, walkable, and lively. Strategies and projects that successfully address this priority create, facilitate, ensure, or enhance these conditions.

- Code compliance completed 5,064 code actions in CDBG target areas to address health and safety issues
- Calhoun County Land Bank Authority's (CCLBA) concentrated work in the Northcentral (NPC 2) area with W.K. Kellogg Foundation funding continues to be driven by the community engagement of the Washington Heights Neighborhood Advisory Committee. CCLBA staff with this 14-member group of residents, property, and business owners, elected official and community leaders has had success in

providing a platform for citizens to engage in the use of the property that is vacant in their neighborhood. This engaged group has promoted community forums, Battle Creek Area Habitat for Humanity, the city's community services division (historic district commission, zoning and code) to attend meetings to educate, inform and engage in their community. CCLBA has a memorandum of understanding with Washington Heights United Methodist Church for a future housing development on CCLBA property and formerly City of Battle Creek owned property and has worked to clear predevelopment hurdles.

- In addition, with funding from WKKF, the CCLBA is now able to provide clear title on properties being sold through its Side Lot Program and help owners combine the new lot with their existing home so long as there are no other barriers like an existing mortgage. The pilot program provides the new owner with clear title, and when possible, a combined property resulting in a better asset and investment.
- CCLBA also made investments in a handful of houses in its portfolio to return them to productive. Repairs include adding roofs, stabilizing foundations, and addressing site clearance needs. In addition, staff is working with partners to build support around the construction industry, specifically BIPOC and women tradespeople that could work on future projects, this is mainly being accomplished by monthly breakfasts that feature guest speakers and networking.

**CR-10: Racial and Ethnic composition of families assisted**

**Describe the families assisted (including the racial and ethnic status of families assisted).**

**91.520(a)**

	<b>CDBG</b>	<b>HOME</b>
White	46	7
Black or African American	67	24
Asian	0	0
American Indian or American Native	1	0
Black/African American & White	7	0
Other Multi-Racial	<b>82</b>	<b>0</b>
<b>Total</b>	208	<b>31</b>
Hispanic	82	1
Not Hispanic	126	30

**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

**Narrative**

The numbers represent outcomes from the CDBG and HOME programs. The number of persons served includes persons that benefitted from the following programs: minor home repair, eviction diversion services, housing case management, and Tenant-based Rental Assistance.

## CR-15: Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	\$1,232,050	\$2,142,757
HOME	HOME	\$337,487	\$152,308
CDBG-CV	CDBG-CV	\$92,100	\$92,100
HOME-ARP	HOME-ARP	\$1,047,502	\$388,243

Table 3 - Resources Made Available

CDBG available:

- CDBG General Administration \$123,199
- Planning Administration \$110,269
- Code Enforcement \$210,000
- Housing Rehab – Minor Home Repair \$1,501,217
- Fair Housing \$ 75,000 (PY 2024 Accomplishments)
- Transit Stop Enhancements \$ 200,000 (PY 2024 Accomplishments)
- Eviction Diversion, Public Service \$ 60,000
- Spanish Language Housing Services \$ 60,000

HOME available:

- HOME General Administration \$ 35,684
- Homeowner Rehabilitation \$74,624
- Infill Housing Program \$120,000 (PY 2024 Accomplishment)
- Tenant Based Rental Assistance \$ 133,787 (PY 2024 Accomplishments)
- Down Payment Assistance Program \$ 50,000 (PY 2024 Accomplishment)

CDBG-CV available (\$1,004,976 spend from 1/1/2020 – 1/31/2024), spent in PY 2023:

- General Administration (CDBG-CV) \$32,108
- Housing Case Management \$21,973
- Rental Assistance \$30,519
- Eviction Diversion \$20,000

HOME-ARP available (\$1,094,358):

CITY HOME-ARP Admin and Planning/Homeless Coalition Involvement	\$ 164,154.00
Gracious Homes-Supportive Services	\$ 52,000.00
Drop-In, Self Help dba The SHARE Center - Outreach/Transportation/Supportive Services	\$ 111,090.00
Case Management/Outreach Services -NIBC (HOME-ARP)	\$ 147,000.00
Haven Supportive Services (HOME-ARP)	\$ 252,000.00
Permanent Supportive Housing - Upholdings (55 units)	\$ 368,114.00
	\$ 1,094,358.00

**Identify the geographic distribution and location of investments – Still under analysis as of 8/29/2024**

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Fremont/McKinley Revitalization Area	10	16	See Below
Northcentral Revitalization Area	40	21	See Below
Post/Franklin Revitalization Area	20	14	See Below
Urbandale Revitalization Area	5	14	See Below
Wilson/Coburn Revitalization Area	15	27	See Below
Balance of City	10	8	

**Table 4 – Identify the geographic distribution and location of investments**

**Leveraging**

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

A great deal of money was used in this community that was not HUD money. This includes dollars received by the Battle Creek Housing Commission, Neighborhoods Inc., and Community Action.

- Community Action Agency completed 229 minor home repair projects for seniors totaling \$474,607 for seniors. The program is funded by the Calhoun County Senior Millage.
- Senior Millage assisted 3,000 senior, age 60 and over, in the 2023 fiscal year.
- In the 2023 fiscal year Neighborhoods Inc. of Battle Creek managed the Neighborhood Enhancement Program (NEP) through MSHDA totaling \$75,000 with an additional high-performer grant award of \$50,000. Through NEP, NIBC was able to assist 15 low-to-moderate income homeowners in Battle Creek with home enhancement and beautification repairs totaling \$94,761. Additionally, NIBC has recently been approved for funding through MI-HOPE (\$495,000) and MICH (\$275,000), both funded by MSHDA. There are both home improvement-type grants coming to the area in the fall.
- The total annual renewal demand the Homeless Coalition of Battle Creek and Calhoun County administered \$429,821 of HUD Continuum of Care funds.
- The City's Lead Safe Program completed 24 full lead abatement projects. The program is funded through a \$1.5 million grant from the Michigan Department of Health and Human Services.
- The City of Battle Creek is also working with a developer of permanent supportive housing, Upholdings, to develop 55 units of permanent supportive housing on five vacant parcels of land that the City currently owns. Two additional parcels would be included in the

development, one currently owned by the Calhoun County Land Bank and one donated by the Battle Creek Community Foundation. Low income housing tax credits (LIHTC) would pay for the construction and housing choice vouchers from the Battle Creek Housing Commission would contribute to the operating costs of the permanent supportive housing development.

Because of being in an area with a high poverty rate, HOME match has been waived for the City of Battle Creek for the past three years.

<b>Fiscal Year Summary – HOME Match</b>	
1. Excess match from prior Federal fiscal year	\$268,848
2. Match contributed during current Federal fiscal year	\$0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	\$268,848
4. Match liability for current Federal fiscal year	\$0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	\$268,848

**Table 5 – Fiscal Year Summary - HOME Match Report**

### **CR-20 - Affordable Housing 91.520(b)**

**Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.**

**This chart will be updated in the Final version of the PY 2023 CAPER.**

	<b>One-Year Goal</b>	<b>Actual</b>
Number of Homeless households to be provided affordable housing units	15	43
Number of Non-Homeless households to be provided affordable housing units	136	56
Number of Special-Needs households to be provided affordable housing units	15	29
<b>Total</b>	<b>166</b>	<b>128</b>

	<b>One-Year Goal</b>	<b>Actual</b>
Number of households supported through Rental Assistance	20	90
Number of households supported through The Production of New Units	2	0
Number of households supported through Rehab of Existing Units	49	38
Number of households supported through Acquisition of Existing Units	5	0
Housing Case Management	90	298
<b>Total</b>	<b>166</b>	<b>426</b>

**Table 12 – Number of Households Supported**

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The City deferred implementation of a number of its planned programs, including curb cut installation, down payment assistance and infill housing development because of staff transitions. Outcomes for CDBG and HOME funded affordable housing programs that were implemented generally met goals. The Community Development Division has encountered changes in staffing during the past program year.

Minor home repair program outcomes did not meet its goal of assisting 100 homeowners in Program Year 2023, largely due to increases in costs for roofs and other home repairs. The cost for labor and materials have increased, causing the program to run out of funds while maintaining a significant waitlist. While the Minor Home Repair program did completed 85 projects, 50 more projects than the previous year. Code compliance outcomes, which were down considerably in 2022 from previous program years, rebounded to pre-pandemic levels.

A three unit rental rehab project at 614 NE Capital did not complete during the program year due to substantial delays caused by the pandemic and lack of capacity of the developer. The City is preparing to sue the developer for breach of contract and initiate foreclosure proceeding on this property. The City is considering acting as the developer to complete this project to create units of recovery housing for people who are in recovery from opioid addiction.

One homeowner rehab project was completed in the Washington Heights neighborhood (IDIS # 739) and another received additional assistance after a roof replaced in PY 2022 started to leak and create damage to the interior of the housed (IDIS #738).

A number of new programs did not launch in 2023 as planned. These included the HOME funded down payment assistance program and the CDBG-funded transit infrastructure program. These programs will be implemented in the fall of 2024.

The HOME Tenant Based Rental Assistance program has helped address homelessness and other worse case rental housing needs, 29 households were assisted in PY 2023.

**Discuss how these outcomes will impact future annual action plans.**

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity. To be completed in the final CAPER.**

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	54	
Low-income	81	
Moderate-income	73	
<b>Total</b>	<b>208</b>	

Table 13 – Number of Households Served



## **Narrative Information**

Most of the City's affordable housing resources go towards serving families that are extremely Low-Income. These outcomes demonstrate the City's efforts to foster and maintain affordable housing by preserving affordable owner-occupied housing, helping low-income families maintain their current rental housing, and helping low-income families' secure affordable housing.

HOME TBRA assistance provides up to six months of rental assistance to address worse case housing needs defined as low-income renters who pay more than half of their income in rent, live in seriously substandard housing which included households that are homeless people and those who have been involuntarily placed. This assistance was provided through a sub-recipient agreement with Neighborhoods, Inc. (NIBC) which serves as the HARA (Housing Assistance Resource Agency) for Battle Creek and Calhoun County.

The disparity between projected and actual goals in this section are largely due to originally including public service grant outcomes in the action plan.

In the 2023 Program Year, the City of Battle Creek served 85 households in the Minor Home Repair program (4 of these projects were reported in IDIS 736, 18 of these projects were reported in IDIS 744, and 64 were reported in IDIS 760).

For the HOME funded Tenant-Based Rental Assistance program, 29 households most of the households assisted were extremely low-income.

### **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

In May, the Battle Creek Shelter which was opened during the COVID pandemic, closed because of lack of operating funds after the Battle Creek Community Foundation stopped operating as a funder and as the fiduciary. This facility was offering low barrier shelter for 50 men and up to 20 women.

In March of 2024, the collaborative planning body for the Calhoun County Continuum of Care switched from Summit Point to the United Way of South Central Michigan, the United Way also serves as the lead for the Kalamazoo County Continuum of Care.

Outreach to homeless people is conducted by the staff of the Haven and the SHARE Center. Staff regularly visit camps of homeless people. Day shelter is provided by the Share Center which is

open daily from 8 am to 7 pm., and offers coffee, computer access, bathrooms and laundry facilities. The SHARE Center works closely with the Department of Veterans Affairs to support all the veterans who use the Center and receives funding from Summit Pointe, Battle Creek's Community Mental Health Authority.

Each year the Homeless Coalition organizes a Homeless Health Fair/Project Homeless Connects/VA Stand Down which offers free haircuts, meals, toiletries, blankets, health care services and other services to engage homeless people. In a typical year, the annual outreach event is hosted at the City's recreation facility, Full Blast and serves 500 people in need of housing and services.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

There is a continuing need for case management to help people connect to housing, employment and services, and rental assistance to help families and individuals move to permanent housing. CARES Act CDBG-CV funds were used during the program year to address these needs. HOME-ARP funds distributed prioritize case management and other supportive services. Shelter and services for victims of domestic violence are provided by S.A.F.E. Place which is always full and is seeking to expand their programming and stabilize ongoing funding of operations.

There is an unmet need for permanent supportive housing and affordable housing in quality condition for families and individuals. Homeless providers work creatively to obtain private donations government funding and foundation funding to fulfill their missions to help homeless people and others leaving unsafe home situations. They work constantly to maintain funding for their current inventory of shelter beds and services. The HOME-ARP planning process also prioritized permanent supportive housing and the City's allocation plan proposes funding for a 55 unit PSH development.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Organizations that provide homelessness prevention in Battle Creek include Neighborhoods Inc., which is the Housing Access Resource Agency (HARA) for Calhoun County and provides eviction prevention services and help for homeless people to find housing as well as providing foreclosure counseling to homeowners; Goodwill Financial Opportunities Center which also provides budget and foreclosure counseling; and Legal Services which provides legal intervention and education

about foreclosures and evictions. Calhoun County Department of Health and Human Services, Salvation Army and Community Action also provide security deposit and utility assistance to prevent and resolve homelessness.

VOCES, a community-based organization serving the Latinx community in Calhoun County has a Housing Outreach Coordinator that is funded with a combination of CDBG and local funds to provide housing case management and interpretation services to families whose housing situation has been affected by the pandemic. Neighborhoods, Inc. of Battle Creek (NIBC) provided rent assistance using State of Michigan CERA funds.

The Haven's Jail Ministry works with people in Calhoun County's jail who do not have a place to live after release. CityLinC runs a Second Wind program that links people released from jail with employment and support.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

There is a shortage of safe, quality, deeply subsidized housing in Battle Creek for extremely low-income families and individuals, but the larger problem is access. Many families or individuals that are unable to locate stable housing are being denied housing because they are perceived to be a higher risk due to a past eviction, poor credit, or a criminal history.

Homeless people can seek housing assistance from Neighborhoods, Inc., located at 47 N Washington Street. A housing case manager works with families and individuals to see if they qualify for available housing assistance. The Haven, S.A.F.E. Place, Neighborhoods, Inc., and the Volunteers of America's Supportive Services for Veteran Families all use the SPDAT, needs assessment tool to prioritize housing services to those in highest need.

Other sources of short term rental and utility assistance include the Calhoun County Department of Health and Human Services State Emergency Relief, the Salvation Army's Social Services Program, Community Action and area churches. Currently, families and individuals in need of housing assistance need to approach each individual organization for assistance.

The Haven provides case management to help families and individuals gain a regular income to pay for housing and to access community resources to help prevent further episodes of homelessness.

Goodwill's Financial Opportunities Center has a financial fitness program to help people work through debt and low credit scores. Legal Services provides legal services and eviction prevention. Women's Co-op provides support for women leaving poverty and seeking help through their store, volunteering and the Solutions Highway Program. Neighborhoods, Inc. provides homeownership counseling for those interested and able to own their own home, and also rents units to people recovering from homelessness. The Haven provides adult foster care, 15 units for individuals.

S.A.F.E. Place is a 54-bed emergency shelter for victims and survivors of domestic violence and sex trafficking located in Battle Creek. In addition to the shelter, they provide counseling, advocacy, referrals, and tutoring to survivors and their children. Shelter advocates are available 24/7 and 365 days a year via the crisis line.

### **CR-30 - Public Housing 91.220(h); 91.320(j)**

#### **Actions taken to address the needs of public housing**

The Battle Creek Housing Commission provides subsidized housing through various programs in the City of Battle Creek. The Commission was created on August 9, 1960 through a City ordinance. The five member Housing Commission is appointed to five year terms by the mayor with approval by the City Commission. The Housing Commission owns and manages 320 public housing units, administers the Housing Choice Voucher program and owns and manages 17 units of scattered site homeowner units.

The following is a list of the public housing facilities and unit type. Northside Drive Homes – (16) 2 and 3-bedroom single family homes Parkway Manor – (84) 1, 2, 3 and 4-bedroom townhomes

Cherry Hill Manor – (150) 1-bedroom apartments

Kellogg Manor – (70) Efficiency and 1-bedroom apartments

Home Ownership Program – (24) 2, 3, and 4-bedroom single family homes.

The public housing units provided by the Battle Creek Housing Commission are in good condition and currently there are 87 families on the waiting list. The Housing Commission receives from \$700,000 to \$900,000 yearly for renovation and maintenance expenses from HUD'S Capital Fund Program. In 2023, the Commission received a \$903,674 grant.

In addition to the public housing units and the scattered site homeowner units, the Battle Creek Housing Commission administers the Housing Choice Voucher program. Currently, it administers

and has a budget for 809 vouchers in Battle Creek, Albion and Portage. Of those 809, 629 are currently being utilized. The majority of vouchers utilized are in Battle Creek (541). The current waiting list is estimated at 137, a notable drop of 40 percent from last year's wait list.

The Housing Commission assists mostly extremely low income and very low-income households in its public housing units and mostly very low and low-income families with Housing Choice vouchers. The homeownership program predominantly assists low-income households. According to Commission representatives, families interested in the homeownership program must earn at least \$18,000 per year and have full time employment. Many of the existing residents of the homeowner units were former public housing and/or Housing Choice voucher recipients. The opportunity for homeownership provided the needed incentive for these families.

#### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

During the program year the Battle Creek Housing Commission conducted resident input meetings to obtain feedback regarding the types of activities and improvements which are most needed and would provide the greatest benefit to Public Housing residents and the community. The general public as well as members of local government were extended invitations to participate in these meetings. The meetings are also used to inform residents of planned facilities improvements and serve to assure the proper expenditure of Capital Grant Funds.

#### **Actions taken to provide assistance to troubled PHAs**

The Battle Creek Housing Commission is not and has never been a troubled public housing authority.

## **CR-35: Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City of Battle Creek hired Truth, Racial Healing, and Transformation (TRHT) Initiative in 2020 to complete an Affirmative Marketing Report and Plan for the implementation of the City's CDBG-CV grants. Available online at: [Affirmative Marketing Report & Plan - Google Docs](#). While not directed at public policies that serve as barriers to affordable housing, the plan did identify systemic barriers to vulnerable populations accessing affordable housing and housing resources.

In recent years, the City of Battle Creek has completed two housing studies and one review of redevelopment practices that speak to the impact of public policies on affordable housing. No ordinances were specifically identified as creating a barrier to the development of affordable housing, but a number of procedural changes and new policy ideas were proposed for further consideration by the City. In 2013, McKenna Associates prepared a comprehensive housing study and an analysis of impediments to fair housing that recommended a number of specific ordinance amendments and development incentives. In 2015, the City was selected as a Redevelopment Ready Community (RRC) program participant by Michigan Economic Development Corporation which involved an assessment of the City's community revitalization efforts and provided recommendations for improving redevelopment efforts. These reports are available online at [www.battlecreekmi.gov/186](http://www.battlecreekmi.gov/186).

- The City hired Paul Fate and Associates in 2019 to complete an assessment of the community development delivery system in Battle Creek. This report assessed current market conditions, strengths and gaps in housing and neighborhood strategy, national best practices for creating vital cities, the state of nonprofit capacity and recommendations for strengthening the ecosystem. Available at: <http://www.battlecreekmi.gov/DocumentCenter/View/6150>.
- The City's Planning Division made a number of changes to its development review policies and procedures to improve and expedite service to the community and developers including: offering conceptual site plan review meetings for applicants; incorporating neighborhood planning council outreach information into the public participation strategy; and creating greater clarity around the development process by adding development review process flowcharts with timelines to the city website.
- Modified the City's Vacant and Abandoned Buildings ordinance to create greater accountability around the most derelict properties while easing some provisions in order to help private owners return properties to productive use. Many of these properties are located in low- and moderate-income neighborhoods.
- The Inspections and Code Compliance Division administratively made changes to vacant and

abandoned building inspection requirements. Vacant and abandoned properties that have been unoccupied for less than 24 months are now only required to have a minimum housing code inspection rather than an all-trades safety inspection. This allows property owners to return properties back into productive use with fewer regulatory and financial barriers.

- In addition to a complete overhaul of the zoning code in 2020, City staff continues to annually review and make revisions to the zoning code that helps decrease barriers to housing. Some examples include the City elected to reduce minimum square foot for residential units 750 to 450 square foot. This is substantial because it increases opportunity for people to access more affordable housing units because now we can construct micro units which are more affordable from a utility stand point and mortgage stand point. It allows the City to diversify housing types.

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

Public funding for community development activities is limited and the problems to be addressed in neighborhoods are complex and numerous. Strategies are based on giving neighborhoods tools to address blight and make rentals safe by funding code compliance and demolition; eviction diversion and housing case management services to help people stay housed or secure new housing; and home repair for those who cannot afford to repair their homes. CDBG funding was also used for program delivery costs, public engagement and strategic planning for 20% of the CDBG allocation. Planning and public engagement has been a key to pursuing additional funds from the State and local funders.

For the HOME program, funds were allocated to preserve affordable housing by funding rehabilitation of housing and by providing tenant-based rental assistance in partnership with nonprofit organizations.

While almost all funded activities occur in low- and moderate-income areas, the unmet need is large. The City has hundreds of registered vacant buildings; nearly a thousand people experience homelessness each year; rents are increasing dramatically; and, approximately 3,550 households are severely housing cost burdened meaning that they pay over 50% of their income in housing and utility costs. Funds are targeted to be strategically used to address community needs

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

Any housing unit that is rehabilitated, modernized, weatherized, or reconstructed using City or entitlement dollars must address lead paint hazards that are present. When Lead Inspections/Risk Assessments are required, they are done before work begins and when finished a Lead Clearance is required, all provided by a licensed Lead Inspector. All sub-recipients must comply with federal regulations for lead hazard reduction and/or abatement in an effort to reduce the hazards of lead paint in the community. Every homeowner is provided a pamphlet education about the lead risks

before any rehabilitation work begins. The City verifies these requirements have been met by monitoring programs yearly.

The Calhoun County Public Health Department and the City of Battle Creek started a Lead Poisoning Prevention Task Force in January of 2016 as a way for agencies within Calhoun County to share information about lead resources and activities. The initial focus was on stakeholders that serve areas that have had high levels of positive lead testing in the past.

The task force is a diverse group with representation from state, county, city, village and township governments; public health agencies, early childhood service providers, and non-profit housing providers. Up until the start of the pandemic the group met monthly to create action in three areas: increasing lead testing in children, decreasing lead exposures in homes and the environment, and creating greater public awareness about the risks of lead poisoning.

Since the beginning of the pandemic the task force has been on hiatus, but a number of the partners have continued to coordinate activities. The City and Community Action continue to implement the \$1.5 million per year CHIP Medicaid Lead Hazard Control Grant from the Michigan Department of Health and Human Services (MDHHS). The City was also awarded a \$3.4 Lead Hazard Control and Healthy Homes grant from HUD in 2020 and has abated over 22 homes with this funding, these funding ends June 30, 2025.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

CDBG and HOME funded programs serve as the cornerstone of the City's efforts to address community development needs, including poverty. Programs and projects funded during the PY 2023 program year which addressed the causes, as well as the symptoms of poverty, included the following:

- Housing rehabilitation Minor Home Repair for low- and moderate-income homeowners unable to secure financing to address health, safety, and accessibility issues in their homes.
- Tenant-based Rental Assistance to assist people that are trying to get back on their feet with access to affordable housing
- Eviction diversion provided by Legal Services, and housing outreach by VOCES for families who are Spanish speaking.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The City of Battle Creek continues to improve, and expand on, its collaborative efforts. Efforts are made to fill gaps identified through Consolidated Planning Workshop sessions, outreach sessions with citizen groups, meetings of local collaborative bodies and consultations with sub-recipients



and other service organizations with similar missions. Staff will continue to identify and reach out to agencies and organizations that may be key partners in addressing the needs of low and moderate income persons within Battle Creek.

Community Development staff are involved with the Battle Creek Area Homeless Coalition, the Housing Solutions Board, the Battle Creek Area Realtors Association, the Battle Creek Housing Commission and various other boards and committees. As required, staff also continue to meet with many agencies in the community and provide technical assistance for those in need.

The City and the Calhoun County Land Bank Authority (CCLBA) continue to collaborate on housing and neighborhood development activities in Battle Creek neighborhoods. The City, Neighborhoods Inc., Community Action, Habitat for Humanity, and the CCLBA and other local agencies continue to work together to coordinate housing services and programs to families and to do joint planning to increase neighborhood impact. Working groups to coordinate the work of agencies building wheel chair ramps, collaborate in doing outreach to local and MBE/WBE contractors, to develop new lead abatement programs and to review neighborhood data and choose target areas for services, are examples of progress being made in this area.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

Actions taken to enhance coordination between public and private housing and social service agencies include the City's participation in rental property owner outreach, the Calhoun County Lead Poisoning Prevention Task Force, board membership on the Battle Creek Housing Commission and membership on the Housing Solutions Board, the decision making body for Battle Creek/Calhoun County's Continuum of Care. The City also participates in the Population Health Advisory Committee managed by the Battle Creek Community Foundation.

City staff serve as members of the "Beyond Separation" Design Team of the Truth, Racial Healing, and Transformation (TRHT) Initiative. TRHT is a community-wide collaborative initiative funded by the W.K. Kellogg Foundation focused on creating a racial equity movement in Battle Creek. The Beyond Separation team is focused on housing and addressing segregation and is comprised of representatives from the City, the Battle Creek Area Association of Realtors, the Fair Housing Center of Southwest Michigan, the Urban League, and community members.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

As a condition of receiving HOME and other HUD formula based funding, the City of Battle Creek is required to certify that it will affirmatively further fair housing. This requires the City to identify and address impediments to fair housing choice. HUD defines an impediment to fair

housing choice as:

Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices;

And any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

The City continued its work with the Human Relations Board to increase constructive communication among all people regardless of race, ethnicity, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity, or socioeconomic status to promote productive relationships and equitable access to community resources for all. The board has resumed meeting in person and continues to review and advise on a number of equity related issues.

In response to the 2021 Equity Audit conducted by MGT the city to hired a Diversity, Equity, and Inclusion (DEI) Officer to champion DEI throughout the organization.

City staff serve as members of the “Beyond Separation” Design Team of the Truth, Racial Healing, and Transformation (TRHT) Initiative. TRHT is a community-wide collaborative initiative funded by the W.K. Kellogg Foundation focused on creating a racial equity movement in Battle Creek. The Beyond Separation team is focused on housing and addressing segregation and is comprised of representatives from the City, the Battle Creek Area Association of Realtors, the Fair Housing Center of Southwest Michigan, the Urban League, and community members. The team held three homebuyer education workshops in 2023 directed at BIPOC audiences, and translated the Home Buyer Guide into the Spanish Language.

The City hired Truth, Racial Healing, and Transformation (TRHT) Initiative to complete an Affirmative Marketing Report and Plan for the implementation of the City’s CDBG-CV grants. Available online at: [Affirmative Marketing Report & Plan - Google Docs](#). Based on findings of the Affirmative Marketing Report, the City funded a position at VOCES to provide housing case management for Latino individuals and families affected by the pandemic.

## **CR-40: Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City of Battle Creek monitored its CDBG and HOME subrecipients in June 2024 and will monitor all subrecipients again next spring. All programs (including those internally administered) are required to submit quarterly progress reports. Community Development staff meet two times a month to discuss comprehensive planning and progress towards addressing priority needs.

Regarding the HOME program:

CFR 92.251 (b) (3) Frequency of inspections states that "the participating jurisdiction must conduct an initial property inspection to identify the deficiencies that must be address. The participating jurisdiction must conduct progress and final inspections to determine that work was done in accordance with work write-ups."

The City of Battle Creek has established a policy that requires at least three inspections on every HOME-funded Homeowner Rehab, ADR and Rental Rehab project. The City's Housing Rehab Coordinator inspects properties and provides a written statement documenting each inspections and its results for the file. The Housing Rehab Coordinator does a pre-construction inspection with a cost specification before any rehab project is approved, then a mid-construction inspection is scheduled around the second draw of funds or when the project is nearing its mid-point. Before the final draw of funds is made, the Housing Rehab Coordinator checks to see that all City permits have been finalized and a certificate of occupancy has been issued, and then conducts a final inspection.

All units assisted with TBRA receive a NSPIRE inspection by trained sub-recipient staff person and units assisted are required to be registered rentals with the City of Battle Creek. All registered rentals have to be inspected every three to six years depending on the renewal schedule and whether any complaints have been received.

All Rehab properties, whether assisted with HOME funds or CHDO-Proceeds are inspected the required at least three times during the construction process and within 12 months of project completion. They are then inspected every three years by a Code Compliance Officer. Annually, the nonprofit owner of the rental rehab properties certifies that each property is suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances and requirements.

## **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The following measures were undertaken in accordance with the City's Citizen Participation Plan to ensure citizens have reasonable notice and an opportunity to comment on performance reports:

The City notified the public via a public notice ad in the Shopper News on August 29, 2024 that under the Housing and Community Development Act of 1974, as amended and the Cranston- Gonzalez National Affordable Housing Act of 1990, the City of Battle Creek is required to do the following:

- Complete a performance report detailing the progress of the Community Development Block Grant and HOME Investment Partnership programs.
- Make the report available for public comment for at least 15 days.
- Hold a public hearing.

The Battle Creek City Commission held a public hearing on Tuesday, September 17, 2024, at 7:00 p.m. for the purposes of hearing public comment on the Consolidated Annual Performance Evaluation Report (CAPER).

A draft copy of the CAPER was made available from August 30, 2024 and will remain posted on the City's website.

A digital copy of the CAPER is available through the Community Development page on the City's website. Accomplishment data will be shared during public engagement sessions held at Neighborhood Planning Council meetings.

In all public notices, the City of Battle Creek notes that it will provide necessary auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered in a public meeting with a seven day notice to the City. Individuals with disabilities should contact the City's City Clerk to arrange for accommodations. The City of Battle Creek will also provide interpretation services and translation of any printed material with written notice.

**CR-45: CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City has ended its Rental Rehabilitation Program and is in the process of paying HUD back \$128,000 for failure to deliver a national objective of three units of affordable rental housing at 614 NE Capital. The situation with this building is still being resolved as of 8/29/2024.

The City has committed to funding a Youth Village Early Learning and Childhood Center with CDBG funds in the North Central/Washington Height Target area. This project has delayed starting because the environmental assessment found soil contaminated with heavy metals on the property parcels. Plans to remediate this situation are being developed and must be completed before the project can move forward.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?** No, the City of Battle Creek does not currently have an BEDI grants.

## **CR-50: HOME 91.520(d)**

### **Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations**

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City's HOME program has funded 5 rental housing rehabilitations in the past, all five are occupied by income qualified tenants as certified by the developer, Neighborhoods, Inc. In the Tenant Based Rental Assistance program administered by the same subrecipient, Neighborhoods, staff ensure that assisted units are registered rentals and conduct a housing inspection.

### **Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)**

No City of Battle Creek rental or homebuyer projects contain five or more HOME-assisted housing units. All properties assisted with HOME funds for HOR or ADR are single family properties. All HOME sub-recipients and nonprofit CHDO developers follow Fair Housing law and principles.

Currently all assisted properties are occupied. ADR properties and rental rehab properties are widely advertised in the local papers, at the Battle Creek Housing Commission and on the internet. All properties were sold or rented with the regulatory timeframes.

### **Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics**

A total of \$141,471.29 of program income was received in the CDBG program during the program year. During PY 2023, the City stopped reporting program income as Revolving Loan (RL) and started reporting it as Program Income (PI). A small portion of program income was used to fund City Administration and Planning, most of program income was used to expand the amount of funding available in the Minor Home Repair program.

### **Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)**

The City of Battle Creek continues to strengthen its relationships with the Calhoun County Land Bank Authority and their efforts to work in neighborhood target areas to create opportunities for in-fill housing. Battle Creek has two organizations that have been Community Housing Development Organizations (CHDO) in the past, Neighborhoods, Inc also known as NIBC, and the Battle Creek Area Habitat for Humanity. Both NIBC and Habitat for Humanity have new leadership.

The City has provided technical assistance to both organizations and hope to bring Habitat on as a CHDO in the 2023 program year. Battle Creek Area Habitat for Humanity is currently certified as a CHDO and has received funding to newly construct two new single family homes, 25 N. Woodlawn and 273 W. Spaulding in the Urbandale area of the City.

The City of Battle Creek is also working with a developer of permanent supportive housing, Upholdings, to develop 55 units of permanent supportive housing on land that the City currently owns. Low income housing tax credits would pay for the construction of the one bedroom apartments, and housing choice vouchers from the Battle Creek Housing Commission would contribute to the operating costs.

The City also owns other two other large vacant parcels that are being considered by developers for affordable housing using the Low Income Housing Tax Credit program. Hollander Development has been funded under the LIHTC program to develop 38 units of workforce housing at the former K Mart site.



Resolution NO. 544

A Resolution seeking adoption of Proposed Ordinance #15-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 23, modifying the terms of a Payment in Lieu of Taxes for the Housing Development to be known as "Station Side Lofts."

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Resolved by the Commission of the City of Battle Creek:**

That Section 1. A Proposed Ordinance, #15-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 23, granting a Payment in Lieu of Taxes (PILOT) to the Housing Development to be known as "Station Side Lofts," as attached hereto and made a part hereof.

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

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

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

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** William Y. Kim, City Attorney

**Department:** City Attorney

**SUMMARY**

A Resolution seeking adoption of Proposed Ordinance #15-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 23, modifying the terms of a Payment in Lieu of Taxes for the Housing



Development to be known as "Station Side Lofts."

### **BUDGETARY CONSIDERATIONS**

The City Commission previously approved a PILOT for the Station Side Lofts housing development on 11/21/2023.

A PILOT is essentially a tax exemption for a housing development, with the Developer/Sponsor being responsible for making an annual payment as compensation for services provided to it, such as police and fire protection and other essential services. Under the Ordinance presented here, the property owner would be responsible for annual payments of five percent (5%) of the "contract rents" for all income restricted units in the development for fifty (50) years. "Contract rent" means the total collection of all payments from the occupants of the development representing rents or occupancy charges, exclusive of utilities furnished to the occupants by the Developer or Sponsor. The duration of a PILOT may not exceed fifty (50) years.

This proposed PILOT would last the full 50 years, the length of the mortgage, provided the Sponsor continues to meet the statutory requirements to be eligible for the abatement, as well as the requirements set out in the proposed ordinance. After the PILOT expires, the property would be assessed at a normal value and tax rate.

### **HISTORY, BACKGROUND and DISCUSSION**

This proposed development, now called Station Side Lofts, is proposed to take place at the former Dolliver building site at 135 N Washington Avenue, near Fire Station 2. According to the Developer, the approximately \$15 million development will comprise up to 60 units in an up to 4-story, elevator served, urban-style building. They indicate the project will have a plethora of modern and desirable amenities and will also feature extensive energy-efficient features, including high-performance housing characteristics, sustainable development characteristics, universal design features, and low-impact construction processes. The Developer also indicates the building will feature extensive accessibility features to enable residents to comfortably and securely live independently as they age.

The City purchased this site with ARPA funds, intending to use the property for housing. The Pivotal Group as Developer has put together a plan for financing the project and recently formed a Limited Dividend Housing Association (LDHA) LLC to qualify to apply for the federally financed mortgage. The Project will be developed and financed in multiple phases. Anticipated financing sources include Low Income Housing Tax Credit (LIHTC) and a federally financed mortgage. The City Commission previously approved the initial PILOT ordinance on November 21, 2023.

The proposed amendments extend the commencement and completion dates from December 2024 and March 2026 to February 2026 and December 2027, and authorize the City Manager to extend those dates for up to one year in the sole discretion of the City. Extensions for those dates are needed to provide sufficient time for the developer to secure the necessary approvals and credits from the Michigan State Housing Development Authority (MSHDA) for Phases 2 and 3. In addition, the minimum scope of the development is reduced from 45 to 35 due to the projected availability of credits from MSHDA.

### **DISCUSSION OF THE ISSUE**

#### **POSITIONS**

This Proposed Ordinance was introduced at the September 3, 2024 Regular Meeting of the Battle Creek City Commission.

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ATTACHMENTS:

**File Name****Description**

2024.08.20_882.23_Station_Side_Lofts_PILOT_Ord_Amend_-_clean.pdf	2024.08.20 882.23 Station Side Lofts PILOT Ord Amend - clean
2024.08.20_882.23_Station_Side_Lofts_PILOT_Ord_Amend_-_redline.pdf	2024.08.20 882.23 Station Side Lofts PILOT Ord Amend - redline
2024.08.20_Request_Letter_Overview_Updated.pdf	2024.08.20 Request Letter Overview Updated

## **882.23 EXEMPTION FOR STATION SIDE LOFTS.**

**An Ordinance to provide for a service charge in lieu of taxes for a housing development for low income persons and families to be financed with a federally-aided 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) (the "Act").**

(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 (as defined below) now has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, and the maintenance of the same, to acquire and construct, own and operate a housing development identified as Station Side Lofts on certain property located at 135 N Washington Avenue 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) "Authority" means the Michigan State Housing Development Authority.

(3) "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.

(4) "Contract Rents" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing development during an agreed annual period, exclusive of Utilities.

(5) "Housing Development" means the multiple family housing development to be constructed in the City of Battle Creek at 135 N Washington Avenue, to be known as Station Side Lofts which shall contain up to 60 units, but not less than 35 units, for the Housing of Low-Income Persons and Families, and such elements of 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 the Housing Development under the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the units of which shall be rent restricted.

(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 Station Side Lofts Limited Dividend Housing Association LLC, 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 is 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 Station Side Lofts 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 commencement of construction until this section 23 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 5.00% of the Contract Rents actually collected by the Housing Development during each operating year pursuant to the terms set out in below sub-section (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 Public Act 49 of 1999, 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 and 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 February 28, 2026, or the Housing Development is not substantially completed by December 31, 2027. The City, by and through its City Manager, may extend these deadlines for up to one year, in the sole discretion of the City.

(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 subsection (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 Station Side Lofts Housing Development 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 has commenced, and ending with the tax year which is not more than fifty years after construction commencement, this section shall remain in effect and shall not terminate from the effective date hereof until the expiration of fifty years as provided above, provided that all of the following requirements are in existence and continue to be met:

(1) The development remains subject to income and rent restrictions pursuant to Section 42; and

(2) That the construction of the development has commenced and been substantially completed by the dates specified in paragraph (e)(1); 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 contract 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 \$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: Parcel #52-2080-00-002-0, Located in the City of Battle Creek, Calhoun County, and legally described as:

COLLEGE SUB COLLEGE BLK, EXC N 66 FT OF E 132 FT THEREOF.

(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.

## **882.23 EXEMPTION FOR STATION SIDE LOFTS.**

**An Ordinance to provide for a service charge in lieu of taxes for a housing development for low income persons and families to be financed with a federally-aided 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) (the "Act").**

(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 (as defined below) now has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, and the maintenance of the same, to acquire and construct, own and operate a housing development identified as Station Side Lofts on certain property located at 135 N Washington Avenue 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) "Authority" means the Michigan State Housing Development Authority.

(3) "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.

(4) "Contract Rents" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing development during an agreed annual period, exclusive of Utilities.



(5) "Housing Development" means the multiple family housing development to be constructed in the City of Battle Creek at 135 N Washington Avenue, to be known as Station Side Lofts which shall contain up to 60 units, but not less than ~~45-35~~ units, for the Housing of Low-Income Persons and Families, and such elements of 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 the Housing Development under the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the units of which shall be rent restricted.

(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 Station Side Lofts Limited Dividend Housing Association LLC, 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 is 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 Station Side Lofts 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 commencement of construction until this section 23 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 5.00% of the Contract Rents actually collected by the Housing Development during each operating year pursuant to the terms set out in below sub-section (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 Public Act 49 of 1999, 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 and 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 ~~December 31~~February 28, 2026~~4~~, or the Housing Development is not substantially completed by ~~March~~December 31, 2027~~6~~. The City, by and through its City Manager, may extend these deadlines for up to one year, in the sole discretion of the City.

(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 subsection (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 Station Side Lofts Housing Development 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 has commenced, and ending with the tax year which is not more than fifty years after construction commencement, this section shall remain in effect and shall not terminate from the effective date hereof until the expiration of fifty years as provided above, provided that all of the following requirements are in existence and continue to be met:

(1) The development remains subject to income and rent restrictions pursuant to Section 42; and

(2) That the construction of the development has commenced and been substantially completed by the dates specified in paragraph (e)(1)~~commenced on or before December 31, 2024 and has been substantially completed by March 31, 2026~~; 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 contract 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 \$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: Parcel #52-2080-00-002-0, Located in the City of Battle Creek, Calhoun County, and legally described as:

COLLEGE SUB COLLEGE BLK, EXC N 66 FT OF E 132 FT THEREOF.

(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.

DELIVIERED VIA EMAIL

August 21, 2024

Ted E. Dearing  
Assistant City Manager  
City of Battle Creek  
10 N. Division St.  
Battle Creek, MI, 49014

**RE: PILOT Application – Pivotal Housing Partners – 135 N Washington**

Dear Mr. Dearing:

Pivotal, a Cincinnati-based affordable housing developer with over 30 years of experience and more than 10,000 units developed, is proposing the "Station Side Lofts" development in Battle Creek, Michigan, to address the critical need for workforce housing in the area. This project will be located at the city-owned 135 N Washington Ave and will comprise up to 50 units in a four-story, elevator-served building, representing a significant \$16 million investment. The development will target low- to moderate-income families, specifically those earning between 30% to 80% of the local area median income (AMI), which translates to approximately \$23,000 to \$62,000 annually. This includes essential workers such as firefighters, police officers, teachers, young professionals, and seniors on fixed incomes, who often struggle to find quality, affordable housing options.

Pivotal will serve as the lead developer, property manager, and co-owner, partnering with the Battle Creek Housing Commission. The proposed unit mix includes 28 two-bedroom units and 14 three-bedroom units, with average rents expected to be around \$850 per month—well below market rate rents. The estimated per-unit development cost is approximately \$375,000, and these below-market rents can only be sustained long-term with a tax abatement. Therefore, Pivotal respectfully requests a 5% PILOT, which is essential for the financial viability of the development and crucial for competitive scoring in the tax credit application process.

The project promises to bring significant benefits to the city of Battle Creek, including the creation of over 125 construction jobs and two permanent on-site jobs for a property manager and a maintenance technician. Additionally, it will redevelop a vacant city-owned parcel into vibrant, aesthetically pleasing, tax-generating housing, directly addressing the urgent demand for affordable workforce housing in the community. The 5% PILOT will significantly lower operating expenses, enabling Pivotal to maintain affordable rents for those most vulnerable to homelessness and housing insecurity. The development will feature modern amenities, extensive

energy-efficient features, high-performance housing characteristics, sustainable development elements, and accessibility features that allow residents to live independently as they age.

Pivotal plans to apply for 9% funding through MSHDA on October 1, 2024, with results expected by the end of January 2025. Following that, the team aims to close on the parcel and break ground as soon as possible, with an anticipated construction start date in the fall to winter of 2025. Furthermore, Pivotal envisions Station Side Lofts as the first phase of a multi-generational, 100% affordable campus on the 135 N Washington Ave site, with plans to apply for additional phases in the April 2025 funding round.

In summary, Pivotal urges support for the 5% PILOT request to deliver critically needed workforce housing in Battle Creek. With this support, Pivotal can bring this project to life, providing individuals and families with high-quality, affordable housing options that will enhance the community for years to come.

Should any questions arise, please do not hesitate to contact me anytime at (513) 763-9543 or [nick.klein@pivotal-hp.com](mailto:nick.klein@pivotal-hp.com)

Sincerely,



Nick Klein

Pivotal Housing Partners



Resolution NO. 545

A Resolution seeking adoption of Proposed Ordinance #16-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 22, modifying the terms of a Payment in Lieu of Taxes to Northern Pines Apartments previously approved on October 17, 2023.

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Resolved by the Commission of the City of Battle Creek:**

That Section 1. A Proposed Ordinance amending Chapter 882 "Real Estate Taxation" by amending section 22 entitled "Exemption for Northern Pines Apartments" as attached hereto and made a part hereof.

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

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

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

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** William Y. Kim, City Attorney

**Department:** City Attorney

**SUMMARY**

A Resolution seeking adoption of Proposed Ordinance #16-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 22, modifying the terms of a Payment in Lieu of Taxes to Northern Pines Apartments previously approved on October 17, 2023.

## **BUDGETARY CONSIDERATIONS**

The City Commission previously approved a PILOT for the Northern Pines development on October 17, 2023.

A PILOT is essentially a tax exemption for a housing development, with the Developer/Sponsor being responsible for making an annual payment as compensation for services provided to it, such as police and fire protection and other essential services. Under the Ordinance presented here, the property owner would be responsible for annual payments of two percent (2%) of the contract rents for all income restricted units, which is anticipated to be all 62 units in the development for fifteen (15) years. Contract rent means the total collection of all payments from the occupants of the development representing rents or occupancy charges, exclusive of utilities furnished to the occupants by the Developer or Sponsor.

The duration of a PILOT may not exceed fifty (50) years. This proposed PILOT would last fifteen (15) years, provided the Sponsor continues to meet the statutory requirements to be eligible for the abatement, as well as the requirements set out in the Proposed Ordinance. After the PILOT expires, the property would be assessed at a normal value and tax rate.

## **HISTORY, BACKGROUND and DISCUSSION**

Please see the attached request to amend the PILOT for Northern Pines Apartments, which proposes construction of a 56-unit Permanent Supportive Housing Community.

Permanent Supportive Housing (PSH) is an intervention that combines affordable housing assistance with voluntary support services to address the needs of people experiencing homelessness. PSH is long-term assistance meant for the most vulnerable homeless populations.

The Michigan Department of Health and Human Services Housing and Homeless Services Division administers various PSH programs throughout the state via contracts with local non-profit organizations.

The Developer/Sponsor, UP Holdings, LLC, proposes to build the Housing Development at an address anticipated to be 240 E Michigan Avenue. The request is for a 2% PILOT, which will be for fifteen years.

The proposed amendments extend the commencement and completion dates from December 2024 and March 2026 to November 2026 and December 2027, and authorize the City Manager to extend those dates for up to one year in the sole discretion of the City. Extensions for those dates are needed to provide sufficient time for the developer to secure the necessary approvals and credits from the Michigan State Housing Development Authority (MSHDA).

The owners anticipate applying for the Low Income Housing Tax Credit (LIHTC) program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended, at the October 1, 2024 rounds. If approved for the LIHTC, the developer anticipates beginning construction in the Fall of 2025 and substantial completion by late 2026 or early 2027.

## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

This Proposed Ordinance was introduced at the September 3, 2024 Regular Meeting of the Battle Creek City Commission.

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ATTACHMENTS:



**File Name****Description**

□ 2024.08.20_882.22_Northern_Pines_Apartments_PILOT_-_CLEAN.pdf	2024.08.20 882.22 Northern Pines Apartments PILOT - CLEAN
□ 2024.08.20_882.22_Northern_Pines_Apartments_PILOT_-_REDLINE.pdf	2024.08.20 882.22 Northern Pines Apartments PILOT - REDLINE
□ PILOT_request_letter_082224.docx	PILOT request letter 082224

## **882.22 EXEMPTION FOR NORTHERN PINES APARTMENTS.**

**An Ordinance to provide for a service charge in lieu of taxes for a housing development for low income persons and families to be financed with a federally-aided 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) (the "Act").**

(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 (as defined below) now has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, and the maintenance of the same, to acquire and construct, own and operate a housing development identified as Northern Pines Apartments on certain property located at an expected street address of 240 E Michigan Avenue in the City of Battle Creek to serve low income persons with a disability and/or special needs 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) "Authority" means the Michigan State Housing Development Authority.

(3) "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.

(4) "Contract Rents" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to

Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing development during an agreed annual period, exclusive of Utilities.

(5) "Housing Development" means the multiple family housing development to be constructed in the City of Battle Creek at an expected street address of 240 E Michigan Avenue, to be known as Northern Pines Apartments which shall contain 56 units for the Permanent Supportive Housing Community of Low-Income Persons with disabilities and/or special needs and Families, which includes one unit for on-site staff, and such elements of other housing, commercial, recreational, industrial, on-site services, 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 with disabilities and/or special needs 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 the Housing Development under the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the units of which shall be rent restricted.

(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 UP Holdings, LLC, 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, a Permanent Supportive Housing Community, and for which a service charge shall be paid in lieu of such taxes shall be a housing development for Low Income Persons with a disability and/or Special Needs 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 Permanent Support Housing Community development to be known as Northern Pines Apartments 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 commencement of construction until this section 22 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 2.00% of the Contract Rents actually collected by the Housing Development during each operating year pursuant to the terms set out in below sub-section (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 Public Act 49 of 1999, 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 and 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 November 30, 2026, or the Housing Development is not substantially

completed by December 31, 2027. The City, by and through its City Manager, may extend these deadlines for up to one year, in the sole discretion of the City.

(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 subsection (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 Northern Pines Apartments Housing Development 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 a certificate of occupancy for the Housing Development is granted, and ending with the tax year which is fifteen years after a certificate of occupancy for the Housing Development has been granted, this section shall remain in effect and shall not terminate from the effective date hereof until the expiration of fifteen years as provided above, provided that all of the following requirements are in existence and continue to be met:

(1) The development remains subject to income and rent restrictions pursuant to Section 42; and

(2) That the construction of the development has commenced been substantially completed by the dates specified in paragraph (e)(1); 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 \$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: DESCRIPTION OF COMBINED PARCELS 0890-00-001-0, 0890-00-003-0, 0890-00-004-0, 0890-00-011-0, 0890-00-012-0, AND 0890-00-030-1.

LOTS 1 THROUGH 11, AND LOTS 28 THROUGH 30 OF THE ASSESSOR'S REPLAT OF BEACHES ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 9, ON PAGE 8 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN.

(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.

## **882.22 EXEMPTION FOR NORTHERN PINES APARTMENTS.**

**An Ordinance to provide for a service charge in lieu of taxes for a housing development for low income persons and families to be financed with a federally-aided 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) (the “Act”).**

(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 (as defined below) now has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, and the maintenance of the same, to acquire and construct, own and operate a housing development identified as Northern Pines Apartments on certain property located at an expected street address of 240 E Michigan Avenue in the City of Battle Creek to serve low income persons with a disability and/or special needs 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) "Authority" means the Michigan State Housing Development Authority.

(3) "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.

(4) "Contract Rents" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to

Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing development during an agreed annual period, exclusive of Utilities.

(5) "Housing Development" means the multiple family housing development to be constructed in the City of Battle Creek at an expected street address of 240 E Michigan Avenue, to be known as Northern Pines Apartments which shall contain ~~62~~56 units for the Permanent Supportive Housing Community of Low-Income Persons with disabilities and/or special needs and Families, which includes one unit for on-site staff, and such elements of other housing, commercial, recreational, industrial, on-site services, 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 with disabilities and/or special needs 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 the Housing Development under the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the units of which shall be rent restricted.

(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 UP Holdings, LLC, 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, a Permanent Supportive Housing Community, and for which a service charge shall be paid in lieu of such taxes shall be a housing development for Low Income Persons with a disability and/or Special Needs 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 Permanent Support Housing Community development to be known as Northern Pines Apartments 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 commencement of construction until this section 22 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 2.00% of the Contract Rents actually collected by the Housing Development during each operating year pursuant to the terms set out in below sub-section (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 Public Act 49 of 1999, 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 and 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 ~~July–November 30, 2025~~<sup>4</sup>, or the Housing Development is not substantially completed by ~~October–December 31, 2027~~<sup>6</sup>. The City, by and through its

City Manager, may extend these deadlines for up to one year, in the sole discretion of the City.

(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 subsection (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 Northern Pines Apartments Housing Development 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 a certificate of occupancy for the Housing Development is granted~~construction of the Housing Development has commenced~~, and ending with the tax year which is fifteen years after ~~construction commencement~~a certificate of occupancy for the Housing Development has been granted, this section shall remain in effect and shall not terminate from the effective date hereof until the expiration of fifteen years as provided above, provided that all of the following requirements are in existence and continue to be met:

(1) The development remains subject to income and rent restrictions pursuant to Section 42; and

(2) That the construction of the development has commenced been substantially completed by the dates specified in paragraph (e)(1)~~on or before July 1, 2025 and is substantially completed by October 31, 2026~~; 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 \$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: DESCRIPTION OF COMBINED PARCELS 0890-00-001-0, 0890-00-003-0, 0890-00-004-0, 0890-00-011-0, 0890-00-012-0, AND 0890-00-030-1.

LOTS 1 THROUGH 11, AND LOTS 28 THROUGH 30 OF THE ASSESSOR'S REPLAT OF BEACHES ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 9, ON PAGE 8 IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN.

(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.

September 1, 2023

Ted Dearing  
Assistant City Manager  
City of Battle Creek  
10 N Division Street  
Battle Creek, MI 49014

Re: Request for payment in lieu of taxes for Northern Pines Apartments

Dear Mr. Dearing,

On behalf of Upholdings and the Northern Pines Apartments team, I would like to respectfully request consideration for a payment in lieu of taxes (PILOT) for our development. Northern Pines is a 56-unit 100% permanent supportive housing community to be built at approximately 240 E Michigan Avenue in Battle Creek. The project will provide housing opportunities for the community's most vulnerable members, including those experiencing or at-risk of homelessness. The project will feature on-site services provided by Summit Pointe, the region's premier mental and behavioral health services provider. These on-site services will ensure that residents have the support-in-place needed to flourish in an independent living setting. Upholdings will manage the project utilizing its Blended Management model for PSH developments.

The project is scheduled to apply for low-income housing tax credits from the Michigan State Housing Development Authority before the October 1, 2024 deadline. Should the project receive an award of tax credits, it would pursue a Fall 2025 construction start and would anticipate operations to begin in late 2026 or early 2027. Units at Northern Pines will be filled through referrals from the local Coordinated Entry System, ensuring units will be offered to those with the greatest need.

The project development team is seeking a PILOT to ensure that the greatest amount of resources can be used for the operation of this PSH project, which has different needs than other multifamily – even traditional affordable multifamily – housing. The project's operating budget accounts for the higher rates of maintenance for the target population, as well as the funding set aside for tenant engagement activities – a critical piece in connecting



7370 N. LINCOLN AVENUE, SUITE A  
LINCOLNWOOD, IL 60712  
UPHOLDINGS.NET

residents to supportive services. Additionally, the project pays for all tenant utilities.

A reduction in the annual payment of property taxes allows for more resources to be spent on project operations and resident engagement. **UPholdings respectively requests a PILOT for Northern Pines be set at 2% of annual project income for 15 years.** The attached project pro forma shows that a PILOT set at 2% of annual project income will allow Northern Pines to remain above the MSHDA-required 1.10 debt coverage ratio (DCR) through the 15-year tax credit compliance period.

UPholdings looks forward to working with the City of Battle Creek to create housing solutions for people experiencing or at-risk of homelessness in their community. Please do not hesitate to reach out to me with any questions about Northern Pines Apartments or the request for a PILOT. I can be reached at 312.870.4738 or [ryan@upholdings.net](mailto:ryan@upholdings.net).

Sincerely,

Ryan Wilson  
Project Manager  
UPholdings





Resolution NO. 546

A Resolution seeking adoption of Proposed Ordinance #17-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 24, modifying the terms of a Payment in Lieu of Taxes for the Housing Development to be known as "Manchester Place."

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Resolved by the Commission of the City of Battle Creek:**

That Section 1. An Ordinance amending Chapter 882 "Real Estate Taxation," by amending Section 24, modifying the terms of a Payment in Lieu of Taxes (PILOT) for the Housing Development to be known as "Manchester Place" as attached hereto and made a part hereof.

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

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

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

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** William Y. Kim, City Attorney

**Department:** City Attorney

**SUMMARY**

A Resolution seeking adoption of Proposed Ordinance #17-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 24, modifying the terms of a Payment in Lieu of Taxes for the Housing

Development to be known as "Manchester Place."

### **BUDGETARY CONSIDERATIONS**

A PILOT is essentially a tax exemption for a housing development, with the Developer/Sponsor being responsible for making an annual payment as compensation for services provided to it, such as police and fire protection and other essential services. Under the Ordinance presented here, the property owner would be responsible for annual payments of five percent (5%) of the "contract rents" for all income restricted units in the development for fifty (50) years. "Contract rent" means the total collection of all payments from the occupants of the development representing rents or occupancy charges, exclusive of utilities furnished to the occupants by the Developer or Sponsor.

The duration of a PILOT may not exceed fifty (50) years. This proposed PILOT would last the full 50 years, the length of the mortgage, provided the Sponsor continues to meet the statutory requirements to be eligible for the abatement, as well as the requirements set out in the Proposed Ordinance. After the PILOT expires, the property would be assessed at a normal value and tax rate.

### **HISTORY, BACKGROUND and DISCUSSION**

This proposed development, "Manchester Place," is planned to take place at the former Bronson Behavioral Health Facility, commonly referred to as the "Fieldstone Site" at 165 N Washington Avenue. The subject site consists of 8.81 acres. According to the Developer, the development will consist of three, 20-unit, two-story walk-up apartment buildings that are non-age restricted. The residential units will include a mixture of one, two, and three-bedroom unit types that range in size from approximately 800 - 1,385 square feet.

Other site features include shared open spaces, a leasing office, central parcel pickup, a community clubroom, and a fitness center. The overall objective is to expand the affordable housing stock in the City of Battle Creek while also aiding in the growth of the Washington Heights neighborhood.

This parcel is currently owned by Bronson Battle Creek Hospital, and the Developer is planning to purchase the property from them.

The Horizon Group as Developer has put together a plan to develop and finance it through the use of Low Income Housing Tax Credit (LIHTC) through the Michigan State Housing Development Authority (MSHDA). It will be financed using 9% LIHTC, conventional debt and the PILOT.

The Project will be developed and financed in multiple phases. The Developer is applying for the LIHTC in the October 1, 2024 application round. If awarded LIHTC, the goal is to commence construction in the fall of 2025, and they anticipate construction will last for 12 months. At the time of submitting the PILOT request, the Limited Dividend Housing Association (LDHA) LLC had not been formed. The request letter is attached.

The proposed amendments extend the commencement and completion dates from November 2024 and December 2025 to November 2026 and December 2027, and authorize the City Manager to extend those dates for up to one year in the sole discretion of the City. Extensions for those dates are needed to provide sufficient time for the developer to secure the necessary approvals and credits from MSHDA.

### **DISCUSSION OF THE ISSUE**

#### **POSITIONS**

This Proposed Ordinance was introduced at the September 3, 2024 Regular Meeting of the Battle Creek City Commission.

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**ATTACHMENTS:**

	<b>File Name</b>	<b>Description</b>
▢	2024.08.20_882.24_Manchester_Place_PILOT_Ord_Amend_-_clean.pdf	2024.08.20 882.24 Manchester Place PILOT Ord Amend - clean
▢	2024.08.20_882.24_Manchester_Place_PILOT_Ord_Amend_-_redline.pdf	2024.08.20 882.24 Manchester Place PILOT Ord Amend - redline
▢	2024.08.28_Horizon_Development_-_Manchester_Place_PILOT_Request_Letter.pdf	2024.08.28 Horizon Development - Manchester Place PILOT Request Letter



## **882.24 EXEMPTION FOR MANCHESTER PLACE.**

**An Ordinance to provide for a service charge in lieu of taxes for a housing development for low income persons and families to be financed with a federally-aided 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) (the "Act").**

(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 (as defined below) now has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, and the maintenance of the same, to acquire and construct, own and operate a housing development identified as "Manchester Place" on certain property located at 165 W Washington Avenue 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) "Authority" means the Michigan State Housing Development Authority.

(3) "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.

(4) "Contract Rents" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing development during an agreed annual period, exclusive of Utilities.

(5) "Housing Development" means the multiple family housing development to be constructed in the City of Battle Creek at 165 N Washington Avenue, to be known as "Manchester Place" which shall contain 60 units for the Housing of Low-Income Persons and Families, and such elements of 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 the Housing Development under the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the units of which shall be rent restricted.

(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 Manchester Place Townhomes Limited Dividend Housing Association LLC, 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 is 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 “Manchester Place” 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 commencement of construction until this section 24 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 5.00% of the Contract Rents actually collected by the Housing Development during each operating year pursuant to the terms set out in below sub-section (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 Public Act 49 of 1999, 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 and 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 November 30, 2026, or the Housing Development is not substantially completed by December 31, 2027. The City, by and through its City Manager, may extend these deadlines for up to one year, in the sole discretion of the City.

(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 subsection (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 Manchester Place Housing Development 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 has commenced, and ending with the tax year which is not more than fifty years after construction commencement, this section shall remain in effect and shall not terminate from the effective date hereof until the expiration of fifty years as provided above, provided that all of the following requirements are in existence and continue to be met:

(1) The development remains subject to income and rent restrictions pursuant to Section 42; and

(2) That the construction of the development has commenced and been substantially completed by the dates specified in paragraph (e)(1); 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 contract 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 \$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: Parcel #52-3560-00-013-0, Located in the City of Battle Creek, Calhoun County, and legally described as:

PART OF NW 1/4 OF SEC 1 T2S R8W: BEG NE COR OF LOT 9 OF GRAVES' 2ND ADD - N 89 DEG 35 MIN E ALG S LI OF ANN AVE DIST OF 630.75 - S 01 DEG 16 MIN 17 SEC E ALG WLY LI OF WASHINGTON AVE DIST OF 232.65 FT - CONTN ALG SD WLY LI S 02 DEG 21 MIN 47 SEC E 363.28 FT - S 89 DEG 40 MIN 39 SEC W ALG N LI OF MANCHESTER ST DIST OF 681.44 FT - N 00 DEG 43 MIN 43 SEC W 132.14 FT - N 89 DEG 08 MIN 44 SEC E ALG S LI OF LOT 1 OF SD PLAT DIST OF 47.88 FT - N 00 DEG 15 MIN W ALG ELY LI OF LOT 1 OF SD PLAT DIST OF 61.98 FT - S 89 DEG 54 MIN 36 SEC W ALG SD ELY LI DIST OF 11.92 FT - N 00 DEG 29 MIN 38 SEC W ALG SD ELY & ELY LI OF OAKLAWN AVE, & LOTS 8 & 9 OF SD PLAT DIST OF 400.12 FT TO POB, CONT 8.80 AC.

(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.

## **882.24 EXEMPTION FOR MANCHESTER PLACE.**

**An Ordinance to provide for a service charge in lieu of taxes for a housing development for low income persons and families to be financed with a federally-aided 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) (the "Act").**

(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 (as defined below) now has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, and the maintenance of the same, to acquire and construct, own and operate a housing development identified as "Manchester Place" on certain property located at 165 W Washington Avenue 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) "Authority" means the Michigan State Housing Development Authority.

(3) "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.

(4) "Contract Rents" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing development during an agreed annual period, exclusive of Utilities.

(5) "Housing Development" means the multiple family housing development to be constructed in the City of Battle Creek at 165 N Washington Avenue, to be known as "Manchester Place" which shall contain 60 units for the Housing of Low-Income Persons and Families, and such elements of 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 the Housing Development under the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the units of which shall be rent restricted.

(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 Manchester Place Townhomes Limited Dividend Housing Association LLC, 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 is 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 “Manchester Place” 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 commencement of construction until this section 24 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 5.00% of the Contract Rents actually collected by the Housing Development during each operating year pursuant to the terms set out in below sub-section (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 Public Act 49 of 1999, 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 and 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 November 30, 2024~~6~~, or the Housing Development is not substantially completed by December 31, 2027~~5~~. The City, by and through its City Manager, may extend these deadlines for up to one year, in the sole discretion of the City.

(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 subsection (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 Manchester Place Housing Development 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 has commenced, and ending with the tax year which is not more than fifty years after construction commencement, this section shall remain in effect and shall not terminate from the effective date hereof until the expiration of fifty years as provided above, provided that all of the following requirements are in existence and continue to be met:

(1) The development remains subject to income and rent restrictions pursuant to Section 42; and

(2) That the construction of the development has commenced and been substantially completed by the dates specified in paragraph (e)(1) on or before November 30, 2024 and has been substantially completed by December 31, 2025; 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 contract 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 \$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: Parcel #52-3560-00-013-0, Located in the City of Battle Creek, Calhoun County, and legally described as:

PART OF NW 1/4 OF SEC 1 T2S R8W: BEG NE COR OF LOT 9 OF GRAVES' 2ND ADD - N 89 DEG 35 MIN E ALG S LI OF ANN AVE DIST OF 630.75 - S 01 DEG 16 MIN 17 SEC E ALG WLY LI OF WASHINGTON AVE DIST OF 232.65 FT - CONTN ALG SD WLY LI S 02 DEG 21 MIN 47 SEC E 363.28 FT - S 89 DEG 40 MIN 39 SEC W ALG N LI OF MANCHESTER ST DIST OF 681.44 FT - N 00 DEG 43 MIN 43 SEC W 132.14 FT - N 89 DEG 08 MIN 44 SEC E ALG S LI OF LOT 1 OF SD PLAT DIST OF 47.88 FT - N 00 DEG 15 MIN W ALG ELY LI OF LOT 1 OF SD PLAT DIST OF 61.98 FT - S 89 DEG 54 MIN 36 SEC W ALG SD ELY LI DIST OF 11.92 FT - N 00 DEG 29 MIN 38 SEC W ALG SD ELY & ELY LI OF OAKLAWN AVE, & LOTS 8 & 9 OF SD PLAT DIST OF 400.12 FT TO POB, CONT 8.80 AC.

(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.



August 28, 2024

Mr. Ted E. Dearing  
Assistant City Manager  
City of Battle Creek  
10 North Division Street, Room 206  
Battle Creek, Michigan 49014  
Email: tedearing@battlecreekmi.gov

***PILOT Application – Battle Creek Fieldstone Site Development***

Dear Ted:

Please consider this letter as a request by Horizon Development Group, Inc. (“Horizon”), and applicant for one (1) PILOT Ordinance pursuant to Chapter 882.01 of the City of Battle Creek Code (“PILOT Application”), for the purpose of the Battle Creek Fieldstone Site Development Project (the “Project”).

**Description of the Project: Manchester Place**

The Project consists of a development on the Fieldstone Site called Manchester Place, located on 165 W Manchester Street, into affordable housing. The development consists of two-story walk-up apartment buildings that are non-age restricted. Residential units will include one-, two-, and three-bedroom unit types, ranging in size from approximately 700-1,350 square feet. Adequate surface parking will be provided for resident use. Other site features include shared open spaces, leasing office, central parcel pickup, community clubroom, and fitness center. The overall objective of the project is to expand the affordable housing stock within the City of Battle Creek while simultaneously aiding in the growth of the Washington Heights Neighborhood.

**Project Site:**

The subject site is just under nine-acres (8.81 AC) at 165 W. Manchester Street, consisting of the former Bronson Behavioral Health Facility, commonly referred to as the “Fieldstone Site.”

Please reference Exhibit A for a more detailed illustration of the site. The current owner of the site is Bronson Hospital. Horizon will be entering into a purchase and sale contract with Bronson Hospital. Please note that Horizon is contemplating the potential set aside of approximately 5 acres of land for future development consideration.

**Financing**

The Project will be developed and financed through the use of Low-Income Housing Tax Credits (“LIHTC”) through the Michigan State Housing and Development Authority (“MSHDA”). It will be financed using 9% LIHTC, conventional debt, and PILOT. Our goal is to commence construction by Fall of 2025 and anticipate a 12 to 18-month construction period.

**LIHTC Rents & Unit Mix**

Our LIHTC Application will take advantage of the ‘Income Averaging’ method of acquiring the 9% credits. Our project will consist of (21) one-bedroom units, (22) two-bedroom units, and (10) three-bedroom units at income limits ranging from 30%-80% of the County Median Income (CMI). Each income level will be further reduced by 5% due to MSHDA incentives related to the States’ Qualified Allocation Plan. Please see Table 1 below for the breakdown of rents and our proposed unit mix.

*Table 1- Proposed Unit Mix*

# of Units	Bedroom Size	AMI Level	Collected Rent
3	One-Br	30% - Voucher	\$732
4	One-Br	30%	\$235
2	One-Br	40%	\$375
3	One-Br	50%	\$520
9	One-Br	80%	\$880
3	Two-Br	30% - Voucher	\$886
4	Two-Br	30%	\$275
3	Two-Br	40%	\$445
3	Two-Br	50%	\$615
9	Two-Br	80%	\$1,040
2	Three-Br	30% - Voucher	\$1,109
2	Three-Br	40%	\$510
2	Three-Br	50%	\$700
4	Three-Br	80%	\$1,200

Rents and unit mix listed are projected and are subject to change prior to MSHDA Application

**Ownership**

Horizon is an experienced developer of affordable housing communities throughout the Midwest. Horizon will be partnering with a LIHTC equity investor to be identified.

**Proposed Project Timeline**

The Applicant seeks to begin construction in Fall of 2025 after the receipt of 9% LIHTC and commitment of all other funding sources.

10/2024	MSHDA 9% LIHTC Application Due
12/2024	MSHDA 9% LIHTC Award Announcement
10/2025	Design Development, Pre-Closing, Finance Closing, Initial Capital Contributions, and Permitting Expected Completion Date
10/2025	Construction Begins (12 Months)
10/2026	Lease-up Begins

Ted E. Dearing  
August 28, 2024  
Page 4

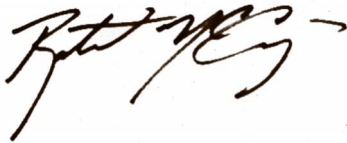
**Requested Terms for PILOT Application**

The Applicant is requesting a PILOT Ordinance with a service charge equal to 5% of shelter rents. The Applicant is also requesting that the PILOT Ordinance has a term of fifty (50) years.

We look forward to continuing to work with this city on this community and PILOT approval.  
Please contact us with any questions or concerns.

Sincerely,

Horizon Development Group



Bob McCaigue  
Development Manager  
[B.MCCAIGUE@HORIZONDBM.COM](mailto:B.MCCAIGUE@HORIZONDBM.COM)  
(262) 384-1103

**Exhibit A**  
Site Map and Legal Description of the Project



Source: Calhoun County GIS

Parcel Number: 52-3560-00-013-0

LEGAL DESCRIPTION ACCORDING TO CALHOUN COUNTY GIS [TO BE CONFIRMED BY TITLE COMMITMENT AND SURVEY]

PART OF NW 1/4 OF SEC 1 T2S R8W: BEG NE COR OF LOT 9 OF GRAVES' 2ND ADD - N 89 DEG 35 MIN E ALG S LI OF ANN AVE DIST OF 630.75 - S 01 DEG 16 MIN 17 SEC E ALG WLY LI OF WASHINGTON AVE DIST OF 232.65 FT - CONTN ALG SD WLY LI S 02 DEG 21 MIN 47 SEC E 363.28 FT - S 89 DEG 40 MIN 39 SEC W ALG N LI OF MANCHESTER ST DIST OF 681.44 FT - N 00 DEG 43 MIN 43 SEC W 132.14 FT - N 89 DEG 08 MIN 44 SEC E ALG S LI OF LOT 1 OF SD PLAT DIST OF 47.88 FT - N 00 DEG 15 MIN W ALG ELY LI OF LOT 1 OF SD PLAT DIST OF 61.98 FT - S 89 DEG 54 MIN 36 SEC W ALG SD ELY LI DIST OF 11.92 FT - N 00 DEG 29 MIN 38 SEC W ALG SD ELY & ELY LI OF OAKLAWN AVE, & LOTS 8 & 9 OF SD PLAT DIST OF 400.12 FT TO POB, CONT 8.80 AC((S 132' OF W 47.67' ASSESSED AS #3560-00-002-1 IN 1983 THRU 2003; E 49.5' OF W 97.17' OF S 132' ASSESSED AS #3560-00-006-0 IN 1983 THRU 2003))



General Detail NO.

Minutes for the September 3, 2024 City Commission Regular Meeting

**BATTLE CREEK, MICHIGAN - 9/17/2024**

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

Minutes for the September 3, 2024 City Commission Regular Meeting

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> Minutes_for_the_September_3_2024_City_Commission_Regular_Meeting.pdf	Minutes for the September 3, 2024 City Commission Regular Meeting





## **Agenda: Battle Creek City Commission**

Meeting Date: September 3, 2024- 7:00 PM

Location: City Commission Chambers

Chair: Mayor Mark A. Behnke

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

VIDEO

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### **ATTENDANCE**

#### **COMMISSIONERS**

Mayor Mark Behnke

Commissioner Jenasia Morris

Commissioner Carla Reynolds (7:14)

Vice Mayor Sherry Sofia

ABSENT: Commissioner Jim Lance

Commissioner Roger Ballard

Commissioner Patrick O'Donnell (7:10)

Commissioner Jake Smith

Commissioner Christopher Simmons,  
remote

#### **CITY STAFF**

Ted Dearing, Assistant City Manager

Chad Frein, IT Director

Shannon Bagley, Police Chief

Phil Kroll, Aviation Director

Bryce Hamilton, Service Desk Tech

William Kim, City Attorney

Victoria Houser, City Clerk

Bill Beaty, Fire Chief

Travis Sullivan, City Planner

Helen Guzzo, Community Development  
Mgr

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Comm. Ballard.

### **ROLL CALL**

### **CHAIR NOTES ADDED OR DELETED RESOLUTIONS**

There were no added or deleted resolutions.

### **PETITIONS COMMUNICATIONS REPORTS**

There were no petitions, communications or reports.

### **INTRODUCTION OF ORDINANCES**

15-2024 A Proposed Ordinance, #15-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 23, modifying the terms of a Payment in Lieu of Taxes for the Housing Development to be known as "Station Side Lofts."

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

Ayes: BALLARD, MORRIS, BEHNKE, SIMMONS, SMITH, SOFIA

Absent: LANCE, O'DONNELL, REYNOLDS  
MOTION PASSED

16-2024 A Proposed Ordinance, #16-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 22, modifying the terms of a Payment in Lieu of Taxes to Northern Pines Apartments previously approved on October 17, 2023.

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

Ayes: BALLARD, MORRIS, BEHNKE, SIMMONS, SMITH, SOFIA

Absent: LANCE, O'DONNELL, REYNOLDS  
MOTION PASSED

17-2024 A Proposed Ordinance, #17-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 24, modifying the terms of a Payment in Lieu of Taxes for the Housing Development to be known as "Manchester Place."

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

David Moore commented about taxes.

Autumn Smith stated she was not in favor of the payment in lieu of taxes.

John Kenefick commented about the voucher program and subsidies for future residents.

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

Absent: LANCE, REYNOLDS  
MOTION PASSED

### **ADOPTION OF ORDINANCES**

537 A Resolution seeking adoption of Proposed Ordinance #13-2024, amending Section 02, Articles X and XVII, of Chapter 212, "Rules of Procedure of the Commission," regarding

Public Comment to ensure a better flow to the Business Meeting.

Motion to Approve

Moved By: JAKE SMITH

Supported By: SHERRY SOFIA

David Moore suggested the ordinance adoption be postponed to 2025.

Reece Adkins agreed the ordinance adoption should be postponed.

Joe Harris suggested Battle Creek lead the way instead of following other municipalities, asking the commission to leave the public comment opportunities as is.

Autumn Smith also expressed disagreement with the proposed ordinance.

John Kenefick expressed his opinion the proposed 4-minute public comment period for all legislative agenda items was not sufficient.

Comm. Simmons noted the difference between the constitutional right to free speech and the public comment time required at meetings of a public body. Comm. Simmons shared many residents' concerns that the meetings are hijacked by a few citizens who do not reflect the views of most citizens.

Ayes: BALLARD, MORRIS, BEHNKE, REYNOLDS, SIMMONS, SOFIA

Nays: O'DONNELL, SMITH

Absent: LANCE

MOTION PASSED

### **PUBLIC COMMENTS REGARDING CONSENTAGENDA AND RESOLUTIONS NOT ON CONSENTAGENDA**

Nick Zuehlke, Walters Dimmick, discussed their plans to redevelop and reconstruct their facility at the corner of Urbandale, noting the project will improve the community and neighborhood and allow improved service to more residents.

Reece Adkins expressed support of the project, appreciating the future expansion and improvements, and the elimination of a vacant building.

David Moore commented on the many changes occurring in the Urbandale area, stating he liked the improvements.

John Kenefick commented on resolution #538, regarding cameras that read license plates and resolution #543 regarding the expansion of a gas station in Urbandale.

Autumn Smith also commented on resolution #538, expressing a concern of privacy.

(Limited to three minutes per individual)

### **COMMISSION COMMENT REGARDING MEETING BUSINESS**

Comm. Ballard commended Johnny's on the expansion of the gas station and the relocation of Speed's Restaurant, thanking city staff for helping them find a new location.

Comm. Smith commented on resolution #538, asking for policy as to how the cameras will be used and video stored.

### **CONSENTAGENDA**

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

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

Absent: LANCE  
MOTION PASSED

Minutes for the August 20, 2024 City Commission Regular Meeting

City Manager's Report for September 3, 2024

**CONSENT RESOLUTIONS**

538            A Resolution seeking authorization to enter into a contract for License Plate Recognition Cameras from Flock Group, Inc. in an initial 2-year amount of \$69,500.00.

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

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

Absent: LANCE  
MOTION PASSED

539            A Resolution seeking acceptance of the qualifications-based proposal from C&S Companies to provide general architectural/engineering services for the Battle Creek Executive Airport at Kellogg Field.

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

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

Absent: LANCE  
MOTION OTHER

540            A Resolution authorizing the City Manager to execute a Fourth Amendment to Lease with New Cingular Wireless, PCS, LLC for use and access to property at

294 Kellogg Street.

Motion to Approve

Moved By: JAKE SMITH

Supported By: SHERRY SOFIA

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

Absent: LANCE

MOTION PASSED

**RESOLUTIONS NOT INCLUDED IN THE CONSENT AGENDA**

- 541 A Resolution seeking acceptance of the lowest responsive, responsible bid for Air Traffic Control Tower Rehabilitation project from Berglund Construction Company in a not-to-exceed amount of \$373,500.00.

Motion to Approve

Moved By: JAKE SMITH

Supported By: SHERRY SOFIA

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

Absent: LANCE

MOTION PASSED

- 542 A Resolution seeking authorization for the City Manager to execute a grant agreement with Battle Creek Area Habitat for Humanity for the development and resale of a single-family home to a low-income and moderate-income household at 273 W. Spaulding, Battle Creek, MI 49037, with federal HOME Investment Partnership funding.

Motion to Approve

Moved By: JAKE SMITH

Supported By: SHERRY SOFIA

Comm. Ballard thanked Habitat for Humanity for the construction of 5 new houses in the Urbandale area, encouraging residents to volunteer on Tuesdays and Thursdays.

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

Absent: LANCE

MOTION PASSED

- 543 A Resolution seeking to approve Petition PSUP24-0002, a special use permit request for the expansion of an existing gas station at 1439 W Michigan Avenue in the B-1, Corridor Commercial District located at 1439 W Michigan Avenue Parcel #4000-00-036-0.

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

Comm. O'Donnell expressed excitement for this project, thanking the developers for their investment in the community.

Mr. Zuehlke shared that several improvements would improve safety at the location, closing one of the drives into the business that was too close to the intersection, while also adding a rear drive designated for delivery trucks only. Responding to Mayor Behnke, Mr. Zuehlke stated the general contractor runs a tight ship, employing a good core group of people who ensure the project is completed quickly, stating their goal is to complete the project in 75-90 days, to ensure continued operation of the business.

Comm. Ballard encouraged everyone to be watchful of all the new things happening in Urbandale.

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

Absent: LANCE  
MOTION PASSED

### **GENERAL PUBLIC COMMENT**

David Moore encouraged all residents to vote in the upcoming November election.

Joe Harris expressed his disappointment with the approval of the ordinance adoption that changed public comment opportunities at commission meetings.

Autumn Smith expressed disagreement with the adoption of ordinance #13-2024. Ms. Smith also commented on former Attorney Steele's request for a \$200 monthly stipend for not participating in the City's retiree health insurance.

John Kenefick commented on elected officials, the neighborhood planning commissions and commissioners listening to residents.

(Limited to three minutes per individual)

### **COMMISSION COMMENTS**

Comm. Simmons thanked city staff for their assistance accommodating his remote attendance due to military responsibilities. Comm. Simmons confirmed he returns every phone call from residents, also completely reading emails from residents, even visiting a resident's home with the mayor to discuss their concerns.

Comm. O'Donnell thanked the clerk and her staff for their work on an accurate election and recent recount.

### **ADJOURNMENT**

Mayor Behnke adjourned the meeting at 8:03 pm.

It is the desire of the City Commission to encourage public expression in the course of its meetings. Such expression can be integral to the decision-making process of the City Commission. It is the intention of the City Commission to respect the rights of persons addressing the Commission. Public comment periods are a time for citizens to make

comments; they are not intended as a forum for debate or to engage in question-answer dialogues with the Commission or staff. Commissioners are encouraged not to directly respond to speakers during public comment periods. At the conclusion of the speakers remarks, the Mayor or individual Commissioners may refer a question to City staff, if appropriate. Also, individual Commissioners may choose to respond to speakers during the Commission Comment period. It is with these aims in mind, so as to promote decorum and civility and an orderly process for conducting its public meetings, that the following rules concerning public comments, consistent with applicable law, are adopted by the City Commission.

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

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

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

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

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

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

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

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

permission to take a specific action;

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

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

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

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

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

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





General Detail NO.

City Manager's Report for September 17, 2024

**BATTLE CREEK, MICHIGAN - 9/17/2024**

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Rebecca Forbes, Executive Assistant

**Department:** City Manager

**SUMMARY**

City Manager's Report for September 17, 2024

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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ATTACHMENTS:

File Name	Description
City_Manager_Report_09172024.pdf	City Manager's Report for September 17, 2024

# MEMO

**Date:** 09/17/2024  
**To:** Mayor and City Commission  
**From:** Rebecca L. Fleury, City Manager  
**RE:** City Manager's September 17, 2024, Agenda Report

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**A Public Hearing to hear public comments on the 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER) reporting on City use of federal Community Development Block Grant (CDBG) and HOME Investment Partnership funds.**

This Public Hearing to receive public comments on the 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER) reporting on City use of federal Community Development Block Grant (CDBG) and HOME Investment Partnership funds.

**544**

**A Resolution seeking adoption of Proposed Ordinance #15-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 23, modifying the terms of a Payment in Lieu of Taxes for the Housing Development to be known as "Station Side Lofts."**

This proposed development, now called Station Side Lofts, is proposed to take place at the former Dolliver building site at 135 N Washington Avenue, near Fire Station 2. According to the Developer, the approximately \$15 million development will comprise up to 60 units in an up to 4-story, elevator served, urban-style building.

This Proposed Ordinance seeks to amend Chapter 882 "Real Estate Taxation," by amending Section 23, modifying the terms of a Payment in Lieu of Taxes for the Housing Development to be known as "Station Side Lofts." **Adoption is Recommended.**

**545**

**A Resolution seeking adoption of Proposed Ordinance #16-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 22, modifying the terms of a Payment in Lieu of Taxes to Northern Pines Apartments previously approved on October 17, 2023.**

This proposed request would amend the PILOT for Northern Pines Apartments, which proposes construction of a 56-unit Permanent Supportive Housing Community.

Permanent Supportive Housing (PSH) is an intervention that combines affordable housing assistance with voluntary support services to address the needs of people experiencing homelessness. PSH is long-term assistance meant for the most vulnerable homeless populations.

This Proposed Ordinance would amend Chapter 882 Real Estate Taxation by amending Section 22, modifying the terms of a Payment in Lieu of Taxes to Northern Pines Apartments previously approved on October 17, 2023. **Adoption is Recommended.**

**546**

**A Resolution seeking adoption of Proposed Ordinance #17-2024, amending Chapter 882 "Real Estate Taxation," by amending Section 24, modifying the terms of a Payment in Lieu of Taxes for the Housing Development to be known as "Manchester Place."**

This proposed development, "Manchester Place," is planned to take place at the former Bronson Behavioral Health Facility, commonly referred to as the "Fieldstone Site" at 165 N Washington Avenue. The subject site consists of 8.81 acres.

According to the Developer, the development will consist of three, 20-unit, two-story walk-up apartment buildings that are non-age restricted. The residential units will include a mixture of one, two, and three-bedroom unit types that range in size from approximately 800 - 1,385 square feet.

This Proposed Ordinance, would amend Chapter 882 "Real Estate Taxation," by amending Section 24, modifying the terms of a Payment in Lieu of Taxes for the Housing Development to be known as "Manchester Place." **Adoption is Recommended.**

**551**

**A Resolution seeking authorization for the City Manager to enter into a 2025 Emergency Commercial and Industrial Demand Response Agreement with Consumers Energy related to City Hall.**

In an effort to keep the electrical grid reliable during peak times, Consumers Energy (CE) has developed a Demand Response Program to reduce off-peak time energy usage.

To lower peak-time usage, CE has invested in real-time system monitoring that predicts when peak-time usage will be greater than the energy available. In the event of a predicted usage demand that will be greater than the available energy, CE will call upon its portfolio of non-residential customers, including municipalities, who have agreed to enter into these agreements to reduce their load in order to keep the demand lower than what is available.

This Resolution seeks authorization for the City Manager to enter into a 2025 Emergency Commercial and Industrial Demand Response Agreement with Consumers Energy related to City Hall. **Approval is Recommended.**

**552**

**A Resolution seeking authorization for the City Manager to enter into a 2025 Emergency with Generator Commercial and Industrial Demand Response Customer Agreement with Consumers Energy for ten lift stations.**

In an effort to keep the electrical grid reliable during peak times, Consumers Energy has developed a Demand Response Program to reduce off-peak time energy usage.

To lower peak-time usage, CE has invested in real-time system monitoring that predicts when peak-time usage will be greater than the energy available. In the event of a predicted usage demand that will be greater than the available energy, CE will call upon its portfolio of non-residential customers, including municipalities, who have agreed to enter into these agreements to reduce their load in order to keep the demand lower than what is available.

This Resolution seeks authorization for the City Manager to enter into a 2025 Emergency with Generator Commercial and Industrial Demand Response Customer Agreement with Consumers Energy for ten lift stations. **Approval is Recommended.**

**553**

**A Resolution seeking approval for an amendment to the 2024/2025 Fee, Bond, and Insurance Schedule for the Hamblin Avenue parking structure.**

If approved, this Resolution authorizes an amendment to the 2024/2025 Fee, Bond, and Insurance Schedule for the Hamblin Street Parking Structure to accommodate transient visitors to the downtown as well as patrons of Kellogg Arena and the newly renovated DoubleTree Hotel.

This Resolution seeks approval of the amendments to the 2024-2025 Fee, Bond and Insurance Schedule for the City of Battle Creek. **Approval is Recommended.**

**554**

**A Resolution seeking to honor the invention of Peanut Butter in the City of Battle Creek.**

The City of Battle Creek, Michigan holds a prominent place in the history of culinary innovations. The invention of peanut butter is a significant milestone in that history which revolutionized both nutrition and cuisine.

In the early 20th century, Dr. John Harvey Kellogg and his team at the Battle Creek Sanitarium were instrumental in developing the first commercial peanut butter product, which has since become a staple in households across the globe.

This Resolution, brought forward by Commissioners Smith, Morris, and O'Donnell, seeks approval to honor the invention of Peanut Butter in the City of Battle Creek. **Approval is Recommended.**

**555**

**A Resolution seeking authorization for the City Manager to (re)employ, on a part-time basis, up to four (4) retired BCPD police officers (to be named) under 296.09(c).**

Pursuant to Employment Provision 296.09 (c) "No person shall be employed by the City, or paid with City funds, who has retired under the provisions of . . . the Policemen and Firemen Retirement System . . . The City Manager may make exceptions to this provision, with the approval of the City Commission, when . . . "she" feels the interests of the City would be served thereby."

The City and the Police Officers Labor Council - Nonsupervisory Unit have entered into a Letter of Understanding acknowledging that retired officers, including BCPD retirees may be a good fit for direct hire positions at BBC Hospital.

This Resolution seeks authorization for the City Manager to (re)employ, on a part-time basis, up to four (4) retired BCPD police officers (to be named) under 296.09(c). **Approval is Recommended.**

**556**

**A Resolution identifying the 2024-2025 goals for City Attorney William Kim's evaluation criteria.**

Section VII of City Attorney Kim's employment contract provides that he will be evaluated annually on specific criteria developed jointly and approved by the City Commission and Mr. Kim. This will be communicated to him at the beginning of the evaluation period.

At the August 28, 2024 City Attorney Performance Evaluation and Salary Review Committee, Vice Mayor Sofia shared the updated Organizational Chart, Work Output and Resource Management document, which included the Goals and Objectives of the City Attorney. At that meeting, the committee members determined the 2024-2025 document was ready to be presented to the entire Commission for adoption.

This Resolution identifies the 2024-2025 Goals and Objectives and measures of success for City Attorney William Kim's evaluation criteria. **Approval is Recommended.**

**557**

**A Resolution seeking to set a Closed Session on a labor matter for September 17, 2024.**

As permitted under the Michigan Open Meetings Act, a public body, upon a majority vote, may meet in closed session for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing, and the City has requested that closed session.

This Resolution sets a Closed Session on a labor matter for September 17, 2024. **Approval is Recommended.**



General Detail NO.

Review Committee Meeting Minutes for September 11, 2024

**BATTLE CREEK, MICHIGAN - 9/17/2024**

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

Review Committee Meeting Minutes for September 11, 2024

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
<input type="checkbox"/> 09.11.2024_-_Review_Committee_Minutes.pdf	Review Committee Meeting Minutes for September 11, 2024
<input type="checkbox"/> Boards-Committees_Application_Report_-_8.15.2024_-_9.11.2024.pdf	Boards-Committees Application Report - 8.15.2024 - 9.11.2024

# CITY OF BATTLE CREEK REVIEW COMMITTEE AGENDA

Wednesday, September 11, 2024 at 3:00 PM

Join Zoom Meeting

<https://us02web.zoom.us/j/83001258710?pwd=I9SZ6dqjTAidkYWwRBNgj0gvY1nmdi.1>

Meeting ID: 830 0125 8710

Passcode: 754270

One call in: 1-312-626-6799

## MINUTES

The Review Committee Meeting started at 3:02pm.

### Attendees

- \*Mayor Mark Behnke
- \*Vice Mayor Sherry Sofia
- \*Rebecca Fleury, City Manager
- \*Marcie Gillette, Community Services Director
- \*Richard Bolek, Inspections Supervisor
- \*Patti Worden, Executive Assistant

### **I. LOCAL DEVELOPMENT FINANCING AUTHORITY**

- a. 1 application, 1 new appointment
  - i. Albert Morehart – New Appointment – Term to expire 9/17/2028
- b. Discussion: Behnke, Sofia, Fleury, Liaison (BCU)

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

Behnke:            Yes  No      Comment:

Sofia:               Yes  No      Comment:

**II. DANGEROUS BUILDING HEARINGS OFFICER**

- a. 1 application, 1 new appointment
  - i. Brandon Upston – New Appointment – Term to expire Open-ended
- b. Discussion: Behnke, Sofia, Fleury, Liaison (Marcie Gillette)

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

Behnke:           Yes No      Comment:

Sofia:             Yes No      Comment:

**III. CIVIL SERVICE COMMISSION**

- a. 1 application, 1 new appointment
  - i. Kate Flores – New Appointment – Term to expire 9/17/2030
- b. Discussion: Behnke, Sofia, Fleury, Liaison (Michelle Hull)

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

Behnke:           Yes No      Comment:

Sofia:             Yes No      Comment:

The Meeting ended at 3:11pm.

**Boards/Committees Applications**  
**(Received August 15, 2024 – September 11, 2024)**

Brandon Upston

Dangerous Building Hearings Officer

Kate Flores

Civil Service Commission





Resolution NO. 547

A Resolution appointing Albert Morehart as a new member to the Local Development Finance Authority.

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Resolved by the Commission of the City of Battle Creek:**

That Albert Morehart is appointed as a new member to the Local Development Finance Authority, with a term to expire on September 17, 2028.

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

A Resolution appointing Albert Morehart as a new member to the Local Development Finance Authority.

**BUDGETARY CONSIDERATIONS**

None, except for reimbursement for actual and necessary expenses incurred in the performance of their official duties.

**HISTORY, BACKGROUND and DISCUSSION**

Resolution No. 32, approved December 17, 2002, authorized the creation of the Local Development Financing Authority. Its purpose includes governing the affairs of the I-94 Business Park and Certified Technology Part (Smartzone) established by the City of Battle Creek, Michigan, pursuant to an Agreement (The Battle Creek Aviation and E-Learning Smartzone Agreement) with the Michigan Economic Development Corporation.

There are seven members, with one member appointed by the Calhoun County Commission, one member appointed by the CEO of Kellogg Community College, and one member appointed by the Michigan Economic Development Corporation.

## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

The Review Committee is supportive of this appointment.

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### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
 Morehart__Albert_-_2024.pdf	Albert Morehart Application



# Boards, Committees, Commissions, & Councils Application

## City of Battle Creek

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

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

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

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

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

Name \_\_\_\_\_

Last

First

M.I.

Home Address \_\_\_\_\_ Email \_\_\_\_\_

Telephone Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Are you at least 18 years of age? Yes \_\_\_\_\_ No \_\_\_\_\_

Current occupation (students, list school activities) \_\_\_\_\_

Employer/work address (students, list school) \_\_\_\_\_

Educational background/degrees (students, list year in school) \_\_\_\_\_

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

\_\_\_\_\_

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

Briefly indicate your interest, experience, and/or qualifications for the board, etc. for which you are applying. Please be specific (use back of form if needed.) \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

## City of Battle Creek Boards, Commissions and Committees – Descriptions

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

**Airport Advisory Board** – Appointing authority: Mayor and Commission.

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

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

Experience:  Airport operations  Economic development  Live in city limits

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

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

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

Experience:  Live in city limits

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

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

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

Experience:  Property owner  Business representative  Live in city limits

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

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

Contact: Community Services Director, 269-966-3387

Experience:  Public housing  Live in city limits

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

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

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

Experience:  Property owner  Business owner  Live in city limits

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

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

Contact: Battle Creek Transit, 269-966-3374

Experience:  Public transportation  Live in city limits

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

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

Contact: Battle Creek Transit, 269-966-3474

Experience:  Public transportation  Live in city limits

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

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

Contact: Code Compliance Manager, 269-966-3387

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

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

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

Contact: City Assessor, 269-966-3311

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

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

City Commissioners serve two-year terms. City voters elect the mayor as a separate office to serve a two-year term. After an election, the vice mayor is selected by their fellow commissioners to serve a two-year term. The commission is comprised of five ward commissioners, representing geographic wards within the city, and four at-large commissioners.

**All interested City Commission candidates must collect signatures, and submit nominating petitions. See more information about commissioner candidate requirements at [battlecreekmi.gov/elections](http://battlecreekmi.gov/elections).** In the case of a position vacancy, the commission will follow a special process, about which information will be released separately.

Contact: City Clerk, 269-966-3348

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

Establishes rules applicable to all regular and full-time Fire Department personnel, excluding civilian employees.

Members must reside in the city limits for one year, reside within the county for three years, and hold no other government office. There may be no more than two members of the same political party. Meets monthly.

Contact: City Clerk, 269-966-3348

Experience:  Live in city limits

**Community Oversight Board** – Appointing authority: Mayor and Commission

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

Contact: DEI Officer, 269-966-3311

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

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

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

Contact: Chief Building Official, 269-966-3311

Experience:  Construction or related experience

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

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

Contact: Code Compliance Manager, 269-966-3311

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

**Development Area Citizens Council** – Appointing authority: City Commission

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

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

Experience:  Lives within authority boundaries

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

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

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

Experience:  Non-automotive business representative  Automotive business representative

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

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

Contact: Public Works Director, 269-966-3490

Experience:  Downtown business/property owner  Live in city limits

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

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

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

Experience:  Economic development  Live in city limits

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

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

Contact: Utility Administrator, 269-966-3343

Experience:  Own property on Goguac Lake

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

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

Contact: Planning Division, 269-966-3320

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

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

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

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

Experience:  Live in the metropolitan area

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

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

Contact: Income Tax Division, 269-966-3345

Experience:  Income tax/accounting  Live in city limits

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

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

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

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

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

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

Contact: City Clerk, 269-966-3348

Experience:  Live in city limits

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

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

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

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

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

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

Contact: City Clerk, 269-966-3348

Experience:  Live in city limits

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

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

Contact: Planning Division, 269-966-3320

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

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

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

Contact: Finance Division, 269-966-3311

Experience:  Finance and/or investing  Live in city limits

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

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

Contact: Utility Administrator, 269-966-3343

Experience:  Environmental  Live in city limits  Business representative

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

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

Contact: Public Works Director, 269-966-3490

Experience:  Engineering  Other technical expertise  Industry representative

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

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

Contact: City Engineer, 269-966-3343

Experience:  Horticulture  Forestry

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

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

Contact: Public Works Director, 269-966-3490

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

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

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

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

Experience:  Live in city limits  Age 14-20

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

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

Contact: Planning Division, 269-966-3320

Experience:  Land use planning  Real estate/development/law  Building construction/engineering  
 Live in city limits



**PROCEEDINGS OF THE  
BOARD OF COMMISSIONERS**

**JULY 18, 2024**

**1. Call to Order/Roll Call**

The Regular Session of the Calhoun County Board of Commissioners convened at 7:00pm, Thursday, July 18, 2024, in the Commissioners' Meeting Room, County Building, Marshall, MI.

Chair King called the meeting to order and requested the Deputy Clerk call the roll.

Present: Comrs. Steve Frisbie, Derek King, Tommy Miller, Rochelle Hatcher, Diane Thompson, Monique French, and Al Morehart.

Staff Present: Administrator/Controller Kelli Scott, Assistant County Administrator Brad Wilcox, Corporation Counsel Kate Ambrose, HR/Labor Relations Director Kim Archambault, and Deputy Clerk to the Board Susan Connolly.

**2. Moment of Silence/Invocation**

Chair King called a Moment of Silence.

**3. Pledge of Allegiance**

Comr. Morehart led the Pledge of Allegiance.

**4. Approval of Agenda**

Res.092-2024

"Moved Comr. Hatcher, second by Comr. Miller to approve the agenda of the July 18, 2024, Regular Session of the Calhoun County Board of Commissioners, as presented."

On a **VOICE VOTE**, Motion **CARRIED**.

**5. Approval of Minutes**

A. *Minutes of the June 20, 2024 Board of Commissioners' Regular Meeting*

Minutes of the June 20, 2024, Board of Commissioners' Regular Meeting.

Res.093-2024

"Moved Comr. Thompson, second by Comr. French to approve the Minutes of the June 20, 2024, Board of Commissioners' Regular Meeting, as presented."

On a **VOICE VOTE**, Motion **CARRIED**.

**6. Citizens' Time**

Tom Hunsdorfer from the Senior Millage Allocation Committee shared that the Annual Recognition of Centenarians would be held Friday, July 19 from 2-4 at the Marshall United Methodist Church.

Barry Wayne Adams of Marshall expressed concerns related to County Policies related to employee rights and privileges.

Battle Creek resident Autumn Smith objected to the proposed revisions to Policy #330.

Bob Overley of Marshall Township shared opposition to Policy #330 related to conflict of interest.

**7. Elected/Appointed County Officials' Comments**

There was none.

**8. Special Order of Business**

There was none.

**9. Consent Agenda**

*A. Petitions, Communications, Reports*

- 1. Other County Resolutions to be Acknowledged*
- 2. Financial Statements for Information Only: June 2024*

*B. Resolutions*

- 1. Resolution Authorizing Maintenance Expenditures--Duck Lake*
- 2. Resolution Authorizing Maintenance Expenditures--Lyon Lake*
- 3. MERS Service Credit Purchase - Suleiman Sumbal*
- 4. Lease Renewal--Alternative Choices LLC*
- 5. Battle Creek Local Development Finance Authority (LDFA) Board Appointment*
- 6. Marshall South and Northeast Neighborhood Improvement Authorities Appointment*
- 7. Lease Renewal--Calhoun County Public Health Department*
- 8. Calhoun County Planning Commission Appointment*

9. *CCRD Additional 2024 Local Road Improvement Agreements*

Res.094-2024

Comr. Miller thanked Corporation Counsel Kate Ambrose for her time addressing questions related to items on the Consent Agenda.

“Moved Comr. Hatcher, second by Comr. Thompson to approve the Consent Agenda of the July 18, 2024, Board of Commissioner’s Regular Session, as presented.”

On a **VOICE VOTE**, Motion **CARRIED**.

10. Special Committee/Workshop/Board Reports

Comr. Miller noted upcoming events at the County Fairgrounds.

11. Unfinished and Old Business

There was none.

12. New Business and County Administrator's Report

A. **Administrator/Controller's Report**

County Administrator/Controller Kelli Scott reminded the Board that the FireKeepers Local Revenue Sharing Board applications for discretionary grants are due by July 31.

Ms. Scott highlighted the Consent Agenda item for 2024 Additional Local Road Improvement Agreements for Clarendon, Convis, Emmett, and Sheridan Townships.

Scott gave updates on the upcoming 2024 Capital Improvement Bonds and the Revised State Tax Incentives for the Ford Blue Oval Battery Park project.

Kelli Scott gave a few high level remarks about the State's FY2025 budget, including an approximate 11% increase in revenue sharing and additional funding for the Prosecutor's Office.

Ms. Scott concluded her report with updates on the County's Broadband Task Force and the recent National Association of Counties Conference that she attended.

B. **New Business**

1. *FY25 County Veteran Service Fund Grant Application from Michigan Veterans Affairs Agency*

Administrator/Controller Kelli Scott stated that the grant application is for \$138,000 in additional funding for Oct.1, 2024-Sep.30, 2025 to support the veterans' relief fund.

Veterans Affairs Director Aaron Edlefson added the funds will support veterans in need of payments for utilities, home repairs, and medical emergencies.

Res.095-2024

“Moved Comr. Frisbie, second by Comr. Morehart to approve the Fiscal Year 2025 County Veteran Service Fund Grant Application from Michigan Veterans Affairs Agency, as presented.”

On a **ROLL CALL VOTE**, Yes – 7, Comrs. King, Frisbie, Miller, Hatcher, Thompson, French, and Morehart.

Motion **CARRIED**.

2. *Policy Revisions: Policy #330 (Voluntary Service and Other Employment) and Policy #341 (Employee Assistance Program)*

Kelli Scott and Kim Archambault explained the revisions to Policy #330, Other Employment and Volunteer Service, noting that the main objective is to address potential conflicts of interest related to outside employment while a county employee.

Comr. Miller state his opposition to the revisions to Policy #330, arguing that employees should not need permission to work a second job or participate in community service.

Administrator/Controller Kelli Scott clarified that volunteer service is encouraged, and reiterated that the revisions were mainly to require approval for other employment to avoid conflict of interest.

Comr. Frisbie explained that the policy is similar to private sector policies, aiming to avoid conflict of interest and ensure resolution before starting a second job.

Comrs. French and Hatcher addressed concerns related to county policies and procedures vs. permission.

Comr. Thompson noted her concerns around balancing invasion of privacy vs. conflict of interest.

Res.096-2024

“Moved Comr. Frisbie, second by Comr. Miller to Table Policy #330 (Voluntary Service and Other Employment), as presented.”

On a **ROLL CALL VOTE**, Yes – 4, Comrs. King, Frisbie, Thompson, and Morehart.  
No - 3, Comrs. Miller, Hatcher, and French.

Motion **CARRIED**.

Res.097-2024

“Moved Comr. Frisbie, second by Comr. Morehart to approve Policy Revision: Policy #341 (Employee Assistance Program), as presented.”

On a **ROLL CALL VOTE**, Yes – 7, Comrs. King, Frisbie, Miller, Hatcher, Thompson, French, and Morehart.

Motion **CARRIED**.

### **13. Citizens' Time**

Residents Autumn Smith and Barry Wayne Adams shared opposition to Policy #330 related to conflict of interest.

Rebecca Sebring of Fredonia Township shared opposition to Policy #330 and conflict of interest related to County employees.

Residents Rick Newcomb, Julie Bryce, and William Martin shared concerns related to Blue Oval/MAJOR site development and water resources.

Jasmin Miller informed of the development of Isaiah 117 House for foster children and zooming matters in Newton Township.

Harrold Weaver of Clarendon Township noted conflict of interest related to union workers.

Clarendon Township Supervisor Steve Schrock noted he was running unopposed

### **14. Commissioners' Time**

Comr. Miller thanked the road department and administration for funding related to Sheridan Township projects.

### **15. Claims Payable Listing**

A. *Claims Payable for June 13, 2024, through July 9, 2024, in the amount of \$12,313,185.21.*

Res.098-2024

“Moved Comr. Thompson, second by Comr. Miller to approve the Calhoun County Claims Payable for June 13, 2024, through July 9, 2024, in the amount of \$12,313,185.21, as presented.”

On a **ROLL CALL VOTE**, Yes – 7, Comrs. King, Frisbie, Miller, Hatcher, Thompson, French, and Morehart.

Motion **CARRIED**.

### **16. Announcements**

Comrs. French and Frisbie noted the Day of Hope in the Washington Heights neighborhood in Battle Creek and the positive turnout.

**17. Adjournment**

The meeting was adjourned at 8:07p.m. at the call of the Chair.

smc

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Susan M. Connolly  
Deputy Clerk to the Board of Commissioners



Resolution NO. 548

A Resolution appointing Brandon Upston as the Dangerous Building Hearings Officer.

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Resolved by the Commission of the City of Battle Creek:**

That Brandon Upston is appointed as the Dangerous Building Hearings Officer, with an open-ended term.

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Manager

**SUMMARY**

A Resolution appointing Brandon Upston as the Dangerous Building Hearings Officer.

**BUDGETARY CONSIDERATIONS**

**HISTORY, BACKGROUND and DISCUSSION**

In conformance with State law, Ordinance No. 11-93, approved July 13, 1993, amended Part 14, Building and Housing Code, Title Six, Housing and Urban Redevelopment, by the addition of Chapter 1463, Dangerous Buildings; Section 1463.03(5) provides for the appointment of a Hearing Officer with expertise in housing matters.

**DISCUSSION OF THE ISSUE**

**POSITIONS**

The Review Committee is supportive of this appointment.

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**ATTACHMENTS:**

File Name

Description





**Patricia Worden**

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, August 28, 2024 5:12 PM  
**To:** Rebecca D. Forbes; Patricia Worden  
**Subject:** Online Form Submittal: Current City of Battle Creek Boards, Committees, Commissions, and Councils Application

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

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

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

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

Name	Brandon Upston
Are you 18 years or older?	Yes
Home address	4406 minges rd s
City	battle creek
State	mi
Zip code	49015-9374
Email address	upston.contracting@gmail.com
Home phone	2699866174
Work phone	<i>Field not completed.</i>
Cell phone	2699866174
Current occupation (students should list school activities)	Contractor
Employer and work address (students should list school)	Upston Contracting LLC -- 4406 Minges RD S. Battle Creek, MI 49015
Educational background/degrees (students should list current year in school)	B.S. from Michigan State University in Construction Management

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

---

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

---

Briefly explain your interest, experience, and/or qualifications for the boards for which you are applying I have been a contractor in the local area for almost 30 years. Have had experience with construction codes and applications throughout my career.

---

Attach additional information *Field not completed.*

---

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

---

Electronic Signature Agreement I agree.

---

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

---

Electronic Signature Brandon D. Upston

---

Date 8/27/24

---

#### Accessibility

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

Accommodation request(s): *Field not completed.*

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Section 5.1

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### Boards, Committees, Commissions, & Councils Interest

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

---

#### Airport Advisory Board

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

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Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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#### BC Area International Relations Committee

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

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

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

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Rank	<i>Field not completed.</i>
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Experience	<i>Field not completed.</i>
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BC Housing Commission

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

---

Rank *Field not completed.*

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Experience *Field not completed.*

---

BC TIFA/Brownfield Redevelopment Authority

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*

---

BC Transit Local Advisory Council

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*

---

BC Transit Local Coordinating Committee

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

---

Rank *Field not completed.*

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Experience *Field not completed.*

---

Board of Appeals (Housing)

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

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

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Rank	1
Experience	Building construction/engineering, Live in BC city limits

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#### Board of Review (Assessing)

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

---

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

---

#### Civil Service Commission

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

---

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

---

#### Community Oversight Board

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

---

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

---

#### Construction Board of Appeals

To hear appeals on building permit denials, and from any other decision pursuant or related to the Act or the State Construction Code. There are five members and

one alternate. Members serve two-year terms. A member of the board shall be qualified by experience or training to perform the duties of the board. The board meets as needed.

---

Rank *Field not completed.*

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Experience *Field not completed.*

---

#### Dangerous Buildings Hearing Officer

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

---

Rank *Field not completed.*

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Experience *Field not completed.*

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#### Development Area Citizens Council

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

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Rank *Field not completed.*

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Experience *Field not completed.*

---

#### Dickman Road Business Improvement District

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*

---

#### Downtown Parking System Advisory Committee

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

---

Rank *Field not completed.*

---

Experience

*Field not completed.*

Economic Development Corporation

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

Rank

*Field not completed.*

Experience

*Field not completed.*

Goguac Lake Board

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

Rank

*Field not completed.*

Experience

*Field not completed.*

Historic District Commission

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

Rank

*Field not completed.*

Experience

*Field not completed.*

Human Relations Board

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

Rank

*Field not completed.*

Experience

*Field not completed.*

Income Tax Board of Appeals

Attempts to settle city income tax disputes.

---

Rank *Field not completed.*

---

Experience *Field not completed.*

---

Lakeview Downtown Development Authority

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*

---

License Review Board

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*

---

Local Development Financing Authority

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*

---

Local Officers' Compensation Commission

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*



### Planning Commission

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*

---

### Police/Fire Retirement System Board

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*

---

### Sustainable BC Committee

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*

---

### Technical Review Committee

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*

---

### Tree Advisory Council

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

Rank *Field not completed.*

Experience *Field not completed.*

Water System Advisory Council

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

Rank *Field not completed.*

Experience *Field not completed.*

Youth Advisory Board

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

Rank *Field not completed.*

Experience *Field not completed.*

Zoning Board of Appeals

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

Rank *Field not completed.*

Experience *Field not completed.*

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

## Patricia Worden

---

**From:** Richard E. Bolek  
**Sent:** Wednesday, August 28, 2024 8:37 PM  
**To:** Patricia Worden  
**Cc:** Marcie M. Gillette; Jason L. Francisco; Ted E. Dearing  
**Subject:** Re: Brandon Upston Application

It should be Dangerous Building Hearing officer.

He likely mismarked.

Can we correct or does he have to?

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

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**From:** Patricia Worden <psworden@battlecreekmi.gov>  
**Sent:** Wednesday, August 28, 2024 8:34:52 PM  
**To:** Richard E. Bolek <rebolek@battlecreekmi.gov>  
**Cc:** Marcie M. Gillette <mmgillette@battlecreekmi.gov>; Jason L. Francisco <JLFrancisco@battlecreekmi.gov>; Ted E. Dearing <TEDearing@battlecreekmi.gov>  
**Subject:** Brandon Upston Application

Hi Rick,

In looking at Brandon's application, he didn't mark the Dangerous Buildings Hearing Officer, but instead marked the Board of Appeals.

I believe this may be an error, but wanted to confirm with you that is your understanding.

There is currently not a vacancy on the Board of Appeals.

Please let me know your thoughts.

Thank you,  
Patti

### Patti Worden

*Executive Assistant*

**City of Battle Creek  
City Manager's Office**

10 North Division Street Rm 206  
Battle Creek, Michigan 49014  
Ph- 269.966.3378  
Ex- 1203  
psworden@battlecreekmi.gov

<http://www.battlecreekmi.gov>



**Mission for Battle Creek City Government**

To ensure a safe, prosperous and culturally enriched community.



Resolution NO. 549

A Resolution appointing Kate Flores as a new member to the Civil Service Commission.

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Resolved by the Commission of the City of Battle Creek:**

That Kate Flores is appointed to the Civil Service Commission as the City Representative with a term ending September 17, 2030.

---

Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Patti Worden, Executive Assistant

**Department:** City Clerk

**SUMMARY**

A Resolution appointing Kate Flores as a new member to the Civil Service Commission.

**BUDGETARY CONSIDERATIONS**

None.

**HISTORY, BACKGROUND and DISCUSSION**

The Civil Service Commission meets monthly or as needed and provides a civil service system for the hiring and promotion of all full-time positions in the Fire Department.

**DISCUSSION OF THE ISSUE**

**POSITIONS**

State Act #78 of 1935, was adopted by the voters on November 6, 1962.

Appointing Authority: Section 2 of Act 78 of 1935 (MCL 38.502).

\*One (1) member appointed by the Mayor with City Commission approval.

\*One (1) member elected by the paid members of the City Fire Department.

\*One (1) member selected by the above two (2) members.

Purpose: To establish and provide a board of civil service commissioners for the City's Fire Department, who provide a civil service system based upon examination and investigation as to merit, efficiency, and fitness for appointment, employment, and promotion of all full-time paid members appointed in the City's fire department. They also regulate the transfer, reinstatement, suspension, and discharge of fire fighters and prescribe penalties and provide remedies.

---

ATTACHMENTS:

File Name	Description
☐ Flores__Kate_-_2024.pdf	Kate Flores Application

**Patricia Worden**

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, September 3, 2024 8:31 PM  
**To:** Rebecca D. Forbes; Patricia Worden  
**Subject:** Online Form Submittal: Current City of Battle Creek Boards, Committees, Commissions, and Councils Application

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

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

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

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

Name	Kate Flores
Are you 18 years or older?	Yes
Home address	76 Laurel Dr.
City	Battle Creek
State	MI
Zip code	49017
Email address	kkennedyflores@gmail.com
Home phone	<i>Field not completed.</i>
Work phone	<i>Field not completed.</i>
Cell phone	269-832-2912
Current occupation (students should list school activities)	Institutional Learning Director
Employer and work address (students should list school)	EARTH University Foundation; 151 Ellis St. NE, Atlanta, GA 30303 (remote work)
Educational background/degrees (students should list current year in school)	M.A., Community Development and Adult Education; currently a PhD student in Leadership and Change

List any appointed positions or boards/committees/commissions/councils on which you have served, and year(s) of service	City Commissioner, 2015-2020 Human Relations Board Sustainable BC Public Transportation Committee
List any organizations to which you belong (professional, technical, community, nonprofit; students should list school organizations)	PhD student at Antioch University Key Communicators, Battle Creek Public Schools PTAs, Battle Creek Public Schools
Briefly explain your interest, experience, and/or qualifications for the boards for which you are applying	As a former City Commissioner, I have experience and knowledge about the Fire Department and hiring processes related to civil service. I have deep respect for Battle Creek's firefighters and seek to support the Fire Department through fair and equitable processes in compliance with Act #78.
Attach additional information	<i>Field not completed.</i>
Please tell us how you found out about our boards, etc. and/or vacancies	<i>Field not completed.</i>
Electronic Signature Agreement	I agree.

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

Electronic Signature	Kate Flores
Date	9/3/2024

#### Accessibility

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

Accommodation request(s):	<i>Field not completed.</i>
---------------------------	-----------------------------

Boards, Committees, Commissions, & Councils Interest

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

Airport Advisory Board

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

Rank *Field not completed.*

Experience *Field not completed.*

BC Area International Relations Committee

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

Rank *Field not completed.*

Experience *Field not completed.*

BC Downtown Development Authority

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



Rank *Field not completed.*

Experience *Field not completed.*

BC Housing Commission

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

Rank *Field not completed.*

Experience *Field not completed.*

BC TIFA/Brownfield Redevelopment Authority

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

Rank *Field not completed.*

Experience *Field not completed.*

BC Transit Local Advisory Council

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

Rank *Field not completed.*

Experience *Field not completed.*

BC Transit Local Coordinating Committee

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

Rank *Field not completed.*

Experience *Field not completed.*

Board of Appeals (Housing)

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

Rank *Field not completed.*

Experience *Field not completed.*

#### Board of Review (Assessing)

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

Rank *Field not completed.*

Experience *Field not completed.*

#### Civil Service Commission

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

Rank 1

Experience Live in BC city limits

#### Community Oversight Board

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

Rank *Field not completed.*

Experience *Field not completed.*

#### Construction Board of Appeals

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

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Rank *Field not completed.*

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Experience *Field not completed.*

---

#### Dangerous Buildings Hearing Officer

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

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Rank *Field not completed.*

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Experience *Field not completed.*

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#### Development Area Citizens Council

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

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Rank *Field not completed.*

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Experience *Field not completed.*

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#### Dickman Road Business Improvement District

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

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Rank *Field not completed.*

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Experience *Field not completed.*

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#### Downtown Parking System Advisory Committee

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

Rank *Field not completed.*

Experience *Field not completed.*

Economic Development Corporation

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

Rank *Field not completed.*

Experience *Field not completed.*

Goguac Lake Board

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

Rank *Field not completed.*

Experience *Field not completed.*

Historic District Commission

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

Rank *Field not completed.*

Experience *Field not completed.*

Human Relations Board

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

Rank *Field not completed.*

Experience *Field not completed.*

Income Tax Board of Appeals

Attempts to settle city income tax disputes.

Rank *Field not completed.*

Experience *Field not completed.*

Lakeview Downtown Development Authority

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

Rank *Field not completed.*

Experience *Field not completed.*

License Review Board

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

Rank *Field not completed.*

Experience *Field not completed.*

Local Development Financing Authority

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

Rank *Field not completed.*

Experience *Field not completed.*

Local Officers' Compensation Commission

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

Rank *Field not completed.*

Experience *Field not completed.*

Planning Commission

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

Rank *Field not completed.*

Experience *Field not completed.*

Police/Fire Retirement System Board

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

Rank *Field not completed.*

Experience *Field not completed.*

Sustainable BC Committee

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

Rank *Field not completed.*

Experience *Field not completed.*

Technical Review Committee

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

Rank *Field not completed.*

Experience *Field not completed.*

Tree Advisory Council

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

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Rank *Field not completed.*

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Experience *Field not completed.*

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#### Water System Advisory Council

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*

---

#### Youth Advisory Board

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*

---

#### Zoning Board of Appeals

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

---

Rank *Field not completed.*

---

Experience *Field not completed.*

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



Resolution NO. 550

A Resolution seeking acceptance of the lowest responsive, responsible bid for CW Post Monument and Cairn Restoration project from RAM Construction Services of Michigan, Inc., in a not-to-exceed amount of \$56,297.00.

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the lowest responsive, responsible bid for CW Post Monument and Cairn Restoration project is accepted from RAM Construction Services of Michigan, Inc., in a not-to-exceed amount of \$56,297.00. The City Manager is authorized to execute Contract No. 2025-029B, which will be paid from:

223.50.1358.801.010 STR WO #3005 – ARPA Monument Park Pillar

The City Manager or their 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.

---

Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Christine Huff, Purchasing Agent

**Department:** Purchasing

**SUMMARY**

A Resolution seeking acceptance of the lowest responsive, responsible bid for CW Post Monument and Cairn Restoration project from RAM Construction Services of Michigan, Inc., in a not-to-exceed amount of \$56,297.00.

**BUDGETARY CONSIDERATIONS**

This project is ARPA funded.



## **HISTORY, BACKGROUND and DISCUSSION**

The solicitation was issued August 7, 2024, for the renovation of the CW Post Monument and the Stone Cairn Monument located at 110 E. Michigan Ave.

Copies of the IFB and drawings were provided to all contractors and construction plan houses registered in our online vendor registration system. Construction companies and the trades subscribe to planhouses to be aware of all jobs being bid around the region. In addition, an advertisement was placed on the City's website and in the Battle Creek Shopper.

Bid responses were due on August 28, 2024, and they were submitted to our online secure website, and read aloud via Zoom. A bid tabulation is attached.

As with all construction projects over \$50,000, this is a prevailing wage job and all the standard contract protections apply.

RAM Construction was the lowest responsive, responsible bidder. RAM recently did a smaller job at the WWTP, and their work was reportedly very good. The Purchasing Department also called references, and those were also favorable. I agree with the department's recommendation that contract award to this firm would be in the best interest of the City of Battle Creek.

## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

---

#### ATTACHMENTS:

File Name	Description
☐ Gerber_memo.docx	Gerber memo
☐ 2025-029B_Renovations_to_CW_Post_Monument_and_Stone_Caim.xlsx	Bid Tabulation
☐ Draft_Contract.pdf	Draft Contract
☐ 2025-029B_Renovations_to_CW_Post_Monument_and_Stone_Caim.docx	Original IFB
☐ 2025-029B_Drawings_CW_Post_Monument.pdf	Drawings
☐ STANDARD_CONTRACT_PROTECTIONS.docx	standard contract protections



# CITY OF BATTLE CREEK

## DEPARTMENT OF PUBLIC WORKS – FIELD SERVICES DIVISION

To: Chris Huff, Purchasing Agent

From: Todd Gerber, Field Services Superintendent

CC: Steve Skalski, DPW Director

Date: September 9, 2024

RE: Renovations to C.W. Post Monument and Stone Cairn - Contract #2025-029B

**Brief Summary:** This project includes the cleaning and protective waxing of the C.W. Post Monument along with the cleaning, resetting of loose stones, tuck pointing, replacing the limestone sill, and expansion joint repairs at the Stone Cairn. This project will complement the renovation work performed in 2023 and early 2024 to the Welcome to Battle Creek wall and the Sojourner Truth memorial. All of the monuments above are located in Monument Park.

**Budgetary Considerations:** This contract is in the amount of \$56,297.00, which will be paid from the following Business Unit:

**223.50.1358.801.010 STR WO #3005** – ARPA Monument Park Pillar

**History/Background:** On August 28, 2024, the Purchasing Division accepted bids submitted by three companies for the Renovations to the C.W. Post Monument and Stone Cairn project. Of the three bids, RAM Construction Services of Michigan, Inc. was the low bidder.

RAM Construction was recently awarded the Repairs to concrete, sealing, expansion joint project at our Wastewater Treatment Plant in 2023. Both the Wastewater Superintendent and the Maintenance Group Supervisor at the Wastewater Plant said the project with RAM was a positive experience and would recommend working with them again.

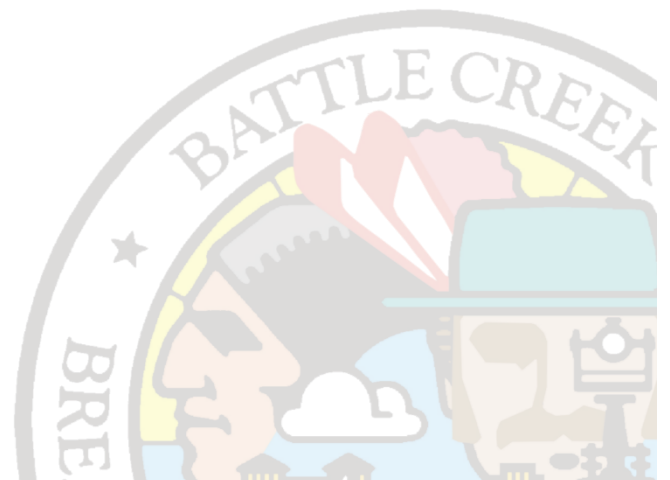
Therefore, the Department of Public Works recommends that a Resolution be drafted which awards a contract for the Renovations to C.W. Post Monument and Stone Cairn – Contract #2025-029B to RAM Construction Services of Michigan, Inc.

Please let me know if you have any questions.

Thank you,

Todd Gerber

Field Services Superintendent



**City of Battle Creek BID TABULATION**  
**2025-029B Renovations to CW Post Monument and Stone Cairn**  
**Due Date: August 28, 2024**

Item #	DESCRIPTION	BIDDER NAME	RAM Construction Services of Michigan, Inc.	River Town Painting and Construction	Building Restoration Inc.
	<b>Total bid</b>		\$56,297.00	\$74,775.00	\$92,295.00

**CONTRACT FORM**  
**CONTRACT NO. 2025-029B**

THIS AGREEMENT, made and entered into this 18th day of September, **2024**, by and between RAM Construction Services of Michigan, Inc., hereinafter called the "Contractor" and the City of Battle Creek, hereinafter called the "Owner."

In consideration for the mutual covenants hereinafter stated, the parties agree for themselves, their personal representatives, successors, assigns as follows:

**I. The Contractor promises and agrees**, to complete the renovations as outlined in the specifications and drawings attached to this solicitation for the CW Post Monument and Stone Cairn Monument located at Monument Park 110 E. Michigan Ave, Battle Creek, MI

A. To furnish all materials, construction water, equipment, tools, dewatering devices, skill and labor of every description necessary or reasonable incidental to carrying forth and completing in good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the true intent of the NOTICE TO BIDDERS, SPECIAL INSTRUCTIONS, GENERAL INSTRUCTIONS, INVITATION FOR BID, SPECIAL CONDITIONS, GENERAL CONDITIONS, AGREEMENT, BONDS, GENERAL SPECIFICATIONS, DRAWINGS, CONTRACTOR'S BID and Project Specifications, and other contract documents and addenda thereto, which are hereby made a part hereof as fully and to the same effect as though they had been set forth at length herein.

B. To commence work under this contract on or before a date to be specified by the owner in a written Notice to Proceed and complete the project by the date specified in the Invitation for Bid.

C. Requirements for a specific trade or contract will generally be described in that portion of the specifications or drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. The Contractor will be held responsible for having carefully examined all drawings and read all requirements of the specifications and all Contract Documents to avoid omissions or duplications and to insure a complete job.

D. The Contractor must be fully informed about conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this contract.

E. Any claim by the Contractor of an inability to meet any requirement set forth in the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time their Bid was submitted, and specific provision is made for such claim in the Agreement between Owner and Contractor (Bid and Agreement).

F. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

G. NON-DISCRIMINATION CLAUSE: The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin,

sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).

**II. The Owner promises and agrees:**

A. To pay the Contractor for said work when completed in accordance with the provisions of these contract documents, and for the contract sum of:

**Fifty-six thousand, two-hundred ninety-seven dollars and 00/100 ( \$56,297.00 )**.

Payment for work is subject to additions provided therein and for the authorized work complete in place and accepted by the Owner or its authorized representatives.

III. It is further understood and agreed between the parties hereto as follows:

A. The said work is to be done in accordance with the laws of the State of Michigan to the entire satisfaction and approval of the Owner or its duly authorized representatives.

B. The decision of said Owner's authorized representative upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

C. If, at any time after the execution of the Agreement and the Bond for its faithful performance, the Owner shall deem the surety or sureties then upon said bond to be unsatisfactory or, if, for any reason said bond shall cease to be adequate security for the performance of the work, the Contractor shall, at their expense, within fifteen (15) calendar days after receipt of written notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

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

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

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

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

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, the day and year first above written.

STATE OF MICHIGAN)  
                  ) ss  
COUNTY OF CALHOUN)

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

CONTRACT FORM APPROVED BY:

\_\_\_\_\_  
City Attorney

SIGNED, SEALED, AND  
EXECUTED BY CONTRACTOR:

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNED, SEALED, & EXECUTED  
BY CITY OF BATTLE CREEK

\_\_\_\_\_  
City Manager

## PERFORMANCE BOND

Let it be known that \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Battle Creek in the sum of \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$ \_\_\_\_\_) for the payment of which sum of money to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly as required by written contract.

WHEREAS, the Principal has entered into a certain written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the \_\_\_\_\_ complete, as described in the foregoing Bid and Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and truly keep and perform the said contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said contract, and shall defend, indemnify and save harmless said City of Battle Creek against any liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agreed that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### PRINCIPAL ATTEST:

\_\_\_\_\_  
Principal Business Name

\_\_\_\_\_  
Principal Secretary Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Secretary Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Witness of Principal

### SURETY ATTEST:

\_\_\_\_\_  
Surety Business Name

BY: \_\_\_\_\_  
Attorney-in-Fact Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Attorney-in-Fact Printed Name

\_\_\_\_\_  
City, State, Zip

**LABOR AND MATERIALS BOND**

Let it be known that, that we, the undersigned, \_\_\_\_\_, hereinafter called the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_, hereinafter called the "Surety," are held and firmly bound unto the City of Battle Creek, hereinafter called the "Owner," for use of any and every person, co-partnership, association or corporation interested in sum of \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$ \_\_\_\_\_), to be paid to the said obligees or its or their assigns, to which payment be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our respective seals and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the above bounded \_\_\_\_\_, Principal, has entered into a contract with the City of Battle Creek.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS CONDITION IS SUCH, that if the above bounded Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void; otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid therefore may sue in assumption on this bond in the name of the Owner for their use prosecute the same to final judgment for such sum or sums as may be justly due to them, and have execution thereon, provided, however, that the Owner shall not be liable for payment of any costs or expenses of any such suit.

IT IS FURTHER AGREED, that any alterations that may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner or any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and Surety or Sureties or either or any of them their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under the seal and day and year first above written.

ATTEST:

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST

\_\_\_\_\_

BY: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)





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**CITY OF BATTLE CREEK, MICHIGAN  
 NOTICE OF INVITATION FOR BIDS  
 Renovations to CW Post Monument and Stone Cairn  
 IFB # 2025-029B**

**IFB DUE DATE and TIME:** August 28, 2024 at 2:00 pm local time **BIDS MUST BE SUBMITTED ELECTRONICALLY.**

**BID SUBMITTAL:** Bids must be submitted electronically as ONE PDF. **DO NOT EMAIL BIDS.** Submittal at: <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> then follow the link for Bids and Proposals Solicitations, which will take you to the VendorRegistry page. You may also email [purchasing@battlecreekmi.gov](mailto:purchasing@battlecreekmi.gov) for links. Click on the notice for this project, then click submit bid. You must be a registered vendor (quick and no charge) in order to submit a bid. You may withdraw your bid at any time before the due date/time. To withdraw your electronic bid, click “submit bid” again and you will see the link to withdraw. All bids will be publicly opened and read aloud via Zoom, details listed in IFB in VendorRegistry. Upload your bid and bonds TOGETHER as ONE PDF (not multiple uploads).

**PROJECT DESCRIPTION:** The City of Battle Creek will accept sealed bids for the Renovations to CW Post Monument and Stone Cairn project. This project consists of, but is not limited to, renovation of the CW Post Monument and the Stone Cairn Monument. Both monuments are located in Monument Park at 110 E. Michigan Ave, Battle Creek, MI.

<p><b>PRE-BID CONFERENCE:</b></p> <p>N/A</p>	<p><b>PLANHOLDERS LIST:</b></p> <p><a href="https://vrapp.vendorregistry.com/Vendor/Selection/Subscription/Selection?buyerSource=battle-creek-mi-vendor-registration">https://vrapp.vendorregistry.com/Vendor/Selection/Subscription/Selection?buyerSource=battle-creek-mi-vendor-registration</a></p>
<p><b>TECHNICAL QUESTIONS OR SITE VISITATION:</b></p> <p>Cody Newman 269-753-8040</p>	<p><b>FUNDING:</b> This project has NO federal or state funding. All project funding is provided by the City of Battle Creek.</p> <p><b>PREVAILING WAGES:</b> Required for this project. See attached wage rates at the end of this document. Contractor shall abide by all the requirements set forth in Section 208.09, PREVAILING WAGES ON CITY PROJECTS, of the City's Administrative Code.</p>
<p><b>BID SUBMITTAL QUESTIONS:</b></p> <p>Email: <a href="mailto:Purchasing@battlecreekmi.gov">Purchasing@battlecreekmi.gov</a></p>	<p><b>IFB ISSUE DATE:</b> August 7, 2024</p>
<p><b>BID VALID:</b> Bids may be withdrawn up to the time and date of the bid opening. After the bid opening, bids may not be withdrawn for a period of ninety 90 days thereafter. The City of Battle Creek reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.</p>	<p><b>ADDENDA:</b> Each addendum will be on file in the Office of the Purchasing Agent. To the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a binding part of the contract.</p>
<p><b>BID BOND:</b> Each bid must be accompanied by a standard form bid bond, made payable to the City of Battle Creek, in an amount of not less than five (5%) percent of the base bid submitted. Failure of any accepted bidder to enter into a contract for the work will cause forfeit of the bid security. We do not accept certified checks in lieu of bid bond.</p>	<p><b>PERFORMANCE/LABOR/MATERIALS BONDS:</b> The accepted bidder will be required to furnish a satisfactory performance bond and labor/materials payment bond, each in an amount equal to 100% of the contract and insurance certificate upon forms acceptable to the City.</p>

## NOTICE TO BIDDERS

### 1. BID SUBMISSION:

- A. Bids must be submitted in complete original form submitted through our secure online portal by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations or email [purchasing@battlecreekmi.gov](mailto:purchasing@battlecreekmi.gov) for links.
- B. Bids will be accepted via the method listed until the time and date specified herein, and immediately after will be publicly opened and read aloud electronically, and the link will be published with the solicitation, or you may email [purchasing@battlecreekmi.gov](mailto:purchasing@battlecreekmi.gov) for the online link if you want to attend. The prevailing clock shall be VendorRegistry.com.
- C. Late bids will not be accepted and the online system will automatically shut off at exactly the specified time.
- D. All bids submitted in response to this invitation shall become the property of the City and be a matter of public record available for review.

### 2. PREPARATION OF BIDS:

- A. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed by the bidder.
- B. The bid shall be legally signed on the OFFER TO CONTRACT page and the complete address of the bidder given thereon.
- C. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices

### 3. SIGNATURES: All bids, notifications, claims and statements must be signed by an individual authorized to bind the bidder.

- (a.) CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
- (b.) PARTNERSHIPS: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If all partners sign bid no authorization is needed.

### 4. REJECTION OR WITHDRAWAL: Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid nonresponsive and may result in bid rejection. The City reserves the right to reject any or all bids and to waive any informalities and minor irregularities defects in bids. Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date and time.

### 5. AWARD: The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. Unless otherwise specified in this IFB, the City reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the City. Any bidder who is in default to the City at the time of submittal of the bid shall have their bid rejected. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected.

In evaluating bids, the City of Battle Creek shall consider the qualifications of the bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the City may conduct such investigations as the City deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications and financial ability of the bidders to fulfill the contract.

### 6. CONTRACT: A response to an IFB is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's IFB. Bids do not become contracts unless and until they are executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB addendum or amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

### 7. BID RESULTS: A bid tabulation will be posted on the City's website and will also be on file and available for review after contract award in the Purchasing Department.

### 8. CHANGES AND ADDENDA TO BID DOCUMENTS: Each change or addendum issued in relation to this bid document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be

mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent.

- 9. SPECIFICATIONS:** Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the City's applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types of materials, equipment and supplies. However, the City does reserve the right to specify a sole brand, with no brand substitutions allowed. The bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The City reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted bid price. Contractors are strongly encouraged to not submit anything with their bid that is not specifically requested in this solicitation.
- 10. DELIVERY:** Bids shall include all charges for mobilization, delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.
- 11. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).
- 12. CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.
- 13. PURCHASE ORDER:** The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent as evidenced by a purchase order.
- 14. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, bidder certifies:

  - A The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.
  - D. The bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, Kickbacks from Public Employees.
- 15. DEFINITIONS:**

"CITY" - The City of Battle Creek.  
"CITY UNIT" - The department of the City that intends to use the resulting contract.  
"CONTRACTOR" - The bidder whose proposal is accepted by the City.

## SECTION I - SPECIAL INFORMATION FOR BIDDERS

### 1. General Contract Specification

All sections contained or referenced in this Invitation for Bid shall become a material part of the contract.

### 2. Order Of Precedence

The plans and specifications shall be considered to be one complete document and what is called for in one shall be considered as being called for in all. In the event that there is a conflict between the parts, the following order of precedence shall govern:

- Addenda to bidding documents
- The Contract Drawings
- The Contract Special Provisions
- The Contract Special Instructions
- The Contract Special Conditions
- The Contract Specifications

### 3. Registration Requirements for Contractors

All bidders, including General Contractors and Specialty Contractors, shall hold or obtain such Contractors or Business Licenses as required State and Local statues.

### 4. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

### 5. Unit Price

When the Bid for the work is to be submitted on a unit price basis, unit price Bids will be accepted on all items of work set forth in the Bid, except those designated to be paid for as a lump sum. The estimated of quantities of work to be done is tabulated in the Bid and although stated with as much accuracy as possible, are approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents. Unit prices will prevail in event of discrepancy and in bid tabulations.

### 6. Liquidated Damages

None

### 7. Listing of Subcontractors

Failure to list subcontractors and major suppliers, where feasible, may be cause for rejection of the Bidder's Bid as non-responsive.

### 8. Non-collusion:

By signing the Offer to Contract, the bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly entered into any arrangement or agreement with any other bidder or with any public officer of such City of Battle Creek, Michigan, whereby such affidavit or affiants or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affidavit or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

### 9. Contractor's Insurance

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

#### Coverage Afforded

Workers' Compensation:

Commercial General Liability: Bodily Injury  
(including XCU if appropriate) Property Damage  
or Combined Single Limit

Automobile Liability:

Bodily Injury  
Liability  
Property Damage

#### Limits of Liability

\$ 100,000 or statutory limit  
\$1,000,000 each occurrence  
\$1,000,000 each occurrence  
\$2,000,000  
\$ 300,000 each person  
\$ 500,000 each occurrence  
\$ 500,000

or Combined Single Limit \$ 500,000

The City of Battle Creek shall be listed as an **additional insured** on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, 10 N. Division, Suite 216, Battle Creek, MI 49014.

10. Vendor Evaluation: Experience with the City shall be taken into consideration when evaluating responsibility of the vendor.
11. Permits: Contractor shall secure all necessary permits to complete the work as described in this IFB. **These costs shall be included in the bid price.**
12. Bid Protest Procedure: Protests about the bid procedure must be in writing. This written protest must be received by the City of Battle Creek, located at 10 N. Division, Suite 216, Battle Creek, MI 49014. This written protest must be received by the City no later than ten (10) working days after notification to all bidders of the contract award decision. The City of Battle Creek must issue its written decision no more than ten (10) business days from the day the written protest was received.

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

13. FEDERAL TERMS AND CONDITIONS

For federally funded projects, federal terms and conditions are hereby incorporated as a material part of this contract. In cases of conflict between terms in this agreement, the federal terms shall prevail.

14. OTHER FEDERAL COMPLIANCE: Contractor shall comply with Copeland Anti-kickback Act (18 U.S.C. 874); Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 USC 40 USC 3701-3708); Section 306 of the Clean Air Act (42 USC 7602, Air Pollution Prevention and Control); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
15. RECORD ACCESS: Contract shall grant access, if requested, by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor that are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions for federally funded projects.
16. RECORD RETENTION: Contractor shall retain all required records for three years after final payments and all other pending matters are closed.
17. CLEAN AIR ACT: Contractor shall comply with all applicable standards, orders, or requirements issued under Clean Air Act (42 U. S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. For federally funded contracts and subcontracts of amounts in excess of \$100,000 the contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).
18. ENERGY EFFICIENCY: Contractor shall maintain mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors who bid for an award of \$100,000 or more for a federally funded project certify by signing the Offer to Contract that they have or will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
20. Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

21. Contract Work Hours and Safety Standards Act: all federally funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
22. Clean Air Act for federally funded contracts in excess of \$150,000: Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The City will report violations to the Regional Office of the Environmental Protection Agency (EPA).
23. Davis-Bacon Act: as amended (40 U.S.C. 3141-3148: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination as included in this Invitation for Bid. Contractors shall pay wages not less than once a week. Contractor shall not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled.
24. Build America Buy America section 70914 of Public Law No. 117-58, §§ 70901-52. By signing the Offer to Contract, contractor certifies that any iron and steel, manufactured products, and construction materials used and become permanently a part of infrastructure must be produced in the United States if the contract value is \$10,000 or more for a federally funded project.

## TERMS AND CONDITIONS

1. **ACCIDENT PREVENTION:** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all the damages to persons or property either on or off the site, which occur as a result of the contractor's fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and OSHA standards shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the city may determine to be reasonably necessary.
2. **CONFLICTS AND OMISSIONS:** The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned. The City's decision shall be final.
3. **WORKING CONDITIONS:** The contractor shall conduct all work in accordance with all regulations governing the City Unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of the City Unit. Materials, tools, etc., shall be confined so as not to unduly encumber the premises.
4. **PRIOR EXAMINATION:** Contractor shall be familiar with local conditions affecting the job prior to submitting the bid. Contractor shall take their own measurements and be responsible for the correctness of same. Contractor shall be held to have made such examinations and no allowances will be made in their behalf by reason of error or omission on their part. If any part of the Contractor's work depends for proper results upon existing work or the work of another contractor, the Contractor, before commencing work, shall notify the Director in writing of any defects that will affect the results.
5. **OTHER CONTRACTS:** The City may let other contracts in connection with the work and the Contractor shall properly connect and coordinate their work with the work of such other contractors. The City shall not be liable for any damages or increased costs occasioned by the failure of other contractors or sub-contractors to execute their work as may be anticipated by these documents.
6. **INSPECTION:** Contractor shall at all times permit and facilitate inspection of the work by the City.
7. **CHANGES:** Contractor shall make changes in the contracted work only as ordered in writing by the City. The actual work performed under this contract may be increased 50% or decreased 25% from the approximate quantities set forth in the Schedule included herein. Work will be performed only based on written authorization from the City. The City reserves the right to include other similar projects in this contract over and above those mentioned in said tabulations within these limitations. If extra work orders are given in accordance with the provisions of this contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.
8. **GUARANTEE:** Contractor guarantees to remedy any defects due to faulty materials or workmanship, which appear in the work within one year from the date of final acceptance by the City.
9. **PROTECTION:** Contractor shall properly protect all new and existing structures from damage. Contractor shall comply with all safety rules and regulations as published by the Michigan Dept. of Labor, Bureau of Safety and Regulations.
10. **CLEAN-UP:** Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their waste, tools, equipment, staging and surplus materials from the structure and grounds used by the contractor and leave work clean and ready for use.
11. **SAFETY RULES:** Contractor shall perform all work under this contract in conformance with the State of Michigan general safety rules and regulations for the construction industry, as set out or authorized by the Michigan Occupational Safety and Health Act, Public Act 154 of 1974, as amended.

### 12. CANCELLATION:

This agreement may be terminated for reasons of convenience or default.

- a) Termination for Convenience: The City of Battle Creek may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly



submit its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to or paid for by the City of Battle Creek, the Contractor will account for same, and dispose of it in the manner the City of Battle Creek directs.

- b) **Termination For Cause or Breach:** If the Contractor does not deliver the complete Project in accordance with this Agreement or if the Contractor fails to comply with any other provisions of the Agreement, The City of Battle Creek may terminate, revoke or rescind this Agreement for default. Termination, revocation or rescission shall be effected by serving notice on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for the portions of the Project furnished, accepted, and found in compliance with the terms and conditions of this Agreement.

If it is later determined by the City of Battle Creek that the Contractor has an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of, or are beyond the control of the Contractor. The City of Battle Creek, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Termination, revocation or recession of this Agreement for default shall not affect or impair any rights or claims of the City of Battle Creek to damages for breach of any covenants of this Agreement by the Contractor. Further, should the Contractor fail to comply with the conditions of the Agreement or fail to complete the specified work or furnish the specified services as stipulated in the Agreement, the City of Battle Creek reserves the right to purchase on the open market, or to complete the required work at the expense of the Contractor and to pursue all other recoveries available to the City of Battle Creek under Michigan law.

**13. SUBCONTRACTORS:** Bidders shall submit with the Bid any and all subcontractors to be associated with their bid, including the type of work to be performed. All subcontractors shall be bound by all of the terms, conditions and requirements of the bid/contract; however, the prime contractor shall be responsible for the performance of the total work requirements. Contractor must provide copies of licenses for subcontractors. No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and he will be held responsible for their work, which shall be subject to the provisions of the contract.

- The Contractor shall notify the Owner in writing of the names of all subcontractors he proposes to employ on the contract and shall not employ any subcontractors until the Owner's approval has been obtained.
- The Contractor agrees to be fully and directly responsible to the Owner for all acts and omissions of their subcontractors and of any other person employed directly or indirectly by the Contractor or subcontractors, and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- Nothing contained in this Contract Documents shall create any contractual relationship between any subcontractor and the Owner. It shall be further understood that the Owner will have no direct relations with any subcontractor. Any such necessary relations between Owner and subcontractor shall be handled by the Contractor.
- The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor, etc.) by all terms of the Contract Documents as far as applicable to the subcontractors' work unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

**14. EMPLOYEES AND SUPERINTENDENCE:** Contractor shall enforce good order among their employees and shall not employ on the work site any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to them. Contractor, or a competent person having authority to act for them, shall be at the work site at all times.

**15. ASSIGNMENT OF CONTRACT:** The Contract may not be assigned in whole or in part except upon the written consent of the Owner. Any assignment agreement shall be subject to review and approval by the Owner.

**16. DEBARMENT & SUSPENSION:** Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth in 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by

agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**17. DISPUTES**

Except as otherwise provided in the Contract, any dispute concerning a questions of fact arising under the Contract that is not disposed of by agreement shall be decided by the City of Battle Creek's City Engineer who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the City Engineer shall be final, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute there under, the Contractor shall proceed diligently with the performance of the Contract and in accordance with City Engineer's decision.

This clause does not preclude consideration of law questions in connection with decision provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or board on a question of law.

**18. SUPPLEMENTAL SCHEDULE OF UNIT PRICES FOR CONSTRUCTION CHANGES**

Where the Proposal Form requires a lump sum bid for a particular item (or items) and further requires bidder to submit a supplemental schedule of Unit Prices for possible construction changes in such item(s), the Owner may if it considers such Unit Prices reasonable include these prices in the Construction Contract. If the Owner considers such Unit Prices as unreasonable he may omit same from the Construction Contract.

Rejection at any time of such Unit Prices for Construction Changes as stated in the Proposal shall not otherwise affect the balance of the Proposal or Construction Contract.

**SECTION II – OFFER TO CONTRACT**

DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

To: The City of Battle Creek, Michigan

The undersigned, as Bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; that they have carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda issued thereto; and Contractor proposes and agrees if this bid is accepted that they will contract with the City of Battle Creek, Michigan, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Battle Creek, Michigan, as therein set forth and to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that they will take in full payment therefore the sums set forth BELOW;

TOTAL BASE BID \$ \_\_\_\_\_

Acknowledgement of addenda: \_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_

**BID CONDITIONS**

It is expressly understood and agreed that the total base bid as reflected on the attached Bidding Schedule is the basis for establishing the amount of the bid security on this bid and that this total base bid is not to be construed a Lump Sum Bid. It is further understood that quantities in the Bidding Schedule for unit price items are approximate only, and that payment of a contract will be made only on the actual quantities or work completed in place, measured on the basis defined in the General Provisions, Contract Specifications or other Contract Documents

**BID SECURITY**

Accompanying this bid is a \_\_\_\_\_ in the amount of five percent (5%) or \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The total amount of bid security is based on the total base bid of this Bid.

**COMPLETION**

If awarded a contract under this Bid, the undersigned agrees to start work at the site upon receipt of official Notice to Proceed. The undersigned further agrees to complete the project within 120 days of receipt of official Notice to Proceed.

**LIQUIDATED DAMAGES**

None

**BIDDER'S SIGNATURE:** Complete the applicable paragraph below.

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

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

(a) Corporation

The bidder is a corporation organized and existing under the State of \_\_\_\_\_, which operates under the legal name of \_\_\_\_\_, and the full names of its officers are as follows:

President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_  
Manager: \_\_\_\_\_

(b) Co-Partnership

The bidder is a co-partnership consisting of individual partners whose full names are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Individual

The bidder is an individual whose full name is \_\_\_\_\_ and, if operating under a trade name, said trade name is \_\_\_\_\_.

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY & STATE: \_\_\_\_\_

**THIS BID OFFERED BY:**

SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

(SEAL)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

County of \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**SECTION III - CONTRACTOR'S BID FORMS**

THESE FORMS MUST BE RETURNED WITH THE BID

**TABLE OF CONTENTS**

CONTRACTOR'S BID BOND

CORPORATION CERTIFICATE

SUBCONTRACTOR AND DBE FORM

STATEMENT OF EXPERIENCE OF BIDDERS

### CONTRACTOR'S BID BOND

We, \_\_\_\_\_, (hereinafter called the "Principal"), and \_\_\_\_\_ (hereinafter called the "Principal"), and \_\_\_\_\_ hereinafter called the "Surety"), a corporation chartered and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_ and authorized to do business in the State of Michigan, are held and firmly bound unto the City of Battle Creek (hereinafter called the "Owner"), in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment shall be made, the Principal and Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Owner, a Bid for furnishing all labor, materials, equipment and incidentals necessary to complete this contract.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Bid and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract performance bond payable to the Owner, and in an amount of One Hundred Percent (100%) of the total contract price in the form and with security satisfactory to said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

The Principal and Surety duly sign and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
(Seal)

Countersigned: \_\_\_\_\_

**CERTIFICATE TO BE EXECUTED**

**IF**

**CONTRACTOR IS A CORPORATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Contractor hereinabove; that \_\_\_\_\_ who signed the foregoing Agreement on behalf of the Contractor was then the \_\_\_\_\_ of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_

(Corporate Seal)

**SUBCONTRACTOR AND DBE FORM – submit with bid**

**I. YOUR FIRM’S BACKGROUND:**

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

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

Are you subcontracting any part of this project?  YES  NO

**II. SUBCONTRACTING INFORMATION:** If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

<b>SUBCONTRACTOR NAME</b>	<b>City/State</b>	<b>Trade or Commodity</b>	<b>MBE</b>	<b>WBE</b>	<b>Approximate dollar value</b>
			Y / N	Y / N	



**STATEMENT OF EXPERIENCE OF BIDDER**

The Bidder shall state below the work of similar magnitude or character that they have done, and shall give references that will enable the City of Battle Creek to judge their experience, skill and business standing and of their ability to conduct the work as completely and as rapidly as required under the terms of this contract.

***PROJECT AND LOCATION***

***REFERENCES (include name and email)***


## **SECTION IV - CONTRACTOR'S CONTRACT FORMS**

THESE FORMS WILL BE REQUIRED FOR AWARD

CONTRACT FORM

PERFORMANCE BOND

LABOR AND MATERIAL BOND

**CONTRACT FORM**  
**CONTRACT NO. 2025-029B**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between \_\_\_\_\_ hereinafter called the "Contractor" and the City of Battle Creek, hereinafter called the "Owner."

In consideration for the mutual covenants hereinafter stated, the parties agree for themselves, their personal representatives, successors, assigns as follows:

**I. The Contractor promises and agrees**, to complete the renovations as outlined in the specifications and drawings attached to this solicitation for the CW Post Monument and Stone Cairn Monument located at Monument Park 110 E. Michigan Ave, Battle Creek, MI

A. To furnish all materials, construction water, equipment, tools, dewatering devices, skill and labor of every description necessary or reasonable incidental to carrying forth and completing in good, firm, substantial and workmanlike manner, the work specified, in strict conformity with the true intent of the NOTICE TO BIDDERS, SPECIAL INSTRUCTIONS, GENERAL INSTRUCTIONS, INVITATION FOR BID, SPECIAL CONDITIONS, GENERAL CONDITIONS, AGREEMENT, BONDS, GENERAL SPECIFICATIONS, CONTRACTOR'S BID and Project Specifications, and other contract documents and addenda thereto, which are hereby made a part hereof as fully and to the same effect as though they had been set forth at length herein.

B. To commence work under this contract on or before a date to be specified by the owner in a written Notice to Proceed and complete the project by the date specified in the Invitation for Bid.

C. Requirements for a specific trade or contract will generally be described in that portion of the specifications or drawings related to that trade or contract. Such requirements may, however, be described in other sections of the Contract Documents. The Contractor will be held responsible for having carefully examined all drawings and read all requirements of the specifications and all Contract Documents to avoid omissions or duplications and to insure a complete job.

D. The Contractor must be fully informed about conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this contract.

E. Any claim by the Contractor of an inability to meet any requirement set forth in the Contract Documents, or that any requirement of these documents is impractical or unreasonable, will not be recognized, unless the claim was made at the time their Bid was submitted, and specific provision is made for such claim in the Agreement between Owner and Contractor (Bid and Agreement).

F. Warranty: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

G. NON-DISCRIMINATION CLAUSE: The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin,

sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).

**II. The Owner promises and agrees:**

A. To pay the Contractor for said work when completed in accordance with the provisions of these contract documents, and for the contract sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payment for work is subject to additions provided therein and for the authorized work complete in place and accepted by the Owner or its authorized representatives.

III. It is further understood and agreed between the parties hereto as follows:

A. The said work is to be done in accordance with the laws of the State of Michigan to the entire satisfaction and approval of the Owner or its duly authorized representatives.

B. The decision of said Owner's authorized representative upon any questions connected with the execution of this Agreement or any failure or delay in the prosecution of the work by said Contractor shall be final and conclusive.

C. If, at any time after the execution of the Agreement and the Bond for its faithful performance, the Owner shall deem the surety or sureties then upon said bond to be unsatisfactory or, if, for any reason said bond shall cease to be adequate security for the performance of the work, the Contractor shall, at their expense, within fifteen (15) calendar days after receipt of written notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

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

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

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

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

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, the day and year first above written.

STATE OF MICHIGAN)  
                  ) ss  
COUNTY OF CALHOUN)

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

CONTRACT FORM APPROVED BY:

\_\_\_\_\_  
City Attorney

SIGNED, SEALED, AND  
EXECUTED BY CONTRACTOR:

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNED, SEALED, & EXECUTED  
BY CITY OF BATTLE CREEK

\_\_\_\_\_  
City Manager

**PERFORMANCE BOND**

Let it be known that \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Battle Creek in the sum of \_\_\_\_\_ dollars and \_\_\_\_\_/100 (\$ \_\_\_\_\_) for the payment of which sum of money to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly as required by written contract.

WHEREAS, the Principal has entered into a certain written contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the \_\_\_\_\_ complete, as described in the foregoing Bid and Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall in all respects well and truly keep and perform the said contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work provided in said contract, and shall defend, indemnify and save harmless said City of Battle Creek against any liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as otherwise provided in said specifications and other Contract Documents arising out of or in relation to the performance of said work and the provisions of said contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agreed that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL ATTEST:**

\_\_\_\_\_  
Principal Business Name

\_\_\_\_\_  
Principal Secretary Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Secretary Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Witness of Principal

**SURETY ATTEST:**

\_\_\_\_\_  
Surety Business Name

BY: \_\_\_\_\_  
Attorney-in-Fact Signature & Seal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Attorney-in-Fact Printed Name

\_\_\_\_\_  
City, State, Zip

**LABOR AND MATERIALS BOND**

Let it be known that, that we, the undersigned, \_\_\_\_\_, hereinafter called the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_, hereinafter called the "Surety," are held and firmly bound unto the City of Battle Creek, hereinafter called the "Owner," for use of any and every person, co-partnership, association or corporation interested in sum of \_\_\_\_\_ dollars and \_\_\_\_/100 (\$\_\_\_\_\_), to be paid to the said obligees or its or their assigns, to which payment be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our respective seals and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the above bounded \_\_\_\_\_, Principal, has entered into a contract with the City of Battle Creek.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS CONDITION IS SUCH, that if the above bounded Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void; otherwise to remain in full force and effect.

The Principal and Surety further jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above provided and who has not been paid therefore may sue in assumption on this bond in the name of the Owner for their use prosecute the same to final judgment for such sum or sums as may be justly due to them, and have execution thereon, provided, however, that the Owner shall not be liable for payment of any costs or expenses of any such suit.

IT IS FURTHER AGREED, that any alterations that may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner or any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and Surety or Sureties or either or any of them their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under the seal and day and year first above written.

ATTEST:

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST

\_\_\_\_\_

BY: \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

## SECTION V - SPECIAL CONDITIONS

1. Supplementary Definitions: The following additional definitions supplement the definitions are provided:

- (a) "Owner" or "City of Battle Creek" or "City" shall mean the City of Battle Creek, MI, acting through the City Commission or any other board official, or officials to which or whom the power belonging to the Commission shall, by virtue of any act or acts thereafter passed are held to appertain.
- (b) "Engineer" shall mean the City Engineer, or other persons designated by the City acting directly or through authorized agents.
- (c) "Contract Drawings" The drawings applicable to the work to be performed under this contract and that are referred to in this documents as the plans or as the contract drawings.

Whenever any word or expression defined in this paragraph, or pronoun used in its stead, occurs in these Contract Documents, it shall have, and is mutually understood to have, the meanings hereinafter given unless the context clearly indicates otherwise.

- (a) "Contract Documents" or "Contract Document" shall mean and include all those documents listed and included under the definition of "Contract Documents" in these General Conditions.
- (b) "Contract" or "Construction Contract" means and includes all of the Contract Documents, referred to in the General Conditions, covering the performance of the work and the furnishing of all labor, equipment, materials and other property required for the doing of the work, and covering the doing of all other things required by said Contract Document.
- (c) "Instructions to Bidders" shall mean and include both the Special Instructions to Bidders and the General Instructions to Bidders which are bound herewith.
- (d) "Conditions", "Contract Conditions" or "Conditions of Contract" shall mean both the Special Conditions of Contract and the General Conditions of Contract which are bound herewith.
- (e) "General Conditions" or "General Conditions of Contract" shall mean and include those "General Conditions" which are bound herewith.
- (f) "Owner" or "City of Battle Creek" or "City" shall mean the City of Battle Creek, Michigan, acting through the City Commission or any other board, official or officials to which or to whom the power belonging to the Commission shall by virtue of any act or acts thereafter passed are held to appertain.
- (g) "Specifications" or "Contract Specifications" shall mean and include all those "Contract Specifications" which are bound herewith, and which are listed, mentioned or referred to in the Special Conditions of Contract in the paragraph entitled "Contract Specifications", and include but are not limited to "Project Specifications" and "General Specifications".
- (h) "Contract Drawings" or "Plans" shall mean and include all drawings which have been prepared by or in behalf of the Owner, as a basis for proposals, when duly made a part of this Contract by incorporation or reference; all drawings submitted in pursuance of the terms of this Contract by the successful bidder with their proposal and by the Contractor to the Owner if and when approved by the Engineer; and all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for in the Contract.
- (i) "Work" or "Project" shall mean and include the doing of all things required of the Contractor under the Contract Documents, including but not limited to the furnishing, construction and installation of all equipment, facilities and improvements therein mentioned, and the furnishing of all labor, materials, equipment, tools and other things necessary therefore, all as provided by the Contract Documents.



- (j) "Contractor" or "Construction Contractor" shall mean the party to whom the Contract for the work described in the Contract Documents has been awarded and who executes the Agreement for the doing of the work covered by the Contract.
- (k) "Subcontractor" shall mean a person, firm or corporation, other than the Contractor, supplying labor and materials, or labor only, at the site of the work.
- (l) "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer or by the Owner, limited to the particular duties entrusted to him or them.
- (m) "Date of Award" of Contract shall mean the date formal notice of such award, signed by the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown in their Proposal by some officer or agent of the Owner duly authorized to give such notice.
- (n) "Day" or "Days", unless herein otherwise expressly defined, shall mean working day or days.
- (o) "Where "as shown", "as indicated", and "as detailed", or words of similar import are used, it shall be understood that reference to the Contract Documents which are a part of the Contract Documents is made unless stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Engineer is intended unless stated otherwise. "Provide" shall be understood to mean "provide complete in place", that is, "furnish and install".
- (p) Equipment supplier means the manufacturer who fabricates and/or assembly units to make up a complete equipment item. It does not mean a subcontractor who purchases an item of equipment from a manufacturer.

## 2. Contract Documents Defined

A Contract Document consists of and includes the following:

- A. Volume
  - (a) Invitation For Bids
  - (b) Special Instructions to Bidders
  - (c) Proposal
  - (d) Special Conditions of Contract
  - (e) Agreement
  - (f) Contract Specifications including all documents, and papers included in or referred to in the foregoing.
  - (g) The Bonds and Insurance Certificates and Policies.
- B. Volume II Contract Drawings
- C. Addenda Any and all Addenda to the foregoing.

## 3. Abbreviations Used

Wherever abbreviations are used in this Contract Document, each such abbreviation shall have the following listed meaning:

- (a) Units of Measure
  - CY Cubic Yard
  - Ft. Feet
  - Lbs Pounds
  - M One Thousand
  - MFBM One Thousand Feet Board Measure
  - C Centigrade
  - F Fahrenheit
  - HP Horsepower
  - KVA Kilovolt Ampere

BTU British Thermal Unit

(b) Types and Units

PVC Polyvinyl Chloride  
MJ Mechanical Joint  
B & S Bell and Spigot  
T & G Tongue and Groove  
SS Single Strength  
DS Double Strength  
VC Vitrified Clay  
RC Reinforced Concrete  
MH Manhole  
CB Catchbasin  
ES Extra Strength

(c) Organizations and Publications

AASHTO American Association of State Highway and Transportations Officers  
ACI American Concrete Institute  
AGA American Gas Association  
AIEE American Institute of Electrical Engineers  
AISC American Institute of Steel Construction  
AMCA Air Moving and Conditioning Association, Inc.  
ASA American Standards Association, Inc.  
ASCE American Society of Civil Engineers  
ASHRAE American Society of Heating, Refrigerating, and Air Conditioning Engineers  
ASME American Society of Mechanical Engineers  
ASTM American Society for Testing and Materials  
AWWA American Water Works Association  
AWI Architectural Woodwork Institute  
CS Commercial Standard - U.S. Department of Commerce  
FSS Federal Supply Service  
FM Factory Mutual Laboratories  
IBR Institute of Boiler and Radiator Maintenance  
MDOT MI Department of Transportation  
MRDTI Metal Roof Deck Technical Inst.  
MSS Manufacturers Standardization  
Society of The Valve and Fitting Industry  
NBBPVI National Board of Boiler and Pressure Vessel Inspectors  
NBFU National Board of Fire Underwriters  
NCPWB National Certified Pipe Welding Bureau  
NEC National Electrical Code  
NEMA National Electrical Manufacturers Association  
NFPA National Fire Protection Assoc.  
NLMA National Lumber Manufacturers Association  
PCA Portland Cement Association  
UL Underwriters Laboratory  
UBC Uniform Building Code

**SECTION VI – PREVAILING WAGES**

"General Decision Number: MI20240053 07/12/2024

Superseded General Decision Number: MI20230053

State: Michigan

Construction Type: Heavy

County: Calhoun County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

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

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

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	07/05/2024

CITY OF BATTLE CREEK PURCHASING  
 INVITATION FOR BID NO. 2025-029B

2 07/12/2024

CARP0525-006 06/01/2023

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 28.29	21.42

ELEC0445-007 06/01/2023

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

ENGI0325-013 09/01/2023

POWER EQUIPMENT OPERATORS: Underground Construction (Including Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 39.27	25.25
GROUP 2.....	\$ 34.38	25.25
GROUP 3.....	\$ 33.88	25.25
GROUP 4.....	\$ 33.60	25.25

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4:: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

\* ENGI0326-005 06/01/2024

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 41.28	25.25
GROUP 2.....	\$ 39.57	25.25
GROUP 3.....	\$ 39.57	25.25
GROUP 4.....	\$ 33.71	25.25

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

Swing Boom Truck Operator over 12 tons-\$.50 per hour

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/Excavator; Boring Machine; Bulldozer; Grader/Blade; Loader; Roller; Scraper; Tractor; Trencher  
 GROUP 2: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)  
 GROUP 3: Boom truck (non-swinging)  
 GROUP 4: Fork Truck (20' lift and under for masonry work)

\* IRON0025-011 06/01/2024

	Rates	Fringes
IRONWORKER (REINFORCING).....	\$ 35.00	33.14
IRONWORKER (STRUCTURAL).....	\$ 35.55	33.14

-----  
 LABO0334-007 09/01/2022

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 22.42	12.95
(2) Mason Tender- Cement/Concrete.....	\$ 22.55	12.95
(4) Grade Checker.....	\$ 22.73	12.55
(5) Pipelayer.....	\$ 22.85	12.95
(7) Landscaper.....	\$ 18.41	12.95

-----  
 \* LABO0334-012 06/01/2024

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 28.60	11.60
GROUP 2.....	\$ 26.34	11.60

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

-----  
 \* LABO0355-010 06/01/2024

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Cement/Concrete.....	\$ 28.56	12.95
Pipelayer.....	\$ 20.34	12.85

-----  
 PAIN0312-014 06/12/2014

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 21.75	11.94
Spray.....	\$ 22.75	11.94

-----  
 PLAS0016-020 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.31	12.83

-----  
 PLUM0333-007 06/01/2020

	Rates	Fringes
PLUMBER.....	\$ 38.79	23.08

-----  
 TEAM0007-011 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
Lowboy/Semi-Trailer Truck...	\$ 32.55	.75 + a+b
Tractor Haul Truck.....	\$ 32.30	.75 + a+b

FOOTNOTE:

- a. \$470.70 per week.
- b. \$68.70 daily.

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SUMI2010-051 11/09/2010

	Rates	Fringes
OPERATOR: Crane.....	\$ 25.26	5.00
TRUCK DRIVER: Dump Truck.....	\$ 18.00	6.43
TRUCK DRIVER: Off the Road Truck.....	\$ 20.82	3.69

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION"



## **SECTION VII - SPECIFICATIONS**

\*\*\*See attached 2025-029B Drawings\*\*\*

# RENOVATIONS TO C.W. POST MONUMENT & STONE CAIRN

E MICHIGAN AVE, BATTLE CREEK, MI

## PROJECT NOTES

- CONSTRUCTION MUST COMPLY WITH ALL NATIONAL, STATE, AND LOCAL BUILDING CODES, AS WELL AS ALL LOCAL ORDINANCES.
- DO NOT SCALE DRAWINGS. NOMINAL DIMENSIONS ARE SHOWN. REFER TO DETAILS, NOTES, SPECIFICATIONS AND PARTITION KEY FOR INFORMATION. CONTACT ARCHITECT IF ADDITIONAL INFORMATION IS REQUIRED.
- EXISTING BUILDING AND SITE INFORMATION WAS OBTAINED FROM THE OWNER AND ADDITIONAL FIELD MEASUREMENTS BY THE ARCHITECT. THE CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO COMMENCEMENT OF WORK. DRAWINGS MAY CONTAIN DISCREPANCIES DUE TO CONCEALED CONDITIONS, INACCURACIES IN THE ORIGINAL DRAWINGS, INACCESSIBLE LOCATIONS, UNRECORDED BUILDING ALTERATIONS AND OTHER CONFLICTING INFORMATION. INFORMATION OUTSIDE OF CONTRACT AREA IS RELATIVE AND FOR REFERENCE ONLY. ALWAYS VERIFY FIELD CONDITIONS BEFORE COMMENCING WORK. NOTIFY ARCHITECT IF FIELD CONDITIONS CONFLICT SUBSTANTIALLY WITH PROPOSED WORK.
- INSTRUCTIONS FOR BUILDING CONSTRUCTION MAY BE LOCATED IN ANY PART OF THE CONSTRUCTION DRAWINGS. FAILURE OF THE GENERAL CONTRACTOR OR HIS SUB CONTRACTORS AND SUPPLIERS TO SEE INFORMATION IN ANY PART OF THE CONTRACT DOCUMENTS WILL NOT BE A VALID REASON FOR ISSUING A CHANGE ORDER.
- ALL HOLES CREATED FROM ABANDONED DUCT, CONDUIT, ELEC. DEVICES, ETC., WHICH ARE IN VIEW AND ARE NOT SCHEDULED TO BE BOARDED OVER, OR ON A WALL TO BE DEMOLISHED, ARE TO BE FILLED AND PATCHED TO MATCH EXISTING.
- PATCH AND REPAIR ALL EXISTING WALL SURFACES ADJACENT TO NEW WORK AS REQUIRED TO ACHIEVE AN UNINTERRUPTED SURFACE APPEARANCE. PATCH AND REPAIR ALL FLOORING FOR EXISTING BUILDINGS TO ACHIEVE A CONTINUOUS, SMOOTH, AND FLUSH FLOOR SURFACE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING REQUIRED TO EXECUTE WORK. THE CONTRACTOR SHALL COORDINATE ALL TEMPORARY CONSTRUCTION WITH THE ARCHITECT AND OWNER TO ASSURE A MINIMUM AMOUNT OF INTERRUPTION WITH THE OWNER'S ACTIVITIES.
- IF THE PROJECT IS A REMODEL, THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL SURFACES NOT BEING REMODELED IN THE PROJECT AND IN THE PATH OF THE CONTRACTORS TRAVEL, SETUP AND/OR PROJECT MATERIAL STORAGE. THE CONTRACTOR MUST RETURN THE AREAS DISTURBED AS REQUIRED FOR ACCESS TO ITS PRE-EXISTING CONDITION.
- THE CONTRACTOR AND ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE TO OBTAIN AND PAY FOR ALL LOCAL/REQUIRED PERMITS AND INSPECTIONS.
- ALL SAFETY ISSUES RELATED TO CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST COMPLY WITH ALL STATE, LOCAL, ENVIRONMENTAL AND LABOR LAWS DURING THE CONSTRUCTION OF THIS PROJECT.
- ALL WORK TO BE GUARANTEED A MINIMUM OF ONE YEAR FROM THE DATE OF OWNER ACCEPTANCE OF WORK, EXCEPT WHERE MANUFACTURER'S GUARANTEE IS LONGER.
- IF DISCREPANCIES OCCUR BETWEEN DRAWINGS AND FIELD CONDITIONS CONTACT THE ARCHITECT TO VERIFY HOW TO PROCEED BEFORE DOING SO.
- SEE T001 FOR ADDITIONAL PROJECT NOTES, MOUNTING HEIGHTS, AND SYMBOLS
- 3D VIEWS AND RENDERINGS ON THIS PAGE AND THROUGHOUT THE SET ARE FOR REFERENCE ONLY. VERIFY ALL CONSTRUCTION DETAILS THROUGHOUT THE ENTIRE SET OF DOCUMENTS
- THE PROJECT SHALL CONFORM TO UNDERWRITERS LABORATORY FIRE RESISTANCE DIRECTORY AND BUILDING MATERIALS DIRECTORY.
- ANY MATERIAL SUBSTITUTIONS TO A LISTED UL DESIGN NUMBER SHALL BE COORDINATED BY THE CONSTRUCTION MANAGER, CONTRACTOR, SUBCONTRACTOR AND/OR MATERIAL SUPPLIER FOR COMPLIANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL APPROVALS - FOR ANY MATERIALS SUBSTITUTION IN THE REQUIRED UL DESIGN ASSEMBLY - BY THE FIRE MARSHAL AND BUILDING INSPECTOR HAVING JURISDICTION PRIOR TO ACCEPTANCE.
- FOR ANY CHANGE OF UL DESIGN NUMBER, OR ANY CHANGE IN MATERIAL(S) IN A UL DESIGN ASSEMBLY, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL OTHER RELATED MATERIALS OR ASSEMBLIES AFFECTED BY THE CHANGE OF MATERIAL OR UL DESIGN NUMBER ASSEMBLY.
- PROVIDE COMPLETE UL APPROVED THROUGH-PENETRATION FIRESTOP SYSTEMS AT ALL RATED WALL PENETRATIONS.
- PROVIDE FIRESTOPPING AS REQUIRED AT ALL OPENINGS FOR PLUMBING, CONDUIT, DUCTWORK, ETC. AT FIRE RATED ASSEMBLIES.
- REFER TO THE FLOOR PLANS FOR IDENTIFICATION OF ALL FIRE AND SMOKE-RATED PARTITIONS.

## PROJECT DESCRIPTION

THE EXISTING STONE MONUMENT AND C.W. POST MONUMENTS ARE TO BE RESTORED AS PART OF THIS PROJECT.

## DRAWING LIST

SHEET NUMBER	DRAWING TITLE	7/29/2024 - PERMIT SET
00 GENERAL		
T000	TITLE SHEET	X
01 CIVIL		
C100	ARCHITECTURAL SITE PLAN	X
03 ARCHITECTURAL		
A100	STONE MONUMENT SPECIFICATIONS AND PHOTOGRAPHS	X
A101	STONE MONUMENT ARTICLE	X
A102	STONE MONUMENT ARTICLE	X
A200	C.W. POST SPECIFICATIONS AND PHOTOGRAPHS	X
Grand total: 6		



**ARCHITECTURE/INTERIOR DESIGN**  
 Driven Design Studio PLLC  
 117 West Michigan Avenue  
 Battle Creek, MI 49017  
 (269) 753-8040  
 cody@drivendesignstudio.com

**OWNER**  
 City of Battle Creek  
 10 N Division St  
 Battle Creek, MI  
 (269) 966-3355

THIS DOCUMENT IS THE EXCLUSIVE PROPERTY OF DRIVEN DESIGN. THE DOCUMENT & THE INFORMATION IT CONTAINS MAY NOT BE REPRODUCED OR USED FOR OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT WAS PREPARED WITHOUT THE EXPLICIT CONSENT OF DRIVEN DESIGN.

**PROJECT NAME**  
 RENOVATIONS TO C.W. POST MONUMENT & STONE CAIRN

**PROJECT ADDRESS**  
 E MICHIGAN AVE, BATTLE CREEK, MI

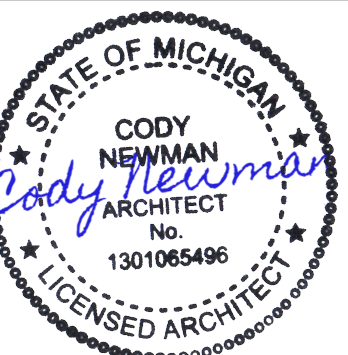
**ISSUE**  
 CONSTRUCTION DOCUMENTS

**DRAWN BY** CMN

**DATE** 7/29/2024 8:18:39 AM

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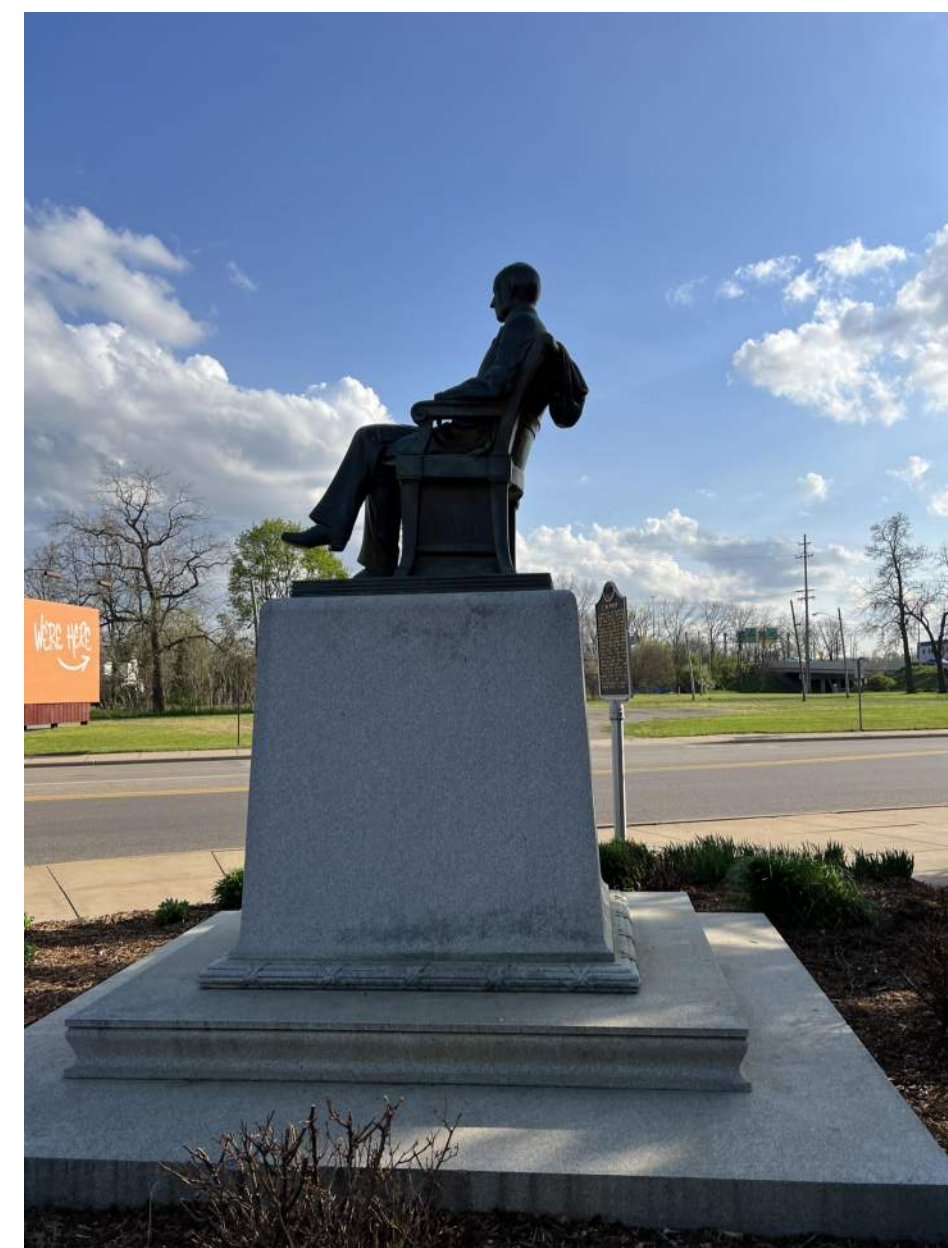
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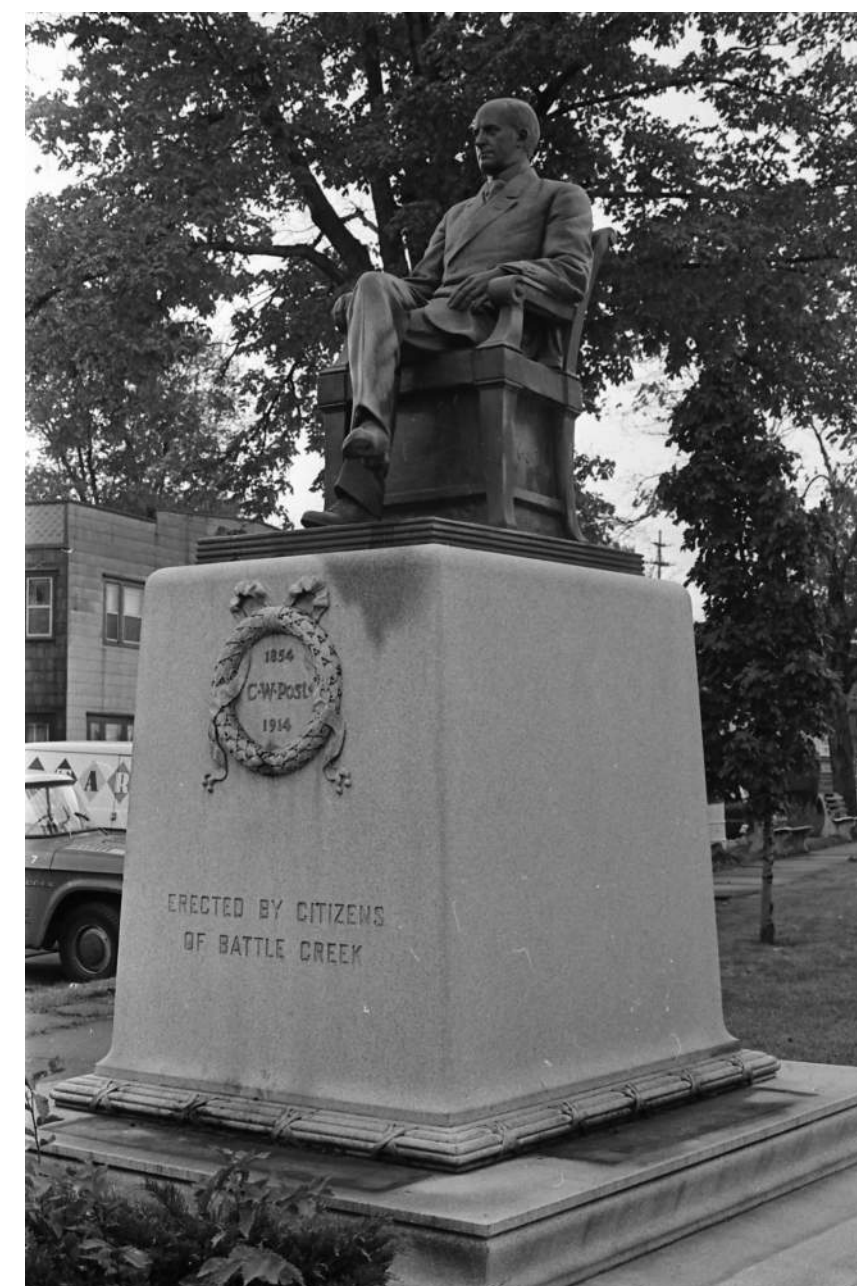
**PROJECT NUMBER**  
 2024.049

**TITLE SHEET**  
**T000**

## EXISTING PHOTOS - FOR REFERENCE ONLY



## HISTORIC IMAGE



## ZONING MAP

ZONING - T-5 (NO CHANGE)



## CONTEXT MAP





**SITE PLAN - FOR REFERENCE ONLY - NOT TO SCALE**

**GENERAL NOTES**

**STONE MONUMENT REPAIRS**

- REMOVE AND REINSTALL LOOSE STONES:
  - LOCATE ALL DEBONDED STONES VIA 3 POUND OR GREATER HAMMER TAPPING.
  - MARK ALL STONES TO BE REMOVED WITH A REMOVABLE MARKING SYSTEM THAT WILL STAY IN PLACE UNTIL STONES HAVE BEEN REMOVED. NOTIFY THE OWNER'S REPRESENTATIVE FOR REVIEW WHEN COMPLETED. USE A MARKING SYSTEM THAT DIFFERS FROM THE MARKING SYSTEM FOR REMOVE AND REPLACE.
  - REMOVE THE IDENTIFIED LOOSE STONES AND IDENTIFY THEIR POSITION.
  - REMOVE A MINIMUM OF 3/4" OF PREVIOUS BEDDING MORTAR.
  - FLUSH THE VOID TO REMOVE ALL CONTAMINANTS.
  - INSTALL A BEDDING MORTAR OF TYPE N MORTAR.
  - REINSTALL THE PREVIOUS STONE. TEMPORARILY SHIM AS NEEDED.
  - FLUSH OUT THE SURROUNDING MORTAR TO MATCH THE ADJACENT PROFILE.
  - PROVIDE 3 INSTALLATIONS OF THE FINISHED APPLICATION FOR APPROVAL.
- REMOVE AND REPLACE DETERIORATES RANDOM RUBBLE STONES:
    - FIELD STONES THAT ARE DETERIORATED OR FREEZE THAW DAMAGED SHALL BE REMOVED AND REPLACED AS FOLLOWS:
      - MARK ALL STONES TO BE REMOVED WITH A REMOVABLE MARKING SYSTEM THAT WILL STAY IN PLACE UNTIL STONES HAVE BEEN REMOVED. USE A MARKING SYSTEM THAT DIFFERS FROM THE MARKING SYSTEM FOR REMOVE AND REINSTALL.
      - REMOVE THE IDENTIFIED DETERIORATED STONES.
      - REMOVE A MINIMUM OF 3/4" OF PREVIOUS BEDDING MORTAR.
      - FLUSH THE VOID TO REMOVE ALL CONTAMINANTS.
      - INSTALL A BEDDING MORTAR OF TYPE N MORTAR.
      - INSTALL NEW MATCHING SIZE FIELDSTONES. TEMPORARILY SHIM AS NEEDED.
      - FLUSH OUT THE SURROUNDING MORTAR TO MATCH THE ADJACENT PROFILE.
      - PROVIDE 3 INSTALLATIONS OF THE FINISHED APPLICATION FOR APPROVAL.
- REMOVE AND REPLACE DETERIORATED LIMESTONE SILL STONES:
    - LIMESTONE SILL STONES THAT ARE DETERIORATED OR FREEZE THAW DAMAGED SHALL BE REMOVED AND REPLACED AS FOLLOWS:
      - MARK ALL STONES TO BE REMOVED WITH A MARKING SYSTEM THAT WILL STAY IN PLACE UNTIL THE STONES HAVE BEEN REMOVED.
      - REMOVE THE IDENTIFIED DETERIORATED STONES.
      - REMOVE A MINIMUM OF 3/4" OF PREVIOUS BEDDING MORTAR.
      - FLUSH THE VOID TO REMOVE ALL CONTAMINANTS.
      - INSTALL A BEDDING MORTAR OF TYPE N MORTAR.
      - INSTALL NEW MATCHING SIZE APPROVED LIMESTONE SILL STONES. TEMPORARILY SHIM AS NEEDED.
      - FLUSH OUT THE SURROUNDING MORTAR TO MATCH THE ADJACENT PROFILE.
      - PROVIDE A SAMPLE INSTALLATION OF THE FINISHED APPLICATION FOR APPROVAL.
- CLEANING, SURFACE PREPARATION:
    - UPON A MINIMUM OF 14 DAY CURE TIME OF ALL PREVIOUSLY INSTALLED MORTAR, WASH DOWN THE ENTIRE STRUCTURE.
    - WASHDOWN PRESSURE AND VOLUME SHALL NOT BE ALLOWED TO DAMAGE THE STRUCTURE'S COMPONENTS.
    - CLEANING AGENTS SHALL BE A NON-FOAMING, NON-PHOSPHATE DETERGENT APPLICATION. ACIDIC CLEANING AGENTS ARE NOT TO BE USED.
    - PROVIDE A 3' BY 3' SAMPLE OF THE FINISHED CLEANING APPLICATION FOR APPROVAL.
- CRACKED OR DEBONDED MORTAR JOINT REPAIR:
    - AT ALL LOCATIONS WHERE THERE IS A VISIBLE CRACK IN THE MORTAR PROVIDE THE FOLLOWING:
      - REMOVE THE MORTAR TO A MINIMUM DEPTH OF 3/4" OR UNTIL SOUND MORTAR IS UNCOVERED.
        - FLUSH THE VOID TO REMOVE ALL CONTAMINANTS.
        - THROUGH CLOSE EXAMINATION DETERMINE THE EXTENT OF DETERIORATION IN THE MORTAR JOINT AND SURROUNDING AREA.
        - REWORK THE JOINT, AS NECESSARY.
        - BRUSH, VACUUM, OR WATER FLUSH TO REMOVE DEBRIS IN THE JOINT.
        - WATER-SOAK THE SUBSTRATE (TO SATISFY THE POROSITY OR THIRST OF THE MORTAR AND STONE).
        - PRE-WET TO REDUCE THE AMOUNT OF INITIAL DEHYDRATION OF THE MORTAR THAT IS ABOUT TO BE REPLACED.
        - MIX DESIGN SHALL BE A LIME-BASED MORTAR WITH MATCHING AGGREGATE TO ACHIEVE NATIONAL PARK STANDARDS OF PROPER BOND AND SAME OR LOWER COMPRESSIVE STRENGTH AS THE MATCHING MORTAR. MORTAR STRENGTH ESTIMATION SHALL BE AT 365 DAYS DUE TO CARBONATION. SITE BATCHED TYPE N MORTAR IS ACCEPTABLE WITH A 1:1:6 RATIO.
        - BRUSH, VACUUM, OR WATER FLUSH TO REMOVE DEBRIS IN THE JOINT.
        - DELIVER MORTAR TO THE PREPARED JOINT. SEVERAL LAYERS MAY BE REQUIRED TO FILL THE JOINT FLUSH WITH THE OUTER ORIGINAL SURFACE OF THE MASONRY.
        - STRIKE BACK (TOOLING THE JOINT TO MATCH THE EXISTING HISTORIC JOINT).
        - CUT BACK THE JOINT TO RECESS THE FINAL MORTAR SLIGHTLY FROM THE FACE OF THE STONE MASONRY TO MATCH THE ORIGINAL.
        - WAIT FOR THE MORTAR TO SET UNTIL IT IS READY TO BE COMPACTED.
        - DRY BRUSH COMPACT THE JOINTS TO ALLOW FOR FURTHER DEVELOPMENT OF A BOND BETWEEN THE OLD MORTAR AND STONE.
      - PROVIDE 10 LINEAL FEET OF THE FINISHED APPLICATION FOR APPROVAL.
- MORTAR SLURRY COAT:
    - INSTALL A MORTAR SLURRY COAT TO MATCH THE PREVIOUSLY INSTALLED SLURRY COAT ON ALL MORTAR JOINTS.
    - MIX DESIGN SHALL UTILIZE A LIME BASED TYPE N CEMENT BLENDED WITH MINIMAL SAND.
    - TAKE CARE TO COVER THE MORTAR BOND LINE TO THE STONE OR STEEL WITHOUT COVERING NO MORE THAN 1/16" ON TO THE STONE SURFACE.
    - COVER ALL SLURRED JOINTS FOR 24 HOURS AFTER APPLICATION.
    - PROVIDE 10 LINEAL FEET OF THE FINISHED APPLICATION AND MIX DESIGN FOR APPROVAL.
- REPAIR CORRODED STEEL EMBEDMENTS:
    - COAT WITH A LAYER OF GRAY EPOXY COATING
- REMOVE AND REPLACE SEALANTS WITH MORTAR:
    - AT ALL LOCATIONS OTHER THAN THE MONUMENT BASE PERFORM THE FOLLOWING:
      - REMOVE THE EXISTING SEALANT.
      - LEGALLY DISPOSED OF OFF-SITE.
      - KISS GRIND THE CONCRETE SURFACES TO BE SEALED TO REMOVE ALL CONTAMINANTS.
      - INSTALL BOND BREAKER NO GREATER THAN 1/2 INCH BELOW THE FINISHED SURFACE.
      - INSTALL A NEUTRAL CURE SINGLE COMPONENT SILICONE JOINT SEALANT.
      - TOOLING OF THE INSTALLED SEALANT SHOULD BE DRY TOOLING ONLY. NO SOLVENTS OR SOAPS.
- FINAL SITE CLEAN-UP:
    - ALL INDICATIONS THAT A CONTRACTOR HAS BEEN WORKING ( MORTAR, DEBRIS, SEALANTS, SOIL RUTTING, ETC.) ON SITE SHALL BE REMOVED UPON COMPLETION OF THE WORK.



REMOVE LOOSE STONES AND RESET, SEE SPECS  
 TUCKPOINT JOINTS, SEE SPECS  
 CLEAN EXISTING ARTIFACTS

REMOVE AND REPLACE SILL, SEE SPECS

REMOVE AND REPLACE EXISTING EXPANSION JOINT

**WEST ELEVATION**



**SOUTH ELEVATION**



REMOVE LOOSE STONES AND RESET, SEE SPECS  
 TUCKPOINT JOINTS, SEE SPECS  
 CLEAN EXISTING ARTIFACTS

REMOVE AND REPLACE SILL, SEE SPECS

REMOVE AND REPLACE EXISTING EXPANSION JOINT

**NORTH ELEVATION**

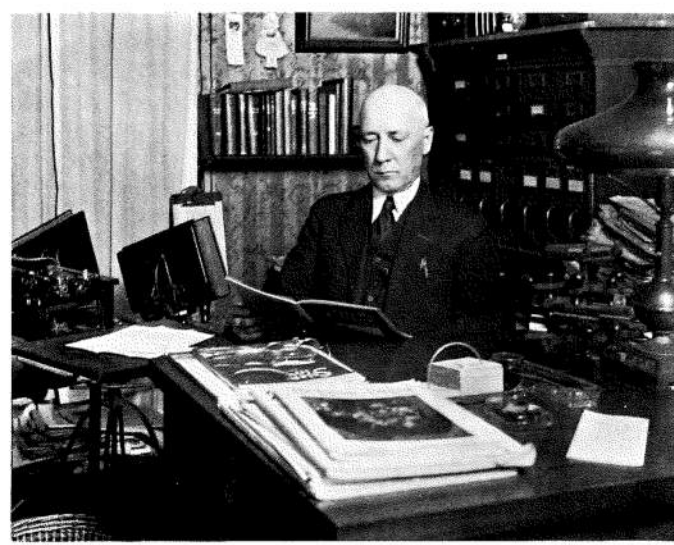


**EAST ELEVATION**

# H

## "The Rocks Of Ages"

The Towering Dream Of James H. Brown  
by Frances Thornton



Top: James H. Brown in the study of his home (from the collection of Robert A. Neault)

Bottom: A dedication ceremony at the Tower (from the collection of Robert A. Neault)

Opposite: The *Enquirer* and *Evening News* of Sunday, November 14, 1937 featured the Ripley's Believe It Or Not cartoon of the Stone History Tower. (copywrite 1937, King Features Syndicate, Inc., used with permission)

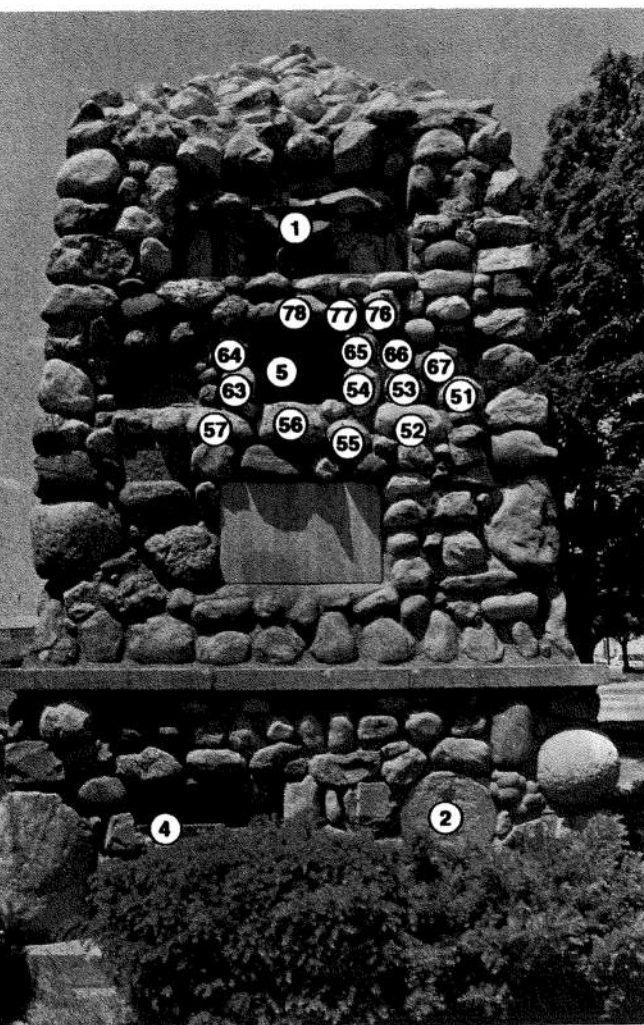
**D**reamers have always been an important part of our history. Thankfully, Battle Creek has had more than its share. The first of these dreamers came in 1831 when Sands McCamy discovered the water power in Battle Creek. He dreamed of building a mill race to handle all kinds of mills. His dream became a reality and the start of a successful industrial city.

Dreams of equality for blacks and women made Sojourner Truth world famous. Ellen White not only had dreams, but visions, that led her to become a leader in the formation of the Seventh-day Adventist church in Battle Creek and in the world. Two of our most successful dreamers were the Kellogg brothers, Dr. John Harvey with his Sanitarium and healthier ways of living, and Will Keith with his successful cereal business that led to the establishment of the W.K. Kellogg Foundation. This world-wide foundation has helped millions of people, especially children. The list of Battle Creek dreamers goes on with Ezra Convis, Uriah Smith, E.C. Nichols and C.W. Post, some of the many dreamers who have made our city and the world a better place in which to live.

The dreamer who is the subject of this article is James (Jimmie) H. Brown. He dreamed of bringing automobile tourists from all over the United States to Battle Creek. His dream took shape in a quiet little park in downtown Battle Creek, at the corner of South Division and East Jackson Streets. At one end of the park is a statue of C.W. Post, while at the other end stands Brown's dream—a cairn or stone history tower.

In 1863 at the age of two, this amazing dreamer came to Michigan with his family from Saratoga County, New York. His family settled on a farm in Charleston township, three miles northeast of Climax just over the line from Calhoun County. This farm was considered an "ideal farm" and for several years was designated an experimental farm by the State Department of Michigan.

HERITAGE BATTLE CREEK FALL 1991



### EAST SIDE

- 1 — Ox yoke
- 2 — Mill stone
- 3 — Anvil
- 4 — Niche for block of granite from Fredericksburg, Virginia
- 5 — Plymouth Rock and Masonic Temple, Plymouth, Mass.
- 6 — Lansing Masonic Temple
- 7 — Marquette Masonic Temple
- 8 — Order of the Eastern Star No. 1, Coldwater, Michigan, first chapter organized
- 9 — Kalamazoo Masonic Temple
- 10 — From the home of Lou Barney Winslow, 112 Sheldon Street, Grand Rapids, Michigan
- 11 — Grand Rapids Masonic Temple
- 12 — Grand Master Neal Reid, Mt. Clemens, Michigan
- 13 — First Masonic Lodge in Michigan, near Rochester, erected 1847
- 14 — Coldwater Masonic Temple
- 15 — Sault Ste. Marie Masonic Temple
- 16 — Detroit Masonic Temple
- 17 — Past Grand Master, George B. Dooliver, Battle Creek
- 18 — Washington Monument Masonic Stone
- 19 — Battle Creek Masonic Temple

**Other stones from:** Chautauqua Literary and Scientific Circle; Fort Dearborn, Chicago; First Site of Detroit City Hall; Fort St. Joseph, Niles, Michigan; 1697; Site of the "under the oaks" meeting organizing the Republican Party, Jackson, Michigan, 1854; Educational Oak Tree, Marshall, Michigan

**Other stones commemorating:** Lucius Lyon, early government land surveyor; Father Claude Jean Allouez, Niles, Michigan; Adam Crosswhite, Marshall, Michigan; Rene Robert LaSalle, St. Joseph, Michigan, 1697.

country as they pass by. Many study the route before starting out and know where certain boulders, monuments, markers and bronze tablets will be found...Several times during the last few years some of the citizens have suggested to us that it might be a good plan to erect some kind of a tower somewhere in the city and place the old fire bell on top. Our plan for a Battle Creek historical stone tower is to make the base about seven or eight feet square. It should be about twelve feet high or more and taper slightly in proper proportion to the top. This size would naturally make space in the four side walls for about one thousand, or more, field stones, and would allow room for historical stones to represent individuals and families in and around Battle Creek. The territory around would include pioneers who settled on the farms in surrounding townships. Brown also suggested that many stones could be secured from the foundations of pioneer buildings and farm houses. He already had stones from the old postoffice and the old Presbyterian Church downtown.<sup>8</sup>

The ground-breaking ceremony for the tower was held in 1933 and Brown put his dreams into every step of the way. Brown planned to include stones from local, state and national sites. He spent many hours sending letters requesting stones from all over the country.<sup>9</sup> First, his correspondents were asked to send a description giving the history of the stone they would like to donate. Brown would then send directions on how to tie the stone securely in a stout sack, attach a plainly addressed label and send the package by U.S. Parcel Post. He further assured the donors that the shipment costs would be very reasonable. For example, a forty-pound stone mailed from Hodgenville, Kentucky, (Lincoln's birthplace) to Battle Creek would cost only 87 cents.<sup>10</sup>

Brown made sure that every step of the tower's construction was linked to an historical event. The first section was erected in October 1935, commemorating the centennial of Michigan's vote for statehood. The completed tower was to be dedicated on September 17, 1936, in honor of the Michigan Centennial. Unfortunately Brown was ill at the time so the ceremony was cancelled.<sup>11</sup>

Many citizens of Battle Creek were involved in collecting stones for the tower. As a second grader at Lincoln elementary school, I can remember going out on the playground and being told to pick up a pebble or small stone for a monument. We all looked carefully to be sure and pick the right one. It was a long time before I found out where the monument was located. Former Battle Creek Fire Chief Don Yarger also remembers picking up stones for the tower. Battle Creek elementary students, under the supervision of Superintendent E.C. Geyer and teacher Miss Eva Palmer, contributed nearly 3,000 small stones and pebbles to be buried in the tower base.<sup>12</sup>

Originally the tower was dedicated to the Boy Scouts, but later this was broadened to include 4-H boys and

HERITAGE BATTLE CREEK FALL 1991



### NORTH SIDE

- 57 — Michigan Rural Letter Carriers Association
- 58 — Oil derrick, commemorating Pennzoil
- 59 — U.S. Postal Service mail box from Battle Creek Post Office
- 60 — Endless Caverns, Virginia
- 2 — Endless Caverns, Virginia
- 70 — Plow
- 71 — 1847-Table
- 72 — German Helmet from World War I

**Other stones from:** Cheyobogan Sawdust Mountain, Cheyobogan, Wisconsin; Cleveland Cliffs Iron Mine, Upper Peninsula, Michigan; Columbian Exposition, Chicago, 1893; First Steam Railroad in Upper Peninsula, Norway, Michigan Iron Mine; St. Mary's Falls, Sault Ste. Marie

**Other stones commemorating:** Governor Fred Green; Governor Hazen S. Pingree; Three Quarters Century Club in Battle Creek; Frank Hodgeman, civil engineer

(The four views of the Tower are courtesy of the Local History Collection, Willard Library)

As a boy Brown helped with the farm and became interested in improving farming techniques.<sup>1</sup>

Partially deaf from childhood, Brown did not attend school but taught himself by reading a wide variety of books. This fact makes it even more amazing that as a young man Brown taught school in the village of Harmonia and at the one-room Beckley School on the northeast corner of Beckley and Helmer roads.<sup>2</sup>

Brown "loved farming, farm machinery and just talking about farms."<sup>3</sup> In the late 1890s he was appointed state Sanitary Livestock Inspector. In this position he was the first in the state of Michigan to give tuberculin tests to cows. In the early 1900s he was made associate editor of a weekly magazine, the *Michigan Farmer*. Later he established other magazines including the *Rural Advocate* and *Motor Travel News*.

He spent many winters in the northern part of the state. As a lecturer for the *Michigan Farmer's* Institute, he addressed audiences throughout the state, principally in the Upper Peninsula and the northern part of the Lower Peninsula. He was a recognized authority on the early Babcock tests for cream and milk. During these travels he became interested in promoting good roads. Largely through his efforts, the first Michigan road to be improved in fifty years was graded and graveled. This improved road was located in Battle Creek on West Territorial Road between SW Capital Avenue and the Kellogg Airport. He also advocated scraping dirt roads while they were still moist as a way of improving them. To implement this idea, Brown made the first road scraper used on Battle Creek's dirt streets, under the auspices of the *Battle Creek Enquirer* and *News*.

James Brown was the first in the United States to organize conducted automobile tours. These tours were designed for people unwilling to travel alone because travelling in these early days of the automobile was far more difficult than it is today. In the early 1900s there were few paved roads, less accurate maps and less reliable cars. Brown started his "Educational Motor Pilgrimages" in 1916. He conducted a total of twelve tours, primarily to the eastern states. Two or three of the later tours were made to the west coast, one to California and another to the state of Washington. By the mid-1920s roads had significantly improved and accurate maps became more available. As the need for Brown's escorted tours diminished, he discontinued the auto caravans in 1926. He still continued organizing tours by train.

Some of the auto tours Brown conducted consisted of more than 60 cars and up to 750 people, including children. The vehicles travelled in military formation, driving thousands of miles without a major accident. For the small fee of ten dollars Brown arranged the itinerary for the excursions. He always travelled the route ahead of time, planning stops at points of interest and choosing

HERITAGE BATTLE CREEK FALL 1991



### WEST SIDE

- 61 — McCoy stone
- 62 — Grace Bedell stone
- 63 — Battle Creek Fire Department tablet
- 64 — Table cast from metal recovered from USS *Maine*, sunk 1898
- 65 — Millstone from Hodunk flour mill, 1847
- 66 — Niche in which Brown intended to place working stone fireplace, and irons, crane and kettle

**Other stones from:** Fort Wilkins, Lake Superior; Calumet and Hecia copper mines, Upper Peninsula, Michigan; Arch Rock, Mackinac Island

**Other stones commemorating:** Battle of River Raisin; Land Treaty, Upper Peninsula, Michigan; General Ezra and Samuel Convis, Battle Creek, Michigan.

girls as well as Battle Creek school children. Finally, after many other additions had been made, it was decided to call it the History Tower.<sup>13</sup>

Each Boy Scout in the Battle Creek Council was asked to contribute an old jack-knife. These knives were to be put through a special niche in the tower and dedicated with an impressive ceremony. Brown had planned that seventy-five or more stones donated by 4-H members would be placed around the top of the third level. Larger stones were to represent B.E. Henry and other 4-H leaders from Calhoun County.

A parade of ox-drawn wagons was planned for April 1937. The famous Battle Creek oxen team owned by Frank B. Martin was to carry the 4-H boys and girls with their stones to the history stone tower. The parade would also include a horse and buggy, a stage coach and several motor cars. Neither the parade nor the third level of the tower was ever completed, due to Brown's death in January 1938.

In addition to the historical stones, many artifacts were placed in the tower, including a mill wheel and gear from an 1847 mill from Hodunk, Michigan. Resting on the upper part of the east side is an oxen yoke from Frank B. Martin of Battle Creek, the owner of the largest oxen team in America. Also included is a wheel from the first Duplex newspaper printing press made in Battle Creek and an anvil belonging to an early blacksmith. A tablet dedicated to the Battleship *Maine* was cast from metal recovered from the ship after it was salvaged. The *Maine* was sunk on February 15, 1898, in Havana Harbor and was a contributing cause of the Spanish-American War.

On the north side of the tower is a German helmet that was picked up on a World War I battlefield by former Superintendent of the Battle Creek schools, W.G. Coburn. High on the north side is one of the most fascinating objects in the tower—a 1930s regulation mailbox. The mailbox door, now missing, was to be locked by a key always kept in the possession of the Battle Creek Postmaster. I have checked with present and former postmasters and none of them has ever seen the key. Bob Gifford, former postmaster who started working there in 1940, has no recollection of this key at all.

At the cancelled dedication, originally scheduled for September 17, 1937, Frank Browning, the Battle Creek postmaster, was to climb up a ladder carrying a mail sack over his shoulder. He was to unlock the mail box and deposit several packets of letters. The letters, stamped at the going rate of two cents, were addressed to city officials, including the members of the Board of Education and the Chamber of Commerce. If the addressee died or lost his job, his letter was to be removed from the box and mailed to his home. As Brown pointed out in the *Motor Home News*, "Nowhere else in the civilized world is any regular mailbox erected on such a large and high post."<sup>14</sup>

HERITAGE BATTLE CREEK FALL 1991

nightly camping locations. He organized evening campfires, speeches, lectures and other entertainment.<sup>4</sup>

For his 1918 and 1922 tours Brown even designed two different tour buses for his personal use on the trips. The *Moon Journal* described the second bus:

Through his wide knowledge of vacation and tourist needs, J.H. Brown perfected a large motor bus that is an innovation in the world of automobiles. He had been building it quietly within the confines of his large barn at the rear of his residence, desiring to avoid any interruption that might be made by the curious. It goes tonight to the paint shop, being all ready now for the decorative touches.

Brown has mounted his big new bus on a Reo's speedwagon chassis that was given him by the REO Motor Company, Lansing, Mich., whose cars have been frequently used by farm tourists, while a company in Grove City, Pa. offered him the complete coach body for the use of helpful new ideas. Mr. Brown thinks the arrangement is so unique that the advertising will be well worth the track. The bus is to be more completely equipped, it is declared, than any other on the market. Inside it is partitioned off, with sufficient room left for the driver at the front. Full sized beds can be lowered from each side of the coach and a sink and a stove are mounted in the same compartment, while installed in the bus are a refrigerator, wash bowl, toilet accommodations and shower bath. Six persons are accommodated in this modern bus, which has a water tank attached outside from where the modern equipment gets its water. These buses were the forerunners of today's motor homes.<sup>5</sup>

On his tours Brown was offered many historic stones. These stones were the genesis of his dream of building a history tower in Battle Creek. Brown described the origin of his idea:

During the annual educational motor pilgrimages over the United States since 1916, with hundreds of motor cars and several thousand pilgrims following my car in long caravans over mountain ranges and through the valleys between Plymouth Rock and the Golden Gate, many stones from historic sites were offered me. I could not transport these stones during the tours. But I decided that, later on I would assemble them in a tower that would eventually become an historic shrine in itself and one of the 'sights' to attract some of the motor travellers visiting in or driving through Battle Creek.<sup>6</sup>

Jimmie Brown first announced his plans for the tower in the *Moon Journal* in February 1930. At that time he was writing a column every week as the Historical Editor. He stated:

Since motor touring has grown by leaps and bounds and since tourists, young and old, wish to know more and more about their own country these days, there is much interest in historical markers by the side of the road, in both city and country. Hundreds and thousands of motor tourists like to drive at a moderate speed and see the

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RENOVATIONS TO C.W. POST MONUMENT & STONE CAIRN

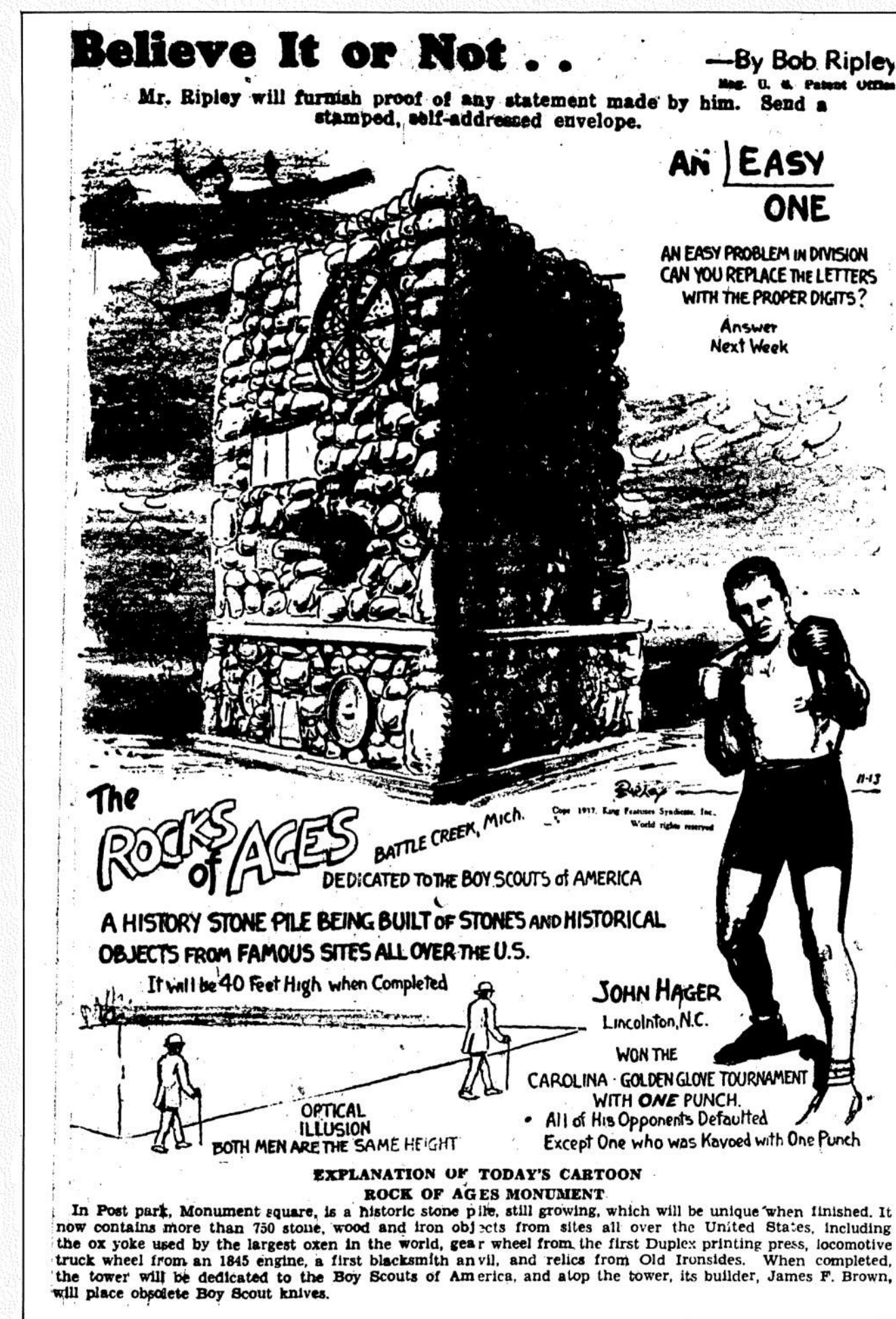
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2024.049

STONE MONUMENT ARTICLE

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ENDNOTES

The majority of the sources are local newspapers or the *Motor Travel Magazine*, cited with the following abbreviations:

- EEN — *Battle Creek Enquirer and Evening News*
- MJ — *Battle Creek Moon Journal*
- EN — *Battle Creek Enquirer and News*
- BCE — *Battle Creek Enquirer*
- MTM — *Motor Travel Magazine*, combined with *Motor Touring and Camping* (Innerstate and Transcontinental), spring edition, 1937, James H. Brown, editor and manager, Battle Creek, Michigan.
- BL — Berenice B. Lowe notes, on file at the Kimball House, Historical Society of Battle Creek

<sup>1</sup> EEN and MJ, 1/8/1938 (obituaries printed after Brown's death on January 7)

<sup>2</sup> BL  
<sup>3</sup> *ibid.*  
<sup>4</sup> EEN & MJ, 1/8/1938  
<sup>5</sup> Reo Speedwagon was named after Ransom E. Olds, pioneer in automobile and truck manufacture and founder of the Olds Motor Vehicle Company

<sup>6</sup> MJ 7/16/1922  
<sup>7</sup> MTM  
<sup>8</sup> MJ 2/14/1930  
<sup>9</sup> BCE, undated clipping from the Coler file, Local History Room, Willard Library

<sup>10</sup> MTM. Brown thought highly of Parcel Post and was the first customer to use the service when it was inaugurated in Battle Creek on January 1, 1913, shipping a sled to Marshall, Michigan (EEN & MJ, 1/8/1938)

<sup>11</sup> MTM  
<sup>12</sup> MJ 1935, undated clipping from the Coler file  
<sup>13</sup> EEN & MJ 1/8/1938  
<sup>14</sup> MTM

<sup>15</sup> Sojourner Truth stone information from EEN 11/11/1935

<sup>16</sup> Lincoln and Battle Creek stone information from EEN 6/7/1937

<sup>17</sup> MTM  
<sup>18</sup> EN 8/2/1952  
<sup>19</sup> EN 3/5/1952  
<sup>20</sup> MJ 7/26/1926

<sup>21</sup> EEN & MJ 1/8/1938  
<sup>22</sup> MTM  
<sup>23</sup> MJ 2/16/1938  
<sup>24</sup> EN 6/30/1984  
<sup>25</sup> EEN & MJ 1/8/1938

Brown was ill and unable to attend. This was one of the greatest disappointments of his life. The members sent him a large bouquet of roses and adopted a resolution expressing their appreciation for his contributions to the work of the society. The dedication of the History Tower, originally scheduled for this date, was cancelled because of lack of funds for the ceremonies and Brown's failing health.<sup>21</sup>

The following January, Brown died, leaving his dream of a history tower unfinished. His dreams for finishing the tower included placing a fountain on the top of the tower as well as a fireplace with the look of a burning fire. He intended to include a scene of trucks safely passing each other on a mountain pass. As Brown was carried down the stairs of his home for the last time on his way to the hospital, he passed many of the historical stones not yet placed in the tower.<sup>22</sup>

His wife turned over the remaining stones and the directions for placing them to the Boy Scout Director, T. Ben Johnston. For some unknown reason the tower was never completed. Unfortunately, Brown's notebook listing every stone, its origin and its place in the tower has also disappeared.<sup>23</sup>

In 1941 city workers capped the stone tower on orders from the City Commission. The tower was in danger of deterioration from the effects of water collecting in the central cavity and seeping into the foundation. Employees of the Battle Creek Public Service Department repaired the tower again in 1972, using cement to shore up the stones. Then Assistant City Manager Rance Leaders was quoted as saying, "The stones were nearly standing by themselves."<sup>24</sup>

James H. Brown was a very successful dreamer and because of his dreams much of our history has been preserved. The last few years of his life he spent in the public schools, showing slides and telling students about their Battle Creek heritage. We and future generations can all be thankful to James H. Brown for his many preservation efforts.<sup>25</sup>

As for the history tower, my dream, and I hope that of others as well, is to complete Brown's Historical Stone Tower. We can finish one portion of his dream by placing "guides" around the tower as he had planned. These guides were to explain what each stone represented and its place in the tower.

Daily, as they speed by the tower, many people notice the tower and ask me about it. This is my answer to their questions. But the main reason for writing this article is to honor Brown and his list of accomplishments. May we all point with pride to our Battle Creek Historical Stone Tower and say, "Thank you, James H. Brown, for a job well done. We are glad you travelled our way."<sup>26</sup>

mail routes in Michigan and built by Brown with the help of the Battle Creek and Kalamazoo Chambers of Commerce. Mrs. Jette F. Lawrence, wife of the first rural route carrier, Willis L. Lawrence, described the origin of the first route in a 1925 speech to the Battle Creek Rotary Club:

*We are indebted to James H. Brown, then a member of the editorial staff of the Michigan Farmer and officer in the Michigan State Grange. He lived about three miles N.E. of Climax on the Territorial Road, and being a farmer, he was interested in the welfare of country people. Then, too, Jimmie liked nothing better than promoting something. He interested our U.S. Senator, Julius Burroughs, of Kalamazoo, in the project, also the Michigan Farmer and the Michigan State Grange. He knew how to pull wires...As a result of his wirepulling a federal inspector came to the Brown farm and asked Jimmie to lay out a route. This map that Brown made is now in file in Washington.<sup>19</sup>*

In the front lawn of the Urbandale Elementary School in Battle Creek is another of Brown's monuments. The boulder and bronze plaque commemorates the start of the auto tours. It was dedicated in 1926 as Brown set out on his final auto tour to the State of Washington. The monument also honors the founding of the suburb of Urbandale on February 9, 1901, by Senator James Henry as well as the first concrete road in this section of the state. The stone was originally located at the corner of West Michigan Avenue and North Bedford Road, but was moved to its present location for safety reasons.

Embedded in the Urbandale monument is a smaller stone from Plymouth, Massachusetts. When Brown's auto tour started from Plymouth Rock in 1920, he obtained stones from that site which he planned to deliver to various cities across the country. Enroute the stones were displayed at several sites with great publicity, including a week at the Detroit Chamber of Commerce office. In Battle Creek the four Plymouth Rock stones were displayed in the window of the Owl Drug store located at the NW corner of McCamly Street and West Michigan Avenue. People were encouraged to take a look at the stones and vote for their favorite. The winning stone was placed in the Urbandale monument just above the bronze plaque, where it remains today. The other three stones were delivered to Seattle, San Francisco and San Diego on Brown's last tour in 1926.<sup>20</sup>

Brown was in charge of the agricultural section of the Battle Creek Centennial in 1931. He not only superintended the building of his section's floats, but went to Washington and convinced the Secretary of Agriculture to send motion picture photographers to film the celebration.

When the Michigan Historical Society met in Battle Creek on Construction Day (September 17), 1937, HERITAGE BATTLE CREEK FALL 1991

Oldroyd house where the president died. On the way back to Battle Creek, the famous stone was taken to the home of Grace Bedell at Westfield, New York. Grace was the little ten-year-old girl who wrote the letter to Abraham Lincoln asking him to quit shaving and grow a beard. The stone also travelled to Richmond, Baltimore, Bull Run and several other Civil War battlesites.

Brown carried another stone on the Lincoln trip and laid it on each historic site. This Battle Creek stone started with Brown in 1920 and travelled over 57,500 miles in seventeen years, wearing out three heavy canvas sacks. After the tower was finished the Battle Creek stone was to be laid in a special niche high on the tower, guarded by a padlocked grill. In later years Brown planned to remove the stone and carry it on other historical pilgrimages.<sup>16</sup>

Brown thought very highly of Jerry DeNooyer of DeNooyer Brothers, Inc. of Battle Creek, who owned a car dealership and garage. It is strange, but true, that every stone that projects from the four walls of the Stone History Tower has been taken for a ride in a DeNooyer Chevrolet motor car, sometimes in a sedan, sometimes in a wrecking car. The 400 pound stone dedicated to Michigan Governor Fred Green rode over 150 miles in a 1936 wrecking car. DeNooyer had contributed to the transporting of many stones, furnishing drivers and cars several times. In gratitude Brown dedicated one of the large and fine stones in the tower foundation to him.

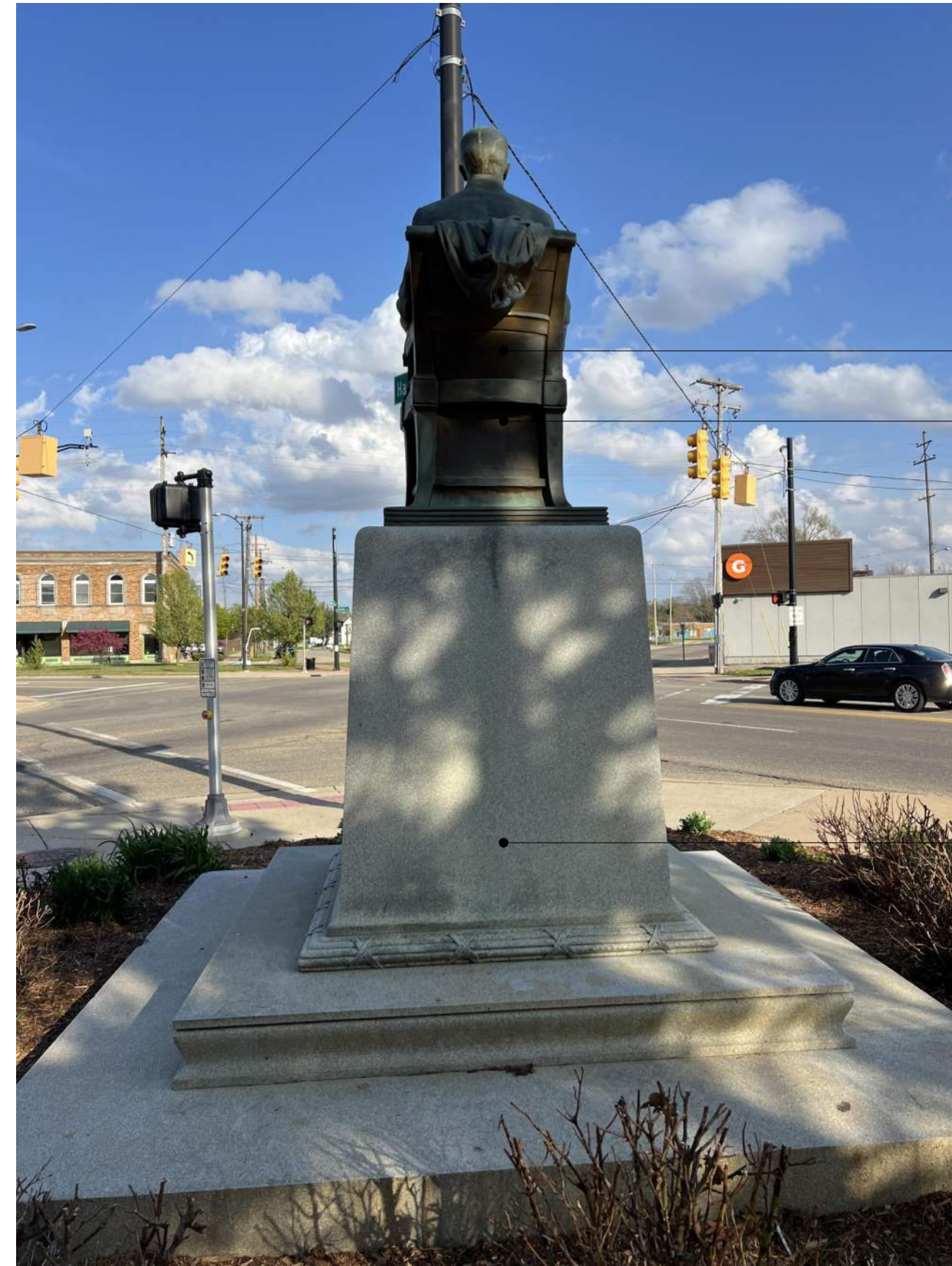
Brown believed that every school boy and girl and every automobile driver and passenger should know something about the prominent part Oil City, Pennsylvania, had played in producing the materials used for lubricating and lighting almost everything "this side of kingdom come!" To commemorate the oil industry, Brown set a miniature oil derrick high up in a niche on the north wall of the tower. The derrick rests on a flat stone taken from the Pennzoil Company property at Oil City. Brown was first induced to try Pennzoil in 1920, after he had conducted his first few motor tours and camping caravans. H.W. Baker, manager of the Detroit office of the Pennzoil Company, read about the tours and thought Pennzoil should be used in Brown's motor pullman car. Before the tour ended, the majority of the 63 motor cars in line were using Pennzoil. The oil was also used in the transportation of every one of the nearly 700 stones representing historical sites from Plymouth Rock to the Golden Gate. Brown called his cairn the only "Pennzoiled-Chevrolet Stone Tower in the world" since he intended to have every stone take its ride to the tower site in a Chevrolet car using Pennzoil.<sup>17</sup>

J. H. Brown was known as an historical monument builder, a great "monument putter upper."<sup>18</sup> In addition to the tower in Battle Creek, Brown built, or helped to build, six or seven other monuments. One is the stone tower in Climax dedicated to the Rural Free Delivery

**GENERAL NOTES**

**C.W. POST STATUE REPAIR AND PROTECTION**

1. BRAZING.
  2. PREPARE THE OPEN PINHOLE AND BRAZE USING BRAZING ROD OF 90% COPPER 10% TIN.
  3. BRONZE CLEANING.
  4. NON-IONIC OR NEUTRAL DETERGENT SHALL BE USED TO AID IN THE CLEANING OF THE BRONZE.
  5. BRONZE CLEANING SHALL BE PERFORMED BY SCRUBBING WITH A NON-METALLIC BRUSH. ANY METAL COMPONENTS ON THE BRUSH SHALL BE WRAPPED TO PROTECT FROM SCRATCHING.
3. GRANITE BASE CLEANING.
    - WASH/DOWN PRESSURE AND VOLUME SHALL NOT BE ALLOWED TO DAMAGE THE STRUCTURE'S COMPONENTS.
    - CLEANING AGENTS SHALL BE A NON-FOAMING, NON-PHOSPHATE DETERGENT APPLICATION. ACIDIC CLEANING AGENTS ARE NOT TO BE USED.
4. PROTECTIVE WAXING.
    - BRONZE SURFACE TEMPERATURE WHEN WAXING SHALL BE EQUAL OR GREATER THAN 70 DEGREES FAHRENHEIT (21 DEGREES CELSIUS). CONTRACTOR SHALL HAVE A DEVICE TO MONITOR TEMPERATURE DURING WAXING OPERATIONS.
    - WAX SHALL BE APPLIED IN TWO COATS VIA BRUSH APPLICATION WITH BUFFING EACH COAT AFTER INITIAL DRYING USING A NON-COLORED CLOTH.
    - WAX SHALL BE CARNAUBA BASED AND BRUSH APPLIED AS A PASTE.
    - PRE-APPROVED WAXES INCLUDE:
      1. CLEAR TREWAX BRAND PASTE WAX.
      2. JOHNSON PASTE WAX.
      3. APPROVED EQUAL.
5. FINAL SITE CLEAN-UP.
    - ALL INDICATIONS THAT A CONTRACTOR HAS BEEN WORKING (CLEANING MEDIA, DEBRIS, SEALANTS, SOIL RUTTING, MULCH DISPLACEMENT ETC.) ON SITE SHALL BE REMOVED UPON COMPLETION OF THE WORK.



BRONZE CLEANING, SEE SPECS

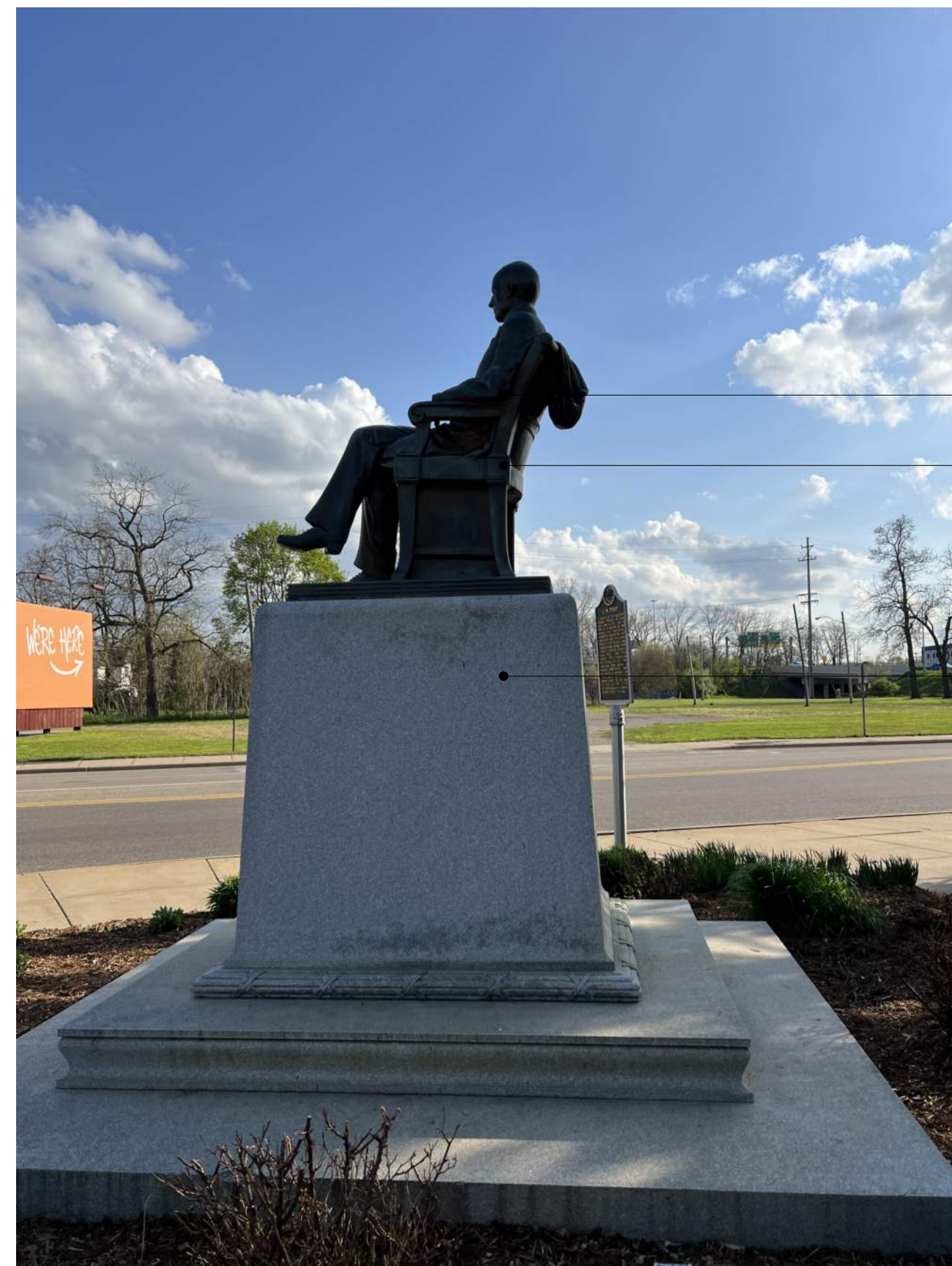
PROVIDE PROTECTIVE WAXING AFTER CLEANING, SEE SPECS

GRANITE BASE CLEANING, SEE SPECS

**REAR VIEW**



**FRONT VIEW**



BRONZE CLEANING, SEE SPECS

PROVIDE PROTECTIVE WAXING AFTER CLEANING, SEE SPECS

GRANITE BASE CLEANING, SEE SPECS

**SIDE VIEW**



**SIDE VIEW**

## STANDARD CONTRACT PROTECTIONS

The City values our contractors and seeks to maintain good relationships with them. The City also has an obligation to protect the taxpayer money that we spend, and to that end we have protections in place for our contracts, which vary depending on type of contract. **Commission approval is required by a surety before they will issue bonds for a contract.** Once the bonds and insurance certificates are obtained, the City Attorney reviews the contract and then the City Manager signs it.

**Prevailing wages:** Required for construction projects over \$50,000 (and sometimes on state or federal for lesser amounts). This is the hourly wage, usual benefits and overtime, paid to the majority of workers, laborers, and mechanics within a particular area. This is usually the union wage. Prevailing wages are established by regulatory agencies for each trade and occupation employed in the performance of public work, as well as by State Departments of Labor (DOL) or their equivalents, are specific to Calhoun County. Purchasing pulls the current wages from the DOL at the time of publication of the Invitation for Bid; those wages do not change after that point and become part of the contract. Prevailing wage compliance is monitored by our Department of Public Works, and they collect the certified payrolls.

**Performance bond:** Required for construction contracts over \$50,000. In the amount of 100% of the contract value, a performance bond is a surety bond that guarantees satisfactory completion of a project. Very rare to ever call on a bond. A performance bond can also be used for non-construction; we require a performance bond for residential waste and land application of sludge, which are both high dollar and high risk should the contract fail.

**Payment/Labor/Materials bond:** Required for construction contracts over \$50,000. In the amount of 100% of the contract value, a PLM bond protects subs. A contractor cannot put a lien on a public building, so our subcontractors who provide both goods and services require protection in the event that the general contractor can't or won't pay their subs. Rare for our subs to call on any of our general contractors' bonds.

**General liability insurance:** Required for all contracts. Certificates of insurance for general commercial liability, workers' compensation, auto liability, and property damage are obtained prior to contract award. The City is always named as "additional insured" with respect to general liability, meaning the policy provides coverage to the City for work done under that contract. The Purchasing Office tracks all contracts and associated insurance, and we ensure that policies are kept current.

**Liquidated damages:** Used in most construction contracts. A clause as a material part of the contract, which is an amount to be withheld from payment for each calendar day that the contractor fails to complete the work within the time allowed. Liquidated damages are held in lieu of actual damages, which can be difficult to calculate, and may not be used as penalty. This amount is pre-determined by the engineer, usually anywhere from \$500 - \$2000 per calendar day, and is published in the Invitation for Bid along with the project completion date that must be met. Contractors know the liquidated damages amount and the completion date before they submit their bids. Delays outside the control of a contractor will not result in liquidated damages being withheld. A reason *not* to have a liquidated damages clause would be times of unusually long lead times or times when contractors are very busy because it could discourage bids.

**Cancellation Clauses:** All contracts contain clauses that allow the City to cancel a contract due to breach, poor performance, or convenience (i.e., no reason needed). Term contracts, those that can go on for many years, are typically executed for 1-2 years at a time, with renewals that are always mutual and optional. Very rare to cancel a contract. Most often, we simply don't renew a term contract if there were unresolved performance issues throughout the year, if we want to change the scope of work substantially, or if we no longer require those goods/services.

**Bid bond/bid surety:** for construction bids over \$50,000, contractors must submit with their bid a bid bond in the amount of 5% of their bid, which ensures they sign the contract after Commission approval. If the low bidder refuses to sign the contract, then the City could seek recourse on the bid bond and move to the next lowest responsive, responsible bidder. **A bid bond has no value or purpose after the contract is signed.** In the very rare case that a bidder has made an obvious and honest error, we would allow them to withdraw their bid. The City has not called on a bid bond during current Purchasing Agent's time (since 2001), so it's extremely rare.





## Resolution

NO. 551

A Resolution seeking authorization for the City Manager to enter into a 2025 Emergency Commercial and Industrial Demand Response Agreement with Consumers Energy related to City Hall.

**BATTLE CREEK, MICHIGAN - 9/17/2024**

### **Resolved by the Commission of the City of Battle Creek:**

That the City Manager is authorized to enter into the attached agreement, or an agreement with substantially similar terms as may be approved by the City Attorney, with Consumers Energy to participate in the 2025 Emergency Commercial and Industrial Demand Response Customer Agreement for City Hall, located at 10 N. Division Avenue.

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Battle Creek City Commission  
9/17/2024

### **Action Summary**

**Staff Member:** Marcel Stoetzel, Deputy City Attorney

**Department:** City Attorney

### **SUMMARY**

A Resolution seeking authorization for the City Manager to enter into a 2025 Emergency Commercial and Industrial Demand Response Agreement with Consumers Energy related to City Hall.

### **BUDGETARY CONSIDERATIONS**

The City anticipates payments over the two years of \$4,029.00 to be applied to City Hall Maintenance Fund 101.18.2630.671.040.

### **HISTORY, BACKGROUND and DISCUSSION**

In an effort to keep the electrical grid reliable during peak times, Consumers Energy (CE) with Midcontinent Independent System Operator, Inc. (MISO) has developed a Demand Response Program to reduce off-peak time energy usage.

To lower peak-time usage, CE has invested in real-time system monitoring that predicts when peak-time usage will be greater than the energy available. In the event of a predicted usage demand that will be greater than the available energy, CE will call upon its portfolio of non-residential customers, including municipalities, who have agreed to enter into these agreements to reduce their loading in order to keep the demand lower than what is available.

CE offers monetary incentives and free real-time energy monitoring for their customers that join the program. This saves CE in costs from investing large amounts of capital into facilities and equipment to manage a few hours of energy demand and provides a worthwhile financial incentive to the City to participate, while ensuring the City still has adequate means to provide the essential services to City residents and businesses.

### **DISCUSSION OF THE ISSUE**

### **POSITIONS**

The Facilities Manager, as well as the Utility Administrator, support this Resolution.

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**ATTACHMENTS:**

File Name	Description
City_of_Battle_Creek_(City_Hall)_Seasonal_2025_Emergency_Commercial_and_Industrial_Demand_Response_Customer_Agreement_(Form_4021).pdf	Demand Response Agreement - City Hall



# 2025 EMERGENCY COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT

Customer and Consumers Energy are referred to herein collectively as the "Parties" and each individually as a "Party" to this Agreement.

Effective Date of Agreement: June 1, 2025  
(Month/Day/Year)

Company:  
**CONSUMERS ENERGY COMPANY**  
a Michigan Corporation

Customer:  
CITY OF BATTLE CREEK (City Hall)  
(Legal Name)

ONE ENERGY PLAZA  
JACKSON MI 49201-2357

10 DIVISION ST N  
(Street & Number)

BATTLE CREEK, MI 49014  
(City, State & Zip Code)

**1. Initial Term:**

a. Shall commence on June 1, 2025 and shall run through (select one):

- May 31, 2026 (1 year)**
- May 31, 2027 (2 year)**

2. This Agreement will become effective on the date identified above and will extend for an Initial Term through the end date identified above. The Customer must notify Consumers Energy Company ("Consumers Energy" or the "Company") by September 1st in the final year of the Initial Term of their desire to renew participation in the Demand Response Program ("Program") through the execution of a new Program Agreement and the amount of reduction/nomination kW for the following Program Season(s) Summer (June 1 through August 31) Fall (September 1 through November 30) Winter (December 1-February 28) Spring (March 1 through May 31 (hereinafter referred to as the "Program Seasons"). Customer participation under this Agreement shall be based on the limitations, terms and eligibility as described in the Company's Program and the Company's Electric Rate Book, as approved by the Michigan Public Service Commission.

3. **Program Description.** Participants in the Program help reduce peak demand when energy use is the high and maintain a ready supply of energy for Michigan. Participants will receive an annual Emergency Capacity Payment for the Delivered Capacity amount specified in this Agreement within sixty (60) days after the final day of each selected Program Season.

4. **Administration Solutions.** Customer agrees to work with Consumers Energy to develop an appropriate energy reduction plan for Customer's business for each Program Season; and (ii) to provide Consumers Energy access and use of contact, billing and energy usage data, and facility information concerning each Site Address (as defined below) ("Customer Data"). Consumers Energy shall manage Customer's curtailable electrical capacity in the Program and upon notification by Consumers Energy and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events"); and enable data transfer, monitoring and reporting of meter data and provide technical assistance, maintenance, repair and hosting of the Monitoring System. In addition, as necessary, Consumers Energy will coordinate with Customer to capture kilowatt-hour ("kWh") pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.

**5. Monitoring System.** Consumers Energy may equip one or more of Customer facility addresses (each address is referred to as a "Site Address") as identified on the Site Address Attachment attached hereto with the Monitoring System, which includes site devices owned by Consumers Energy that can enable power metering, data collection, near real-time data communication, and Internet-based reporting and analytics. There shall be no cost to the Customer associated with the Monitoring System equipment or installation of the Monitoring System equipment.

**6. Customer Support Requirements.**

- a. Representations and Warranties.** Customer holds all applicable licenses and/or permits pursuant to the Agreement that are required for the proper participation in the Program.
- b. Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Contracted Capacity (as defined below) at each Site Address when notified by Consumers Energy Demand Response Events.
- c. Acceptance Testing.** At each Site Address where the site devices are installed, Customer agrees to collaborate with Consumers Energy in a timely manner in testing, enabling and maintaining the Monitoring System.
- d. Energy Reduction Plan.** Customer must provide to Consumers Energy their Energy Reduction Plan describing the equipment and steps that will be taken to meet their curtailment nomination.

**Program Rules.** The terms of this Agreement reflect the current Program terms and conditions, which may be amended from time to time by Consumers Energy. Amendments are mutually agreed between the parties and recorded as an amendment or eliminate "which may be amended from time to time by Consumers Energy".

7. The current terms are summarized below:

<b>Program Availability</b>	During the Initial Term, emergency events could be called at any time Monday through Friday between 11 am and 7 pm, excluding holidays as defined in Rule C.14 (c) Holidays Designated by the Company, in response to Midcontinent Independent System Operator, Inc. ("MISO") reliability emergencies ("Emergency Event(s)"). Customer is required to participate in any Emergency Event called by MISO.
<b>Event Frequency and Duration</b>	<b>Emergency Events</b> – Up to five (5) events during the Summer Program Season, up to five (3) events during the Fall Program Season, up to five (5) events in the Winter Program Season, and up to three (3) events in the Spring Program Season, up to four hours each.
<b>Advanced Notification</b>	<b>Emergency Events</b> – Customer will receive at least a thirty (30) minute but no more than a six (6) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour timeframe for planning purposes.
<b>Dispatch Readiness Test</b>	After Customer's Energy Reduction Plan(s) has been reviewed by Consumers Energy and Customer's site installation has been completed, Customer will receive an email from Consumers Energy asking Customer to select a date to participate in a thirty (30) minute Dispatch Readiness Test of Customer's Energy Reduction Plan. The Dispatch Readiness Test is optional to the Customer but recommended by Consumers Energy.
<b>Audit</b>	Consumers Energy may call one (1), one-hour audit ("Audit") per Program Season to confirm Contracted Capacity (as defined below). If called, this audit is required as the Customer's program payment will be determined by performance during the Audit event and the Customers Delivered Capacity (as defined below).

<b>Online Portal</b>	Customer may have access to an online portal "Dashboard" where Customer can monitor their performance during both an Emergency and Economic Event. Portal will be activated before the season starts on June 1.
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**8. Customer capacity.**

**a. Contracted Capacity.** For purposes of this Agreement, "Contracted Capacity" shall represent the Customer's performance obligation (in kilowatts ("kW")). The Contracted Capacity shall be based on an analysis of Customer's prior consumption data for each Program Season, their Energy Reduction Plan(s) and pre-enrollment load reduction testing.

**a. Delivered Capacity.**

a. For purposes of this Agreement, an event's "Delivered Capacity" shall be defined as the amount of load in kW reduced for each hour in a Demand Response Event. Delivered Capacity for each event hour is calculated as the difference between the measured energy demand and the baseline energy demand. Consumers Energy will use a MISO-approved baseline calculation method. MISO's default baseline is the Ten-Day Baseline. The Ten-Day Baseline is calculated as the average hourly demand from the previous ten (10) non-weekend non-holiday non-event days prior to the event. Customer is required to reduce the full amount specified as Contracted Capacity for the hourly average of an emergency event. Consumers Energy, at its discretion, can make an adjustment to the baseline determined by the M&V Method of plus or minus 20% based on the energy usage three hours prior beginning four hours prior to the beginning of the Emergency Event. An alternative baseline may be used, so long as it is pre-approved by MISO. If no Emergency Event is called, the Delivered Capacity will revert to the Contracted Capacity for the DR season. In a Program Season with multiple Emergency Events, the Delivered Capacity will be based on the Customers average event performance during the term of that Program Season.

**9. Environmental.** In order for the engine to be considered an emergency stationary engine under 40 CFR Part 60 Subpart IIII, 40 CFR Part 60 Subpart JJJJ and/or 40 CFR Part 63 Subpart ZZZZ any operation other than emergency operation, maintenance and testing, emergency demand response, and operation in non-emergency situations for up to 50 hours per calendar year, as described in the applicable regulation(s), is prohibited. If Customer does not operate the engine according to these requirements, the engine will not be considered an emergency engine and must meet all requirements for non-emergency engines in the applicable regulations.

Emergency Demand Response Events per this contract are considered non-emergency situations (not to exceed 50 hours per calendar year). Power supplied as part of a financial arrangement with Consumers Energy must meet all of the following conditions:

- a.** The engine is dispatched by the local balancing authority or local transmission and distribution system operator.
- b.** The dispatch is intended to mitigate local transmission and/or distribution limitations so as to avert potential voltage collapse or line overloads that could lead to the interruption of power supply in a local area or region.
- c.** The dispatch follows reliability, emergency operation or similar protocols that follow specific NERC, regional, state, public utility commission or local standards or guidelines.
- d.** The power is provided only to the facility itself or to support the local transmission and distribution system.

- e. The owner or operator (Customer) identifies and records the entity that dispatches the engine and the specific NERC, regional, state, public utility commission or local standards or guidelines that are being followed for dispatching the engine. The local balancing authority or local transmission and distribution system operator may keep these records on behalf of the engine owner or operator.
- f. The owner or operator (Customer) is responsible for all EPA reporting requirements. Customers who do not comply with EPA reporting may be removed from the program at Consumers Energy's discretion.

## 9. Payments to Customer.

- a. **Emergency Capacity Payments.** For a single year contract, the capacity payment price is \$20/kW for the Summer Program Season, \$8/kW for Fall Program Season, \$8/kW for the Winter Program Season, and \$8/kW for the Spring Program Season. For a two (2) year contract, the capacity payment price is \$25/kW for the Summer Program Season, \$9/kW for Fall Program Season, \$9/kW for Winter Program Season, and \$9/kW for Spring Program Season. Delivered Capacity capped at 250% per Program Season as defined in section 8(b). Consumers Energy will pay Customer the Capacity Rate multiplied by the Delivered Capacity.
- b. **Emergency Event Energy Payments.** In Program Seasons when one or more Emergency Events are called, Consumers Energy will pay Customer an energy payment of \$450/MWh multiplied by the event's Delivered Capacity multiplied by the hours for each such event as defined in section 8(b) above.

**10. Payment Timing.** After an Emergency Event and Customer's Delivered Capacity has been verified, Consumers Energy shall make Emergency Event Energy Payments for Customer's participation by the issuance of credits to the Customer's bill or by check. The Emergency Capacity Payment will be made within sixty (60) days after the final day of each selected Program Season.

**11. Cancellation.** Customer or Consumers Energy may cancel this Agreement or request to amend nomination(s) for the Program Seasons occurring in the next year, if such cancellation or request to amend is submitted to Consumers Energy between October 1 – December 31 of the prior year. Requests to amend nomination(s) shall be granted at the Company's discretion and shall only apply to the Program Seasons occurring in the following year. Cancellation requests must be submitted in writing to: [ConsumersEnergy.DemandResponseProgram@cmsenergy.com](mailto:ConsumersEnergy.DemandResponseProgram@cmsenergy.com). The customer will be notified by Consumers Energy if they cancel or are removed from the program.

## 12. Confidentiality.

- a. **Nondisclosure to Third Parties.** In performing under the Agreement, each Party to this Agreement will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (w) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; (x) any information concerning the business relationship between the Parties; and (y) Customer Data.
- b. **Exclusions from Confidential Information.** Notwithstanding the obligations in Section 13(a) above, Confidential Information does not include any information that:

- i. is or becomes generally known to the public without breach of any obligation owed to the disclosing Party;
- ii. was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party;
- iii. is received from a third party without the receiving party having any knowledge of any breach by such third party of any obligation owed to the disclosing Party; or
- iv. was independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Information.

**13. Limitation of Liability.** Consumers Energy's and its contractors' and subcontractors' liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000 or the total amounts paid by Consumers Energy under the Agreement, whichever is less. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

**14. Additional Terms.**

**a.** Customer also agrees, with respect to Consumers Energy's management of the Monitoring System, it:

- i. receives a limited, revocable, non-transferrable and non-exclusive right to use and access during the Term the Monitoring System and shall use the Monitoring System solely for its internal use subject to the terms of the Agreement and not for the benefit of any third party. Except as expressly permitted in the Agreement, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Monitoring System or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise;
- ii. shall use the Monitoring System in accordance with all applicable law;
- iii. shall not and shall prohibit causing or permitting, the copying, reverse engineering, disassembly, decompilation or attempting to derive the source code of the Monitoring System, or other intellectual property of Consumers Energy or creation of any derivative work thereof;
- iv. expressly disclaims any passing of title to the Monitoring System, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property of Customer;
- v. shall not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks from the Monitoring System and to use reasonable care to prevent the Monitoring System and Consumers Energy's intellectual property rights contained in the software from damage and unauthorized use.

**b. Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Consumers Energy. The Agreement, including all attachments, constitutes the entire agreement between Customer and Consumers Energy and may only be amended in writing signed by each of the Parties. If any of its provisions shall

be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify Consumers Energy in writing of any changes occurring during the Term to the Customer address(es) set forth in this Agreement.

- c. Force Majeure.** The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure, shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. A "Force Majeure" shall include any act, event, or occurrence beyond the Party's reasonable control, which the Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, quarantine, blockade, war, insurrection or civil strife or terrorism, provided, however, that Force Majeure shall in no event include (i) failure of Subcontractors or Suppliers to deliver services, materials or components or receipt from any Subcontractor or Supplier of defective services, material or components unless same were themselves caused by a Force Majeure Event; (ii) technological impossibility; (iii) a governmental act or failure to act, or order or injunction, caused by any act or failure to act of the Seller or any Subcontractor or Supplier; (iv) strikes or work stoppages; or (v) inclement weather.
- d. Warranty Limitations.** THE MONITORING SYSTEM (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) AND ALL SERVICES HEREUNDER ARE PROVIDED AS IS BY CONSUMERS ENERGY WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- e. Governing Law; Actions; Etc.:** This Agreement shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Agreement or the breach thereof shall be commenced within one year from the date on which the claimed breach, default or other cause of action arose (and, without limiting the foregoing, in all events not later than one year after the date of completion or other cessation of performance of the work hereunder). This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.



**IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the Effective Date.**

CONSUMERS ENERGY COMPANY

CITY OF BATTLE CREEK (City Hall)  
(Customer)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Date)

**ATTACHMENT A -  
CUSTOMER BASELINE CALCULATIONS AND PERFORMANCE OBLIGATIONS**

"Original Baseline Demand" calculation methodology – for interruptions called on normal business days, calculate an average hourly demand profile based on the demands created during the ten (10) non-interruption business days immediately preceding an interruption notification, excluding Saturday, Sunday and holidays as recognized in the Company's Electric Rate Book ("Normal Baseline Demand").

"Day of Adjustment" calculation methodology - starts at the point of the interruption event and counts back four (4) hours. (For purposes of clarification – for the "Day of Adjustment" calculation **only** the baseline **is** calculated beginning from the start of the interruption event and moving backwards by four (4) hours). The "Original Baseline Demand" will be ADJUSTED up/down on the day of an event by the ratio of (a) the sum of hourly demands for the three (3) hours beginning four (4) hours prior to the interruption event and (b) the sum of those same three hours unadjusted consumption baseline demands. The resultant change to the Original Baseline Demand is limited to +/- 20% of the Original Baseline Demand and is referred to as the "Adjusted Baseline Demand".

Demand Response Enactment Event examples:

\*Prior 10 business day/24-hour baseline = 100 kW with a 20 kW Nomination amount (Use this information for all scenarios).

Scenario #1

4 hours prior "Day of Adjustment" = 70 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 70 kW average demand during the 3 hour "Day of Adjustment" period represents a 30% decrease from the Original Baseline Demand, so the Original Baseline Demand will be reduced by only 20%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 80 kW.

To FULLY comply during this event - Load reduction = 80 kW – 20 kW (Nomination) = Customer would need to reduce load to 60 kW to comply at 100%.

Scenario #2

4-hour prior "Day of Adjustment" = 110 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 110 kW average demand during the 3 hour "Day of Adjustment" period represents a 10% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by 10%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 110 kW.

To FULLY comply during this event - Load reduction = 110 kW – 20 kW (Nomination) = Customer would need to reduce load to 90 kW to comply at 100%.

Scenario #3

4-hour prior "Day of Adjustment" = 95 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 95 kW average demand during the 3 hour "Day of Adjustment" period represents a 5% decrease from the Original Baseline Demand, so the Original Baseline Demand will be decreased by 5%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 95 kW.

To FULLY comply during this event - Load reduction = 95 kW – 20 kW (Nomination) = Customer would need to reduce load to 75 kW to comply at 100%.

Scenario #4

4-hour prior "Day of Adjustment" = 125 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 125 kW average demand during the 3 hour "Day of Adjustment" period represents a 25% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by only 20%, as per the "Baseline" calculation methodology.)

Adjusted Baseline Demand = 120 kW.

To FULLY comply during this event - Load reduction = 120 kW – 20 kW (Nomination) = Customer would need to reduce load to 100 kW to comply at 100%.



## Attachment B



## 2025 CONSUMERS ENERGY DEMAND RESPONSE ENERGY REDUCTION PLAN

<b>Company Name:</b>	<u>CITY OF BATTLE CREEK (City Hall)</u>
<b>Facility Contact Name:</b>	<u>Katie M. Norton</u>
<b>Address Line 1:</b>	<u>10 DIVISION ST N</u>
<b>Address Line 2:</b>	<u>BATTLE CREEK, MI 49014</u>
<b>Contract Account #:</b>	<u>100083426468</u>
<b>Contract Type:</b>	<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Emergency with Generator
<b>Program Season</b>	<input checked="" type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring
<b>DR Nomination:</b>	<u>93_kW</u>
<b>DR Event Procedure:</b>	Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
Whole Facility	Switch to Generator	93

Equipment	Shutdown Procedure	Load Reduction (kW)
<b>TOTAL kW's</b>		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: \_\_\_\_\_

Date Completed: \_\_\_\_\_

By: \_\_\_\_\_

## Attachment B



## 2025 CONSUMERS ENERGY DEMAND RESPONSE ENERGY REDUCTION PLAN

<b>Company Name:</b>	<u>CITY OF BATTLE CREEK (City Hall)</u>
<b>Facility Contact Name:</b>	<u>Katie M. Norton</u>
<b>Address Line 1:</b>	<u>10 DIVISION ST N</u>
<b>Address Line 2:</b>	<u>BATTLE CREEK, MI 49014</u>
<b>Contract Account #:</b>	<u>100083426468</u>
<b>Contract Type:</b>	<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Emergency with Generator
<b>Program Season</b>	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring
<b>DR Nomination:</b>	<u>68_kW</u>
<b>DR Event Procedure:</b>	Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
<b>Whole Facility</b>	<b>Switch to Generator</b>	<b>68</b>

Equipment	Shutdown Procedure	Load Reduction (kW)
<b>TOTAL kW's</b>		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: \_\_\_\_\_

Date Completed: \_\_\_\_\_

By: \_\_\_\_\_



## Attachment B



## 2025 CONSUMERS ENERGY DEMAND RESPONSE ENERGY REDUCTION PLAN

<b>Company Name:</b>	<u>CITY OF BATTLE CREEK (City Hall)</u>
<b>Facility Contact Name:</b>	<u>Katie M. Norton</u>
<b>Address Line 1:</b>	<u>10 DIVISION ST N</u>
<b>Address Line 2:</b>	<u>BATTLE CREEK, MI 49014</u>
<b>Contract Account #:</b>	<u>100083426468</u>
<b>Contract Type:</b>	<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Emergency with Generator
<b>Program Season</b>	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Winter <input type="checkbox"/> Spring
<b>DR Nomination:</b>	<u>57_kW</u>
<b>DR Event Procedure:</b>	Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
<b>Whole Facility</b>	<b>Switch to Generator</b>	<b>57</b>

Equipment	Shutdown Procedure	Load Reduction (kW)
<b>TOTAL kW's</b>		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: \_\_\_\_\_

Date Completed: \_\_\_\_\_

By: \_\_\_\_\_

## Attachment B



## 2025 CONSUMERS ENERGY DEMAND RESPONSE ENERGY REDUCTION PLAN

<b>Company Name:</b>	<u>CITY OF BATTLE CREEK (City Hall)</u>
<b>Facility Contact Name:</b>	<u>Katie M. Norton</u>
<b>Address Line 1:</b>	<u>10 DIVISION ST N</u>
<b>Address Line 2:</b>	<u>BATTLE CREEK, MI 49014</u>
<b>Contract Account #:</b>	<u>100083426468</u>
<b>Contract Type:</b>	<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Emergency with Generator
<b>Program Season</b>	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Winter <input checked="" type="checkbox"/> Spring
<b>DR Nomination:</b>	<u>64_kW</u>
<b>DR Event Procedure:</b>	Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
<b>Whole Facility</b>	<b>Switch to Generator</b>	<b>64</b>

Equipment	Shutdown Procedure	Load Reduction (kW)
<b>TOTAL kW's</b>		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: \_\_\_\_\_

Date Completed: \_\_\_\_\_

By: \_\_\_\_\_

## Attachment C



### PAYMENT INFORMATION

#### Payment Information

<b>Bill Credit</b> <input type="checkbox"/> <b>Check</b> <input checked="" type="checkbox"/> If Check, please provide mailing address below:
Contact Name: <a href="#">City of Battle Creek Attn: Katie Norton</a>
Site Name: <a href="#">CITY OF BATTLE CREEK (City Hall)</a>
Address: <a href="#">10 DIVISION ST N</a>
City, State, Zip code: <a href="#">BATTLE CREEK, MI 49014</a>





Resolution NO. 552

A Resolution seeking authorization for the City Manager to enter into a 2025 Emergency with Generator Commercial and Industrial Demand Response Customer Agreement with Consumers Energy for ten lift stations.

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Resolved by the Commission of the City of Battle Creek:**

The City Manager is authorized to enter into the attached 2025 Emergency with Generator Commercial and Industrial Demand Response Customer Agreement for ten lift stations.

---

Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Marcel Stoetzel, Deputy City Attorney

**Department:** City Attorney

**SUMMARY**

A Resolution seeking authorization for the City Manager to enter into a 2025 Emergency with Generator Commercial and Industrial Demand Response Customer Agreement with Consumers Energy for ten lift stations.

**BUDGETARY CONSIDERATIONS**

The City anticipates a minimum payment of \$4,100.00 to the Sewer Revenue Fund: 590.24.1590.

**HISTORY, BACKGROUND and DISCUSSION**

In an effort to keep the electrical grid reliable during peak times, Consumers Energy (CE) with Midcontinent Independent System Operator, Inc. (MISO) has developed a Demand Response Program to reduce off-peak time energy usage.

To lower peak-time usage, CE has invested in real-time system monitoring that predicts when peak-time usage will be greater than the energy available. In the event of a predicted usage demand that will be greater than the available energy, CE will call upon its portfolio of non-residential customers, including municipalities, who have agreed to enter into these agreements to reduce their loading in order to keep the demand lower than what is available.

CE offers monetary incentives and free real-time energy monitoring for their customers that join the program. This saves CE in costs from investing large amounts of capital into facilities and equipment to manage a few hours of energy demand and provides a worthwhile financial incentive to the City to participate, while ensuring the City still has adequate means to provide the essential services to City residents and businesses.

**DISCUSSION OF THE ISSUE**

**POSITIONS**

The Public Works Director, as well as the Utilities Administrator, support this Resolution.

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**ATTACHMENTS:**

File Name	Description
D City_of_Battle_Creek_Lift_Stations_2025__Emergency_With_Generator_Commercial_and_Industrial_Demand_Response_Customer_Agreement_-_lift_stations.pdf	Demand Response Agreement - lift stations





# 2025 EMERGENCY WITH GENERATOR COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT

Customer and Consumers Energy are referred to herein collectively as the "Parties" and each individually as a "Party" to this Agreement.

Effective Date of Agreement: June 1, 2025  
(Month/Day/Year)

Company:  
**CONSUMERS ENERGY COMPANY**  
a Michigan Corporation

Customer:  
City of Battle Creek  
(Legal Name)

ONE ENERGY PLAZA  
JACKSON MI 49201-2357

10 N Division St  
(Street & Number)

Battle Creek MI, 49016  
(City, State & Zip Code)

1. **Initial Term:** Shall commence on June 1, 2025 and shall run through (select one):  
 **May 31, 2026 (1 year)**  
 **May 31, 2027 (2 year)**
2. This Agreement will become effective on the date identified above and will extend for an Initial Term through the end date identified above. The Customer must notify Consumers Energy Company ("Consumers Energy" or the "Company") by September 1st in the final year of the Initial Term of their desire to renew participation in the Demand Response Program ("Program") through the execution of a new Program Agreement and the amount of reduction/nomination kW for the following Program Period (June 1 through August 31<sup>st</sup>). Customer participation under this Agreement shall be based on the limitations, terms and eligibility as described in the Company's Program and the Company's Electric Rate Book, as approved by the Michigan Public Service Commission.
3. **Program Description.** Participants in the Program help reduce peak demand when energy use is the high and maintain a ready supply of energy for Michigan. Participants will receive an annual Emergency Capacity Payment for the Delivered Capacity amount specified in this Agreement within sixty (60) days after August 31<sup>st</sup>, the effective date of the DR season.
4. **Administration Solutions.** Customer agrees to work with Consumers Energy to develop an appropriate energy reduction plan for Customer's business; and (ii) to provide Consumers Energy access and use of contact, billing and energy usage data, and facility information concerning each Site Address (as defined below) ("Customer Data"). Consumers Energy shall manage Customer's curtailable electrical capacity in the Program and upon notification by Consumers Energy and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events"); and enable data transfer, monitoring and reporting of meter data and provide technical assistance, maintenance, repair and hosting of the Monitoring System. In addition, as necessary, Consumers Energy will coordinate with Customer to capture kilowatt-hour ("kWh") pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.
5. **Monitoring System.** Consumers Energy may equip one or more of Customer facility addresses (each address is referred to as a "Site Address") as identified on the Site Address Attachment attached hereto with the Monitoring System, which includes site devices owned by Consumers Energy that can enable power metering, data collection, near real-time data communication, and Internet-based reporting and analytics. There shall be no cost to the Customer associated with the Monitoring System equipment or installation of the Monitoring System equipment.

**6. Customer Support Requirements.**

- a. Representations and Warranties.** Customer holds all applicable licenses and/or permits pursuant to the Agreement that are required for the proper participation in the Program.
- b. Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Contracted Capacity (as defined below) at each Site Address when notified by Consumers Energy Demand Response Events.
- c. Acceptance Testing.** At each Site Address where the site devices are installed, Customer agrees to collaborate with Consumers Energy in a timely manner in testing, enabling and maintaining the Monitoring System.
- d. Energy Reduction Plan.** Customer must provide to Consumers Energy their Energy Reduction Plan describing the equipment and steps that will be taken to meet their curtailment nomination.

**Program Rules.** The terms of this Agreement reflect the current Program terms and conditions, which may be amended from time to time by Consumers Energy. Amendments are mutually agreed between the parties and recorded as an amendment or eliminate "which may be amended from time to time by Consumers Energy".

7. The current terms are summarized below:

<b>Program Availability</b>	During the Program period of June 1 – August 31, emergency events could be called at any time Monday through Friday between 11 am and 7 pm, excluding holidays as defined in Rule C.14 (c) Holidays Designated by the Company, in response to Midcontinent Independent System Operator, Inc. ("MISO") reliability emergencies ("Emergency Event(s)"). Customer is required to participate in any Emergency Event called by MISO.
<b>Event Frequency and Duration</b>	<b>Emergency Events</b> – Up to five (5) events during the Program Period, up to four hours each.
<b>Advanced Notification</b>	<b>Emergency Events</b> – Customer will receive at least a thirty (30) minute but no more than a six (6) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour timeframe for planning purposes.
<b>Dispatch Readiness Test</b>	After Customer's Energy Reduction Plan has been reviewed by Consumers Energy and Customer's site installation has been completed, Customer will receive an email from Consumers Energy asking Customer to select a date to participate in a thirty (30) minute Dispatch Readiness Test of Customer's Energy Reduction Plan. The Dispatch Readiness Test is optional to the Customer but recommended by Consumers Energy.
<b>Audit</b>	Consumers Energy may call one (1), one-hour audit ("Audit") per Program Period to confirm Contracted Capacity (as defined below). If called, this audit is required as the Customer's program payment will be determined by performance during the Audit event and the Customers Delivered Capacity (as defined below).
<b>Online Portal</b>	Customer may have access to an online portal "Dashboard" where Customer can monitor their performance during both an Emergency and Economic Event. Portal will be activated before the season starts on June 1.

**8. Customer capacity.**

- a. Contracted Capacity.** For purposes of this Agreement, "Contracted Capacity" shall represent the

Customer's performance obligation (in kilowatts ("kW")). The Contracted Capacity shall be based on an analysis of Customer's prior summer consumption data, their Energy Reduction Plan and pre-enrollment load reduction testing.

**b. Delivered Capacity.**

- a. For purposes of this Agreement, an event's "Delivered Capacity" shall be defined as the amount of load in kW reduced for each hour in a Demand Response Event. Delivered Capacity for each event hour is calculated as the difference between the measured energy demand and the baseline energy demand. Consumers Energy will use a MISO-approved baseline calculation method. MISO's default baseline is the Ten-Day Baseline. The Ten-Day Baseline is calculated as the average hourly demand from the previous ten (10) non-weekend non-holiday non-event days prior to the event. Customer is required to reduce the full amount specified as Contracted Capacity for the hourly average of an emergency event. Consumers Energy, at its discretion, can make an adjustment to the baseline determined by the M&V Method of plus or minus 20% based on the energy usage three hours prior to the beginning of the Emergency Event. An alternative baseline may be used, so long as it is pre-approved by MISO. If no Emergency Event is called, the Delivered Capacity will revert to the Contracted Capacity for the DR season. In a Program Period with multiple Emergency Events, the Delivered Capacity will be based on the Customers average event performance during the terms of this Agreement.

**9. Environmental.** In order for the engine to be considered an emergency stationary engine under 40 CFR Part 60 Subpart IIII, 40 CFR Part 60 Subpart JJJJ and/or 40 CFR Part 63 Subpart ZZZZ any operation other than emergency operation, maintenance and testing, emergency demand response, and operation in non-emergency situations for up to 50 hours per calendar year, as described in the applicable regulation(s), is prohibited. If Customer does not operate the engine according to these requirements, the engine will not be considered an emergency engine and must meet all requirements for non-emergency engines in the applicable regulations.

Emergency Demand Response Events per this contract are considered non-emergency situations (not to exceed 50 hours per calendar year). Power supplied as part of a financial arrangement with Consumers Energy must meet all of the following conditions:

- a. The engine is dispatched by the local balancing authority or local transmission and distribution system operator.
- b. The dispatch is intended to mitigate local transmission and/or distribution limitations so as to avert potential voltage collapse or line overloads that could lead to the interruption of power supply in a local area or region.
- c. The dispatch follows reliability, emergency operation or similar protocols that follow specific NERC, regional, state, public utility commission or local standards or guidelines.
- d. The power is provided only to the facility itself or to support the local transmission and distribution system.
- e. The owner or operator (Customer) identifies and records the entity that dispatches the engine and the specific NERC, regional, state, public utility commission or local standards or guidelines that are being followed for dispatching the engine. The local balancing authority or local transmission and distribution system operator may keep these records on behalf of the engine owner or operator.
- f. The owner or operator (Customer) is responsible for all EPA reporting requirements. Customers who do not comply with EPA reporting may be removed from the program at Consumers Energy's discretion.

**10. Payments to Customer.**

- a. Emergency Capacity Payments.** For a single year contract, the capacity payment price is \$25/kW. For a two (2) year contract, year one (1) the capacity payment price is \$27/kW and the year two (2) capacity price is \$30/kW. Delivered Capacity capped at 250% per Program Period as defined in section 8(b). Consumers Energy will pay Customer the Capacity Rate multiplied by the Delivered Capacity.
- b. Emergency Event Energy Payments.** In Program Periods when one or more Emergency Events are called, Consumers Energy will pay Customer an energy payment of \$50/MWh multiplied by the event's Delivered Capacity multiplied by the hours for each such event as defined in section 8(b) above.
- c. During Non-Program Periods.** Consumers Energy may call one or more Emergency Events. The customer is under no obligation to participate. If they choose to participate, they will be paid \$1000/MWh multiplied by the event's average Delivered Capacity delivered during the event. Delivered Capacity is capped at customers contracted nomination.
- 11. Payment Timing.** After an Emergency Event and Customer's Delivered Capacity has been verified, Consumers Energy shall make Emergency Event Energy Payments for Customer's participation by the issuance of credits to the Customer's bill. The Emergency Capacity Payment will be made within sixty (60) days after August 31<sup>st</sup>, the effective end date of the DR season.
- 12. Cancellation.** Customer or Consumers Energy may cancel this Agreement or request to amend nomination(s) for the next Program Period between October 1 – December 31, prior to the start of the next Program Period. Requests to amend nomination(s) shall be granted at the Company's discretion and shall only apply to the next Program Period. Cancellation requests must be submitted in writing to: [ConsumersEnergy.DemandResponseProgram@cmsenergy.com](mailto:ConsumersEnergy.DemandResponseProgram@cmsenergy.com). The customer will be notified by Consumers Energy if they cancel or are removed from the program.
- 13. Confidentiality.**
- a. Nondisclosure to Third Parties.** In performing under the Agreement, each Party to this Agreement will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (w) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; (x) any information concerning the business relationship between the Parties; and (y) Customer Data.
- b. Exclusions from Confidential Information.** Notwithstanding the obligations in Section 13(a) above, Confidential Information does not include any information that:
- i. is or becomes generally known to the public without breach of any obligation owed to the disclosing Party;
  - ii. was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party;

- iii. is received from a third party without the receiving party having any knowledge of any breach by such third party of any obligation owed to the disclosing Party; or
- iv. was independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Information.

**14. Limitation of Liability.** Consumers Energy's and its contractors' and subcontractors' liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000 or the total amounts paid by Consumers Energy under the Agreement, whichever is less. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

**15. Additional Terms.**

a. Customer also agrees, with respect to Consumers Energy's management of the Monitoring System, it:

- i. receives a limited, revocable, non-transferrable and non-exclusive right to use and access during the Term the Monitoring System and shall use the Monitoring System solely for its internal use subject to the terms of the Agreement and not for the benefit of any third party. Except as expressly permitted in the Agreement, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Monitoring System or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise;
- ii. shall use the Monitoring System in accordance with all applicable law;
- iii. shall not and shall prohibit causing or permitting, the copying, reverse engineering, disassembly, decompilation or attempting to derive the source code of the Monitoring System, or other intellectual property of Consumers Energy or creation of any derivative work thereof;
- iv. expressly disclaims any passing of title to the Monitoring System, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property of Customer;
- v. shall not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks from the Monitoring System and to use reasonable care to prevent the Monitoring System and Consumers Energy's intellectual property rights contained in the software from damage and unauthorized use.

**b. Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Consumers Energy. The Agreement, including all attachments, constitutes the entire agreement between Customer and Consumers Energy and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify Consumers Energy in writing of any changes occurring during the Term to the Customer address(es) set forth in this Agreement.

**c. Force Majeure.** The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force

Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure, shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. A "Force Majeure" shall include any act, event, or occurrence beyond the Party's reasonable control, which the Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, quarantine, blockade, war, insurrection or civil strife or terrorism, provided, however, that Force Majeure shall in no event include (i) failure of Subcontractors or Suppliers to deliver services, materials or components or receipt from any Subcontractor or Supplier of defective services, material or components unless same were themselves caused by a Force Majeure Event; (ii) technological impossibility; (iii) a governmental act or failure to act, or order or injunction, caused by any act or failure to act of the Seller or any Subcontractor or Supplier; (iv) strikes or work stoppages; or (v) inclement weather.

- d. Warranty Limitations.** THE MONITORING SYSTEM (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) AND ALL SERVICES HEREUNDER ARE PROVIDED AS IS BY CONSUMERS ENERGY WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- e. Governing Law; Actions; Etc.:** This Agreement shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Agreement or the breach thereof shall be commenced within one year from the date on which the claimed breach, default or other cause of action arose (and, without limiting the foregoing, in all events not later than one year after the date of completion or other cessation of performance of the work hereunder). This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.

**IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the Effective Date.**

CONSUMERS ENERGY COMPANY

City of Battle Creek

(Customer)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Rebecca L. Fleury

(Print or Type Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**ATTACHMENT A -  
CUSTOMER BASELINE CALCULATIONS AND PERFORMANCE OBLIGATIONS**

"Original Baseline Demand" calculation methodology – for interruptions called on normal business days, calculate an average hourly demand profile based on the demands created during the ten (10) non-interruption business days immediately preceding an interruption notification, excluding Saturday, Sunday and holidays as recognized in the Company's Electric Rate Book ("Normal Baseline Demand"). .

"Day of Adjustment" calculation methodology - starts at the point of the interruption event and counts back four (4) hours. (For purposes of clarification – for the "Day of Adjustment" calculation **only** the baseline **is** calculated beginning from the start of the interruption event and moving backwards by four (4) hours). The "Original Baseline Demand" will be ADJUSTED up/down on the day of an event by the ratio of (a) the sum of hourly demands for the three (3) hours beginning four (4) hours prior to the interruption event and (b) the sum of those same three hours unadjusted consumption baseline demands. The resultant change to the Original Baseline Demand is limited to +/- 20% of the Original Baseline Demand and is referred to as the "Adjusted Baseline Demand".

Demand Response Enactment Event examples:

\*Prior 10 business day/24-hour baseline = 100 kW with a 20 kW Nomination amount (Use this information for all scenarios).

Scenario #1

4 hours prior "Day of Adjustment" = 70 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 70 kW average demand during the 3 hour "Day of Adjustment" period represents a 30% decrease from the Original Baseline Demand, so the Original Baseline Demand will be reduced by only 20%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 80 kW.

To FULLY comply during this event - Load reduction = 80 kW – 20 kW (Nomination) = Customer would need to reduce load to 60 kW to comply at 100%.

Scenario #2

4-hour prior "Day of Adjustment" = 110 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 110 kW average demand during the 3 hour "Day of Adjustment" period represents a 10% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by 10%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 110 kW.

To FULLY comply during this event - Load reduction = 110 kW – 20 kW (Nomination) = Customer would need to reduce load to 90 kW to comply at 100%.

Scenario #3

4-hour prior "Day of Adjustment" = 95 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 95 kW average demand during the 3 hour "Day of Adjustment" period represents a 5% decrease from the Original Baseline Demand, so the Original Baseline Demand will be decreased by 5%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 95 kW.

To FULLY comply during this event - Load reduction = 95 kW – 20 kW (Nomination) = Customer would need to reduce load to 75 kW to comply at 100%.

Scenario #4

4-hour prior "Day of Adjustment" = 125 kW average demand for the 3 hours.



What is the Adjusted Baseline Demand to reduce power against = (The 125 kW average demand during the 3 hour "Day of Adjustment" period represents a 25% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by only 20%, as per the "Baseline" calculation methodology.)  
Adjusted Baseline Demand = 120 kW.

To FULLY comply during this event - Load reduction = 120 kW – 20 kW (Nomination) = Customer would need to reduce load to 100 kW to comply at 100%.

**SITE ADDRESS ATTACHMENT  
SITE ADDRESSES**

<b>SITE NAME</b>	<b>SITE ADDRESS</b>	<b>CONTRACT ACCOUNT NUMBER</b>	<b>METER NUMBER</b>	<b>ESTIMATED CAPACITY (kW)</b>
Lift Station	1025 E Michigan	100000140093	40051626	6
Lift Station	1075 E Michigan Ave	100000140382	40051691	4
Lift Station	124 Edgebrook	100000335719	40043787	28
Lift Station	202 24TH ST S	100000330496	40048955	9
Lift Station	1931 E Michigan	100044480596	40025230	8
Lift Station	1970 Capital SW	100000334928	40042552	10
Lift Station	130 Eldred	100000078129	40002504	15
Lift Station	281 Helmer	100000039741	40011896	4
Lift Station	85 Kelley Ave	100024814251	40016220	4
Lift Station	931 E Columbia	100000142065	40036662	7



## ENERGY DEMAND RESPONSE 2025 ENERGY REDUCTION PLAN

**Company Name:** City of Battle Creek

**Facility Contact Name:** Chris Pratt

**Address Line 1:** 10 N Division St

**Address Line 2:** \_\_\_\_\_

**Contract Account #:** Multiple

**Contract Type:**  Emergency       Emergency with Generator

**DR Nomination:** 95 kW

**DR Event Procedure:** Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
Onsite Generation	All lift stations will be manually trasfered to be on-site backup generation	95kW

Equipment	Shutdown Procedure	Load Reduction (kW)
-----------	--------------------	---------------------





Contact Name: <a href="#">Kurt Tribbett</a>	<b>Web Access</b>
Job Title: <a href="#">Engineering Administrator</a>	Web Portal Access:  <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> <input type="checkbox"/>
I would like to receive text message notification <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Direct Dial Phone Number: <a href="#">269-966-3480</a> EXTENSION:	
Mobile Number: <a href="#">269-209-7809</a>	
Pager Number:	
E-mail Address: <a href="mailto:krtribbett@battlecreekmi.gov">krtribbett@battlecreekmi.gov</a>	

Contact Name: :	<b>Web Access</b>
Job Title:	Web Portal Access:  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
I would like to receive text message notification <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Direct Dial Phone Number: EXTENSION:	
Mobile Number: :	
Pager Number:	
E-mail Address:	

Contact Name:	<b>Web Access</b>
Job Title:	Web Portal Access:  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
I would like to receive text message notification <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Direct Dial Phone Number: EXTENSION:	
Mobile Number:	
Pager Number:	
E-mail Address:	

Contact Name:	<b>Web Access</b>
Job Title:	Web Portal Access:  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
I would like to receive text message notification <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Direct Dial Phone Number: EXTENSION:	
Mobile Number:	
Pager Number:	
E-mail Address:	





Resolution NO. 553

A Resolution seeking approval for an amendment to the 2024/2025 Fee, Bond, and Insurance Schedule for the Hamblin Avenue parking structure.

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Resolved by the Commission of the City of Battle Creek:**

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

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

The amendments to the "2024/2025 Fee, Bond, and Insurance Schedule" for the City of Battle Creek, attached hereto and made a part hereof, is adopted pursuant to Section 802.24 of the Codified Ordinances of the City of Battle Creek and shall become effective September 30, 2024.

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Victoria Houser, City Clerk

**Department:** City Clerk

**SUMMARY**

A Resolution seeking approval for an amendment to the 2024/2025 Fee, Bond, and Insurance Schedule for the Hamblin Avenue parking structure.



**BUDGETARY CONSIDERATIONS**

The change in fees is expected to generate additional revenue to support the City’s downtown parking system. Fees will be credited to the City’s downtown parking fund 585.28.1585.620.030.

**HISTORY, BACKGROUND and DISCUSSION**

The Hamblin Avenue Parking structure is located adjacent to Kellogg Arena and the Double Tree Hotel in downtown Battle Creek. The Hotel has been undergoing a multi-million-dollar renovation and is set to re-open in the coming weeks. The City has a parking use agreement with the Hotel for dedicated parking spaces in the Hamblin structure. The structure also houses parking for Avis (rental cars) and provides parking vouchers to the W.K. Kellogg Company and Kellanova.

With the opening of the Hotel, public use, and the return of many workers to the downtown, the structure is near capacity. To best manage the space, while supporting downtown business and ensuring revenues for ongoing parking system operation and maintenance, the City is proposing the attached changes to the Fee, Bond and Insurance schedule for parking in the Hamblin Avenue parking structure.

Customers who enter the garage and leave within 10 minutes will not be charged as the fee schedule provides for a grace period for those who might not find parking or entered inadvertently.

Parking spaces will be designated and signed as follows (subject to change as needed):

Parking Type	# of Spaces	Floors	Signage	Rates
Public	99	1 <sup>st</sup> floor		F, B & I rate
Public EV	2	2 <sup>nd</sup> floor		F, B & I rate
Valet	75	2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> . (incline)	Logo sign	\$29.00 (Hotel)
Guest self-park	125	2 <sup>nd</sup> and 3 <sup>rd</sup> floors	Logo sign	\$14.00 (Hotel)
Employee	50	3 <sup>rd</sup> and 4 <sup>th</sup> floors	Logo sign	\$30.00 monthly
Event/Public	100 (as needed)	4 <sup>th</sup> floor	Logo sign	Specific to event
Avis	50	4 <sup>th</sup> floor	Logo sign	Per Agreement
Public	169	5 <sup>th</sup> floor		F, B & I rate
ADA	14	1 <sup>st</sup> – 4 <sup>th</sup> floors		F, B & I rate

The fee structure and allotments are designed to keep a certain number of spaces available for transient visitors of the Arena, hotel restaurant, hotel conference rooms, and Festival Market Square.

**DISCUSSION OF THE ISSUE**

**POSITIONS**

The Department of Public Works and the City’s downtown parking administrator support this Resolution.

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**ATTACHMENTS:**

File Name	Description
☐ 9.17.24_Fee__Bond_and_Insurance_Schedule_REDLINE.pdf	Fee, Bond & Insurance Schedule REDLINE 9.30.24
☐ 9.17.24_Fee__Bond_and_Insurance_Schedule_FINAL.pdf	Fee, Bond & Insurance Schedule FINAL 9.30.24

**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: <u>West Michigan &amp; Riverwalk Parking</u>	<u>All parking related revenues and expenses are administered by ABM Parking Services</u>		
	<u>All parking related revenues and expenses are administered by ABM Parking Services</u>		
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		<u>\$8.00</u>
<u>Parking Structure: Hamblin Avenue (698 spaces)</u>			
	<u>First Hour</u>	<u>11-60 Minutes</u>	<u>\$2.00</u>
	<u>Second Hour</u>	<u>61-120 Minutes</u>	<u>\$3.00</u>
	<u>Third Hour</u>	<u>121-180 Minutes</u>	<u>\$4.00</u>
	<u>Fourth Hour</u>	<u>181-240 Minutes</u>	<u>\$5.00</u>
	<u>Fifth Hour</u>	<u>241-300 Minutes</u>	<u>\$6.00</u>
	<u>Sixth Hour</u>	<u>301-360 Minutes</u>	<u>\$7.00</u>
	<u>Seventh Hour</u>	<u>361-420 Minutes</u>	<u>\$8.00</u>
	<u>Eighth – Tenth Hour</u>	<u>421-600 Minutes</u>	<u>\$8.00</u>
	<u>Eleven Hours (or more)</u>	<u>601+ Minutes</u>	<u>\$14.00</u>
<u>Daily Maximum (overnight)</u>			<u>\$14.00</u>
Monthly Permits	Up to \$100.00/vehicle		
Special Events	\$1.00 to \$10.00/vehicle		
Honor Boxes	\$0.25/hr		
<b><u>Lost Ticket Fee</u></b>			
<u>West Michigan Parking Structure</u>	<u>\$8.00</u>		
<u>Hamblin Avenue Parking Structure</u>	<u>\$14.00</u>		

<b>Number of Tickets Within a Year</b>	<b>Fine Amount</b>	<b>Fine if Paid by Close of Next Business Day</b>
First Ticket	Courtesy	
Second and Third Tickets	\$5.00	\$2.00
Fourth and Fifth Tickets	\$10.00	\$5.00

**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.

<b>Description</b>	<b>Current Charges</b>		
<b>Parking Structures: West Michigan &amp; Riverwalk Parking</b>			
	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
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	5th Hour	241-300	\$6.00
	6th Hour	301-360	\$7.00
Maximum	\$8.00/day		\$8.00
<b>Parking Structure: Hamblin Avenue (698 spaces)</b>			
	First Hour	11-60 Minutes	\$2.00
	Second Hour	61-120 Minutes	\$3.00
	Third Hour	121-180 Minutes	\$4.00
	Fourth Hour	181-240 Minutes	\$5.00
	Fifth Hour	241-300 Minutes	\$6.00
	Sixth Hour	301-360 Minutes	\$7.00
	Seventh Hour	361-420 Minutes	\$8.00
	Eighth – Tenth Hour	421-600 Minutes	\$8.00
	Eleven Hours (or more)	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		
<b>Lost Ticket Fee</b>			
West Michigan Parking Structure	\$8.00		
Hamblin Avenue Parking Structure	\$14.00		
<b>Number of Tickets Within a Year</b>		<b>Fine Amount</b>	<b>Fine if Paid by Close of Next Business Day</b>
First Ticket		Courtesy	
Second and Third Tickets		\$5.00	\$2.00
Fourth and Fifth Tickets		\$10.00	\$5.00



Resolution NO. 554

A Resolution seeking to honor the invention of Peanut Butter in the City of Battle Creek.

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the City of Battle Creek, Michigan holds a prominent place in the history of culinary innovations. The invention of peanut butter is a significant milestone in that history which revolutionized both nutrition and cuisine.

In the early 20th century, Dr. John Harvey Kellogg and his team at the Battle Creek Sanitarium were instrumental in developing the first commercial peanut butter product, which has since become a staple in households across the globe.

This groundbreaking invention not only contributed to the advancement of food science but also played a pivotal role in shaping the modern food industry. The legacy of this invention reflects the spirit of innovation and progress that defines the City of Battle Creek.

The City Commission of the City of Battle Creek hereby honors and celebrates the invention of peanut butter, recognizing its profound impact on global nutrition and its enduring association with the City's rich history of innovation. We commend the visionary efforts of those who brought this remarkable product to life and continue to take pride in our city's contributions to culinary advancement.

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Rebecca Forbes, Executive Assistant

**Department:** City Manager

**SUMMARY**

A Resolution seeking to honor the invention of Peanut Butter in the City of Battle Creek.

**BUDGETARY CONSIDERATIONS**

## **HISTORY, BACKGROUND and DISCUSSION**

The City of Battle Creek, Michigan holds a prominent place in the history of culinary innovations. The invention of peanut butter is a significant milestone in that history which revolutionized both nutrition and cuisine.

In the early 20th century, Dr. John Harvey Kellogg and his team at the Battle Creek Sanitarium were instrumental in developing the first commercial peanut butter product, which has since become a staple in households across the globe.

This groundbreaking invention not only contributed to the advancement of food science but also played a pivotal role in shaping the modern food industry. The legacy of this invention reflects the spirit of innovation and progress that defines the City of Battle Creek.

## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

This Resolution has been brought forward by Commissioner Smith with the support of Commissioner Morris and Commissioner O'Donnell.

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#### ATTACHMENTS:

File Name	Description
□ Patent-Peanut_Butter.pdf	Patent

# UNITED STATES PATENT OFFICE.

JOHN H. KELLOGG, OF BATTLE CREEK, MICHIGAN.

## PROCESS OF PRODUCING ALIMENTARY PRODUCTS.

SPECIFICATION forming part of Letters Patent No. 604,493, dated May 24, 1898.

Application filed February 16, 1897. Serial No. 623,711. (No specimens.)

*To all whom it may concern:*

Be it known that I, JOHN H. KELLOGG, of Battle Creek, in the county of Calhoun and State of Michigan, have invented an Improved Process of Producing an Alimentary Product, of which the following is a specification.

My new and improved product is made from edible nuts, preferably peanuts and such other nuts as can be easily blanched or freed from skins, and is a semisolid, having about the same consistence as hard butter or soft cheese.

The preliminary steps of the preferred process or method are the following: The shells of the nuts being removed, the kernels are first blanched by removing the skins, and this may be effected by any of the ordinary methods by soaking the kernels in cold or warm water for a short time and then passing them through a blanching-machine, by which the skins are rubbed off. The next step consists in thoroughly cooking the blanched kernels, which is best done by either boiling them for several hours—say four to six—in water in crocks or vessels set over a fire or placed in an oven, whereby the oil contained in the kernels is fixed and the starch hydrated and in part converted into dextrine. Instead of boiling the kernels they may be roasted. The cooked product is then ground or passed between rollers, and thereby reduced to a pulpy mass. Water is added to the nut paste, preferably in the proportion of one part of the former to two of the latter, by weight, and the two are then thoroughly mixed, thus producing a thick creamy emulsion or soft pasty mass. Such emulsified product is placed in tin cans, which are then sealed hermetically and placed in a retort and subjected for a considerable time to heat between 213° and 240° Fahrenheit, the preferred range being 215° to 230°. The preferred mode of applying heat and pressure is by means of steam; but I do not restrict my process in this regard, since it is practicable to obtain substantially the same result by other methods. Thus the sealed cans may be submerged and heated in a solution of chlorid of calcium or sodium, whose specific gravity raises its boiling-point above 212° and whose pressure on the can counteracts, within certain limits, the internal pressure and bursting tendency due to vaporization and consequent expansion of the water contained in them. Heat

might also be applied by means of heated atmospheric air under compression. The cans should be thus treated from one to four hours to effect the desired change in the nut product. The time will be varied chiefly according to the size of the cans.

By mixing the water as described and by exposure to a high temperature for the time named the product is so modified as to render it a practically new one—that is to say, the nuts are thoroughly cooked before being converted into paste, and the subsequent treatment at 213° or above is not applied to the paste for the purpose of cooking it in the usual sense of the term, but to develop special qualities which are not obtainable by the ordinary cooking. In other words, it is chiefly to develop special flavors in the article which involves a change in consistency or density in a marked degree, so that it becomes a product differing in many ways from the original paste.

At 212° Fahrenheit the product is not hardened, but remains quite soft and pasty and is not agreeable to the taste, while slightly above 240° it develops an acrid quality, which impairs its value as a food. After many experiments it has been found that an intermediate temperature between 215° and 230° is necessary to the best result, it being that at which the product solidifies, changes in color, volume, and taste, and becomes very palatable and easily digestible. The product shrinks sufficiently to enable it to be easily removed by cutting out the head and inverting the can. It is also rendered agreeable in flavor and easily digestible.

For greater definiteness of description it may be further stated that the product is a semisolid or solid having a good degree of tenacity and in consistence ranging ordinarily between soft cheese and hard cheese or dried beef, as well as being slightly brown in color. The same is capable of retaining the forms into which it may be molded or cut, so that it may be handled and used in slices or blocks, &c., as convenience may require.

The product may be cut up in thin or thick slices like cheese and served as desired. It has a decidedly meaty flavor and, with a little salt added, is a very agreeable article of food, which is highly nutritious and may be readily digested by persons who cannot eat nuts in

their natural state. It may be used as a substitute for meat or ordinary butter and utilized in various other ways as a new article of food. Being thoroughly sterilized it will keep indefinitely.

The process or method before described may be varied by omitting the preliminary cooking of the blanched nut-kernels—that is to say, by blanching, grinding, and thus reducing to a fine pulpy mass, then adding water, and cooking as in the first place. The cooking needs also to be continued longer than in the first case. The product obtained differs from the other mainly in color, it being lighter. The proportion of water may be slightly increased or diminished.

Various fruits and farinaceous products may be combined with the ground nut mass and cooked along with the same in the sealed cans, thereby making various wholesome, nutritious, and palatable combinations.

What I claim is—

1. The process of producing the improved alimentary product which consists in blanching and thoroughly cooking nut-kernels, and reducing them to a pulp, then adding water, and sealing the pasty mass in cans, and subjecting such cans to the action of steam at a temperature ranging between 213° and 240° Fahrenheit, for a considerable period, that is

to say until the mass becomes changed or modified, as specified.

2. The process of producing the improved alimentary product which consists in blanching and thoroughly cooking nut-kernels, and reducing them to a pulp, then adding water, and sealing the pasty mass in cans, and subjecting such cans to the action of simultaneous pressure and heat ranging between 213° and 230° Fahrenheit for a considerable period, that is to say until the mass becomes changed or modified, as specified.

3. The process of producing the improved alimentary product described, the same consisting in the following steps, first, blanching the nut-kernels; second, thoroughly cooking them; third, reducing them to a pulp; fourth, adding water in the proportion of about one to two; fifth, sealing the soft, pasty and emulsified mass in tin cans; and, sixth, in subjecting such cans to the action of steam at a temperature ranging from 213° to 240° Fahrenheit for a period varying from one to four hours, whereby the mass becomes converted into a product having the characteristics specified.

JOHN H. KELLOGG.

Witnesses:

WILL. K. KELLOGG,  
NEWTON K. SHELDEN.



Resolution NO. 555

A Resolution seeking authorization for the City Manager to (re)employ, on a part-time basis, up to four (4) retired BCPD police officers (to be named) under 296.09(c).

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the City Manager is authorized to re(employ), on a part-time basis, up to four (4) BCPD retirees for the purpose of placing certifiable officers directly into FTE staffing positions at Bronson Battle Creek Hospital.

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Michelle Hull, HR Director

**Department:** Human Resources

**SUMMARY**

A Resolution seeking authorization for the City Manager to (re)employ, on a part-time basis, up to four (4) retired BCPD police officers (to be named) under 296.09(c).

**BUDGETARY CONSIDERATIONS**

The cost associated with staffing BCPD officers at Bronson Battle Creek (BBC) is covered by the hospital in the most recent contract. On 8/13/2024, the City Commission approved Resolution 517 which authorized the City Manager to enter into a three-year agreement with BBC to provide public safety services. BBC has contracted with the BCPD to staff officers at the hospital 24x7x365. The City has agreed to assign the equivalent of up to 4 FTE's.

For full-time direct hires (eligible for benefits), the employment offer shall not exceed the 48-month rate; currently \$36.47 per hour, under the POLC Nonsupervisory Collective Bargaining Agreement (CBA). For part-time direct hires (no eligibility for fringe benefits), an employment offer shall not exceed \$51.00 per hour.

All associated costs are budgeted for under G/L 101.14.3130.627.010 PDCONT-BRON.



**HISTORY, BACKGROUND and DISCUSSION**

Pursuant to Employment Provision 296.09 (c) "No person shall be employed by the City, or paid with City funds, who has retired under the provisions of . . . the Policemen and Firemen Retirement System . . . The City Manager may make exceptions to this provision, with the approval of the City Commission, when . . . "she" feels the interests of the City would be served thereby."

The City and the Police Officers Labor Council - Nonsupervisory Unit have entered into a Letter of Understanding acknowledging that retired officers, including BCPD retirees may be a good fit for direct hire positions at BBC Hospital. Because hiring retirees and/or certifiable officers directly into BBC positions will mean that the BCPD does not have to force a patrol position, the City Manager believes that the interests of the City would be best served by making an exception to the general prohibition of re-employing City Retirees.

Previously, authorization has been provided via Resolution 198 (7/18/2023) to direct hire full-time officers to support the staffing need. This authorization will allow for the option to staff positions with part-time direct hires (non benefit eligible) so long as the City is meeting the "equivalent of 4 FTE" criteria.

**DISCUSSION OF THE ISSUE**

**POSITIONS**

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ATTACHMENTS:

File Name

Description

No Attachments Available



Resolution NO. 556

A Resolution identifying the 2024-2025 goals for City Attorney William Kim's evaluation criteria.

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Resolved by the Commission of the City of Battle Creek:**

That the City Attorney Performance Evaluation and Salary Review Committee and City Attorney William Kim met on August 28, 2024 and discussed the Organizational Chart, Work Output and Resource Management report, which includes the Goals and Objectives of the City Attorney.

At the City Attorney Performance Evaluation and Salary Review Committee meeting on August 28, 2024, Vice Mayor Sofia shared an update of the Organizational Chart, Work Output and Resource Management document. At that meeting, the City Attorney Performance Evaluation and Salary Review Committee felt the 2024-2025 goals and objectives were ready to be presented to the whole Commission for adoption.

The attached document indicates the goals and objectives upon which City Attorney Kim will be evaluated.

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Victoria L. Houser, City Clerk

**Department:** City Clerk

**SUMMARY**

A Resolution identifying the 2024-2025 goals for City Attorney William Kim's evaluation criteria.

**BUDGETARY CONSIDERATIONS**

There are none directly related to this Resolution.

**HISTORY, BACKGROUND and DISCUSSION**

Section VII - Salary of City Attorney Kim's employment contract provides that he will be evaluated annually on specific criteria developed jointly and approved by the City Commission and Mr. Kim and

communicated to him at the beginning of the evaluation period.

## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

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#### ATTACHMENTS:

File Name	Description
📎 2024_City_Attorney_Performance_Objectives.pdf	City Attorney Performance Objectives



# CITY OF BATTLE CREEK

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## City Attorney Performance Objectives

**GOAL #1: Provide competent, timely, and ethical legal advice and counsel**

- **OBJECTIVE 1A** - The City Attorney's office shall provide competent, timely, and ethical legal services.
- **OBJECTIVE 1B** - Continue to update legal knowledge through legal seminars as well as continuing surveys of changes in law through other sources.

**GOAL #2: Advise and educate the City Commission, City officials, City Administration, City Boards/Committees, and others on legal and ethical issues and other training matters**

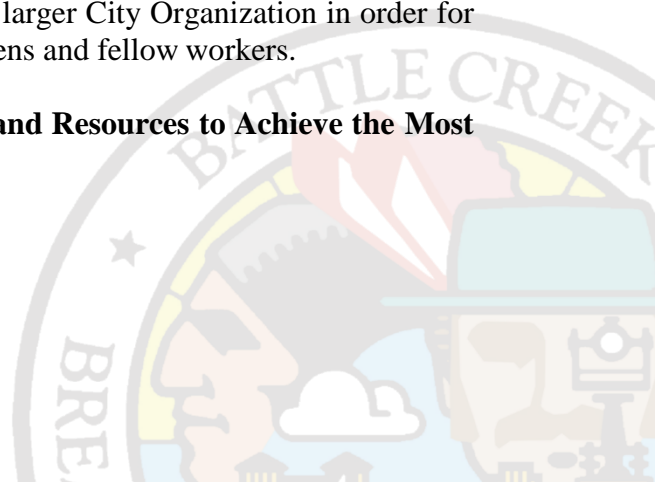
- **OBJECTIVE 2A** – An attorney from the City Attorney's Office shall attend all meetings of, and advise, the City Commission, the Housing Board of Appeals, Planning Commission, Zoning Board of Appeals, Transit Local Advisory Council, Transit Local Coordinating Committee, the Historic District Commission, the Election Commission, as well as other boards, councils, and commissions upon request.
- **OBJECTIVE 2B** – The City Attorney's office will seek input as to legal and/or other staff training that might be needed and work with all Departments to make sure that legal issues are covered in staff's anticipated training schedule as requested. Timely notify the City Commission regarding new lawsuits.

**GOAL #3: The City Attorney's Office will support City and Commission goals. The City Attorney will ensure regular communication and cooperation with the City Manager's office staff**

- **OBJECTIVE 3A** – The City Attorney's Office will have internal communication both within the City Attorney's Office and with the larger City Organization in order for the City to provide quality services to our citizens and fellow workers.

**GOAL #4: The City Attorney will organize the Staff and Resources to Achieve the Most Effective Efficient Level of Service.**

- **OBJECTIVE 4A** – Training and Cross Training
- **OBJECTIVE 4B** – Budget
- **OBJECTIVE 4C** – Workload
- **OBJECTIVE 4D** – Supervision
- **OBJECTIVE 4E** – Succession Planning





Resolution NO. 557

A Resolution seeking to set a Closed Session on a labor matter for September 17, 2024.

**BATTLE CREEK, MICHIGAN - 9/17/2024**

**Resolved by the Commission of the City of Battle Creek:**

That a Closed Session of the City Commission will be held on Tuesday, September 17, 2024, in Room 302A, City Hall, Battle Creek Michigan, pursuant to MCL 15.268(c) for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement as requested by the City; and that, Rebecca Fleury, City Manager, is hereby appointed as the designated secretary to record and prepare appropriate Minutes of this Closed Session.

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Battle Creek City Commission  
9/17/2024

**Action Summary**

**Staff Member:** Rebecca L. Fleury, City Manager

**Department:** City Manager

**SUMMARY**

A Resolution seeking to set a Closed Session on a labor matter for September 17, 2024.

**BUDGETARY CONSIDERATIONS**

None

**HISTORY, BACKGROUND and DISCUSSION**

As permitted under the Michigan Open Meetings Act, a public body, upon a majority vote, may meet in closed session for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing, and the City has requested that closed session; and that, Rebecca Fleury, City Manager, is hereby appointed as the designated secretary to record and prepare appropriate Minutes of this Closed Session.

## **DISCUSSION OF THE ISSUE**

### **POSITIONS**

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#### ATTACHMENTS:

File Name

Description

No Attachments Available