

City of Hastings Michigan

(269) 945-2468 FAX (269) 948-9544 201 E. State Street 49058

Regular Council Meeting February 24, 2025 Executive Summary

| ltem # | Summary |
|--------|--|
| 9A-E | Description : Items for Action by Unanimous Consent |
| | Recommended Action : Motion to approve the consent agenda as presented. |
| 10A | Description: Resolution 2025-02 |
| | Recommended Action: Motion to approve Resolution 2025-02 to stay necessary Ordinances for the Barry County First Responders Day at Tyden Park on July 12, 2025. |
| 10B | Description: Ductless Split System |
| | Recommended Action: Motion to approve the quote by C&N Heating and Cooling for a ductless split system for the City Hall server room in the amount of \$5,250 . |
| 10C | Description: Filter Media Automatic Flushing System |
| | Recommended Action: Motion to approve the proposal from Integrated Controls Inc. to replace the failed controllers and write a new logic in the amount of \$6,995. |



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| Item # | Summary |
|--------|--|
| 10D | Description: Structural Firefighting Protective Clothing |
| | Recommended Action: Motion to purchase three (3) complete |
| | sets of structural firefighting protective clothing from Axes and |
| | Irons for the total cost of \$10,859.34. |
| 10E | Description: Construction Engineering-East State Street |
| | Recommended Action: Motion to approve Moore & Bruggink to |
| | perform Construction Engineering for the East State Street |
| | project in an amount not to exceed \$54,000. |
| 10F | Description: Sale of 2015 Ford Taurus |
| | Recommended Action: Motion to authorize the sale of a 2015 |
| | Ford Taurus. The sale of this vehicle is likely to be over \$5,000 |
| | requiring Council approval for the sale. |
| 10G | Description: Letter of Support BEAD Program |
| | Recommended Action: Motion to authorize the letter of |
| | support for the BEAD (Broadband Equity, Access and |
| | Deployment) program on behalf of the Hastings City Council. |
| | |

COUNTY OF BARRY, STATE OF MICHIGAN

City Council Agenda February 24, 2025

- 1. Regular meeting called to order at 7:00 PM
- 2. Roll call
- 3. Pledge to the flag
- $\sqrt{}$ 4. Approval of the agenda
- $\sqrt{5}$. Approval of the minutes of the February 10, 2025, workshop meeting
 - A. Approval of the minutes of the February 10, 2025 regular meeting
- $\sqrt{}$ 6. Public Hearings: (None)
 - 7. Public Comment:
 - 8. Formal Recognitions and Presentations:
 - A. Presentation from Dave Hatfield, Barry County Commissioner.
 - B. Presentation from Dennis Redman, President of the Barry County Expo Center Board, of Economic Impact Analysis information for the forthcoming "Rock the Country" event on June 13-14, 2025.
- $\sqrt{9}$. Items for Action by Unanimous Consent:
 - A. Motion to approve the Mayor's appointment of Amanda Mattson for the open position in the Hastings Public Library Board.
- * B. Request by WBCH Radio to hold the 19th Annual South Jefferson Saint Patrick's Day Parade on Monday, March 17, 2025 beginning at 4:00 PM.
- * C. Motion to approve Hastings Rotary and Kiwanis Clubs' Concession Sales and Beer and Wine Sales agreements.
 - D. Motion to reserve Tyden Park for the Police Department to host the Barry County First Responders Day Out event on Saturday July 12, 2025, from 2:00 PM 5:00 PM.
- * E. Receive and place on file six (6) invoices totaling **\$68,231.19**.

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 $\sqrt{10.}$ Items of Business:

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- * A. Motion to approve **Resolution 2025-02** to stay necessary Ordinances for the Barry County First Responders Day at Tyden Park on July 12, 2025.
- * B. Motion to approve the quote by C&N Heating and Cooling for a ductless split system for the City Hall server room in the amount of **\$5,250.**
- * C. Motion to approve the proposal from Integrated Controls Inc. to replace the failed controllers and write new logic in the amount of **\$6,995.**
- * D. Motion to purchase three complete sets of structural firefighting protective clothing from Axes and Irons for the total cost of **\$10,859.34**.
 - E. Motion to approve Moore & Bruggink to perform Construction Engineering for the East State Street project in an amount not to exceed **\$54,000**.
- F. Motion to authorize the sale of a 2015 Ford Taurus. The sale of this vehicle is likely to be over \$5,000 requiring Council approval for the sale.
- * G. Motion to authorize the letter of support for the **BEAD (Broadband Equity, Access and Deployment)** program on behalf of the Hastings City Council.
 - 11. Staff Presentations and Policy Discussions:
 - A. Purchasing Ordinance
 - B. 2025-2026 Council Goals
 - 12. City Manager Report:
- * A. Police Chief Boulter Monthly Report
 - B. City Clerk/Treasurer Perin Monthly Financial Reports
 - C. Community Development Director King Monthly Report
- $\sqrt{13}$. Reports and Communications:
- * A. Riverside Cemetery Preservation Advisory Board Meeting Minutes February 12, 2025
 - B. DRAFT DDA Minutes February 20, 2025
 - 14. Public Comment:
 - 15. Mayor and Council comment:
- $\sqrt{16.}$ Adjourn
- * Items with enclosures.

 $\sqrt{}$ Motion under agenda heading requires roll call vote.

Guidelines for Public Comment

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

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

City of Hastings

COUNTY OF BARRY, STATE OF MICHIGAN

City Council Workshop Minutes February 10, 2025

- 1. Regular meeting called to order at 6:00 PM
- 2. Roll call

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

City Staff and Appointees Present: Moyer-Cale, Boulter, King and Perin.

- 3. Pledge to the flag
- 4. Approval of the agenda

Motion by Stenzelbarton, with support from McLean, to approve the agenda as presented. All ayes. Motion carried.

5. Discussion or Presentation Item:

Fiscal Year 2025-2026 Council goals.

- 6. Council Questions
- 7. Open Public Discussion
- 8. Adjourn

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

All ayes. Motion carried. Workshop meeting adjourned at 6:47 PM.

Read and Approved:

David J. Tossava, Mayor

Linda Perin, City Clerk

City of Hastings

COUNTY OF BARRY, STATE OF MICHIGAN

City Council Minutes February 10, 2025

- 1. Regular meeting called to order at 7:00 PM
- 2. Oath of Office: Ann Devroy City Council 3rd Ward Councilmember
- 3. Roll call

Councilmembers Present: Barlow, Brehm, Devroy, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava.

City Staff and Appointees Present: Moyer-Cale, Boulter, Edelman, Jordan, King and Perin.

- 4. Pledge to the flag
- 5. Approval of the agenda

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

6. Approval of the minutes of the January 27, 2025, regular meeting

Motion by Rocha, with support from McLean, to approve the minutes of the January 27, 2025, regular meeting.

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

A. Approval of the minutes of the January 27, 2025, special meeting

Motion by Stenzelbarton, with support from Barlow, to approve the minutes of the January 27, 2025, special meeting.

Ayes: Barlow, Brehm, Devroy, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava Nays: None Motion carried. B. Approval of the minutes of the January 27, 2025, closed session meeting

Motion by Stenzelbarton, with support from McLean, to approve the minutes of the January 27, 2025, closed session meeting.

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

- 7. Public Hearings: (None)
- 8. Public Comment: (None)
- 9. Formal Recognitions and Presentations:
 - A. Presentation from Dave Hatfield, Barry County Commissioner. (Absent)
 - B. Presentation from Justin Smith for Hammond Hill Disc Golf Updates.

Discussion held.

- 10. Items for Action by Unanimous Consent:
 - A. Request from Ken Taylor, President of Hastings Hardball/Softball Club, with Ken Shook, for use of Bob King and Fish Hatchery baseball fields for dates listed on attached letter.

Motion from McLean, with support from Rocha, to approve the use of Bob King and Fish Hatchery baseball fields for dates listed on attached letter.

Discussion held.

Ayes: Barlow, Brehm, Devroy, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava Nays: None

Motion carried.

B. Request from TangleTown Steering Committee to host "Spring Fling at Bob King" fundraising and promotional event on Saturday, May 17, 2025, from 10:30 AM to 2:00 PM.

Motion by Nesbitt, with support from Brehm, to approve the request from TangleTown Steering Committee to host "Spring Fling at Bob King" fundraising and promotional event on Saturday, May 17, 2025, from 10:30 AM to 2:00 PM.

Discussion held.

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

C. Motion to approve, under the direction of staff, the request from Pavement Ends, Inc. to conduct the 16th annual Barry Roubaix Killer Gravel Road Race on **Saturday**, **April 12, 2025**, commencing and finishing in the City of Hastings.

Motion by McLean, with support from Barlow, to approve the request from Pavement Ends, Inc. to conduct the 16th annual Barry Roubaix Killer Gravel Road Race on **Saturday, April 12, 2025,** commencing and finishing in the City of Hastings.

Scott TenCat and Matt Acker presented, and discussion was held.

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

D. Receive and place on file six (6) invoices totaling **\$72,814.65**.

Motion by Stenzelbarton, with support from Devroy, to receive and place on file six (6) invoices totaling **\$72,814.65.**

Ayes: Barlow, Brehm, Devroy, McLean, Nesbitt, Resseguie, Rocha, Stenzelbarton and Tossava Nays: None

Motion carried.

- 11. Items of Business:
 - A. Motion to approve the Fire Chief's request to execute a grant contract with MIOSHA to accept the awarded grant of **\$5,000**, with a dollar-for-dollar match.

Motion by Barlow, with support from Brehm, to approve the Fire Chief's request to execute a grant contract with MIOSHA to accept the awarded grant of **\$5,000**, with a dollar-for-dollar match.

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

- 12. Staff Presentations and Policy Discussions:
 - A. Social Media Policy Review

Comment from Tossava.

- A. Fire Chief Jordan Monthly Report
- B. Library Director Edelman Monthly Report

Discussion held.

- 14. Reports and Communications:
 - A. Hastings Public Library Board of Trustees DRAFT Minutes February 3, 2025
 - B. 2024 Building Permit Report

Motion by Rocha, with support from McLean, to accept and place on file items A and B. All ayes. Motion carried.

- 15. Public Comment: (None)
- 16. Mayor and Council comment: (None)
- 17. Adjourn:

Motion by McLean, with support from Rocha, to adjourn. All ayes. Motion carried. Meeting adjourned at 7:52 PM.

Read and Approved:

David J. Tossava, Mayor

Linda Perin, City Clerk

Rock the Country

Economic Impact Analysis (Pre-Festival Projection)

ANDERSON A SOUTH CAROLINA + JULY 26 & 27 +

Anderson County, South Carolina

July 10, 2024

Robert T. Carey, Ph.D. Clemson University Regional Economic Analysis Laboratory



Economic Impact

DIRECT EFFECTS

The immediate impact of the economic change. For example, wage income of people employed by restaurants patronized by concert-goers.

- INDIRECT EFFECTS
 The impact on local first- and secondtier suppliers.
- INDUCED EFFECTS
 The impact created by consumer spending of additional wage income resulting from direct and indirect effects.

 TOTAL IMPACT
 The sum of direct, indirect, and induced effects. Rock the Country is a two-day music festival visiting seven small towns and cities during the summer of 2024. The festival will be held in Anderson, South Carolina on the grounds of the Anderson Sports and Entertainment Center on July 26 and 27, and will be headlined by Kid Rock and Jason Aldean.

This analysis will provide a preliminary projection of the festival's economic impact on Anderson County based upon ticket sales to date, with a more complete assessment to be done following the event. At this writing, ticket sales are in excess of 21,000, of which more than half are from out of state, and about half of those from within South Carolina are from outside of Anderson County.

This projection focuses primarily upon the impact of spending by concert-goers while visiting Anderson for the festival. Per-person spending by concert patrons is based upon tourist spending data from the South Carolina Department of Parks, Recreation and Tourism.

Impacts are reported herein using the following metrics:

- \Rightarrow Employment: the number of jobs or job equivalents created within Anderson County through direct, indirect, and induced effects.
- ⇒ Total compensation: the impact on aggregated annual wage income (including benefits) for all workers in the county.
- \Rightarrow Output, or total sales: the impact on the dollar value of all goods and services produced within the county within a given year.
- ⇒ Accommodations (ATAX) and hospitality (HTAX) tax revenue result from spending at hotels and restaurants, both directly by concert patrons and by those whose income is positive impacted by them.



Projected Anderson County Impact

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156 total new jobs

\$5.5M compensation for 2024

\$19.2M in output for 2024

\$93,700 in ATAX \$118,100 in HTAX

Assumptions for the Model

Spending by local attendees to the festival (i.e., people who live in Anderson County) is modeled very conservatively. It is assumed that they will spend money on transportation (primarily fuel), eat out one time over the festival weekend, and that they will make a small retail purchase. Spending by local patrons is assumed to offset other spending in which they would have engaged absent the festival.

Spending by non-local patrons, including those from elsewhere in South Carolina and those from out of state, is assumed to include spending on dining, retail, transportation, and entertainment for two days. Additionally, with the exception of patrons originating from towns within driving distance of Anderson, two night's lodging in local hotels is also assumed.

Note that some patrons are assumed to lodge at hotels located in nearby Clemson, which is in neighboring Pickens County. Additionally, close to 1,000 patrons have reserved camping spots for the weekend in lieu of a hotel stay. Lodging expenditures for both of these groups are excluded from the Anderson County model (although lodging expenditures for those lodging in Clemson are modeled in Pickens County, which will result in some positive "spillover" impact in Anderson County).

Projected Impact from Patron Spending (Anderson County)

Based on current data, spending by concert-goers while in Anderson County is projected to create a total of about 156 jobs or job equivalents in the county. The aggregated impact on wage income for workers in Anderson County is projected to be about \$5.5 million, and the total output of the county is projected to increase by about \$19.2 million in 2024.

Local government is projected to enjoy a boost in accommodations tax (ATAX) revenue of about \$93,700 in 2024, and hospitality tax (HTAX) revenue is projected to be boosted by about \$118,100 for the year. A more complete fiscal impact projection will be provided with the final report following completion of the event.

Methodology:

This analysis utilized the REMI PI⁺ economic model and CU-REAL's Fiscal Impact Analysis Tool. REMI utilizes input-output (IO) modeling as well as computable general equilibrium (CGE) and econometric modeling to project a baseline of economic activity assuming no changes aside from normal economic growth. Changes to the economy can then be modeled in terms of departures from that baseline, including direct, indirect, and induced effects.

The REMI model is a "new economic geography" (NEG) model, taking into account trade flows between regions based upon availability of labor and natural resources and the efficacy of transporting goods and services to and from the region. The model can project economic impacts over multiple years, allowing for intertemporal effects, i.e., "spillover" effects from one year to the next.

Outputs from the REMI model are used with our Fiscal Impact Analysis Tool in order to project the net fiscal impact that the modeled economic changes will have on state and local governments (county, municipal, and public school districts) in the study region. The tool is calibrated using U.S. Census of Governments data to estimate changes in revenue and expenditures for state and local governments based upon changes in metrics generated by the REMI model.

sarily those of the Regional Economic Analysis Laboratory (CU-REAL) or of Clemson University. Nothing in this report should be construed to indicate endorsement by CU-REAL or by Clemson University. CU-REAL performs economic and policy analysis for public, private, and non-profit sector clients and is a unit of the Department of Political Science, Clemson University College of Behavioral, Social and Health Sciences.



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November 4, 2024

Regional Economic Analysis Laboratory

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ESTIMATED IMPACT OF

ROCK THE COUNTRY 2024

ON ANDERSON COUNTY

The views presented here are those of the author(s) and are not necessarily those of the Regional Economic Analysis Laboratory (CU-REAL) or of Clemson University. Nothing in this report should be construed to indicate endorsement by CU-REAL or by Clemson University. CU-REAL performs economic and policy analysis for public, private, and non-profit sector clients and is a unit of the Department of Political Science, Clemson University College of Behavioral, Social and Health Sciences.

Introduction

Rock the Country is a two-day music festival visiting seven small towns and cities during the summer of 2024. The festival was held in Anderson, South Carolina on the grounds of the Anderson Sports and Entertainment Center on July 26 and 27, and was headlined by Kid Rock and Jason Aldean.

This analysis will provide an estimate of the festival's economic impact on Anderson County based upon final ticket sales, spending by festival organizers, and the number of persons accompanying the artists in their entourage. Final ticket sales were in excess of 22,000, of which more than half were from out of state, and about half of those from within South Carolina were from outside of Anderson County.

Data & Methodology

This analysis used ticket sales data, which included zip code data on ticketholders, and estimated spending by patrons on lodging, food and beverages, entertainment, transportation, and retail. Total spending by patrons was approximately **\$12.7 million**, as presented in **Table 1**. Spending by members of artist entourages and expenditures associated with the festival carried out by event organizers was also included in the model.

| Table 1. | Est. Direct | Spend b | y Visitors |
|----------|-------------|---------|------------|
|----------|-------------|---------|------------|

| Category | Amount | |
|--------------------------|--------|------------|
| Lodging | \$ | 3,802,343 |
| Auto Transportation | ଁ \$ | 2,952,131 |
| Retail | \$ | 745,564 |
| Entertainment/Recreation | \$ | 853,593 |
| Foodservice | \$ | 4,322,763 |
| Total | \$ | 12,676,393 |

Visitor spending was based upon per-person tourist spending estimates reported by the South Carolina Department of Parks, Recreation and Tourism.¹ "Local" patrons (those who live in Anderson County) were assumed to only spend on transportation, retail, and dining; this was modeled using "local displacement", which assumes that their spending related to the event offsets spending that they otherwise would have been done within the county. Patrons originating from out of state and from elsewhere in South Carolina, aside from those coming from within easy driving distance of Anderson, were assumed to lodge for two nights, two persons per room (adjusted for approximately 950 patrons who camped on the grounds), with lodging divided between Anderson and nearby Clemson (located in Pickens County).

In order to estimate the impact that the event had on the Anderson County economy, the above data were input to the Regional Economic Models, Inc. (REMI) PI⁺ model. REMI is an input-output (IO) and computable general equilibrium (CGE) model that estimates economic impacts taking into account inter- and intraregional flows of goods and services. Outputs from the REMI model were used in our own Fiscal Impact Analysis Tool to estimate the impact of the festival on local (combined county, municipal, and public school districts) net government revenues. The impact on hospitality (HTAX) and accommodations (ATAX) taxes are specifically reported, in addition to the total of all other revenue and expenditure impacts.

Impacts include direct, indirect, and induced effects. Direct effects include jobs and income for businesses most directly impacted by festival-related spending. Indirect effects involve first- and second-tier suppliers for those businesses, while induced effects are the jobs and income created by consumer spending of wage income by workers impacted by direct and indirect effects.

Estimates are stated in terms of:

- **Employment**: Jobs created by the change in economic activity associated with the festival;
- **Compensation**: The impact on aggregated wage income (including benefits) for all workers in the county;
- **Output** (or total sales): The impact on the production of goods and services in the county, stated in terms of dollar value, and
- Net local government revenue: The aggregated impact on revenue from all sources for local gov-

^{1.} https://www.scprt.com/research

ernments in the county (including county, municipal, and public school districts), net of expenses.

Findings

Detailed estimates of the economic and fiscal impacts of the festival are presented in the tables in the Appendix. All dollar amounts are stated in constant 2023 dollars.

The REMI model estimates that **total spending by patrons** at the festival, not including artist entourages, created the equivalent of **113 jobs** in the county, added approximately **\$4 million** to labor income, and increased economic output (total sales) within the county by approximately **\$13.9 million**. It is estimated that every dollar spent by Rock the Country patrons generated a total of **\$1.10** in impact to county output.

Organizational spending is projected to have impacted the local economy through purchases of products and services provided by local vendors as well as wage income to employees. Local spending by Rock the Country organizers contributed an estimated impact of 42 jobs to the Anderson County economy, \$554,000 in total compensation, and \$1.7 million in output. The total estimated impact of the festival, including organizational spending, artist entourages, and all patrons, was the equivalent of 156 jobs in Anderson County. Labor income was enhanced by nearly \$4.6 million, and the total impact on economic output was approximately \$15.8 million.

It is estimated that local governments in the county collected in total an additional **\$89,000** in hospitality taxes through direct and spillover effects from the festival. The impact on accommodations tax revenue was approximately **\$71,000**. The total impact on local government revenues within the county, including HTAX and ATAX and revenues from all other sources, net of expenses, was approximately **\$264,000**.

Conclusion

Rock the Country was a major event in Anderson County in the summer of 2024. It brought individuals from all over the nation, as well as other countries, to the county along with their spending. Because spending by visitors is effectively an export for the region, this represented a positive boost in regional sales and income. Additionally, such events draw attention to the county that it may otherwise not have enjoyed, which may lead to future benefits over and above those reported in this analysis.

| Category | Local Patrons Units | | 2024 |
|--|--|---|--|
| Employment | Individuals (Jobs) | | 1 |
| Compensation | Thousands of Fixed (2023) Dollars | \$ | 29.7 |
| Output | Thousands of Fixed (2023) Dollars | \$ | 73.2 |
| | | | |
| Category | n-State, Non-Local Visitors Units | | 202 |
| Contraction of the local division of the loc | Individuals (Jobs) | | 41 |
| Employment | Thousands of Fixed (2023) Dollars | \$ | 1,405.6 |
| Compensation | Thousands of Fixed (2023) Dollars | φ \$ | 4,880.8 |
| Output | mousanus of Fixed (2025) Donars | φ | 4,000.0 |
| | Out of State Visitors | | |
| Category | Units | _ | 202 |
| Employment | Individuals (Jobs) | | 72 |
| Compensation | Thousands of Fixed (2023) Dollars | \$ | 2,538.2 |
| Output | Thousands of Fixed (2023) Dollars | \$ | 8,987.2 |
| | Total Visitor Impact | | |
| Сатедогу | Units | | 202 |
| Employment | Individuals (Jobs) | | 113 |
| Compensation | Thousands of Fixed (2023) Dollars | \$ | 3,972.6 |
| Output | Thousands of Fixed (2023) Dollars | \$ | 13,940.2 |
| | | - | 10,010.2 |
| | | | 10,010.2 |
| | Promoter/Venue Spending | | |
| Category | Promoter/Venue Spending | | 202 |
| | Promoter/Venue Spending Units | \$ | 202 42 |
| Category Employment | Promoter/Venue Spending Units Individuals (Jobs) | | 202 42 553.8 |
| Category Employment Compensation | Promoter/Venue Spending Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars | \$ | 202 42 553.8 |
| Category Employment Compensation Output | Promoter/Venue Spending Units Individuals (Jobs) Thousands of Fixed (2023) Dollars | \$ | 202 42 553.8 1,714.0 |
| Category Employment Compensation | Promoter/Venue Spending Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Artist Entourage Spending | \$ | 202 42 553.8 1,714.0 202 |
| Category Employment Compensation Output Category | Promoter/Venue Spending Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Artist Entourage Spending Units | \$ | 202 42 553.8 1,714.0 202 |
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| Category Employment Compensation Output Category Employment Compensation Output Category Employment | Promoter/Venue Spending Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Artist Entourage Spending Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars | \$ \$ | 202 42 553.8 1,714.0 202 28.9 99.7 202 150 4,554.0 |
| Category Employment Compensation Output Category Employment Compensation Output Category Employment Compensation | Promoter/Venue Spending Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Artist Entourage Spending Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Total Impact Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars | \$ \$ | 202 42 553.8 1,714.0 202 28.9 99.7 202 150 4,554.0 15,753.9 |
| Category Employment Compensation Output Category Employment Compensation Output Category Employment Compensation Output | Promoter/Venue Spending Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Artist Entourage Spending Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Total Impact Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars | \$ \$ | 202 42 553.8 1,714.0 202 28.9 99.7 202 150 4,554.0 15,753.9 267.4 |
| Category Employment Compensation Output Category Employment Compensation Output Category Employment Compensation Output Gross Local Gov. Rev. | Promoter/Venue Spending Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Artist Entourage Spending Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Total Impact Units Individuals (Jobs) Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars Thousands of Fixed (2023) Dollars | \$ \$ \$ \$ \$ \$ \$ | 202 42 553.8 1,714.0 202 28.9 99.7 202 150 4,554.0 15,753.9 267.4 70.7 |
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~ e

R.



City of Hastings 201 E. State Street Hastings, Michigan 49058 (269) 945-2468 • Fax(269) 948-9544

APPLICATION FOR MEMBERSHIP AND/OR REAPPOINTMENT ON CITY BOARDS OR COMMISSIONS

Mail or Deliver Completed Application to: City Clerk City of Hastings 201 E. State St. Hastings, MI 49058

The information in this application is requested to assist the Mayor and/or City Council in selecting individuals to serve on City Boards & Commissions. Completion of the Application and Consent and Certification is mandatory for consideration of appointment.

Thank you for your interest in serving on a City of Hastings board or commission. The Hastings City Council requires that every member of a board or commission meet the following qualifications:

- Appointee is not in default to the City (appointee does not have unpaid water/sewer bills or property taxes).
- · For most Boards & Commissions, appointee should be a resident of the City.

| Name: <u>Amanda</u> (First) | (Middle) | MaHSO (Last) | 5 |
|--------------------------------|-------------------|-----------------|---------------------|
| Home Address:_ | | Telephone #: | |
| Place of Employment:(| Compliance Allia | ance / Texas | Bankers Association |
| Business Address: Aust | in, Texas | Telephone #: | |
| E-Mail: | | Fax #:// | 4 |
| Title / Type of Work: | ank Auditor. | -Remote | |
| Length of Residence in City:_ | 2 years Own/Rent: | Own_US Citizen: | Y N |
| Educational Background: | | | |
| B.S. BUSI | ness Administr | ration | |
| Lake | Superior State | University | |
| Community Activities: | 0 | | |
| | | | |

Application for Membership

List Board or Commission on which you are interested in serving (see detailed descriptions on the City of Hastings website):

_____ n Library Board 2) 3)_ 4)

Additional information on experience, qualifications, etc.:

I have served on NON-profit boards and economic development boards in the

Please comment briefly on why you wish to serve on a particular board or commission. Be specific as to your goals and ideas regarding how you wish to contribute to the work of the board or commission:

I am an avid reader an Feel that the library serves an important role in any community. I also feel that the staff/Board of the Hastings Librain dies a wonderful job.

<u>Relationship to City Officials/Department Heads</u>: Are you, your spouse, or other close family members related to any City Officials or Department Heads? If yes, please explain:

Business relationship: Do you, your spouse, or any close family member currently have a business relationship with the City of Hastings? If yes, please explain:

Convictions: Have you ever been convicted of any criminal violation? Have you ever been convicted of a felony while holding public office or public employment? If yes, please explain:

NO

NO

| REFERENCES: | | |
|----------------------|---------------|----------|
| Name: Laurie Shipley | Relationship: | Neighbor |
| Telephone#: | | |
| Name: Kali Stafford | Relationship: | Friend |
| Telephone #: | | |

Application for Membership

Page 3 of 3

The following information and consent is necessary in order to conduct a proper review of your application for appointment. This information will be kept confidential.

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek appointment by my employer(s), school(s), law enforcement agencies, and other individuals and organizations to the City of Hastings Office of the City Manager.

I hereby authorize the City of Hastings to verify all the information I have provided on my application. I also agree to execute any additional written authorizations necessary for the City to obtain access to and copies of records pertaining to this information. I release the City of Hastings and agencies who have released information from all liability arising from information given or received.

I certify that I can and will, upon request, substantiate all statements made by me on this application; that such statements are true, complete and correct to the best of my knowledge I understand that a false statement, dishonest answer, misrepresentation or omission to any question will be sufficient for rejection of my application, removal of my name from the eligible list or my immediate removal should such falsifications or misrepresentation be discovered after I am sworn in to any Board or Commission.

Amanda Kay Mattson (Please Print) _certify that the information provided

in this application is, to the best of my knowledge, true and accurate.

| Date of Birth: | 1/9/82 | | |
|----------------|--------|-------|-----------|
| Signature: | 20 | Date: | 12/1/2021 |



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: WBCH St. Patrick's Day Parade

Meeting Date: February 24, 2025

Recommended Action:

Approve, under direction of staff, WBCH Radio to conduct the 19th annual St. Patrick's Day parade on Monday March 17, 2025, starting at 4:00 p.m.

Background Information:

WBCH Radio has been conducting the annual South Jefferson Street St. Patrick's Day parade since the parade was established by Ken Radant from WBCH Radio and Dave Jasperse from Bosely Pharmacy nearly 20 years ago.

Financial Implications:

There are no significant financial implications to the City.

Attachments:

- Request Letter from WBCH
- Special Event Application



119 W. State Street • P.O. Box 88 • Hastings, Michigan 49058 Phone (269) 945-3414 • Fax (269) 945-3470 wbch@wbch.com

February 4, 2025

Honorable Mayor and City Council:

WBCH Radio requests permission from the city to hold the 19th South Jefferson St. Patrick's Day Parade on Monday, March 17, 2025 beginning at 4:00pm.

We will work with City Staff and the Chief of Police as usual, with the parade route to be the same as in previous years on Jefferson, Center, and Church Streets in downtown Hastings.

The parade was established in 2005 by Ken Radant and Dave Jasperse to celebrate the holiday and the coming of spring with "the Merry Merchants of South Jefferson Street". It continues to be a much welcomed and well attended annual tradition in the City of Hastings.

Please invite all elected officials, department heads and city employees to wear their green and join in the St. Patrick's Day community fun on March 17th!

Sincerely,

Rad

Steve Radant

General Manager – WBCH Radio President – Barry Broadcasting Co.



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 | | <i>.</i> | |
|---|-------------------|--------------------------------------|--------------|-----|
| WBCH Radio | | 269-9 | 45-3414 | |
| Applicant/Organization Name | | | Phone | |
| Steve Radant | 269 - 83 | 8-1066 | steve @ wbch | Com |
| Contact Name | Phone | | Email | |
| <u>119 W. State St.</u> Street | Hastings | mi | 49058 | |
| Street | City C | State | Zip | |
| | | | | |
| Contact person on day of event (if diff | erent than above) | | Phone | |
| Section 2: Event Information | A | | | |
| St. Patrick's Name of Event | Day to | arade | | |
| Name of Event | 1 | | | |
| 19th Annual Parade | | | | |
| Description of Event | | | | |
| MON. 3-17-25 | | iline) and as | (1)A) 1 HA | |
| Event Dates | | <u>4:00 pm - ;</u> Time (From/To) |).009111 | |
| | | | | |
| 3-17-25 3:301m | | 3-17-25 | 5:00pm | |
| Set up Date(s) and Time(s) | | Clean Up Date(s) an | d Time(s) | |
| | Page 1 of | E | | |

Hasting

Location(s) of Event

5,000 Estimated daily attendance (if known)

Estimated number of volunteers

Section 3: Event Details

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

× Road closure temporary, during duration of the parade

- If checked, please provide a proposed detour route.
- Closure of public parking area
- 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

X 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
 - o 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.
 - o 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?

Regular downtown trash containers

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.

Parade to line up between 3:30-4:00pm in the alley behind WBCH Radio between Church and Jefferson streets, Parade will step off at 4:00pm heading south on Jefferson St. to Center St., then west on Center St. to Church St., Then north on Church ST. returning to the starting point.

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 subcontractor 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.

Steve Radant WBCH Radio Printed Name of Applicant & Name of Organization

Signature

2-4-25

Date

Section 6: City Review – For Office Use Only

A. Police Department Review:

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

Other Comments:

B. Public Services Director Review

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

| Traffic cones | Restroom Cleaning |
|---------------|-------------------|
| | Traffic cones |

____Fencing ____Water or Electric ____Other

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

Other Comments:

C. Fire Chief Review

Comments:

D. Community Development Department Review

Comments:

Date of Meeting for Council Approval _____ Approved? ____ Yes ____ No



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Hastings Rotary and Kiwanis Club Concession and Beer and Wine Sales Agreements

Meeting Date: February 24, 2025

Recommended Action:

Motion to approve both the Rotary/Kiwanis Concession Sales and Beer and Wine Sales Agreements.

Background Information:

The Hastings Rotary and Kiwanis Clubs have been operating the concession stand for Hastings Live events at Thornapple Plaza since 2018. The clubs make application to the Michigan Liquor Control Commission for beer and wine sales on specific dates during the Hastings Live event season. Beer and wine sales at the Thornapple Plaza have been approved by City Council since 2018. Rotary and Kiwanis do an outstanding job of organizing volunteers for concession staffing as well as providing volunteers at entry points to validate that no outside alcohol is brought into the Plaza area during the events.

Except for the dates, both agreements are similar to prior agreements.

Financial Implications:

The agreements allow for a percentage of net profits to be returned to the City of Hastings as consideration for the granting of the concession rights.

Attachments:

- Concession Stand Agreement
- Sale of Beer and Wine Agreement

Agreement for the operation of the Thornapple Plaza Concession Stand

Between

The City of Hastings And The Hastings Rotary Club and Hastings Kiwanis Club

This agreement is from April 1, 2025 to April 1, 2026, by and between the Hastings Rotary Club and Hastings Kiwanis Club and the City of Hastings.

For and in consideration of the payment of the fees the City of Hastings (City) does hereby grant to the Concessionaire (Hastings Rotary Club and Hastings Kiwanis Club) the exclusive right to operate the concession stand and surrounding grounds, for food and beverage concession purposes, at the Thronapple Plaza for the term of the agreement. Non-food and alcohol concessions will be coordinated with the Concessionaire prior to the event date.

The Concessionaire insures that the concession stand will be staffed and open for all events that have been scheduled by the start of the agreement. Any event that is added after the start of the season will need two week notice for the concession stand. As long as two week notice is given for added events the concession stand will be staffed and open. For any event that does not have a two week notice every effort will be made to have the concession stand open for any event that is added after the start of the agreement. Should the Concessionaire not be able to staff an event, the City will have the ability to staff the concession stand.

The Concessionaire will determine food and beverage items available for sale at each event and will maintain the appropriate health department license. The Concessionaire will also provide the necessary staff and training of the personal. The Concessionaire will follow health department food safety and worker health guidelines. Both the Hastings Rotary Club and Hastings Kiwanis Club are covered by liability insurance and Certificates can be provided upon request.

The concessionaire will have the responsibility for the concession stand area regarding turning off all equipment and lights as well as making sure the door and window are secure following

each event. The concessionaire will be responsible for personal injury, damage or loss/occasioned by fire, theft, and accident or otherwise to the supplies, materials and equipment. The concessionaire will report any personal injury or physical damage to the building or equipment to the city within 24 hours of such occurrence. The concessionaire also agrees to indemnify the City for any loss resulting from conduct of the concessionaire.

As part of the consideration for granting the concession rights herein above set forth, Concessionaire shall pay the City a revenue sharing fee as follows:

- 15% of the first \$5,000 profit.
- 10% of all profit over the first \$5,000.

Profit will be calculated after all expenses have been subtracted from gross sales. Expenses shall include but not be limited to any licenses or permits, food or beverage supplies, necessary equipment, and supplies for the operation of the concession stand. The Concessionaire will provide a detailed accounting of all revenue, expenses, and profit at the end of the agreement along with payment to the City.

All equipment and materials purchased by the Concessionaire will remain the property of the Concessionaire at the end of the agreement. If upon termination of the agreement, Concessionaire shall have the right to remove its own equipment, furnishings and supplies from the premises and shall be allowed a period of 15 days to complete such removal. No equipment provided by the City shall be removed or replaced by Concessionaire without the prior written consent of the City.

Concessionaire at its own expense will keep the concessions stand, excluding restrooms, clean and sanitary at all times. Concessionaire will assist with restocking restrooms during events, should the need arise, with supplies provided by the responsible party.

Signage and advertising shall be the responsibility of the Concessionaire. Concessionaire will not permanently attached signs or banners without the written permission of the City. Concessionaire shall place a sign at the concession stand in a prominent place stating that the concession is operated under a concession agreement issued by the City.

| This agreement has been executed on this | day of | | , 2025 by: |
|--|--------|------|------------|
| | | | |
| Mayor, City of Hastings | | Date | |
| | | | |
| Clerk, City of Hastings | | Date | |
| | | | |
| President, Hastings Rotary Club | | Date | |
| | | | |
| President, Hastings Kiwanis Club | | Date | |

Agreement for the Sale of Beer and Wine at the Thornapple Plaza Concession Stand Between The City of Hastings And The Hastings Rotary Club and Hastings Kiwanis Club

This agreement is from April 1, 2025 to April 1, 2026, by and between the Hastings Rotary Club and Hastings Kiwanis Club and the City of Hastings.

The City of Hastings (City) has entered into a separate agreement with the Concessionaire (Hastings Rotary Club and Hastings Kiwanis Club) granting the Concessionaire exclusive right to operate the concession stand and surrounding grounds, for food and beverage concession purposes, at the Thornapple Plaza for a term concurrent with the proposed term of this agreement. The Concessionaire wishes to enter into this supplemental agreement to allow the Concessionaire to sell beer, wine and canned spirits during events under the following terms and conditions:

Serving Time: Serving times will comply with the liquor license approved by the City of Hastings Police Chief and the State of Michigan Liquor Control Commission.

Identification: Wristbands will be used to identify persons over age 21 wishing to purchase and consume alcohol.

Training: Two volunteers have completed the ServSafe Michigan Alcohol Server Online Course.

Licensing: The Hastings Rotary Club and Hastings Kiwanis Club will obtain all necessary licenses from the state of Michigan.

Security: The Concessionaire will provide additional security for events when alcohol is served.

Signage: Signage will be posted for the alcohol boundaries.

Boundaries: Boundaries for the consumption of alcohol will be coordinated with City Staff and the Michigan Liquor Control Commission. The boundary will be a temporary fence with signage for the designated area. Volunteers will be stationed at key points to monitor the area for compliance with the licensing.

Outside Alcohol: No outside alcohol will be allowed into the area. All coolers will be checked for alcohol.

This agreement may be rescinded by the Hastings City Council due to violations issued by the Michigan Liquor Control Commission.

| This agreement has been executed on this | day of | , 2025 by: |
|--|--------|------------|
| | | |

 Mayor, City of Hastings
 Date

 Clerk, City of Hastings
 Date

 President, Hastings Rotary Club
 Date

 President, Hastings Kiwanis Club
 Date



Regular Council Agenda Item Memorandum

To: Honorable Mayor and City Council From: Chief Dale Boulter

Subject: Reservation of Tyden Park

Meeting Date: February 24th, 2025

Recommended Action:

Motion to request the reservation of Tyden Park for the Police department to host the Barry County First Responders Day Out event. The event is to take place on **Saturday July 12th, 2025**, from 2:00 PM – 5:00 PM.

Background Information:

In the past, the police department has hosted an event known as National Night Out that took place on the first Tuesday of every August. This year we plan to host an event on a Saturday instead of a weekday. In planning this event, we are requesting the reservation of Tyden Park for the entire day, July 12th, 2025.

As in the past, citizens would be allowed foot traffic in the park, but vehicular traffic would be controlled by police personnel. This allows for the setting up of the event and coordination of all supporting vehicles and activities.

Past events have drawn estimates of 1,200 – 1,500 people who have participated and enjoyed the activities.

Currently a committee is being formed to help with the planning and preparation for the event. Typically, several business owners in and around Barry County also contribute by sponsoring different activities for the day.

We have seen great success in the past holding these types of events, and it is a great way for First Responders to meet those they serve.

Most importantly, The Hastings Police Department is proud to be the only police department in Barry County to host such an event.



Financial Implications:

The cost associated with the event will be paid for with donated funds.

Attachments:

None

Summary - City of Hastings Invoices City Council Meeting February 24, 2025

| No. | Vendor | Amount | Description (with date paid) |
|-----|-----------------------------|-------------|---|
| 1 | PCI | \$5,082.00 | City Building Permits (Feb 6, 2025) |
| 2 | Carlton Township Hall | \$7,540.69 | Township Base & Usage, Refund (Feb 6, 2025) |
| 3 | Civic Systems | \$8,950.00 | AP Workflow and License Fees (Feb 6, 2025) |
| 4 | Infrastructure Alternatives | \$13,882.12 | Monthly Contract Operations (Feb 6, 2025) |
| 5 | Aunalytics | \$15,276.38 | IT Services (Feb 6, 2025) |
| 6 | YMCA of Barry County | \$17,500.00 | Recreation Contract (Feb 6, 2025) |
| | | | |
| | | | |
| | | | |
| | | | |
| 6 | Invoices | \$68,231.19 | |



To: Honorable Mayor and City Council

From: Chief Dale Boulter

Subject: Resolution 2025-02 to stay various ordinances for the Barry County First Responders Day Out Event

Meeting Date: February 24, 2025

Recommended Action:

Motion to adopt **Resolution 2025-02** to stay various ordinances for the Barry County First Responders Day Out Event on Saturday, July 12, 2025 from 2pm – 5pm at Tyden Park.

Background Information:

In the past, the police department has hosted an event known as National Night Out that took place on the first Tuesday of every August. This year we plan to host an event on a Saturday instead of a weekday. In planning this event, we are requesting the reservation of Tyden Park for the entire day, July 12th, 2025.

As in the past, citizens would be allowed foot traffic in the park, but vehicular traffic would be controlled by police personnel. This allows for the setting up of the event and coordination of all supporting vehicles and activities.

Past events have drawn estimates of 1,200 – 1,500 people who have participated and enjoyed the activities.

Currently a committee is being formed to help with the planning and preparation for the event. Typically, several business owners in and around Barry County also contribute by sponsoring different activities for the day.

We have seen great success in the past holding these types of events, and it is a great way for First Responders to meet those they serve.

Most importantly, The Hastings Police Department is proud to be the only police department in Barry County to host such an event.



Financial Implications:

The cost associated with the event will be paid for with donated funds.

Attachments:

None

COUNTY OF BARRY, STATE OF MICHIGAN

RESOLUTION 2025-02

TO STAY NECESSARY ORDINANCES FOR THE BARRY COUNTY FIRST RESPONDERS DAY OUT AT TYDEN PARK 2025

WHEREAS, the Barry County First Responders Day Out Committee has requested the use of Tyden Park and the adjacent parking lot to hold the annual event; and

WHEREAS, the Barry County First Responders Day Out Committee has requested that the approved hours of the event be Saturday, July 12, 2025 from 2:00 PM until 5:00 PM; and

WHEREAS, the Committee desires to ensure that the event is conducted in good taste and in accord with all laws and regulations; now

THEREFORE, BE IT RESOLVED, that the City of Hastings hereby stays the following sections of the Hastings City Code of Ordinances for the duration of the approved event as provided under Section 2-34 of the Hastings City Code, the following:

Section 58-34; Section 58-35 (c) and (d); Section 58-37 (a) (1) (2) (3) (4) and (b); Section 58-38 (a) (g) (h) and (m)

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

YEAS: NAYS: ABSENT:

MOTION DECLARED ADOPTED.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 24th day of February 2025, by the City Council of the City of Hastings, by a vote of _____ members voting in favor thereof, _____ members being absent, and _____ members voting against.

Linda Perin City Clerk



To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Approval of Server Room Cooling System by C&N

Meeting Date: February 24, 2025

Recommended Action:

Motion to approve the quote by C&N Heating and Cooling for a ductless split system for the city hall server room in the amount of **\$5,250.**

Background Information:

We moved the city's servers from the utility room to its own room in the basement. The new room is pretty small and tends to get warm. We leave the door open to prevent overheating the equipment in the room, but it can still get warm in there and it would be good to be able to further limit access to the room when needed.

DPS Director Tate received quotes for equipment to cool the room. He recommends the quote from C&N because it has a low cooling outside temperature (-5) so that it will still keep the room cool even on days when it is cold outside. The quote includes a 9000 BTU Daikin mini split with a 12 year warranty on parts and the compressor and a one year warranty on labor.

Other quotes received were as follows:

Frontier Heating & Cooling \$10,328 Van Dyken \$8,125 – \$9,955 Allied mechanical \$7,400 Weltons \$4,360 (lower quality unit [Fugitsu]. Asked to submit a quote for a Daikin or Mitsubishi but have not received a new quote to date).

In addition to this work, an electrician will have to tie electrical to the outside unit and sensor controls will need to be added to the room for an additional cost.



Financial Implications:

This was a planned expense for this year's budget.

Attachments:

• None.



To: City Council

From: Verne Robins, Utilities Superintendent

Subject: Filter Media Automatic Flushing System

Meeting Date: February 24, 2025

Recommended Action:

Motion to approve the proposal from Integrated Controls Inc. to replace the failed controllers and write new logic in the amount of \$6,995.

Background Information:

The pressure filter for iron removal has an automatic flushing system that was the original system installed in 1993. This system was installed by Tonka, the manufacturer of iron removal filters. This system provides semi-automatic controls for cleaning of the filter media. An Operator must manually start the process then the controllers take over and monitor the time and valve open and close speed. This allows the operators to monitor the cleanliness of the media and continue to do other tasks.

We received other quotes, one from the manufacturer of the filter and another from a local integrator that we work with. Both were more expensive than ICI. Integrated Controls Inc. is our current Integrator that maintains our SCADA systems at both facilities.

Financial Implications:

This item fits well within our equipment repair and maintenance budget.

Attachments:

- Quote from Tonka
- Quote from Grand River Controls
- Quote from Integrated Controls Inc.





Quotation

Control Panel Replacement/Upgrade Hastings, MI Original Tonka Job #92081

Addressee: JD Pennock City of Hastings, MI

Quotation #:KATW012825-JWE-1Quotation Date:1/29/25

Quotation 30 Days Expires:

Kurita America Contact:

Jeff Emerson 6600 94th Ave. North Minneapolis, MN 55445 USA 1-800-530-1887 j.emerson@kurita-water.com



ABOUT KURITA AMERICA

Kurita America is a designer and manufacturer with 70 years of experience in providing customized water and wastewater systems to municipal and industrial customers with more than 2300 installations. Engineering cost-effective solutions for the most challenging surface water and ground water problems.

| Key packaged solutions |
|------------------------|
|------------------------|

- Clarification
- Membrane systems
- Filtration
- Ion Exchange
- Metals removal

Service packages and parts

- Filter media replacement
- Original equipment manufacturer parts
- Full array of water related parts
- Troubleshooting
- Upgrades and refurbishment

Kurita America Aftermarket Service and Sales is continually offering new products and services to extend equipment life, reduce water and energy usage, and replace end of life equipment.

Refurbishments

| Reful Distillents | |
|---|--|
| Turn-key services matching original | Site-based services |
| specifications | Underdrain nozzles and replacement |
| Simul-Wash™ – simultaneous air & water | System enhancements |
| backwash system | Design-Build-Operate-Maintain solutions |
| BLEU™ –low profile SS dual underdrain | for industrial water/wastewater facilities |
| Uni-Cast™ Underdrain – pour in place | |
| Media Replacement and Analysis | |
| Turn-key removal and installation | Disinfection services and media treatmen |
| Inventoried anthracite, Sand, garnet, gravel | services |
| and greensand | Meets AWWA and NSF standards |
| Parts | |
| Full line of OEM parts | Stocked sealing and control components |
| Chemical feed equipment | Aerator packing materials |
| Valves and valve rebuild parts | |
| Automation and Controls | |
| Factory remote support and monitoring | |
| SCADA compliant and control | |
| • Allen Bradley control upgrades, PLC & HMI and | obsolete replacement |
| compliance reporting and transling | |

- Compliance reporting and trending
- Custom functional modification for ease of use like screens, tablets, PCs
- Security firmware, smart switch





Scope of Work

Kurita America has been requested to provide a quotation for a complete control panel replacement for the City of Hastings, MI Tonka Water Treatment System (Tonka Water original job #92081). The replacement control panel will be shipped fully equipped with a pre-loaded, custom program.

Project timeline is to have the new panel shipped in 30-35 weeks after the receipt of purchase.

Key benefits of Kurita America for the Project

- Kurita America provided the original equipment and has the expertise to make key recommendations.
- Field Service Technicians with extensive equipment knowledge for start-up after repair.
- Certified contractors to perform removal and install of Kurita America equipment.
- Plant operation will run according to Kurita America Engineering design.

Products Provided

Control Panel

- Kurita America is to provide a new 30" x 24" control panel.
- Allen Bradley PanelView Plus 7 10.4" operator interface terminal for operation observation.
- CompactLogix programmable logic Controller
- Ethernet Switch Ethernet SCADA capable
- Program to be preloaded prior to shipping.
- Freight to the jobsite is included.







Customers Scope

Execute the required Lock Out/Tag Out procedures as required to perform work on the necessary equipment. Label then disconnect all wiring from the existing enclosure to field devices. Remove old enclosure. Drill conduit entries into the new enclosure and terminate wiring in new enclosure. Providing new airlines as needed. Install Ethernet cables between existing router and new PLC.

Kurita will assist the customer with these tasks in in an advisory role but will be limited by the presiding electrical code and licensing requirements governing the plant. Keep in mind that filter units that we encounter for these upgrades are rarely identical from one plant to the next. There may be some debugging time that is needed from the time power is applied to the new enclosure until it is fully functional.

The expected time required to perform these upgrades is 6-10 hours from the time the upgrade starts until the unit is running again. This is based on history and is not guaranteed due to unforeseen circumstances that may arise. Kurita is committed to meeting your standards and will not consider the job complete until you are satisfied. This upgrade can usually be done while the filter is in service if needed.

Customer to supply internet connection for remote access if option is purchased.

It is recommended that the customer schedule an electrician for control panel setup the week of arrival of the Kurita technician.

Limits of Scope

- Kurita not expected to perform an on-site electrical installation.
- Kurita does not provide any wiring or conduit outside of the control panel enclosure.

Start-up Services

Kurita America's Service technician to be onsite for 3 days to ensure filter backwash sequence and flow rates are within specification. Additional inspection as time allows.



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Pricing

| Pricing Table | |
|--|-------------|
| A. Materials, Fabrication, Programming, Freight | |
| Kurita America Service Technician – start-up service | |
| | |
| | |
| | |
| TOTAL (USD) | \$41,920.00 |

Kurita bases this proposal on the invoice schedule as shown below:

- 20% Upon Receipt of PO
- 70% Upon Readiness of Shipment

10% Retainage to be Paid no Later Than 30 Days After Completion

Delivery:

- 1. Shipment of equipment will be made in approximately 30-35 weeks after receipt of Purchase Order.
- 2. This quote is valid for 30 days.

The attached CONDITIONS OF SALE AND WARRANTIES that are incorporated herein. For your convenience, this sheet may be used as your order for this equipment.

| | Kurita America Inc. |
|--------------------------|--|
| Items Ordered | |
| P.O. Number | Purchase orders should be addressed to: Kurita America Inc. |
| Total Net Price | 6600 94 th Ave. North |
| Firm Name and Address | Minneapolis, MN 55445 |
| By (Print) | |
| Signature | |
| Date | |





We do not include the following:

- 1. Mechanical or electrical installation.
- 2. Unloading or rigging. The contractor must provide a suitable access to the jobsite.
- 3. On-site storage or protection of equipment.
- 4. Pipe, valves or fittings other than those specifically described herein.
- 5. Pipe supports or hangers.
- 6. Motor starters, motor controls, disconnects, or any other electrical equipment other than those specifically described herein.
- 7. Electrical wiring or conduit.
- 8. Chemical feed tubing, conduit piping, hangers or supports.
- 9. Pumps or pumping equipment other than those specifically described herein.
- 10. Concrete, concrete grout or rebar.
- 11. Disinfection or disinfection / start-up chemicals.
- 12. Lubricants.
- 13. Pneumatic tubing or conduit.
- 14. Control panel wall mounting material or hardware.
- 15. Anchor bolts or anchoring calculations, unless specifically described herein.
- 16. Any items not specifically described in this proposal.
- 17. Seismic design considerations of equipment unless otherwise noted.

Notes:

- 1. Equipment is quoted f.o.b. factory with full freight allowed to the jobsite.
- 2. Our proposal does not include any sales or use taxes.
- 3. If the above proposal includes valves, piping, etc., these are to be shipped loose for assembly and installation by others unless specifically noted to the contrary.
- 4. The attached Kurita America standard Terms and Conditions are incorporated by reference into this quotation, will be a part of any binding agreement between you and Kurita America, and cannot be modified by you whether by the terms of your purchase order or otherwise, except to the extent expressly accepted by Kurita America in writing. You agree to abide by the terms of Section 1 ("General"), Section 3 ("Quotations") and Section 17 ("Confidential Information") of the Kurita America standard terms and conditions with respect to the information contained in this quotation and any other information provided to you by Kurita America, regardless of whether you submit an order or whether you and Kurita America enter into a binding agreement regarding the purchase of the products described herein.
- 5. Please note that a copy of the contractor's payment and performance bond is required to be forwarded to us as a part of normal credit approval procedures.
- 6. Kurita America requires partial payments based on shipped material and purchaser's account being current prior to scheduling a field technician for equipment start-up.
- 7. Kurita America will provide field services as outlined above in this quotation. Kurita America's field service rate is \$1200.00 per day plus travel and per diem expenses. If Kurita America field service personnel arrive on-site after a schedule is established and the project is not ready for the intended services to be performed, Kurita America will invoice for additional days, if required. If the time required is greater than listed in this quotation, Kurita America will invoice purchaser at the above field service rate plus travel and per diem expenses.
- 8. This proposal meets the requirements of the American Iron and Steel (AIS) Act, if specified.
- 9. Kurita America's manufactured product as described in this proposal meets the requirements for Build America, Buy America (BABA), if specified.



Conditions of Sale and Warranties

1. Exclusive Terms and Conditions

Together with any other terms the parties agree to in writing, these terms and conditions of sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell goods and provide advice, instruction and other services in connection with the sale of those goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this agreement will control the relationship by accepting goods and services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. Buyer Obligations

Seller will not control the actual operation of either Buyer's systems or goods at the site, and unless otherwise specifically agreed in writing, installation of goods shall be the responsibility of Buyer. Goods and services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of goods unless precluded by limitations (including, but not limited to actual space and feed water/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the goods and services due to changes in feed water/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For services to be accurate and goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feed water or other substances to be treated or measured with the Goods , including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle goods in a proper and safe manner. If Buyer's fails to fulfill the foregoing obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable.

3. Payment and Prices

Unless otherwise specified in writing in section 10 of this proposal document, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to

the taxing authorities if applicable. [For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer.] Unless otherwise specified, all prices are ExWorks Seller's facility. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the agreement.

4. Payment for Excessive Usage; Lost and Damaged Goods

If payment for goods is based on some factor other than the actual amount of goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

5. Deliveries

Unless stated otherwise in the proposal, Seller shall deliver all products to Buyer EXW Seller's facility, place of manufacture, or warehouse, according to INCOTERMS 2000. Shipment dates, if applicable, noted in this proposal represent Seller's best estimate of probable delivery time considering conditions known at the time this Proposal was prepared. Upon acceptance of Buyer's purchase order or, where specified in the purchase order, upon receipt of Buyer's notification to proceed with fabrication of equipment that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the products of an alternate point of delivery. Provided the parties agree a variation to take into account any additional cost [or delay] incurred by Seller in implementing this change, the alternate place of delivery shall become the agreed place of delivery for all purposes under this agreement.

6. Consigned Goods

Buyer shall bear all risk of loss and damage to all consigned goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such goods to Seller pursuant to Seller's shipping instructions.

7. Limited Warranties

Seller warrants that the goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable business and providing comparable services under comparable circumstances. Unless otherwise provided in any warranty schedule that may be attached hereto, the foregoing warranties are valid: (a) for chemicals and services; (b) for consumables, including filters and membranes, 12 months from their date of delivery, (c) for goods



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other than chemicals and consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "performance warranty document" signed between the parties on a separate basis, there is no performance warranty on goods and services or warranty on process results. For goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the goods or services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming goods or refund of purchase price of the nonconforming Goods; and (b) re-performance of the services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "return material authorization" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. Use of Equipment, Tanks, and Containers

Tanks and SBC's owned by Seller shall be used only for the storage of goods approved by Seller and, at Seller's request, shall be returned to Seller within thirty (30) days.

9. Compliance with Laws; Permits

Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labeling of all goods from and after Buyer's receipt of the goods, as well as for the proper management and disposal of all wastes and residues (including containers) resulting from Buyer's use of the Goods. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses of a permanent nature, or which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense.

10. Installation

For equipment purchase if applicable, installation costs of the equipment and materials supplied shall be the responsibility of the Buyer, unless otherwise provided within the Seller's proposal. Otherwise, unless stipulated in the Seller's proposal, Buyer agrees to pay for start-up supervision and operator instruction, at the Seller's prevailing rate per day. Buyer also agrees to pay reasonable expenses for transportation room and board for Seller's personnel. Standard terms of sale include two sets of operating instructions. If additional sets are required, they are available at an additional charge. Upon receipt of request for additional sets, a price quotation will be forwarded.

11. Differing Site Conditions and Hazardous Materials

In the event that Seller encounters any Hazardous Materials (shall mean toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statue, directive, ordinance or regulations promulgated by any applicable governmental entity) at the Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the Seller's work under this Agreement may safely proceed.

12. Emergencies

In the event an emergency condition should occur where the protection of either the plant equipment, employees at site, or the surrounding community are threatened, Seller may procure the required and necessary equipment, personnel, or subcontract support. Seller must provide immediate notice to Buyer regarding the emergency and then provide a report after reviewing the events and itemizing all expenditures. Buyer will reimburse Seller for all emergency related expenses.

13. Excusable Delay/Non-Performance

Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment as applicable.

14. Confidentiality and Intellectual Property

Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Sellers express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless

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otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. **15. Limitation on Liability**

To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

16. Conflicts; Survival, Assignment

If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

17. Termination and Cancellation

This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

18. Governing Law and Dispute Resolution

This Agreement shall be governed by the substantive laws of the State of Minnesota. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Minneapolis, MN, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.





Grand River Controls Engineering 8565 Chicory Ln Portland, MI 48875 (616) 401-7633

January 28th, 2025

City of Hastings Water Treatment Plant 201 E State St. Hastings, MI 49058

Project: Backwash System Controls Upgrade Quote: 20250128_Hastings

JD Pennock:

Grand River Controls Engineering appreciates the opportunity to provide you with the following quote:

Project Overview:

- Replace existing PLC with modern equivalent:
 - Procure Hardware
 - Allen-Bradley CompactLogix PLC & I/O cards
 - o Installation
 - Physical installation & wiring
 - PLC programming- Rewrite the existing PLC program using modern software.
 - Startup support

Clarifications:

• This is a direct retrofit. Functionality will match the previous system

Project Cost:

| Material | \$4,863 |
|----------------|---------|
| Labor & Travel | \$3,800 |
| Total | \$8,663 |

Payment Terms:

- To be billed in-full, after project completion
- Payment due Net 30 after receipt of invoice



Grand River Controls Engineering 8565 Chicory Ln Portland, MI 48875 (616) 401-7633

If you have questions, please do not hesitate to contact me directly. We look forward to working with you,

Regards,

Eric Knoop Sr. Controls Engineer; President Grand River Controls Engineering (616) 401-7633 <u>eknoop@grandrivercontrols.com</u>



Terms and Conditions

<u>Rates</u> – Seller's pricing expressed herein expires 30 days after Buyer's receipt of this document. At the Seller's discretion, the Buyer may be required to request new pricing after such time has transpired.

Recognized Holidays – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve.

Exclusivity – Seller's acceptance of Buyer's order is expressly conditional upon Buyer's agreement to these terms and conditions. All inconsistent or additional terms, modifications, or changes are deemed material, are expressly rejected, and do not form a part of this agreement unless Seller agrees to such terms in writing.

<u>Prices and Payments</u> – Prices are exclusive of taxes. All payments are due in full within 15 days of delivery of invoice by Seller, in US Dollars, with all overdue amounts bearing a finance charge of 1 ½ percent per month. After receipt of the invoice, the Buyer will be given a 7 day grace period to raise any disputes and/or request additional information. A 3% service fee will be applied to all credit card payments.

<u>Project Delays</u> – Undo project startup delays are considered to be durations greater than six months past customer supplied startup date or six months past design completion. If such delays occur solely due to Buyers inability to provide Seller with access to machinery for purposes of starting the equipment, Seller's startup portion of the original proposal will be increased by 10 percent. Buyer will be liable for the excess charge.

<u>Title</u> – Title to products does not pass to Buyer until Buyer has paid all amounts owed under this agreement. Should Buyer fail to make any payment when owed, Seller may enter Buyer's premises and remove the products.

Delivery – Seller shall not be liable for delivery delays beyond it's control, including delays caused by its suppliers. All delivery dates are merely good faith estimates. All shipments are FOB Seller's office, and the risk of loss passes to Buyer upon delivery.

<u>Warranties</u> – Seller does not warrant the products which it distributes. Rather, the manufacturer supplies all warranties for these products. For products that seller manufactures, seller warrants that such products conform to all specifications for materials and workmanship for one year after delivery. For all services Seller provides, Seller warrants that such services shall conform to all written descriptions of such services for 90 days. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

<u>Warranty Remedies</u> – Buyer must notify seller within 10 days after such claim arises; otherwise Buyer waives all rights to such claim. Unless agreed otherwise in writing, Buyer's sole remedy for breach of warranty is, at Seller's option, the repair of the defect, the correction of the service, or by providing a replacement part FOB Seller's office. Seller will not be responsible for costs of dismantling or reassembling the product. Further, Seller will not be liable for any other direct, indirect, consequential, incidental, or special damages arising out of a breach of warranty. THESE REMEDIES ARE EXCLUSIVE, AND ALL OTHER WARRANTY REMEDIES ARE EXCLUDED.

<u>Returns</u> – Seller does not warrant the products which it distributes. Rather, the manufacturer supplies all warranties for these products and Buyer must deal directly with the product manufacturer for purposes of return, repair, or exchange.

<u>Changes and Cancellations</u>- Buyer may make changes or cancel this order at any time. Buyer will pay to Seller all costs and damages incurred because of such actions.

Indemnification- Buyer hereby agrees to indemnify, hold harmless and defend Seller from any liability, loss, expense, fine, penalty, damage, claim or cause of action including, but not limited to loss of or damage to property, or bodily injury or death of any person or persons employed directly or indirectly by Buyer, Seller or others, or any third parties provided such losses or damages are not caused or contributed to by the gross negligence or willful misconduct by the Seller.

<u>Proprietary Rights</u> – All designs and other proprietary rights provided by Seller to Buyer remain the property of the Seller, and Buyer shall honor all proprietary legends.

Limitation of Liability – The Seller's price is based on the enforceability of this limitation of liability, and the Buyer understands that this price would be substantially higher without this limitation. SELLER SHALL HAVE NO LIABILITY TO BUYER FOR LOST PROFITS OR FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POTENTIAL DAMAGES IN ADVANCE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE CONTRACT PRICE. IN THE EVENT THAT ANY WARRANTY OR WARRANTY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, OR IS HELD TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, IN CONSIDERATION OF THE OTHER PROVISIONS IN THIS AGREEMENT, THE PARTIES UNDERSTAND AND AGREE THAT ALL LIMITATIONS OF LIABILITY UNDER THIS PROVISION WILL NEVERTHELESS REMAIN IN EFFECT.

Liens – Seller notifies Buyer that it will place a lien upon Buyer's property should Buyer not timely pay its obligations under this agreement. <u>Waiver</u> – No waiver by either party of a right under this agreement shall waive any other rights.

Governing Law - This agreement shall be governed by the law of the state or province in which Buyer is located.

Attorney Fees – Seller shall be entitled to reimbursement of reasonable attorney fees and collection costs incurred to enforce its rights under this agreement.

Severability – Any legally unenforceable provision may be severed from this agreement, and the remaining terms and conditions will be enforced as a whole.

Entire Agreement – These terms and conditions and any other writing signed by Seller constitute the entire agreement, and may not be modified other than by a written document signed by Seller.

Sarah Moyer-Cale

From: Sent: To: Subject: Jay Norris Thursday, January 16, 2025 5:33 PM Verne Robins Filter PLC Upgrade

CAUTION: External Email

Verne Per your request.... To replace both PLCs in the filter panel at the FWTP with 2 Micro 1400s (E-Net based 120vac and Internal relays) Total parts and labor: \$6,995.00 (no tax)

That would include:

Write New Logic from existing Prints and your process description E-Net Ready to tie into the VFD panel, (not including running the E-Net cable) On site R&R PLC and wiring. Test Logic Update Prints (red line) if necessary.

I would need a copy of the prints in the panel (photos would be good enough if their good images) Please let me know if you decide to go with us. Thanks and have a fantastic day.

Best Regards

Jay Norris | President

INTEGRATED CONTROLS, INC. T.F: (866)-424-7762 Office: (231) 941-1030 Ext 1002



To: City Council

From: Fire Chief Mark Jordan

Subject: Purchase of Structural Firefighting clothing

Meeting Date: February 24th, 2025

Recommended Action:

Motion to purchase three complete sets of Structural Firefighting protective clothing from Axes and Irons for the total cost of **\$10,859.34**.

Background Information:

In January 2025 the fire department was awarded a MIOSHA matching grant from the Michigan Department of Labor and Economic opportunity program (LEO). This grant will reimburse the city dollar for dollar up to \$5000 to purchase personal protection clothing. As per the contract with LEO we are required to obtain 2 quotes, which must be presented to the LEO at time of payment. We received 2 quotes, Allied Fire Sales \$10,810.36 and Axes and Irons \$10,859.34 We chose Axes and Iron due to the shorter delivery time and matching PPE we already have in service. (quote attached)

Financial Implications:

The total cost of the project, \$10,859.34, \$5000 of which will be reimbursed by the grant leaving the reminder of \$5,859.34 to be funded out of the fire department capital budget.

Attachments: Quote

Quote and Contract



ESTIMATE

Vehicle Allense Group 620 Celebry Dr Cospanylia, Nil 48404

normanifestriat.com +1 (118) 897-4558 www.ansendiona.com



Bill to Mark Jordan Hastings City Fire Department 201 E. Bisle St. Hastings, Michigan 49058

Estimate details

Estimate no.: 1612 Estimate date: 02/05/2025

| * | Dete | Product or service | Description | Caby | Rete | Amount |
|----|------|--------------------|--|------|--------------------|------------|
| 1. | | Azan à Irana | Fina Date, FXR Custom Terroute Rull But | a | \$2,776.1 2 | \$3,220.30 |
| 2. | | Axee & Irone | FD91202 Red Leether Fire Boole | 3 | \$373.66 | \$1,120.58 |
| 8. | | Axes & Irons | Caime 885, 32 cerved segis, Line/Velow Teinghsdrone, Malle Finish, Kevier serieps, and Bourkes | 3 | \$470.00 | \$1,410.00 |
| 4 | | Azes & Irono | Please and that the price is only good until Retracty 16, and a 4% price increase takes effect from Pro-Dec. | 1 | \$2.00 | 40.00 |
| | | | Termi | | \$1 | 0,869.34 |
| | | | Tam | | an. | u,ao |

Accepted date

Accepted by





| City | of | Hastings |
|------|----|----------|
|------|----|----------|

201 East State Street · Hastings, Michigan 49058

269.945.2468 · FAX 269.948.9544

FEIN 38-6004562

PURCHASE ORDER

02/14/2025 DATE 74207

Vender Name Axes and Irons Axes and Irons

Department Fire

Ship To Address

Vendor Number

| Item Description | Account Number | Price | Project Number | Received Y or N |
|------------------|-----------------|--------------|-------------------|--------------------|
| 3 sets of PPE | 101-336-980-000 | S 10,859.34 | | |
| | | | | |
| | | | | |
| | TOTAL | \$ 10,859.34 | | |

Special Instructions

Purchase 3 sets of structural fire fighting clothing to replace expiring protective clothing, Price includes jacket, Pants helmets and boots

| Requested by Mark Jordan | Department HeadApproval |
|--------------------------|-------------------------|
| City Manager Approval | DATE |
| City Council Approval | OLYUNG DATE |



To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Construction Engineering Cost Approval

Meeting Date: February 24, 2025

Recommended Action:

Motion to approve Moore & Bruggink to perform Construction Engineering for the East State Street project in an amount not to exceed **\$54,000**.

Background Information:

Moore and Bruggink has been working on the E. State Street project and completed all design elements. As the project will commence this spring, the Council needs to approve their construction services. The construction work is funded through the small urban grant, but all engineering costs are the responsibility of the municipality.

Financial Implications:

This is a budgeted expense of the major streets fund.

Attachments:

- Moore and Bruggink proposal
- Budget letter



May 29, 2024

Proposal – East State Street Improvements

Mr. Travis Tate, P.E. City of Hastings 201 East State Street Hastings, Michigan 49058

Dear Mr. Tate,

Moore & Bruggink, Inc., is pleased to provide a proposal for design engineering and construction engineering services for the East State Street Improvements project located in the city of Hastings, Barry County, Michigan.

In preparing this quote, we reviewed the project limits and the extent of the improvements on East State Street from East Grand Street to East Clinton Road. From this review, we understand the scope to be a 4-inch cold milling and hot mix asphalt resurfacing project with spot curb and gutter repair, driveway replacement, and ADA sidewalk ramp upgrades. We also understand the intent to utilize Federal Small Urban funds for the project, which will be run through the MDOT Local Agency Program.

Based on this background, our services for design and construction engineering will include the following:

- 1. <u>Site Review & Soil Borings</u>: We will review the site and specify soil boring locations to determine the makeup of the existing roadway and underlying soils within the roadway. We will then have our sub-consultant, Soils & Structures, perform the soil borings and log the results for review and design purposes. A project of this scale typically requires four soil borings to characterize the existing pavement cross section, underlying soil composition, and ground water levels.
- 2. <u>Topographic Survey</u>: Our experienced survey crew will perform a full topographic and boundary survey of the roadway where improvements are to be made. This survey will give us a base map of the roadway improvement areas and allow us to log all construction related items. This information will serve as a base for the design of the planned improvements.
- 3. <u>Prepare Plans</u>: Based on Work Items 1 and 2 above, we will prepare preliminary removal and improvement plans, detail sheets, and cost estimates for City and MDOT Local Agency Program review.
- 4. <u>SHPO & NEPA Clearance</u>: We will team with Barr Engineering to complete the required State Historic Preservation Office (SHPO), National Environmental Policy Act (NEPA), and Archeological reviews for the project. We will then use this



information to complete the required MDOT Local Agency Environmental Clearance Form for the project.

- 5. <u>Contract Quantities</u>: We will confirm the project scope and compile pay items with quantities for the project. We will finalize a MERL engineer's estimate of project costs prior to bidding and review with the City to confirm project budgets. We will identify and discuss any areas of potential project savings with you and your staff.
- 6. <u>Bid Documents</u>: We will prepare contract documents that meet MDOT Local Agency Program requirements. These documents include progress schedules, maintenance of traffic requirements, construction special provisions, and a MERL engineer's estimate. These documents will be submitted to the MDOT Local Agency Program for advertisement and bidding.
- 7. <u>Bid Services</u>: Moore & Bruggink will respond to questions from bidders throughout the bid process and assist MDOT in issuing addendums if necessary. We will review the low bid and will prepare a final project budget for the City.
- 8. <u>Preconstruction Meetings</u>: Upon confirmation of the low bid by MDOT, we will coordinate and schedule a preconstruction meeting with the contractor, City representatives, and utility companies. The meeting will be an opportunity to verbally reinforce any special work items that are identified in design. We will also review permit requirements, communication plans, and project schedules.
- 9. <u>Construction Staking</u>: Our survey crew will field stake all proposed improvements for the contractor. This will ensure the project is constructed per plan to meet necessary budget constraints.
- 10. <u>Construction Inspection</u>: Moore & Bruggink will provide full-time construction inspection for the project as required by MDOT. We have estimated a 4- to 5-week construction period in which we will monitor all stages of construction to ensure the project is constructed per the plans and specifications. We will utilize Field Book, Field Manager (or AASHTOWare), ProjectWise, and LCP Tracker to document and track the project. We will prepare biweekly pay estimates based on as-built quantities in each phase at the completion of the work. We will also prepare all necessary contract modifications.
- 11. <u>Testing</u>: Moore & Bruggink will coordinate all necessary testing with Soils & Structures as required by MDOT and the City. This will ensure all construction materials meet the specified requirements for gradation, density, and placement procedures. We will also collect material certifications and track all materials used during construction.
- 12. <u>Construction Records</u>: Based on previous MDOT projects, we estimate that 45 hours following construction will be required to complete the necessary MDOT paperwork and record file keeping. During this period, the inspector will obtain asbuilt measurements and drawings, prepare final pay recommendations and review with contractor, and verify that all punch list items are completed. We will also finalize the project files in MDOT format and attend the final MDOT inspection.



Moore & Bruggink understands the City's requirements for budgets and project financial planning. There are many project variables in establishing fees. However, we only charge for our time required by our client needs. Based on our experience in projects such as this and based on a typical project with good communication and detailed bid packages, we are providing a not-to-exceed budget for your use as follows:

Design Phase

| Soil Borings (Soils & Structures) Topographic & Boundary Survey SHPO & NEPA Reviews (BARR) Design and MDOT Bid Package Preparation Miscellaneous (mileage, printing, etc.) | \$5,200.00 \$12,000.00 \$2,850.00 \$17,385.00 \$565.00 |
|--|--|
| Subtotal | \$38,000.00 |
| Construction Phase | |
| Construction Staking Construction Engineering & Inspection Materials Testing (Soils & Structures) Miscellaneous (mileage, printing, etc.) | \$3,000.00 \$45,013.00 \$5,000.00 <u>\$987.00</u> |
| Subtotal | \$54,000.00 |
| Total Design & Construction Engineering Cost: | \$92,000.00 |

For your reference, we have attached our level of effort breakdown for design engineering and construction engineering for the project.

We anticipate the following schedule for the project:

| Project Kickoff Meeting | June 12, 2024 |
|---|-------------------|
| Complete SHPO/MNFI Review | July 10, 2024 |
| Complete Survey Work | July 12, 2024 |
| Submit Grade Inspection Package to the City | September 9, 2024 |
| Submit Grade Inspection Package to MDOT | October 7, 2024 |
| Grade Inspection Meeting | November 4, 2024 |
| Final Design Submittal to MDOT | December 16, 2024 |
| MDOT Project Letting | March 7, 2025 |
| Conduct Informational Meeting | April 9, 2025 |
| Project Construction Start | April 21, 2025 |
| Project Construction End | May 23, 2025 |
| | |

We estimate that the work described herein can commence within three weeks of your authorization to proceed. You can authorize this work to begin by signing our attached Proposal Authorization Form.



We look forward to being of service to you on this project. If you have any questions or concerns, please let me know.

Sincerely,

-M. auch il

Ryan Arends, P.E. Project Manager

Attachments

cc: Sarah Moyer-Cale, City of Hastings



East State Street Improvements

| Task | Project <u>Manager</u> Arends | Design <u>Engineer</u> | CAD <u>Tech</u> | Chief <u>Surveyor</u> Green | Survey <u>Crew</u> | <u>Clerical</u> | <u>Total Hours</u> |
|---|-------------------------------------|---------------------------|--------------------|-----------------------------------|-----------------------|-----------------|---|
| Design Phase | | | | | | | |
| Preliminary Design | | | | | | | |
| Kickoff Meeting | 3 | 3 | | | | | 6 |
| Survey and Base Plans | 1 | 1 | 32 | 5 | 48 | 2 | 89 |
| Soil Borings | 1 | | | | | 1 | 2 |
| 5323 Form – SHPO & NEPA Coordination | 1 | 16 | 3 | | | | 20 |
| 60% Plans and Specifications | 1 | 12 | 16 | | | | 29 |
| Preliminary Estimate | 1 | 3 | | | | | 4 |
| Maintaining Traffic | 1 | 4 | | | | 1 | 6 |
| Utility Coordination | 1 | 4 | | | | | 5 |
| Informational Meeting | 3 | 3 | | | | | 6 |
| 80% Plans and Specifications | 2 | 12 | 16 | | | 2 | 32 |
| GI Plan Review Meeting | 2 | 2 | | | | | 4 |
| <u>Final Design</u> | | | | | | | |
| Revisions to Plans | 1 | 10 | 16 | | | | 27 |
| Revisions to Specifications | 1 | 4 | | | | 2 | 7 |
| Revisions to Estimate | 1 | 3 | | | | | 4 |
| Submit Final Package to MDOT | | 2 | | | | 2 | 4 |
| Subtotal Design Hrs. | 20 | 79 | 83 | 5 | 48 | 10 | 245 |
| Subtotal Labor Cost Reimbursable Expenses Soil Borings (Soils & Structures) SHPO & NEPA (BARR) Total Design Engineering Cost | | | | | | | \$29,385.00 \$565.00 \$5,200.00 \$2,850.00 \$38,000.00 |



East State Street Improvements

| <u>Task</u> | Project <u>Manager</u> Arends | CAD <u>Tech</u> | Chief <u>Surveyor</u> Green | Survey <u>Crew</u> (man-hours) | Chief <u>Inspector</u> Knapp | Office <u>Tech</u> Corner | Inspector | <u>Clerical</u> | <u>Total</u> |
|--|-------------------------------------|--------------------|-----------------------------------|---------------------------------------|------------------------------------|---------------------------------|-----------|-----------------|--------------|
| Construction Phase | | | | , , , , , , , , , , , , , , , , , , , | | | | | |
| Construction Engineering | | | | | | | | | |
| Preconstruction Meeting | 3 | | | | 2 | | | 1 | 6 |
| Construction Inspection | 1 | | | | 4 | 4 | 250 | | 259 |
| MDOT Project Documentation | 8 | | | | 8 | 50 | 45 | 8 | 119 |
| Construction Testing | 1 | | | | 2 | | | | 3 |
| Construction Staking | 1 | 4 | 2 | 12 | | | | 2 | 21 |
| Construction Engineering | 16 | | | | | | | | 16 |
| Subtotal Construction Hrs. | 30 | 4 | 2 | 12 | 16 | 54 | 295 | 11 | 424 |
| Subtotal Labor Cost | | | | | | | | | \$48,013.00 |
| Reimbursable Expenses | | | | | | | | | \$987.00 |
| Materials Testing (Soils & Structures) | | | | | | | | | \$5,000.00 |
| Total Construction Engineering Cos | st | | | | | | | | \$54,000.00 |



CONFIDENTIAL

Client Name:City of Hastings ("Client")Date:May 29, 2024Client Address:201 East State Street, Hastings, Michigan 49058

AUTHORIZATION FOR PROFESSIONAL SERVICES

Moore & Bruggink, Inc. ("M&B"), appreciates the opportunity to provide you with professional engineering and consulting services. It is our policy to receive this Authorization for Professional Services, with acknowledgment of the terms and conditions contained herein and in the attached Proposal (Exhibit A) prior to commencing services. We propose services to be performed for you for the project known as East State Street Improvements ("Project") located in Hastings, Michigan. The attached proposal is dated May 29, 2024.

NATURE OF ENGAGEMENT

Moore & Bruggink, Inc. (M&B) will provide all work as stated in the attached proposal at the fee quoted therein. There may be additional work to be performed either through change orders or unforeseen circumstances for which M&B will be compensated on an hourly basis.

TERMS AND CONDITIONS

Client Responsibility. The Client shall furnish all existing data pertinent to the Project and shall furnish any additional information when requested.

Hourly Billing Rates. Unless stipulated otherwise, CLIENT shall compensate M&B at hourly billing rates in effect when services are provided by M&B employees of various classifications. Rates are revised annually and you will be notified of the changes.

Reimbursable Expenses. Unless stipulated otherwise, Client shall compensate M&B for Reimbursable Expenses defined as those costs incurred on or directly for Client Project, including, but not limited to, government fees, necessary transportation costs (including mileage at M&B current rate for service vehicles and automobiles), meals and lodging, laboratory tests and analyses, computer services, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing and binding charges, and outside technical or professional services. Reimbursement for these expenses shall be on the basis of actual charges plus ten percent (10%) when furnished by outside sources and on the basis of usual commercial charges or separate rate schedules when furnished by M&B.

Cost Estimates. Cost estimates of other contractors' work will be on a basis of experience and judgment, but since it has no control over market condition or bidding procedures, M&B cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

Professional Standards. M&B shall be responsible to the generally-accepted standards of ordinary and reasonable skill and care usually exercised by other practicing professional engineers and surveyors at the time and location such services are rendered. No warranty, express or implied, is included or intended in its proposals, contracts, or reports.

Termination. Either Client or M&B may terminate this Authorization by giving ten (10) days' written notice to the other party. In such event, Client shall pay M&B in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of M&B) a termination charge to cover finalization of work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed thirty-three percent (33%) of all charges previously incurred. Upon receipt of such payment, M&B will return to Client all documents and information which are the property of Client.

Subcontractor. M&B may, in its sole discretion, engage subcontractors on behalf of Client to perform any portion of the services to be provided by M&B hereunder, and Client agrees that M&B shall not be responsible for, or in any manner guarantee, the performance of such subcontractors, nor shall M&B be liable for any negligent acts, errors, or omissions of any such subcontractor.

Payment to M&B. Invoices will be issued on a monthly basis or upon completion of the work product, whichever occurs sooner, payable upon receipt unless otherwise agreed. Interest of oneand-one-half percent (1.5%) per month (but not exceeding the maximum rate allowed by law) will be payable on all amounts not paid within thirty (30) days from date of invoices, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on M&B by any government entity.

In addition to any other remedies M&B may have, M&B shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

Hazardous Waste. M&B has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. M&B shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of engineering or surveying services hereunder does not imply risk-sharing on the part of M&B.

Limitation of Liability. To the fullest extent permitted by law, M&B's total liability to Client or Client's contractors for any cause or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to an amount no greater than the fee earned under this authorization. A higher limit of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

Indemnification. Client agrees to defend, indemnify, and hold M&B harmless from any claim, liability, or defense cost for injury or loss sustained by any part from exposures allegedly caused by M&B's performance of services hereunder, except for injury or loss caused solely by the negligence or willful misconduct of M&B.

Legal Expenses. In the event of a claim by Client against M&B, at law or otherwise, for any alleged error, omission, or other act arising out or the performance of its services, and to the extent Client fails to prove such claim, then Client shall pay all costs, including attorney's fees, incurred by M&B in defending itself against the claim.

Ownership of Work Product. M&B shall remain the owner of all drawings and reports, and Client shall be authorized to use the copies provided by M&B only in connection with the Project. Any use or reuse by Client or others for any purpose other than as outlined herein and in the attached Proposal shall be at Client's risk and full legal responsibility, without liability to M&B.

MOORE & BRUGGINK, INC.

By: <u>Alan Pennington, P.E.</u> Its: President

Acceptance of Proposal and Authorization for Professional Services CITY OF HASTINGS

Date:

Date:

May 29, 2024

By:

Its:

Page 2 of 2



February 12, 2025

Re: East State Street Improvements Project No. 240184.01

Ms. Sarah Moyer-Cale City of Hastings 201 East State Street Hastings, Michigan 49058

Dear Ms. Moyer-Cale:

Based on MDOT's award of a contract on the **East State Street Improvements** project in the amount of \$316,236.70, we hereby estimate the total project budget as follows:

PROJECT COSTS

| Low Bid (C & D Hughes) | \$316,236.70 |
|--|--------------|
| Design Engineering | \$38,000.00 |
| Construction Engineering, Inspection & Testing | \$54,000.00 |
| Project Contingencies ~10% | \$31,763.30 |

TOTAL ESTIMATED BUDGET

\$440,000.00

Funding is provided by approximately 80 percent Federal STP Urban funds, along with a local match of 20 percent from the City. The majority of the design engineering costs have been invoiced and paid, while the remainder of the project costs will be incurred later this upcoming spring and summer after commencement and completion of construction.

If you have any questions, please contact me.

Sincerely,

m. auch

Ryan M. Arends, P.E. Project Engineer

RMA/pim



To: Honorable Mayor and City Council From: Chief Dale Boulter Subject: Sale of 2015 Ford Taurus Meeting Date: February 24th, 2025

Recommended Action:

Motion to authorize the sale of a 2015 Ford Taurus. The sale of this vehicle is likely to be over **\$5,000** dollars requiring council approval for the sale.

Background Information:

This vehicle was utilized by the police department since late 2015 and has now been replaced by the addition of the new Chief's vehicle. All emergency equipment has been removed from the vehicle and is ready to be sold.

Historically, vehicles have been sold by online auction services that have been proven to sell items for good return. The vehicle has the potential to sell between \$6,000 and \$10,000 dollars.

The vehicle is no longer used by the police department and has been turned over to the City Clerk.

Financial Implications:

No cost to the city for the sale of the vehicle.

Money from the sale of the vehicle to be returned to the General Fund.

Attachments:

None



To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Letter of Support for BEAD program

Meeting Date: February 24, 2025

Recommended Action:

Motion to authorize the letter of support for the BEAD program on behalf of the Hastings City Council.

Background Information:

We have been requested to submit a letter of support for 123Net's BEAD application. Unlike other service providers who are submitting applications in Barry County, 123Net plans to include portions of Hastings. They are the only provider planning municipal dark fiber projects which could be used for private/closed networks. Additional information can be found in the attachments.

Financial Implications:

None.

Attachments:

- Draft letter of support
- Information sheet from 123Net



City of Hastings Michigan

(269) 945-2468 FAX (269) 948-9544 201 E. State Street 49058

February 25, 2025

To Whom It May Concern:

Please accept this letter of support for the Broadband Equity, Access, and Deployment (BEAD) program on behalf of the Hastings City Council. Broadband access is critical for attracting talent, supporting business growth, and providing job opportunities. The City's Master Plan adopted in 2021 identifies that the need for high tech infrastructure like broadband is necessary to support new investment. Reliable broadband access is a significant need for Barry County and we strongly support the building of fiber internet in our community.

Sincerely,

Sarah Moyer-Cale City Manager

HELP YOUR COMMUNITY CLOSE THE DIGITAL DIVIDE WITH BEAD FUNDING

Michigan's \$1.559 billion in federal Broadband, Equity, Access, and Deployment (BEAD) funding is an opportunity for you to help bring high-speed internet to unserved and underserved areas your community. By taking action now, you can lead the way in ensuring these funds deliver meaningful, lasting benefits to your residents and businesses. At 123NET, we're here to help! As a Michigan-based company with over 30 years of experience and a proven track record–including successful projects in Allegan and Ottawa counties–we provide the expertise and dedication needed to make this vision a reality. **Together**, we can secure BEAD funding to ensure every home and business has access to reliable, high-speed internet–empowering your community to grow, innovate, and thrive for years to come.

WHY 123NET?

Helping You Build a Connected Community:

Michigan communities and businesses deserve reliable, high-speed connectivity to stay competitive, grow, and thrive. 123NET has spent over three decades ensuring Michigan is among the best connected places on the planet. With expert engineers, skilled construction teams, and 24/7/365 support, 123NET focuses on providing unmatched connectivity to local neighbors.

Empower Communities with Open Access:

123NET's Open-Access Network gives communities flexibility and control by allowing other service providers to deliver their offerings over our infrastructure. This approach ensures end users can choose the provider that best meets their needs while encouraging competition and innovation.

Take Control of Your Connectivity with Dark Fiber:

As part of our BEAD application, 123NET will provide two strands of fiber-optic cable at no upfront cost, exclusively for your municipality's use. Offered as a thank-you for your letter of support, these fibers can be activated immediately or reserved for future needs with only a minimal contribution required for network maintenance on the portion used. This provides your community with the flexibility to address current priorities while planning for long-term goals, including support for:

- Education & Community Services: High-speed internet for schools, libraries, and public spaces.
- **Municipal Buildings:** Libraries, police and fire departments, and city halls.
- **Public Safety & Emergency:** Surveillance, first responder networks, and emergency services.
- Smart City Initiatives: Smart traffic lights, IoT devices, and other advanced technologies.
- **Operations & Infrastructure**: Public Wi-Fi, traffic signals, security cameras, and other critical infrastructure.

YOUR SUPPORT MATTERS:

- Shape the Future: Your support ensures federal dollars are allocated in a way that maximizes benefits for your city and its residents-now and for years to come.
- **Expand Connectivity:** Accelerate broadband expansion to underserved and unserved areas in your community.
- Lead with Impact: Position your municipality as a leader in digital equity and innovation, creating meaningful, lasting community benefits beyond just building a network.

HOW TO SUPPORT YOUR COMMUNITY:

A critical component of BEAD funding applications is the written support of county and municipal elected bodies. By providing a letter of support, you are playing an essential role in closing the digital divide.

- 1. Submit a Letter on Official Letterhead: Write a letter of support using your organization's official letterhead, expressing your commitment to advancing broadband access in underserved areas. Reply back to this e-mail and attach the letter.
- 2. Submit a Letter Digitally: Scan the QR code or click the link below to access a simple and secure platform for submitting your letter of support digitally.

https://www.123.net/bead-michigan-support-letter/





Scan the QR Code to Fill out a Letter of Support.

2025-2026 Council Goals

Develop a funding strategy for long-term costs

- Create an ad hoc committee to evaluate funding options for road improvements and new fire station.
- Make a recommendation to City Council about plan implementation

Improve mobility-related infrastructure

- Use the sidewalk assessment data to remove significant obstructions and create a multi-year plan.
- Develop a continuous sidewalk inspection plan
- Look for areas to remediate pedestrian/vehicle conflict points
- Evaluate adding a pedestrian bridge over Broadway near Tyden Park
- Complete Green & Market St projects
- Review pedestrian access to schools and other public facilities

Enhance citizen education and awareness opportunities

- Continue to develop and implement a citizen's academy
- Use social media & public engagement plan to promote awareness of City programs and activities
- Strengthen the relationship with city schools, including classroom programs
- Consider a series of informative videos on municipal topics

Review the City Charter

- Create Ad Hoc Committee to review the city charter and make a recommendation to the city council for action
- Take additional steps as necessary



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 January 2025

Staffing

Staffing remains unchanged since last month with one on light duty. Employed Recruit D. Chojnacki is performing well in the police academy with anticipated graduation in early June.

Officer Josh Sensiba has informed me he will be retiring at the end of the school year with 27 years of service. Officer Sensiba is currently serving as our School Resource Officer.

<u>STATS</u>

The past month officers responded to 440 calls for service, with a total of 9 arrests, 12 traffic accidents, 4 non-traffic accidents. Officers issued a total of 27 citations, 15 being moving violations, 12 being non-moving violations. Officers conducted a total of 140 traffic contacts for the month of January.

RESERVE OFFICERS

The Reserve Department contributed 60.5 hours for the month of January.

TRAINING:

Boulter, Kelly, and Pickett attended 12-hour course on Background Investigations in Kentwood.

Rangel and Wesseling completed requirements for Radar/Lidar certification in Allegan.

Each officer completed assigned training on Police One Academy, and the topic of choice was Communication Skills.

Continuing professional education training will be scheduled for each officer and will continue throughout the year.

UPCOMING EVENTS

St. Patrick's Day Parade

2:00 AM - 6:00 AM WINTER PARKING ON STREETS

The police department continues enforcing the 2:00 AM – 6:00 AM parking restrictions. The enforcement will continue throughout the winter months and will be reassessed in the spring of 2025.

Code Compliance report

Report attached

Respectfully submitted,

Dale Boulter

Chief of Police

HASTINGS CITY COUNCIL MONTHLY REPORT MONTH OF January 2025

From Hastings Police Department

Chief Dale Boulter

Total Complaints: 440

Total Arrests: 9

Adults: 5 A&B-1, Weapons Offence-1, DWLS-2, Indecent exposure-1.

Juveniles: 0

Arrests Warrants for other Departments: 4 Obstructing justice-4.

Traffic Summary:

Traffic Accidents: 12

Property Damage: 11 Injuries: 1 Fatal: 0 Non-Traffic: 4

Tickets Issued: 27

Moving Violations Issued: 15

Non-Moving Violations: 12

POLICE VEHICLES

TOTAL MILES: 5,523

TOTAL GALLONS OF FUEL USED: 653.14

| VEHICLE | MILAGE | VEHICLE | MILAGE |
|--------------|--------|--------------|--------|
| 41/2020 FORD | 62,228 | 45/2018 FORD | 45,915 |
| 42/2021 FORD | 59,305 | 46/2022 FORD | 46,630 |
| 43/2023 FORD | 13,634 | 47/2023 FORD | 19,990 |
| 44/2024 FORD | 278 | 48/2016 FORD | 93,915 |

ADDITIONAL INFORMATION:

The Hastings Police Reserve officers worked a total of <u>60.5</u> hours for the month.

| CLASSIFICATION | <u>CURRENT</u> MONTH | <u>PREVIOUS</u> <u>YEAR</u> | <u>YTD</u> CURRENT | <u>YTD</u> PREVIOUS | <u>YTD</u> COMPARED |
|-----------------------|-------------------------|--------------------------------|-----------------------|------------------------|------------------------|
| FATAL ACCIDENTS | 0 | 0 | 0 | 0 | 0 |
| INJURY ACCIDENTS | 1 | 1 | 1 | 1 | 0 |
| P D ACCIDENTS | 11 | 11 | 11 | 11 | 0 |
| NON-TRAFFIC | 4 | 2 | 4 | 2 | +2 |
| SPEEDING | 8 | 3 | 8 | 3 | +5 |
| OTHER HAZARDOUS | 7 | 10 | 7 | 10 | -3 |
| NON-HAZARDOUS | 12 | 13 | 12 | 13 | -1 |
| PARKING | 58 | 56 | 58 | 56 | +2 |
| | | | | | _ |
| <u>TOTAL</u> | 101 | 96 | 101 | 96 | +5 |

City of Hastings Code Compliance Officer January 2025 Activity Report



| QUANTITY | COMPLAINT |
|----------|--|
| 0 | 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) |
| 4 | Garbage Code Violations (66-88/89/90/93/94) |
| 4 | Vehicles parked on unapproved surfaces – residential zones (90-929) |
| 20 | Unlicensed/Inoperable vehicles, parts, or tire storage (38-76, 77, 78) |
| 8 | Refuse and debris in unscreened area of yard (90-881, 90-882) |
| 2 | Rental Unit complaints |
| 5 | Signage issues/ Signs in Right-Of-Way |
| 0 | Sign Permits Issued |
| 0 | Fencing Issues |
| 0 | Fence Permits Issued |
| 1 | Structure & Building Maintenance Issues |
| 0 | Recreational Vehicle Issues |
| 0 | Abandoned refrigerator w/door attached (54-61) |
| 2 | Sidewalk parking/right-of-way obstructions (74-71) |
| 16 | Miscellaneous Issues & Complaints |
| 62 | Total Violations/Complaints Handled |
| 20 | Letters sent |
| 1 | Citations issued |
| 97 | Follow Ups |
| NOTES: | Miscellaneous Issues/ Complaints details |

| QUANTITY | COMPLAINT | |
|----------|---|-----------|
| • | Just the normal requests for information and help with whom to contact. | |
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| | | |
| | BY: Frank Jesensek DAT | E: 2/6/25 |

City of Hastings Investments & Deposits Status Report as of January 31, 2025

| Institution | Account Description | | Balance | Interest Rate |
|----------------------|---|----------|---------------|------------------|
| Flagstar | Common Cash (Primary Checking) | \$ | 521,939.74 | 0.43% |
| | Payroll | \$ | 13,200.87 | 0.45% |
| | *Savings | \$ | 2,834,176.49 | 3.40% |
| | **Tax Collection | \$ | 773,811.07 | N/A |
| | Total | <u> </u> | 4,143,128.17 | 11/7 |
| | | ¥ | 1,110,120111 | |
| | *Includes proceeds from DDA/Streetscape Bonds ** Includes funds collected on behalf of other gover | nmenta | al agencies | |
| Highpoint | Common Cash | \$ | 46,621.85 | N/A |
| • | Drug Enforcement | \$ | 18,211.94 | N/A |
| | Library PayPal | \$ | 500.00 | N/A |
| | *Tax Collection | \$ | 105,786.36 | N/A |
| | Total | \$ | 171,120.15 | |
| | * Includes funds collected on behalf of other govern | mental | agencies | |
| Michigan CLASS | General Fund (Pooled) | \$ | 6,491,377.26 | 4.5100% |
| - | Water & Sewer | \$ | 596,490.69 | 4.5100% |
| | Equipment Fund | \$ | 302,963.88 | 4.5100% |
| | LDFA - Transferred to General Fund 1/6/25 | \$ | - | |
| | Total | \$ | 7,390,831.83 | |
| American Dep Mgmt Co | Money Market Account | \$ | 3,920,026.49 | 4.30% |
| | 3-Month Certificates of Deposit | \$ | - | N/A |
| | 6-Month Certificates of Deposit | \$ | - | N/A |
| | Total | \$ | 3,920,026.49 | |
| | Total, All Investments & Deposits | \$ | 15,625,106.64 | |

| i olai, Ali investinents à Deposits | |
|-------------------------------------|--|
| | |
| | |

| Institution | Balance | % of Total |
|-------------------------------|---------------------|---------------|
| Flagstar | \$ 4,143,128.17 | 26.5% |
| Highpoint | \$ 171,120.15 | 1.1% |
| Michigan CLASS | \$ 7,390,831.83 | 47.3% |
| American Dep Mgmt Co | \$ 3,920,026.49 | 25.1% |
| Total | \$ 15,625,106.64 | |
| | | % of |
| Type of Investment or Deposit | Balance | Total |
| Interest | \$ 14,680,175.42 | 94.0% |
| Non-Interest | \$ 944,931.22 | 6.0% |
| Total | \$ 15,625,106.64 | |

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2025

| THIS YEAR | REVISED | FISCAL YTD | LAST YEAR | REVISED | FISCAL YTD |
|------------|-----------|------------|------------|-----------|------------|
| FISCAL YTD | BUDGET | % OF | FISCAL YTD | BUDGET | % OF |
| 31-JAN-25 | 2024-2025 | BUDGET | 31-JAN-24 | 2023-2024 | BUDGET |

FUND 101 - GENERAL FUND

REVENUE

| TAXES | 3,563,278.54 | 3,638,300 | 98.00% | 3,313,531.31 | 3,463,000 | 96.00% |
|------------------------------------|--------------|-----------|---------|--------------|-----------|---------|
| SPECIAL ASSESSMENTS | 42,882.84 | 32,500 | 132.00% | 25,997.45 | 43,650 | 60.00% |
| LICENSES & PERMITS | 20,624.01 | 19,250 | 107.00% | 16,449.68 | 21,175 | 78.00% |
| FEDERAL REVENUES | .00 | 236,216 | 0.00% | 535,133.00 | 768,199 | 70.00% |
| STATE SHARED REVENUES | 715,044.06 | 1,139,391 | 63.00% | 597,764.80 | 1,398,813 | 43.00% |
| INTERGOVERNMENTAL REVENUES | 63,942.26 | 923,228 | 7.00% | 23,264.15 | 868,416 | 3.00% |
| CHARGES FOR SERVICES | 20,214.67 | 668,100 | 3.00% | 9,789.02 | 615,950 | 2.00% |
| FINES & FORFEITURES | 6,109.99 | 8,500 | 72.00% | 7,033.10 | 7,000 | 100.00% |
| INTEREST AND RENTALS | 128,149.91 | 335,400 | 38.00% | 277,112.69 | 209,000 | 133.00% |
| OTHER REVENUE | 138,477.94 | 451,300 | 31.00% | 270,467.63 | 30,500 | 887.00% |
| INCOMING TRANSFERS | .00 | 0 | 0.00% | .00 | 0 | 0.00% |
| TOTAL REVENUE & INCOMING TRANSFERS | 4,698,724.22 | 7,452,185 | 63.00% | 5,076,542.83 | 7,425,703 | 68.00% |

EXPENDITURES

-

| CITY COUNCIL | 52,258.71 | 82,326 | 63.00% | 44,869.92 | 74,001 | 61.00% |
|--------------------------------|--------------|-----------|---------|--------------|-----------|---------|
| MAYOR | 9,707.73 | 14,811 | 66.00% | 9,382.75 | 14,752 | 64.00% |
| CITY MANAGER | 116,634.10 | 192,810 | 60.00% | 106,565.33 | 183,080 | 58.00% |
| FINANCE DEPARTMENT | 213,952.95 | 396,945 | 54.00% | 223,267.13 | 313,745 | 71.00% |
| CLERK | 69,745.39 | 117,396 | 59.00% | 59,644.02 | 118,397 | 50.00% |
| INFORMATION TECHNOLOGY | 140,212.63 | 244,000 | 57.00% | 136,601.20 | 244,000 | 56.00% |
| BOARD OF REVIEW | 622.78 | 2,512 | 25.00% | 628.39 | 2,862 | 22.00% |
| TREASURER | 47,407.42 | 83,928 | 56.00% | 41,411.87 | 78,808 | 53.00% |
| ASSESSOR | 84,644.50 | 171,282 | 49.00% | 77,595.83 | 162,581 | 48.00% |
| ELECTIONS | 28,625.60 | 56,368 | 51.00% | 14,359.94 | 64,277 | 22.00% |
| CITY HALL & GROUNDS | 72,596.52 | 158,950 | 46.00% | 65,339.29 | 187,500 | 35.00% |
| LEGAL AND AUDIT | 47,123.00 | 70,000 | 67.00% | 35,583.00 | 70,000 | 51.00% |
| OTHER GENERAL GOVERNMENT | 814,221.55 | 588,415 | 138.00% | 250,437.77 | 753,387 | 33.00% |
| POLICE | 1,142,483.67 | 2,099,689 | 54.00% | 1,055,711.11 | 2,005,929 | 53.00% |
| CODE COMPLIANCE | 28,506.29 | 50,962 | 56.00% | 21,222.09 | 50,171 | 42.00% |
| FIRE DEPARTMENT | 296,160.82 | 524,545 | 56.00% | 930,890.73 | 1,057,797 | 88.00% |
| INSPECTIONS | 40,913.00 | 100,000 | 41.00% | 89,842.00 | 55,000 | 163.00% |
| DEPT OF PUBLIC SERVICE ADMIN | 94,159.70 | 159,240 | 59.00% | 91,226.50 | 182,683 | 50.00% |
| PARKING LOTS - NON SAD | 6,773.47 | 23,000 | 29.00% | 5,363.55 | 19,750 | 27.00% |
| PARKING LOTS - SAD | 250,002.73 | 267,500 | 93.00% | 18,146.31 | 234,000 | 8.00% |
| STREET LIGHTING | 65,933.94 | 99,500 | 66.00% | 54,697.32 | 102,500 | 53.00% |
| COMMUNITY SERVICES | 142,689.73 | 300,355 | 48.00% | 124,689.88 | 162,085 | 77.00% |
| BROWNFIELD GRANT | .00 | 0 | 0.00% | .00 | 0 | 0.00% |
| PLANNING AND ZONING | 6,908.49 | 18,685 | 37.00% | 2,413.65 | 18,285 | 13.00% |
| JOINT PLANNING & ZONING | 37.50 | 400 | 9.00% | 77.50 | 550 | 14.00% |
| COMMUNITY & ECONOMIC DEVLOPMNT | 90,297.58 | 143,143 | 63.00% | 72,528.21 | 141,500 | 51.00% |
| | | | | | | |

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2025

| THIS YEAR | REVISED | FISCAL YTD | LAST YEAR | REVISED | FISCAL YTD |
|------------|---------|------------|------------|---------|------------|
| FISCAL YTD | BUDGET | % OF | FISCAL YTD | BUDGET | % OF |
| YTD ACTUAL | BUDGET | BUDGET | 31-JAN-24 | BUDGET | BUDGET |

FUND 101 - GENERAL FUND

| COMMUNITY DEVELOPMENT GRANTS CABLE ACCESS PARKS AND RECREATION ARTS AND CULTURAL ACTIVITIES OTHER FINANCING USES | 61,536.50 8,354.59 139,492.61 53,262.00 .00 | 65,100 13,776 1,344,325 81,526 549,696 | 95.00% 61.00% 10.00% 65.00% 0.00% | 71,197.00 4,879.44 109,442.34 64,894.38 .00 | 75,100 13,457 977,657 80,400 316,449 | 95.00% 36.00% 11.00% 81.00% 0.00% |
|--|---|--|---|---|--|---|
| TOTAL EXPENDITURES & OUTGOING TRANSFERS | 4,125,265.50 | 8,021,185 | 51.00% | 3,782,908.45 | 7,760,703 | 49.00% |
| NET REVENUE OVER EXPENDITURES | 573,458.72 | (569,000) | | 1,293,634.38 | (335,000) | |

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2025

| THIS YEAR | REVISED | FISCAL YTD | LAST YEAR | REVISED | FISCAL YTD |
|------------|-----------|------------|------------|-----------|------------|
| FISCAL YTD | BUDGET | % OF | FISCAL YTD | BUDGET | % OF |
| 31-JAN-25 | 2024-2025 | BUDGET | 31-JAN-24 | 2023-2024 | BUDGET |
| | | | | | |

FUND 202 - MAJOR STREETS

| REVENUES INCOMING TRANSFERS | 457,946.10 .00 | 1,235,556 225,000 | 37.00% 0.00% | 463,921.01 .00 | 1,045,218 0 | 44.00% 0.00% |
|---|-------------------|----------------------|-----------------|-------------------|----------------------|-----------------|
| TOTAL REVENUE & INCOMING TRANSFERS | 457,946.10 | 1,460,556 | 31.00% | 463,921.01 | 1,045,218 | 44.00% |
| EXPENDITURES OUTGOING TRANSFERS | 304,936.12 .00 | 1,593,169 150,000 | 19.00% 0.00% | 233,305.60 .00 | 1,097,335 150,000 | 21.00% 0.00% |
| TOTAL EXPENDITURES & OUTGOING TRANSFERS | 304,936.12 | 1,743,169 | 17.00% | 233,305.60 | 1,247,335 | 19.00% |
| NET REVENUE OVER EXPENDITURES | 153,009.98 | (282,613) | = | 230,615.41 | (202,117) | |

FUND 203 - LOCAL STREETS

| REVENUES INCOMING TRANSFERS | 186,053.03 .00 | 373,772 300,000 | 50.00% 0.00% | 184,514.33 .00 | 351,008 300,000 | 53.00% 0.00% |
|---|-------------------|--------------------|-----------------|-------------------|--------------------|-----------------|
| TOTAL REVENUE & INCOMING TRANSFERS | 186,053.03 | 673,772 | 28.00% | 184,514.33 | 651,008 | 28.00% |
| EXPENDITURES OUTGOING TRANSFERS | 341,339.40 | 721,691 | 47.00% | 250,440.49 | 733,661 | 34.00% |
| TOTAL EXPENDITURES & OUTGOING TRANSFERS | 341,339.40 | 721,691 | 47.00% | 250,440.49 | 733,661 | 34.00% |
| NET REVENUE OVER EXPENDITURES | (155,286.37) | (47,919) | | (65,926.16) | (82,653) | |

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2025

| | THIS YEAR FISCAL YTD 31-JAN-25 | REVISED BUDGET 2024-2025 | FISCAL YTD % OF BUDGET | LAST YEAR FISCAL YTD 31-JAN-24 | REVISED BUDGET 2023-2024 | FISCAL YTD % OF BUDGET |
|---|--------------------------------------|--------------------------------|------------------------------|--------------------------------------|--------------------------------|------------------------------|
| F | UND 209 - C | EMETER | Y FUND | | | |
| REVENUES INCOMING TRANSFERS | 217,152.24 | 273,779 | 79.00% | 227,467.72 | 244,780 | 93.00% |
| TOTAL REVENUE & INCOMING TRANSFERS | 217,152.24 | 273,779 | 79.00% | 227,467.72 | 244,780 | 93.00% |
| EXPENDITURES OUTGOING TRANSFERS | 194,586.28 | 312,362 | 62.00% | 111,526.91 | 279,100 | 40.00% |
| TOTAL EXPENDITURES & OUTGOING TRANSFERS | 194,586.28 | 312,362 | 62.00% | 111,526.91 | 279,100 | 40.00% |
| NET REVENUE OVER EXPENDITURES | 22,565.96 | (38,583) | | 115,940.81 | (34,320) | |

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2025

| THIS YEAR | REVISED | FISCAL YTD | LAST YEAR | REVISED | FISCAL YTD |
|------------|-----------|------------|------------|-----------|------------|
| FISCAL YTD | BUDGET | % OF | FISCAL YTD | BUDGET | % OF |
| 31-JAN-25 | 2024-2025 | BUDGET | 31-JAN-24 | 2023-2024 | BUDGET |

FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY

| REVENUES INCOMING TRANSFERS | 802,593.37 | 807,950 | 99.00% | 3,520,228.68 | 3,463,990 | 102.00% |
|---|---------------|-----------|---------|--------------|------------|---------|
| TOTAL REVENUE & INCOMING TRANSFERS | 802,593.37 | 807,950 | 99.00% | 3,520,228.68 | 3,463,990 | 102.00% |
| EXPENDITURES OUTGOING TRANSFERS | 928,201.76 | 883,391 | 105.00% | 1,095,261.63 | 3,745,207 | 29.00% |
| TOTAL EXPENDITURES & OUTGOING TRANSFERS | 928,201.76 | 883,391 | 105.00% | 1,095,261.63 | 3,745,207 | 29.00% |
| NET REVENUE OVER EXPENDITURES | (125,608.39) | (75,441) | | 2,424,967.05 | (281,217) | |

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2025

| | THIS YEAR FISCAL YTD 31-JAN-25 | REVISED BUDGET 2024-2025 | FISCAL YTD % OF BUDGET | LAST YEAR FISCAL YTD 31-JAN-24 | REVISED BUDGET 2023-2024 | FISCAL YTD % OF BUDGET |
|---|--------------------------------------|--------------------------------|------------------------------|--------------------------------------|--------------------------------|------------------------------|
| FUN | ID 265 - DRU | JG ENFO | RCEMEN | Т | | |
| REVENUES INCOMING TRANSFERS | 30.00 | 2,500 | 1.00% | 115.00 | 2,800 | 4.00% |
| TOTAL REVENUE & INCOMING TRANSFERS | 30.00 | 2,500 | 1.00% | 115.00 | 2,800 | 4.00% |
| EXPENDITURES OUTGOING TRANSFERS | (480.00) | 5,600 | (9.00%) | .00 | 5,600 | 0.00% |
| TOTAL EXPENDITURES & OUTGOING TRANSFERS | (480.00) | 5,600 | (9.00%) | .00 | 5,600 | 0.00% |
| NET REVENUE OVER EXPENDITURES | 510.00 | (3,100) | : | 115.00 | (2,800) | |

FUND 266 - POLICE TRAINING

| REVENUES INCOMING TRANSFERS | 34.09 | 3,400 | 1.00% | 139.14 | 2,950 | 5.00% |
|---|-------------|----------|--------|-----------|----------|--------|
| TOTAL REVENUE & INCOMING TRANSFERS | 34.09 | 3,400 | 1.00% | 139.14 | 2,950 | 5.00% |
| EXPENDITURES OUTGOING TRANSFERS | 2,872.11 | 4,900 | 59.00% | 664.86 | 4,600 | 14.00% |
| TOTAL EXPENDITURES & OUTGOING TRANSFERS | 2,872.11 | 4,900 | 59.00% | 664.86 | 4,600 | 14.00% |
| NET REVENUE OVER EXPENDITURES | (2,838.02) | (1,500) | | (525.72) | (1,650) | |

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2025

| THIS YEAR | REVISED | FISCAL YTD | LAST YEAR | REVISED | FISCAL YTD |
|------------|-----------|------------|------------|-----------|------------|
| FISCAL YTD | BUDGET | % OF | FISCAL YTD | BUDGET | % OF |
| 31-JAN-25 | 2024-2025 | BUDGET | 31-JAN-24 | 2023-2024 | BUDGET |

FUND 271 - LIBRARY FUND

OPERATIONS

| OPERATING REVENUES OPERATING INCOMING TRANSFERS | 335,767.11 | 673,516 | 50.00% | 682,735.47 | 1,373,449 | 50.00% |
|--|---------------|---------|--------|-------------|------------|--------|
| TOTAL OPERATING REV & IN TRNSFRS | 335,767.11 | 673,516 | 50.00% | 682,735.47 | 1,373,449 | 50.00% |
| OPERATING EXPENDITURES OPERATING OUTGOING TRANSFERS | 441,771.16 | 656,799 | 67.00% | 877,638.30 | 1,708,154 | 51.00% |
| TOTAL OPERATING EXP & OUT TRNSFRS | 441,771.16 | 656,799 | 67.00% | 877,638.30 | 1,708,154 | 51.00% |
| NET OPERATING REV OVER EXP | (106,004.05) | 16,717 | (| 194,902.83) | (334,705) | |

CAPITAL IMPROVEMENTS

| CAP IMPRVMNT EXPENDITURES CAP IMPRVMNT OUTGOING TRANSFERS | .00 | 0 | 0.00% | .00 | 0 | 0.00% |
|--|-----|---|-------|-----|---|-------|
| TOTAL CAP IMPRVMNT EXP & OUT TRNSFRS | .00 | 0 | 0.00% | .00 | 0 | 0.00% |
| NET CAP IMPRVMNT REV OVER EXP | .00 | 0 | | .00 | 0 | |

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2025

| | THIS YEAR FISCAL YTD 31-JAN-25 | REVISED BUDGET 2024-2025 | FISCAL YTD % OF BUDGET | LAST YEAR FISCAL YTD 31-JAN-24 | REVISED BUDGET 2023-2024 | FISCAL YTD % OF BUDGET |
|---|--------------------------------------|--------------------------------|------------------------------|--------------------------------------|--------------------------------|------------------------------|
| FUNI | D 592 - WAT | ER & SE | WER FUN | D | | |
| REVENUES INCOMING TRANSFERS | 2,943,389.09 | 4,900,690 | 60.00% | 2,791,296.45 | 4,347,620 | 64.00% |
| TOTAL REVENUE & INCOMING TRANSFERS | 2,943,389.09 | 4,900,690 | 60.00% | 2,791,296.45 | 4,347,620 | 64.00% |
| EXPENDITURES OUTGOING TRANSFERS | 1,822,161.22 | 4,632,941 | 39.00% 0.00% | 1,843,730.48 .00 | 4,106,072 | 45.00% |
| TOTAL EXPENDITURES & OUTGOING TRANSFERS | 1,822,161.22 | 4,632,941 | 39.00% | 1,843,730.48 | 4,106,072 | 45.00% |
| NET REVENUE OVER EXPENDITURES | 1,121,227.87 | 267,749 | | 947,565.97 | 241,548 | |

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 7 MONTHS ENDING JANUARY 31, 2025

| FISCAL YTD | BUDGET | % OF | FISCAL YTD | BUDGET | % OF |
|------------|-----------|------------|------------|-----------|------------|
| 31-JAN-25 | 2024-2025 | BUDGET | 31-JAN-24 | 2023-2024 | BUDGET |
| THIS YEAR | REVISED | FISCAL YTD | LAST YEAR | REVISED | FISCAL YTD |

FUND 661 - EQUIPMENT REVOLVING FUND

| REVENUES INCOMING TRANSFERS | 484,495.32 | 908,000 | 53.00% | 408,353.26 | 939,500 | 43.00% |
|---|------------|---------|--------|------------|---------|--------|
| TOTAL REVENUE & INCOMING TRANSFERS | 484,495.32 | 908,000 | 53.00% | 408,353.26 | 939,500 | 43.00% |
| EXPENDITURES OUTGOING TRANSFERS | 293,984.12 | 626,963 | 47.00% | 234,303.85 | 510,592 | 46.00% |
| TOTAL EXPENDITURES & OUTGOING TRANSFERS | 293,984.12 | 626,963 | 47.00% | 234,303.85 | 510,592 | 46.00% |
| NET REVENUE OVER EXPENDITURES | 190,511.20 | 281,037 | | 174,049.41 | 428,908 | |



12C

Date:February 20, 2025To:Honorable Mayor Tossava & Members of the Hastings City CouncilFrom:Dan King, Community Development DirectorSubject:February Community Development Department Report

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

Hayes/Orchard Street Parcel

Staff has received two letters of intent from interested developers for the seven-acre parcel on the southern ends of Hayes and Orchard Streets. The letter of intent submission deadline is April 15th.

Bachman Fields Project

The developer has now submitted a Planned Unit Development (PUD) preliminary site plan application to the Planning Commission. The project will still consist of over 120 individual housing sites but due to the conversion to a PUD format, Open Space Neighborhood components will no longer be a part of the plan.

Meadowstone Apartments

The building forms were scheduled to be delivered last week. Vertical construction of the three buildings will commence as soon as the weather permits.

WBCH South Jefferson Street St. Patrick's Day Parade

With the parade less than a month away, we know that spring is right around the corner. Come join the fun on Monday March 17th at 4:00 PM on South Jefferson Street in beautiful downtown Hastings!

1

New Sculpture Selection

Midwest Sculpture Initiative has informed us that the sculpture selection process for 2025 will commence the week of March 10th. Please keep an eye out on social media for your opportunity to participate in the sculpture selection process.

Upcoming Events

St. Patrick's Day Parade 4:00 PM March 17th Thornapple Arts Council Jazz Festival April 24-26

If you have any questions, concerns, or ideas please feel free to contact Sandy, Steve, or me at sponsetto@hastingsmi.gov dking@hastingsmi.gov





13A

COUNTY OF BARRY, STATE OF MICHIGAN

Riverside Cemetery Preservation Advisory Board Meeting Minutes February 12, 2025

- 1. Call to Order: Called to Order by Mayor Tossava at 2:58 PM
- 2. Roll Call: Buehl, Gettys, Watson, Perin, Mayor Tossava. Absent Coleman
- 3. Pledge of Allegiance.
- 4. Approval of the Agenda.

Motion by Tossava and supported by Buehl to move line item 9B to 5A of the agenda and approve the agenda for the Riverside Cemetery Preservation Advisory Board. All ayes, motion carried.

5. Approval of the Minutes of the meeting of December 12, 2024.

Motion by Buehl and supported by Mayor Tossava to approve the minutes from the December 11, 2024 meeting, All ayes, motion carried.

A. Discuss election of vacant Cemetery Board chairperson position.

Motion by Mayor Tossava and supported by Linda Watson to nominate Jeff Buehl as Board Chairperson, Dave Coleman as Vice Chairperson and Amy Hubbell as Secretary. All ayes, motion passed.

6. Public comment and communications.

None

7. Sexton Update

Discussed clean up and future budget

8. Unfinished Business.

- 9. New Business
 - A. Travis Tate no longer works for the City of Hastings as of February 7, 2025. When a new DPS Director has been hired, this person will come to the next Cemetery Board meeting after their start date. In the interim, Rob Neil, Street Superintendent, will attend the meetings.
 - B. Discuss expansion of Riverside Cemetery burial zoning to the recently cleared West Country Club Drive corner.

Discussed expanding burial plots at the corner of County Club Drive and also on the North side of the memorial space.

- C. Barry County Foundation (BCF) Funds Reports for January 2025.
- D. City Cemetery Fund FY 24-25 Revenues and Expenditures through January 2025.
- 10. Board member comments.

Linda Watson opened a discussion on the repair of the chapel. Motion by Gettys and supported by Watson to power wash, tuck point and repair flashing as long as the cost is under \$4000. Roll call vote. Motion passed 3 to 2.

11. Public Comment.

None

12. Adjourn

Motion by Gettys and supported by Watson to adjourn the meeting at 3:50 PM. Next meeting will be held on March 12, 2025.

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.

Downtown Development Authority

DRAFT Meeting Minutes

February 20, 2025

1. Meeting Call to Order and Roll Call-

The meeting was called to order at 8:02 a.m. by Woods

Roll Call –

Present: Button, Hatfield, Peterson, Tossava, Woods Absent: Albrecht, Baker, Wiswell City Staff and Appointees: Hoke, King, Moyer-Cale, Ponsetto, Resseguie Others Present:

2. Pledge to the Flag

3. Approval/Additions/Deletions to Agenda -

Woods added a discussion on a request for funding from the Barry County Chamber of Commerce and Economic Development Alliance (BCCCEDA) for program support as Item D. under New Business; and a discussion of DDA funding for the burial of power lines at the Thornapple Plaza, as Item E. under New Business.

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

All ayes motion carried

4. Approval of January 16, 2025, Minutes -

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

All ayes motion carried

5. Financial Statements & Budget for Review -

King said budget data has been updated through January 31, 2025.

6. Façade and BEIG Update-

King said the façade grant spreadsheet has been updated through January 31, 2025.

7. Open Public Comment and Discussion - None

8. Old Business- None

9. New Business

A. Thornapple Arts Council Annual Request-

Motion by Hatfield, second by Peterson, to approve the annual request for program support in the amount of \$5,925.

Ayes: Button, Hatfield, Peterson, Woods Nays: Tossava Absent: Albrecht, Baker, Wiswell

Vote was 4 – 1 in favor of the request, motion carried.

B. Discuss Strategic Planning Opportunity

City staff and board discussed the potential benefits of hiring a consultant to assist the DDA with strategic planning.

C. Fiscal Year 2025-2026 Budget and Capital Improvement Plan

The board discussed the draft DDA budget for the 2025-2026 fiscal year.

D. BCCCEDA Request for Support

The board briefly discussed the request and asked that it be included on the agenda for the March 20, 2025, meeting when more board members would be present.

E. Consumers Energy Request to bury power lines in Thornapple Plaza

The board briefly discussed the request before directing staff to add it to the agenda of its March 20, 2025, meeting.

10. DDA Member Comment - None

11. Open Public Comment and Discussion – None

12. Adjournment

Motion by Hatfield, second by Tossava to adjourn.

All ayes motion carried

Meeting adjourned at 9:32 a.m.

Patty Woods, Chair

Deb Button, Secretary

Prepared by: Sandra Ponsetto, City of Hastings