



Regular Council Meeting  
January 27, 2025  
Executive Summary

Item #	Summary
9A-B	<p><b>Description:</b> Items for Action by Unanimous Consent</p> <p><b>Recommended Action:</b> Motion to approve the consent agenda as presented.</p>
10A	<p><b>Description:</b> Third Ward Councilmember</p> <p><b>Recommended Action:</b> Deliberation and selection of Third Ward Councilmember.</p>
10B	<p><b>Description:</b> Purchase of Wildland Protective Clothing</p> <p><b>Recommended Action:</b> Motion to approve the purchase of eleven (11) sets of Wildland Protective Clothing from Axes and Iron as part of the VCF (Volunteer Fire Capacity) grant from DNR at the cost of <b>\$10,670.73</b>.</p>
10C	<p><b>Description:</b> YMCA Recreation Agreement 2025-2026</p> <p><b>Recommended Action:</b> Motion to approve the two-year City Recreation Agreement with YMCA for the total sum of <b>\$70,000</b>.</p>



City of *Hastings* Michigan

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

201 E. State Street 49058

Item #	Summary
10D	<p><b>Description:</b> Resolution 2025-01 E. State Street Improvements</p> <p><b>Recommended Action:</b> Motion to approve <b>Resolution 2025-01</b> to enter agreement with MDOT for Surface Transportation Improvements on East State Street.</p>

**City Council Agenda**  
**January 27, 2025**

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 January 13, 2025, regular meeting
- √ 6. Public Hearings:
7. Public Comment:
8. Formal Recognitions and Presentations:
  - A. Presentation from Dave Hatfield, Barry County Commissioner.
  - B. Presentation from Jon Sporer, YMCA CEO/Executive Director.
- √ 9. Items for Action by Unanimous Consent:
  - \* A. Consider request from Erin Quada, Youth Services Librarian for Hastings Public Library, to host a "Touch a Truck" event for the Summer Reading Program on Wednesday, June 11, 2025, in Parking Lot 3.
  - \* B. Motion to hold a Council workshop on February 10, 2025, at 6:00 PM to discuss Council's goals for the upcoming fiscal year.
- √ 10. Items of Business:
  - \* A. Deliberation and selection of Third Ward Councilmember.
  - \* B. Motion to approve the purchase of 11 sets of wildland protective clothing from Axes and Iron as part of the VFC (Volunteer Fire Capacity) grant from DNR, for the total cost of **\$10,670.73**.
  - \* C. Motion to approve the two-year Recreation Agreement with the YMCA for the total sum of **\$70,000**.
  - \* D. Motion to approve **Resolution 2025-01** to enter an agreement with MDOT for Surface Transportation Improvements on East State Street.

11. Staff Presentations and Policy Discussions:

A. Purchase Ordinance Amendment Consideration

12. City Manager Report:

- \* A. Police Chief Boulter Monthly and Annual Reports
- \* B. City Clerk/Treasurer Perin Monthly Financial Reports
- \* C. Community Development Director King Monthly and Annual Reports

√ 13. Reports and Communications:

\* A. DRAFT DDA Meeting Minutes – January 16, 2025

14. Public Comment:

15. Mayor and Council comment:

16. Closed Session

A. Consider recessing to closed session at the conclusion of regular business as permitted by PA 267 of 1976, Section 15.268-8(h) to consider material exempt from disclosure by state or federal statute (to receive privileged attorney-client communication).

17. 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

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**City Council Minutes**  
**January 13, 2025**

1. Regular meeting called to order at 7:00 PM
2. Oaths of Office:
  - A. Jon Rocha – City Council 1<sup>st</sup> Ward Councilmember
  - B. John Resseguie – City Council 2<sup>nd</sup> Ward Councilmember
  - C. Jordan Brehm – City Council 4<sup>th</sup> Ward Councilmember
3. Roll call

Council members Present: Barlow, Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava.

City Staff and Appointees Present: Moyer-Cale, Boulter, Edelman, Jordan, King, Perin and Tate.
4. Pledge to the flag
5. Approval of the agenda

Motion by Brehm, with support from McLean, to approve the agenda as presented.  
All ayes. Motion carried.
6. Mayor’s Address
7. Elect Mayor Pro Tem

Motion by Barlow, with support from Brehm, to nominate John Resseguie as Mayor Pro Tem.

Motion by Rocha, with support from McLean, to elect John Resseguie as Mayor Pro Tem.

Ayes: Barlow, Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava  
Nays: None  
Motion carried.
8. Approval of the minutes of the December 18, 2024 regular meeting

Motion by Stenzelbarton, with support from Barlow, to approve the minutes of the December 18, 2024 regular meeting.

All ayes. Motion carried.

9. Public Hearings: (None)

10. Public Comment: (None)

11. Formal Recognitions and Presentations:

A. Presentation from Dave Hatfield, Barry County Commissioner.

B. Presentation from Justin Smith, Hammond Hill Disc Golf Update.

(Justin Smith unable to attend. Will reschedule presentation.)

12. Items for Action by Unanimous Consent:

A. Consider request from Justin Smith to approve Hammond Hills Disk Golf Tournaments as presented.

Motion by Nesbitt, with support from McLean, to approve Hammond Hills Disk Golf Tournaments as presented.

Ayes: Barlow, Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava

Nays: None

Motion carried.

B. Appoint Jessica Wood (and Dickinson Wright) as attorney for the City of Hastings and appoint Bloom Sluggett as attorneys for the City for code enforcement legal services.

Motion by Resseguie, with support from Nesbitt, to appoint Jessica Wood (and Dickinson Wright) as attorney for the City of Hastings and appoint Bloom Sluggett as attorneys for the City for code enforcement legal services.

Ayes: Barlow, Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava

Nays: None

Motion carried.

C. Receive and place on file twenty (20) invoices totaling **\$247,969.53**.

Motion by McLean, with support from Resseguie, to receive and place on file twenty (20) invoices totaling **\$247,969.53**.

Ayes: Barlow, Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava

Nays: None

Motion carried.

13. Items of Business.

- A. Consider second reading and adoption of **Ordinance #627** amending the Woodlawn Meadows Planned Unit Development (PUD).

Motion by McLean, with support from Barlow, to table second reading and adoption of **Ordinance #627** amending the Woodlawn Meadows Planned Unit Development (PUD) until February 24, 2025 Council meeting.

Ayes: Barlow, Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava  
Nays: None  
Motion carried.

- B. Consider the adoption of City Council Rules of Procedure for 2025.

Motion by Brehm, with support from McLean, to adopt the City Council Rules of Procedure for 2025.

Discussion held regarding Dress Code.

Ayes: Barlow, Brehm, McLean, Resseguie, Rocha, Stenzelbarton and Tossava  
Nays: Nesbitt  
Motion carried.

- C. Consider 2025 Public Notice Calendar of regular Council meetings as the second and fourth Mondays of each month.

Motion by Brehm, with support from Resseguie, to adopt 2025 Public Notice Calendar of regular Council meetings as the second and fourth Mondays of each month.

All ayes. Motion carried.

- D. Consider Mayor's 2025 Boards and Commissions recommendations for appointment with the consent of Council.

Motion by Stenzelbarton, with support from Resseguie, to approve Mayor's 2025 Boards and Commissions recommendations for appointment with the consent of Council.

Ayes: Barlow, Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava  
Nays: None  
Motion carried.

- E. Consider request to accept and place on file the 2024 Planning Commission Annual Report.

Motion by Resseguie, with support from Nesbitt, to accept and place on file the 2024 Planning Commission Annual Report.

Ayes: Barlow, Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava

Nays: None

Motion carried.

- F. Consider request to authorize City Staff to prepare a notice informing the public of the availability to purchase parcel #08-55-240-105-00 and authorize the City Manager to negotiate offers for the sale of the parcel.

Motion by Nesbitt, with support from Brehm, to authorize City Staff to prepare a notice informing the public of the availability to purchase parcel #08-55-240-105-00 and authorize the City Manager to negotiate offers for the sale of the parcel.

Discussion held.

Ayes: Barlow, Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava

Nays: None

Motion carried.

- G. Consider request for funds to cover the cost of sponsoring one Employed Recruit for the Spring 2025 Kellogg Community College Regional Police Academy, for total amount of **\$12,902.59**.

Motion by McLean, with support from Nesbitt, to authorize funds to cover the cost of sponsoring one Employed Recruit for the Spring 2025 Kellogg Community College Regional Police Academy, for total amount of **\$12,902.59**.

Discussion held.

Ayes: Barlow, Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava

Nays: None

Motion carried.

- H. Consider a motion to approve the Mannik Smith professional service fee for Michigan Avenue Bridge Repair project for the total amount of **\$27,000**.

Motion by Brehm, with support from Stenzelbarton, to approve the Mannik Smith professional service fee for Michigan Avenue Bridge Repair project for the total amount of **\$27,000**.

Discussion held.

Ayes: Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava

Nays: Barlow

Motion carried.

- I. Consider a motion to authorize additional services from Civic Systems in an amount not to exceed **\$30,000**.



Motion by Resseguie, with support from McLean, to authorize additional services from Civic Systems in an amount not to exceed **\$30,000**.

Discussion held.

Ayes: Barlow, Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava

Nays: None

Motion carried.

- J. Consider the request to approve Traffic Control Order #222.

Motion by Stenzelbarton, with support from Rocha, to approve Traffic Control Order #222.

Discussion held, with comments from Chelsey Foster, Senior Vice President at Highpoint Community Bank.

Ayes: Barlow, Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava

Nays: None

Motion carried.

- K. Consider a motion to approve the City Manager and Fire Chief to execute a grant contract with the Department of Natural Resources to accept the 2025 Volunteer Fire Capacity (VFC) Grant of **\$10,000** with a 50% match.

Motion by Nesbitt, with support from Brehm, to approve the City Manager and Fire Chief to execute a grant contract with the Department of Natural Resources to accept the 2025 Volunteer Fire Capacity (VFC) Grant of **\$10,000** with a 50% match.

Ayes: Barlow, Brehm, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava

Nays: None

Motion carried.

14. Staff Presentations and Policy Discussions (None)

15. City Manager Report:

Discussion held on MD7 merger with AT&T for leasing options on Communications Facility located at 107-A West Blair Street. Leasing Option #2 (Lump Sum Payment of **\$625,000** with fifty (50) year easement on property) was suggested for pursuit.

- A. Public Services Director Tate Annual Report  
B. Fire Chief Jordan Monthly Report

Discussion held.

- C. Library Director Edelman Monthly Report

16. Reports and Communications:

A. Hastings Public Library Board of Trustees Draft Minutes – January 6, 2025.

Motion by Stenzelbarton, with support from McLean, to accept and place on file item A.

All ayes. Motion carried.

17. Public Comments:

Comments from Adam Heikkila, owner of iGeek Repair and Gaming Center, about dress code conversation, and on open Council position.

18. Mayor and Council comments:

Comments shared by Rocha, Resseguie, McLean, Brehm, Barlow, Stenzelbarton and Nesbitt.

19. Adjourn:

Motion by Resseguie, with support from McLean, to adjourn meeting.

All ayes. Motion carried. Meeting adjourned at 8:36 PM.

Read and Approved:

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David J. Tossava, Mayor

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Linda Perin, City Clerk



# Regular Council Agenda Item Memorandum

**To:** Mayor Tossava and City Council

**From:** Dan King

**Subject:** Hastings Public Library Touch a Truck Event

**Meeting Date:** January 27, 2025

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## Recommended Action:

Motion to approve, under the direction of staff, Hastings Public Library's request to conduct a Touch-a-Truck event in City Parking Lot #3 from 2:00 PM to 4:00 PM on Wednesday, June 11, 2025.

## Background Information:

The library is holding this event as part of its Summer Reading Program. This family-friendly event allows children of all ages to explore construction, farm, emergency, and other vehicles and equipment up close.

## Financial Implications:

There are no financial implications for the City.

## Attachments:

- Request Letter and Special Event Application

January 7, 2025  
City Council  
City of Hastings  
201 E State St  
Hastings MI 49058

Dear Members of the Council,

Hastings Public Library would like to host a Touch a Truck event as part of our Summer Reading Program on Wednesday, June 11, 2025. Touch a Truck is a family-friendly event that allows kids to explore various types of vehicles up close. Types of vehicles present may include construction vehicles, farm equipment, emergency vehicles, and more. I am seeking your permission to hold the event in Parking Lot 3. A portion of the lot would be closed for the event, as indicated in the photo below. Trucks would be parked in the parking spaces with temporary tents from community organizations in the middle of the parking lot. The event would begin at 2pm and end at 4pm with an hour for set up before and an hour for clean-up after. Thank you for your consideration.

Respectfully,

*Erin Quada*

Erin Quada  
she/her/hers  
Youth Services Librarian  
equada@hastingspubliclibrary.org

## Parking Lot 3



Closed portion of lot

 Tents for community organizations

Received 12/16  
Spec events  
-Marie



## 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 Public Library	269-945-4263
Applicant/Organization Name	Phone

Erin Quada	269-945-4263	equada@hastingspubliclibrary.org
Contact Name	Phone	Email

227 E State St	Hastings	MI	49058
Street	City	State	Zip

Contact person on day of event (if different than above)	Phone
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### Section 2: Event Information

Touch a Truck

Name of Event

A summer reading program open to the public that would allow kids and families to see and touch trucks that help in our community. Examples of trucks: dump, fire, tow, etc.

Description of Event

June 11, 2025	2pm-4pm
Event Dates	Time (From/To)

June 11, 2025, 1pm-2pm	June 11, 2024 4pm-5pm
Set up Date(s) and Time(s)	Clean Up Date(s) and Time(s)

227 E State St Hastings - street in front of the Library

Location(s) of Event

12

Estimated number of volunteers

Estimated daily attendance (if known)

### Section 3: Event Details

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

- NO**  Road closure  
○ If checked, please provide a proposed detour route.
- X**  Closure of public parking area - use of Lot 3
- Use of park area
- Firepits/open flame
- Fireworks or pyrotechnics  
○ 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)  
○ If yes, provide copy of Health Department Food Service License
- Temporary structures (including tents or pavilions)
- Music  
○ If yes, what time will music begin and end? \_\_\_\_\_  
○ 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
- Carnival rides  
○ 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  
○ If yes, provide copy of liquor liability insurance with the City listed as an additional insured.  
○ If yes, provide a copy of Michigan Liquor Control License.  
○ If yes, describe measures to be taken to prohibit the sale of alcohol to minors (use separate pages if necessary).  
○ 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?

The Library will put out receptacles and handle the trash from their own receptacles. The Library will not empty the city trash cans that are normally on the sidewalks.

**Section 4: Site & Event Plan**

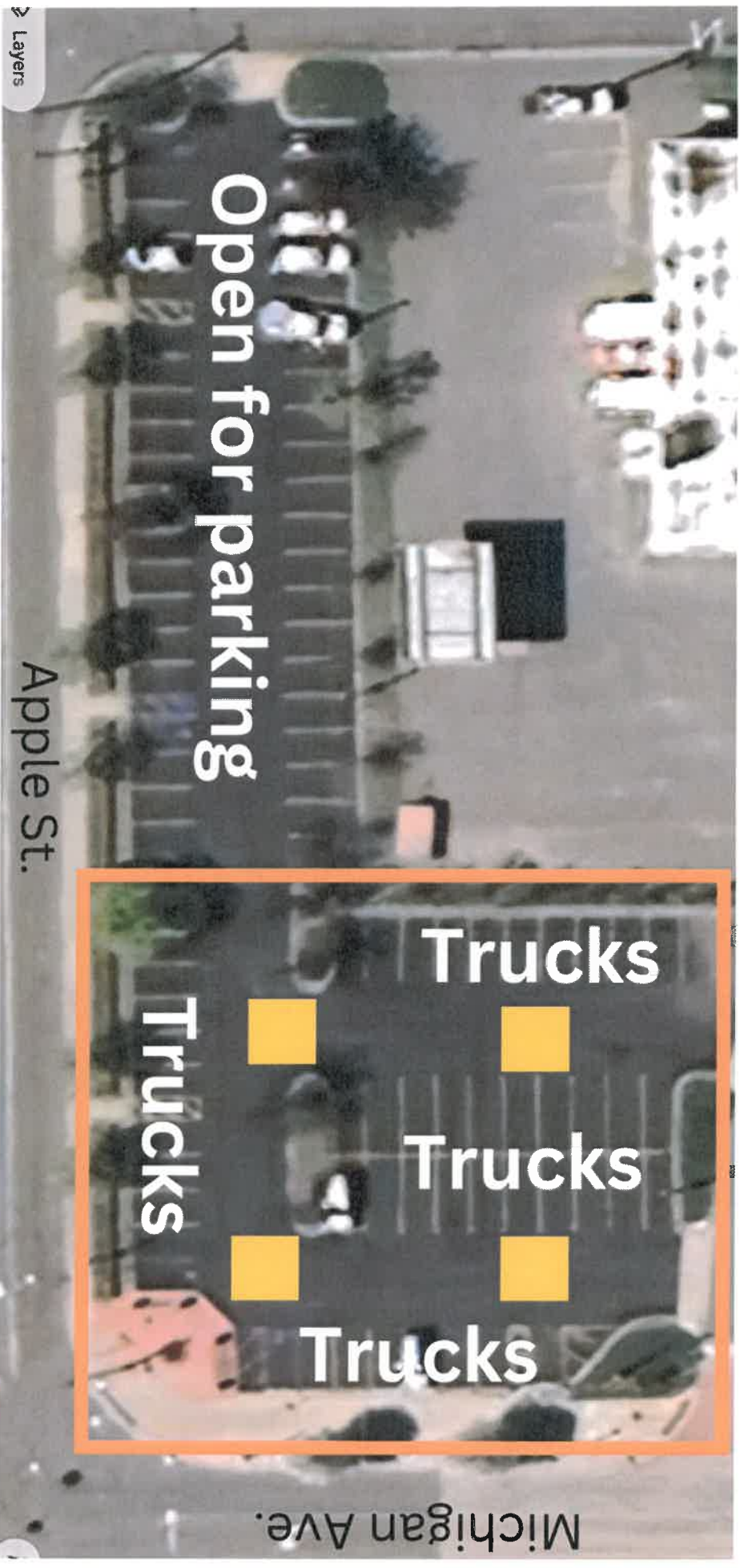
Please prepare a site plan that includes the following information:

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

# Parking Lot 3

Fire Barn



Open for parking

Apple St.

Michigan Ave.

Closed portion of lot



Tents for community organizations



**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.

Erin Quada, Hastings Public Library

Printed Name of Applicant & Name of Organization

  
Signature

12/16/24  
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:

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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:

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Other Comments:

**C. Fire Chief Review**

Comments:

**D. Community Development Department Review**

Comments:

Date of Meeting for Council Approval \_\_\_\_\_ Approved?  Yes  No



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

**From: Sarah Moyer-Cale, City Manager**

**Subject: Set Council Goals Workshop Meeting for February 10, 2025**

**Meeting Date: January 27, 2025**

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**Recommended Action:**

Motion to hold a Council workshop on February 10, 2025 at 6:00 p.m. to discuss Council's goals for the upcoming fiscal year.

**Background Information:**

The City Council typically holds a workshop meeting the second meeting in January to exchange ideas about goals and budget priorities for the upcoming year. This has been adjusted to the first meeting in February due to the appointment of a new council member.

**Financial Implications:**

None.

**Attachments:**

None.



# Regular Council Agenda Item Memorandum

**To: City Council**

**From: Fire Chief Mark Jordan**

**Subject: Purchase of Wildland Protective Clothing**

**Meeting Date: January 27<sup>th</sup>, 2025**

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## Recommended Action:

Motion to approve the purchase of eleven (11) sets of Wildland Protective Clothing from Axes and Iron as part of the VFC (Volunteer Fire Capacity) grant from DNR at the cost of **\$10,670.73**.

## Background Information:

In December 2024, the fire department was awarded the Volunteer Fire Capacity Grant (VFC) from the Michigan Department of Natural Resources (DNR). This grant will reimburse the city 50% or up to \$5,000 of the amount spent to purchase wildland protective clothing. As per the contract with DNR, we are required to obtain 3 quotes, which must be presented to the DNR at time of payment. We received 3 quotes, Allied Fire Sales \$10,776, MES fire sales \$11,653 and Axes and Irons \$10,670.73. We chose Axes and Iron due to the inclusion of particulate hoods and a shorter delivery time (quote attached).

## Financial Implications:

The total cost of the project, \$10,670.73 \$5000 of which will be reimbursed by the grant leaving the remainder of \$5,670.73 to be funded out of the fire department capital budget.

## Attachments: Quote

- Quote and Contract



# Regular Council Agenda Item Memorandum

COOPERSVILLE, MI 49404  
P:  
Dealer Code:



BILL TO  
CITY OF HASTINGS FIRE DEPARTMENT - 104766  
201 EAST STATE STREET  
HASTINGS, MI 49058  
P: (269) 945-5384

DELIVER TO  
CITY OF HASTINGS FIRE DEPARTMENT -  
104766  
201 EAST STATE STREET  
HASTINGS MI 49058  
P: (269) 945-5384

ESTIMATE: EP201000004

ESTIMATE:

DATE SHIPPED	SHIP VIA	DATE INVOICE	SALESPERSON	UNIT ID	VIN	SALE TYPE	TERMS	CUSTOMER PO#
1/20/2025	BEST WAY POSSIBLE		A.WATKINS			PRET	AR30	

QTY SHP	QTY B/O	ITEM	DESCRIPTION	BIN	UNIT PRICE	EXTD PRICE
11		TEGGEN51 DELUX FULL SET	TEGGEN51 DELUX FULL SET	NOLOC	956.43	10,520.73
11		NO INTERCEPTOR W NOMEX NANO	NO INTERCEPTOR W NOMEX NANO	NOLOC		
1		FREIGHT	FREIGHT		150.00	150.00

## ESTIMATE

**Disclaimer of Warranties:**

Any warranties on the product sold hereby are those made by the manufacturer. The seller here by expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said merchandise. Labor associated with any install of warrantable product is not warranted or assumed liability by installer for any defect in manufactured product.

**Parts Return Policy:**

You are entitled by law to the return of all parts replaced, except those which are too heavy or large, and those required to be sent back to the manufacturer or distributor because of warranty work or an exchange agreement. You are entitled to inspect the parts which cannot be returned to you.

**Additional Terms:**

- Returns of special order items are subject to a 20% restocking fee.
- No returns after 60 days. No return on electrical parts.
- A 3% processing fee applies to credit card payments.

SUB-TOTAL	\$ 10,520.73
TAX	\$ 0.00
PREPAY	\$ 0.00
FREIGHT	\$ 150.00
<b>TOTAL</b>	<b>\$ 10,670.73</b>

Please Remit Payment to:

SIGNATURE X \_\_\_\_\_



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

**From: Sarah Moyer-Cale, City Manager**

**Subject: YMCA Recreation Agreement 2025-2026**

**Meeting Date: January 27, 2025**

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**Recommended Action:**

Motion to approve the two-year City Recreation Agreement with YMCA for the total sum of **\$70,000**.

**Background Information:**

The City contracts with the YMCA of Barry County to operate and manage recreation programs for the City. Included programs are listed on page 4 of the Agreement. This is the same agreement as has been used in the past.

CEO/Executive Director Jon Sporer will be present at the meeting to answer any questions.

**Attachments:**

- City Recreation Agreement

## **CITY RECREATION AGREEMENT**

This Agreement entered into this \_\_ day of \_\_\_\_\_ 2025, by and between the City of Hastings, a Michigan Municipal Corporation (hereinafter referred to as "City"), of 201 East State Street, Hastings, Michigan, 49058, and the YMCA of Barry County, a Michigan Corporation (hereinafter referred to as "YMCA"), of 2055 Iroquois Trail, Hastings, Michigan, 49058.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Purpose: The City wishes to engage the YMCA in the provision of recreational opportunities for the residents of the City of Hastings and the YMCA wishes to provide such services according to the terms set forth in this Agreement.

2. Term: The term of this Agreement shall be 24 months commencing on January 1, 2025, and ending on December 31, 2026, unless otherwise terminated earlier as provided in Paragraph 10.

3. Payment: Unless this Agreement is terminated as provided in Paragraph 10, the City shall pay to the YMCA the total sum of \$70,000.00 for services provided under this Agreement. During the term of this Agreement, payments shall be made payable to the YMCA at 2055 Iroquois Trail, Hastings, Michigan, 49058, according to this schedule:

\$17,500.00 payable on 1/15/25

\$17,500.00 payable on 7/15/25

\$17,500.00 payable on 1/15/26

\$17,500.00 payable on 7/15/26

4. Recreational Program: During the term of this Agreement, the YMCA agrees to regularly provide to the residents of the City activities for Youth, Teens, Families, and Adults as described in the program list that is attached to this Agreement and incorporated by reference ("Recreational Programs"). The YMCA agrees to hire all instructors, officials, and staff and provide adequate supervision to these individuals and shall maintain any and all necessary Worker's Compensation and Employees Liability Insurance with respect to each of its employees engaged in the Recreational Programs.

5. Reports: The YMCA agrees to provide, at a minimum, a yearly report to the City Council on or before May 31, 2025, and May 31, 2026. The yearly report shall include a detailed description of the Recreational Programs provided under this Agreement since the prior report, participation numbers, and any other information which the YMCA believes necessary or is reasonably requested by the City.

6. Board Appointment: The YMCA agrees to reserve one seat on its Board of Directors for a resident or employee of the City recommended by the Mayor and approved by City Council.

7. Indemnification: To the fullest extent permitted by law, the YMCA shall, at its sole cost and expense, defend, hold harmless and indemnify the City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and any City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands,

causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the YMCA, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that the YMCA shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. The YMCA shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The YMCA shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

8. Non-assignability: Neither this Agreement, nor any part of it, shall be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9. Insurance: The YMCA shall obtain and continuously maintain in effect during the term of this Agreement a policy of general liability insurance in the amount of \$1,000,000 per occurrence with an insurance company licensed to do business in the State of Michigan. The City shall be named an additional insured on the policy and the policy shall provide a waiver of subrogation and at least 30 days written notice to the City of any cancellation, termination or material modification of the policy. The YMCA shall provide the City a current copy of the policy or certificate of insurance evidencing such coverage.

10. Termination: This Agreement shall terminate on the happening of any of the following events:

- a. Mutual agreement of the parties;
- b. Either party gives written notice of termination to the other party and, in such case, the City shall be entitled to a pro-rata refund of its current payment;
- c. If either party dissolves, becomes insolvent or a voluntary or involuntary bankruptcy is begun by or against a party; or
- d. The stated expiration date of December 31, 2026, is achieved.

11. Continuation: The parties agree to review and discuss their respective intentions to enter into a subsequent agreement for similar services on or about November 1, 2026.

12. Governing Law: This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

13. Venue: The parties agree that there shall be exclusive venue in Barry County, Michigan for any action brought to enforce the terms of this Agreement.

14. Entire Agreement: Amendments: This Agreement contains the entire Agreement, represents the complete understanding of the parties with respect to the subject matter contained in this Agreement, and all prior agreements or understandings of the parties are revoked. There are no agreements, restrictions, promises, warranties, covenants, or other undertakings other than those expressly set forth in this Agreement.



15. Modification: This Agreement may be amended or terminated only by a written instrument executed by both parties.

16. Notices: All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or by registered or certified mail (return receipt requested), addressed as follows (or any other address that is specified in writing by either party):

City of Hastings: Sarah Moyer-Cale, City Manager  
c/o City of Hastings  
201 E. State Street  
Hastings, MI 49058

YMCA: Jon Sporer, CEO/Executive Director  
c/o YMCA of Barry County  
PO Box 252  
2055 Iroquois Trail  
Hastings, MI 49058

17. Authority of Signers: The individuals executing this Agreement below personally warrant to the other party hereto that such individual in executing this Agreement is acting with full authority to bind the party on behalf of which it has signed to the terms of this Agreement and that evidence of such authority shall be submitted upon request.

18. Duplicate Counterparts: This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

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

**CITY OF HASTINGS:**

**YMCA OF BARRY COUNTY, INC:**

\_\_\_\_\_  
By: David Tossava  
Its: Mayor

\_\_\_\_\_  
By: Jon Sporer  
Its: CEO/Executive Director

\_\_\_\_\_  
By: Linda Perin  
Its: City Clerk/Treasurer/Finance Director

**YMCA of Barry County Services and Programs that are funded in part through the Hastings/YMCA City Recreation Agreement**

- The YMCA has discretion of services based on needs, facility availability, and enrollment to run programs due to programs varying year to year and season to season.
- We currently give all families who live in the City of Hastings a \$10 discount for all programs.
- Aquatics
  - A Free Safety Around Water course for all residents of the City of Hastings

- A swim program from ages 3 and older to learn how to swim and to develop stronger swimming skills
- Youth Activities @ Fish Hatchery, Tyden and schools
  - Outdoor soccer during spring and fall (tots-6th grade)
  - Competitive Basketball w/ instructional clinics (K-6th Grade)
  - Flag Football (K-6th Grade)
  - T-ball, Coach pitch Baseball and Softball (K-6th grade)
  - Summer Golf, Tennis, Volleyball
- Adult Activities
  - Co-ed Volleyball (Summer, Fall and Winter leagues)
  - Women's volleyball (Fall and Winter Leagues)
  - Men's Basketball (A and B Winter Leagues)
  - Co-Ed Church Softball (Summer)
  - Adult Fitness Classes (Seniors at the COA, adults at the Y)
- Family Programs
  - Turkey Trot
  - YMCA Open House during the Spring
- Summer Playground
  - Free 6-week summer "drop-in" playground program for K-6th grade, to be held at Fish Hatchery Park. Program times are from 9 am-12:30 pm – with lunch provided through the YMCA.
- Subsidized budgets approved annually by the YMCA Board of Directors



# Regular Council Agenda Item Memorandum

**To: City Council**

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

**Subject: Resolution 2025-01 E. State Street Improvements**

**Meeting Date: January 27, 2025**

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Recommended Action:

Motion to approve **Resolution 2025-01** to enter agreement with MDOT for Surface Transportation Improvements on East State Street.

Background Information:

The East State Street improvement project (25A0151) is a Small Urban grant project through the State of Michigan. The Small Urban Program provides federal Surface Transportation Program (STP) funding to areas with a population of 5,000 to 49,999. Road and transit capital projects are eligible for Small Urban funds. All road projects must be located on the federal-aid highway system and within the federal urban area boundary. Projects must be consistent with regional land use and development plans.

The contracted agreement estimated cost is \$499,050. Federal Funds will cover \$385,000 of this total, leaving \$114,050 for the city to obligate. This project Bid Letting is scheduled for February 07, 2025, and construction to begin in April. However, the resolution needs to be approved by the council and sent to MDOT for this project to continue.

Financial Implications:

There is \$680,000 in the budget for Land Improvement - Depreciable, of this \$225,000 was the City's portion in the Capital Improvement Plan for this project.

Attachments:

- Resolution 2025-01
- MDOT Agreement, Contract No. 24-5543

**City Of Hastings**  
COUNTY OF BARRY, STATE OF MICHIGAN

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**Resolution 2025-01**

**Resolution to Enter Agreement with MDOT for Surface Transportation  
Improvements on East State Street.**

**WHEREAS**, the City of Hastings will be doing road improvements at East State Street, and

**WHEREAS**, a contract with MDOT must be entered in order to establish the rights and obligations of the parties in agreeing to the improvements.

**THEREFORE, BE IT RESOLVED**, that CONTRACT NO. 24-5543, by and between the Michigan Department of Transportation and the City of Hastings is hereby accepted and that Linda Perin, Clerk/Treasurer, is authorized to sign the said contract.

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 27<sup>th</sup> day of January 2025 by the City Council of the City of Hastings, by a vote of \_\_\_\_ member(s) voting in favor thereof and \_\_\_\_ member(s) voting against, and \_\_\_\_ member(s) absent.

\_\_\_\_\_  
Linda Perin, City Clerk

STP

DA

Control Section	STUL 08000
Job Number	214515CON
Project	25A0151
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5543

### PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF HASTINGS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Hastings, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 27, 2024, attached hereto and made a part hereof:

Hot mix asphalt pavement removal, grading and paving along East State Street from Grand Street to Clinton Street; including aggregate base, concrete curb and gutter, curb ramps, sidewalk, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

#### SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

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

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$385,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies

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that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.



The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

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

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

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18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

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 \_\_\_\_\_  
*for* Department Director MDOT

By \_\_\_\_\_  
Title:



December 27, 2024

EXHIBIT I

CONTROL SECTION	STUL 08000
JOB NUMBER	214515CON
PROJECT	25A0151

ESTIMATED COST

CONTRACTED WORK	
Estimated Cost	\$499,050

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$499,050
Less Federal Funds*	<u>\$385,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$114,050

\*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.



- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.



## SECTION IV

### MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B  
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## APPENDIX C

### TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

#### Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.





# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

**From: Sarah Moyer-Cale, City Manager**

**Subject: Purchase Ordinance Amendment Consideration**

**Meeting Date: January 27, 2025**

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Recommended Action:

No official action at this time; please review and provide comments.

Background Information:

The City's purchasing ordinance has not been amended in 30 years. As we will be implementing new software and incorporating a new purchasing process, I felt it would be a good time to review the ordinance as well.

The primary issue with the ordinance that I wanted to revise was that department head purchases over \$300 have to be approved by the City Manager. I want to increase that to at least \$1,000.

I also want to change the threshold for sealed bids being required which is currently \$5,000. As you will see in the enclosed table, that is significantly lower than in many other communities. The sealed bidding process is more complex than what contractors want to involve themselves in for projects/equipment of that small size, leading to reduced participation. I recommend the council consider \$15,000 - \$20,000.

You may want to consider if you still want purchases over \$5,000 to be approved by the council or if another value makes more sense today (\$5,000 in 1994 is about \$10,650 today).

Another consideration is specifying a preference for locally sourced items, see the final clause of the draft text.

I have enclosed a draft purchasing ordinance for discussion purposes.



# Regular Council Agenda Item Memorandum

Financial Implications:

None.

Attachments:

- Sealed bid comparison by community
- Draft text

**Spending limit before sealed bids are required, by community.**

Grand Haven Twp	\$50,000
Port Huron	\$25,000
Muskegon	\$25,000
Coldwater	\$25,000
Petoskey	\$25,000
Fremont	\$25,000
Ypsilanti	\$25,000
Grand Traverse County	\$25,000
North Muskegon	\$20,000
Allegan	\$20,000
Chelsea	\$15,000
Middleville	\$15,000
Rockford	\$15,000
Crystal Falls	\$15,000
Caro	\$10,000
Owosso	\$10,000
Ionia	\$10,000
Grand Blanc Charter Twp	\$10,000
Jonesville	\$10,000
Branch County	\$10,000
Saugatuck	\$10,000
Fraser	\$7,500
Dexter	\$5,000
Hastings	\$5,000

## **DIVISION 2-V-2 PURCHASING AND CONTRACTING PROCEDURES**

### **Sec 2-211 Definitions**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Purchase or Purchases* shall mean an exchange or transfer of goods and/or services.

*Purchasing agent* means the city manager or any officer or employee designated by the city manager to act as purchasing agent.

### **Sec 2-212 Generally**

The general authority of the purchasing agent shall be pursuant to chapter VIII of the Charter and to this division.

### **Sec 2-213 Purchases Under \$1,000**

Purchases involving expenditures of \$1,000 or less may be made with the approval of the applicable department head.

### **Sec 2-214 Purchases Equal to or Greater Than \$1,000 and Under \$5,000**

1. Purchases equal to or greater than \$1,000 and less than \$5,000 may be made in the open market by the purchasing agent, but such purchase shall be based on competitive prices and shall be awarded to the lowest competent vendor, except as otherwise provided in this division.
2. The purchasing agent may solicit prices verbally, by telephone or by written communication. If bids are solicited via written communication, a copy of such request for bids shall be posted in the city hall.
3. In determining the competency of a bidder, the purchasing agent shall be guided by his/her judgment of the ability of the bidder to provide the required material or services in compliance with the specifications set forth in the request for bids. If the purchase is not made with the lowest bidder, a statement of the reasons for placing the order with a higher bidder shall be prepared by the purchasing agent and filed with the purchase order or contract.

### **Sec 2-215 Purchases Equal to or Greater Than \$5,000.00**

1. Any purchase involving an expenditure of equal to or greater than \$5,000.00 must be approved by the council.

2. Sealed bids shall be requested by the purchasing agent by mailing a copy of the specifications or requirements to such qualified vendors as may be known to him/her at such time and by posting a copy of the request in the city hall.
3. Formal sealed bids shall be obtained in all transactions involving the expenditure of \$5,000.00 or more.
4. If the lowest competent bids are for the same amount, the purchasing agent shall negotiate with the low bidders for a reduced bid and shall make or recommend purchase that shall appear to be in the best interests of the city.
5. Competitive bidding will not be required in the following cases:
  1. In the employment of professional services, including medical, accounting, auditing, data processing, legal, planning, engineering, and architectural.
  2. All services performed by the city, its departments, or its employees.
  3. In purchasing any type of insurance coverage.
  4. Uniforms and protective clothing.
  5. Non-contractible services, where the scope of the work is not definitive or the cost of preparing contract documents exceeds the cost of the service.
  6. Specialty services.
  7. Where the purchase involves the use of State of Michigan or federal funds and State or federal rules, regulations and procedures with respect to purchases apply.
  8. Other purchases that the city council determines, by resolution, that the public interest will be best served without obtaining competitive bids; provided that a copy of such resolution is retained along with the contract or purchase order.
6. Unless fixed by the city council, the purchasing agent shall prescribe the amount of any security to be deposited with any bid, if applicable, and, in the case of service contracts, the amount of labor and material or performance bonds to be required of the successful bidder. Such security shall be in the form of certified or cashier's check or bond written by a surety company authorized to do business in the State of Michigan.
7. Bids shall be opened in public at the time and place designated in the request for bids. Bids shall be opened in the presence of the purchasing agent and at least

one other city employee, preferably the department head requesting the purchase. Immediately following the opening, the bids shall be examined, tabulated and made publically available for inspection.

8. After the opening of the submitted bids, such bids may not be withdrawn without forfeiture of the bid deposit. Deposits of security accompanying the three (3) low bids shall be retained until the contract is awarded and signed; other deposits shall be returned to the unsuccessful bidders immediately after the bids have been tabulated. If any successful bidder fails or refuses to enter into the contract awarded to him within ten (10) days after being notified of such an award or file any bond required within the same time, the deposit accompanying his bid shall be forfeited to the city; and the city council may, in its sole discretion, award the contract to the next lowest bidder or re-advertise the request for bids.
9. The full tabulation of all bids shall be submitted to the city council at the next regular meeting following the opening of bids, together with the recommendation of the purchasing agent or department head. The city council, in its sole discretion, may accept the low bid, reject all bids, or determine the low bid to be unsatisfactory and make the award to the lowest competent bidder.
10. At the time a service contract executed by the awarded bidder, they shall file a bond executed by a surety company authorized to do business in the State of Michigan, assuring payment of all just debts incurred in the performance of the contract, including wages and material bills, and shall file a performance bond, if required in the bid specification. The awarded bidder shall also file evidence of public liability insurance and workers' compensation insurance in an amount satisfactory to the city Manager and shall also protect the city from loss or damage caused to any person or property by reason of negligence of the awarded bidder and its employees, agents, and sub-contractors.
11. The city council shall reserve the right to accept or reject any or all bids as submitted if in the city council's discretion such action would be in the best interests of the city.

### **Sec 2-216 Purchases Through Other Governmental Units**

Where another governmental entity uses a bid process similar to the process specified by this division to obtain services, materials, supplies and/or equipment, the purchasing agent may purchase these items under the auspices of the other governmental unit.

### **Sec 2-217 Prohibitions**

- (a) No purchase shall be subdivided to avoid the requirements of this division.
- (b) The purchasing agent, and every officer and employee of the city, is expressly prohibited from accepting, directly or indirectly, from any person doing business or contemplating doing business with the city, any rebate, gift, money or anything of value. Further, purchasing agent, and every officer and employee of the city, shall comply with the Division 2-VI-2, "Standards of Conduct."

### **Sec 2-218 Emergency Purchases**

In an emergency or a reasonably apparent emergency endangering the public peace, health and safety of the city which requires the immediate purchase of supplies, materials, equipment or services, the purchasing agent may purchase any supplies, materials, equipment or services which he/she deems reasonable and immediately necessary. In the case of emergency purchases, a full report of the circumstances of the emergency purchase shall be filed and presented to the city council at the next regular meeting.

### **Sec 2-219 Inspection Of Materials**

The responsibility for the inspection and acceptance of all materials, supplies and equipment purchased under this division shall rest with the department head.

### **Sec 2-220 Local Preference**

Vendors located within fifteen (15) miles of the city may be awarded purchases or contracts when the lowest qualified local bid/price is within two percent (2%) or less of the lowest qualified non-local bid.

# Hastings City Police

201 E. State St.

Hastings, MI 49058

(269) 948-4800 Dispatch

(269) 945-5744 Office

(269) 945-4358 Fax



Dale Boulter  
Chief of Police

Julissa Kelly  
Deputy Chief

## Hastings Police Department Council report for the month of December 2024

### STAFFING

Staffing has remained unchanged since last report with one on light duty. Devon Chojnacki has started the police academy and will be attached to them for the next sixteen weeks.

### STATS

The past month officers responded to 378 calls for service, with a total of 15 arrests, 19 traffic accidents 4 non-traffic accidents. Officers issued a total of 32 citations, 23 being moving violations, 9 being Non-moving violations. Officers conducted a total of 116 traffic contacts for the month of February.

### RESERVE OFFICERS

The Reserve Department contributed 63.5 hours for the month of February.

### 2:00 AM – 6:00 AM WINTER PARKING ON STREETS

The 2-6 AM No parking enforcement continues. Please find other means of off-street parking during the winter months to avoid enforcement.

### EVENTS:

Turkeys and gift cards were delivered to 20 families prior to Christmas. The Turkeys were supplied by an anonymous giver and the cost of the gift cards was covered by another anonymous donation to the police department.

Officers participated in the Shop with a Cop Event where children were selected to shop with a Cop for the evening. The children were given gift cards and allowed to shop at Walmart. Food and drink were provided along with a ride from Holley Trolley. Several members of our department, including Reserve Officers, enjoyed the night.

The Christmas Parade required every person from the HPD team to be on duty. Our team along with DPs and Hastings Fire joined together to make this a safe event for our city.



New Year Eve Ball Drop was another big hit for our city. Officers attended the event to help close out the old and bring in the new year.

**Code Compliance report**

Code enforcement took a total of 53 new complaints for the month of December.

Report attached

Respectfully submitted,

Dale Boulter

Chief of Police

**HASTINGS CITY COUNCIL  
MONTHLY REPORT  
MONTH OF December 2024**

**From Hastings Police Department**

**Chief Dale Boulter**

**Total Complaints: 378**

**Total Arrests: 15**

**Adults: 8 Theft from MV-1, Uttering and publishing-1, A&B-3, OWI-2, No insurance-1.**

**Juveniles: 0**

**Arrests Warrants for other Departments: 7 Obstructing justice-7.**

**Traffic Summary:**

**Traffic Accidents: 19**

**Property Damage: 18 Injuries: 1 Fatal: 0 Non-Traffic: 4**

**Tickets Issued: 32**

**Moving Violations Issued: 23**

**Non-Moving Violations: 9**

POLICE VEHICLES

TOTAL MILES: 7,494

TOTAL GALLONS OF FUEL USED: 588.6

<u>VEHICLE</u>	<u>MILAGE</u>	<u>VEHICLE</u>	<u>MILAGE</u>
41/2020 FORD	61,168	45/2018 FORD	59,539
42/2021 FORD	60,380	46/2022 FORD	46,630
43/2023 FORD	12,198	47/2023 FORD	19,585
44/2024 FORD	000000	48/2016 FORD	93,736

ADDITIONAL INFORMATION:

The Hastings Police Reserve officers worked a total of 63.5 hours for the month.

<u>CLASSIFICATION</u>	<u>CURRENT MONTH</u>	<u>PREVIOUS YEAR</u>	<u>YTD CURRENT</u>	<u>YTD PREVIOUS</u>	<u>YTD COMPARED</u>
FATAL ACCIDENTS	0	0	0	0	0
INJURY ACCIDENTS	1	7	28	42	-14
P D ACCIDENTS	19	9	129	114	+15
NON-TRAFFIC	4	5	103	61	+42
SPEEDING	10	2	72	12	+60
OTHER HAZARDOUS	13	14	108	145	-37
NON-HAZARDOUS	9	19	184	290	-106
PARKING	82	87	312	558	-246
<u>TOTAL</u>	138	144	886	927	-41

City of Hastings  
Code Compliance Officer  
December 2024 Activity  
Report



QUANTITY	COMPLAINT
2	Animal related (90-835)
0	Grass and weeds more than 8" tall (38-105)
0	Compostable yard debris and refuse in right-of-way, snow piles (74-39, 74-71, 74-72)
6	Garbage Code Violations (66-88/89/90/93/94)
2	Vehicles parked on unapproved surfaces – residential zones (90-929)
8	Unlicensed/Inoperable vehicles, parts, or tire storage (38-76, 77, 78)
10	Refuse and debris in unscreened area of yard (90-881, 90-882)
4	Rental Unit complaints
9	Signage issues/ Signs in Right-Of-Way
0	Sign Permits Issued
0	Fencing Issues
1	Fence Permits Issued
2	Structure & Building Maintenance Issues
0	Recreational Vehicle Issues
1	Abandoned refrigerator w/door attached (54-61)
4	Sidewalk parking/right-of-way obstructions (74-71)
4	Miscellaneous Issues & Complaints
<b>53</b>	<b>Total Violations/Complaints Handled</b>
14	Letters sent
0	Citations issued
102	Follow Ups
<b>NOTES:</b>	<b>Miscellaneous Issues/ Complaints details</b>

QUANTITY	COMPLAINT
	Conducted an Electronic Messages Boards zoning regulations compliance check. There are currently 13 such signs in the city owned by institutions or businesses. A few noncompliance's were discovered and after speaking with the signs owners promptly corrected.

- 

Conducted an Electronic Messages Boards zoning regulations compliance check. There are currently 13 such signs in the city owned by institutions or businesses. A few noncompliance's were discovered and after speaking with the signs owners promptly corrected.

BY: Frank Jesensek

DATE:



# 2024 Annual Report

The Hastings Police Department

By Chief Dale Boulter



DALE BOULTER  
CHIEF OF POLICE

## Hastings City Police

201 E. State St.  
Hastings, MI 49058  
(269) 948-4800 Dispatch  
(269) 945-5744 Office  
(269) 945-4358 Fax



JULISSA KELLY  
DEPUTY CHIEF

Date: Monday January 27<sup>th</sup>, 2025

To: The City Manager, Honorable Mayor, Distinguished Council Members, and Citizens of the City of Hastings

From: Chief Dale Boulter

Reference: The HPD 2024 Annual Report

On behalf of the officers and staff of the Hastings Police Department I share this annual report. We saw some relief with staffing levels in 2024 with the addition of a new officer. We have successfully sponsored three officers so far and found great rewards with the process. We are currently sponsoring the fourth officer with anticipated academy completion in early June.

This past year we have seen a small decrease in the number of accidents occurring along with a small decrease in the number of calls for service. Currently we still have vacancies we are attempting to fill. Our plans continue to focus on filling all available spots and filling a detective position. The members of the department continue to serve the community with pride and professionalism.

If you should have any questions with the information provided in the following report, feel free to reach out to me.

As always, we look forward to another year serving the citizens and visitors of our community with professionalism and pride.

Respectfully,

Chief Dale Boulter



## STAFFING

Staff did not change much last year with only one person leaving the department. Officer Brett Holmes left the department and obtained employment with Clare County Sheriff Department. Ofc. Bryan Keeler was hired and has been a great addition to our team. Bryan has been an officer in the Barry County Area for a few years, so he is familiar with the Barry County process.

### Sworn Officers:

Chief Dale Boulter (2006)

Deputy Chief Julissa Kelly (2018)

School Resource Officer Josh Sensiba (1998)

Day shift Sergeant Nate Pickett (2018)

Night shift Sergeant Leonel Rangel (2019)

Officer Bryan Keeler (2024)

Officer Gaylord Brown (2022)

Officer Alexandra Wesseling (2022)

Officer Andrew Babcock (2022)

Officer Lexi Meher (2022)

Officer Thomas Steensma (2023)

Officer Kiersten Bailey (2023)

Employed Recruit Devon Chojnacki (2025)

### Office Staff:

Anne Lockman

Kristina Slagel

### Code Compliance:

Frank Jesensek

### Reserve Officers:

Kyle Herring

Jason Bailey

Steve Wales

Chuck Tefft

Mitch Tolan

Rich Rau

**Employee Anniversaries:**



Kris Slagel celebrated her 10 years of service in July 2024.

Sergeant Leonel Rangel celebrated his 5 years of service in December 2024.



## Code Compliance:

QUANTITY	COMPLAINT
47	Animal related (90-835)
149	Grass and weeds more than 8" tall (38-105)
79	Compostable yard debris and refuse in right-of-way, snow piles (74-39, 74-71, 74-72)
50	Garbage Code Violations (66-88/89/90/93/94)
133	Vehicles parked on unapproved surfaces – residential zones (90-929)
110	Unlicensed/Inoperable vehicles, parts, or tire storage (38-76, 77, 78)
181	Refuse and debris in unscreened area of yard (90-881, 90-882)
29	Rental Unit complaints
222	Signage issues/ Signs in Right-Of-Way
0	Sign Permits Issued
14	Fencing Issues
45	Fence Permits Issued
81	Structure & Building Maintenance Issues
20	Recreational Vehicle Issues
1	Abandoned refrigerator w/door attached (54-61)
66	Sidewalk parking/right-of-way obstructions (74-71)
233	Miscellaneous Issues & Complaints
<b>1,460</b>	<b>Total Violations/Complaints Handled</b>
231	Letters sent
24	Citations issued
1,529	Follow Ups
<b>NOTES:</b>	<b>Miscellaneous Issues/ Complaints details</b>
	•

**Reserve Officers:**

The Hastings Police Reserve Department is a very important division of the PD. The Reserve Officers contributed **977.25** voluntary hours to the department and the City of Hastings.

The Reserve Department continues to support the police department with events and as a second officer in a car on patrol. Thank you to all the members of the Reserve Department for a great year and thank you for providing numerous hours of volunteer work.

Reserve Hour Comparison:

2024	2023	2022	2021	2020
977.25	634.5	725.2	784.5	492

Steve Bare was the current longest standing Reserve Officer until his retirement in late 2024. Steve came to me and expressed his wishes to retire after Summer Fest. Once again, Steve was looking after his fellow Reserve Officers and the citizens of Hastings telling me he wanted to help one more time with the event.

Steve began his service with the Reserve Department on January 25<sup>th</sup>, 2001, and retired on September 9<sup>th</sup>, 2024. Steve has dedicated many hours over the 23 years he has volunteered as a Reserve Officer. He has served many roles while being attached to the Reserve Department, including the role of Captain on more than one occasion.



We will miss Steve around the office and mostly at events he always found himself helping at. We do, however, wish Steve and his family the best and hope to see him around town. Thank you, Steve, for the dedication you gave to the city and our PD.

## **Training:**

MCOLES put in place this past year a continued professional education program (CPE). The program requires a certain amount of CPE credit hours for the year. MCOLES has selected certain topics for mandatory training and allowed each agency to assign the remaining training hours.

HPD has always kept up on training, so this was not a new thing for us. We did, however, have to comply with the registration and fulfilling of the registration requirements for the required hours. PA1 of 2023 was passed and it provided funds for each officer to utilize for the CPE hours.

The requirement for last year was 12 CPE hours as the pilot program started in August of 2024. All officers obtained the required CPE hours along with many other hours of training required by the department.

The required amount of CPE hours required in 2025 is 24 hours for each officer. Failure to complete the required CPE hours could result in MCOLES revoking an officer's license.

## **Complaints and Calls for Service:**

2024 was very similar to 2023 in terms of the number of calls for service the department responded to. The officers handle a variety of different calls from civil in nature to criminal. No matter the type of call, each officer is expected to respond and provide professional services to the caller.

The number of calls and the types of calls responded to are a good representation as to the typical year for HPD. All criminal matters are investigated and submitted to the Barry County Prosecutors office for review.

Below you will find the Offense Count Report showing the number of calls taken for each offense between January 1st and December 31st:



Offense	Description	YTD 2024
01000	SOVEREIGNTY	1
10001	KIDNAPPING/ABDUCTION	2
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	1
11002	SEXUAL PENETR'N PENIS/VAGINA CSC3	2
11007	SEXUAL CONTACT FORCIBLE CSC2	5
11008	SEXUAL CONTACT FORCIBLE CSC4	3
12000	ROBBERY	1
13001	NONAGGRAVATED ASSAULT	115
13002	AGGRAVATED/FELONIOUS ASSAULT	17
13003	INTIMIDATION/STALKING	20
22001	BURGLARY - FORCED ENTRY	3
22002	BURGLARY - ENTRY W/OUT FORCE/INTENT	3
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	3
23003	LARCENY - THEFT FROM BUILDING	11
23005	LARCENY - THEFT FROM MOTOR VEHICLE	11
23006	LARCENY - THEFT OF M. VEHICLE PARTS	4
23007	LARCENY - OTHER	25
24001	MOTOR VEHICLE THEFT	6
24002	MOTOR VEHICLE AS STOLEN PROPERTY	2
25000	FORGERY/COUNTERFEITING	9
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	8
26002	FRAUD - CREDIT CARD/ATM	10
26003	FRAUD - IMPERSONATION	3
26004	FRAUD - WELFARE	1
26005	FRAUD - WIRE	6
26006	FRAUD - BAD CHECKS	4
26007	FRAUD - IDENTITY THEFT	6
26008	FRAUD - HACKING/COMPUTER INVASION	1
27000	EMBEZZLEMENT	2
28000	STOLEN PROPERTY	1
29000	DAMAGE TO PROPERTY	48
30002	RETAIL FRAUD - THEFT	26
35001	VIOLATION OF CONTROLLED SUBSTANCE	48
35002	NARCOTIC EQUIPMENT VIOLATIONS	4
36004	SEX OFFENSE - OTHER	8
37000	OBSCENITY	3
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	6
38003	FAMILY - OTHER	5
41001	LIQUOR LICENSE - ESTABLISHMENT	1
41002	LIQUOR VIOLATIONS - OTHER	3
48000	OBSTRUCTING POLICE	15
49000	ESCAPE/FLIGHT	1
50000	OBSTRUCTING JUSTICE	141
52001	WEAPONS OFFENSE - CONCEALED	4
52003	WEAPONS OFFENSE - OTHER	3
53001	DISORDERLY CONDUCT	16
53002	PUBLIC PEACE - OTHER	6

<b>Offense</b>	<b>Description</b>	<b>YTD 2024</b>
54001	HIT & RUN MOTOR VEHICLE ACCIDENT	18
54002	OUIL OR OUID	30
54003	DRIVING LAW VIOLATIONS	45
55000	HEALTH AND SAFETY	94
57001	TRESPASS	7
57002	INVASION OF PRIVACY - OTHER	5
58000	SMUGGLING	1
63000	VAGRANCY	1
70000	JUVENILE RUNAWAY	11
70004	JUVENILE ISSUES	49
72000	ANIMAL CRUELTY	1
73000	MISCELLANEOUS CRIMINAL OFFENSE	8
75000	SOLICITATION	1
88000	Duplicate Charge	1
93001	PROPERTY DAMAGE ACCIDENT/PI	170
93002	ACCIDENT NON-TRAFFIC	55
93004	PARKING VIOLATION	14
93005	ABANDONED VEHICLES	32
93006	IMPOUNDED VEHICLES	17
94002	FALSE ALARMS	175
94003	CODE VIOLATIONS	321
95001	SEX OFFENDER REGISTRATION OR ADDRESS VERIFICATION	133
95002	SEX OFFENDER ADDRESS VERIFICATION	1
97006	ACCIDENT OTHER	4
97008	NOISE ORDINANCE VIOLATIONS	26
97009	BARKING DOG	19
98003	PROPERTY INCLUDES PAROL INSPECTIONS	12
98004	OTHER INSPECTIONS	206
98006	CIVIL MATTER DISPUTE-FAMILY TROUBLE	426
98007	SUSPICIOUS SITUATIONS	941
98008	LOST AND FOUND	100
99000	ACCIDENT DEATH (NOT VEHICLE)	1
99001	SUICIDE-INCLUDES ATTEMPTS	54
99002	NATURAL DEATH	15
99003	MISSING PERSON-ADULT ONLY	2
99005	PURCHASE PERMIT	56
99006	GUN REGISTRATION	83
99007	PUBLIC RELATIONS ACTIVITIES	2
99008	ASSIST OTHER AGENCIES	173
99009	GENERAL NON-CRIMINAL	2151

**Totals: 6085**

## TRAFFIC ACCIDENTS



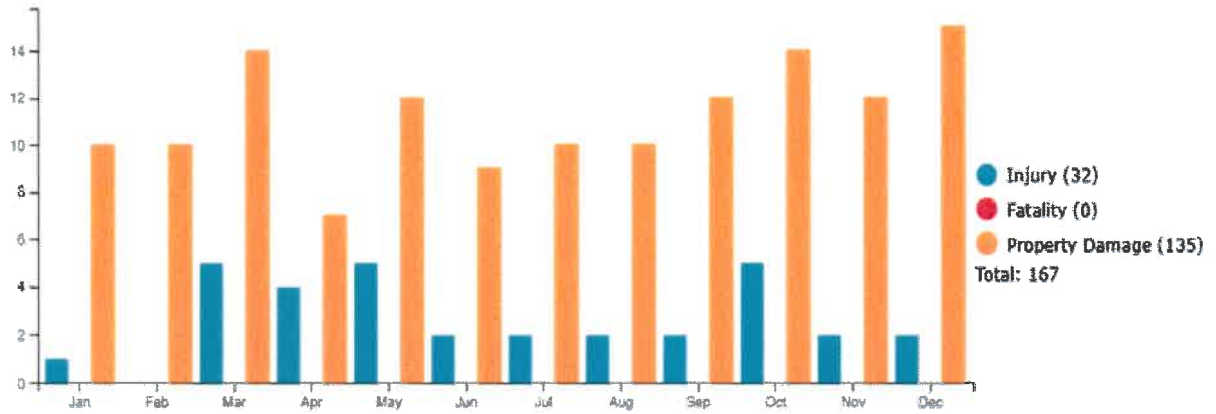
The Hastings Police Department responded to 167 total crashes during the year. This is slightly up from the previous number of 165 accidents in 2023. There were no fatal traffic crashes occurring inside the city limits in 2024. Overall, we have experienced a slight increase in the number of traffic crashes, with hopes of seeing less next year.

I have provided a series of charts to help better illustrate the crashes occurring in the city. These charts are specific to the traffic crashes officers responded to inside the Hastings City Limits. The charts all represent the traffic crash data for 2024 for the City of Hastings.

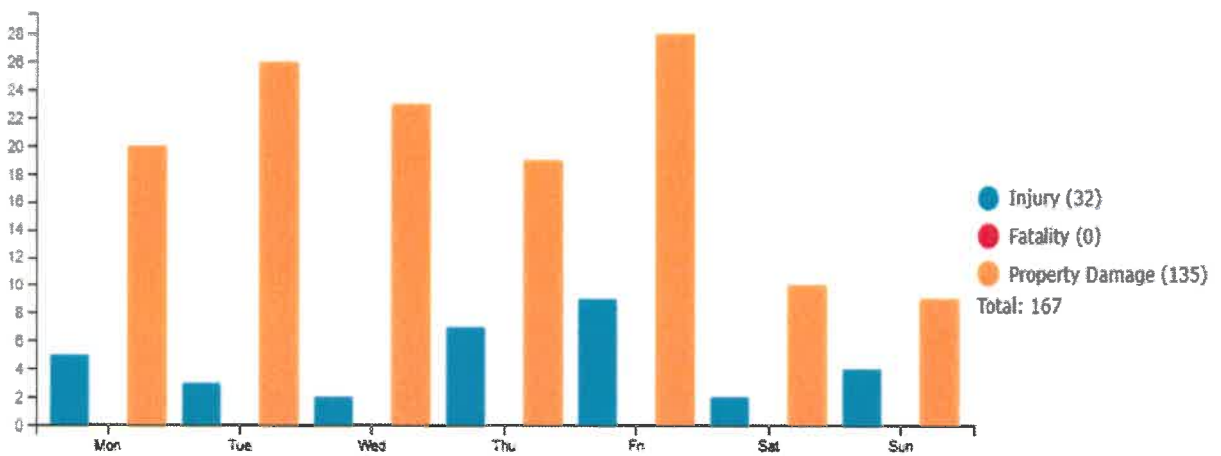
The traffic crashes in these illustrations only represent road crash reports. The non-traffic crashes are reflected in a different section of the report.



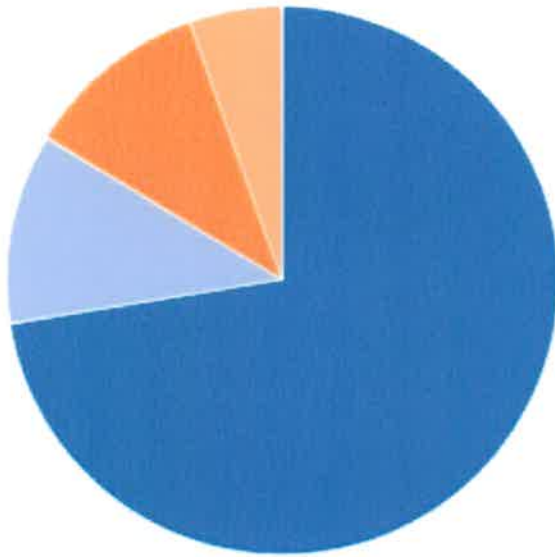
### By Month:



### By Day of the Week:



**By Weather:**



- Clear (121)
  - Cloudy (19)
  - Snow (18)
  - Rain (9)
- Total: 167



In June of last year, we changed the intersection of **Jefferson St. and Center St.** from a 2-way stop to a 4-way stop intersection, increasing safety for both vehicular and pedestrian traffic.



## **POLICE VEHICLES**

**Total miles traveled: 81,696**

**Total gallons of fuel used: 7,193.2**

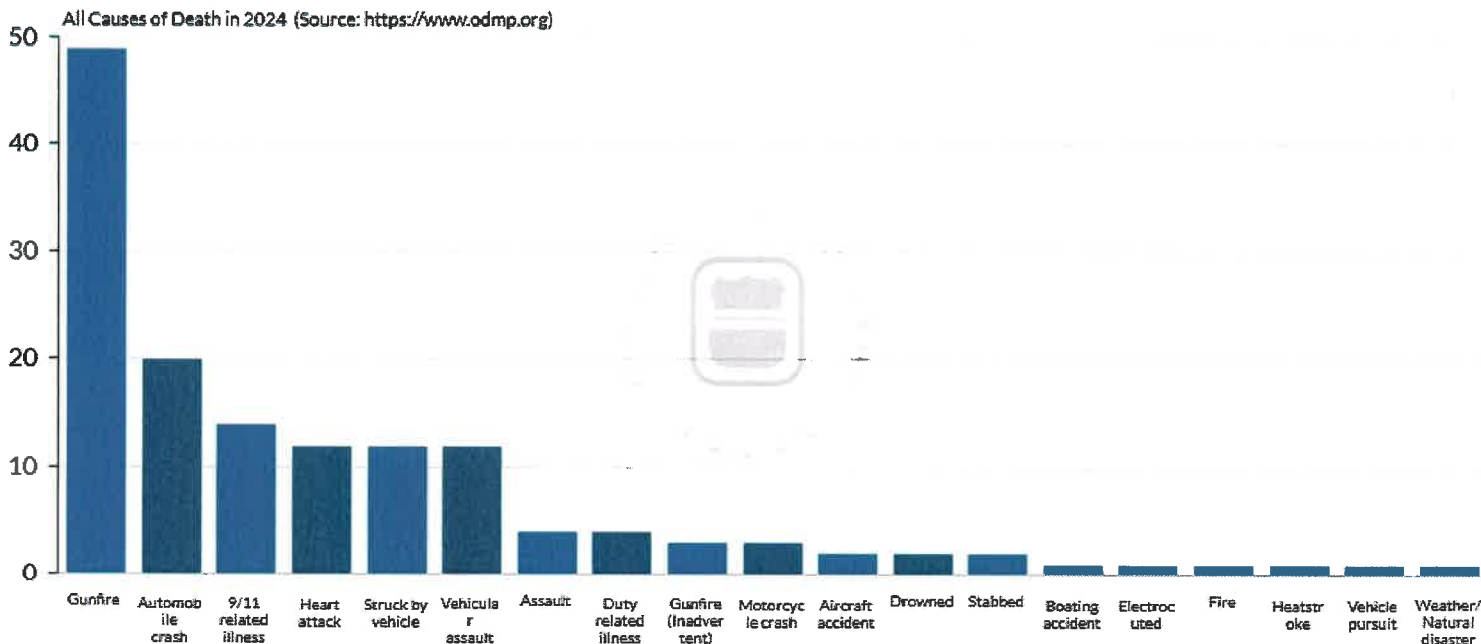
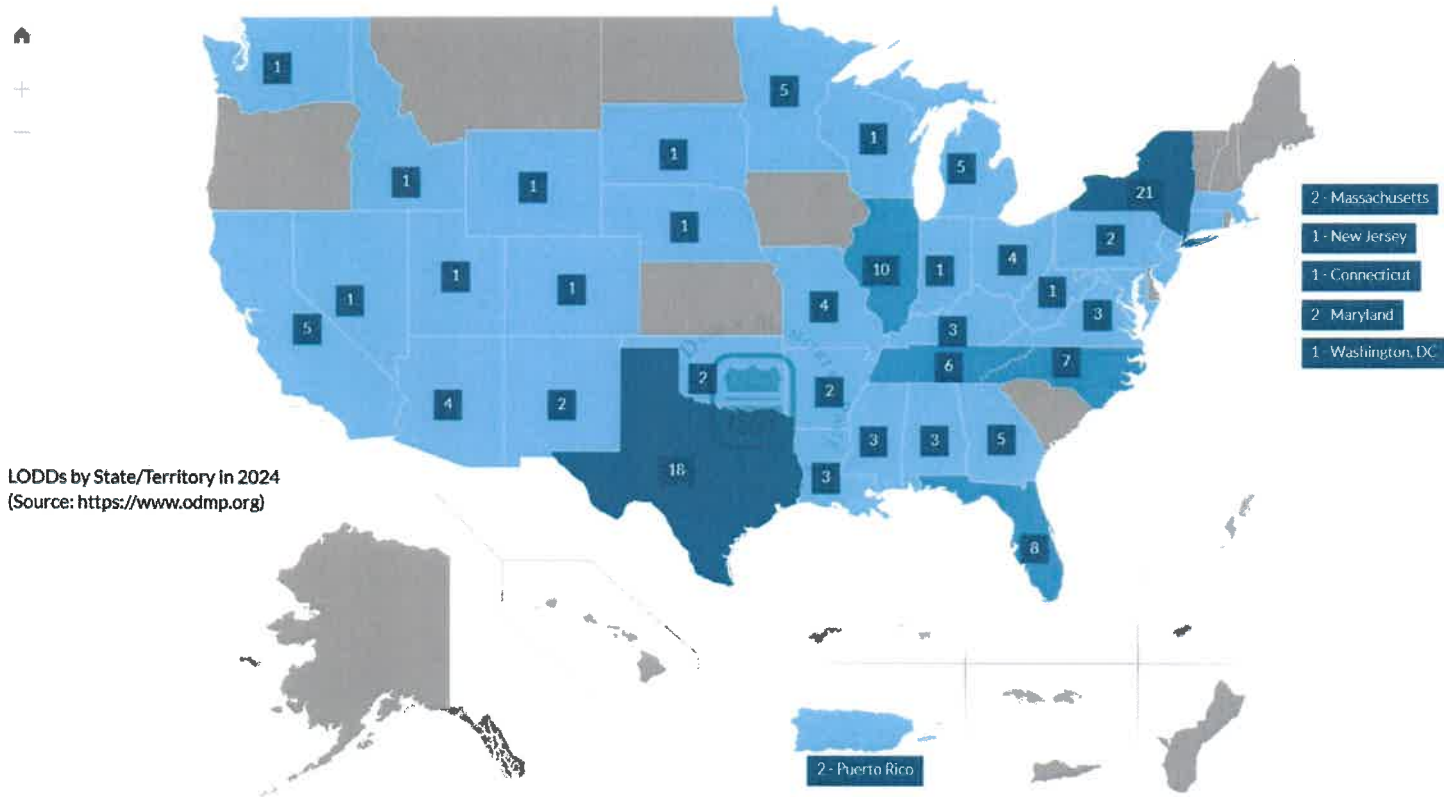
VEHICLES	MILEAGE
41/2020 Ford	61,168
42/2021 Ford	60,380
43/2023 Ford	12,198
44/2024 Ford	256
45/2018 Ford	45,749
46/2022 Ford	5,671
47/2023 Ford	19,585
48/2016 Ford	93,736
49/2015 Ford	59,594

## **5-YEAR STAT COMPARISON**

	2024	2023	2022	2021	2020
Complaints	6,085	6,158	5,374	5,575	5,680
Miles Patrolled	81,696	87,629	67,656	79,363	56,598
Arrests	233	355	263	326	365
Traffic Citations	392	455	203	447	354
Traffic Accidents	170	169	148	169	132
Violent Crimes	27	23	28	23	23

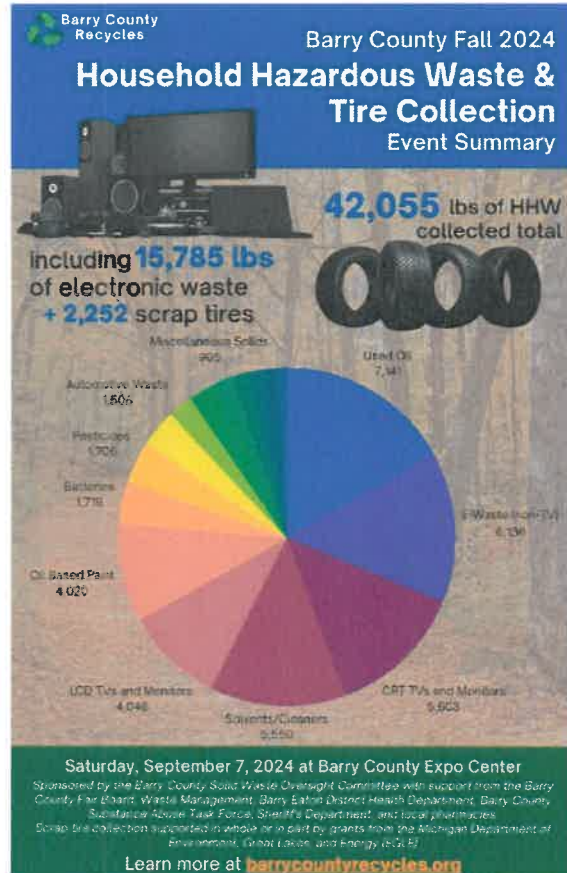
## LINE OF DUTY DEATHS 2024

Total Line of Duty Deaths for 2024 came to 145 Officers killed in the line of duty from various methods. Gunfire leads the cause of death with 52 killed by gunfire across our country. The State of Michigan suffered the loss of 5 officers in the line of duty





## EVENTS



HPD participated in both Spring and Fall Household Hazardous Waste collections this past year. The Police Department along with our Reserve Department contributed time to this event to keep hazardous waste out of our landfills and water supply.



HPD also worked with the Barry County Substance Abuse Task Force for the DEA National Takeback days. We collected several boxes of prescribed drugs and turned them over to the DEA for destruction.

Keep them safe. Clean them out. Take them back.

Visit [DEATakeBack.com](http://DEATakeBack.com) for a collection site near you.

**Shop with a COP:**

Hastings Police Officers participated in the Shop with a Cop event again this year. This event is always fun for both the kids and the Cops to participate in. Once again, the children were teamed up with their Cops and enjoyed the night of eating craft building and Shopping.





## Halloween on Green St:

The Hastings Police Department along with the Department of Public Service (DPS) and the Hastings Fire Department once again made Halloween night a safe event. Green St. was closed off with barricades and vehicles for the road to be used as safe passage while trick or treaters roamed from house to house.

During the night a fire pit was utilized and again seemed to be a great picture taking spot. The cooperation and teamwork with the Fire Department and DPS was key for this night's events. The Officers of the Hastings Police Department enjoy this time of year and love to see all the children in their costumes. This year the HPD utilized funds donated to the PD for the community to give out loads of candy along with a personalized HPD cup.

This was just one more event we were able to facilitate for the citizens and visitors to Hastings.

Thank you to all who help provide this event, including all households who participate in the night's events.









## Bee on the Lookout:

In May of this past year Officers were buzzing around the City and found some unwanted subjects downtown.



With assistance from a Bee Keeper, the queen was found, and the bees were safely boxed up to be moved to a safe location.



The **Barry Rubaix** was another large event for the Police Department and our officers handled the task better than expected. As always, our officers are up to the task of keeping events and citizens safe!

### **Christmas Dinner**

Christmas Dinner for twenty local families was once again provided this year. Our Friends and Partners of the Military Order of the Purple Heart of the U.S.A. Battle Creek Chapter 110 worked with us to secure twenty turkeys. We then placed with the turkeys, a \$100 gift card, for the families to purchase other food for their Christmas dinners. The funds for the gift cards were from an anonymous gift given to the police department to use for occasions such as this.

**CONCLUSION:**

Some of the challenges 2024 brought with it will carry into the new year. With my team, we are confident we will meet all the challenges introduced to us. We are confident with the team we have built and will strive to be the best for our citizens we serve. We will continue to further our education, whether it is mandated or not, and maintain our professionalism throughout each and every call we receive.





Investments & Deposits Status Report as of December 31, 2024

Institution	Account Description	Balance	Interest Rate
Flagstar	Common Cash (Primary Checking)	\$ 986,460.72	0.44%
	Payroll	\$ 152,413.48	0.45%
	*Savings	\$ 2,826,135.55	3.51%
	**Tax Collection	\$ 1,798,314.11	N/A
	<b>Total</b>	<b>\$ 5,763,323.86</b>	
<i>*Includes proceeds from DDA/Streetscape Bonds</i>			
<i>** Includes funds collected on behalf of other governmental agencies</i>			
Highpoint	Common Cash	\$ 41,497.29	N/A
	Drug Enforcement	\$ 18,211.94	N/A
	Library PayPal	\$ 500.00	N/A
	*Tax Collection	\$ 43,941.46	N/A
	<b>Total</b>	<b>\$ 104,150.69</b>	
<i>* Includes funds collected on behalf of other governmental agencies</i>			
Michigan CLASS	General Fund (Pooled)	\$ 6,315,658.04	4.6870%
	Water & Sewer	\$ 594,210.36	4.6870%
	Equipment Fund	\$ 301,805.69	4.6870%
	LDFA	\$ 150,903.56	4.6870%
	<b>Total</b>	<b>\$ 7,362,577.65</b>	
American Dep Mgmt Co	Money Market Account	\$ 3,905,741.09	4.45%
	3-Month Certificates of Deposit	\$ -	N/A
	6-Month Certificates of Deposit	\$ -	N/A
	<b>Total</b>	<b>\$ 3,905,741.09</b>	
<b>Total, All Investments &amp; Deposits</b>		<b>\$ 17,135,793.29</b>	

Institution	Balance	% of Total
Flagstar	\$ 5,763,323.86	33.6%
Highpoint	\$ 104,150.69	0.6%
Michigan CLASS	\$ 7,362,577.65	43.0%
American Dep Mgmt Co	\$ 3,905,741.09	22.8%
<b>Total</b>	<b>\$ 17,135,793.29</b>	

Type of Investment or Deposit	Balance	% of Total
Interest	\$ 15,233,328.49	88.9%
Non-Interest	\$ 1,902,464.80	11.1%
<b>Total</b>	<b>\$ 17,135,793.29</b>	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2024

THIS YEAR FISCAL YTD 31-DEC-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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### FUND 101 - GENERAL FUND

#### REVENUE

TAXES	3,520,424.78	3,638,300	97.00%	3,283,247.72	3,463,000	95.00%
SPECIAL ASSESSMENTS	26,693.21	32,500	82.00%	25,997.45	43,650	60.00%
LICENSES & PERMITS	9,647.92	19,250	50.00%	15,557.63	21,175	73.00%
FEDERAL REVENUES	.00	236,216	0.00%	3,150.00	768,199	0.00%
STATE SHARED REVENUES	639,944.26	1,139,391	56.00%	391,641.00	1,398,813	28.00%
INTERGOVERNMENTAL REVENUES	34,439.40	923,228	4.00%	23,264.15	868,416	3.00%
CHARGES FOR SERVICES	20,078.82	668,100	3.00%	9,512.51	615,950	2.00%
FINES & FORFEITURES	3,740.00	8,500	44.00%	5,458.10	7,000	78.00%
INTEREST AND RENTALS	117,659.32	335,400	35.00%	235,697.10	209,000	113.00%
OTHER REVENUE	141,083.93	451,300	31.00%	181,865.96	30,500	596.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>4,513,711.64</b>	<b>7,452,185</b>	<b>61.00%</b>	<b>4,175,391.62</b>	<b>7,425,703</b>	<b>56.00%</b>

#### EXPENDITURES

CITY COUNCIL	45,869.58	82,326	56.00%	44,257.62	74,001	60.00%
MAYOR	7,780.84	14,811	53.00%	8,607.08	14,752	58.00%
CITY MANAGER	89,065.15	192,810	46.00%	91,809.46	183,080	50.00%
FINANCE DEPARTMENT	165,550.90	396,945	42.00%	191,522.93	313,745	61.00%
CLERK	53,691.20	117,396	46.00%	51,771.97	118,397	44.00%
INFORMATION TECHNOLOGY	123,326.18	244,000	51.00%	119,809.48	244,000	49.00%
BOARD OF REVIEW	251.38	2,512	10.00%	627.81	2,862	22.00%
TREASURER	38,908.03	83,928	46.00%	35,921.60	78,808	46.00%
ASSESSOR	61,304.92	171,282	36.00%	65,721.18	162,581	40.00%
ELECTIONS	28,553.13	56,368	51.00%	7,638.75	64,277	12.00%
CITY HALL & GROUNDS	61,496.31	158,950	39.00%	39,093.85	187,500	21.00%
LEGAL AND AUDIT	15,076.00	70,000	22.00%	6,493.00	70,000	9.00%
OTHER GENERAL GOVERNMENT	394,317.85	588,415	67.00%	241,328.10	753,387	32.00%
POLICE	900,085.70	2,099,689	43.00%	857,039.86	2,005,929	43.00%
CODE COMPLIANCE	23,025.91	50,962	45.00%	18,351.47	50,171	37.00%
FIRE DEPARTMENT	231,613.48	524,545	44.00%	777,078.16	1,057,797	73.00%
INSPECTIONS	38,724.00	100,000	39.00%	89,715.00	55,000	163.00%
DEPT OF PUBLIC SERVICE ADMIN	75,175.49	159,240	47.00%	79,483.40	182,683	44.00%
PARKING LOTS - NON SAD	6,053.64	23,000	26.00%	5,061.80	19,750	26.00%
PARKING LOTS - SAD	244,622.16	267,500	91.00%	14,013.74	234,000	6.00%
STREET LIGHTING	55,085.44	99,500	55.00%	44,678.71	102,500	44.00%
COMMUNITY SERVICES	126,013.75	300,355	42.00%	118,556.40	162,085	73.00%
BROWNFIELD GRANT	.00	0	0.00%	.00	0	0.00%
PLANNING AND ZONING	4,283.26	18,685	23.00%	2,285.42	18,285	12.00%
JOINT PLANNING & ZONING	37.50	400	9.00%	77.50	550	14.00%
COMMUNITY & ECONOMIC DEVELOPMNT	70,016.07	143,143	49.00%	61,850.85	141,500	44.00%

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2024

THIS YEAR FISCAL YTD YTD ACTUAL	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET
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### *FUND 101 - GENERAL FUND*

COMMUNITY DEVELOPMENT GRANTS	61,536.50	65,100	95.00%	67,397.00	75,100	90.00%
CABLE ACCESS	6,704.35	13,776	49.00%	4,104.05	13,457	30.00%
PARKS AND RECREATION	128,729.57	1,344,325	10.00%	103,479.79	977,657	11.00%
ARTS AND CULTURAL ACTIVITIES	52,886.18	81,526	65.00%	64,894.38	80,400	81.00%
OTHER FINANCING USES	.00	549,696	0.00%	.00	316,449	0.00%
<hr/>						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	3,109,784.47	8,021,185	39.00%	3,212,670.36	7,760,703	41.00%
<hr/>						
NET REVENUE OVER EXPENDITURES	1,403,927.17	( 569,000)		962,721.26	( 335,000)	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2024

	THIS YEAR FISCAL YTD 31-DEC-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<b><i>FUND 202 - MAJOR STREETS</i></b>						
REVENUES	395,767.69	1,235,556	32.00%	398,967.81	1,045,218	38.00%
INCOMING TRANSFERS	.00	225,000	0.00%	.00	0	0.00%
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>395,767.69</b>	<b>1,460,556</b>	<b>27.00%</b>	<b>398,967.81</b>	<b>1,045,218</b>	<b>38.00%</b>
EXPENDITURES	248,539.62	1,593,169	16.00%	198,531.44	1,097,335	18.00%
OUTGOING TRANSFERS	.00	150,000	0.00%	.00	150,000	0.00%
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>248,539.62</b>	<b>1,743,169</b>	<b>14.00%</b>	<b>198,531.44</b>	<b>1,247,335</b>	<b>16.00%</b>
NET REVENUE OVER EXPENDITURES	147,228.07	( 282,613)		200,436.37	( 202,117)	
<b><i>FUND 203 - LOCAL STREETS</i></b>						
REVENUES	160,639.22	373,772	43.00%	159,472.27	351,008	45.00%
INCOMING TRANSFERS	.00	300,000	0.00%	.00	300,000	0.00%
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>160,639.22</b>	<b>673,772</b>	<b>24.00%</b>	<b>159,472.27</b>	<b>651,008</b>	<b>24.00%</b>
EXPENDITURES	268,576.52	721,691	37.00%	208,147.18	733,661	28.00%
OUTGOING TRANSFERS						
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>268,576.52</b>	<b>721,691</b>	<b>37.00%</b>	<b>208,147.18</b>	<b>733,661</b>	<b>28.00%</b>
NET REVENUE OVER EXPENDITURES	( 107,937.30)	( 47,919)		( 48,674.91)	( 82,653)	



# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2024

	THIS YEAR FISCAL YTD 31-DEC-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<b><i>FUND 209 - CEMETERY FUND</i></b>						
REVENUES	212,937.56	273,779	78.00%	222,317.53	244,780	91.00%
INCOMING TRANSFERS						
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>212,937.56</b>	<b>273,779</b>	<b>78.00%</b>	<b>222,317.53</b>	<b>244,780</b>	<b>91.00%</b>
EXPENDITURES	181,966.32	312,362	58.00%	93,789.82	279,100	34.00%
OUTGOING TRANSFERS						
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>181,966.32</b>	<b>312,362</b>	<b>58.00%</b>	<b>93,789.82</b>	<b>279,100</b>	<b>34.00%</b>
 NET REVENUE OVER EXPENDITURES	 <b>30,971.24</b>	 <b>( 38,583)</b>		 <b>128,527.71</b>	 <b>( 34,320)</b>	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2024

THIS YEAR FISCAL YTD 31-DEC-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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### *FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY*

REVENUES	766,632.82	807,950	95.00%	3,445,920.64	3,463,990	99.00%
INCOMING TRANSFERS						
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>766,632.82</b>	<b>807,950</b>	<b>95.00%</b>	<b>3,445,920.64</b>	<b>3,463,990</b>	<b>99.00%</b>
EXPENDITURES	743,010.59	883,391	84.00%	885,069.65	3,745,207	24.00%
OUTGOING TRANSFERS						
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>743,010.59</b>	<b>883,391</b>	<b>84.00%</b>	<b>885,069.65</b>	<b>3,745,207</b>	<b>24.00%</b>
NET REVENUE OVER EXPENDITURES	23,622.23	( 75,441)		2,560,850.99	( 281,217)	

### *FUND 250 - LCL DVLPMT FINANCE AUTHORITY*

REVENUES	.00	0	0.00%	56,051.49	81,500	69.00%
INCOMING TRANSFERS						
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>.00</b>	<b>0</b>	<b>0.00%</b>	<b>56,051.49</b>	<b>81,500</b>	<b>69.00%</b>
EXPENDITURES	29.51	0	0.00%	135,740.16	187,800	72.00%
OUTGOING TRANSFERS						
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>29.51</b>	<b>0</b>	<b>0.00%</b>	<b>135,740.16</b>	<b>187,800</b>	<b>72.00%</b>
NET REVENUE OVER EXPENDITURES	( 29.51)	0		( 79,688.67)	( 106,300)	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2024

THIS YEAR FISCAL YTD 31-DEC-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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### *FUND 265 - DRUG ENFORCEMENT*

REVENUES	30.00	2,500	1.00%	90.00	2,800	3.00%
INCOMING TRANSFERS						
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>30.00</b>	<b>2,500</b>	<b>1.00%</b>	<b>90.00</b>	<b>2,800</b>	<b>3.00%</b>
EXPENDITURES	( 480.00)	5,600	(9.00%)	.00	5,600	0.00%
OUTGOING TRANSFERS						
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>( 480.00)</b>	<b>5,600</b>	<b>(9.00%)</b>	<b>.00</b>	<b>5,600</b>	<b>0.00%</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>510.00</b>	<b>( 3,100)</b>		<b>90.00</b>	<b>( 2,800)</b>	

### *FUND 266 - POLICE TRAINING*

REVENUES	34.09	3,400	1.00%	119.25	2,950	4.00%
INCOMING TRANSFERS						
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>34.09</b>	<b>3,400</b>	<b>1.00%</b>	<b>119.25</b>	<b>2,950</b>	<b>4.00%</b>
EXPENDITURES	1,537.11	4,900	31.00%	664.86	4,600	14.00%
OUTGOING TRANSFERS						
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>1,537.11</b>	<b>4,900</b>	<b>31.00%</b>	<b>664.86</b>	<b>4,600</b>	<b>14.00%</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 1,503.02)</b>	<b>( 1,500)</b>		<b>( 545.61)</b>	<b>( 1,650)</b>	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2024

THIS YEAR FISCAL YTD 31-DEC-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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### *FUND 271 - LIBRARY FUND*

#### OPERATIONS

OPERATING REVENUES	102,015.14	673,516	15.00%	348,979.50	1,373,449	25.00%
OPERATING INCOMING TRANSFERS						
<b>TOTAL OPERATING REV &amp; IN TRNSFRS</b>	<b>102,015.14</b>	<b>673,516</b>	<b>15.00%</b>	<b>348,979.50</b>	<b>1,373,449</b>	<b>25.00%</b>
OPERATING EXPENDITURES	317,171.13	656,799	48.00%	796,355.10	1,708,154	47.00%
OPERATING OUTGOING TRANSFERS						
<b>TOTAL OPERATING EXP &amp; OUT TRNSFRS</b>	<b>317,171.13</b>	<b>656,799</b>	<b>48.00%</b>	<b>796,355.10</b>	<b>1,708,154</b>	<b>47.00%</b>
NET OPERATING REV OVER EXP	( 215,155.99)	16,717		( 447,375.60)	( 334,705)	

#### CAPITAL IMPROVEMENTS

CAP IMPRVMT EXPENDITURES	.00	0	0.00%	.00	0	0.00%
CAP IMPRVMT OUTGOING TRANSFERS						
<b>TOTAL CAP IMPRVMT EXP &amp; OUT TRNSFRS</b>	<b>.00</b>	<b>0</b>	<b>0.00%</b>	<b>.00</b>	<b>0</b>	<b>0.00%</b>
NET CAP IMPRVMT REV OVER EXP	.00	0		.00	0	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2024

	THIS YEAR FISCAL YTD 31-DEC-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<b><i>FUND 592 - WATER &amp; SEWER FUND</i></b>						
REVENUES	2,534,802.56	4,900,690	52.00%	2,431,686.45	4,347,620	56.00%
INCOMING TRANSFERS						
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>2,534,802.56</b>	<b>4,900,690</b>	<b>52.00%</b>	<b>2,431,686.45</b>	<b>4,347,620</b>	<b>56.00%</b>
EXPENDITURES	1,531,730.54	4,632,941	33.00%	1,651,230.00	4,106,072	40.00%
OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>1,531,730.54</b>	<b>4,632,941</b>	<b>33.00%</b>	<b>1,651,230.00</b>	<b>4,106,072</b>	<b>40.00%</b>
 NET REVENUE OVER EXPENDITURES	 <b>1,003,072.02</b>	 <b>267,749</b>		 <b>780,456.45</b>	 <b>241,548</b>	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2024

	THIS YEAR FISCAL YTD 31-DEC-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<b><i>FUND 661 - EQUIPMENT REVOLVING FUND</i></b>						
REVENUES	414,575.42	908,000	46.00%	328,196.10	939,500	35.00%
INCOMING TRANSFERS						
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>414,575.42</b>	<b>908,000</b>	<b>46.00%</b>	<b>328,196.10</b>	<b>939,500</b>	<b>35.00%</b>
EXPENDITURES	227,647.04	626,963	36.00%	213,525.36	510,592	42.00%
OUTGOING TRANSFERS						
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>227,647.04</b>	<b>626,963</b>	<b>36.00%</b>	<b>213,525.36</b>	<b>510,592</b>	<b>42.00%</b>
 NET REVENUE OVER EXPENDITURES	 <b>186,928.38</b>	 <b>281,037</b>		 <b>114,670.74</b>	 <b>428,908</b>	



# Hastings City Council Memorandum

**Date:** January 27, 2025  
**To:** Honorable Mayor Tossava & Members of the Hastings City Council  
**From:** Dan King, Community Development Director  
**Subject:** January Community Development Department Report

A summary of the current activities in the Community Development Department includes:

## New Year's Eve Celebration

With temperatures in the mid-30s, no rain or snow, and light and variable winds, the evening was ideal for the celebration and ball drop. The entertainment and fireworks show were enjoyed by all.

## Neighborhood Enhancement Grant Round 9

The NEP grant provided seven homeowners totaling \$55,000 in exterior home improvement activities. Projects ranged from new windows, new driveways, new doors, and new gutters and downspouts. Staff is in the process of reviewing requirements for the MSHDA program that is replacing the now eliminated NEP program.

## Bachman Fields Project

The Planning Commission conducted a preliminary site condominium project review at their January 6, 2025, meeting. The preliminary plan includes over 120 single family site condominiums. The proposed project is located on a 40-acre parcel in the northeast quadrant of the city. There is still much work to be done on the project plan before it can become a reality.

## **Planning Commission**

The Planning Commission continues to work on housing related amendments to the Zoning Ordinance. The Housing Committee will soon be presenting a draft of a 3-4 Family Overlay District to the full Commission. The district is intended to recognize the usefulness of gentle density housing near employment areas while also encouraging single-family homes near the center of the city. The overlay district would also recognize that there are older, large homes near the downtown that have already been divided into two or more dwelling units and will require careful review of further divisions to ensure the character of the area is maintained. More to come!

## **Former Kentucky Fried Chicken Building**

Staff has been in contact with the broker that has the property for sale or lease. Staff communicated with the broker that there were no signs on the property signaling the availability of the building. Staff also communicated data regarding the pending housing projects to aid prospective tenants or purchasers of the likelihood of increased population growth in the city.

## **Upcoming Events**

St. Patrick's Day Parade TBD

If you have any questions, concerns, or ideas please feel free to contact Sandy, Steve, or me at [sponsetto@hastingsmi.gov](mailto:sponsetto@hastingsmi.gov) [shoke@hastingsmi.gov](mailto:shoke@hastingsmi.gov) [dking@hastingsmi.gov](mailto:dking@hastingsmi.gov)







# Hastings City Council Memorandum

**Date:** January 27, 2025  
**To:** Honorable Mayor Tossava & Members of the Hastings City Council  
**From:** Dan King, Community Development Director  
**Subject:** 2024 Community Development Department Annual Report

A summary of the 2024 Community Development Highlights includes:

## Tyden Lofts

The 60-unit affordable housing development was completed in the summer of 2024 with all units quickly leased.



## Streetscape

The downtown streetscape project was completed during the summer of 2024. This multi-million-dollar project funded primarily by the Downtown Development Authority added new amenities such as new irrigated streetlights, mid-block crosswalks, all new sidewalks, fireplace, hanging baskets, gateway features, and additional landscaping enhanced the core downtown creating a sense of place for residents and visitors alike.



Pictures courtesy of MCSA Group



## **MSHDA Neighborhood Enhancement Program (NEP) Grant Round 9**

The Community Development Department administered 7 NEP grants totaling \$55,000.00 for exterior home improvements. The scope of work covered this year included replacement windows, deck improvements, gutters and downspouts, driveway and walk reconstruction, and doors.



## **DDA Façade Grants**

The DDA disbursed approximately \$38,000 in façade grants in calendar year 2024. Currently an additional \$36,000 in funding is pledge for projects in 2025.



## **Midwest Sculpture Initiative**

Sculpture selection for 2024 was held via an interactive Facebook presentation and online survey.



## **Planning Commission**

A few of the notable site plan approvals issued by the Planning Commission in 2024 include commercial project on Enterprise Drive, a change in use plan for 128 S. Jefferson, and PUD amendment and site plan approval for Woodlawn Meadows.

## **Barry Roubaix**

5,173 riders were registered for the 2024 event, setting a new high for the event. High of 44° winds at 18 MPH and a little bit of cold couldn't stop the crowd from enjoying a great day with a brand-new sponsor and setting some new records along the way!



## **Meadowstone Apartments**

Construction has commenced on the 92 one-bedroom apartment development that will consist five additional buildings. Foundations have been constructed for the first three buildings with vertical construction slated. The development will incorporate components that will create a sense of place for the residents of both the new and existing apartments.

## **Hastings Live**

Hastings Live experienced another successful programming year. The following is a recap of the season as provided by Arts and Events Coordinator, Steve Hoke:

The Wednesday Night Community Concert Series had 12 different concerts in 2024. The Hastings City Band performed the first 5 of those concerts as in the past. The attendance for all 12 of these performances was 2,435.

The Thursday Playing at The Plaza for Children Series had 9 different performances in 2024. The attendance for all 9 of these performances was 243 Adults and 450 children.

The Friday at the Fountain Series had 11 different concerts in 2024. The attendance for all 11 of those concerts 452.

The Friday Night Feature Series had 11 different concerts in 2024. The attendance for all 11 of those concerts 3,456

For the SummerFest shows there were a total of 4 performances held at the Thornapple Plaza over two days. The attendance for Friday night's performance was 362 and for Saturday night's performance 410.

For the SummerFest shows there were a total of 6 performances held at the Spray Plaza over two days. The attendance for all those performances combined was 223. Once again, the Expressions Dance Studio performed both Friday and Saturday evenings between groups.

We did have one performance at the Thornapple Plaza that was a first for Hastings Live. An amateur theatre group out of Grand Rapids performed A Midsummer Night's Dream with an attendance, in the pouring down rain of 39.

Totals for the 2024 Hastings Live Summer Concert Series:

Performers - 55 different acts

There were 8,069 audience members for the total summer series.

**City of Hastings**  
**Downtown Development Authority**  
**DRAFT Meeting Minutes**  
**January 16, 2025**

**1. Meeting Call to Order and Roll Call—**

The meeting was called to order at 8:01 a.m. by Woods

**Roll Call –**

Present: Baker, Button, Hatfield, Peterson, Tossava, Ulberg, Wiswell, Woods, Ava Paterson (Student Member)

Absent: Albrecht

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

Others Present:

**2. Pledge to the Flag**

**3. Approval/Additions/Deletions to Agenda –**

Woods added the following items to the agenda under New Business:

C. Discussion of DDA publications

D. Reimbursement to City for Purchase of Rotary Broom for Clearing Snow from Sidewalks Downtown

E. Information and Discussion of Michigan Ave. Bridge Maintenance

Motion by Wiswell, second by Hatfield, to approve the agenda as amended.

All ayes, motion carried

**4. Approval of Minutes of The Regular November 21, 2024, DDA Meeting—**

Motion by Wiswell, second by Ulberg, to approve the minutes as presented.

All ayes, motion carried.

**5. Financial Statements & Budget for Review –**

King said the budget data have been updated through Dec. 31, 2024.

The board discussed line items for the upcoming 2025 – 2026 DDA budget.

**6. Façade and BEIG Update-**

King said the facade grant and BEIG spreadsheets have been updated through Dec. 31, 2024.

**7. Open Public Comment and Discussion –**

Woods read a letter to the DDA, from Charlotte and Michael Anton, praising the new downtown streetscape Christmas decorations.

**8. Old Business-**

**A. Façade Grant Request from Nathan Winnick for 502 W. State St.-**

No action was taken because the request did not meet the criteria to qualify for a façade grant.

**9. New Business**

**A. Review and Consider Expenditure for Holiday Decorations-**

Motion by Tossava, second by Hatfield, to approve the expenditure of \$29,734.00 for the purchase of holiday decorations.

Ayes: Baker, Button, Hatfield, Peterson, Tossava, Ulberg, Wiswell, Woods

Nays:

Absent: Albrecht

All ayes, motion carried.

**B. Annual Election of Officers—**

Motion by Tossava, second by Peterson, to elect the following slate of officers for 2025: Patty Woods, chair; Deb Hatfield, vice-chair; Deb Button, secretary.

All ayes, motion carried.

**C. Discussion of DDA sponsored brochures for Hastings Live, Events, and Downtown Shopping and Dining-**

Hoke introduced discussion about annual publications, and brochures. No action was taken.

**D. Consider Request for Reimbursement of Cost for Large Rotary Broom Replacement-**

Motion by Hatfield, second by Peterson, to approve reimbursing the city \$5,500.00 for the purchase of the large rotary broom used for clearing sidewalks.

Ayes: Baker, Button, Hatfield, Peterson, Tossava, Ulberg, Wiswell, Woods

Nays:

Absent: Albrecht

All ayes, motion carried.

**E. Discussion of Michigan Ave. Bridge Maintenance—**

King said the city is having an engineering study done regarding the procedure and costs of removing the flaking paint from the Michigan Ave. bridge. Discussion and information only, no action taken.

**9. DDA Member Comment –**

Woods asked about the date for the sculpture selection for the 2005- 2026 Downtown Sculpture Exhibit.

Hatfield said she would like to see staff use part of the \$4,000.00 budgeted for videography to hire a videographer to get some winter footage to use in online advertising.

Button said that Thornapple Township Supervisor, and former DDA member, Jim Brown had died, and a sympathy card should be sent to the family on behalf of the DDA.

Baker said the 2024 Jingle & Mingle was the biggest so far.

Peterson asked if staff had received any feedback from downtown merchants on the salt free snow melt distributed by the DDA.

**11. Open Public Comment and Discussion – None**

**12. Adjournment**

Motion by Wiswell, second by Hatfield, to adjourn.

All ayes, motion carried.

Meeting adjourned at 9:13 a.m.

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Patty Woods, Chair

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Deb Button, Secretary