



Regular Council Meeting
May 13, 2024
Executive Summary

Item #	Summary
9A-B	<p>Description: Items for Action by Unanimous Consent</p> <p>Recommended Action: Motion to approve the consent agenda as presented.</p>
10A	<p>Description: Hastings Pride Committee Festival</p> <p>Recommended Action: Motion to approve, under the direction of staff, the Hastings Pride Committee to sell merchandise and accept donations from 1:00 PM until 6:00 PM on Saturday June 29, 2024, at the Thornapple Plaza.</p>
10B	<p>Description: Resolution 2024-11: Budget Fiscal Year 2024-2025</p> <p>Recommended Action: Motion to adopt Resolution 2024-11 to enact the General Appropriations Act for Fiscal Year 2024/2025, and to approve the operating budgets for said year, and to establish the property tax millage rates to support the budget.</p>
10C	<p>Description: Resolution 2024-12: LDFA</p> <p>Recommended Action: Motion to adopt Resolution 2024-12 to dissolve the Local Development Finance Authority (LDFA) as recommended by the LDFA Board per LDFA Resolution 01-2024 adopted April 25, 2024.</p>



City of *Hastings* Michigan

(269) 945-2468
FAX (269) 948-9544

201 E. State Street 49058

Item #	Summary
10D	<p>Description: Resolution 2024-13: MDOT Agreement</p> <p>Recommended Action: Motion to adopt Resolution 2024-13 authorizing the Mayor and Deputy Clerk to sign the MDOT agreement for the pedestrian island on M-43.</p>
10E	<p>Description: DIRECTV Video Franchise Agreement</p> <p>Recommended Action: Motion to approve the video franchise agreement with DirectTV, LLC for a ten-year period with a video service provider fee of ___%.</p>
10F	<p>Description: Fish Hatchery Park Restroom Building</p> <p>Recommended Action: Motion to approve the proposal from Bultsma Construction Company to build the Fish Hatchery Park restroom building for a total price of \$447,058.20.</p>
10G	<p>Description: Alum Tank Design</p> <p>Recommended Action: Motion to approve the proposal from Infrastructure Alternatives, Inc. (IAI) for design services to improve the Alum Tank at the Wastewater Treatment Plant (WWTP) for \$12,900.</p>
10H	<p>Description: Cemetery Wickham Contract</p> <p>Recommended Action: Motion to approve the proposed three (3) year contract extension with Wickham Cemetery Care, LLC, for maintenance and sexton services at Riverside Cemetery, for the original 2018 price of \$1,605.77 per week or \$83,500 per year.</p>



City of *Hastings* Michigan

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201 E. State Street 49058

Item #	Summary
10I	<p>Description: Cemetery Landscaping</p> <p>Recommended Action: Motion to approve the proposal from Harder & Warner to provide improved landscaping at the Riverside Cemetery's north entrance for a sum not to exceed \$5,523.90.</p>
10J	<p>Description: Michigan Mutual Aid Box Alarm System Association Agreement</p> <p>Recommended Action: Motion to authorize the Michigan Mutual Aid Box Alarm System Association Agreement and the City of Hastings' participation therein.</p>
10K	<p>Description: Public Hearing, Special Assessment District</p> <p>Recommended Action: Motion to set a public hearing on May 28, 2024, at 7:00 PM to determine the necessity of a special assessment district for downtown parking areas.</p>

City Council Agenda
May 13, 2024

1. Regular meeting called to order at 7:00 PM
2. Roll call
3. Pledge to the flag
- * 4. Approval of the agenda
- * 5. Approval of the minutes of the April 22, 2024, workshop and regular meeting
- √ 6. Public Hearings:
 - * A. Accept public comment regarding the Fiscal Year 2024-2025 operating budget and millage rates.
7. Public Comment:
8. Formal Recognitions and Presentations:
 - A. Mayor Tossava to present the American Legion Poppy Days Proclamation to Darlene Hopkins, VP of the American Legion auxiliary.
 - B. Mayor Tossava to present the Motorcycle Awareness Month Proclamation to Joshua Winkelstein.
 - C. Presentation from Dave Hatfield, Barry County Commissioner.
- √ 9. Items for Action by Unanimous Consent:
 - * A. Consider request from American Legion Post 45 Parade Chairman, James Atkinson, to hold its annual Memorial Day Parade on Monday, May 27, 2024, starting at 9:30 AM.
 - * B. Receive and place on file twelve (12) invoices totaling **\$196,897.30** as detailed in attachments.
- √ 10. Items of Business:
 - * A. Consider, under the direction of staff, the request from the Hastings Pride Committee to sell merchandise and accept donations from 1:00 PM until 6:00 PM on Saturday June 29, 2024, at the Thornapple Plaza.

- * B. Consider adopting **Resolution 2024-11** to enact the General Appropriations Act for Fiscal Year 2024/2025, and to approve the operating budgets for said year, and to establish the property tax millage rates to support the budget.
 - * C. Consider adopting **Resolution 2024-12** to dissolve the Local Development Finance Authority (LDFA) as recommended by the LDFA Board per LDFA Resolution 01-2024 adopted April 25, 2024.
 - * D. Consider adopting **Resolution 2024-13** authorizing the Mayor and Deputy Clerk to sign the MDOT agreement for the pedestrian island on M-43.
 - * E. Consider approval of a video franchise agreement with DirectTV, LLC for a ten-year period and set the video service provider fee.
 - * F. Consider approval of the proposal from Bultsma Construction Company to build the Fish Hatchery Park restroom building for a total price of **\$447,058.20**.
 - * G. Consider approval of the proposal from Infrastructure Alternatives, Inc. (IAI) for design services to improve the Alum Tank at the Wastewater Treatment Plant (WWTP) for **\$12,900**.
 - * H. Consider approval of the proposed three (3) year contract extension with Wickham Cemetery Care, LLC, for maintenance and sexton services at Riverside Cemetery, for the original 2018 price of \$1,605.77 per week or **\$83,500 per year**.
 - * I. Consider approval of the proposal from Harder & Warner to provide improved landscaping at the Riverside Cemetery's north entrance for a sum not to exceed **\$5,523.90**.
 - * J. Consider authorizing the Michigan Mutual Aid Box Alarm System Association Agreement and the City of Hastings' participation therein.
 - * K. Consider setting a public hearing for May 28, 2024, at 7:00 PM to determine the necessity of a special assessment district for downtown parking areas.
11. Staff Presentations and Policy Discussions (None)
12. City Manager Report:
- * A. Public Services Director Tate Monthly Report
 - * B. Fire Chief Jordan Monthly Report
 - * C. Library Director Hemerling Monthly Report
- √ 13. Reports and Communications:
- * A. April 18, 2024, Draft DDA Minutes
 - * B. April 25, 2024, Draft LDFA Minutes
 - * C. May 1, 2024, Draft Library Board Minutes
 - * D. May 2024 Calendar
14. Public Comment:
15. Mayor and Council comment:

16. Adjourn

- * Items with enclosures.
- √ Motion under agenda heading requires roll call vote.

Guidelines for Public Comment

Public Comment is welcomed and appreciated. Please follow these simple guidelines to ensure all have an opportunity to be heard.

All comments and questions will be made through the chair. All comments will be made in a courteous and civil manner; profanity and personal attacks will not be tolerated. Please limit the length of your comments to 3 minutes. If you are a member of a group, please appoint a spokesperson to speak on behalf of the group (those speaking on behalf of a group may be provided additional time). Please state your name before offering comment.

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Workshop Minutes
April 22, 2024

1. Workshop called to order at 6:00 PM
2. Roll call

Present at roll call were Barlow, Brehm, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

City staff and appointees present: Moyer-Cale, Bever, Boulter, Hemerling, Jordan, King, and Tate.

Councilmember Bowers arrived at 6:52 PM.
3. Pledge to the flag
4. Approval of the agenda

Motion by Brehm, with support from McLean, to approve the agenda as presented.

All ayes. Motion carried.
5. City Manager Sarah Moyer-Cale presented the proposed FY 2024-2025 Operating Budget.
6. Council Questions: None.

Questions from Furrow, Jarvis, Resseguie, and Tossava.
7. Open Public Discussion: None.
8. Adjourn

Motion by McLean, with support from Resseguie, to adjourn at 6:57 PM.

All ayes. Motion carried.

Read and Approved:

David J. Tossava, Mayor

Amy Hubbell, Deputy City Clerk

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Minutes
April 22, 2024

1. Regular meeting called to order at 7:02 PM

2. Roll call

Present at roll call were Barlow, Bowers, Brehm, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

City staff and appointees present: Moyer-Cale, Bever, Boulter, Hemerling, Jordan, King, and Tate.

3. Pledge to the flag

* 4. Approval of the agenda

Motion by Barlow, with support from McLean, to approve the agenda as presented.

All ayes. Motion carried.

* 5. Approval of the minutes of the April 8, 2024, regular meeting

Motion by Brehm, with support from Resseguie, to approve the minutes of the April 8, 2024, regular meeting.

Ayes: Barlow, Bowers, Brehm, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

Nays: None.

Absent: None.

Motion carried.

√ 6. Public Hearings: (None)

7. Public Comment:

8. Formal Recognitions and Presentations:

A. Presentation from Dave Hatfield, Barry County Commissioner.

Questions and comments from Barlow and McLean.

√ 9. Items for Action by Unanimous Consent:

* A. Accept a donation from the Baum Family Foundation in the amount of \$50,000 for Hastings Live Performances at Thornapple Plaza.

Motion by Brehm, with support from Barlow, to accept a donation from the Baum Family Foundation in the amount of \$50,000 for Hastings Live Performances at Thornapple Plaza.

Ayes: Barlow, Bowers, Brehm, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

Nays: None.

Absent: None.

Motion carried.

- * B. Receive and place on file 20 invoices totaling **\$516,528.77** as detailed in attachments.

Motion by McLean, with support from Jarvis, to receive and place on file 20 invoices totaling \$516,528.77 as detailed in attachments.

Ayes: Barlow, Bowers, Brehm, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

Nays: None.

Absent: None.

Motion carried.

- √ 10. Items of Business:

- * A. Consider approval of a letter of support for a USDA grant being submitted by the Barry Community Foundation as presented.

Motion by Resseguie, with support from Furrow, to approve a letter of support for a USDA grant being submitted by the Barry Community Foundation as presented.

Ayes: Barlow, Bowers, Brehm, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

Nays: None.

Absent: None.

Motion carried.

- * B. Consider approval of a proposal for Riverside Cemetery memorial phase one project services by MCSA Group, Inc. in the amount of **\$18,270**.

Question from Bowers.

Motion by Nesbitt, with support from McLean, to approve a proposal for Riverside Cemetery memorial phase one project services by MCSA Group, Inc. in the amount of **\$18,270**.

Ayes: Barlow, Bowers, Brehm, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

Nays: None.

Absent: None.

Motion carried.

- * C. Consider scheduling a public hearing to accept comment regarding the 2024-2025 operating budget and millage rates on Monday, May 13, 2024, at 7:00 PM.
- Motion by Resseguie, with support from Jarvis, to schedule a public hearing to accept comment regarding the 2024-2025 operating budget and millage rates on Monday, May 13, 2024, at 7:00 PM.
- Ayes: Barlow, Bowers, Brehm, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.
Nays: None.
Absent: None.
Motion carried.
11. Staff Presentations and Policy Discussions (None)
12. City Manager Report:
City Manager Moyer-Cale addressed council.
- * A. Police Chief Boulter presented his monthly report.
Comments from Police Chief Boulter.
Questions and comments from Jarvis and Tossava.
- * B. City Clerk/Treasurer Bever presented his monthly financial reports.
- * C. Community Development Director King presented his monthly report.
- √ 13. Reports and Communications:
- * A. March 13, 2024, Riverside Cemetery Preservation Advisory Board Minutes
Motion by Barlow, with support from McLean, to accept and place on file item 13.A.
All ayes. Motion carried.
14. Public Comment:
Dr. Ken Merriman – Riverside cemetery design
15. Mayor and Council comment:
Comments from Barlow, Nesbitt, Resseguie, and Tossava.
16. Adjourn
Motion by McLean, with support from Resseguie, to adjourn at 7:29 PM.
All ayes. Motion carried.

Read and Approved:

David J. Tossava, Mayor

Amy Hubbell, Deputy City Clerk

DRAFT



Official Proclamation

City of Hastings, Michigan



May 17 through May 18, 2024, Declared Poppy Drive Days in Hastings

Whereas: the red poppy has become an international symbol of the sacrifice of lives in war, and the hope that none have died in vain; and

Whereas: the Poppy reminds Americans each year that the men and women who have served and those who have died for their country need to be remembered, and

Whereas: the American Legion Auxiliary is the world's largest women's patriotic service organization, with membership of three-quarter million women directly related to a veteran who served during a time of U.S. declared war or conflict; the American Legion Auxiliary's mission to serve veterans, the military, and their families is carried out through the outreach program services delivered by its members, volunteering in more than 9,000 communities nationwide; and

Whereas: for the past one hundred and three years, Poppy Drive efforts have supported projects and organizations that benefit active-duty servicemen, veterans and their families, and

Whereas: we recognize the dedicated volunteers of the American Legion Auxiliary or Lawrence J. Bauer Auxiliary for their continued tradition of service to active duty military members, veterans and their families;

Now, Therefore, be it resolved that I, Mayor David J. Tossava, on behalf of the City of Hastings and the Hastings City Council, do hereby proclaim Friday, May 17, through Saturday, May 18, 2024 as **American Legion Auxiliary Poppy Days** in Hastings, Michigan.

IN WITNESS WHEREOF, I have hereunto set my Hand and caused the Official Seal of the City of Hastings, Michigan, to be affixed this the 13th day of May 2024.



David J. Tossava
David J. Tossava, Mayor

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

MOTORCYCLE AWARENESS MONTH

- Whereas:** The City of Hastings has many citizens who are concerned about motorcycle safety while touring, during recreation, and daily transportation; and
- Whereas:** The month of May is the nationally recognized month motorcycles become more prevalent on our streets; the need to be more aware of their presence is of the utmost urgency; and
- Whereas:** Due to the Pure Michigan advertising campaign and the modification of the Michigan helmet law many out of State riders will be visiting our State and using our roads, and
- Whereas:** An overwhelming number of car versus motorcycle accidents could be avoided with due regard, respect, and awareness of motorcycles on the streets and intersections of the City of Hastings; and
- Whereas:** The inclusion of Motorcycle Awareness provided by ABATE of Michigan as a distinct part of the driver education curriculum and motorcycle rider education programs will help to promote safe driving and motorcycle riding practices, and
- Whereas:** It is in the interest of our community and the citizens of the City of Hastings to note the increase in the amount of motorcycle traffic as we enter the warm months, to enable the reduction of accidents and injuries involving motorcyclists;

Now, therefore, be it resolved, that I, David J Tossava, Mayor of the City of Hastings, do hereby declare May 2024 as

MOTORCYCLE AWARENESS MONTH IN HASTINGS, MICHIGAN



IN WITNESS WHEREOF, I have hereunto set my Hand and caused the Official Seal of the City of Hastings, Michigan, to be affixed this 13th day of MAY 2024

A handwritten signature in blue ink, which appears to read "David J Tossava". The signature is written in a cursive style and is positioned above a horizontal line.

David J Tossava, Mayor

Hastings American Legion
Lawrence J. Bauer Post Number 45

April 23, 2024
City of Hastings
201 E. State Street
Hastings, Michigan 49058

Attention: Mayor and City Council

Lawrence J. Bauer American Legion Post 45 requests permission to hold its annual Memorial Day Parade on Monday, May 27, 2024. The parade will form at the corner of Boltwood Street and State Street at 8:30 a.m., and the parade will step off at 9:30 a.m.

This year's route will be west on State Street to North Broadway, north on Broadway to the Veterans Memorial where two wreaths will be placed; one honoring all veterans and one a POW-MIA wreath. A rifle salute will be followed by TAPS, and then there will be a short presentation honoring all veterans.

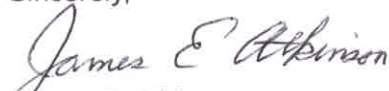
The next stop will be on the bridge to place a wreath in the Thornapple River in honor of military personnel who have served on and under the seas. The honor guard will fire a rifle salute followed by TAPS.

Riverside Cemetery will be the final stop at the GAR Monument at the end of the Avenue of Flags. Memorial Day ceremonies will be held there. The grave of the most recently buried veteran at Riverside Cemetery will receive the final wreath and honors of the event.

As in previous years, no political signs, banners, posters, sirens or horns will be allowed in the parade, and participants will not be allowed to distribute candy or handouts to spectators. This is a solemn occasion to honor present and past military personnel who have given the ultimate sacrifice to uphold the freedom and ideals of America.

To register for the parade please call Post 45 at 269-953-6998 or email: hastingslegionpost45@gmail.com

Sincerely,



James E. Atkinson
Parade Chairman

Copies to:

Commander, Lawrence J. Bauer American Legion Post 45
Mayor of the City of Hastings
Dale Boulter, Hastings Chief of Police
Barry County Sheriff
Michigan State Police
WBCH
Barry County Chamber of Commerce
J-Ad Graphics - Banner and Reminder

Summary - City of Hastings Invoices
City Council Meeting
May 13, 2024

9.B

No.	Vendor	Amount	Description (with date paid)
1	Landscape Forms Inc	\$55,870.00	5/2/2024 Streetscape seating, tables, recycling and litter receptacles
2	Hastings Michigan Ave LLC	\$35,785.79	5/2/2024 Brownfields Payment Incentives/Tax Refund for 128 Lofts
3	Advantage Plumbing and Drain	\$16,680.00	5/2/2024 Lead Line Replacements
4	MCSA Group, Inc.	\$15,774.00	4/17/2024 Fish Hatchery Park Restroom Design
5	Crystal Flash	\$13,399.32	4/17/2024 Gasoline
6	WaterSolve, LLC	\$11,880.00	5/2/2024 WWTP - 8 450 lb drums of polymer
7	Detroit Salt Company	\$9,897.27	4/17/2024 Rock Salt for roads
8	Axon Enterprise Inc.	\$9,810.19	5/2/2024 Body Cameras, licenses, Evidence Storage
9	EJ USA, Inc.	\$8,582.94	5/2/2024 Fire Hydrants
10	Detroit Salt Company	\$6,541.81	5/2/2024 Rock Salt for roads
11	Professional Pavement Products Inc.	\$6,480.98	4/17/2024 Modular Median for Road
12	W. Soule & Co.	\$6,195.00	4/17/2024 Plug Valve Replacement
12	Invoices	\$196,897.30	

Invoice

23 - 24 -

YEAR

Invoice Date: 4/25/2024
 Reference/P.O.#: signed quote
 Order #: 0000384498
 Invoice #: 0000199457
 Project: City of Hastings - Streetscape Improvements

Please remit to our lockbox:
 LANDSCAPE FORMS, INC
 PO BOX 78000
 DEPT. 78073
 DETROIT, MICHIGAN 48278-0073

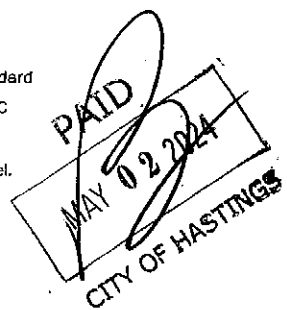
Bill To: City of Hastings
 Accounts Payable
 201 E. State St.
 Hastings, MI 49058

Ship To: City of Hastings
 301 E Court St.
 Attn: Travis Tate
 269-945-6006
 Hastings, MI 49058

Contact: Accounts Payable

Shipped: 4/25/2024 Ship Via: Common Carrier Ship Track#: Midlink Logistics 9711659 Terms: NET 30 DAYS

Item:	Qty Shp	Unit Price:	Total Price:
21 CHAIR: Backed chair, No Arms.C1: SILV C2: SILV	18	510.00	9,180.00
21 CHAIR: Backed chair, With Arms.C1: SILV C2: SILV	18	530.00	9,540.00
CHIPMAN STOOL: Bar height.C1: SILV	8	720.00	5,760.00
TABLE: Catena top, 36" dia., w/out umbrella hole, 23" Catena surface mount base.C1: SILV C2: SILV	4	1,320.00	5,280.00
CHIPMAN TABLE: Round 36" Table, Standing Height (42" height), surface mount. No umbrella hole.C1: SILV C2: SILV	2	1,420.00	2,840.00
SCARBOROUGH RECYCLING: Strap insert with sign plates. Dual Use Side Opening: Opening 1 - Standard Opening; Opening 2 - Standard Opening . Sign 1: Design 17. Sign 2: Design 06. Black Liner.C1: BLAC	6	1,890.00	11,340.00
SCARBOROUGH LITTER RECEPTACLE: w/liner. 25" dia. x 40"h, side opening. Vertical strap side panel. Freestanding/surface mount. Black Liner.C1: BLAC	6	1,460.00	8,760.00
Shipping & Handling -	1	3,170.00	3,170.00



LAST ITEM

Payment/Credit from Document:

*** Sales tax, if applicable, has been added to this invoice unless we have received a tax-exempt certificate. If purchaser is indeed tax exempt, please submit certificate with payment.

Subtotal *****
 Sales Tax *****
 Payment/Credit Amount *****

Balance Due: USD

Page: 1

FOR OFFICE USE:

Cust #: 9LAC7
 Sales: MI6

Landscape Forms, Inc. Corporate Address:
 7800 E. Michigan Avenue
 Kalamazoo, MI 49048-9543
 PH: 800/521-2546 FX: 269/381-3455
 Federal ID.# 38-1897577
 GST#: 884246792RT0001
 Dun # 04-923-8383
 FSC#: NC-000-001261

Invoice

Invoice Date: 4/25/2024
Reference/P.O.#: signed quote
Order #: 0000384498
Invoice #: 0000199457
Project: City of Hastings - Streetscape Improvements

Please remit to our lockbox:
LANDSCAPE FORMS, INC
PO BOX 78000
DEPT. 78073
DETROIT, MICHIGAN 48278-0073

Bill To: City of Hastings
Accounts Payable
201 E. State St.
Hastings, MI 49058

Ship To: City of Hastings
301 E Court St.
Attn: Travis Tate
269-945-6006
Hastings, MI 49058

Contact: Accounts Payable

Shipped: 4/25/2024 Ship Via: Common Carrier Ship Track#: Midlink Logistics 9711659 Terms: NET 30 DAYS

Item: Qty Shp Unit Price: Total Price:

*** Purchaser shall pay all costs and expenses paid or incurred by Seller in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and costs. Balances on invoices not paid within thirty (30) days of date of invoice or within an alternate period of time as determined and indicated by Seller, shall incur interest at a rate of eighteen percent (18%) per annum. No cash discounts shall be allowed.

Subtotal	55,870.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance Due: USD	55,870.00

Page: 2

FOR OFFICE USE:

Cust #: 9L4C7
Sales: MI6

landscapeforms

Landscape Forms, Inc. Corporate Address:
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
PH: 800/521-2546 FX: 269/381-3455
Federal I.D.# 38-1897577
GST#: 894246792RT0001
Dun # 04-923-8368
FSC#: NC-COC-001261

FISCAL 23-24-

530

City of Hastings

71000



YEAR

201 East State Street • Hastings, Michigan 49058

269.945.2468 • FAX 269.948.9544

FEIN 38-6004562

PURCHASE ORDER

MAY 2, 2024
DATE

Vendor Name _____

Department BROWNFIELDS FUND (243)

HASTINGS MICHIGAN AVE LLC
5000 KENDRICK ST. SE
GRAND RAPIDS, MI 49512

Ship To Address _____

Vendor Number _____

Item Description	Account Number	Price	Project Number	Received Y or N
NEZ PAYMENT (ACCTS PAYABLE)	243-000-202-000	\$28,837.02		
REFUND OF TAXES PAID	243-100-665-000	\$6,948.77		
PAID MAY 2 2024				
CITY OF HASTINGS		TOTAL	\$35,785.79	

Special Instructions

PAYMENT FOR TAX INCENTIVES ASSOCIATED W/ DEVELOPMENT;
REFUND OF TAXES THAT WILL OVERPAID

Requested by _____

Department Head Approval [Signature] 5/2/24

City Manager Approval [Signature]
(IF OVER \$300)

5/2/24
DATE

City Council Approval _____
(IF OVER \$5000) MEETING DATE

2358



Phone # 2699450300
Fax # (269) 948-4932
service@advantageplumbinganddrain.com

Invoice

Date	Invoice #
4/1/2024	79281
Terms	Due Date
Net 15	4/16/2024

FISCAL

Bill To
City of Hastings
201 E State St
Hastings MI 49058

23-24-

YEAR

Job Location
City of Hastings
Lead Line Replacements
Hastings, MI 49058

Date Of Service	Tech	P.O. No.
4/1/2024	NickT	FALL 23'

Item	Qua...	Description	Amount
PLUMBING SERVICE	12	Fall 23' Lead Line Replacement	16,680.00
	-	*924 E Mill St Completed 03/05/2024	
	-	*824 E Mill St Completed 03/06/2024	
	-	*826 W Mill St Completed 03/06/2024 E	
	-	*804 E Mill St Completed 03/07/2024	
	-	*708 E Mill St Completed 03/11/2024	
	-	*700 E Mill St Completed 03/12/2024	
	-	*527 E Mill St Completed 03/13/2024 OK	
	-	*636 E Mill St Completed 03/14/2024	
	-	*544 E Mill St Completed 03/18/2024	
	-	*610 E Thorn St Completed 03/19/2024	
	-	*628 E Mill St Completed 03/20/2024	
	-	*413 Michigan St Completed 04/01/2024 N	

PAID
MAY 02 2024
CITY OF HASTINGS

Total	\$16,680.00	Payments/Credits	\$0.00	Balance Due	\$16,680.00
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REMITTANCE ADVICE: Payment in full is due upon receipt of the invoice, unless otherwise agreed upon. An automatic 3.5% processing fee will be applied to payments being made with debit/credit card. A service charge will be computed by a Periodic Rate of 1-1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, applies to the previous balance deducting current payment & credits appearing on your invoice.

*****PORTA-JOHN RENTALS*****
Customer assumes all liability of porta john unit, including, but not limited to theft, vandalism, damage & loss. Unless customer pays an additional \$5 / unit / billing cycle. Please contact office to set up insurance if interested.

Please detach and include with payment. Thank You!

City of Hastings 201 E State St Hastings MI 49058	Invoice #	Balance Due	\$16,680.00
	79281		
			Amount paid: \$ _____

Please remit payment to:
Advantage Plumbing and Drain
1690 E State St., Hastings, MI 49058

Help Advantage Plumbing & Drain go paperless! To receive electronic invoices, please enter your email here:



FISCAL
23 - 24 -
YEAR

529 Greenwood Avenue S.E.
East Grand Rapids, MI 49506
616.451.3346

City of Hastings
Sarah Moyer-Cale, City Manager
201 East State Street
Hastings, MI 49058

Invoice number 2
Date 04/11/2024

Project **2218 FISH HATCHERY PARK
RESTROOM BUILDING**

Invoice Period: March 1-31, 2024

Professional Services for the Design Development, Construction Documents, Bidding and Construction Administration for the Fish Hatchery Park Restroom Building for the City of Hastings.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Design Development	9,320.00	62.66	5,256.00	5,840.00	3,480.00	584.00
Construction Documents	13,228.00	51.52	0.00	6,815.00	6,413.00	6,815.00
Construction Administration	13,718.00	0.00	0.00	0.00	13,718.00	0.00
Soil Borings	6,175.00	100.00	0.00	6,175.00	0.00	6,175.00
Survey	2,200.00	100.00	0.00	2,200.00	0.00	2,200.00
Civil Engineering	3,000.00	0.00	0.00	0.00	3,000.00	0.00
Total	47,641.00	44.14	5,256.00	21,030.00	26,611.00	15,774.00

Invoice total **15,774.00**

INVOICE SUMMARY

Description	Prior Billed	Total Billed	Current Billed
Design Development	5,256.00	5,840.00	584.00
Construction Documents	0.00	6,815.00	6,815.00
Construction Administration	0.00	0.00	0.00
Soil Borings	0.00	6,175.00	6,175.00
Survey	0.00	2,200.00	2,200.00
Civil Engineering	0.00	0.00	0.00
Total	5,256.00	21,030.00	15,774.00

PAID
APR 17 2024
CITY OF HASTINGS

INVOICE

Crystal Flash
100% EMPLOYEE-OWNED
PO Box 1804 • Grand Rapids, MI 49501-1804

Invoice #	Account #	TOTAL DUE:	\$13,399.32
62400	394982		
Due Date	Check #	Amount Enclosed	
04/25/24			

FISCAL

23 - 24 -

CITY OF HASTINGS
201 E STATE ST
HASTINGS, MI 49058-1954

YEAR



Crystal Flash Inc.
PO Box 1804
Grand Rapids, MI 49501-1804



PAY YOUR BILL ONLINE

Sign up for paperless billing & 24/7 account access.

Please detach and return above portion with your payment.

INVOICE

Crystal Flash
100% EMPLOYEE-OWNED
PO Box 1804 • Grand Rapids, MI 49501-1804

Invoice #	Invoice Date	Ship Date
62400	04/10/24	04/10/24

Bill of Lading #	Ship Via/Comment	Ship To
357080182	CRYSTAL FLASH CENTRAL	CITY OF HASTINGS 110 E MILL ST HASTINGS, MI 4905800
Purchase Order #		
71831		

PRODUCT	DESCRIPTION	UNIT PRICE	QUANTITY	EXTENDED PRICE
31	NL E10 87	2.668864	5000.000	\$13,344.32
	MUSTFA	0.010000	5000.000	\$50.00
	FED LUST	0.001000	5000.000	\$5.00

PAID
APR 17 2024
CITY OF HASTINGS

Due Date	TOTAL DUE:	\$13,399.32
04/25/24		

Make checks payable to Crystal Flash.

DID YOU KNOW? The employee owners of Crystal Flash are committed to creating positive change in the communities we live and serve. Our team supports over 125 local parades, community fairs and impactful charities each year.

Our three main areas of focus:

- AGRICULTURE & RURAL LIFE ADVANCEMENT
- VETERANS ASSISTANCE
- CANCER RESEARCH & ASSISTANCE

Include account number on your check. If mailing, please allow 5 business days to reach our office. Manage your account, order fuel, make ePayments and more using our online customer portal, my.crystalflash.com. Questions about this invoice? Call 800.875.4851. We appreciate your business.



WaterSolve, LLC
 5031 68th Street SE
 Caledonia, Michigan 49316

2519

FISCAL

23-24-

YEAR

Invoice

DATE	INVOICE #
4/4/2024	10009

BILL TO:

City of Hastings Purchasing
 201 E. State St.
 Hastings, MI 49050

SHIP TO:

Hastings Wastewater Treatment Plant
 825 W. Apple Street
 Hastings, MI 49058
 1-616-821-1774
 Attn: Jacob Norris

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
70368	Net 30	GL	4/4/2024	R&L	Delivered	H032624 - 8 drums Sol...

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
3,600	Solve 9274 Drum	Solve 9274 8 - 450 lb. Drums	3.30	11,880.00

PAID
 MAY 02 2024
 CITY OF HASTINGS

Subtotal

\$11,880.00

Thank you for your business.
 WaterSolve Standard Terms & Conditions apply.

Sales Tax (6.0%)
TOTAL

\$0.00

\$11,880.00



FISCAL

23 - 24 -

YEAR

12841 Sanders Street
Detroit, MI 48217
Phone No. 313-841-5144
Fax No. 313-841-0466
ar@detroitssalt.com

Sell-to
HASTINGS CITY
BETTY HARTMAN
201 E STATE ST
Hastings, MI 49058
UNITED STATES

Ship-to
HASTINGS CITY
HASTINGS
301 E COURT ST
HASTINGS, MI 49058

Invoice No. SI24-26145
Posting Date 04/01/24
Payment Terms NET 30
Due Date 05/01/24
P.O.
Customer No. MIHAS02

Ticket No.	Date	Order	Location	Product	Qty	Rate	Amount	Tax Amount	Total
881982	04/01/24	SO24-14589	007	ROCK SALT	48.52	\$66.59	\$3,230.95		\$3,230.95
881983	04/01/24	SO24-14589	007	ROCK SALT	48.65	\$66.59	\$3,239.60		\$3,239.60
881984	04/01/24	SO24-14589	007	ROCK SALT	51.46	\$66.59	\$3,426.72		\$3,426.72
Invoice Total					148.63		\$9,897.27		\$9,897.27

Total Invoice

\$9,897.27

PAID
APR 17 2024
CITY OF HASTINGS

QUESTIONS? PLEASE CALL 313-841-5144

FEDERAL ID 38-3341484

PLEASE NOTE: OUR REMITTANCE ADDRESS HAS CHANGED

Please remit payment to: Detroit Salt Company, PO Box 874127 Kansas City, MO 64187-4127

3133

Invoice



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

Invoice ID INUS242593
 Date 15-Apr-24
 Page 1 of 3
 Sales Order
 Requisition
 Your Ref Q452383,
 Our Ref , Q-452383,
 Payment Net 30 days
 Invoice Account 134338
 Terms of Delivery FCA

FISCAL

23-24-

YEAR

BILL TO

Hastings Police Dept - MI
 201 E State St
 Hastings, MI 49058-1954
 USA

SHIP TO

Hastings Police Dept - MI
 201 E State St
 Hastings, MI 49058-1954
 USA

Ship to*	Bundled item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
1	ProLicense	Pro License Bundle	2.00		1,034.64
1	BasicLicense	Basic License Bundle	9.00		1,790.64
1	BWCamM8DTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2.00		848.87
1	BWCamTAP	Body Worn Camera TAP Bundle	11.00		4,378.44
1	Flex2C	Flex 2 Camera Bundle	11.00		0.00
1	Flex2MBD	Flex 2 Multi-Bay Dock Bundle	2.00		0.00

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
11	1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE Tax Date 15-Apr-24 Shipment Date:	200.00	33.00	1,320.00
12	1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE Tax Date 15-Apr-24 Shipment Date:	110.00	4.40	96.80

PAID
 MAY 02 2024
 CITY OF HASTINGS

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS242593	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS242593	Reference No INUS242593	Tempe, AZ 85283
					Reference No INUS242593

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 8321763B2
 UEI Number: TBW7MGPYURM7

Invoice

Invoice ID INUS242593
 Date 15-Apr-24
 Page 2 of 3
 Sales Order
 Requisition
 Your Ref Q452383,
 Our Ref , Q-452383,
 Payment Net 30 days
 Invoice Account 134338
 Terms of Delivery FCA

BILL TO

Hastings Police Dept. - MI
 201 E State St
 Hastings, MI 49058-1954
 USA

SHIP TO

Hastings Police Dept. - MI
 201 E State St
 Hastings, MI 49058-1954
 USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
13	1	73840	AXON EVIDENCE - ECOM LICENSE - BASIC Tax Date 15-Apr-24 Shipment Date:	9.00	120.00	216.00
14	1	73746	AXON EVIDENCE - ECOM LICENSE - PRO Tax Date 15-Apr-24 Shipment Date:	2.00	312.00	124.80

Sales Amount	9,810.19
Misc. Charge	0.00
Discount	0.00
Sales Tax	0.00
Total	9,810.19
Amount Received	0.00
Payment Due 15-May-24	BALANCE DUE USD 9,810.19

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS242593	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS242593	Reference No INUS242593	Tempe, AZ 85283
					Reference No INUS242593

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



EJ USA, Inc.
 PO Box 644873
 Pittsburgh, PA 15264-4873
 800 626 4653

Invoice 110240013611

Invoice Date 03/07/24
 Due Date 04/05/24
 Order No. 0001700524
 Customer No. 20037800
 Customer PO 71314
 Job Name
 Job Number S2

FISCAL

23 - 24 -

YEAR

Bill To:
 1381 1 AB 0.547 E0059X I0120 D12550259828 S2 P10185432 0001:0001

Ship To:



CITY OF HASTINGS
 Attention Accounts Payable
 201 E STATE ST
 HASTINGS MI 49058-1954

City of Hastings
 301 East Court Street
 Hastings MI 49058

Line	Item No.	Description	Sales Price	Inv. Qty.	Amount
10	54512D	5BR250 HYD 5'6" MJ 2AD OL RED	2,860.98	3	8,582.94

PAID

MAY 02 2024

CITY OF HASTINGS

*****Electronic payment fraud is on the rise. If EJ makes a banking change in the future it will be verbally communicated in advance. Please contact EJ immediately if you receive ANY notification of electronic payment changes.*****

Please include the invoice number on all payment remittance information.

For electronic payments, please send all remittance information to: americas.ar@ejco.com.

Ordered By:
 City of Hastings
 Attention Accounts Payable
 201 East State Street
 Hastings MI 49058

Payment Terms Net 30 Days
 Delivery Terms Ex-Works
 Delivery Date 03/07/24
 Delivery Ticket 4281333
 Delivery Method EJ Truck

Order Total	\$8,582.94
Tax	
Charges	

Thank you for your business. We are driven to deliver unparalleled customer service.

Pay this amount:
\$8,582.94 USD

A monthly finance charge will be added to any unpaid balance which is not paid when due. The finance charges are computed by a periodic rate of 1.5% per month (from and after the due date), which is an annual percentage rate of 18% applied to the unpaid balances after deducting payments made before the due dates and or credits. Payments received on account are applied against the amounts first due.

We hereby certify that these goods were produced in compliance with all applicable requirements of Sec. 6, 7, & 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Sec. 14 thereof.

Current Terms and Conditions are available at ejco.com

Please Remit To:
ACH Payment
 PNC Bank
 Routing Number: 021052053
 Account Number: 45487629
americas.ar@ejco.com

Check Payment
 EJ USA, Inc.
 PO Box 644873
 Pittsburgh, PA 15264-4873

1227

FISCAL

23 - 24 -

YEAR



12841 Sanders Street
Detroit, MI 48217
Phone No. 313-841-5144
Fax No. 313-841-0466
ar@detroitsalt.com

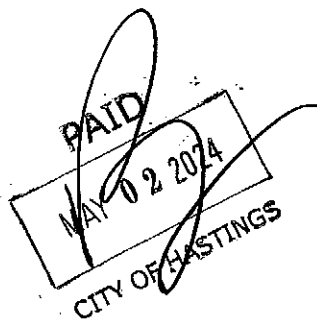
Sell-to
HASTINGS CITY
BETTY HARTMAN
201 E STATE ST
Hastings, MI 49058
UNITED STATES

Ship-to
HASTINGS CITY
HASTINGS
301 E COURT ST
HASTINGS, MI 49058

Invoice No. SI24-23756
Posting Date 01/15/24
Payment Terms NET 30
Due Date 02/14/24
P.O.
Customer No. MIHAS02

Ticket	Date	Order	Depot	Product	Qty	Rate	Amount	Fee Amount	Tax Amount	Total
871844	01/15/24	SO24-13420	007	ROCK SALT	49.45	\$66.59	\$3,292.88			\$3,292.88
871845	01/15/24	SO24-13420	007	ROCK SALT	48.79	\$66.59	\$3,248.93			\$3,248.93
Invoice Total					98.24		\$6,541.81			\$6,541.81

Total Invoice \$6,541.81



QUESTIONS? PLEASE CALL 313-841-5144

FEDERAL ID 38-3341484

PLEASE NOTE: OUR REMITTANCE ADDRESS HAS CHANGED

Please remit payment to: Detroit Salt Company, PO Box 874127 Kansas City, MO 64187-4127

3526

**PROFESSIONAL PAVEMENT PRODUCTS
INC.**

4486 Industrial Park Rd
Green Cove Springs, FL 32043
US
+1 9044484074
PPPCatalog.com



FISCAL

23-24-

BILL TO

Sarah Moyer Cale
H719-City of Hastings
201 E State St
Hastings, MI 4908 US

SHIP TO

Sarah Moyer Cale
H719-City of Hastings
201 E State St
Hastings, MI 4908 US

YEAR

INVOICE 192855

DATE 03/12/2024 TERMS Net 30

DUE DATE 04/11/2024

SHIP DATE
03/08/2024

SHIP VIA
RL#6465784#2250

P.O. NUMBER
71338

SALES REP
Greg Driskell

DATE	DESCRIPTION	QTY	RATE	AMOUNT
I2-8-12-CMP-Y-2.5x3mtr	Modular Median Complete 2.5x3mtr w Yellow Markings	1	3,680.15	3,680.15
I2-8-12-RPI-EDG-Y	RediPave Modular Median Module - EDGE, YELLOW MARKING 125mm H x 500mm L x 500mm W	14	96.00	
I2-8-12-RPI-R-Y	RediPave Modular Median Module - RADIUS 45, YELLOW MARKING 125mm H x 500mm L x 500mm W	2	81.35	
I2-8-12-RPI-CO-Y	RediPave Modular Median Module - CORNER 90, YELLOW MARKING 125mm H x 500mm L x 500mm W	2	97.65	
I2-8-12-RPI-C	RediPave Modular Median Module - CENTER 125mm H x 500mm L x 500mm W	12	94.35	
I2-8-15-RP-IH-AB	RediPave Modular Med Anchor Block 150mm L x 50mm W x 30mm H Nylon Anchor Block, Black.	50	5.15	
I2-8-15-RP-IH-TS	RediPave Modular Med Torx Head Lag Bolt M10 x 240 CSK Torx Stainless Steel.	68	6.10	
I2-8-15-RP-IH-BW	RediPave Modular Med Nylon Washer 30mm Dia w/ 11mm hole Nylon Washer, Black.	19	0.25	
I2-8-15-5RP	SaferRoads REDI PLUG for installation of all SaferRoads Modules	68	0.60	

PAID
APR 17 2024
CITY OF HASTINGS

PLEASE NOTE NEW ADDRESS ABOVE

DATE	DESCRIPTION	QTY	RATE	AMOUNT
I2-8-15-6RTFIS	SaferRoads 12.2 OZ 2-Part Polyester Resin with Nozzle for installation of all SaferRoads Modules. Approximate 11 Anchors Ea	7	18.30	
I2-8-15-Y-CMP-1.5x2.5mtr	Modular Median Complete 2.5x1.5m with Yellow Markings	1	1,853.53	1,853.53
I2-8-12-RPI-EDG-Y	RediPave Modular Median Module - EDGE, YELLOW MARKING 125mm H x 500mm L x 500mm W	8	96.00	
I2-8-12-RPI-R-Y	RediPave Modular Median Module - RADIUS 45, YELLOW MARKING 125mm H x 500mm L x 500mm W	2	88.89	
I2-8-12-RPI-CO-Y	RediPave Modular Median Module - CORNER 90, YELLOW MARKING 125mm H x 500mm L x 500mm W	2	97.65	
I2-8-12-RPI-C	RediPave Modular Median Module - CENTER 125mm H x 500mm L x 500mm W	3	94.35	
I2-8-15-RP-IH-AB	RediPave Modular Med Anchor Block 150mm L x 50mm W x 30mm H Nylon Anchor Block, Black.	23	5.15	
I2-8-15-RP-IH-TS	RediPave Modular Med Torx Head Lag Bolt M10 x 240 CSK Torx Stainless Steel.	35	6.10	
I2-8-15-RP-IH-BW	RediPave Modular Med Nylon Washer 30mm Dia w/ 11mm hole Nylon Washer, Black.	13	0.25	
I2-8-15-5RP	SaferRoads RED! PLUG for installation of all SaferRoads Modules	35	0.60	
I2-8-15-6RTFIS	SaferRoads 12.2 OZ 2-Part Polyester Resin with Nozzle for installation of all SaferRoads Modules. Approximate 11 Anchors Ea	4	18.30	
I2-8-15-MM-TOOLKIT	Modular Median and Splitter Installation Starter Tool Kit	1	200.70	200.70
I2-8-15-RP-AG	Safer Roads 12-IN Air Nozzle with deflection disk (For blowing out drilled holes) for installation of all SaferRoads Modules.	1	70.10	
I2-8-15-SK-DB	SaferRoads 9/16in x 10in x 12in Rock Carbide SDS Plus Hammer Drill Bit (For drilling holes)	1	67.70	
I2-8-15-5TB	SaferRoads TORX BIT T40 x 1/2in Drive Black Oxide Torx Bit Socket for installation of the Traficop/Modular Median modules.	1	12.25	

PLEASE NOTE NEW ADDRESS ABOVE

DATE	DESCRIPTION	QTY	RATE	AMOUNT
I2-8-15-5RGFIS	SaferRoads FIS RESIN GUN for installation of all SaferRoads Modules	1	50.65	
I2-8-13-3-OPC-BY	ORCA Lane Separator Flexible Delineator, 80cm height, Black, 3 Yellow reflective tapes (5cm), Glass reflectors on the base and Ground Anchor & Sleeve (22mmx116 mm)	4	92.90	371.60
FREIGHT-SALES	This Charge is for Shipping and Handling of goods to customer.	1	375.00	375.00
Total AvaTax	Sales Tax calculated by AvaTax on Mon Mar 18 08:46:36 UTC 2024	1	0.00	0.00

"From the products we make to the actions we take"
 THANK YOU FOR YOUR BUSINESS!
 "We give thanks to God always for you..."1 Thessalonians 1:2

TOTAL DUE \$6,480.98

W. Soule & Co.
Industrial Group-Kzo
7125 South Sprinkle Road
Portage, MI 49002
(269) 324-7001



2413
REMIT TO:
7125 South Sprinkle Road
Portage, MI 49002
(269) 324-7001

FISCAL
23 - 24 -
YEAR

Invoice 409234

Bill to: CITY OF HASTINGS 201 E. STATE STREET HASTINGS, MI 49058	Job: 417561 CityHastings(NT)Plug Vlv
---	---

Invoice #: 409234	Date: 03/31/24	Customer P.O. #: 71132
Payment Terms: 30 days	Salesperson:	
Customer Code: 81020		

Remarks: Plug Valve Replacement.

Quantity	Description	U/M	Unit Price	Extension
----------	-------------	-----	------------	-----------

Total Amount Due				6,195.00
		Subtotal:		6,195.00
		Total:		6,195.00

PAID
APR 17 2024
CITY OF HASTINGS



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Hastings Pride Committee

Meeting Date: May 13, 2024

Recommended Action:

Motion to approve, under the direction of staff, the Hastings Pride Committee to sell merchandise and accept donations from 1:00 PM until 6:00 PM on Saturday June 29, 2024, at the Thornapple Plaza.

Background Information:

The Hastings Pride Committee will be hosting a festival at the Thornapple Plaza that will feature live music and entertainment utilizing either bands or a recorded music via a public address system. The Committee will have merchandise available for purchase as well as requesting funds via donation for local charities. Staff has reviewed the request with no concerns.

Permission for donations and sales is necessary as Section 58-82 (j) of the Municipal Code states, "No vending or solicitation of funds is permitted at an entertainment venue without approval of the City Council."

Financial Implications:

The security deposit and appropriate large entertainment venue fee have been collected.

Attachments:

- Hastings Pride Committee Request Letter
- Special Event Application

Sydney Smith- Hastings Pride Committee

Hastings Michigan, 49058

Hastingspridecommittee@gmail.com

(269)-953-3236

Hastings City Council

201 E. State St.

Hastings, MI 49058

Dear Council Members,

I am writing to propose the organization of the first Pride Festival in the City of Hastings, Michigan, scheduled for Saturday, June 29, from 1 p.m. to 6 p.m. This event is intended to be upbeat, lively, and community-focused, offering a safe and inclusive space for LGBTQ+ individuals and allies to come together and celebrate diversity. I kindly request permission to use Thornapple Plaza as the venue for this festival, given its central location, stage, and walkability.

The festival will feature live music and entertainment, either from bands or using a PA system to keep the atmosphere lively and engaging. We will be raising funds for local charities that focus on LGBTQ+ causes, contributing to the well-being of our community. Additionally, the festival will encourage attendees to enjoy the local restaurants and shops by not providing food vendors, which helps support the local economy.

Safety is a key concern for us, and we aim to ensure a secure environment for all attendees. The festival will be family-friendly, welcoming people of all ages. Our proposed setup time is from 10 a.m. to 1 p.m., with teardown from 6 p.m. to 8 p.m., both setup and teardown will be completed by volunteers and members of the Hastings Pride Committee. This schedule allows for a smooth and organized event.

To gauge interest in the community, I personally visited 25 businesses in the downtown area. Out of these, 23 were interested in being involved or supporting the festival in some way, whether by participating, promoting, or displaying flyers in their windows. The two businesses that were not interested showed no dislike for the festival, indicating overall community support for this event.

We do not plan to overcrowd Thornapple Plaza, but we hope to have space for tables offering LGBTQ+ resources and merchandise, such as stickers, flags, and t-shirts. Additionally, other businesses are welcome to set up tables to engage with the festival-goers. Citing the un-even ground and closeness to the road, we are also seeking

permission to use the pocket park below thornapple plaza as a safe and spacious area to set up tables and have area for children's activities. The planning of the festival is not contingent on the use of this area.

Given the success of Pride Festivals in neighboring towns like Middleville and Lowell, both with strong turnout and a safe environment, we believe that Hastings can hold a similarly successful event. We aim to create a vibrant and inclusive gathering that could become a cherished tradition in our community.

Thank you for considering this proposal. I look forward to discussing the details and addressing any questions or concerns the council and the City of Hastings might have. It is my hope we can work together to make this festival a memorable and positive experience for the Town of Hastings.

Sincerely,
Sydney Smith
Hastings Pride Committee



City of Hastings Special Event Application

The City of Hastings values the unique events and gatherings that make our community special. The City has created this application form to help organizations provide adequate information for their requests to be considered. Please contact the Community Development Department with any questions or concerns about this form.

Section 1: Applicant/Organization Information

Hastings Pride Committee (269) 953-3236
Applicant/Organization Name Phone

Sydney Smith (269) 953-3236 hastingspridecommittee@gmail.com
Contact Name Phone Email

712 Riverwalk Hastings MI 49058
Street City State Zip

Contact person on day of event (if different than above) Phone

Section 2: Event Information

Hastings Pride Festival
Name of Event

Community friendly up-beat LGBTQ Pride Celebration
Description of Event

June 29th, 2024 1:00 PM - 6:00 PM
Event Dates Time (From/To)

June 29th 2024 10:00 AM - 1 PM June 29th 2024 6pm - 8pm
Set up Date(s) and Time(s) Clean Up Date(s) and Time(s)

EH

Thornapple Plaza

Location(s) of Event

15+

Estimated number of volunteers

Estimated 200+

Estimated daily attendance (if known)

Section 3: Event Details

Please indicate if any of the following will be a part of your event area:

- Road closure
 - o If checked, please provide a proposed detour route.
- Closure of public parking area
- Use of park area *Use of area down stairs near river if possible*
- Firepits/open flame
- Fireworks or pyrotechnics
 - o If yes, provide a copy of liability insurance listing the City as an additional insured party.
- Food and/or non-alcoholic beverage service or sales (if yes, contact Barry County Health Department)
 - o If yes, provide copy of Health Department Food Service License
- Temporary structures (including tents or pavilions) *Tables*
- Music
 - o If yes, what time will music begin and end? *2 PM - 6 PM*
 - o If yes, what type of music is proposed? *Live - Acoustic* Live - Amplification Recorded
Loudspeakers or public address system
- Parade
- Race (ex: 5K)
- Vendors/sale of goods *T-shirts, non-profit*
- Carnival rides
 - o If yes, provide a copy of liability insurance listing the City as an additional insured party.
- Signs or banners
- Animals/petting zoo
- Portable restroom facilities
- Donation collection/free will offering
- Other _____
- Alcohol
 - o If yes, provide copy of liquor liability insurance with the City listed as an additional insured.
 - o If yes, provide a copy of Michigan Liquor Control License.
 - o If yes, describe measures to be taken to prohibit the sale of alcohol to minors (use separate pages if necessary).
 - o If the alcohol is being served in the Social District, a Council Resolution suspending the district is required.

Please describe how garbage will be managed?

Volunteers will handle garbage disposal and
use privately owned local dumpsters

Section 4: Site & Event Plan

Please prepare a site plan that includes the following information:

Location of all temporary structures, food/concessions, booths, portable restrooms, road closures, barricades, music, event signage, garbage cans, and other event locations. Include location of exit pathways.

Site Plan attached

Section 5: Acknowledgements and Hold Harmless Agreement

The Applicant understands and agrees to the following:

1. This application is subject to review by various city departments and must be approved by the City Council. Failure to submit this application in a timely manner may delay approval or result in the denial of the application. Submission of the application does not guarantee an approval. The City may require conditions on the approval of any application.
2. The applicant must comply with all local and applicable state laws and policies. The Applicant acknowledges that approval of the special event does not relieve the applicant from meeting any requirements of law or those of other bodies or agencies applicable to the event.
3. The Applicant agrees to clean up and restore the area in the condition it was found prior to the event. The City is not responsible for equipment or personal items left on public property.
4. The Applicant acknowledges that they shall not discriminate against any employee or applicant for employment because race, color, religion, sex, national origin, age, disability, or any other applicable status protected by federal, state, or local law. The Applicant further agrees that it will comply with the Civil Rights Act of 1973, as amended, and the Michigan Civil Rights Act of 1976 (78. Stat 252 and 1976 PA 453) and will require the same of any consultant or sub-contractor involved in hosting the event.
5. Upon approval of the event, the Applicant agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers, and contractors from any and all claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from any act or omission by the applicant, its agents, employees, contractors, and volunteers, and violation of state or federal law, and any other acts of the applicant or attendees causing personal injury or property damages in connection with this event.
6. A breach in any of the above may result in the denial of the application or revocation of an approval by the City.

Sydney Smith - Hastings Pride Committee

Printed Name of Applicant & Name of Organization

Sydney Smith

Signature

4-20-2024

Date

Section 6: City Review – For Office Use Only

A. Police Department Review:

Will this event require additional officers and/or equipment? If yes, please describe:

Other Comments:

B. Public Services Director Review

Will this event require the use of any of the following municipal equipment?

Trash receptacles Barricades Traffic cones Restroom Cleaning
 Fencing Water or Electric Other

Will this event require additional staff? If yes, please describe:

Other Comments:

C. Fire Chief Review

Comments:

D. Community Development Department Review

Comments:

Date of Meeting for Council Approval _____ Approved? Yes No

M Music + Entertain

O Trash Cans

X event signage

temporary Arch

Tables

Exit paths





Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Resolution 2024-11 to Enact General Appropriations for FY 2024/2025, Approve Operating Budgets, and Establish the Property Tax Millage Rates

Meeting Date: May 13, 2024

Recommended Action:

Motion to adopt Resolution 2024-11 to enact the General Appropriations Act for Fiscal Year 2024/2025, and to approve the operating budgets for said year, and to establish the property tax millage rates to support the budget.

Background Information:

On April 22, 2024, City Council was presented with the City Manager's Recommended Fiscal Year 2024/2025 Annual Budget. The budget document was reviewed at a workshop and City Council was provided the opportunity to address different budget items. The attachment to this resolution represents the budget detail provided to the City Council during that workshop. There were no changes made to the recommended budget.

The general operating millage rate was reduced by Headlee to 15.7445 mills, and the millage to support operations at Riverside Cemetery was reduced to 0.88461 mills as noted in the proposed budget.

A public hearing for the budget proposal and millage rates will be held on May 13, 2024, during a regular City Council meeting.

Financial Implications:

Approval of the resolution will provide resources for city services for the fiscal year beginning July 1, 2024.

Attachments:

- Resolution 2024-11
- Attachment to Resolution 2024-11

RESOLUTION 2024-11

**TO ENACT THE GENERAL APPROPRIATIONS ACT FOR FISCAL YEAR 2024/2025,
AND TO APPROVE THE OPERATING BUDGETS FOR SAID YEAR,
AND TO ESTABLISH THE PROPERTY TAX MILLAGE RATES TO SUPPORT THE
BUDGET**

WHEREAS, in accordance with the provisions of the City Charter, on April 22, 2024, a recommended budget was submitted to this Council for the City of Hastings, Michigan for the fiscal year commencing July 1, 2024, and ending June 30, 2025, and

WHEREAS, this Council has considered the financial needs of the City of Hastings for its efficient operations during the coming fiscal year and has reviewed the recommended budget; and

WHEREAS, in accordance with State statute, on May 13, 2024, the Council did, after proper notice, conduct a public hearing on the proposed budget, and on the proposed millage rate to be levied to support the proposed budget, at which public hearing all objections and comments on the proposed budget and millage rate were considered; now

THEREFORE BE IT RESOLVED, that the City Council of the City of Hastings adopts the attached document labeled "Budget Adoption FY 2024/2025" as the City's budget for the fiscal year commencing July 1, 2024 and ending June 30, 2025, specifically incorporating all of the following:

That the estimates of anticipated revenue in the various funds are as shown on the budget document; and

That the interfund transfers to and from the various funds as shown on the budget document are hereby approved by this Council; and

That the expenditures in the various funds as shown on the budget document are hereby appropriated by this Council; and

That funds are appropriated from fund balance to balance the budgets in the various funds are as shown on the budget document; and

BE IT FURTHER RESOLVED, that 15.7445 mills be levied on the taxable assessed valuation as equalized for general operating requirements of the City of Hastings; and

BE IT FURTHER RESOLVED, that an additional 0.8846 mills be levied on the taxable assessed valuation as equalized for purposes of operating, maintaining, and improving a municipal cemetery; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to make budgetary transfers within the line items of appropriation centers established through this budget and that all transfers between appropriations listed in this resolution may be made only by further action of this Council, pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act; and

BE IT FINALLY RESOLVED, that the funds appropriated shall be drawn from the treasury of the City for the purposes approved pursuant to the authority granted by the Hastings City Charter.

A motion to adopt the foregoing resolution being offered by Member _____, second by Member _____:

YEAS: _____

NAYS: _____

ABSENT: _____

MOTION DECLARED ADOPTED.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 13th day of May 2024, by the City Council of the City of Hastings, by a vote of ____ members voting in favor thereof, ____ members voting against, and ____ members absent.

Amy Hubbell
Deputy City Clerk

Budget Adoption FY 2024/2025

GOVERNMENTAL FUNDS

General Fund

Amount

Revenue	
Taxes	\$3,638,300
Special Assessments	\$32,500
Licenses and Permits	\$19,250
Federal Sources	\$236,216
State Sources	\$1,139,391
Intergovernmental Sources	\$923,228
Charges for Services	\$668,100
Fines and Forfeitures	\$8,500
Investment Income and Rentals	\$335,400
Other Revenue	<u>\$451,300</u>

TOTAL GENERAL FUND REVENUE	<u>\$7,452,185</u>
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Expenditures

General Government:

City Council	\$82,326
Mayor	\$14,811
City Manager	\$192,810
Finance Department	\$396,945
Clerk	\$117,396
Information Technology	\$244,000
Board of Review	\$2,512
Treasurer	\$83,928
Assessor	\$171,282
Elections	\$56,368
City Hall and Grounds	\$158,950
Legal and Audit	\$70,000
Other General Government	<u>\$588,415</u>
	\$2,179,743

Public Safety:

Police Department	\$2,099,689
Code Compliance	\$50,962
Fire Department	\$524,545
Inspections	<u>\$100,000</u>
	\$2,775,196

Public Works:

Department of Public Services Administration	\$159,240
Parking Non-SAD	\$23,000
Parking SAD	\$267,500
Street Lighting	\$99,500
Community Services	<u>\$300,355</u>
	\$849,595

Community and Economic Development:

Planning and Zoning	\$18,685
Joint Planning and Zoning	\$400
Community Development	\$143,143
Community Development Grant Projects	\$65,100
Cable Access	<u>\$13,776</u>
	\$241,104

Recreation and Cultural:

Parks and Recreation	\$1,344,325
Arts and Cultural Services	<u>\$81,526</u>
	\$1,425,851

TOTAL GENERAL FUND EXPENDITURES	\$7,471,489
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Other Financing Sources

Transfers Out	<u>\$549,696</u>
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TOTAL GENERAL FUND EXPENDITURES & OTHER FINANCING USES	<u>\$8,021,185</u>
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Addition to / (Use of) Fund Balance	(\$569,000)
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Budget Adoption FY 2024/2025

SPECIAL REVENUE FUNDS	<u>Amount</u>
<u>Major Street Special Revenue Fund</u>	
Total Major Streets Fund Revenue	\$1,235,556
Total Major Streets Fund Transfers In	\$225,000
Total Major Streets Fund Expenditures	\$1,593,169
Total Major Streets Fund Transfers Out	\$150,000
Addition to / (Use of) Fund Balance	(\$282,613)
<u>Local Streets Special Revenue Fund</u>	
Total Local Streets Fund Revenue	\$373,772
Total Local Streets Fund Transfers In	\$300,000
Total Local Streets Fund Expenditures	\$721,691
Addition to / (Use of) Fund Balance	(\$47,919)
<u>Riverside Cemetery Special Revenue Fund</u>	
Total Riverside Cemetery Revenue	\$273,779
Total Riverside Cemetery Expenditures	\$312,362
Addition to / (Use of) Fund Balance	(\$38,583)
<u>Drug Enforcement Special Revenue Fund</u>	
Total Drug Enforcement Revenue	\$2,500
Total Drug Enforcement Expenditures	\$5,600
Addition to / (Use of) Fund Balance	(\$3,100)
<u>Police Training Special Revenue Fund</u>	
Total Police Training Revenue	\$1,900
Total Police Training Transfers In	\$1,500
Total Police Training Expenditures	\$4,900
Addition to / (Use of) Fund Balance	(\$1,500)
<u>Library Special Revenue Fund</u>	
Total Library Revenue	\$500,320
Total Library Transfers In	\$173,196
Total Library Expenditures	\$656,799
Addition to / (Use of) Fund Balance	\$16,717
COMPONENT UNITS	
<u>Brownfields Redevelopment Authority Fund</u>	
Total Brownfields Redevelopment Authority Revenue	\$63,200
Total Brownfields Redevelopment Authority Expenditures	\$45,000
Addition to / (Use of) Fund Balance	\$18,200

Budget Adoption FY 2024/2025

COMPONENT UNITS (continued)	<u>Amount</u>
<u>Downtown Development Authority Fund</u>	
Total Downtown Development Authority Revenue	\$807,950
Total Downtown Development Authority Expenditures	\$883,391
Addition to / (Use of) Fund Balance	<u>(\$75,441)</u>
<u>Local Development Finance Authority Fund</u>	
Total Local Development Finance Authority Revenue	\$89,200
Total Local Development Finance Authority Expenditures	\$11,225
Addition to / (Use of) Fund Balance	<u>\$77,975</u>
PROPRIETARY FUNDS	
<u>Water and Sewer Fund</u>	
Total Water and Sewer Revenue	\$4,900,690
Total Water and Sewer Expenditures including Capital Outlay	\$5,067,941
Addition to / (Use of) Fund Balance	<u>(\$167,251)</u>
<u>Equipment Internal Service Fund</u>	
Total Equipment Internal Service Fund Revenue	\$908,000
Total Equipment Internal Service Expenditures including Capital Outlay	\$1,475,963
Addition to / (Use of) Fund Balance	<u>(\$567,963)</u>



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Resolution 2024-12 to Dissolve the LDFA

Meeting Date: May 13, 2024

Recommended Action:

Adopt Resolution 2024-12 to dissolve the Local Development Finance Authority (LDFA) as recommended by the LDFA Board per LDFA Resolution 01-2024 adopted April 25, 2024.

Background Information:

On February 8, 1993 City Council adopted a Resolution which intended the establishment of the Hastings Local Development Finance Authority and designating the boundaries of the LDFA district. Most recently the LDFA Development and Tax Increment Financing Plans were amended and restated on June 12, 2017. The LDFA board met on April 25, 2024 and determined that its purpose has been successfully fulfilled and there is no further reason for the board to continue. Having met the objectives created in both the original and restated plans, the LDFA adopted Resolution 01-2024 recommending the City Council take action to dissolve the LDFA.

Financial Implications:

LDFA property and assets will revert to the City.

Attachments:

- LDFA Resolution 01-2024
- City Council Resolution 2024-12

City Of Hastings
Local Development Finance Authority
COUNTY OF BARRY, STATE OF MICHIGAN

RESOLUTION LDFA 01-2024

TO RECOMMEND THAT THE HASTINGS CITY COUNCIL DISSOLVE THE LDFA BOARD AND TAX INCREMENT FINANCING PLAN

WHEREAS, The City of Hastings Local Development Finance Authority was created on February 8, 1993 by Resolution of the City Council under the authority of Act 281 of the Michigan Public Acts of 1986 in order to provide the necessary legal, monetary and organizational tools to eliminate the conditions of unemployment, underemployment and joblessness and to promote economic growth through publicly initiated projects undertaken cooperatively with privately initiated projects in the geographically determined LDFA District area; and

WHEREAS, The LDFA Development Plan was amended and restated August 13, 2001 and June 12, 2017; and

WHEREAS, the LDFA Board has faithfully executed its duty to achieve the goals set forth in the development including, but not limited to, preparing and making available vacant industrial land for development, acquiring and developing public street right-of-way for use by industry, acquisition of property for future development, creation of deed restrictions within the industrial park to secure the future vision for that development area; and

WHEREAS, all property within the industrial park for development has been sold or is under a purchase agreement for private industrial purposes; and

WHEREAS, the LDFA Board has thoughtfully considered its goals and objectives found in the approved Development Plan and determined that all goals have either been fulfilled or are no longer reasonable due to existing development patterns,

NOW, THEREFORE, BE IT RESOLVED that the LDFA has determined that its purpose has been successfully fulfilled and there is no further reason for the board to continue.

BE IT FURTHER RESOLVED that the LDFA board hereby recommends that the Hastings City Council pass a Resolution to dissolve the LDFA Board and the tax increment financing district which supports its efforts.

A motion to adopt the foregoing resolution being offered by Member Hatfield, with support by Member Davis:

YEAS: 6

NAYS: 0

ABSENT: 2

MOTION DECLARED ADOPTED.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 25th day of April 2024 by the Local Development Finance Authority Board of the City of Hastings, by a vote of 6 members voting in favor thereof, 0 members voting against, and 2 member absent.



Brad Tolles, Secretary

City Of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

CITY COUNCIL

RESOLUTION 2024-12

**RESOLUTION TO DISSOLVE AND TERMINATE THE CITY OF HASTINGS
LOCAL DEVELOPMENT FINANCE AUTHORITY, TAX INCREMENT
FINANCING & DEVELOPMENT PLAN AND DISTRICT**

Councilmember _____, supported by Councilmember _____, moved

the adoption of the following resolution:

WHEREAS, the City of Hastings Local Development Finance Authority (LDFA) was created on February 8, 1993 by Resolution of the City Council under the authority of Act 281 of the Michigan Public Acts of 1986, repealed and recodified in Part 4 of Act 57 of 2018, as amended, and a tax increment financing and development plan (Development Plan) was adopted, in order to provide the necessary legal, monetary and organizational tools to eliminate the conditions of unemployment, underemployment and joblessness and to promote economic growth through publicly initiated projects undertaken cooperatively with privately initiated projects in the geographically determined LDFA District area; and

WHEREAS, the Development Plan was amended and restated August 13, 2001 and June 12, 2017; and

WHEREAS, the LDFA Board has faithfully executed its duty to achieve the goals set forth in the development including, but not limited to, preparing and making available vacant industrial land for development, acquiring and developing public street right-of-way for use by industry, acquisition of property for future development, creation of deed restrictions within the industrial park to secure the future vision for that development area; and

WHEREAS, all property within the industrial park for development has been sold or is under a purchase agreement for private industrial purposes; and

WHEREAS, the LDFA Board has thoughtfully considered its goals and objectives found in the approved Development Plan and determined that all goals have either been fulfilled or are no longer reasonable due to existing development patterns; and

WHEREAS, pursuant to MCL 125.4420, an LDFA authority that completes the purposes for which it was organized shall be dissolved by resolution of the governing body and any property and assets of the authority remaining after the satisfaction of the obligations of the authority shall belong to the municipality or to an agency or instrumentality designated by resolution of the municipality.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the City Council hereby determines that the LDFA's purpose has been successfully fulfilled, the LDFA has no outstanding debts or obligations, and there is no further reason for the LDFA Board to continue to exist or for the Development Plan or District to continue in effect.
2. That the City Council hereby dissolves the LDFA Board, and dissolves and terminates the LDFA Development Plan and the District in which it operates.
3. That any property or assets of the LDFA shall be divested in accordance with Part 4 of Act 57 of 2018, as amended.
4. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are hereby, repealed.

YEAS:

NAYS:

ABSENT:

ABSTAIN:

RESOLUTION DECLARED _____.

Dated: May 13, 2024

Amy Hubbell, Deputy City Clerk

CERTIFICATION

I, the undersigned duly qualified and acting Clerk of the City of Hastings, Barry County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on May 13, 2024, the original of which is on file in my office, and public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: May 13, 2024

Amy Hubbell, Deputy Clerk



Regular Council Agenda Item Memorandum

To: City Council

From: Travis J. Tate, P.E., Director of Public Services

Subject: Resolution for MDOT Agreement M-43 Crosswalk/Pedestrian Island

Meeting Date: May 13, 2024

Recommended Action:

Motion to adopt Resolution 2024-13 authorizing the Mayor and Deputy Clerk to sign the MDOT agreement for the pedestrian island on M-43.

Background Information:

MDOT requires a resolution to sign the agreement with them for the City to install and maintain the proposed pedestrian island/crosswalk on M-43.

Financial Implications:

None.

Attachments:

- *Resolution 2024-13*
- *MDOT Agreement*

RESOLUTION 2024-13

**AUTHORIZING AN AGREEMENT WITH MDOT FOR OPERATION AND MAINTENANCE
OF THE PEDESTRIAN REFUGE ISLAND ON M-43**

WHEREAS, the City of Hastings seeks to improve safety and pedestrian access to its walking paths, parks, and other public spaces; and

WHEREAS, the City plans to install a median pedestrian refuge island at Thorn Street near Tyden Park to protect the safety of users of the Riverwalk Trail as a pilot program in cooperation with the Michigan Department of Transportation; and

WHEREAS, the Michigan Department of Transportation has requested the City Council approve the Agreement and for an authorized City of Hastings representative sign a maintenance agreement for the proposed Median Pedestrian Refuge Island located on Highway M-43 at Thorn Street; and

WHEREAS, in order for the said Median Pedestrian Refuge Island pilot program to be implemented, that the City of Hastings will follow all rules and regulations described in said agreement; now

THEREFORE, BE IT RESOLVED, that the City of Hastings authorizes the Mayor and Deputy Clerk to sign Michigan Department of Transportation Agreement, Contract 24-5222:

A motion to adopt the foregoing resolution being offered by Member _____, with support by Member _____:

YEAS:

NAYS:

ABSENT:

MOTION DECLARED _____.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 13th day of May 2024, by the City Council of the City of Hastings, by a vote of _____ members voting in favor thereof and _____ members voting against.

Amy Hubbell, Deputy Clerk

PERMIT
SPECIAL TRUNKLINE
MAINTENANCE

DA
Control Section 08012
Permit Reference Number 101978
Contract 24-5222

THIS Contract is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF HASTINGS, a Michigan municipal corporation, hereinafter referred to as the "AGENCY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the maintenance and operation median pedestrian refuge island by the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY is proposing the installation of median pedestrian refuge island within the trunkline roadway right-of-way (ROW); and

WHEREAS, the DEPARTMENT has determined it to be acceptable to have the AGENCY construct the proposed work which is hereinafter referred to as the "PROJECT" and are further described and located as follows:

Median pedestrian refuge island construction work on Highway M-43 at Thorn Street; together with necessary related work, located within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY will be responsible for the entire cost of the PROJECT; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and the maintenance and operation of the facility to be constructed as the PROJECT and desire to set forth this understanding in the form of a written Contract.

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

1. The AGENCY will construct the PROJECT at no cost to the DEPARTMENT.
2. The AGENCY shall cause to be performed all the PROJECT work as defined in the permit obtained from the DEPARTMENT. It is understood that portions or all of the PROJECT work will be placed under contract by the AGENCY. The performance of the PROJECT work will be subject to the conditions established in PERMIT REFERENCE NUMBER 101978.

3. Upon completion of construction, the AGENCY will, at its sole cost and expense, inspect, maintain and operate the facility constructed as the PROJECT in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction. All future maintenance activities will require a ROW construction permit from the DEPARTMENT. The AGENCY shall conform with all DEPARTMENT permit requirements for any work to be performed within the state trunkline ROW. As built plans will be provided to the Grand Rapids Transportation Service Center.

- A. The AGENCY agrees that the PROJECT location will be maintained so as to assure that any Trunkline facilities, structures and the area within the Trunkline ROW boundaries will be kept in good condition, both as to safety and appearance. All unauthorized drawings, graffiti and vandalism shall be removed by the AGENCY at no cost the DEPARTMENT. The maintenance of the facilities by the AGENCY will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance or operation of the Trunkline facility and ROW.
- B. The DEPARTMENT reserves the right to enter the PROJECT location for the purpose of inspection, maintenance or reconstruction of the Trunkline facility when necessary. Additionally, the DEPARTMENT reserves the right to access the PROJECT location as deemed necessary for inspection relating to the DEPARTMENT'S interests. Such inspections are made for the DEPARTMENT'S own purposes and shall not relieve AGENCY of its duties and obligations under the terms of this Contract. Any deficiencies discovered will be corrected or repaired by the AGENCY at no cost to the DEPARTMENT.
- C. Prior to occupancy and/or use of the PROJECT location, the DEPARTMENT will inspect and approve the construction of the PROJECT.

4. The parties hereto agree to comply with all applicable requirements of the Natural Resources and Environmental Protection Act, 1994 P.A., 451, MCL 324.01 et. Seq. for all PROJECT work performed under this Contract and future maintenance work, and the AGENCY shall require its contractors and subcontractors to comply with the same.

5. The AGENCY will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive or other dangerous, hazardous materials, or waste on the said premises. In addition, the AGENCY will not permit objectionable smoke, fumes, vapors, or odors to rise above the grade line of the Trunkline. No signs, displays or devices may be erected on the ROW for the PROJECT unless specified herein or approved by the DEPARTMENT.

6. It is expressly understood and agreed that in case of non-performance of any of the covenants herein made by the AGENCY and after said AGENCY has been furnished written notice of same by the DEPARTMENT and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, this Contract shall be terminated and said AGENCY shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this Contract.

7. It is expressly understood that use of the trunkline ROW is subject to the paramount right of the DEPARTMENT and that upon a determination by the DEPARTMENT that such ROW is required for the construction, operation, and/or maintenance of any present or proposed trunkline or trunkline use, this Contract may be terminated at the discretion of the DEPARTMENT and the facility constructed as the PROJECT may be removed without reimbursement to the AGENCY.

8. Upon termination of this Contract, the AGENCY will peacefully yield up said PROJECT in as good order and condition as when delivered to the AGENCY at no cost to the DEPARTMENT. In the event this Contract is terminated and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the AGENCY in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

9. Any removal or modification of the facilities of the AGENCY, when necessary for Trunkline purposes, shall be performed by the AGENCY at no cost to the DEPARTMENT. Upon failure to so perform, the DEPARTMENT at its discretion may perform such work at the cost of the AGENCY or terminate this Contract.

10. The AGENCY recognizes and acknowledges that private and/or public utility companies may require the modification of the AGENCY'S facilities and it shall cooperate with the utility when requested by the DEPARTMENT at no cost to the DEPARTMENT, or interference with the Trunkline ROW and Trunkline facility.

11. It is understood that if the AGENCY discontinues, abandons or changes the usage of the PROJECT ROW, then this Contract shall be terminated and the DEPARTMENT shall have the right to immediately remove the facility constructed as the PROJECT without reimbursement to the AGENCY.

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

13. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the AGENCY and for the DEPARTMENT and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the AGENCY, a certified copy of which resolution shall be attached to this Contract.

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

CITY OF HASTINGS

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title





Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Direct TV Franchise Agreement Extension

Meeting Date: May 13, 2024

Recommended Action:

Motion to approve the video franchise agreement with DirectTV, LLC for a ten-year period with a video service provider fee of ____%.

Background Information:

The video service franchise agreement process has been standardized by the State. The Uniform Video Service Local Franchise Agreement must be used. The only item that can change is the fee. The fee has been set at 4% in the past but can go as high as 5%. Costs are typically passed on to the customer.

Financial Implications:

Franchise fee revenue only accounts for about \$15,000 of budgeted revenue.

Attachments:

- Direct TV correspondence regarding the franchise agreement
- Proposed Franchise Agreement

Christopher Bever

From: Scott Alexander <scott.alexander@directv.com>
Sent: Tuesday, January 23, 2024 3:19 PM
To: Christopher Bever
Subject: City of Hastings (Website) - Contact Form Submission

CAUTION: External Email

Name: Scott Alexander

Phone: 214-202-3185

Email: scott.alexander@directv.com

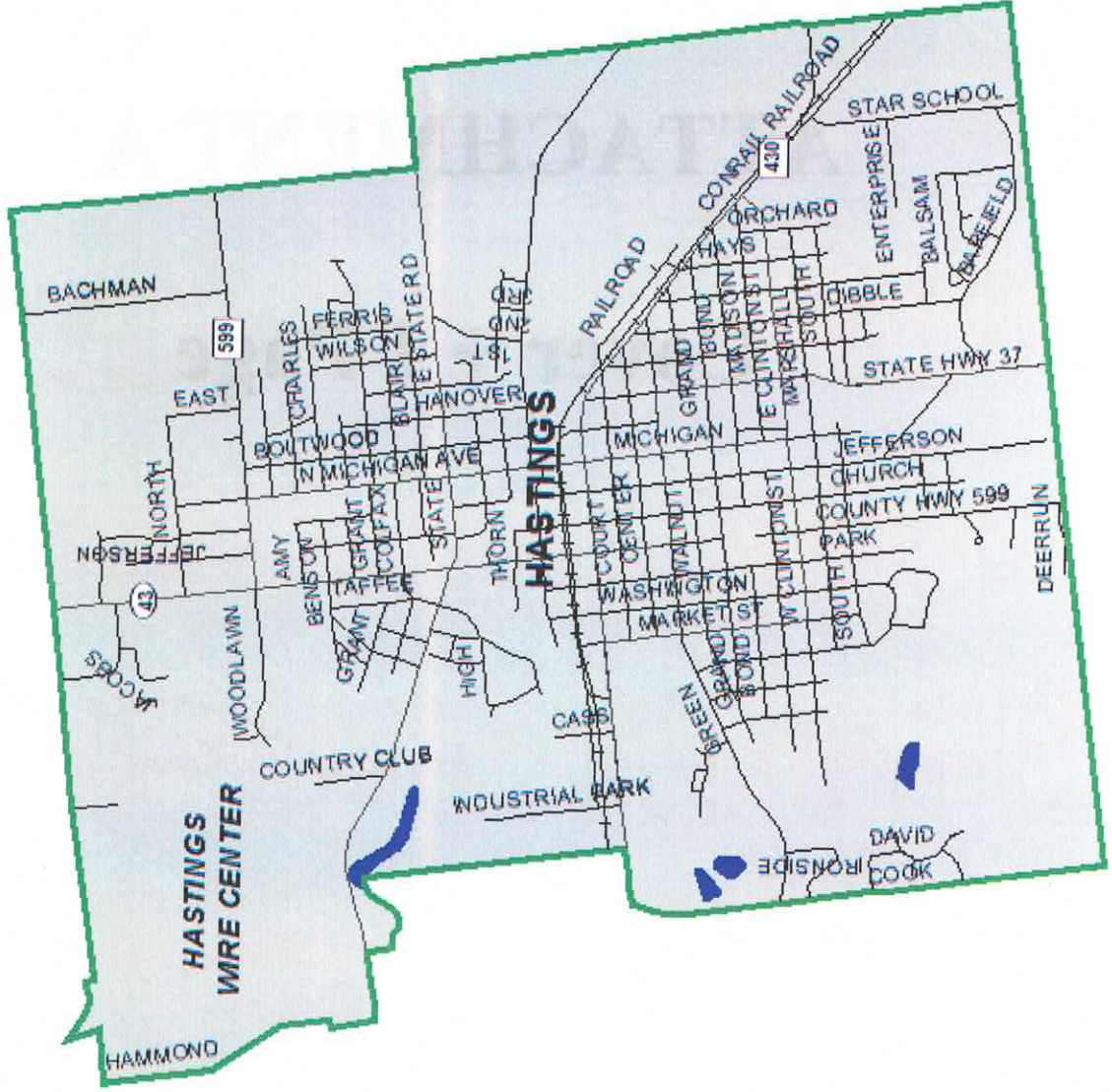
Message:

I will need to contact the City regarding renewal of our video franchise agreement that will expire in May 2024, with DIRECTV, LLC (formerly AT&T Michigan) for the U-verse TV service. I will attempt to e-mail cbever@hastingsmi.gov, but I do not see any other e-mail addresses on your City web site. Thank you.

This email was sent from: City of Hastings - <https://www.hastingsmi.gov>

Hastings, Michigan

Description of DIRECTV, LLC Video Service Area Footprint:
 The Entire City of Hastings



Legend

- Roads
- Railroads
- Municipal Boundary Lines
- AT&T Michigan Wire Center Bounds

Note: The street names of certain municipal boundary lines may not appear.



Scott J. Alexander
Senior Director – External Affairs
2260 E. Imperial Highway
El Segundo, California 90245
(214) 202-3185
scott.alexander@directv.com

January 24, 2024

Via Electronic Delivery

Christopher R. Bever, Clerk
City of Hastings
201 E. State Street
Hastings, Michigan 49058

Dear Mr. Bever:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, DIRECTV, LLC ("DIRECTV"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Hastings, a Michigan municipal corporation (the "Franchising Entity") and DIRECTV (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between DIRECTV and the City of Hastings dated June 3, 2014 ("Initial Agreement").

The enclosed filing includes the standard form agreement approved by and required for use by the Commission. The Initial Agreement specified a video service provider fee of 4% and a PEG Fee of 0%. The same fees are included in the Renewed Agreement.

If there are any questions concerning the enclosed filing, please contact me at (214) 202-3185.

Scott J. Alexander
Senior Director – External Affairs

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Hastings, a Michigan municipal corporation (the "Franchising Entity"), and DIRECTV, LLC, a California corporation doing business as DIRECTV, LLC.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail; certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Hastings, a Michigan municipal corporation

DIRECTV, LLC, a California limited liability company

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

By



Print Name
Scott J. Alexander

Title
Senior Director – External Affairs

Address
2260 E. Imperial Highway

City, State, Zip
El Segundo, California 90245

Phone
(214) 202-3185

Fax
None

Email
scott.alexander@directv.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted:
Date completed and approved:

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

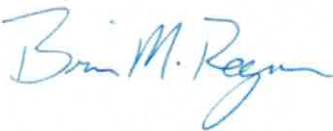
[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

**Verification
(Provider)**

I, Brian M. Regan, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

<i>Name and Title (printed):</i> Brian M. Regan, Senior Vice President and Assistant Secretary	
<i>Signature:</i> 	<i>Date:</i> January 24, 2024

(Franchising Entity)

City of Hastings, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Travis J. Tate, P.E., Director of Public Services

Subject: Fish Hatchery Park New Restroom Building Proposals

Meeting Date: May 13, 2024

Recommended Action:

Motion to approve the proposal from Bultsma Construction Company to build the Fish Hatchery Park restroom building for a total price of **\$447,058.20**.

Background Information:

There were three bids received and opened for this project on May 7th and they were as follows: Bultsma Construction (\$447,058.20), First Peninsula Contractors (\$587,863.00), and TJM Services LLC (\$786,530.80).

Financial Implications:

Council budgeted \$450,000 for this project next fiscal year. Council has already approved design and construction administration by MCSA group and paid about half of their fees to date. The total project cost will be about 5% more than estimated but there are sufficient funds to cover this.

Attachments:

- Bid Tab
- Bid Set

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

Sealed Bid Opening Results

Procurement Number: _____ [Assigned by Clerk's Office]
Bid Name: _____
Opening Date & Time: _____

Vender Bids:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Present at
Opening: _____

Bid Granted to: _____

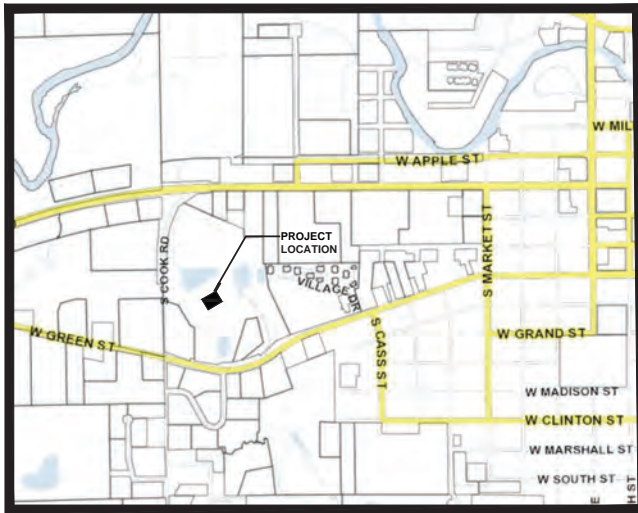
PO #: _____	ISSUED TO: _____	ON: _____
	APPROVED VENDOR	DATE

Process Final Sign Off By: _____ **ON:** _____
CLERK'S REPRESENTATIVE DATE

CONSTRUCTION PLANS

FISH HATCHERY PARK RESTROOM BUILDING

CITY OF HASTINGS, MICHIGAN
04.22.2024



LOCATION MAP

NOT TO SCALE



CONSULTING TEAM MEMBERS:

Geotechnical

Soils & Structures

6480 Grand Haven Rd.
Muskegon, MI 49441
(800) 933-3959

Topographic Survey and

Civil Engineer

LRE
2121 3 Mile Rd. NW
Walker, MI 49544
(616) 301-7888

Structural, Mechanical, Electrical & Plumbing Engineering Classic Engineering, LLC.

100 Cesar E. Chavez Ave. SW Suite 400
Grand Rapids, MI 49503
(616) 742-2810



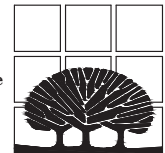
SHEET INDEX

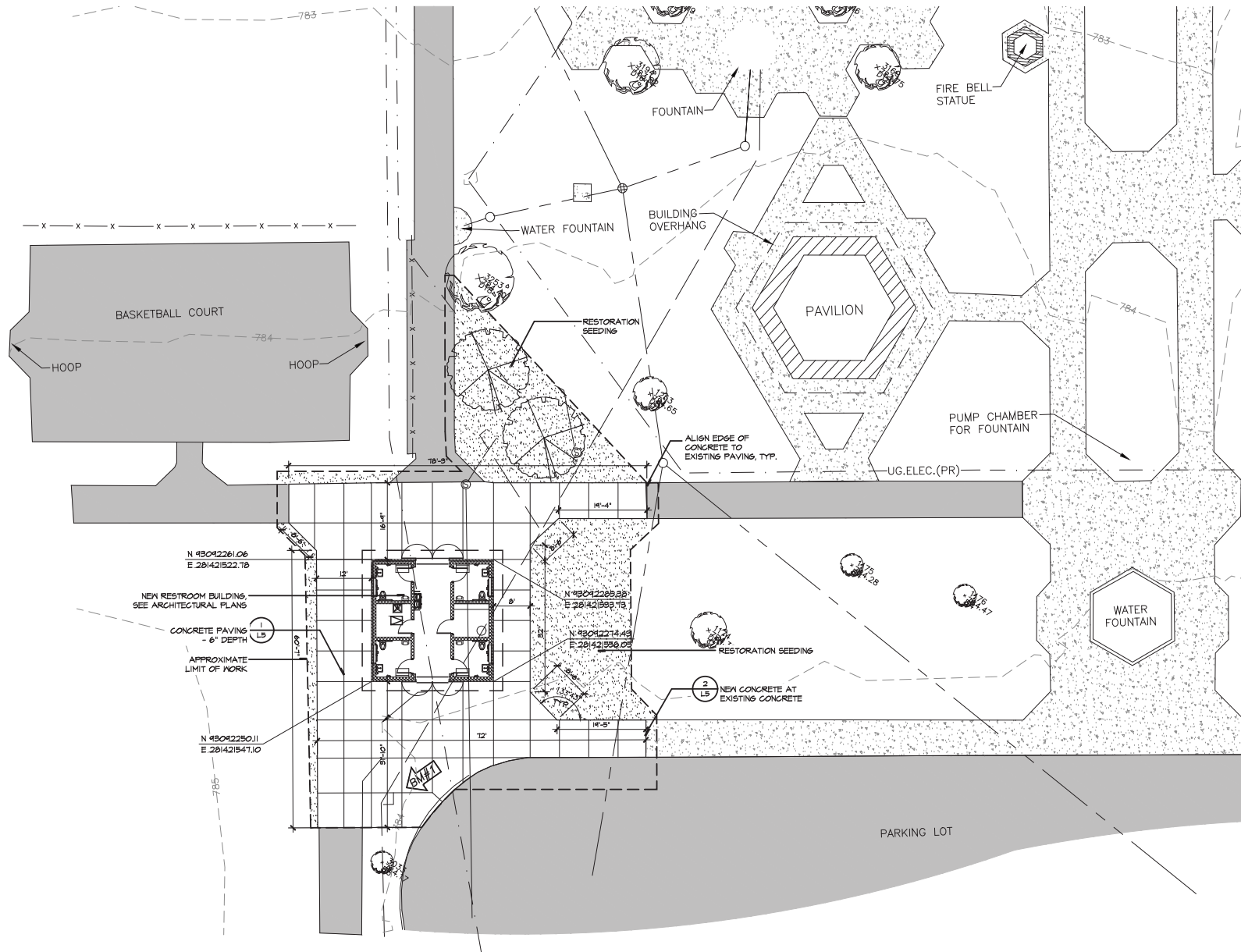
- L1 Site and Layout Plan
- L2 Existing Conditions & Removals Plan
- L3 Landscape Plan
- L4 Construction Details
- C1 Site Survey
- C2 Utility, Grading, and SESC Plan
- A1 Floor / Roof Plans, Schedules
- A2 Exterior Elevations, Sections
- A3 Interior Elevations, Sections
- S0 Structural Notes
- S1 Structural Plans and Details
- P1 Plumbing Floor Plan
- M1 Mechanical Floor Plan
- E1 Electrical Floor Plan
- E2 Electrical Details, Schedules and One-Lines

MCSA GROUP, INC.

Landscape Architecture • Park & Recreation Planning • Architecture
Downtown Planning • Interior Design • Sports Facility Planning

529 Greenwood Avenue S.E. • East Grand Rapids, MI 49506
616-451-3346 • FAX: 616-451-1935 • EMAIL: tas@mcsagroup.com











- SITE GENERAL NOTES:**
1. SITE PLAN SHOWN FOR GENERAL INFORMATION AND DETAIL REFERENCE ONLY. SEE FOLLOWING PLAN SHEETS FOR SITE REMOVALS, EXISTING CONDITIONS, LAYOUT, GRADINGS, AND PLANTING INFORMATION.
- LAYOUT NOTES:**
1. ALL LAYOUT IS TO BE STAKED BY THE CONTRACTOR FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
 2. NORTHINGS AND EASTINGS REFLECT MAJOR END POINTS OF SITE ELEMENTS. THESE NORTHINGS AND EASTINGS MAY ONLY BE ADJUSTED WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT.
 3. NORTHING/EASTING AND DIMENSIONS OF CURB AND GUTTER ARE TAKEN FROM FLOW LINE.
 4. CONTRACTOR SHALL VERIFY IN THE FIELD ALL LINES AND DIMENSIONS INDICATED IN THE PLANS AND REPORT ANY INCONSISTENCIES TO THE LANDSCAPE ARCHITECT FOR RESOLUTION.
 5. ALL ANGLES ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
 6. CONTRACTOR TO RECEIVE ELECTRONIC FILES OF PLANS IN AUTOCAD 2024 PRIOR TO CONSTRUCTION.

COMPLIANCE:

- ALL CONSTRUCTION SHALL CONFORM TO ALL ASPECTS OF THE STATE OF MICHIGAN BUILDING CODE (MBC), THE ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES (ADAAG) AND THE AMERICANS WITH DISABILITIES ACT (ADA). ALL WORK BY THE CONTRACTOR FOR COMPLETE EXECUTION OF THIS PROJECT SHALL MEET OR EXCEED LANS GUIDELINES, AND STATUTES IN EVERY SITUATION. IN THE EVENT THE CONTRACTOR BELIEVES THAT ANY PORTION OF THE WORK IS INCONSISTENT WITH THE MBC, ADAAG, AND ADA THEY MUST IMMEDIATELY INFORM THE LANDSCAPE ARCHITECT.

LEGEND

-  DETAIL NUMBER SHEET NUMBER
-  CONCRETE PAVING -6" DEPTH
-  EXISTING CONCRETE
-  EXISTING BITUMINOUS PAVING
-  RESTORATION SEEDING
-  APPROXIMATE LIMIT OF WORK

FISH HATCHERY PARK RESTROOM BUILDING
CITY OF HASTINGS, MICHIGAN

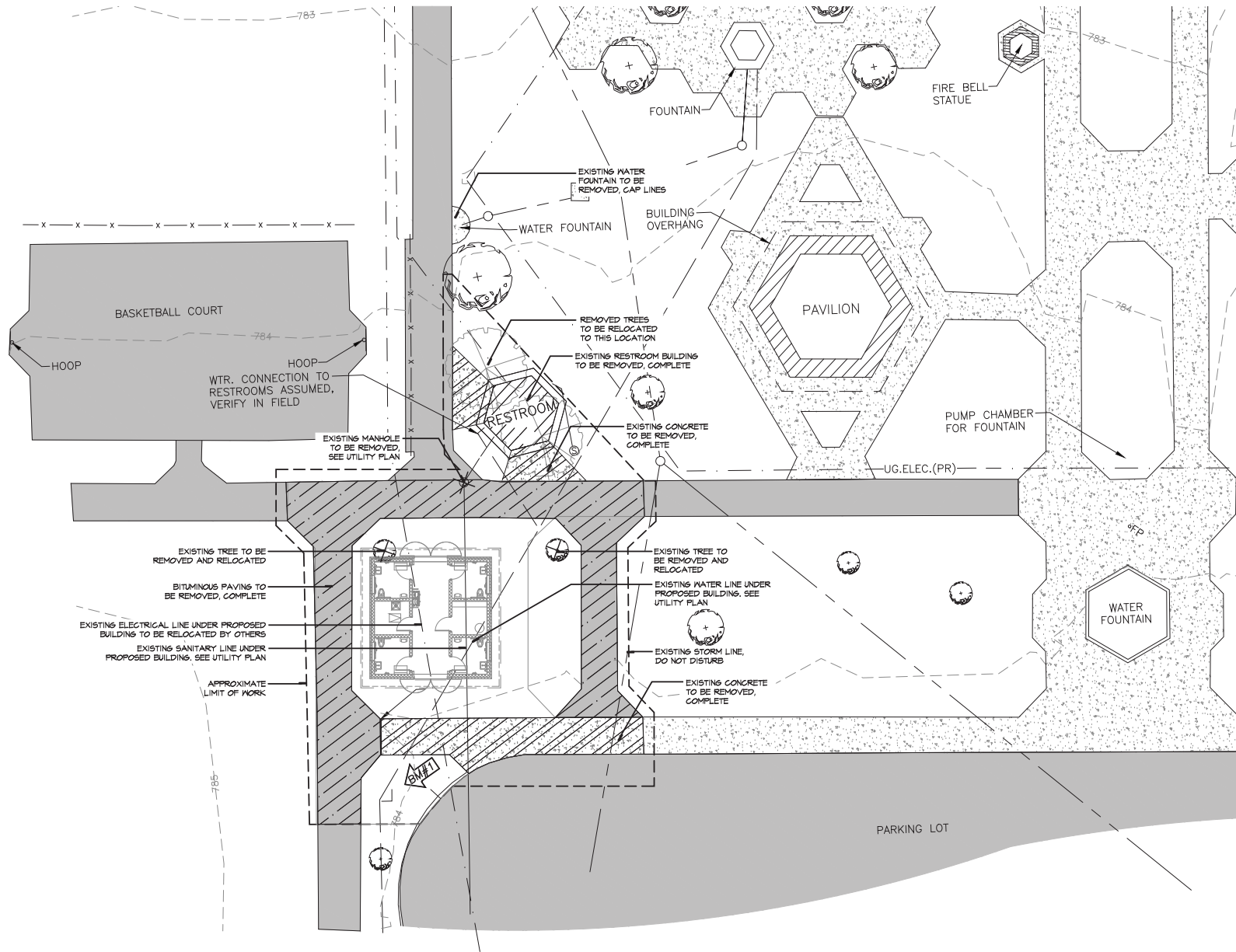
MCSA GROUP, INC.
Landscape Architecture • Park & Recreation Planning • Architecture
Downsizing Planning • Interior Design • Sports Facility Planning
531 Greenwood Avenue, S.E. • Grand Rapids, MI 49508
616-451-3346 • FAX: 616-451-1853 • EMAIL: info@mcsagroup.com



SCALE:
1" = 10'

Site and Layout Plan

DATE	PROJECT NO.
4.22.2024	2219
REVISIONS	SHEET NO.
	L1



FISH HATCHERY PARK RESTROOM BUILDING
CITY OF HASTINGS, MICHIGAN

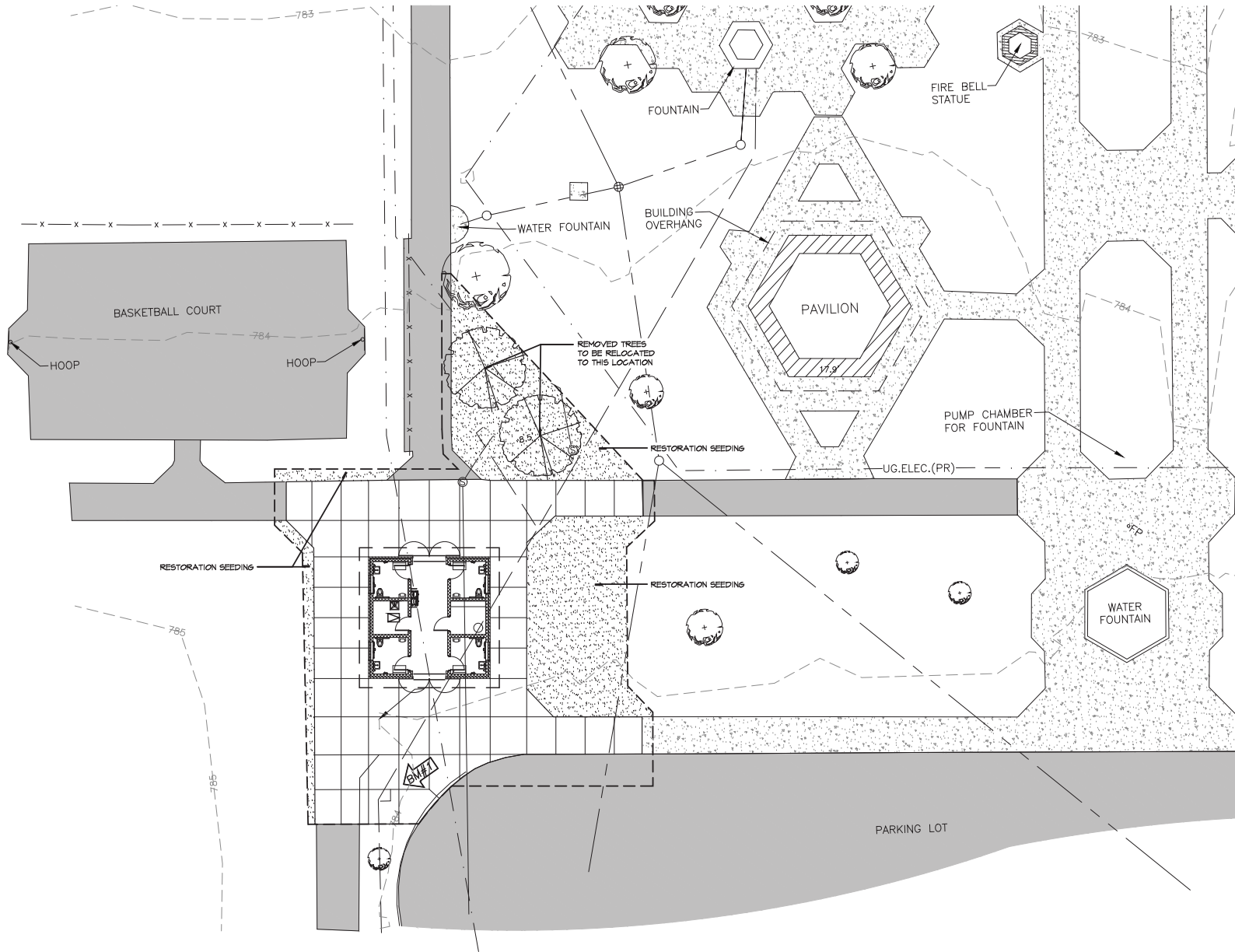
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531 Greenwood Avenue, S.E. • Grand Rapids, MI 49508
616-451-3346 • FAX: 616-451-1853 • EMAIL: info@mcsagroup.com



SCALE:
1" = 10'

Existing Conditions and Removals Plan

DATE	PROJECT NO.
4.22.2024	2218
REVISIONS	SHEET NO.
	L2



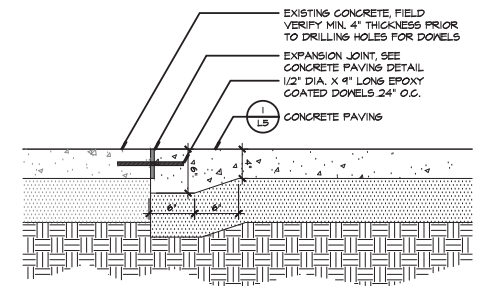
LANDSCAPE NOTES

1. PLANTING SOIL AND MULCH FOR ALL TREES, SHRUBS, AND PERENNIALS SHALL BE AS PER APPROPRIATE DETAIL.
2. ALL TREES TO BE STAKED BY THE CONTRACTOR FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO ANY INSTALLATION.
3. TREES SHALL BE FURNISHED, BALLED, AND BURLAPPED.
4. SEED ALL DISTURBED AREAS. SEED LIMIT LINE (LIMITS OF DISTURBANCE) IS APPROXIMATE. ALL DISTURBED AREAS SHALL BE SEEDED AND RESTORED, UNLESS OTHERWISE NOTED.
5. SEE SPECIFICATION FOR SEED MIX.
6. CONTRACTOR TO FURNISH AND INSTALL 4" MINIMUM OF SCREENED TOPSOIL ON ALL AREAS TO RECEIVED SAND. EXISTING ON SITE TOP SOIL MAY BE USED. IT MUST BE TESTED AND AMENDED PER SPECIFICATIONS. IF THERE IS NOT ENOUGH TOPSOIL TO ACHIEVE A MINIMUM OF 4" DEPTH, THEN TOP SOIL SHALL BE IMPORTED.
7. FINISH SURFACE OF SEEDED LAWN SHALL BE 1" BELOW TOP FINISH SURFACE OF WALK TO ALLOW FOR GROWTH OF TURF.

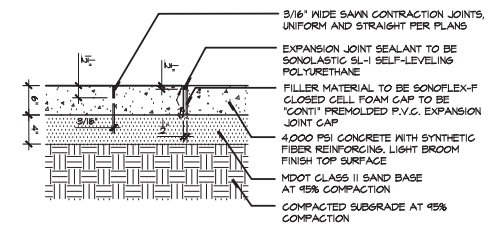
COMPLIANCE NOTE:

- ALL CONSTRUCTION SHALL CONFORM TO ALL ASPECTS OF THE STATE OF MICHIGAN BUILDING CODE (MBC), UNIFORM FEDERAL ACCESSIBILITY STANDARDS (UFAS), THE ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES (ADAAG) AND THE AMERICANS WITH DISABILITIES ACT (ADA). ALL WORK BY THE CONTRACTOR FOR COMPLETE EXECUTION OF THIS PROJECT SHALL MEET OR EXCEED LAWS, GUIDELINES, AND STATUTES IN EVERY SITUATION. IN THE EVENT THE CONTRACTOR BELIEVES THAT ANY PORTION OF THE WORK IS INCONSISTENT WITH THE MBC, UFAS, ADAAG, AND ADA THEY MUST IMMEDIATELY INFORM THE LANDSCAPE ARCHITECT.





2 New Concrete at Existing Concrete
 L4 Scale: 1-1/2"=1'-0"



NOTES:
CONCRETE TO BE PLACED AS PER LAYOUT
PLAN, EXPANSION JOINTS TO BE PLACED EVERY 30
FEET MAX.

1 Concrete Paving & Joints
 L4 Scale: 1-1/2"=1'-0"



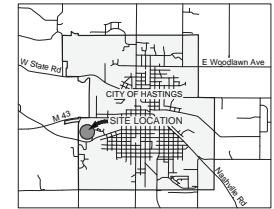
FISH HATCHERY PARK

CITY OF HASTINGS, BARRY COUNTY, MICHIGAN

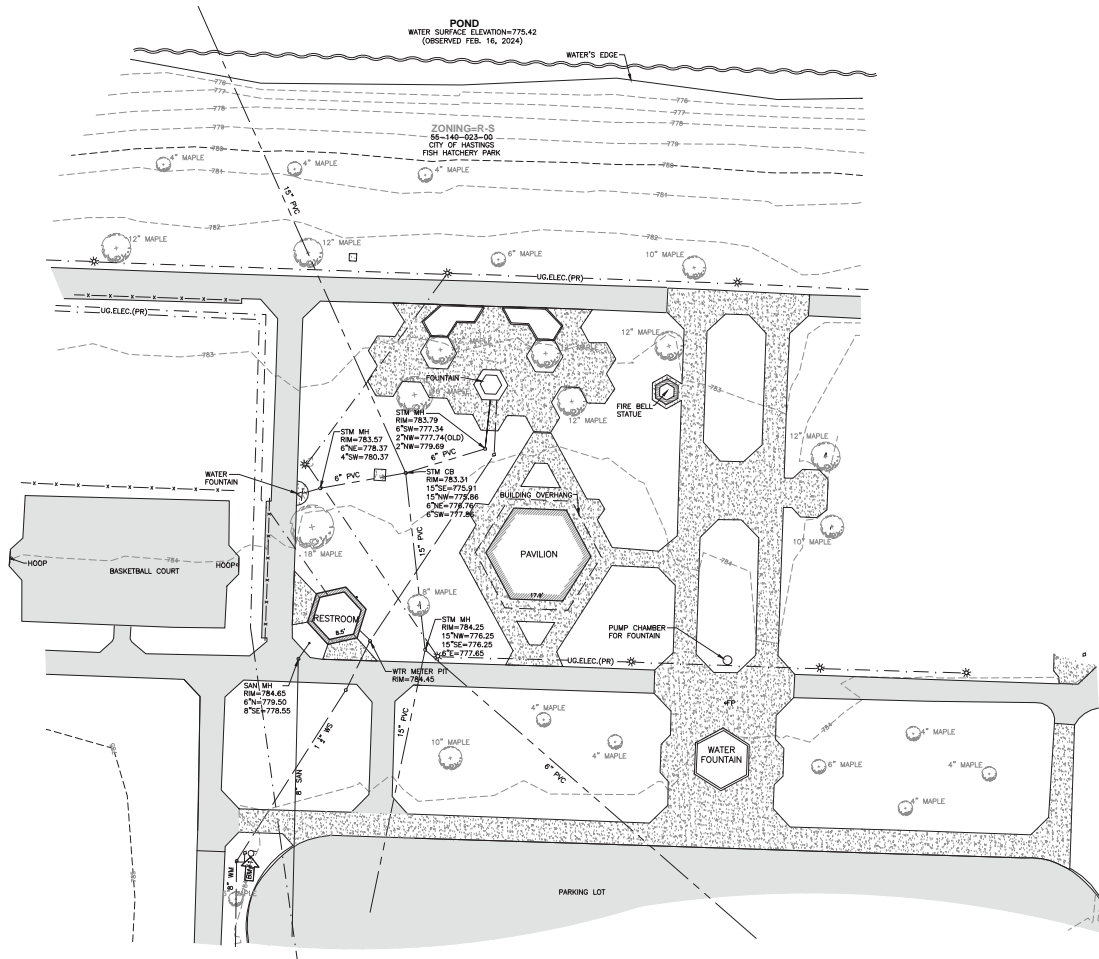
INDEX OF SHEETS

C1 - TOPOGRAPHIC SURVEY

C2 - UTILITY, GRADING & SESC PLAN



VICINITY MAP
NOT TO SCALE



BENCHMARK INFORMATION

BM#1) ELEVATION: 785.60
NE FLANGE BOLT UNDER "E" ON
HYDRANT NW. OF PARKING LOT

THE ELEVATIONS ARE BASED ON NAVD88

BASIS OF BEARINGS

MICHIGAN STATE PLANE COORDINATE SYSTEM,
NAD83(2011), MICHIGAN ZONE SOUTH

ZONING INFORMATION

R-S - SUBURBAN RESIDENTIAL DISTRICT

FLOOD PLAIN INFORMATION

SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA
HAVING A DESIGNATION "X" BY THE SECRETARY OF
HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE
MAP NO. 66015C0193C, WITH A DATE OF 5/4/2009, FOR
COMMUNITY NUMBER 260314, IN BARRY COUNTY, MICHIGAN,
WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR
THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL &
VERTICAL LOCATION OF ALL EXISTING UTILITIES
PRIOR TO CONSTRUCTION AND MUST NOTIFY
ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

LEGEND

- ⊠ BENCHMARK
- ▲ WELL
- MONUMENT
- FOUND IRON STAKE
- SET IRON STAKE
- SET WOOD STAKE
- SIGN
- ⊠ RR SIGN
- GUY POLE
- ⊠ GUY ANCHOR
- ⊠ UTILITY POLE
- ⊠ LIGHT POLE
- POST
- ⊠ SOL BORING
- ⊠ MAILBOX
- ⊠ AC UNIT
- ⊠ FLAGPOLE
- FIRE HYDRANT
- WATER VALVE
- ⊠ ELECTRIC TRANSFORMER
- ⊠ GAS METER
- ⊠ WATER METER
- ⊠ TELEPHONE RISER
- ⊠ ELECTRIC METER
- ⊠ CATCH BASIN
- ⊠ ROUND CATCH BASIN
- ⊠ UTILITY MANHOLE
- ⊠ STORM MANHOLE
- ⊠ FLARED END SECTION
- ⊠ SANITARY MANHOLE
- ⊠ TELEPHONE MANHOLE
- ⊠ TELEPHONE MANHOLE
- ⊠ DECIDUOUS TREE
- ⊠ CONIFEROUS TREE
- WATER UTILITY LINE
- TELEPHONE UTILITY LINE
- ELECTRIC UTILITY LINE
- GAS UTILITY LINE
- STEAM UTILITY LINE
- STORM UTILITY LINE
- SANITARY UTILITY LINE
- FIBER OPTIC UTILITY LINE
- OVERHEAD UTILITY LINE
- LAKE LINE
- EXISTING CONTOUR



0 20 40
Horizontal Scale in Feet



ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS
DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE
RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE
EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT
THEY ARE THE ONLY UTILITIES IN THE AREA.

717 J. AMERSON AVE
ANN ARBOR, MI 48106
PH: 616.301.1888
WWW.LRE.COM



REV#	DATE	DESCRIPTION
1	03/20/24	CLIENT REVIEW
2	07/20/24	CLIENT REVIEW

M.C.S.A. GROUP
530 GREENWOOD AVENUE, EAST LANSING, MICHIGAN 48033
FISH HATCHERY PARK
ANN ARBOR, MI

PROJECT NUMBER	DATE	SCALE
24-0000000000	03/20/24	AS SHOWN
24-0000000000	03/20/24	AS SHOWN
24-0000000000	03/20/24	AS SHOWN

TOPOGRAPHIC SURVEY
SHEET NUMBER

C1

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET
S-E-S-C KEYING SYSTEM

KEY	BEST MANAGEMENT PRACTICES	SYMBOL	WHERE USED
EROSION CONTROLS			
E8	PERMANENT SEEDING		Stabilization method utilized on sites where earth change has been completed (final grading attained).
S51	SILT FENCE		Use adjacent to critical areas, to prevent sediment laden sheet flow from entering these areas.

EROSION & SEDIMENTATION CONTROL NOTES

- CLEAR & GRUB SITE AS NECESSARY AND REMOVE ALL RESULTING MATERIALS FROM THE SITE.
- REMOVE & STOCKPILE TOPSOIL. INSTALL SILT FENCE AT THE TOE OF THE SLOPE ON THE DOWNSTREAM SIDE AND ADD TEMPORARY SEED MIX TO ESTABLISH VEGETATION.
- NO SOIL WILL BE ALLOWED TO ACCUMULATE OFF SITE. ANY SOIL TRACKED OFF SITE WILL BE IMMEDIATELY REMOVED.
- PERMANENT CONTROL MEASURES MUST BE COMPLETED 15 CALENDAR DAYS AFTER THE FINAL EARTH CHANGE IS COMPLETED FOR EACH AREA DISTURBED. THIS INCLUDES BLANKETS, SEEDING, MULCHING & HYDROMULCHING.
- FOR ALL AREAS TO BE SEEDDED, THE MULCH MUST BE APPLIED IMMEDIATELY AFTER SEED APPLICATION.
- CONTRACTOR SHALL CLEAN AND MAINTAIN THE STORM SEWER INLETS AND PIPES DURING THE COURSE OF CONSTRUCTION AND SHALL CLEAN THE SYSTEM OF ALL DEBRIS UPON COMPLETION AND STABILIZATION OF THE PROJECT.
- REMOVE TEMPORARY CONTROLS SUCH AS SILT FENCE, INLET PROTECTION AND NETTING ONCE VEGETATION IS ESTABLISHED AND THE SITE HAS BEEN STABILIZED.

BENCHMARK INFORMATION

BM #1) ELEVATION: 785.60
NE FLANGE BOLT UNDER "E" ON
HYDRANT NW. OF PARKING LOT
THE ELEVATIONS ARE BASED ON NAVD83

NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL & VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND MUST NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
- REFERENCE MECHANICAL, ELECTRICAL, AND PLUMBING (M.E.P.) DRAWINGS TO COORDINATE WITH INTERNAL PLUMBING LAYOUT. CONNECTION TO BUILDING PLUMBING TO BE DONE BY PLUMBER LICENSED IN MICHIGAN.

LEGEND

- PROPOSED CONTOURS
- EXISTING CONTOURS
- GUTTER/SPOT ELEVATION
- DIRECTION OF DRAINAGE FLOW
- GRADING LIMITS
- PROPOSED WATER SERVICE
- SILT FENCE
- FLOWABLE FILL
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY CLEANOUT

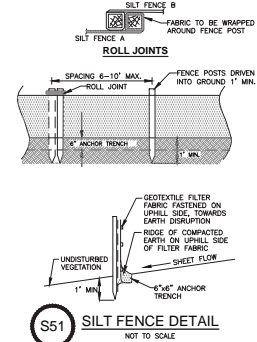
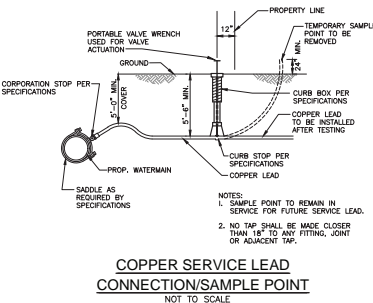
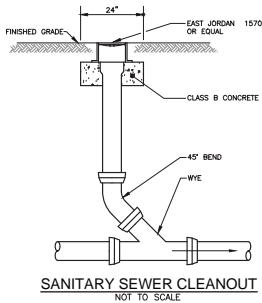
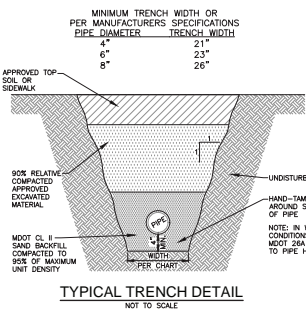
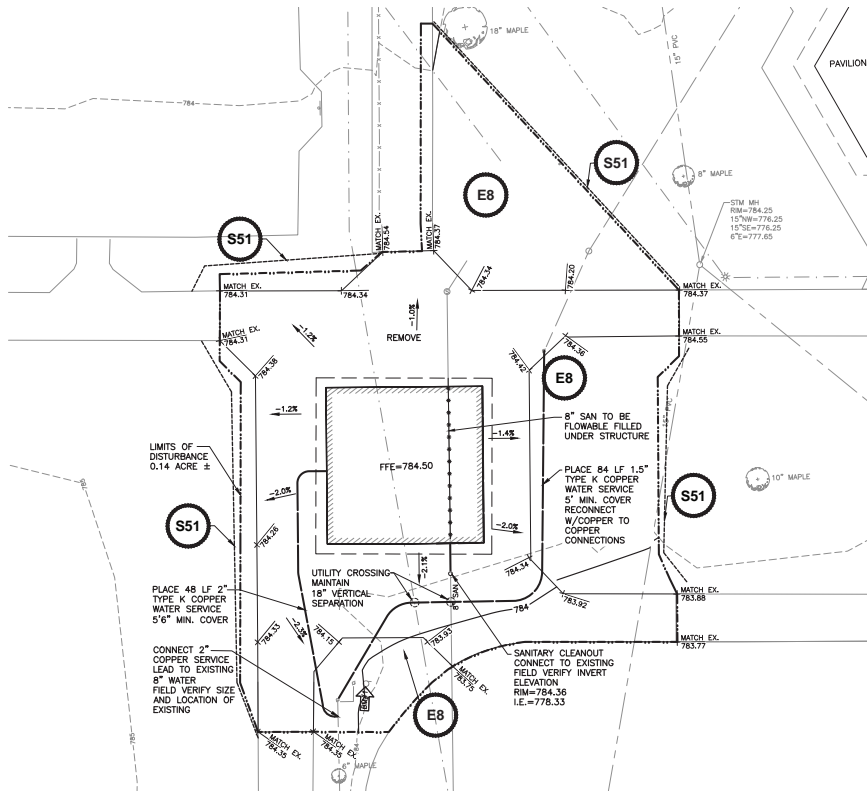
E8

PERMANENT SEEDING NOTE:

ALL PROPOSED LAWN AREAS AND ALL AREAS DISTURBED BY CONSTRUCTION SHALL RECEIVE A MINIMUM OF 4" OF TOPSOIL AND LAWN SEED MIX AS INDICATED ON PLANS AND AS FOLLOWS:

PROPORTION	CLASS "A" SEED TYPE
10%	CANNON KENTUCKY BLUEGRASS
10%	GOLDRUSH KENTUCKY BLUEGRASS
20%	PRINCE KENTUCKY BLUEGRASS
20%	SR15100 CHEWINGS FESCUE
20%	SR25200 CREEPING RED FESCUE
10%	SR44200 PERENNIAL RYEGRASS
10%	SR8400 PERENNIAL RYEGRASS

SEEDING RATE SHALL BE 4 TO 6 lbs. PER 1000 SQ. FEET.



ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

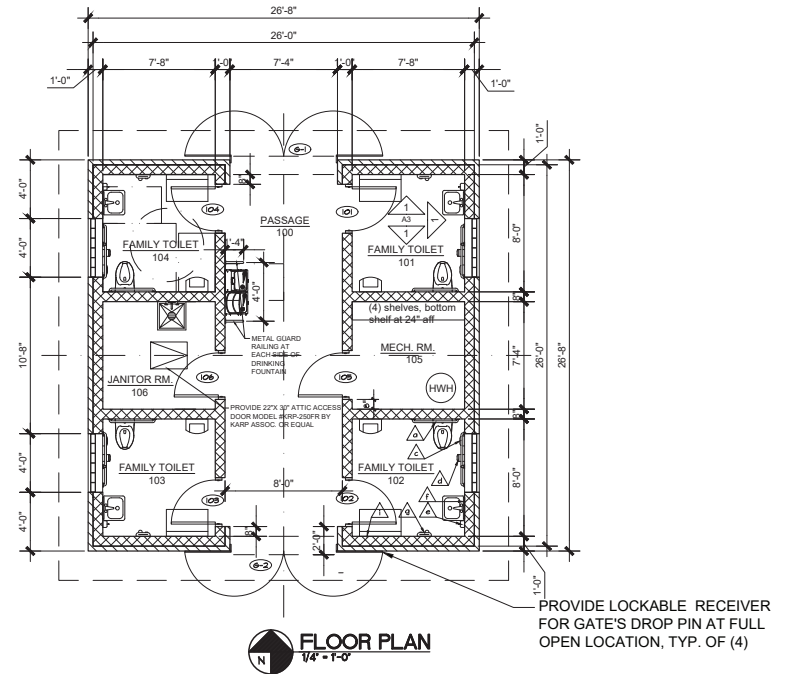
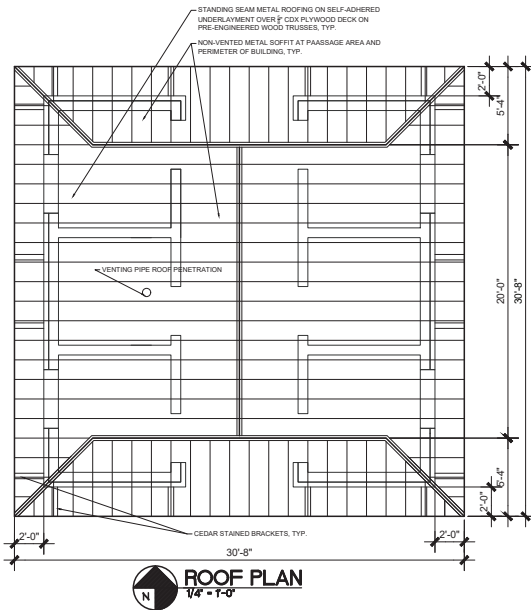
2701 S. WINDY HILL AVE
ANN ARBOR, MI 48106
PH: 616.301.7888
WWW.LRE.COM

LRE
LANDSCAPE ARCHITECTS & ENGINEERS

DATE: 11/20/24
SCALE: 3/8\"/>

UTILITY, GRADING & SESC PLAN

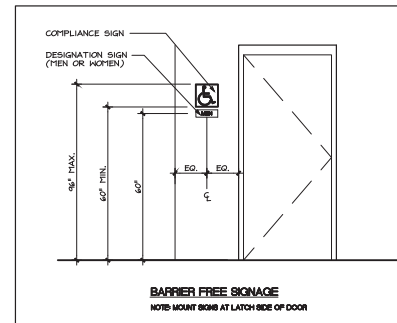
SHEET NUMBER
C2



NO.	ROOM	FLOOR	BASE	WALLS	CEILING	HT.	REMARKS
100	PASSAGE - OPEN	CONCRETE	-	CPU, PAINT	2\"/>		

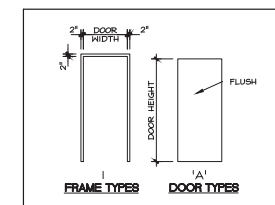
NOTE: HIGH-IMPACT GYPSUM BOARD CEILING ATTACHED TO BOTTOM OF TRUSSES

ACCESSORY SCHEDULE	
<p>GRAB BARS</p> <p>HORIZONTAL BARS: TOP AT 33-36\"/> </p>	<p>SOAP DISPENSER BY OWNER</p> <p>MOUNTING HEIGHT: 40\"/> </p>
<p>TOILET TISSUE DISPENSER BY OWNER</p> <p>MOUNTING HEIGHT = 19\"/> </p>	<p>MIRROR</p> <p>24\"/> </p>
<p>SANITARY WIPER DISPOSAL</p> <p>MOUNTING HEIGHT = 34\"/> </p>	<p>HAND DRYER</p> <p>MOUNTING HEIGHT: 40\"/> </p>
<p>COAT HOOK</p> <p>MOUNTING HEIGHT: 54\"/> </p>	<p>BARrier FREE SIGNAGE</p> <p>DESIGNATION SIGN: 60\"/> </p>
<p>NOTE:</p> <p>INSTALL ALL TOILET FIXTURES AND ACCESSORIES IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE OF MICHIGAN BUILDING CODE (MBC 2012) AND ADOPTED ICC A117.1 - 2009 STANDARDS FOR BARRIER FREE ACCESSIBILITY STANDARDS.</p>	<p>BABy CHANGING STATION</p> <p>MOUNTING HEIGHT: 34\"/> </p>



NO.	SIDE	DOOR		FRAME		LABEL	PRD.	REMARKS
		TYPE	MAT.	FINISH	TYPE			
101	3'-0\"/>							

NOTE: USE HARDWARE SET 3 FOR STEEL GATES



FISH HATCHERY PARK RESTROOM BUILDING
CITY OF HASTINGS, MICHIGAN

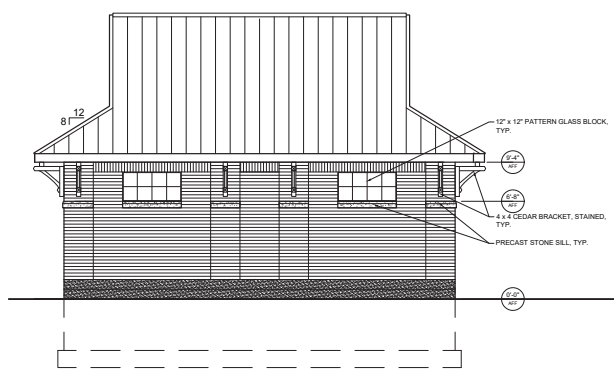
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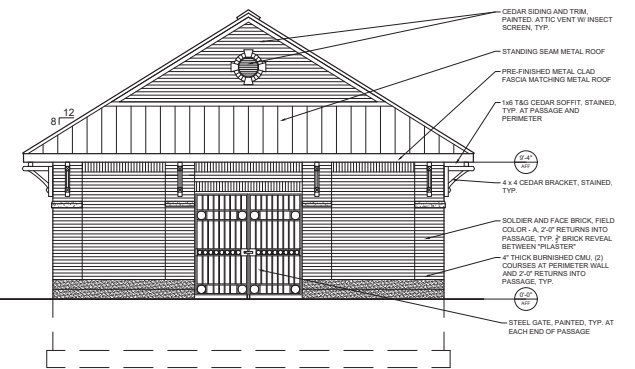
SCALE:
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Floor/ Roof Plans, Schedules

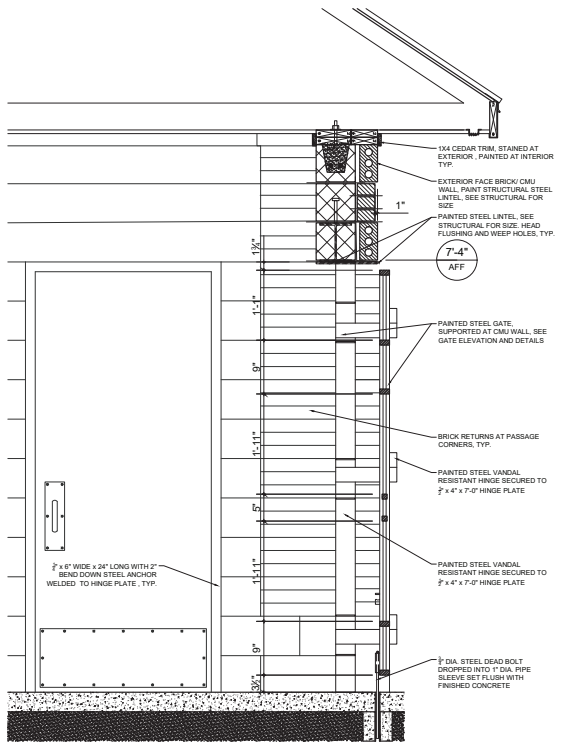
PROJECT NO. 2218
DATE 4.22.2024
REVISIONS
SHEET NO. **A1**



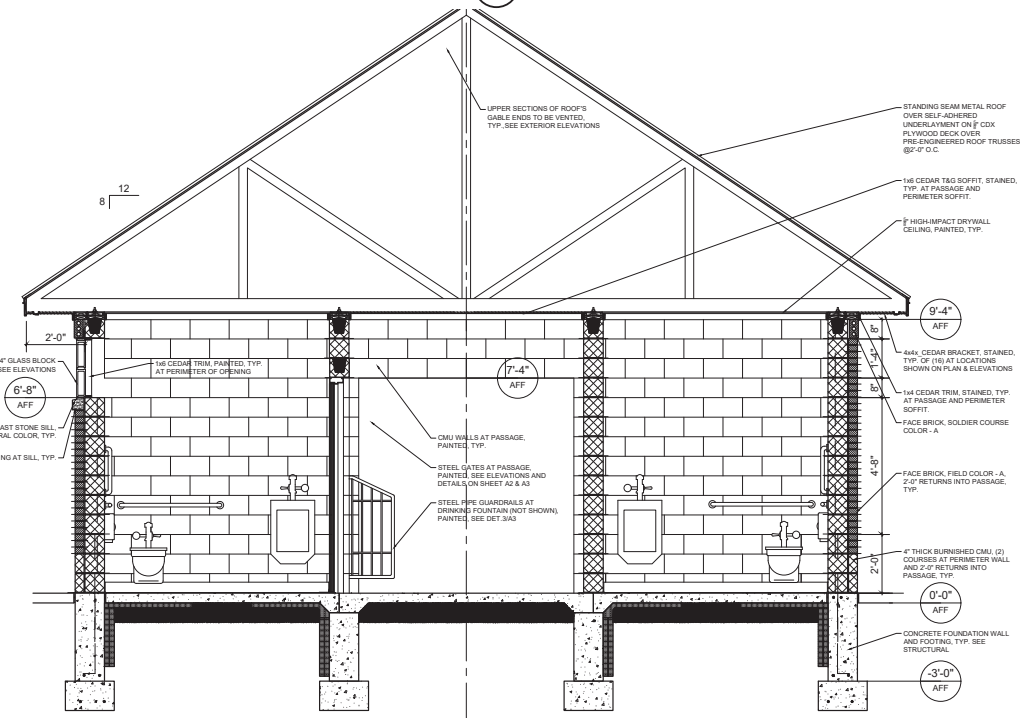
1 WEST ELEVATION
SCALE 1/4" = 1'-0"



2 SOUTH ELEVATION
SCALE 1/4" = 1'-0"



4 WALL SECTION AT GATE
SCALE 1" = 1'-0"



3 BUILDING SECTION
SCALE 1/2" = 1'-0"

FISH HATCHERY PARK RESTROOM BUILDING
CITY OF HASTINGS, MICHIGAN

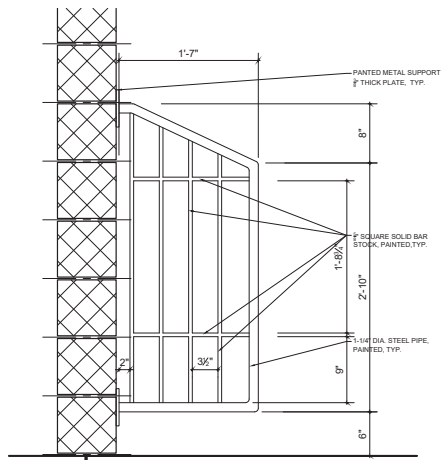
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SCALE:
as shown

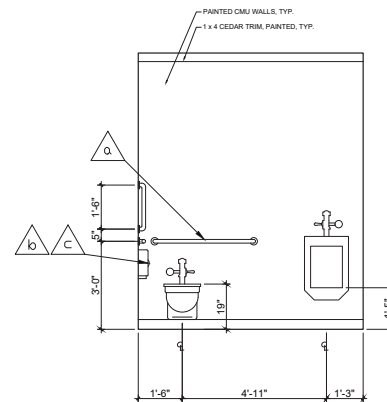
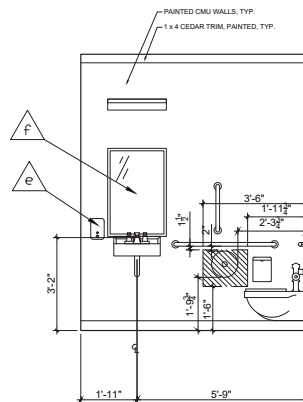
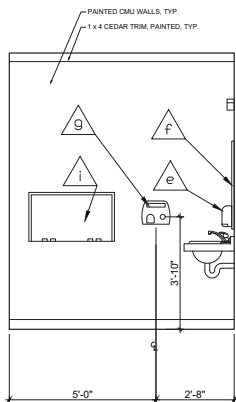
Exterior Elevations, Sections

DATE	4.22.2024
REVISIONS	

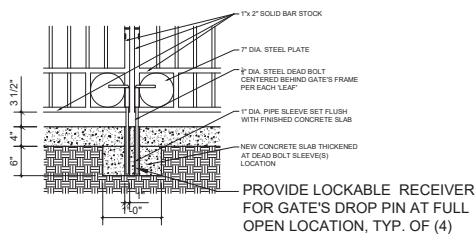
PROJECT NO.
2218
SHEET NO.
A2



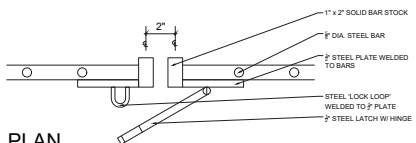
6 STEEL GUARDRAIL DETAIL
SCALE 1 1/2" = 1'-0"



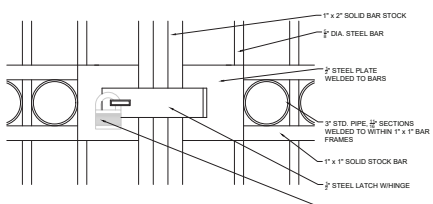
1 INTERIOR ELEVATIONS - TYPICAL TOILET
SCALE 1/2" = 1'-0"



4 STEEL GATE DEAD BOLT DETAIL
SCALE 1" = 1'-0"

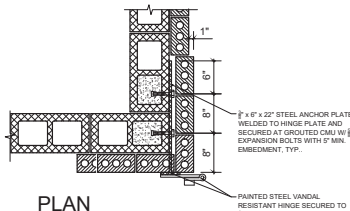


PLAN



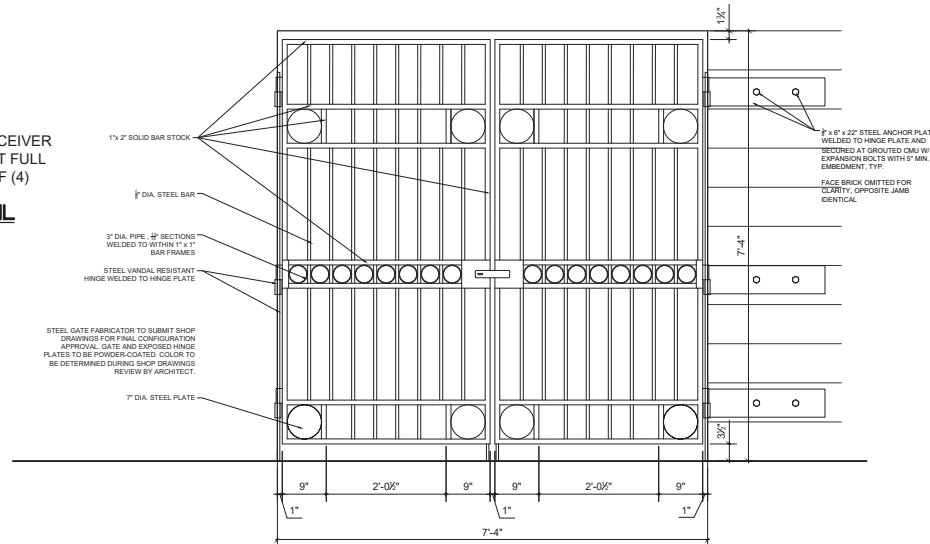
ELEVATION

5 STEEL GATE LATCH DETAIL
SCALE 3" = 1'-0"



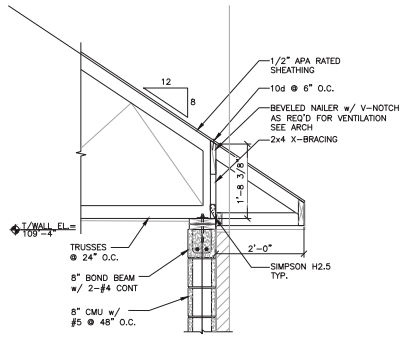
PLAN

3 STEEL GATE JAMB DETAIL
SCALE 1" = 1'-0"

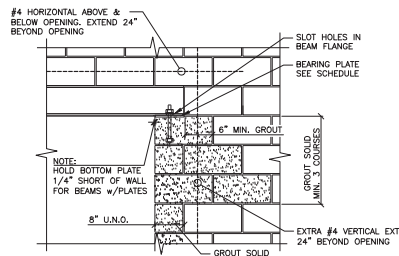


2 STEEL GATE ELEVATION
SCALE 1" = 1'-0"

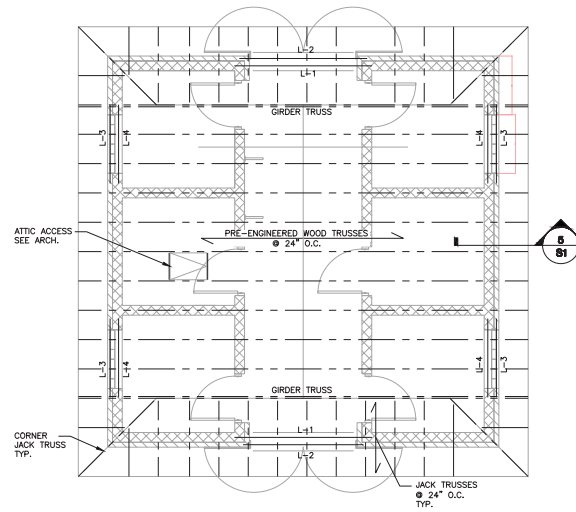




6 SECTION
SCALE: 3/4" = 1'-0"



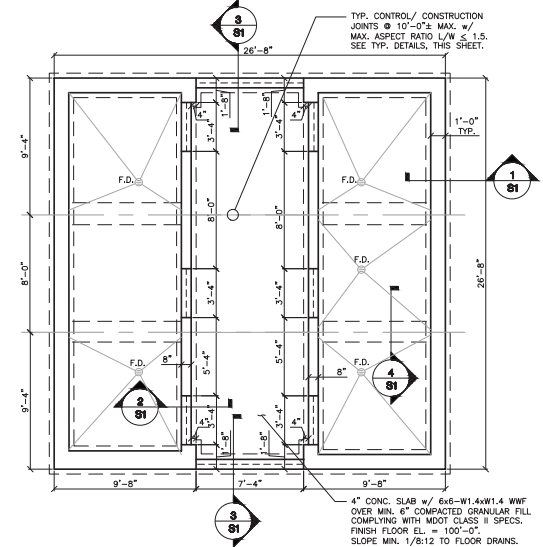
TYP. LINTEL BEARING DETAIL
SCALE: NOT TO SCALE



ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"

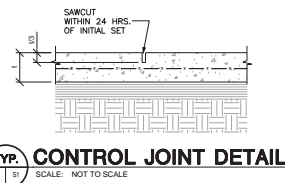
LINTEL SCHEDULE		
MARK	SIZE	BEARING PLATE/ BEARING LENGTH
L-1	WBx10 w/R 1/4"x7"	1/2"x8"x2" 12
L-2	L5x3 1/2x5/16	8"
L-3	L3 1/2x3 1/2x5/16	8"
L-4	8" BOND BEAM w/2-#4 CONT. BOTTOM 1-#4 TOP	CONT. BOND BEAM

1- SEE TYP. LINTEL BEARING DETAIL, THIS SHEET.
2- WITH 2-1/2" ANCHOR RODS. SLOT HOLES ◉ BEAM FLANGE PARALLEL TO SPAN.

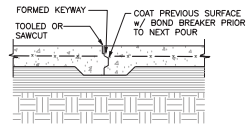


FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

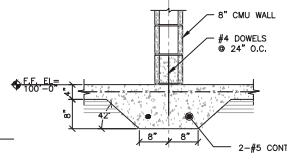
FOUNDATION NOTES:
[SEE STRUCTURAL NOTES, SHEET S0]
1- TOP OF WALL ELEVATION = 100'-0" U.N.O.
TOP OF WALL ELEVATION = 99'-4" @ DOORS
TOP OF FOOTING ELEVATION = 97'-0"
2- F.D. DENOTES FLOOR DRAIN. SLOPE FLOOR MIN. 1/8:12 TO DRAIN. SEE PLUMBING DRAWINGS.



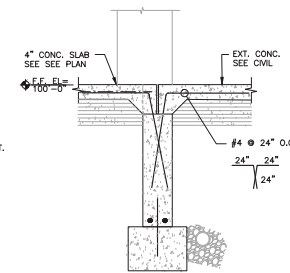
TYP. CONTROL JOINT DETAIL
SCALE: NOT TO SCALE



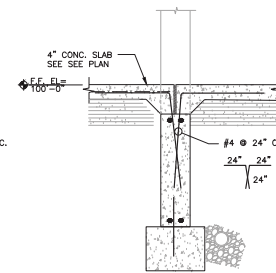
TYP. CONSTRUCTION JOINT DETAIL
SCALE: NOT TO SCALE



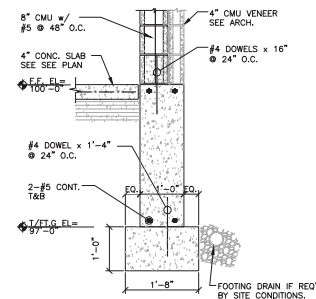
4 SECTION
SCALE: 3/4" = 1'-0"



3 SECTION
SCALE: 3/4" = 1'-0"



2 SECTION
SCALE: 3/4" = 1'-0"



1 SECTION
SCALE: 3/4" = 1'-0"

FISH HATCHERY PARK RESTROOM BUILDING
CITY OF HASTINGS, MICHIGAN

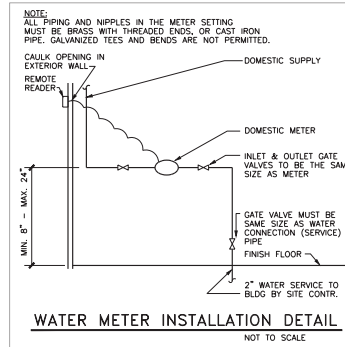
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616-651-3346 • FAX: 616-651-1933 • EMAIL: info@mcsagroup.com

SCALE:
1/4" = 1'-0"

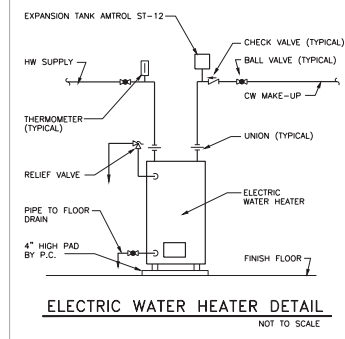
STRUCTURAL PLANS & DETAILS

DATE: 4.22.2024
PROJECT NO.: 2219
SHEET NO.: S1

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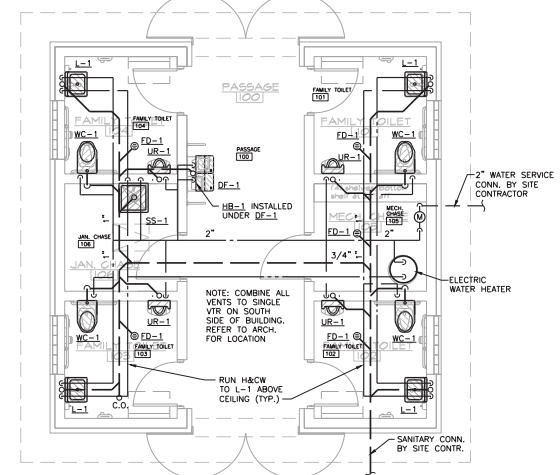
1. IN CONCEALED LOCATIONS WHERE SHUT-OFF VALVES SERVING WALL JOISTS, OR RAFTERS, PROVIDE A 1/16" THICK STEEL PROTECTIVE SHIELD TO PROTECT THE PIPE FROM PUNCTURES.
 2. PROVIDE WATER HAMMER ARRESTERS WHERE QUICK CLOSING VALVES ARE USED, OR AS REQUIRED. ARRESTERS SHALL CONFORM TO ASSE 1010 AND ACCESS SHALL BE PROVIDED TO EACH ARRESTER.
 3. ALL PLUMBING VENTS THROUGH THE ROOF TO BE INSTALLED A MINIMUM OF 10'-0" AWAY FROM ALL FRESH AIR INTAKE OPENINGS.
 4. DO NOT INSTALL ANY PIPING AROUND ELECTRICAL EQUIPMENT TO INSURE ALL CODE REQUIRED CLEARANCES. SEE ELECTRICAL PLANS FOR THESE LOCATIONS.
 5. REFER TO MINIMUM SIZE CONNECTION SCHEDULE FOR ALL PLUMBING FIXTURES BRANCH PIPING SIZES.
 6. PROVIDE IDENTIFICATION ON ALL SHUT-OFF VALVES SERVING WALL HYDRANTS AND HOSE BIBBS. IDENTIFY ALL OTHER VALVES THAT ARE NOT ADJACENT TO THE FIXTURE THEY SERVE.
 7. PROVIDE A TEMPERING VALVE AT ALL ACCESSIBLE HANDWASHING FIXTURES THAT CONFORMS TO ASSE 1070.
 8. ALL DOMESTIC PIPING TO BE TYPE 'L' COPPER, INSULATED TO MEET CODE.
 9. ALL SANITARY PIPING TO BE SCHEDULE 40 PVC.
 10. VENTING SHALL BE INSTALLED IN ACCORDANCE WITH CODE.
 11. PROVIDE COMPRESSED AIR FITTINGS CONNECTED TO BALL VALVES AT HIGH POINT OF H&W LINES FOR WINTERIZATION BLOW DOWN. FIELD COORDINATE INSTALLATION.
 12. PROVIDE DRAIN VALVES AT ALL LOW POINTS OF PIPING SYSTEM TO ALLOW FOR FULL DRAINDOWN AND WINTERIZATION OF DOMESTIC PIPING. ALL PIPING TO SLOPE IN DIRECTION OF DRAIN VALVES.
- PLUMBING NOTES**



MINIMUM SIZE CONNECTION					
FIXTURE	SAN.	C.W.	H.W.	VENT	REMARKS
W.C.	4"	1"		2"	
URINAL	2"	3/4"		1 1/2"	WALL MTD.
LAV.	1 1/2"	1/2"	1/2"	1 1/2"	
SERVICE SINK	3"	3/4"	3/4"	1 1/2"	
DF	1 1/2"	1/2"		1 1/2"	
HOSE BIBB			3/4"		

PLUMBING FIXTURE LIST

- WC-1 WALL HUNG, VITREOUS CHINA, SIPHON JET, ELONGATED BOWL, BOLT CAPS, 16 1/8" RIM HEIGHT, 1 1/2" TOP SPUD, KOHLER MODEL K-4325. PROVIDE WITH SLOAN FLUSH VALVE, 1.6 GPM, AND WHITE SOLID PLASTIC OREN FRONT SEAT, LESS COVER, BENS 1955CT. PROVIDE WITH JAY R SMITH ADJUSTABLE FIXTURE SUPPORT.
- UR-1 WALL MOUNTED, VITREOUS CHINA, SIPHON JET, WITH 3/4" TOP SPUD AND 2" OUTLET. KOHLER 4991-ET-0 BARON. PROVIDE WITH FLUSH VALVE SLOAN 186-1.0 SG REGAL, 1.0 GPM, AND CONCEALED WALL SUPPORT CARRIER. MOUNTING HEIGHT TO BE 15" MAXIMUM TO RIM OF FIXTURE.
- L-1 WALL MOUNTED, VITREOUS CHINA, 20"x18", FRONT OVERFLOW, 4" BACK AND 4" CENTERS, KOHLER KINGSTON K-2005, WHITE FINISH. PROVIDE WITH METERING FAUCET, DELTAS MODEL 861153, ADA COMPLIANT TIP ACTION LEVER HANDLES, 0.5 GPM, TOTAL FLOW NOT TO EXCEED 0.25 GALLONS PER HANDLE ACTIVATION, 3/8" LOOSE KEY OPERATED ANGLE STOPS AND CHECK VALVES, PERFORATED DRAIN STRAINER, TRAP ASSEMBLY AND PROTECTIVE PIPE COVERS. CARRIER TO HAVE CONCEALED ARMS, LEVELING AND SECURING SCREWS. PROVIDE A TEMPERING VALVE AT ALL ACCESSIBLE HANDWASHING FIXTURES THAT CONFORMS TO ASSE 1070.
- SS-1 FLOOR MOUNTED, PRECAST, ONE PIECE MOLDED STONE WITH BUMPER GUARD ON TWO SIDES, 24"x24"x10" MUSTIE 63M PROVIDE WITH WALL MOUNTED COMBINATION FITTING WITH INTEGRAL STOPS, VACUUM BREAKER, WALL BRACK, PAIL HOOK, MOP HANGER, HOSE AND HOSE BRACKET, CHICAGO FAUCET 897MPCF.
- DF-1 WALL MOUNTED, BARRIER FREE, BI-LEVEL DRINKING FOUNTAIN WITH BOTTLE FILLING STATION. MOST DEPENDABLE FOUNTAINS MODEL 10485 WM. NO OTHER MANUFACTURERS ARE ALLOWED. INSTALL IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- FD-1 CAST IRON FLOOR DRAIN WITH FLANGE, INTEGRAL REVERSIBLE COLLAR, SEEPAGE OPENINGS AND 5" ROUND ADJUSTABLE NICKEL BRONZE STRAINER TOP. JAY R SMITH MODEL 2031S. PROVIDE A TRAP SEAL, CONFORMING TO ASSE 1018 OR ASSE 1044, ON ALL TRAPS SUBJECT TO LOSS BY EVAPORATION, EQUAL TO JAY R SMITH MODEL 2692.
- HOSE BIBB FREEZE-PROOF HYDRANTS WITH CHROME FINISH, VACUUM BREAKER, 3/4" HOSE THREADED NOZZLE CAST INTEGRAL KEY OPERATED BRASS VALVE, BRASS OPERATING PARTS WITH COMPOSITION WASHERS. WOODFORD MODEL 65.
- WATER HEATER ELECTRIC TANK TYPE 30 GALLON, 4500W NON-SIMULTANEOUS HEATING ELEMENTS, 240V/1/60, EQUAL TO LOCHMAR MODEL KTA030KD. WITH ALL OPERATING AND SAFETY CONTROLS, INCLUDING ASME P&T RELIEF VALVE.



FISH HATCHERY PARK RESTROOM BUILDING
CITY OF HASTINGS, MICHIGAN

MCSA GROUP, INC.
Landscape Architecture • Park & Recreation Planning • Architecture
Downtown Planning • Interior Design • Sports Facility Planning
833 Greenwood Avenue, S.E. • Grand Rapids, MI 49508
616-451-2316 • FAX: 616-451-1853 • EMAIL: info@mcsagroup.com

SCALE:
1/4" = 1'

Restroom Floor Plan

DATE: 4.22.2024
BID SET

PROJECT NO. 2218
SHEET NO. **P1**

FAN SCHEDULE										
MARK	SERVICE	MODEL	CFM	S.P.	HP/ WATTS/ AMPS.	RPM	WHEEL DIA.	SONES	VOLTAGE	REMARKS
EF-1	SEE PLANS	A700-VG	350	.375"	4.1A	992	--	0.5	115/1/60	①
EF-2	SEE PLANS	A700-VG	350	.375"	4.1A	992	--	0.5	115/1/60	①

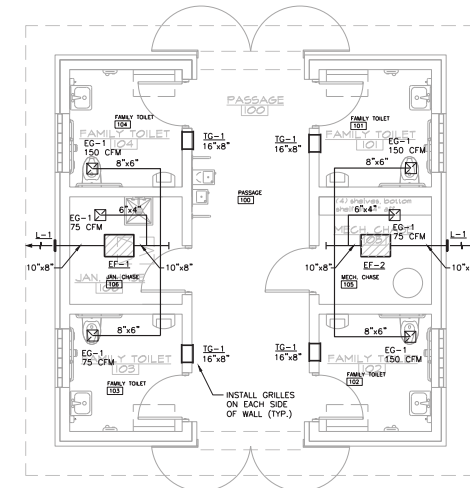
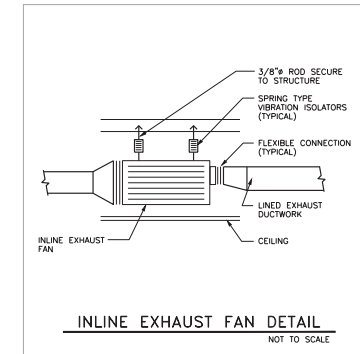
① BASED ON GREENHECK DIRECT DRIVE CABINET FAN. CONTROL BY E.C.

GRILLE, REGISTER AND DIFFUSER SCHEDULE					
MARK	SERVICE	MODEL	VOLUME DAMPER	FINISH	REMARKS
EG-1	LOUVERED EXHAUST GRILLE	530D	YES	WHITE	①
TG-1	TRANSFER GRILLE	96	--	WHITE	①
EG-1	EGGRATE EXHAUST REGISTER	80 - 12x12	YES	WHITE	①

① BASED ON PRICE

LOUVER SCHEDULE								
MARK	SERVICE	DIMENSIONS		CFM	FREE AREA SQ. FT.	S.P. IN. W.G.	AIR VELOCITY PPM	REMARKS
		LENGTH	HEIGHT					
L-1	EXHAUST	18"	12"	350	.50	.10	700	②①

① BASED ON HART & COOLEY MODEL I545ZF, EXTRUDED ALUMINUM CONSTRUCTION
② FLANGE FRAME WITH BIRD SCREEN



**RESTROOM
FLOOR PLAN - MECHANICAL**
SCALE: 1/4" = 1'-0"

FISH HATCHERY PARK RESTROOM BUILDING
CITY OF HASTINGS, MICHIGAN

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811 Government Avenue, S.E. • Grand Rapids, MI 49508
616-451-2116 • FAX: 616-451-1853 • EMAIL: info@mcsagroup.com



SCALE:
1/4" = 1'

Restroom Floor Plan

DATE
4.22.2024
BID SET

PROJECT NO.
2218
SHEET NO.
M1

LIGHTING KEY NOTES:

- ◇ PROVIDE OCCUPANCY SENSOR WALL SWITCH IN ALL TOILET ROOMS WITH VANDAL RESISTANT LENS - ACUITY: WSXA OR EQUAL.
- ◇ PROVIDE CEILING OCCUPANCY SENSOR WITH PROPER COVERAGE IN CORRIDOR - ACUITY: NW OR EQUAL. AUTO ON AND PARTIAL AUTO OFF AFTER 20 MINUTES. PROVIDE WIRE GUARD COVER SENSOR - ACUITY: W61 OR EQUAL.
- ◇ CONTROL EXTERIOR LIGHTS WITH PHOTOCELL AND 7 DAY PROGRAMMABLE TIME CLOCK.

GENERAL POWER NOTES:

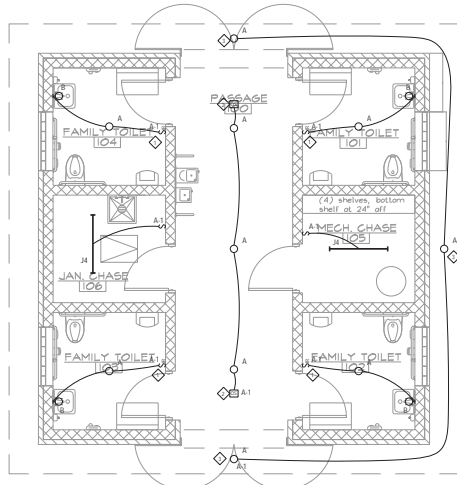
1. MOUNT PANELS, TRANSFORMERS, DISCONNECT SWITCHES, AND COMBINATION MOTOR STARTERS WITH ADEQUATE CLEARANCES IN ACCORDANCE WITH NEC 110.

POWER KEY NOTES:

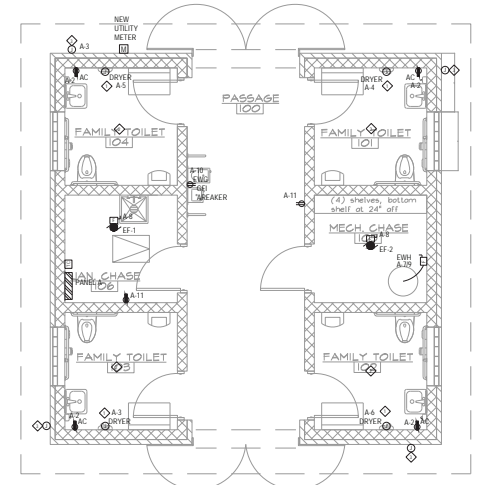
- ◇ ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL HAND DRIVERS, EXCEL - XLERATOR MODEL XL W SURFACE MOUNT, NO TOUCH CONTROL, WHITE COVER: 115V 20A 1450 W.
- ◇ EXHAUST FAN AND LIGHT FIXTURE(S) IN ROOM SHALL BE CONTROLLED TOGETHER. PROVIDE SENSOR RATED FOR MOTOR AND LIGHTING LOAD. REFER TO LIGHTING PLAN FOR CIRCUIT INFORMATION.
- ◇ ROUGH IN FOR FUTURE SECURITY CAMERA. PROVIDE WEATHER-TIGHT BLANK COVER AND MOUNT AT 7' AFF TO BOTTOM OF BOX.

LIGHT FIXTURE LEGEND

FIXTURE TYPE	DESCRIPTION	MANU.	CATALOG PART#	FINISH	VOLTAGE	LAMPS	Wattage	REMARKS
A	4" VANDAL-RESISTANT DOWNLIGHT POLYCARBONATE LENS IC RATED	KIRLIN	LRD-07VND-IC-150L-120-RVF-8FL-80CRI-35K	WHITE	120	LED 35000K	15W	
B	4" VANDAL-RESISTANT LED STRIP LIGHT POLYCARBONATE LENS	ACUITY	LVF24-2FT-NO3M-20W-35K-MVOLT-CLP-WHT	WHITE	MVOLT	LED 35000K	20W	MOUNT ABOVE MIRROR
J	4" STRIP	ACUITY METALUX HUBBELL	FEM-L49-6000UA-LPPLCL-ND-MVOLT-40K-80CRI	WHITE	MVOLT	LED 4000K	34.8	



RESTROOM FLOOR PLAN - LIGHTING
SCALE: 1/4" = 1'-0"



RESTROOM FLOOR PLAN - POWER
SCALE: 1/4" = 1'-0"

FISH HATCHERY PARK RESTROOM BUILDING
CITY OF HASTINGS, MICHIGAN

MCSA GROUP, INC.

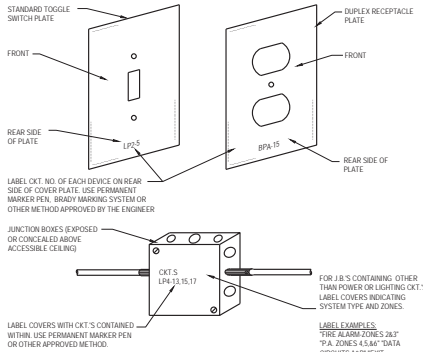
Landscape Architecture • Park & Recreational Planning • Architecture
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839 Greenwood Avenue, S.E. • Grand Central Station, NE 15006
616-651-3346 • FAX: 616-651-1955 • EMAIL: info@mcsagroup.com



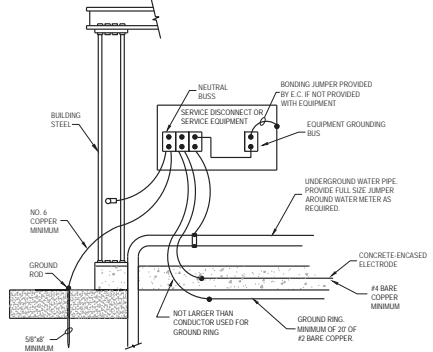
SCALE:
1/4" = 1'

Restroom Floor Plan

DATE: 4.22.2024
BID SET
PROJECT NO.: 2219
SHEET NO.: E1



A ELECTRICAL IDENTIFICATION
N.T.S.



B GROUNDING ELECTRODE SYSTEM
N.T.S.

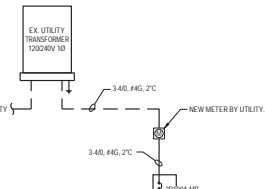
- REFER TO NATIONAL ELECTRIC CODE FOR ALL REQUIREMENTS FOR A PROPERLY GROUNDING SYSTEM.
- ALL GROUND CONDUCTORS TO BE SIZED ACCORDING TO ART. 250 OF THE NATIONAL ELECTRIC CODE.

ONE LINE GENERAL NOTES

REFER TO WIRING SCHEDULE, COPPER OR ALUMINUM MAY BE UTILIZED AT CONTRACTORS DISCRETION UNLESS NOTED OTHERWISE. COORDINATE ROUTING WITH TRADES ON SITE. PROVIDE HAZARD LABELS PER CODE MEETING AND 2024.

ELECTRICAL CONTRACTOR SHALL PROVIDE ALL DISCONNECTS (HEAVY DUTY) AND FUSES UNLESS OTHERWISE NOTED. COORDINATE WITH MECHANICAL EQUIPMENT FOR EXACT FUSE SIZES.

MEASURE GROUND GRID RESISTANCE WITH EARTH GROUND TEST MET. AND INST. ADDITIONAL GROUND BBS AND CONDUCTORS AS REQUIRED UNTIL RESISTANCE TO GROUND COMPLES WITH CODE.



C 120/240V 10 3W ONE-LINE DIAGRAM
N.T.S.

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION	MTG. HT. TO Q.
S 5j	SINGLE POLE OR 2-WAY SWITCH SPECIFICATION GRADE	48"
S p	DIMMER SWITCH	48"
S st	8" SWITCH	48"
OC	OCCUPANCY SENSOR	—
PC	PHOTO CELL	—
TC	TIME CLOCK	—
WR	WATER RESISTANT GROUND FAULT CIRCUIT INTERRUPTER WITH WEATHERPROOF WHITE UL508 COVER	18"
⚡	SPECIAL SINGLE RECEPTACLE	18"
⚡	SPECIAL OUTLET CHARACTERISTICS AS NOTED ON PLANS	AS NOTED
⚡	FUNCTION BOX 4" x 5" BOX W/ 3 GANG BASED COVER 1" IC WALL TO GLG. SPACE UNLESS OTHERWISE NOTED	AS NOTED
⚡	FUSED DISCONNECT SWITCH FCS-HEAVY DUTY	48"
⚡	NON-FUSED DISCONNECT SWITCH	48"
⚡	SW AND FUSE/FUSE HOLDER BUSSMANN "SSP" & FUSE/STAPLE FUSE	AT EOBIP
⚡	SINGLE PHASE ELECTRIC MOTOR	—
⚡	SURFACE OR FLUSH MTD. BRANCH CIRCUIT PANELBOARD	72" TO TOP
⚡	TRANSFORMER	—
⚡	FLUSH BUTTON	48"
⚡	THEMOSTAT E.C. TO BUSHING IN SINGLE GANG BOX AND 120" TO ACCESSIBLE CEILING SPACE	48"
⚡	HUMIDISTAT E.C. TO BUSHING IN SINGLE GANG BOX AND 120" TO ACCESSIBLE CEILING SPACE	48"
⚡	RECESSED DOWNLIGHT LUMINAIRE	—
⚡	SURFACE LUMINAIRE	—
⚡	PENDANT LUMINAIRE	—
⚡	WALL MOUNTED LUMINAIRE	—
⚡	SITE LIGHTING LUMINAIRE	—
⚡	STRIP LUMINAIRE	—
⚡	RECESSED LUMINAIRE 2'x4' OR 2'x2'	—
⚡	SURFACE LUMINAIRE 2'x4' OR 2'x2'	—
⚡	PARTIALLY SHADED LUMINAIRE OR WITH "E" SUPPORT ARE EMERGENCY	—
⚡	EXIT SIGN, WALL MOUNTED OR CEILING MOUNTED ARROWS INDICATE PATH OF EGRESS	—
⚡	REMOTE EMERGENCY HEAD	—
⚡	BATTERY EMERGENCY LUMINAIRE	—
⚡	CEILING SPEAKER	—
⚡	CARD READER	48"
⚡	SECURITY DOOR CONTACT	AT DOOR HEAD
⚡	SECURITY INTERCOM	48"
⚡	SECURITY CAMERA - "N" DENOTES WALL MOUNTED CHEVRON INDICATES 0M LINE	TYPICALLY CLG MOUNTED
⚡	SECURITY DOOR REQUEST TO EXIT	AT DOOR HEAD

SYMBOL NOTES:
1. "AC" DENOTES ABOVE COUNTER. COORDINATE HEIGHT WITH ARCHITECT.
2. "W" DENOTES WALL MOUNTED OR UP DEVICE.
3. "F" DENOTES FLUSH MOUNTED.
4. "Y" DENOTES MOUNTED IN FACE OF CABINETS.

CONDUCTOR AND CONDUIT SIZING			
MAX. OCCUP.	COPPER WIRE (3) COND + G DESCRIPTION	ALUMINUM WIRE (3) COND + G DESCRIPTION	ALUMINUM WIRE (4) COND + G* (NON-LINEAR LOADS) DESCRIPTION
20	3/12 #125, 12PC	4/12 #125, 12PC	4/12 #125, 12PC
30	3/18 #150, 3APC	4/18 #150, 3APC	4/18 #150, 3APC
40	3/18 #150, 3APC	4/18 #150, 3APC	4/18 #150, 3APC
50	3/18 #150, 3APC	4/18 #150, 1PC	4/18 #150, 1PC
60	3/18 #150, 1PC	4/18 #150, 1PC	4/18 #150, 1PC
70	3/18 #150, 1PC	4/18 #150, 1APC	4/18 #150, 1APC
80	3/18 #150, 1PC	4/18 #150, 1APC	4/18 #150, 1APC
90	3/18 #150, 1APC	4/18 #150, 1APC	4/18 #150, 1APC
100	3/18 #150, 1APC	4/18 #150, 1APC	4/18 #150, 1APC
110	3/18 #150, 1APC	4/18 #150, 1APC	4/18 #150, 1APC
125	3/18 #150, 1APC	4/18 #150, 1APC	4/18 #150, 1APC
150	3/18 #150, 1APC	4/18 #150, 1APC	4/18 #150, 1APC
175	3/24 #200, 2PC	4/24 #200, 2PC	4/24 #200, 2PC
200	3/24 #200, 2PC	4/24 #200, 2PC	4/24 #200, 2PC
225	3/24 #200, 2PC	4/24 #200, 2PC	4/24 #200, 2PC
250	3/24 #200, 2PC	4/24 #200, 2PC	4/24 #200, 2PC
300	3/24 #200, 2PC	4/24 #200, 2PC	4/24 #200, 2PC
350	3/24 #200, 2PC	4/24 #200, 2PC	4/24 #200, 2PC
400	3/24 #200, 2PC	4/24 #200, 2PC	4/24 #200, 2PC
500	3/24 #200, 2PC	4/24 #200, 2PC	4/24 #200, 2PC
600	3/24 #200, 2PC	4/24 #200, 2PC	4/24 #200, 2PC
700	3/24 #200, 2PC	4/24 #200, 2PC	4/24 #200, 2PC
800	3/24 #200, 2PC	4/24 #200, 2PC	4/24 #200, 2PC
1000	3/24 #200, 2PC	4/24 #200, 2PC	4/24 #200, 2PC
1200	3/24 #200, 2PC	4/24 #200, 2PC	4/24 #200, 2PC

NOTES: AMPACITY THINWALL 75 DEG. RATING NEC - 90%
*CONDUCTOR AMPACITY REDUCED TO 80% PER NEC AMPACITY TABLE 310 (NEC) DUE TO ASSUMING NON-LINEAR LOADS. THE NEUTRAL SHALL BE CONSIDERED TO BE A CURRENT-CARRYING CONDUCTOR. CONDUIT SIZE BASED ON EMT. E.C. RESPONSIBLE FOR SIZE CHANGES WHEN DIFFERENT TYPE OF CONDUIT IS USED.
NOTE: LIGHTING LOADS ARE CONSIDERED NON-LINEAR. THEREFORE MOST PANELS ARE NON-LINEAR.

A										
BASED ON SD 4 LINE OR EQUAL										
CKT NO.	LTG.	HVAC	MTRS.	REC.	OTHER	DESCRIPTION	CKT BRKR	L BRKR	DESCRIPTION	
1	265					LIGHTING	20	A	20	RESIST RM
3						1200 HAND DRYER	20	B	20	HAND DRYER
5						1200 HAND DRYER	20	A	20	HAND DRYER
7						4500 ELEC. WATER HTR	30X2	B	20	ES-1, ES-2
9							1	A	20	ELEC. WTR COOLER*
11						300 GEN RECEPTACLE	20	B	20	SPARE
13							20	A	20	SPARE
15							20	B	20	SPARE
17							20	A	20	SPARE
19							20	B	20	SPARE
SUBT	265	0	0	0	380	6500				
TOTAL LOAD						12,829 VA				
LTO =						285 VA				
HVAC =						0				
MOTORS =						984 VA				
OTHER =						10,500 VA				
TOTAL DIV. LOAD =						13,141 VA				
LINE AMPS X 1.25 =						68 A				
NOTES										
* GFCI CIRCUIT BREAKER										

FISH HATCHERY PARK RESTROOM BUILDING
CITY OF HASTINGS, MICHIGAN

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Development Planning • Interior Design • Sports Facility Planning
837 Greenwood Avenue, S.E. • Grand Central Station, NE 10000
616-611-3346 • FAX: 616-651-1958 • EMAIL: info@mcsagroup.com

SCALE:

Legend & Details

DATE: 4.22.2024
BID SET

PROJECT NO. 2248
SHEET NO. E2



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Travis J. Tate, P.E., Director of Public Services

Subject: Design Services from IAI for Alum Tank Improvements at the WWTP

Meeting Date: May 13, 2024

Recommended Action:

Motion to approve the proposal from Infrastructure Alternatives, Inc. (IAI) for design services to improve the Alum Tank at the Wastewater Treatment Plant (WWTP) for **\$12,900**.

Background Information:

The WWTP Alum Tank Heater is not working and will need repair for it to operate in the wintertime. The heater allows the aluminum sulfate in the tank to stay at an acceptable temperature to be pumped at a common channel to the final clarifier.

The existing heater is located beneath the tank and is not working. To fix it, the fiberglass tank will need to be cleaned by industrial cleaners prior to cutting into the tank to access where the heater is located. This alternative will be costly, will shorten the life of the fiberglass tank, and will remain the same, ineffective situation when a breakdown happens in the future.

DPS staff and superintendent are proposing an alternative solution. We will locate the alum tank inside the building with a circulating and heating pump. This will heat the aluminum sulfate and will allow circulation within the tank. An additional benefit to this is that we will be able to measure how much alum is used per day.

Before we can make this improvement, a Part 41 permit must be approved by EGLE. We proposed for IAI to design the improvements and prepare what is necessary for the application. Please review the attached IAI proposal for details. We have compared this proposed fee amount and to other recent project proposals from other design companies and this is a competitive amount for the level of service in the scope.



Regular Council Agenda Item Memorandum

Financial Implications:

The Water and Sewer Fund has adequate funds available reserved for engineering.

Attachments:

- IAI Proposal Letter



April 22, 2024

Mr. Travis Tate, P.E.
Director of Public Services
City of Hastings
201 E. State Street
Hastings, MI 49058
Email: ttate@hastingsmi.gov

**Re: Engineering Services Proposal – Part 41 Chemical Feed Improvements
City of Hastings, Barry County, Michigan**

Mr. Tate:

Infrastructure Alternatives, Inc. (IAI) is pleased to present this proposal to the City of Hastings DPS for preparation of design drawings and Part 41 permit application for chemical feed improvements at the City's wastewater treatment facility. The proposed scope of services is outlined below.

Scope of Services

The City of Hastings has requested a proposal for engineering evaluation and preparation of design plans for installation of a day tank to replace the existing aluminum sulfate feed system at the wastewater treatment facility. We understand that the City has experienced freezing issues with the current chemical feed system, which consists of a 7,500-gallon fiberglass reinforced plastic (FRP) outdoor storage tank pumped to a common channel to the final clarifier.

The following addresses the work plan scope for completing the design drawings and Part 41 permit application:

1. Visit the wastewater treatment facility and evaluate current chemical feed equipment setup, discuss with operations staff, and review as-built record drawings.
2. Prepare design plans and Part 41 permit application for proposed improvements.
3. Prepare as-built drawings upon construction completion.



**INFRASTRUCTURE
ALTERNATIVES, INC.**

Estimate of Cost

Total estimated for engineering as outlined in the Scope of Services is \$12,900. As a cost savings for the City, this estimate utilizes Ford's capability for on-site construction oversight activities as part of daily operations at no added cost. Oversight includes construction observation, answering questions, taking notes and progress photos.

We appreciate the opportunity to provide this proposal. We can begin immediately following receipt of written authorization. If there are any questions or concerns, please do not hesitate in contacting us at (616) 866-1600.

Very truly yours,

Infrastructure Alternatives, Inc.

Sara Soleau Digitally signed by Sara
Soleau
Date: 2024.04.22 14:05:56
-04'00'

cc. Verne Robins, VRobins@hastingsmi.gov
Ford Hamman, fhamman@iaewater.com



Regular Council Agenda Item Memorandum

To: City Council

From: Travis J. Tate, P.E., Director of Public Services

Subject: Cemetery Maintenance & Sexton Contract Extension Wickham Cemetery Care, LLC

Meeting Date: May 13, 2024

Recommended Action:

Motion to approve the proposed three (3) year contract extension with Wickham Cemetery Care, LLC, for maintenance and sexton services at Riverside Cemetery, for the original 2018 price of \$1,605.77 per week or \$83,500 per year.

Background Information:

The maintenance and sexton contract was bid in 2018 for the same amount In 2021 Wickham offered to maintain the same prices for 3 more years. Now, in 2024, as the contract extension is set to runout June 30th, 2024, they are offering to maintain the same prices for a three year contract extension. If the council does not want to extend the contract, then the city will send out RFPs.

Financial Implications:

It is in the budget every year to do this work.

Attachments:

- *Original 2018 Bid Tab*
- *Wickham Extension Letter*



City of Hastings
Department of Public Services

Riverside Cemetery Operations and Maintenance
Bid Tabulation

June 11, 2018



The City of Hastings Department of Public Services received and opened sealed bids for the provision of maintenance and burial services at Riverside Cemetery on June 8, 2018 at 9:00 am at Hastings City Hall. A tabulation of the bids received follows:

BIDDER

Hallifax Services
Hastings, MI

PRICE COMPONENTS and AMOUNTS:

Spring & Summer Lawn Mowing and Maintenance:

Unit price per week -	\$1,629.00
Total Spring and Summer Maintenance and Winter Snow & Ice Removal -	\$84,708 /year

Unit prices for the following items to be included as part of this bid proposal:

Grave Opening and Closings:

Adult – Monday thru Saturday 8am to 5pm - Unit price per grave opening and closing	\$750.00 /each
Sundays, Holidays - Unit price per grave opening and closing	\$1,500.00 /each
Children - (Coffin 4ft or less) Monday thru Saturday 8am to 5pm - Unit price per grave opening and closing	\$500.00 /each
Sundays, Holidays - Unit price per grave opening and closing	\$1,000.00 /each
Cremains – Monday thru Saturday 8am to 5pm - Unit price per grave opening and closing	\$300.00 /each
Sundays, Holidays - Unit price per grave opening and closing	\$600.00 /each
Monument Foundation and Markers: Unit price per square inch -	\$0.50

BIDDER

Wickham Cemetery Care
Hastings, MI

PRICE COMPONENTS and AMOUNTS:

Spring & Summer Lawn Mowing and Maintenance:

Unit price per week - \$1,605.77

Total Spring and Summer Maintenance
and Winter Snow & Ice Removal - \$83,500 /year

Unit prices for the following items to be included as part of this bid proposal.

Grave Opening and Closings:

Adult – Monday thru Saturday 8am to 5pm -
Unit price per grave opening and closing \$550.00 /each

Sundays, Holidays -
Unit price per grave opening and closing \$650.00 /each

Children - (Coffin 4ft or less)

Monday thru Saturday 8am to 5pm -
Unit price per grave opening and closing \$300.00 /each

Sundays, Holidays -
Unit price per grave opening and closing \$350.00 /each

Cremaains – Monday thru Saturday 8am to 5pm -
Unit price per grave opening and closing \$150.00 /each

Sundays, Holidays -
Unit price per grave opening and closing \$200.00 /each

Monument Foundation and Markers:

Unit price per square inch - \$0.37

Lee Hays
Director of Public Services

Wickham Cemetery Care, LLC
3590 E. Barnum Road
Hastings, Michigan 49058

April 30, 2024

City of Hastings
Hastings, Michigan 49058

To Whom it May Concern:

The current contract for sexton services is set to expire June 30, 2024. I am writing to express interest in renewing the existing contract for services, with the annual amount of \$83,250.00, paid in monthly installments of \$6937.50. The proposed contract would date from July 1, 2024 to June 30, 2027.

Please feel free to contact me with any questions.

Josh Wickham
Wickham Cemetery Care
(269) 589-9816



Regular Council Agenda Item Memorandum

To: City Council

From: Travis J. Tate, P.E., Director of Public Services

Subject: Riverside Cemetery Landscaping Proposal

Meeting Date: May 13, 2024

Recommended Action:

*Motion to approve the proposal from Harder & Warner to provide improved landscaping at the Riverside Cemetery's north entrance for a sum not to exceed **\$5,523.90**.*

Background Information:

The Advisory Board would like to improve landscaping at the primary north entrance at Riverside Cemetery. The existing landscaping is not adequate size or condition and could be more aesthetically pleasing. Therefore, I reached out to about seven landscapers in the greater area and received two that would be willing to do this work of designing and installing landscape areas. Both landscapers are qualified and had excellent preliminary designs and cost estimates, However the board chose Harder and Warner over KV landscaping mainly because of price.

Financial Implications:

There is \$10,000 budgeted for this work.

Attachments:

- *Harder and Warner Estimate*
- *KV Landscaping Estimate*



City of Hastings

Riverside Cemetery

West State Road

Hastings, MI 49058

1. We would have the area staked by Miss Dig
2. We would then remove all existing vegetation.
3. We would prep the area with top soil
4. We would plant the large trees of your choice as the focal points to compliment the existing entry arch.
5. We would then add shrubs and perennials for added color and texture.
6. The Shrub roses would give all summer color.
7. Your choice of perennials will add seasonal color. Astilbe would bloom in the spring. Coral Bells would give all summer leaf color with a June flower.



Heuchera
'Delta Dawn'



Heuchera
'Electra'



Heuchera
'Electric Lime'



Heuchera
'Fire Alarm'



Heuchera
'Fire Chief'



Heuchera
'Forever Purple'



Heuchera
'Frost'



Heuchera
'Galaxy'



Heuchera
'Georgia Peach'



Heuchera
'Georgia Plum'



Heuchera
'Ginger Ale'



Heuchera
'Ginger Peach'

MATERIALS FOR THIS PROJECT

I have used all very mature plants as the cemetery is established and a very mature background.

You may choose between

1. 2 Jack Pears They have the beautiful white flowers in the Spring but are dwarf trees topping out at approximately 15 feet.
2. 2 Columnar Maples They stay narrow and offer great Fall Color
3. Keteleeri Junipers They are very hardy and deer resistant. They top out at around 16 feet. They are 12 feet at present. They are perfect for year around green. They are narrow at 4 to 6 feet wide. They are the perfect columnar accent for the existing arch!!

We would love you to tour the Garden Center to view and choose your own or I will happily choose the very best for you!

2 Balled and Burlaped Jack Pears or Columnar Maples @ 450 = 900

4 Knock out roses @ 40 = 160

6 small shrubs @ 40 = 240

10 perennials @ 20 = 200

8 yards Dark Brown Color Enhanced Mulch = 280

1 yard topsoil = 35

TOTAL MATERIALS 1815 TAX 108.90 = 1923.90

Labor and Disposal 3000

Total Project \$ 4923.90

Options

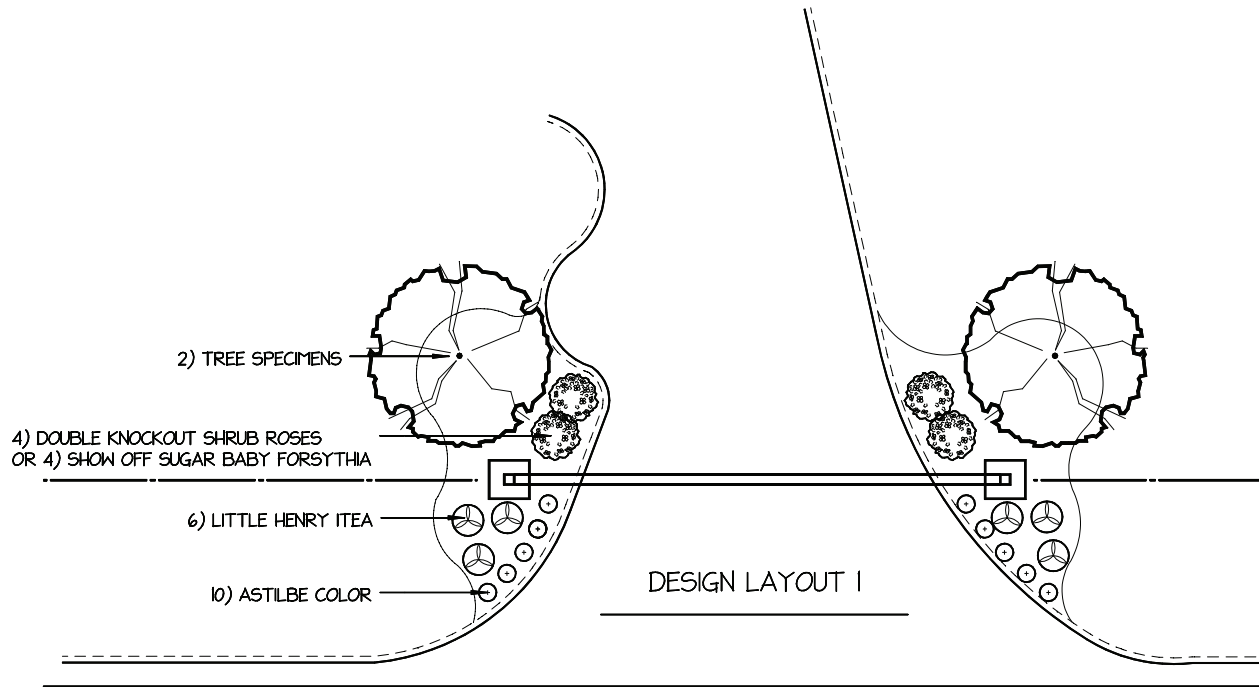
If you want to add the Keteleeri Juipers, add 600 dollars \$5523.90

If you want to go with 5-foot Junipers or potted trees, subtract 300 dollars \$4623.90



HARDER & WARNER LANDSCAPES, INC.
KATHY WARNER

CITY OF HASTINGS - RIVERSIDE CEMETERY
W. STATE ROAD, HASTINGS MI
1" = 10'



SHRUB ROSES



JACK PEAR TREE



SUGAR BABY FORSYTHIA



COLUMNAR MAPLE



LITTLE HENRY ITEA



KETELEERI CHINESE JUNIPER



ASTILBE COLORS



K V Landscapes
6071 Depot St.
Alto, MI 49302
info@kvlandscapes.com

Hastings City
210 E State St.
Hastings, MI 49058

Dear Mr. Travis Tate

We very much appreciate the opportunity to do a design/bid on the Hastings Riverside Cemetery this year. We have over 20 years of design/build experience. We also have an outstanding crew that can execute the plan in a timely and professional manor. I have included the design and proposal for your consideration. This is just one option. If you would like to see any changes or if you have any other ideas that you would like to incorporate into the plan we can definitely make that happen. Please let me know if you have any question or concerns.

Sincerely,

Kris VanOtteren (owner)

K V Landscapes LLC



K V Landscapes
5710 Whitneyville Ave
Alto, MI 49302
(616) 340-2463

Riverside Cemetery
1003 W State Rd.
Hastings, MI 49058

LANDSCAPING PROPOSAL

-TEAROUT AND REMOVAL OF EXISTING LANDSCAPE AND SOIL	\$	975.00
-IRRIGATION RECONFIGURATION/REPAIR (WE MAY PUT IN DRIP LINE INSTEAD OF THE CURRENT ROTORS)		1250.00

PLANTINGS

10 DWARF KOREAN LILAC	\$	550.00
2 SERVICE BERRY TREES		750.00
10 GREEN VELVET BOXWOOD		450.00
8 KARL FORESTER GRASS		280.00
16 ASSORTED CORAL BELLS		400.00
10 AUTUMN JOY SEDUM		180.00
-INSTALLATION OF MULCH IN LANDSCAPE BEDS		425.00
-TOPSOIL, PEAT, SAND PLANTING MIX		580.00
-BOULDER ACCENTS		1150.00
-ALUMINUM EDGING		255.00
LABOR		1880.00

PROJECT TOTAL	\$	9125.00
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CLIENT APPROVAL:

SIGNATURE _____

DATE _____



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Approval of MABAS Agreement for Fire Mutual Aid

Meeting Date: May 13, 2024

Recommended Action:

Motion to authorize the Michigan Mutual Aid Box Alarm System Association Agreement and the City of Hastings' participation therein.

Background Information:

Authorization of this agreement and participation in MABAS would supersede any other mutual aid agreements we have with participating municipalities. Chief Jordan will be present at the council meeting to provide additional information about how the system operates.

Financial Implications:

None.

Attachments:

- Amended MABAS Agreement

**AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION
AGREEMENT**

Effective Date: _____

BETWEEN

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES
TO THIS INTERLOCAL AGREEMENT**

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means the MI-MABAS Agreement.
- B. "Michigan Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a

Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;

- C. “Party” means a political subdivision which has entered into this Agreement as a signatory;
- D. “Requesting Party” means any Party requesting assistance under this agreement;
- E. “Assisting Party” means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. “Emergency” means an occurrence or condition in a Party’s jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. “Disaster” means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
- H. “Serious Threats to Public Health and Safety” means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;

- I. "Division" means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. "Training" means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;
- K. "Executive Board" means the governing body of MI-MABAS composed of Division representatives.
- L. "Effective Date" means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.
- M. "Special Operations Teams" means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

SECTION THREE

Establishment of the Association, the Divisions and Executive Board of MI-MABAS

A. Establishment of the Association

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
2. Name of MI-MABAS. The formal name of the Association is "Michigan Mutual Aid Box Alarm System Association".

3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association ("Principal Office") shall be at such locations determined by the MI-MABAS Executive Board.

B. Establishment of the Executive Board.

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the

Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MI-MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and by laws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.

- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The

Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

- A. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

- C. This Agreement shall continue until terminated by the first to occur of the following:
- (i) The Association consists of less than two (2) Parties; or,
 - (ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents

necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

- L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Political Entity

Chief Executive Official

Date



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Set Public Hearing of Necessity for Parking Lot Special Assessment District

Meeting Date: May 13, 2024

Recommended Action:

Motion to set a public hearing on May 28, 2024, at 7:00 PM to determine the necessity of a special assessment district for downtown parking areas.

Background Information:

A Parking Special Assessment District (SAD) was created to help cover the cost of some parking lot maintenance and snow removal in the downtown area.

City staff is recommending the authorization of the Parking SAD and placing the assessment on the summer 2024 tax bills. This public hearing will be to address the necessity of this SAD for downtown parking areas.

Financial Implications:

If the assessment for the Parking SAD is not approved, the city's General Fund will have to absorb the costs of maintenance and snow removal in the downtown parking lots.

Attachments:

None



2024 May Council Report

To: The City Council

From: Travis J. Tate, P.E., Director of Public Services

Subject: DPS Monthly Council Report

Meeting Date: May 13, 2024

DDA Streetscape Project:

Katerberg VerHage has most of the concrete poured on the South block between Jefferson and Church Street. They will begin this week or next removing concrete on the South block between Michigan and Jefferson. They will continue moving East on the South side 3-4 weeks at a time.





2024 May Council Report





2024 May Council Report





2024 May Council Report

Green and Market Street Improvements Project:

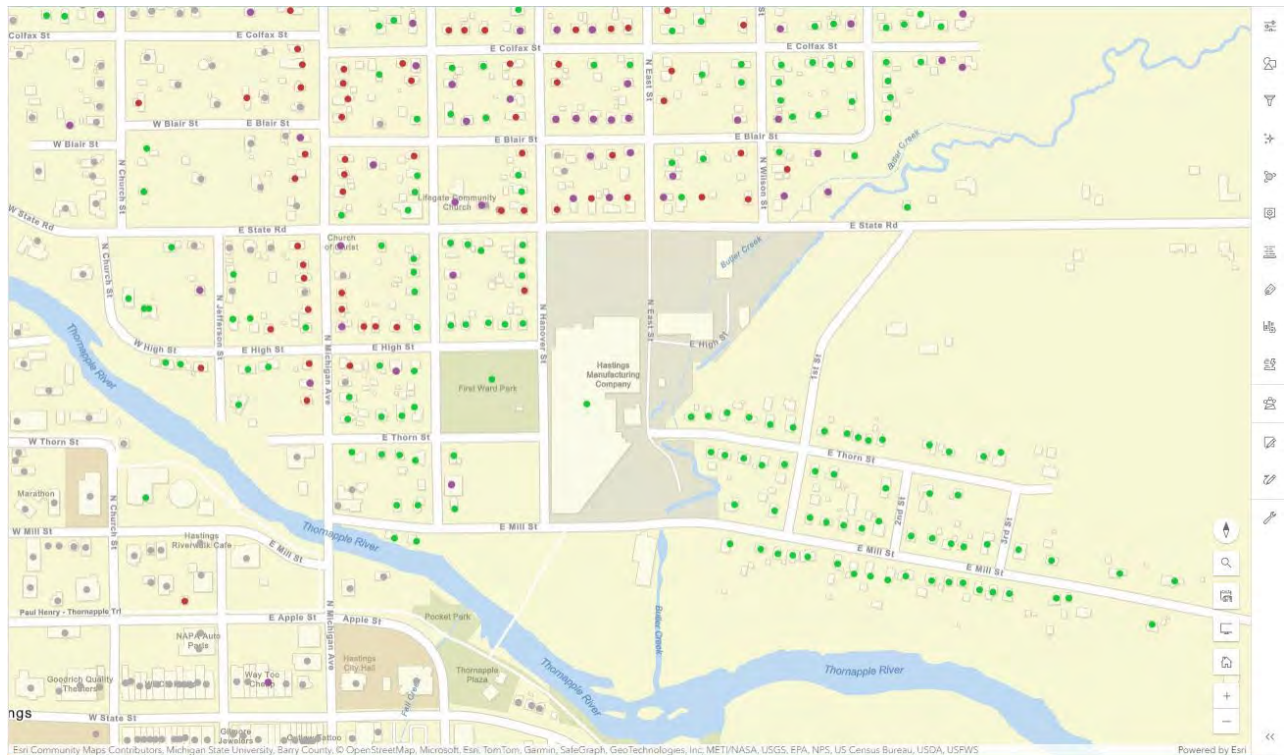
Moore & Bruggink, Inc. is continuing to work on preliminary layout and utility design. They are working on a design the Green Street with an alternative cross section, to allow for bike paths on each side. This will widen the road a few feet from the Hospital to Park Street. So, the alignment likely will change slightly from existing, to minimize the amount of trees to be removed, in particular large ones. This improvement to the road will encourage bicycle traffic from Fish Hatchery Park to adjacent neighborhoods, schools and downtown.

We are also looking at an alternative to include a round about at Market Street. This primarily will encourage traffic calming and flow at the intersection. Also two pedestrian islands are looked at to be added at the hospital for traffic calming and pedestrian safety.

DWAM Lead Line Replacement Program:

DPS has over half of the approximately 25 services to be replaced East of Michigan, West of Hanover, South of State Road and North of the Thornapple River.

Below is a photo of the ArcGIS map we use to keep track of water services in the city. As you can see the green dots represents verified acceptable services determined by EGLE, the red represent verified lead services, the purple represents verified galvanized steel, and the gray represent unknown that still need to be verified.

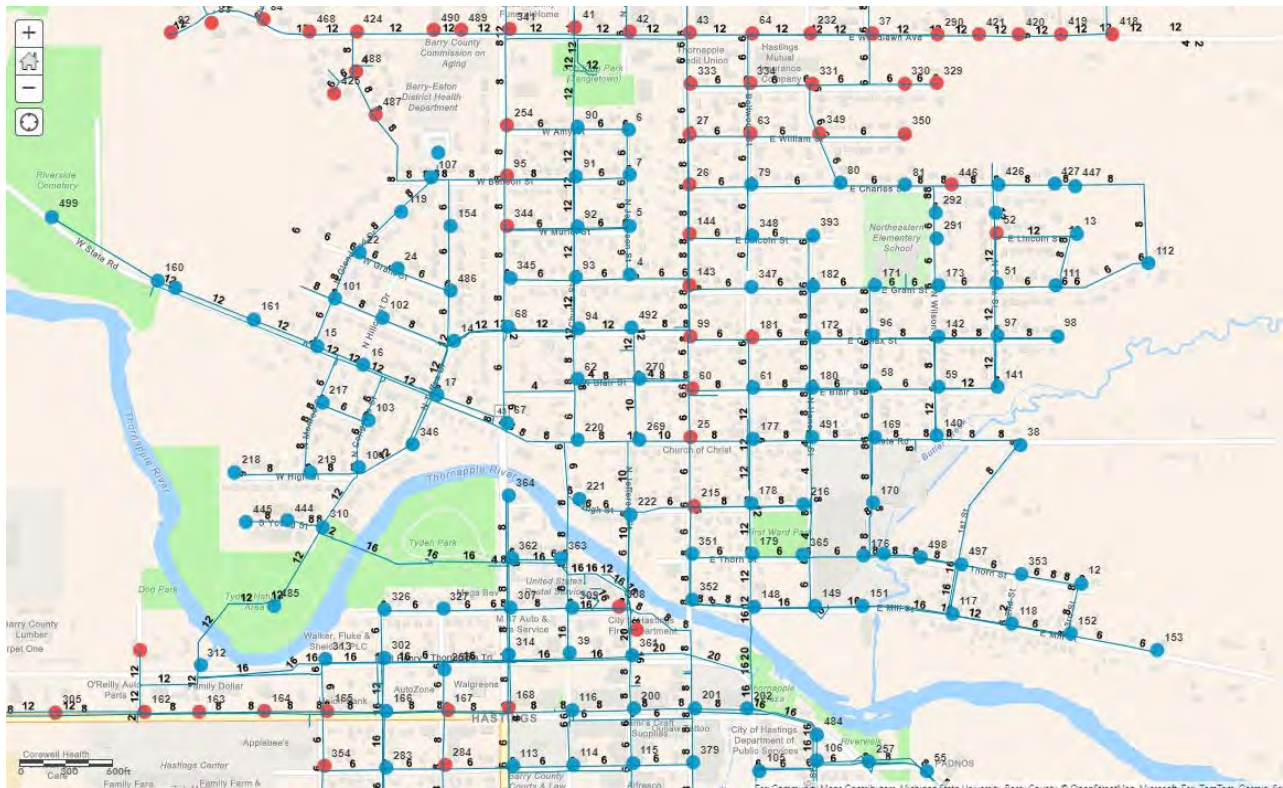




2024 May Council Report

Hydrant Flushing:

Hydrant Flushing was completed last week. DPS is using ArcGIS to keep track and plan for crews to coordinate activity better.



Other Projects Include:

Chip Seal for Apple Street:

Boltwood to Broadway, & Broadway to Industrial Park) and West State Road (Glenwood to West City Limits.

Spring Leaf & Brush Pick-up:

Leaf & Brush pick-up Began April 15 and ended May 6.



2024 May Council Report

Elevated Storage Tanks Security System:

Completed two weeks ago. It is now operational. If the alarm is set, the system will automatically inform Barry County 911.

DWSRF and USDA Loan Applications:

Moore & Bruggink, the consulting engineer is preparing USDA RD Loan applications and DWSRF Plan application this Spring.

Upcoming Summer Projects:

- **Valve Exercising Program**
- **Parking Lot 8 Improvement**
- **Cemetery Memorial Wall Construction**
- **WTP Generator Wall**
- **Streetline Painting**
- **Final Clarifier #2 Upgrade Engineering**

I will gladly answer any questions that Council members have at the meeting.

Respectfully,

Travis Tate, P.E.

DPS Director

City of *Hastings* Michigan

(269) 945-2468
FAX (269) 948-9544

201 E. State Street 49058

Fire Department Council Report April 2024

The department responded to 49 calls for service: 19 in the city, 30 in the townships and 2 mutual aid. Our members spent a total of 93 hours responding to calls for service. Total calls for service in 2024 YTD is 247.

Training

Our members trained a total of 42 hours. We continued to focus on apparatus awareness, pump operations and radio communications for the paid-on call members. Dylan Mead and Jacob Neil are ready to wrap up Fire Academy. They both have met the required skills in class to take their final tests in early May for their Firefighter 1 and 2 Certifications. Faith Stauffer, who came on board last year, has passed all class skills to take the National Registry test in early May to be a certified MFR. Please join me in wishing them the best of luck in their upcoming tests.

Smoke/ CO detector installations

We installed 12 smoke detectors and 6 carbon monoxide detectors in April. We are continuing to push and increase awareness to this program, which is sponsored by the State of MI and the United Way.

Department activities

We have continued to make changes within the department, to meet reporting and response guidelines so as a department we meet NFPA and OSHA guidelines. One goal that is getting close to be complete is the departments conversion to the 800 MHZ radio system. We are currently conducting most of our communications on 800 but plan to move 100% in May. We will be the second fire department based in the county to move to the 800 MHz State System, although all law enforcement have been on 800 MHz for many years.

Chief's comments

Two new members joined the department in April, Noah Strimback as a probationary firefighter and Isabelle Storm, who comes to us already licensed as an EMT. Isabelle and Noah will be pursuing their Firefighter certification this coming year. Both serve in the National Guard; we are excited to have them on board and look forward to working with both going forward.

Respectfully,

Chief Mark Jordan



City of Hastings Fire Department

Incident Analysis

4/1/2024 - 4/30/2024

INCIDENT TYPE CATEGORY BREAKDOWN

4/1/2024 - 4/30/2024

Code	Incident Type Series	Occurrences	Percentage
100-199	Fire/Explosion	3	6.1%
200-299	Overpressure Rupture	1	2.0%
300-399	Rescue Call	22	44.9%
400-499	Hazardous Condition	5	10.2%
500-599	Service Call	1	2.0%
600-699	Good Intent Call	12	24.5%
700-799	False Call	5	10.2%
800-899	Severe Weather/Natural Disaster	0	0.0%
900-999	Special Type/Complaint	0	0.0%
	Undetermined Incident Series	0	0.0%
	Total	49	100.0%

MUTUAL AID DISTRICT BREAKDOWN

District	Fire	EMS	Other	Total	Percentage
Mutual Aid	1	0	1	2	4.1%
Total	1	0	1	2	4.1%

FIRE DISTRICT BREAKDOWN

District	Occurrences	Percentage
Baltimore Twp	7	14.3%
Carlton Twp	2	4.1%
Hastings Twp	6	12.2%
Irving Twp	5	10.2%
Rutland Twp	8	16.3%
Ward 1	4	8.2%
Ward 2	5	10.2%
Ward 3	5	10.2%
Ward 4	5	10.2%
Total	47	95.9%



City of Hastings Fire Department

Apparatus Summary

4/1/2024 - 4/30/2024

Total Runs : 49

RESPONSE TOTALS PER APPARATUS		
NAME	TOTAL	APPARATUS %
831 Engine.....	21	42.9 %
832 Engine.....	1	2 %
8331 Grass.....	1	2 %
834 Tanker	3	6.1 %
835 Command.....	34	69.4 %
837 Rescue.....	16	32.7 %
POV	18	36.7 %



HASTINGS PUBLIC LIBRARY

Explore • Imagine • Grow

Library Director's Report for the May 6, 2024 Board Meeting

April was a good month. The weather was great, there were lots of activities and programs, plus three days of music in the building during Jazz Fest. I'm going to briefly touch on the activities in April. Then you'll get details from the staff member responsible for the events.

The month started with spring break week, so Erin offered LEGO Day to kick things off. Two days later she did an eclipse story time where she handed out eclipse glasses to each family who attended. She had a movie day planned for that week, but had to cancel when we closed for three days for post-construction cleaning. There will be more about the cleaning later.

The Library was hopping the day of the eclipse. People heard we were giving away eclipse glasses and they rushed here to get them before the big event. Barb shares the details in her report.

The Friends of the Library hosted a Victorian Tea fundraiser in the community room on April 13. It was a lovely event, with sixty-four women attending. Everyone one agreed the eight tables were lovely, the food was delicious, and the speaker, Wendy Batchelder, was captivating. Registration for the event filled so quickly they could not accommodate everyone who wanted to attend. Therefore, they have already decided to move next year's event to a larger venue. They raised \$1,167. Here are pictures of two of the tables.



The following weekend was the Barry Roubaix. The Library didn't have any direct connection to the event, but it was extremely busy. We had our regularly scheduled Dungeons & Dragons and Warhammer groups playing in the community room and on top

of that many families chose to hang out in the building as they waited for their family member to complete the race. The staff working that Saturday told me the place was swarming with people most of the time we were open. It was a great opportunity to serve our community and our guests. I want to thank Janet Johnson for manning our parking lot to keep parking spaces available for those using the Library. Otherwise, it would have been filled by the racers.

The Library was one of the venues for the 20th Annual TAC Jazz Fest April 25-27. During the three day event twenty-three middle and high school bands performed in our community room. I like jazz, so I was thrilled to have the opportunity to hear all that music. This year's event ran very smoothly, which I attribute to the hard work of the Jazz Fest committee and the staff of the Arts Council.

With the events I have mentioned, along with the others you'll hear about, we had a remarkable number of people visit our building in April. The number recorded on our door counters was 9,083, but I'm sure it was much more than that. The counters don't have the ability to count multiple people if they come through the doors at the same time, which happened a lot during the Jazz Fest and Roubaix. I estimate we had closer to 9,400 visitors this month. That beats the most visits in a month this year by 1,240 people.

Now on to other business. DHE started the air conditioners for the first time and did some adjusting to the exhaust fans to make sure we have positive air pressure in the building. They also came and did the first preventative maintenance on the new HVAC system.

Kyle Badge, from Pulse Building Services, in conjunction with DHE, has been checking all the in-floor fans and other systems related to the HVAC system. He has made several adjustments, found some fans that weren't working and is still working on regulating the system for optimum efficiency. David and I will meet with him the first week of May to discuss his findings.

Customized Cleaning Service wrapped up the building cleaning the last week of the month. It ended up taking longer than they planned due to crew illness. It's great to have the layers of construction dust gone.

Twice over the last few months we have been hit by ransomware. Clark Technical Services, our IT contractor, was able to get us back up and running the same day both times. They were able to prevent any loss of data. They recommended we increase our software security and also move to two factor authentication for the VPN. The increased cost seemed well worth it to avoid another attack.

All in all, April was full and rewarding month.

Assistant Director, David Edelman's report:

April felt like a really fast month. Personally, I completed the first two classes in my MLIS program. Ten to go! Professionally, some great stuff happened this month. Let me know of any questions.

- AI: I watched Part 2 of the AI in Libraries seminar that I attended in March. There

were several additional sessions that proved interesting, one of which gave me an entire workshop's worth of material for a ChatGPT introduction. I'm considering doing a class for staff and the public in Fall 2024.

- **MI Room Donations:** We received several interesting donations this month. I am always amazed at how people contact us out of the blue with offerings. This month we received:
 - A collectible spoon engraved with an image of the old Hastings school where the Central School is now located.
 - A collection of short stories all about life in Barry County from the late 1800s to the mid-1900s.
 - A backup copy of the Robinson family history.
- **Maple Valley News:** All PDFs are now online. This is the last major digitization project until more funding can be found. There are still ~475 issues of the paper yet to scan which will be the priority when money is available. Estimated cost is \$2,800.
- **Book Banning Presentation:** On Friday, April 9, I presented to the Hastings Women's Club. We talked about book banning and the legislation pending at the state capitol to help libraries when they receive challenges. The group seemed very engaged and appreciated the discussion.

Circulation Supervisor, Tess Allarding's report:

April was a busy month! I started the month off by attending the Public Library Association Conference in Columbus, OH. I am so excited by all the knowledge and resources I was able to bring back. I attended a breakout session titled Three Must-Have Activities for New Employee Training, which explained that the three basic activities needed for new employees are discussions, independent searching, and scenario practice. This allows the employee to be more active in their training, rather than passively reading or being told about policies and procedures. David and I have been hard at work revamping our new employee training, and have definitely included more space for independent searching in our training document. I would like to do some more research to craft various scenarios that new employees can respond to and can discuss in more detail with their supervisor. Throughout the process of creating this new training document, David and I have identified several opportunities to create written procedures we haven't had previously. These include written procedures for when an item is returned damaged or in need of mending, going through the 'Claims Returned' process (where a patron claims they have returned an item, but it has not been located here at the library), and additional duties for Library Assistants to complete during slow times.

David has also begun walking me through the steps of planning the library's annual craft show, Art @ the Library, as I will be taking over the role of organizing the event this year. In May I plan to begin crafting an invitation to welcome back past vendors. Helping David the day of the event last year certainly makes me feel prepared to lead the event this year, and I'm looking forward to it being a success!

Our newest Library Assistant, Ken Petto, has transitioned into his role here very well, and has been able to take on some additional duties. He is now processing all new magazines we receive, and is helping Barb oversee the puzzle exchange. Ken has also helped me search for items on the various reports I run each month. His enthusiasm to help with any task is a great asset to the team!

Our Community and Study Rooms got a lot of use in the month of April. Outside of library events, the Community Room was able to be utilized for ten different events held by community members. Additionally, there were twenty documented uses of the Study Room throughout the month, although that number is likely higher to account for walk-ins.

Marketing & Adult Services, Barbara Haywood's report:

- Adult Winter Reading Results: of the sixty-four patrons registered twenty-four finished.
- The Library received a grant providing us with 1000 pairs of eclipse glasses. The only requirement was that we provide education about eclipse viewing safety before we handed them out. Erin did several eclipse programs in March and April, giving out 200 pairs. We gave out the remaining 800 pairs in less than 2 hours on the day of the eclipse. During the actual eclipse, we hosted NASA's Livestream of the in the Community Room and a viewing party on the patio above the Teen Room. Approximately, 90 people participated in these two concurrent events, with twenty pairs of glasses to share.

After the eclipse we invited people bring their eclipse glasses to the Library to be recycled. We had a lot turned in. This was just one box.



We gave them to the MSU Cooperative Extension to be tested and then bundled up and sent to South America to be used during an eclipse there this fall.

- The April 8 Jigsaw Puzzle contest fundraiser had seven tables with 26 people competing for fastest time completing a 500-piece puzzle. The fastest time was 30

minutes. Many participants requested notification of our next jigsaw puzzle activity. We raised over \$200 for the Friends.

- The Lift Every Voice book discussion had twelve participants discussing the book *We Are Not from Here* by Jenny Torres Sanchez.
- Earth Day was celebrated in several ways, including a composting display by Barry County Recycles in our showcase.
 - Neighborhood Forest: giving trees to children organization donated trees for kids to plant. This year:
 - 92 Parents register for 198 Saplings for Barry County youth.
 - 64 families claimed their Northern Red Oak sapling plugs on Earth Day.
 - 16 patrons & staff planted the unclaimed saplings the next day.



Members of the Earth Day Alliance

- On Earth Day the Barry County Earth Day Alliance showed the movie “Reuse! Because You Can’t Recycle the Planet” in the community room. The thirteen attendees continued sharing long after the movie was finished.
- Tennis shoes keep going into the GotSneaker donation box at the library. There are two other donation boxes around the community. This is how many have been collected so far: Jan. 109 pairs, Feb. 92 pairs, March 57 pairs, April to Earth Day 99 pairs. In addition, From the shoes donated 100 pairs of non-athletic shoes were given to a church donation.
- Thirty-three people enjoyed an interesting author visit with Michael Delaware talking about his book, *Southwest Michigan Victorian True Crime*. He spoke on an event that took place in Rutland Township in 1884 that he titled *Coins for a Horse*, and how he finds, researches, and reports on the stories for his podcast, vlog and first book.

- Novel Ideas Book Club hosted the author visit providing lovely refreshments and then attending the presentation.

Youth Services Librarian, Erin Quada's reports:

April started off busy with spring break and the eclipse. Along with that, large order of books came in, packing our New shelves with options to suit all interests. Over the month much work was done preparing for summer reading and working on new ideas for youth programming.

Spring Break LEGO Day was a huge hit with 63 people attending! The Community Room was packed with excited kids who were thrilled to be able to display their creations. I was happy to see some first-time families at the event, some of whom returned for our monthly LEGO Club later in the month. The photos show you just how busy it was!



We partnered with MSU Extension for our Spring Break Eclipse Trip. During this event we had seven stations arranged around the community room with a different space related activity, several of which were eclipse related. Participants were able to make their own pinhole viewer to safely watch the eclipse without eclipse glasses. They also got to sample Space Dunk Oreos (Oreos with pink and blue icing that hidden Poprocks inside). We handed out eclipse glasses at this program and people were happy to have such a variety of things to explore helping them better understand the phenomenon. We had thirty-one people of all ages attend, even a couple teens popped in to see what it was about!



Our Teen Sewing Basics was a hit with the two participants that attended. Lake did a great job of showing them some basic skills and walking them through a project they were able to finish and take home.

I did Reading is Fundamental (RIF) outreach in the GSRP classrooms at each of the elementary schools. I read a wonderful story with great participation from every class, followed by a quick craft. My three volunteers and I handed out 89 books and spent time reading with the children. It was a lovely way to spend a morning!

On April 17 I attended the Kiwanis meeting with Peggy as a guest, and also as the speaker. I shared all the library has to offer with a special focus on the Summer Reading

Program. Kiwanis has been generous enough to pledge \$500 toward this year's Summer Reading program, for which I am very grateful.

During the week of April 22, I had a guest reader from the Autism Alliance of Barry County (AABC) for both of my storytimes. Laura Brandt read *Pete the Cat and the New Guy* to bring awareness to autism and the fact that while we are all different, we can still find commonalities. AACB gave a copy of the book away to each family that attended.

May Special Activities:

- 1st – Small Business Boot Camp, 5:30-7:30pm.
- 4th – Game Quest, 10 hrs. of gaming, 9:00am-7:00pm.
- 8th – Friends of the Library annual meeting, 6:00pm.
- 9th – Cookies & Complaining for Teen, 3:30-5:00pm.
- 13th – Friends Tea (ticketed event), 2:00-3:30pm.
- 27th – Library closed for Memorial Day.

Monthly Statistics - March 2024

Net Promoter Score*: 80



Physical Library Visits

LY Month	5,817
TY Month	6,113
YTD	58,080



Library Card Holders

Total	City	Hastings Twp	Rutland Twp	Non-Resident
New	3,163	895	1,178	100
	27	6	3	2



Volunteer Hours

LY Month	205
TY Month	115
YTD	1,397



Item Circulation

LY Month	Children's	Non-Children's	Mobile	Total
TY Month	3,043	3,282	498	6,823
YTD	2,921	2,745	-	5,666
	24,930	25,240	2,997	53,167




Wireless Sessions

LY Month	790
TY Month	868
YTD	7,243




Inter-Library Loans

LY Month	To HPL	From HPL	Total
TY Month	671	506	1,177
YTD	385	470	855
	3,690	3,612	7,302



Library of Things

LY Month	LOT	YTD
TY Month	53	340
YTD	29	217
	Museums	0
		5



Virtual Programs

TY Month	Offered	Attendance	In Person	Attendance
YTD	-	-	24	504
	-	-	265	4,811



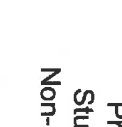
Digital Downloads

LY Month	2,047
TY Month	2,035
YTD	20,087




Computer Sessions

LY Month	Adult	Kids	Teen	MI Room
TY Month	439	123	116	4
YTD	401	62	77	-
	3,146	677	919	26



Miscellaneous

TY Month	Princh Documents	125	1,400
	Study Room Usage	22	192
	Non-HPL Community Room Usage	32	191



Websites

LY Month	HPL	Sessions	Users	Page Views
TY Month	2,783	2,578	1,925	4,423
YTD	20,991	20,991	14,098	4,605
	BCHP	398	210	35,915
		3,688	1,425	3,741
				30,274

* Net Promoter Score based on patron feedback on weekly email survey (started week of 8/15/21); 80+ = world class, 50-79 = excellent, 20-49 = favorable, 0-19 = good

City of Hastings
Downtown Development Authority
DRAFT Meeting Minutes
April 18, 2024

1. Meeting Call to Order and Roll Call—

The meeting was called to order at 8:05 a.m. by Woods.

Roll Call –

Present: Albrecht, Baker, Button, Hatfield, Peterson, Tossava, Woods

Absent: Ulberg, Wiswell

City Staff and Appointees: Hoke, King, Ponsetto, Resseguie

Others Present:

2. Pledge to the Flag

3. Approval/Additions/Deletions to Agenda –

Motion by Hatfield, second by Baker, to approve the agenda as presented.

All ayes, motion carried.

4. Approval of Minutes –

Motion by Hatfield, second by Baker, to approve the minutes of the March 15, 2024, DDA meeting as presented.

All ayes, motion carried.

5. Financial Statements & Budget for Review –

King presented the financial statement and DDA budget for review and answered questions from the DDA regarding the financial statement and budget formats.

6. Façade and BEIG Update-

King presented a summary of façade grant and BEIG Loan activities.

7. Open Public Comment and Discussion – None

8. Old Business-

A. Outfront geofencing information

King answered questions from DDA Board members about the City's contract with Outfront Media geofencing and billboard designs. The DDA board requested that a sales representative from Outfront Media attend the May 16, 2024, DDA Meeting.

9. New Business-- None

10. DDA Member Comment –

Board members briefly discussed the streetscape and Barry-Roubaix. King discussed the CopperRock project at the former Royal Coach site.

11. Open Public Comment and Discussion – None

12. Adjournment

Motion by Tossava, second by Hatfield, to adjourn.

All ayes, motion carried.

Meeting adjourned at 9:21 a.m.

Patty Woods, Chair

Deb Button, Secretary

Prepared by: Sandra Ponsetto, City of Hastings

Local Development Finance Authority (LDFA)
DRAFT MINUTES
April 25, 2024

The meeting was called to order at 8:03 a.m. by Neil.

1. Roll Call

Present: Cowan, Davis, Hatfield, Neil, Tossava

Absent: Holland, Schneiderhaan, Tolles

Others Present: Moyer Cale, King, Ponsetto, Resseguie, Jason Fogg (community member)

2. Pledge of Allegiance

3. Approval of the Agenda

Motion by Hatfield, second by Davis, to approve the agenda as presented.

All ayes, motion carried.

4. Approval of Minutes

Motion by Hatfield, second by Davis, to approve the minutes as presented.

All ayes, motion carried

5. Public Hearing- None

6. Receive Financial Statements –

King gave the LDFA an update on the LDFA/BRA financial report.

Motion by Hatfield, second by Cowan, to accept the financial statement and put it on file.

All ayes, motion carried.

Tolles entered the meeting at 8:12 a.m.

7. Old Business- None

8. New Business –

A. Discuss the Summary of Proposed Improvements from the LDFA Restated Plan Dates June 12, 2017, and Discuss Improvements Achieved and Viability of Proposed Improvements-

King discussed the formation of the LDFA and the LDFA's summary of proposed improvements, which were included in the Restated LDFA Plan of 2017. King stated the summary of proposed improvements have either been completed or rendered obsolete. Because of this, King stated staff is recommending LDFA adopt Resolution 01-2024 and forward it to City Council with the recommendation to dissolve the LDFA via ordinance.

Motion by Hatfield, second by Davis, to adopt Resolution 01-2024 and forward it to the City Council with the recommendation to dissolve the LDFA via ordinance.

Ayes: Cowan, Davis, Hatfield, Neil, Tolles, Tossava

Nays:

Absent: Holland, Schneiderhaan

All ayes, motion carried.

9. Public Comments and Communications Concerning Items Not on the Agenda-
None

10. LDFA Members Comments –

King spoke on behalf of himself, Moyer-Cale, and Ponsetto, thanking the LDFA Board for their service to the community.

Both King and Moyer-Cale stated the BRA would continue as a board. King stated the CopperRock project on the former Royal Coach site will likely utilize brownfield redevelopment plans.

11. Adjournment-

Motion by Neil, second by Hatfield, to adjourn.

All ayes, motion carried.

The meeting adjourned 8:53 a.m.

Clint Neil
Chair

Brad Tolles
Secretary

Prepared by: Sandra Ponsetto, City of Hastings

**Hastings Public Library Board of Trustees
Minutes**

Date: May 1, 2024 – 4:30PM

**Location: Hastings Public Library, 227 E. State St., Hastings, MI 49058
Community Room**

1. CALL TO ORDER

The Meeting was called to order by Chloe Kelly at 4:30 p.m.

- Board members present: Jane Cybulski, Carol Dwyer, Sam Cale, Chloe Kelly, Rebecca Lectka, Norm Barlow, Brenda Stacy, Kelli Newberry. and Cloe Oliver.
- Also present were Peggy Hemerling and David Edelman.

2. AGENDA: No changes.

3. MINUTES: Cloe Oliver motioned to approve the April 1, 2024, minutes, seconded by Sam Cale. Motion approved.

4. FINANCIALS:

- a. March 2024 Invoices and Budget Report: Cloe Oliver motioned to approve the financials, seconded by Brenda Stacy. Motion approved.

5. LIBRARY DIRECTOR REPORTS: April 2024

6. COMMITTEES

- a. Budget and Finance –
- b. Building and Grounds –
- c. Personnel –
- d. Policy –
- e. Marketing-

7. NEW BUSINESS

- a. Motion to consider approving the proposal from Hawthorne Masonry, LLC for tuck pointing and sealing the exterior of the building for \$20,975.00 made by Kelli Newberry, seconded by Cloe Oliver. Roll call vote as follows: Kelli Newberry – yes, Rebecca Lectka – yes, Jane Cybulski – yes, Brenda Stacy – yes, Carol Dwyer – yes, Norm Barlow – yes, Sam Cale – yes, Cloe Oliver – yes. Motion passes.

8. NEXT MEETING DATE

- a. Next board meeting on Monday, June 3, 2024, at 4:30 p.m.

9. ADJOURNMENT: Meeting was adjourned at 4:47 p.m.



MAY

13.D

2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	01	02	03	04
05	06 7:00 PM PC 4:30 PM Library Board	07	08 3:00 PM Cemetery	09	10	11
12	13 7:00 PM Council	14	15 10:30 AM Parks 5:30 PM JPC (Rutland)	16 8:00 AM DDA	17	18
19	20	21 7:00 PM ZBA	22 4:30 PM Airport	23 8:00 AM LDFA/BRA	24	25
26	27 City Hall Closed Memorial Day	28 7:00 PM Council*				01
02	03	04	05	06	07	08
PC (Planning Commission) ZBA (Zoning Board of Appeals) DDA (Downtown Development Authority) LDFA/BRA (Local Development Finance Authority/ Brownfield Redevelopment Authority) JPA (Hastings/Rutland Joint Planning Alliance) JPC (Hastings/Rutland Joint Planning Commission)						