

HASTINGS DOWNTOWN DEVELOPMENT AUTHORITY

February 15, 2024 Meeting - Communication

To: DDA Members and Staff

From: Dan King

Date: February 8, 2024

Subject: Information Regarding February 15, 2024, Meeting of DDA

The next meeting of the Hastings DDA is scheduled for **8:00 a.m.** on **Thursday February 15th** in the Council Chambers, second floor of City Hall.

5. Financial Statement and Budget Review

Budget data has been updated through January 31, 2024.

6. Façade and BEIG Update

The façade grant spreadsheet has been updated through January 31, 2024. The BEIG spreadsheet is updated quarterly with the next update scheduled for the April meeting.

8. Old Business

- A. Staff will provide an update regarding the streetscape flower information provided by Cotant's.

9. New Business

- A. Thornapple Arts Council has presented their annual financial support request.
- B. Staff will provide the annual sculpture selection timetable as provided by Midwest Sculpture Initiative (MSI).
- C. The Barry County Agricultural Society has delivered the fair booth contract for the 2024 Barry County Fair. The proposed expenditure is in the DDA annual budget.

Please let us know if you are unable to attend the meeting. See you on the 15th!



HASTINGS DOWNTOWN DEVELOPMENT AUTHORITY AGENDA

Meeting Thursday February 15, 2024

MEETING AT CITY HALL

1. Call to Order/ Roll Call. (Meeting starts at 8:00 a.m.)
2. Pledge to the Flag
3. Approval/Additions/Deletions to Agenda
4. Approval of Minutes – Review Minutes from the January 18, 2024 Meeting
5. Receive Financial Statements & Budget Review
6. Façade and BEIG update
7. Open Public Discussion and Comments
8. Old Business:
 - A. Streetscape Flower Bid Update
9. New Business
 - A. Thornapple Arts Council Financial Request
 - B. Sculpture Selection Timetable
 - C. Fair Booth Expenditure
10. DDA member comments
11. Open Public Discussion and Comments
12. Adjourn

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

1. Meeting Call to Order and Roll Call—

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

Roll Call –

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

Absent: Albrecht, Wiswell

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

Others Present: Jackie Elliott

2. Pledge to the Flag

3. Approval/Additions/Deletions to Agenda –

Woods added Discussion of Billboards as Item C. under Old Business

Motion by Hatfield, seconded by Ulberg, to approve the agenda as amended.

All ayes, motion carried.

4. Approval of Minutes –

Motion by Tossava, seconded by Baker, to approve the minutes of the November 16, 2023, DDA meeting as presented.

All ayes, motion carried.

5. Financial Statements & Budget for Review –

King said the DDA budget has been updated through December 31, 2023.

6. Façade and BEIG Update-

King said the BEIG and Façade Grant spreadsheets have been updated through December 31, 2024.

7. Open Public Comment and Discussion – None

8. Old Business-

A. Streetscape Update-

King gave the DDA a brief update on the streetscape project, which will resume in the spring.

B. Streetscape Flower Bid Update-

King said Cotant's Greenhouse is still working on their bid and he will reach out to them soon.

C. Billboard Discussion-

King answered DDA members questions about the timing and current placement of the billboards.

9. New Business

A. Annual Election of Officers—

Motion by Tossava, seconded by Baker, to approve the re-election of the board's current officers: Woods, chair; Hatfield, vice-chair; Button, secretary.

All ayes, motion carried.

B. Façade Grant Reimbursement for Norm and Carole Barlow 109/111 W. State Street—

King said the rear façade work for 109/111 W. State Street has been completed, approved by staff, and the reimbursement is complete.

C. Façade Grant Requests from Jackie Elliott for 325 and 329 N. Broadway—

Motion by Tossava, seconded by Baker, to approve the façade grant application for 325 N. Broadway, totaling \$6,170.

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

Nays:

Absent: Albrecht, Wiswell

All ayes, motion carried.

Motion by Button, seconded by Baker, to approve the façade grant application for 329 N. Broadway, totaling \$3910,00.

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

All ayes, motion carried.

10. DDA Member Comment –

Woods brought up discussion of the City allowing a student from the Hastings High School Youth in Government program join the DDA or City Council as a non-voting member.

Button expressed her gratitude and appreciation for the way City DPS crews cleared the downtown business district after the recent winter storm.

Baker said that a record number of children participated in cookies with Santa this year despite the rain.

King said that CopperRock is moving forward with its plans to develop the lot across the river from the Thornapple Plaza and they are hoping to begin work on the 134-unit project in the spring or early summer.

Hatfield asked staff about the empty storefronts in the downtown business district. King gave a brief update on new businesses that are expected to be opening soon.

11. Open Public Comment and Discussion – None

12. Adjournment

Motion by Tossava, seconded by Baker, to adjourn.

All ayes, motion carried.

The meeting was adjourned at 8:47 a.m.

Patty Woods, Chair

Deb Button, Secretary

Prepared by: Sandra Ponsetto, City of Hastings

DDA Budget 2023/2024 February 7, 2024 Update (thru 01.31.24)					
Account Number	Title	Budget	Year to Date	Projected	Budget 2024/2025
248.100.404.000	Tax Capture	\$ 682,240	\$ 695,713		
248.100.573.000	LCSA Appropriation	\$ 63,000			
248.100.642.000	Sculpture Sales	\$ 5,000			
248.100.642.010	Advertising Sales				
248.100.648.000	Application Fees	\$ 1,000	\$ 300		
248.100.654.000	Electrical Vehicle Station	\$ 250	\$ 127		
248.100.665.000	Interest Earned	\$ 12,000	\$ 35,306		
248.100.672.000	Other Revenue	\$2,700,000			
248.100.674.000	Private Contributions or Donations		\$ -	\$ -	
248.100.675.000	Sponsorships	\$ 500	\$ 600		
Total Revenue		\$3,463,990	\$ 732,046	\$ -	\$ -
248.728.756.000	Repair and Maintenance Supplies				
248.728.766.000	Disposable Technology				
248.728.772.000	Promotion Supplies	\$ 500			
248.728.803.000	Administrative Services	\$ 35,000			
248.728.806.000	Legal Services - Streetscape Bonding	\$ 500	\$ 26,182		
248.728.807.000	Planning Services	\$ 5,000			
248.728.861.000	Transportation (Milage)	\$ 100			
248.728.872.000	Parking SAD	\$ 15,962			
248.728.879.000	Website	\$ 500			
248.728.882.000	Advertising - Social Media	\$ 13,000	\$ 7,200		
248.728.883.000	Advertising - Print	\$ 5,000			
	Michigan Trails Magazine	\$ 736	\$ 812		
	Hastings Reminder - Holiday	\$ 2,000			
	Battle Creek Shopper - Holiday	\$ 750	\$ 410		
	Lowell's Buyers Guide - Holiday	\$ 130	\$ 55		
	J-Ad Summer Fun Guide	\$ 475			
248.728.884.000	Billboards	\$ 9,000	\$ 7,200		
248.728.885.000	Advertising-Radio	\$ 2,000	\$ 1,453	\$ 2,000	
248.728.886.000	Videography	\$ 2,000			
248.728.887.000	Speakers/Performers	\$ 1,000			
248.728.891.000	Licenses and Fees	\$ 250			
248.728.900.000	Printing and Publishing	\$ 6,000			
	J-Ad Dine and Shop Brochures	\$ 700			
	J-Ad (Event Schedules)	\$ 300			
	J-Ad (Roubaix Booklets)	\$ 2,700			
	J-Ad (Farmers Market Brochures)	\$ 1,300		\$ -	
	Progressive Graphics Mag. Calendar	\$ 650			
	Progressive Graphics Rack Cards	\$ 500			
	J-Ad (Downtown Parking Brochures)	\$ 250			
	J-Ad RFP Lot 8		\$ 75		
	Progressive Graphics (Name Badges)		\$ 196		
248.728.906.000	Promotions/Marketing	\$ 1,000			
248.728.907.000	Sponsorship and Donations	\$ 14,500			
	Chamber of Commerce	\$ 2,000	\$ 2,000		
	Summerfest	\$ 1,000			
	Jingle and Mingle	\$ 2,900	\$ 2,900		

Account Number	Title	Budget	Year to Date	Projected	Budget 2024/2025
	Ball Drop	\$ 2,000			
	Farmer's Market	\$ 1,500			
	Gus Macker				
	Barry Roubaix	\$ 2,000			
	Barry Community Foundation	\$ 3,000			
248.728.911.000	Conferences/Trainings	\$ 1,000			
	MFEA	\$ 295			
	Boyne USA	\$ 333			
	Other Training	\$ 800			
248.728.912.000	Meetings	\$ 100			
248.728.915.000	Membership Dues	\$ 600			
	West Michigan Tourist Assoc.	\$ 270	\$ 284		
	MI Festivals and Events	\$ 250			
248.728.918.000	Water/Sewer				
248.728.920.000	Electric		\$ 327		
248.728.926.000	Property Taxes	\$ -			
248.728.929.000	Ground Repair and Maintenance				
248.728.929.010	Snow Plowing and Removal	\$ 5,000			
248.728.930.000	Repair and Maintenance	\$ 100	\$ 1,689		
248.728.940.000	Equipment Fund Rental	\$ 15,000	\$ 421		
248.728.946.000	Engineering (SME) Light Pole Inspect.				
248.728.974.000	Land Improvements (Depreciable)	\$ 3,000,000			
	Plaza(s) Painting		\$ 14,560		
	Parking Lot Imp/Paving Lot 8	\$ 235,000		\$ 235,000	
	Fencing/Screening				
	MC Smith Streetscape Design	\$ 67,137	\$ 25,256	\$ 67,137	
	Streetscape Project		\$ 769,500		
248-728-801-000	Streetscape Bonding Services		\$ 41,100		
	Kendall Electric		\$ 178,711		
	Downtown Street Short Pole Globes				
	Street Light Painting				
	Consort Banner Flags		\$ 138		
248.728.974.010	Land Improvements (Non-Dep)				
	Consumers Energy		\$ 200		
	Consort		\$ 520		
	Sculpture Purchase				
	Spray Plaza Maintenance				
248.728.978.010	Technology - Non Depreciable				
248.728.986.000	Sculpture Rehab				
248.728.991.000	Façade Improvement Grants	\$ 50,000	\$ 2,100		
248.728.992.000	Interest Expense	\$ 110,000			
Total Expenditures		\$ 3,293,112	\$ 1,083,289	\$ 304,137	\$ -

248.728.905.000	Transfer to Other Governments	\$ 452,095			
	Administration	\$ 197,225			
	Spray Plaza Security (EPS)	\$ 1,400			
	MSI	\$ 21,600			
	Speakers and Performers (Buskers)	\$ 1,000			
	J-Ad - Hastings Live	\$ 5,000			
	J-Ad - Sculpture Tour Booklets	\$ 1,500			
	J-Ad Park Booklets	\$ 700			
	TAC Sponsorship	\$ 5,925			
	Water and Sewer - Spray Plaza	\$ 9,900	\$ 7,873		
Total Transfers		\$ 452,095	\$ 7,873	\$ -	\$ -
Account Number	Title	Budget	Year to Date	Projected	Budget 2024/2025
Total	Expenditures and Transfers	\$3,745,207	\$ 1,091,162	\$ 304,137	\$ -
Total Revenue		\$3,463,990	\$ 732,046	\$ -	\$ -
Total Expenditure and Transfers		\$3,745,207	\$ 1,091,162	\$ 304,137	\$ -
Total Net Position		(\$281,217)	(\$359,116)	\$ (304,137)	\$ -
Beginning Fund Balance		\$ 654,056	\$ 654,056	\$ 654,056	
Ending Fund Balance		\$ 372,839	\$294,940	\$ 349,919	\$ -

Façade Improvement Grant 2023/2024 Budget**\$50,000.00**

February 7, 2024

Paid FY 2023/24 To Date (01/31)

109/111 W. State Street - Norm and Carole Barlow - Barlow Florists	12/21/2023	\$2,100.00
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TOTAL DISBURSED

\$2,100.00***Façade Grants Pledged for the 2023/2024 FY Budget***

150/152 W. State Street (Phase II) - Seasonal Grille	1/20/2022	\$4,500.00
112 E. Court Street - Donna and Dave Kensington - Razor's Edge	2/16/2023	\$10,000.00
144 E. State Street - Kevin Anderson	4/20/2023	\$10,000.00
148 E. State Street - Kevin Anderson	4/20/2023	\$10,000.00
228 N. Jefferson - Nathan Winick - River Walk Café	11/16/2023	\$3,550.00
327 N. Broadway - Jackie Elliott- Rental Space	1/18/2024	\$6,170.00
329 N. Broadway - Jackie Elliott - Frozen Spoon	1/18/2024	\$3,910.00

TOTAL PLEDGED

\$48,130.00***Architectural Renderings Pledged for the 2023/2024 FY Budget***

TOTAL PLEDGED FOR ARCHITECTURAL

\$0.00**Total Approved 2023/2024 Budget****\$50,000.00****Total Approved and Disbursed 2023/2024 Projects****\$50,230.00**

Available

(\$230.00)



Thornapple Arts Council

P.O. Box 36
Hastings, Michigan 49058
269-945-2002
thornapplearts.org

January 16, 2024

Patty Woods
Hastings Downtown Development Authority
201 E. State Street
Hastings, MI 49058

Dear Chairperson Woods,

The Thornapple Arts Council is planning several great events with the City of Hastings in fiscal year 2024/2025, and I hope the Hastings Downtown Development Authority continues to find value in supporting our programming.

The Thornapple Arts Council staff and volunteers continue to work closely with the City of Hastings and the Community Development to design, implement and promote successful and valuable programs in Hastings. We have worked, with the help of the city's Community Development staff, to diversify funding for our programs. I have included below our annual support request:

Public Art Display	\$1,500
Jazz Festival	\$2,500
Hastings Live	\$4,000
TOTAL	\$8,000

The amounts reflected cover portions of the programs for expenses such as advertising, direct mailing, printing, artist expense and music. The Thornapple Arts Council covers the administrative costs to bring these programs to fruition in downtown Hastings. I am happy to report that thanks to last year's contribution toward a public art display, we were able to work with Miller Real Estate to bring Painter's Alley to fruition, and it has been a very popular addition to downtown!

Your financial support has truly made this possible for much of the cultural programming in downtown Hastings. Please let me know if I can provide any support materials. Thank you in advance for your time and consideration.

Sincerely,

Megan Lavell
Executive Director
Thornapple Arts Council

BARRY EXPO CENTER

1350 N. M-37 Hwy., Hastings, MI 49058

Phone 269-945-2224 Fax 269-945-3644

email: barrycountyfair@yahoo.com Web: barryexpocenter.com

Office Hours: Monday – Friday 9:00 a.m. – 1:00 p.m.

Date

2-6-23

SPACE RENTAL CONTRACT, CONCESSIONS

This agreement, made and entered into as dated above, by and between the BARRY COUNTY AGRICULTURAL SOCIETY, also known as the BARRY COUNTY FAIR, 1350 N. M-37 HWY., Hastings, MI 49058, the Lessor and

Name: Municipalities, the Lessee Email: dking@hastingsmi.org

Address: 201 E. State St Hastings MI 49058

Home Phone: 945-2468 Cell: Tax ID#:

Lessor hereby grants and leases to said Lessee certain rights, privileges, and space during the period of the BARRY COUNTY FAIR, 7/15/24 - 7/20/24, to conduct, operate, or sell upon said premises, and business and articles as are set out below and no other, Privilege granted under this contract gives the Lessee permission to conduct, operate or sell:

and for no other purpose.

Check, Cash or Credit Card accepted

Visa or Mastercard # EXP. 3 Digit Code

Location = ☐ Outside ☒ Inside Size of space = 20 ft. x 10 ft.

For the rights and privileges of said space herein granted; the Lessee agrees to pay to the Lessor the sum of \$ 440-, which is due and payable by June 1 preceding the Fair.

ELECTRICAL NEEDS (See attached form) Check one if applicable:

☒ Inside concession, electric included. ☐ Outdoor electric is not needed.

☐ Outside concession needing electric.

Stock Trucks or trailers \$20.00

Direct Hook-up \$40.00

\$.50 per amp for 110 volts

\$1.00 per amp for 220 volts

Electric Amount Due:

CAMPING SITES NEEDED:

Sites will be needed for the week @ \$ per site, additional to above costs. By signing this contract both parties agree to abide by all rules/regulations as stated in this 2-page contract. Lessee agrees to return white copy of both pages of contract, electrical form (if applicable) and total amount due before June 1st.

Tammy Redman
B.C.A.S. Representative, Lessor

Date

2-6-24

Lessee's Signature

Date



2024 Fair Vendors,

Fair will be here before we know it. We are busy sending out contracts and filling spaces for the 2024 Barry County Fair.

In the space below, we are letting you know the amount of the deposit you left during the 2023 fair for 2024, also your balance and if we still need your insurance information. **You need liability insurance for at least \$300,000 with the Barry County Agricultural Society listed as an additional insured for the dates of fair. This information can be faxed (269)945-3644 or emailed to barrycountyfair@yahoo.com**

Included is the set-up schedule. The hours the Expo Building will be open during fair are Monday-Thursday 11am-10pm, Friday and Saturday 11am-11pm.

Also included is your contract. Please fill out any missing information and return with a deposit/payment as soon as possible.

Please have finale payments made by June 1st, 2024, to the Barry Expo or Barry County Fair.

Thank you for being a part of the 171st Annual Barry County Fair.

DEPOSIT FOR 2024 0

BALANCE DUE 440 -

INSURANCE NEEDED ✓ yes

BARRY COUNTY FAIR

2024

CHECK-IN HOURS

NO EARLY CHECK-INS

CHECK IN HOURS:

FRIDAY JULY 12 TH , 2024	3:00 PM -6:00 PM
SATURDAY JULY 13 TH , 2024	10:00 AM-4:00 PM
SUNDAY, JULY 16 th , 2024	10:00 AM-6:00 PM

IT IS REQUIRED THAT YOU CHECK IN TO THE FAIR OFFICE PRIOR TO SET UP

THERE WILL BE AN ADDITIONAL FEE FOR ANYONE WHO PLANS TO OPEN FOR BUSINESS BEFORE MONDAY.

important VENDORS THAT ARE NOT SET UP BY 10:00 AM JULY 15TH, 2024 WILL FORFEIT THEIR SPOT AND THERE WILL BE NO REFUNDS.

ANY QUESTIONS PLEASE CALL BARRY COUNTY FAIR OFFICE (269)945-2224 OR EMAIL barrycountyfair@yahoo.com

Rules and Regulations Governing Concessions at the Barry County Fair

1. **In the event that all payments agreed to in this contract are not made in full by JUNE 1 preceding the fair, this contract will be rendered null and void; and all rights and privileges herein granted will be terminated, and payment previously made will be retained by the Lessor.**
2. No part of the space covered by this contract may be used or occupied by any other party or reassigned or sublet by the Lessee.
3. Lessee shall maintain general liability coverage including products liability in an amount not less than \$300,000 for bodily injury and property damage. The **BARRY COUNTY AGRICULTURAL SOCIETY** shall be named as additional insured on the policy. **Evidence of this coverage must be provided to Lessor on a Certificate of Insurance by JUNE 1 preceding the fair.**
4. Lessee must check-in prior to set up. Lessee must be open for business by 11:00 am on the first Monday. Space not assigned and not occupied by this time, as well as all fees previously paid, will be forfeited.
5. The Lessee agrees that all property brought onto the premises of the Lessor shall be at the sole risk of the Lessee; and the Lessor shall not be liable to the Lessee, or to any other person, for injury, loss or damage to the property or to any person on the premises by Lessee, and said Lessee further agrees to carry insurance for such purposes in an amount and manner as Lessee shall deem satisfactory to himself/herself.
6. All buildings, stands, tents or other enclosures which the Lessee proposed to erect must first have the approval of the Lessor. All stands and buildings must be neat in appearance and any structure put up not complying with the rules may be ordered removed and contract forfeited as Lessor may elect. All advertising signs, banners, show cars, etc., must be neatly arranged and of size approved by Lessor. The practice of completely covering outside walls with signs, or use of metal/wooden signs, as part of the construction of said enclosure will not be permitted.
7. Lessees and their help must be clean, neat and tidy in their dress. Persons found working at any concession not complying with this regulation may be ordered off the premises.
8. **Two weekly transferable passes per contract will be issued. Additional passes are available for purchase.** The transfer of passes is the sole responsibility of the Lessee and their employees or volunteers.
9. The Lessee has the right to remove any exhibitor/concessionaire exhibiting items which are obscene or offend the moral standards of the community.
10. **Lessee shall not close or remove their display before 11:00 pm on the last Saturday of the Fair.**
11. **The exhibit building will be open and booths must be manned from 11:00 am to 10:00 pm Monday thru Thursday. Friday and Saturday the booths are to be open from 11:00 am to 11:00 pm.**
12. All trash must be put in proper receptacles located throughout the grounds as indicated on map. All space must be maintained in an orderly fashion by removing refuse. Concessionaires must not throw any refuse or empty any water or other fluids on the ground or in the streets. Violation of this rule will cause concession to be closed and forfeiture of all fees paid.
13. The Lessee agrees to leave the premises and property covered by this contract in the same condition as when he/she takes possession.
14. No exhibitor shall make such noise in connection with his/her place of business or exhibit as to interfere with neighboring exhibitors. Each concessionaire must confine his/her business to the space assigned. Failure to do so will subject him/her to forfeiture of his/her contract without reimbursement.
15. All grounds leases or space contracts, unless otherwise specified, will expire with the closure of the fair each year; and all buildings, frames, booths, material used, etc., must be removed by the Monday following the fair, otherwise they will become the property of the Lessor.
16. All deliveries of food, soft drinks, or other merchandise or service to be made during the fair, by vehicle, must be made before 10:00 am each day. A supply of ice will be available for purchase all week on the grounds.
17. All concessionaires will clearly post pricing for all goods and services sold or provided.
18. Fair electricians are the only ones authorized to connect/disconnect electrical services. Any electrical needs not requested on form included with contract and/or not reported to fair office for electrician to connect will be charged double. If there is a second occurrence, your concession contract will be voided. Electrical needs will be monitored throughout the week of the fair by an appointed person and reported back to the Board.
19. **No alcohol permitted on the grounds. Pools are prohibited on the grounds. Balloons of any nature are not permitted on the grounds. Dogs/Pets are permitted in the concessionaire's campground only. All animals must be leashed or in a cage at all times.**
20. Stock trucks must be parked in designated area near grandstands. Additional electrical fee applies to these trucks.
21. A violation of any of the terms and stipulations of this contract shall cause the full amount of contract to become due, and will cause the revocation and forfeiture of all rights & privileges herein granted to the Lessee, in which event all sums paid shall become the property of the Lessor. The Lessor shall place a lien upon all property being kept, used, or situated upon leased premises of the Lessor, whether such property be exempt or not for any unpaid rents & damages sustained by breach of contract by said Lessee.
22. Lessee agrees to operate and conduct the privilege herein granted in strict conformity to the City, State and Federal Laws and the rules and regulations of the Lessor. All of the rules, regulations and conditions set forth and printed on this contract are hereby accepted by both parties as an integral part of this contract.


Signature of Lessor

Signature of Lessee