

HASTINGS DOWNTOWN DEVELOPMENT AUTHORITY

May 18, 2023 Meeting - Communication

To: DDA Members and Staff
From: Dan King
Date: May 11, 2023,
Subject: Information Regarding May 18, 2023 Meeting of DDA

The next meeting of the Hastings DDA is scheduled for **8:00 a.m.** on **Thursday May 18th** in the Council Chambers, second floor of City Hall.

5. Financial Statement and Budget Review

Budget data has been updated through April 30, 2023. Budgeted line-item totals approved by City Council at the May 8th Council meeting have been added to the spreadsheet. You will notice that \$2,700,000 has been added to FY 23/24 as other income which reflects the anticipated bond proceeds. Capital improvements reflected in the budget total \$3,000,000. The large improvements include the streetscape project as well as the redesign and construction of Lot 8. Lot 8 is currently under redesign and will be presented to the DDA upon design completion.

6. Façade and BEIG Update

The façade grant spreadsheet has been updated through March 31, 2023.

8. Old Business

A. We will provide a streetscape progress update.

9. New Business

- A. Per PA 57 of 2018, the DDA is required to hold two informational meetings annually. We request to schedule the first informational meeting at the June 15, 2023 meeting.
- B. Per the direction of the DDA, staff issued an RFP for billboard and digital marketing services for fiscal year 2023/2024. Staff received two RFPs, one from Outfront Media and one from Keller Media Outdoor Advertising. Staff recommends continuing the relationship with Outfront Media due to the significant cost differential as well as the high level of customer service experience with Outfront Media.

Please let us know if you are unable to attend the meeting. See you on the 18th!

HASTINGS DOWNTOWN DEVELOPMENT AUTHORITY AGENDA

Meeting Thursday May 18, 2023

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 April 20, 2023 Meeting
5. Receive Financial Statements & Budget Review
6. Façade and BEIG update
7. Open Public Discussion and Comments
8. Old Business:
 - A. Receive Progress Update on Streetscape Project.
9. New Business
 - A. Consider Setting First PA 57 of 2018 Informational Meeting for June 15, 2023.
 - B. Review and Consider Billboard and Digital Marketing for Fiscal Year 2023/2024.
10. DDA member comments
11. Open Public Discussion and Comments
12. Adjourn

City of Hastings
Downtown Development Authority
DRAFT Meeting Minutes

April 20, 2023

1. Meeting Call to Order and Roll Call—

The meeting was called to order at 8:06 a.m. by Woods

Roll Call –

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

Absent: Albrecht, Bolthouse, Wiswell

City Staff and Appointees: King, Merrick, Moyer-Cale,

Others Present: None

2. Pledge to the Flag

Bolthouse joined the meeting at 8:07 a.m.

Albrecht joined the meeting at 8:10 a.m.

3. Approval/Additions/Deletions to Agenda

Woods added the resolution to authorize issuance of bonds for the streetscape project under new business item 9.E.

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

All ayes, motion carried

4. Approval of Minutes –

Motion by Baker, second by Hatfield, to approve the minutes as presented

All ayes, motion carried

5. Financial Statements & Budget for Review –

King said budget data has been updated through March 31, 2023. City staff continues to work on the FY 23/24 budget. King stated the City Council will have a budget workshop on Monday April 24th at 6:00 p.m.

6. Façade and BEIG Update-

King said there were no changes to the façade spreadsheet. King stated that the BEIG loan for Leonard with a current balance of \$5,645.15 is in default. The owner of the property has passed away and the spouse of the deceased has listed the property with Miller Real Estate. King voiced his concerns that the property may not sell for sufficient funds to pay the BEIG loan balance. King will provide future updates.

7. Open Public Comment and Discussion – None

8. Old Business-

A. Receive Progress Update on Streetscape Project

King updated the progress on the streetscape project. Moyer-Cale provided samples of the brick pavers and accent brick. The board requested a colorized rendering of the streetscape once the design is completed.

9. New Business

A. Sculpture Rehabilitation Budgeted Expenditure Information

King and Merrick outlined the sculptures that have been selected for rehabilitation. The cost of the rehabilitation for the sculptures selected is under the established budget of \$5,000. Staff has submitted a purchase order for rehabilitation work.

B. Review and Consider Façade Grant Request for 144 East State Street in the Total Amount of \$11,000.00.

Motion by Hatfield, second by Button to approve the façade grant as requested.

Roll Call:

Ayes: Albrecht, Baker, Bolthouse, Button, Hatfield, Tossava, Ulberg, Woods

Nays: None

Motion Carried.

C. Review and Consider Façade Grant Request for 148 East State Street in the Total Amount of \$11,000.00.

Motion by Tossava, second by Hatfield to approve the façade grant as requested.

Roll call:

Ayes: Albrecht, Baker, Bolthouse, Button, Hatfield, Tossava, Ulberg, Woods

Nays: None

Motion Carried

D. Review and Consider Resolution Authorizing Issuance of Bonds for the Streetscape Project

Moyer-Cale and King explained the necessity of adopting a resolution authorizing the issuance of bonding for the streetscape project.

Motion by Button, second by Tossava to adopt the resolution to authorize bond issuance for streetscape funding.

Roll Call

Ayes: Ayes: Albrecht, Baker, Bolthouse, Button, Hatfield, Tossava, Ulberg, Woods

Nays: None

Motion Carried

E. Discuss Holiday Street Decorations

King stated that the current inventory of holiday decorations is nearing the end of useful life. King recommended the board consider exploring options for replacing the decorations. The board discussed inviting a representative from Bronner's to explain options and pricing. Board members may also organize a site visit to Bronner's to review options and pricing.

10. DDA Member Comment –

King updated the board on the alleyway next to Baker law that was considered 10 years ago to be opened and enhanced with wayfinding and artistic concepts. King stated that the property owner at Baker Law was seeking substantial compensation for an easement to the property that would increase costs up and above the \$5,000 grant that was available.

11. Open Public Comment and Discussion –

None

12. Adjournment

Motion by Button, second by Tossava, to adjourn

All ayes, motion carried

Meeting adjourned at 9:05 a.m.

Patty Woods, Chair

Deb Button, Secretary

Prepared by: Dan King, City of Hastings

DDA Budget 2022/2023 May 11, 2023 Update (thru 04.30.23)					
Account Number	Title	Budget	Year to Date	Projected	Approved 2023/2024
248.100.404.000	Tax Capture	\$ 656,000	\$ 659,355	\$ 659,355	\$ 682,240
248.100.573.000	LCSA Appropriation	\$ 40,000	\$ 60,282	\$ 60,282	\$ 63,000
248.100.642.000	Sculpture Sales	\$ 5,000	\$ 500	\$ 500	\$ 5,000
248.100.642.010	Advertising Sales	\$ -	\$ -	\$ -	
248.100.648.000	Application Fees	\$ 1,000	\$ 680	\$ 900	\$ 1,000
248.100.654.000	Electrical Vehicle Station	\$ 175	\$ 339	\$ 400	\$ 250
248.100.665.000	Interest Earned	\$ 25	\$ 3,584	\$ 3,584	\$ 12,000
248.100.672.000	Other Revenue				\$ 2,700,000
248.100.674.000	Private Contributions or Donations		\$ -	\$ -	
248.100.675.000	Sponsorships	\$ 1,000	\$ 500	\$ 700	\$ 500
Total Revenue		\$ 703,200	\$ 725,240	\$ 725,721	\$ 3,463,990
248.728.756.000	Repair and Maintenance Supplies				
248.728.766.000	Disposable Technology		\$ 7	\$ 7	
248.728.772.000	Promotion Supplies	\$ 2,000	\$ 393	\$ 600	\$ 500
248.728.803.000	Administrative Services	\$ 35,000		\$ 35,000	\$ 35,000
248.728.806.000	Legal Services	\$ 3,500	\$ 602	\$ 500	\$ 500
248.728.807.000	Planning Services	\$ 10,000	\$ 3,232	\$ 5,000	\$ 5,000
248.728.861.000	Transportation (Milage)	\$ 100		\$ 200	\$ 100
248.728.872.000	Parking SAD	\$ 15,962		\$ 15,962	\$ 15,962
248.728.879.000	Website	\$ 1,500		\$ 500	\$ 500
248.728.882.000	Advertising - Social Media	\$ 13,000	\$ 11,435	\$ 12,000	\$ 13,000
248.728.883.000	Advertising - Print	\$ 5,000			\$ 5,000
	Michigan Trails Magazine	\$ 736	\$ 812	\$ 812	\$ 736
	Hastings Reminder - Holiday	\$ 2,000	\$ 2,080	\$ 2,080	\$ 2,000
	Battle Creek Shopper - Holiday	\$ 750	\$ 751	\$ 751	\$ 750
	Lowell's Buyers Guide - Holiday	\$ 130	\$ 110	\$ 110	\$ 130
	J-Ad Summer Fun Guide	\$ 475		\$ 475	\$ 475
248.728.884.000	Billboards	\$ 9,000	\$ 8,410	\$ 9,000	\$ 9,000
248.728.885.000	Advertising-Radio	\$ 2,000	\$ 1,326	\$ 2,000	\$ 2,000
248.728.886.000	Videography	\$ 6,000			\$ 2,000
248.728.887.000	Speakers/Performers				\$ 1,000
248.728.891.000	Licenses and Fees	\$ 250		\$ 250	\$ 250
248.728.900.000	Printing and Publishing	\$ 5,900			\$ 6,000
	J-Ad Dine and Shop Brochures	\$ 700	\$ 729	\$ 729	\$ 700
	J-Ad (Event Schedules)	\$ 300	\$ 258	\$ 298	\$ 300
	J-Ad (Roubaix Booklets)	\$ 2,700		\$ 2,700	\$ 2,700
	J-Ad (Farmers Market Brochures)	\$ 1,300		\$ -	\$ 1,300
	Progressive Graphics Mag. Calendar	\$ 650	\$ 709	\$ 709	\$ 650
	Progressive Graphics Rack Cards	\$ 500	\$ 34	\$ 500	\$ 500
	J-Ad (Downtown Parking Brochures)	\$ 250	\$ 298	\$ 298	\$ 250
	J-Ad RFP-Snow, Bond, etc publishing		\$ 573	\$ 573	
248.728.902.000	Newsletter	\$ 2,000			\$ -
248.728.906.000	Promotions/Marketing	\$ 1,000	\$ 587	\$ 500	\$ 1,000
248.728.907.000	Sponsorship and Donations	\$ 14,575			\$ 14,500
	Chamber of Commerce	\$ 2,000			\$ 2,000
	Summerfest	\$ 1,000			\$ 1,000

Account Number	Title	Budget	Year to Date	Projected	Approved 2023/2024
	Jingle and Mingle	\$ 2,900	\$ 2,900	\$ 2,900	\$ 2,900
	Ball Drop	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
	Farmer's Market	\$ 1,500		\$ -	\$ 1,500
	Gus Macker				
	Barry Roubaix	\$ 2,000		\$ 2,000	\$ 2,000
	Barry Community Foundation	\$ 3,000			\$ 3,000
248.728.911.000	Conferences/Trainings	\$ 1,450			\$ 1,000
	MFEA	\$ 295		\$ 295	\$ 295
	Boyne USA	\$ 333		\$ 333	\$ 333
	Other Training	\$ 800		\$ 800	\$ 800
248.728.912.000	Meetings	\$ 100	\$ 50	\$ 100	\$ 100
248.728.915.000	Membership Dues	\$ 600			\$ 600
	West Michigan Tourist Assoc.	\$ 270	\$ 284	\$ 284	\$ 270
	MI Festivals and Events	\$ 250		\$ 250	\$ 250
248.728.918.000	Water/Sewer		\$ 8,087		
248.728.920.000	Electric		\$ 496	\$ 600	
248.728.926.000	Property Taxes	\$ -			\$ -
248.728.929.000	Ground Repair and Maintenance		\$ 14	\$ 14	
248.728.929.010	Snow Plowing and Removal	\$ 20,000			\$ 5,000
248.728.930.000	Repair and Maintenance	\$ 100			\$ 100
248.728.940.000	Equipment Fund Rental		\$ 2,164		\$ 15,000
248.728.946.000	Engineering (SME) Light Pole Inspect.		\$ 19,800	\$ 19,800	
248.728.974.000	Land Improvements (Depreciable)	\$ 174,450			\$ 3,000,000
	Doornbos - Signs -Plaza/Welcome				
	Tree Grates/Vaults Repair				
	Parking Lot Imp/Paving	\$ 174,450	\$ 110,384	\$ 110,384	\$ 174,450
	Fencing/Screening				
	Lighting conduit/Switching and Panels				
	Streetscape Project				\$ 2,609,680
	Downtown Street Short Pole Globes				
	Street Light Painting				
	Consort 6 Banner Flags				
248.728.974.010	Land Improvements (Non-Dep)				
	Lighting and Bollards				
	Lighting- Paint				
	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	\$ 28,758		\$ 50,000
248.728.992.000	Interest Expense				\$ 110,000
Total Expenditures		\$ 373,487	\$ 206,710	\$ 210,941	\$ 3,293,112
248.728.905.000	Transfer to Other Governments	\$ 256,320			\$ 452,095
	Administration	\$ 197,225			\$ 197,225
	Spray Plaza Security (EPS)	\$ 1,400			\$ 1,400
	MSI	\$ 21,600			\$ 21,600
	Speakers and Performers (Buskers)	\$ 1,000			\$ 1,000
	J-Ad - Hastings Live	\$ 5,000			\$ 5,000
	J-Ad - Sculpture Tour Booklets	\$ 1,500			\$ 1,500
	J-Ad Park Booklets	\$ 700			\$ 700
	TAC Sponsorship	\$ 5,925			\$ 5,925
	Water and Sewer - Spray Plaza	\$ 9,900			\$ 9,900

Total Transfers		\$ 256,320	\$ -	\$ -	\$ 452,095
Account Number	Title	Budget	Year to Date	Projected	Approved 2023/2024
Total	Expenditures and Transfers	\$ 629,807	\$ 206,710	\$ 210,941	\$ 3,745,207
Total Revenue		\$ 703,200	\$ 725,240	\$ 725,721	\$ 3,463,990
Total Expenditure and Transfers		\$ 629,807	\$ 206,710	\$ 210,941	\$ 3,745,207
Total Net Position		\$ 73,393	\$518,530	\$ 514,780	\$ (281,217)
Beginning Fund Balance		\$ 239,556	\$ 487,444	\$ 291,791	\$ 487,444
Ending Fund Balance		\$ 312,949	\$1,005,974	\$ 806,571	\$ 206,227

Façade Improvement Grant 2022/2023 Budget**\$50,000.00**

May 11, 2023

Paid FY 2022/23 To Date (01/31)

228 N. Jefferson Street - Nathan Winick Hastings Riverwalk Café	7/26/2022	\$5,000.00
135 E. State Street - Ortwein International	9/21/2022	\$3,910.00
109 E. State Street - Tim and Tracey Baker - At Home Real Estate	10/17/2022	\$5,000.00
760 W. State Street, Suite C - B2 Outlets	9/16/2022	\$10,000.00
760 W. State Street, Suite C - B2 Outlets - Architectural Rendering	9/16/2022	\$1,000.00
205 S. Jefferson Street - Terri and Philip O'Connell - Gallery Suites	10/20/2022	\$3,847.50

TOTAL DISBURSED

\$28,757.50***Façade Grants Pledged for the 2022/2023 FY Budget***

110 W. State Street (Front Façade) - Tom Kramer	11/21/2019	\$5,000.00
150/152 W. State Street (Phase II) - Seasonal Grille	1/20/2022	\$4,500.00
107 E. State Street - Tim and Tracy Baker - At Home Real Estate	6/16/2022	\$5,000.00
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

TOTAL PLEDGED

\$44,500.00***Architectural Renderings Pledged for the 2022/2023 FY Budget***

110 W. State Street (Front Façade) - Tom Kramer	11/21/2019	\$500.00
112 E. Court Street - Donna and Dave Kensington - Razor's Edge	2/16/2023	\$1,000.00
144 E. State Street - Kevin Anderson	4/20/2023	\$1,000.00
148 E. State Street - Kevin Anderson	4/20/2023	\$1,000.00
TOTAL PLEDGED FOR ARCHITECTURAL		\$3,500.00

Total Approved 2022/2023 Budget**\$50,000.00****Total Approved and Disbursed 2022/2023 Projects****\$76,757.50**

Available

(\$26,757.50)

ENGINEERING ESTIMATE
City of Hastings Streetscape Improvements

TO: Travis Tate, Director of Public Works
City of Hastings
201 E State Street
Hastings, Mi 49058

The undersigned bidder has carefully examined the plans and specifications for the construction of the City of Hastings Streetscapes Improvements, as prepared by M. C. Smith Associates and Architectural Group, Inc. and, having carefully examined the site and completely familiarized himself with local conditions affecting the cost of the work; hereby states that he will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specifications and drawings; and will accept as full and complete payment therefore the Lump Sum Bid Amount Which Is The Summation Of The Cost Of The Items Of Work And Must Be Equal To The Summation Of The Extension Of The Unit Prices in the amount of :

_____ Dollars

and _____ Cents (\$ _____)

This is not a unit price contract. The following unit prices will be utilized to assess bids, revise contract amounts, and develop change orders. Bidders must provide unit prices for every bid item at the time the bid is submitted. The Base Bid amount must be equal to the summation of the extension of all unit prices; Items 1 through 59. Bids which are incomplete or inaccurate will be subject to disqualification.

Bidders shall immediately notify the Landscape Architect of any perceived errors, omissions or discrepancy in the bid item quantities so they and other bidders can be advised of an acceptable bid procedure. This is a Lump Sum Bid. The base bid as submitted is for complete construction as shown by the plans, details and specifications.

The bidder agrees to reduce or add to the amount of the Base Bid under this proposal for any items deleted or added in accordance with the following unit prices. These unit prices shall include overhead and profit for each associated work item.

GENERAL CONDITIONS

Item No.	Description	Qty	Unit *	Installed Unit Price	Unit Total
1.	Mobilization and maintaining traffic complete.	1	LS	\$40,000	\$40,000
2.	The cost of project related bonds and insurance.	1	LS	\$12,000	\$12,000
3.	All layout and staking of site work elements complete.	1	LS	\$15,000	\$15,000
4.	General conditions: management, overhead and profit. Unit price shall be equal to 5% of the total base bid.	1	LS	\$128,600	\$128,600

SITE PREPARATION AND REMOVALS

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
5.	Site Preparation and Grading including Soil Erosion, Sedimentation Control and all other work shown on the plans but not otherwise listed below.	17,794	SY	\$3.00	\$53,382.00
6.	Remove Existing Site Amenities including Bike Racks, Waste Receptacles, and Benches as per plans and specifications	30	EA	\$100.00	\$3,000.00
7.	Sawcut and Remove Existing Bituminous Paving Complete as per plans and specifications	309	SY	\$4.00	\$1236.00
8.	Sawcut and Remove Concrete Paving and Brick Pavers complete as per plans and specifications	44,467	SF	\$2.00	\$88,934.00
9.	Sawcut and Remove Colored Concrete Crosswalks complete as per plans and specifications	7,192	SF	\$2.00	\$13,086.00
10.	Sawcut and Remove Curb and Gutter and Valley Gutter complete as per plans and specifications	1,011	LF	\$2.00	\$2,022.00
11.	Remove Existing Banner and Light poles, fixtures and bases complete per plans and specifications.	70	EA	\$500.00	\$35,000.00
12.	Remove Existing Brick Walls Complete as per plans and specifications	89	LF	\$100.00	\$8,900.00
13.	Remove Existing Trees and Grates Complete as per plans and specifications	27	EA	\$500.00	\$13,500.00
14.	Repaint Existing Bollards, Over the Street Banner Poles and Strain Poles Complete as per plans and specifications	1	LS	\$5,000.00	\$5,000.00
15.	Tuckpoint and Clean Brick Walls as per plans and specifications (Square Face Foot)	720	SFF	\$40.00	\$57,600.00

GENERAL SITE IMPROVEMENTS

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
16.	Furnish and install sealcoat and striping as per detail () on sheet () and per plans and specifications	21,519	SF	2.00	\$43,038.00
17.	Furnish and install Bituminous Patch complete as per detail on sheet () on sheet () and as per plans and specifications	700	SY	\$60.00	\$42,000.00
18.	Furnish and install 4" Concrete paving per detail no. () on sheet () and per plans and specifications.	25,052	SF	\$7.50	\$187,890.00
19.	Furnish and install 6" Concrete paving per detail no. () on sheet () and per plans and specifications	1,230	SF	\$10.00	\$9,080.0 0
20.	Furnish and install 4" Colored Concrete as per detail no. () on sheet () and per plans and specifications	4,095	SF	\$13.00	\$53,235
21.	Furnish and install 6" Colored Concrete Crosswalks including Concrete band as per detail no. () on sheet () and per plans and specifications	7,078	SF	\$15.00	\$106,170
22.	Furnish and install Exposed Aggregate Paving as per detail () on sheet () and per plans and specifications	10,460	SF	\$15.00	\$156,900.00
23.	Furnish and install Concrete Sculpture Pedestals as per detail () on sheet () and per plans and specifications	244	SF	\$20.00	\$4,880.00
24.	Furnish and install Concrete Curb and Gutter per detail () on sheet () and per plans and specifications	732	LF	\$40.00	\$29,280.00
25.	Furnish and install Planter Curb as per detail no. () on sheet () and per plans and specifications	420	LF	\$40.00	\$16,800.00
26.	Furnish and install Tree Grates as per detail () on sheet () and per plans and specifications	12	EA	\$1,200.00	\$14,400.00
27.	Furnish and install Tree Pit as per detail no. () on sheet () and per plans and specifications. Note soil mix is provided by owner.	38	EA	\$900.00	\$34,200.00
28.	Furnish and install Duralast Detectable Warning Plate as per detail () on sheet () and per plans and specifications	636	SF	\$80.00	\$50,880.00
29.	Furnish and install Holland Stone Pavers as per detail () on sheet () and per plans and specifications	4,781	SF	\$35.00	\$167,335.00
30.	Furnish and install Nordic Cobble Pavers as per detail () on sheet () and per plans and specifications	645	SF	\$35.00	\$22,575.00

GENERAL SITE IMPROVEMENTS CONTINUED

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
31.	Furnish and install Brick Walls as per detail () on sheet () and per plans and specifications	332	LF	\$350.00	\$21,000.00

LIGHTING AND ELECTRICAL

32.	Furnish and install Light A AAL 14' Single Site Lights with Plant Holders including fixture, base and all electrical connections as per detail () on sheet and per plans and specifications	26	EA	\$5,127.00	\$135,302.00
33.	Furnish and install Light B AAL 20' Offset Single Site Lights with Double Banner Arms including fixture, base and all electrical connections as per detail () on sheet and per plans and specifications	12	EA	\$7,611.00	\$91,332.00
34.	Furnish and install 240' Black 14AWG Commercial String Lights as per plans and specifications	4	EA	\$9,725.00	\$38,900.00
35.	Furnish and install all Electrical Complete including lighting control panel, connections and distribution as per plan sheets () and specifications	3,125	LF	\$25.00	\$78,125.00

SITE STRUCTURES/AMENITIES

36.	Furnish and install Outdoor Fireplace including gas connections as per detail () on sheet () and per plans and specifications	1	LS	\$45,000.00	\$45,000.00
37.	Furnish and install Entry Monument Feature as per detail () on sheet () and per plans and specifications	4	EA	\$20,000.00	\$80,000.00
38.	Furnish and install 2' x 6' Planters with pedestal, soil and irrigation as per detail () on sheet () and per plans and specifications	16	EA	\$2,900.00	\$46,400.00
39.	Furnish and install 4' Diameter Planters with concrete pedestal, soil and irrigation as per detail () on sheet () and per plans and specifications	43	EA	\$2,235.00	\$96,105.00
40.	Furnish and Install Swing Bench as per detail () on sheet () and per plans and specifications	2	EA	\$15,000.00	\$30,000.00

SITE STRUCTURES/AMENITIES (CONTINUED)

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
41.	Furnish and install Shade Structure as per detail () on sheet () and per plans and specifications	1	EA	\$30,000.00	\$30,000.00
42.	Furnish and install Landscape Forms 36" Cantena () Table as per detail () on sheet () and per plans and specifications	9	EA	\$1,518.00	\$13,662
43.	Furnish and install Landscape Forms 21 Chair with arms as per detail () on sheet () and per plans and specifications	18	EA	\$610.00	\$10,980
44.	Furnish and install Landscape Forms 21 Chair without arms as per detail () on sheet () and per plans and specifications	18	EA	\$590.00	\$10,620
45.	Furnish and install Landscape Forms 36" Chipman Round Standing Tables as per detail () on sheet () and per plans and specifications	2	EA	\$1,633.00	\$3,266
46.	Furnish and install Landscape Forms Chipman (Chairs as per detail () on sheet () and per plans and specifications	8	EA	\$830.00	\$6,640
47.	Furnish and Install Scarborough Dual Litter/Recycle Receptacles as per detail () on sheet () and per plans and specifications	12	EA	\$2,200.00	\$26,400.00
48.	Furnish and Install Dumor 165-60PL Benches as per detail () on sheet () and pre plans and specifications	2	EA	\$2,500.00	\$5,000.00
49.	Furnish and Install Cycle Safe Classic U Rack Bike Racks as per detail () on sheet () and per plans and specifications	5	EA	\$375.00	\$2,250.00
50.	Furnish and Install Reliance Foundry R-7585 Bollards as per detail () on sheet () and per plan and specifications	16	EA	\$1,450.00	\$23,200.00
51.	Furnish and install Barrier Free, Stop and Yield to Pedestrian Signs as per plans and specifications	30	EA	\$1,000.00	\$30,000.00
52.	Furnish and install Street Signs Poles as per detail () on sheet () and per plans and specifications	12	EA	\$500.00	\$6,000.00

SITE DRAINAGE

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
53.	Furnish and Install Trench Drain Cover as per detail () on sheet () and per plans and specifications	152	LF	\$130.00	\$19,760.00

IRRIGATION

54.	Furnish and install Irrigation System Complete as including hanging basket as per sheet () and per plans and specifications	1	LS	\$75,000.00	\$75,000.00
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LANDSCAPE IMPROVEMENTS

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
55.	Furnish and install perennial plantings as per detail () on sheet and pre plans and specifications	654	SF	\$45.00	\$29,430.00

LANDSCAPE PLANT MATERIALS

Furnish and install the following landscape plant material, complete as per details () and () on sheet ()
Deciduous Canopy Trees (Balled and Burlap)

Item No.	Botanical Name Common Name	Qty.	Min. Size/ Unit	Installed Unit Price	Unit Total
56.	Ginko Biloba Ginka	8	2 1/2" Cal	\$700.00	\$5,600.00
57.	Nyssa Sylvatica Black Gum	7	2 1/2" Cal	\$700.00	\$4,900.00
58.	Syringa Reticulata Japanese Tree Lilac	10	2 1/2" Cal	\$700.00	\$7000.00
59.	Zelkova Serrata 'Green Vase' Japanese Zelkova	16	2 1/2" Cal	\$700.00	\$11,200.00
Total Base Bid					\$2,572,004.00
Construction Contingency					\$ 257,200.40
Professional Fees					\$ 220,000.00
Total Construction Cost					\$3,049,204.40

***Unit Descriptions**

LS = Lump Sum LF = Lineal Feet SF = Square Feet
 SY = Square Yard CY = Cubic Yard EA = Each
 HT = Height SFF = Square Face Feet

City of Hastings DDA Outdoor Media Bid Tab

Keller Media Consulting

- Digital Media Plan Option 1 \$54,995.00
- Digital Media Plan Option 2 \$106,460.00

Outfront Media

- Digital and Poster Displays \$23,400.00

ADVERTISER AGREEMENT



CONTRACT NO.: 3652661

DATE: 05/02/23

OUTFRONT Media
1355 Century Avenue S.W.
Grand Rapids, MI 49503
(616) 452-3171
(616) 452-3350

ADVERTISER: City of Hastings

CLIENT SUPPLIES PRODUCTION: No

BRAND:

ACCOUNT EXECUTIVE: Stephen Arnest (A48)

CAMPAIGN:

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Advertiser Bill-To# 1140274

City of Hastings
201 E. State St.
Hastings, MI 49058
269-945-2468
Attn: Dan King

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient coverage Copy and posting instructions.
See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.

Market	Media/Location(s)	Configured Spots***	Size	GRP/IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Grand Rapids Posters	Posters/General Coverage	NA	10'5 x 22'8	UNIT	1	07/03/23-06/30/24	13.00	4W	\$800.00
Grand Rapids, MI	Mobile Ads	NA		PACKAGE	1	07/03/23-06/30/24	13.00	4W	\$1,000.00
Grand Rapids, MI S/A Bonus	Digital Bulletins - LED Rotary	VAR		UNIT	1	07/03/23-06/30/24	13.00	4W	\$0.00

Special Instructions:

ROP poster (original + 5 productions included) \$300/each poster production for any additional posters.
125,000 Mobile Impressions x 13 periods = 1,625,000 Total Mobile Impressions.
SA Bonus digital 1 spot: 5898, 5899, 5969 or 5970

Net Agreement Total: \$23,400.00

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO. THIS CONTRACT CONSISTS OF THIS PAGE, THE INVENTORY SPECIFICATIONS LOCATED AT WWW.OUTFRONTMEDIA.COM/RESOURCES/POSTING-STANDARDS, THE PRODUCTION INFORMATION ADDENDUM PAGE, ANY ADDENDA APPLICABLE TO OTHER PRODUCTS AND SERVICES (SUCH AS MOBILE ADVERTISING OR CONTRIBUTION SERVICES), AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS CONTRACT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER. FACSIMILE OR ELECTRONIC SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA

ADVERTISER/AGENCY _____
AUTHORIZED SIGNATURE - TITLE

BY _____ DATE _____

PLEASE PRINT _____ DATE _____
NAME - TITLE

* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time; TF=Till Forbid *** Configured Spots is the maximum number of spots on a digital display

ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM



CONTRACT NO.: 3652661

DATE: 05/02/23

ADVERTISER: City of Hastings

ACCOUNT EXECUTIVE: Stephen Arnest (A48)

BRAND:

CAMPAIGN:

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Advertiser Bill-To# 1140274
 City of Hastings
 201 E. State St.
 Hastings, MI 49058
 269-945-2468
 Attn: Dan King

Market	Media/Location(s)	Configured Spots***	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Grand Rapids Posters	Posters/General Coverage	NA	10'5 x 22'8	06/16/23	1	OUTFRONT Media 1355 Century Avenue SW Grand Rapids, MI 49503 (616) 452-3171 Attn: Outdoor Operations		
Grand Rapids, MI	Mobile Ads	NA		06/16/23	2			
Grand Rapids, MI S/A Bonus	Digital Bulletins - LED Rotary	VAR		06/16/23	1	@Grand Rapids Digital Outdoor Contact your OUTFRONT AE Grand Rapids, MI		

- 1. Scope of the Contract.** The "Contract" consists of these terms and conditions, the facing page, the Production Information Addendum, any attached addenda applicable to other products and services (such as mobile advertising or attribution services), if any, and Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"), which are incorporated by reference herein. If an advertising agency or other agent or licensee of Advertiser ("Agency") is entering into this Contract on Advertiser's behalf, Agency represents that it has the authority to act and is acting as agent for Advertiser.
- 2. Delivery of Copy.** At least ten working days before the estimated start date (unless otherwise agreed in writing by Company or set forth in the Inventory Specifications), Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company sufficient supply of advertising copy ("Copy"), in the form and type specified by Company, with all necessary overage supply and posting instructions. If Copy is not timely and properly received in accordance with the Contract, a loss of service may occur and additional costs may be charged by Company, although commercially reasonable efforts will be used to post late Copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of Company's receipt of late Copy, a fee of not less than \$650 per location will be payable. Company may use the location(s) in any manner prior to posting the late received Copy without limiting Advertiser's liability to pay for such location(s).
- 3. Copy Approval and Responsibility for Content.** The character, design, text and illustrations on Copy and the material used are subject to approval by Company and by the location owner, transit company/authority or third party controlling the location ("Owner"). Nudity, pornographic, profane or obscene Copy is prohibited. If Copy is rejected, Advertiser shall provide acceptable replacement Copy within ten days of notification of rejection. If Advertiser fails to provide acceptable replacement Copy within such ten-day period, Company shall have the right to use the location(s) involved in any manner, without releasing Advertiser from its obligation to pay for such location(s). If after installation or posting, the Owner of a display disapproves any advertisement or if Company determines that adverse publicity, reputational harm or liability to Company or third parties has or is likely to result from any display, Company shall have the right to remove the advertisement and, at its option, either terminate this Contract or request new acceptable Copy in accordance with this paragraph. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities (including reasonable attorneys' fees and expenses) arising out of the advertising material displayed under this Contract, including, but not limited to, any claim for defamation, fraud, misrepresentation, any claim for infringement of any copyright, trademark, or other intellectual property right, or any claim for violation of any right of privacy, common law right or any other right of any person or entity.
- 4. Publicity for Certain Copy.** If the Copy concerns a political, religious or social issue, Advertiser (including Agency) shall not make any press release or other public announcement or media outreach regarding this Contract or the related Copy that refers to Company without Company's express prior written consent (which consent may be granted or denied in Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.
- 5. Inspection of Displays.** Advertiser shall inspect each display within three days after installation or posting. Unless Advertiser gives written notice to Company specifying any defect within such three-day period, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including the content and location of displays.
- 6. Maintenance and Damage.** Company will use commercially reasonable efforts to maintain static displays in good condition to the extent of matters reasonably within Company's control. Should Advertiser's static Copy be lost, stolen, damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, Advertiser shall furnish replacement Copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement Copy, Company may use the location in any manner, without releasing Advertiser from its obligation to pay for such location. Any repainting or reposting requested by Advertiser in addition to that specified herein shall be paid by Advertiser in advance per Company's current quoted prices.
- 7. Inability to Post Copy.** If for any reason whatsoever (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) Company posts fewer locations or less Copy than specified, or (iii) any location becomes obstructed, destroyed or defaced, or (iv) Company fails to display digital Copy in accordance with the minimum display standard for digital displays as set forth in the Inventory Specifications, or (v) Company fails to deliver the minimum number of guaranteed impressions in accordance with the Inventory Specifications (where Company has provided an impression guarantee), or (vi) Company otherwise fails to meet its obligations hereunder, such failure shall not be deemed a breach or termination of this Contract and shall not render Company liable for any damages or offsets of any kind other than as set forth in this paragraph. As Advertiser's sole remedy and Company's sole obligation for any such failure (except where a more specific remedy is expressly provided for in this Contract), Company shall, at its sole option, either (A) extend the Advertising Period and/or post additional Copy to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value (per Company's prices and/or classifications), (B) provide a pro-rated credit for advertising services equivalent to the amounts paid for services not rendered, or (C) terminate the Contract in whole or in part and receive payment in full for services rendered through the termination date, with all other remedies at law or equity being expressly waived by Advertiser.
- 8. Illumination of Static Displays.** Where illuminated static displays are provided, illumination will be from dusk to midnight unless otherwise specified by Company for a specific display. If illumination is halted or reduced for any reason, including, but not limited to, compliance with law or malfunction of equipment, and such period of halted or reduced illumination continues for more than five days after Company's receipt of notice from Advertiser, as Advertiser's sole remedy for such illumination failure, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of 15% of the contract price for the impacted period.
- 9. Invoicing and Payment.** Invoicing will be rendered monthly in advance dating from the commencement date of the first Advertising Period. Where the facing page of this Contract specifies delivery by impressions and Company approves payment in arrears, invoicing will be rendered monthly as of the last business day of each month during the Advertising Period and following the end of the Advertising Period based on the number of impressions delivered during the prior monthly period or part thereof. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within 15 days of the invoice date. Non-receipt of invoices or lack of invoicing shall not impact Advertiser's liability hereunder. All rates and adjustments are computed on the basis of 30 days to the month, unless

a different period is specified on the facing page of this Contract. Invoices shall be due 30 days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of 1.5% per month (18% annually), or such lesser rate permitted by law. Additionally, any discounts given shall be forfeited/reversed for invoices not paid within 60 days from the date thereof. Notwithstanding the foregoing, in the event that Company accepts payment by ACH or credit card, Company shall have the right, at Company's option, to either (i) require Advertiser to pay all amounts due or coming due under the Contract on the date of the ACH or credit card payment or (ii) require Advertiser to set up recurring payments whereby Advertiser's ACH or credit card is charged on each invoice date for the full invoice amount.

10. **Credit Approval.** Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term withdraw credit, and Company may thereupon require partial or full payment of the remaining contract amount in advance.

11. **Advertiser Default.** In the event of default or material breach by Advertiser, in addition to other remedies available at law, Company may: (i) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (ii) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (iii) remove all of Advertiser's Copy without limiting Advertiser's liability hereunder; and/or (iv) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company.

12. **Unused Copy.** Company shall not be held responsible for unused posters, displays or other Copy provided by Advertiser and Company may dispose of any such materials in its discretion. Company may promote Company's own business through the use of Advertiser's Copy or displays in any manner whatsoever.

13. **General.** This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligations of either party hereto. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. All parties comprising Advertiser hereunder, including Agency, shall be jointly and severally liable under this Contract. This Contract and all related claims shall be construed according to the laws of the State of New York and New York County, New York shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action. Company is an Equal Opportunity Employer.

14. **Counterpart Signatures.** This Contract may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Contract, facsimile or electronic signatures shall be considered original signatures.

End of Terms and Conditions

DIGITAL ADVERTISING RIDER TO OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE

This Digital Advertising Rider ("Digital Advertising Rider") governs the purchase by Advertiser and provision by OUTFRONT Media LLC ("Company") of Digital Advertising (as defined herein). This Digital Advertising Rider supplements and where applicable amends the Outfront Media Terms and Conditions of Advertising Service attached to the Advertising Agreement entered into by Advertiser and Company and, if applicable, any other agreement entered into and/or terms and conditions agreed to by Advertiser and Company with respect to advertising services (as applicable, the "Terms and Conditions"). As used herein, Company shall mean Outfront Media LLC and Advertiser shall mean and be deemed to include the advertiser identified in the applicable Terms and Conditions, in addition to such advertiser, any advertising agency or any other agent or licensee of such advertiser.

WHEREAS, Advertiser desires to purchase, and Company desires to provide, location-based mobile advertising or other digital advertising, retargeting, and data services utilizing the mobile, website and/or connected television (CTV) and over-the-top (OTT) media advertising platform(s) owned and operated by Company or by third party service providers GroundTruth, inMarket or other providers designated by Company ("Service Providers"), through which digital advertisements ("Ads" or "advertisements") are distributed through mobile applications, websites, CTV and OTT services, and/or other digital networks (the "Digital Advertising Network(s)") (such advertising, retargeting and data services, "Digital Advertising");

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby recognized, the parties agree as follows:

1. At least ten (10) working days before the estimated start date of a Digital Advertising campaign, Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company, a campaign request including (i) complete and sufficient digital advertising copy for applicable Ads, in form and type specified by Company ("Copy") and (ii) parameters for the display of Ads in the applicable Digital Advertising Network(s), in form and type specified by Company (collectively, the "Campaign Request"), each of which shall be subject to Company's review and approval. If Copy and/or appropriate parameters are not so received, the Digital Advertising campaign may not begin on the estimated start date set forth in the Campaign Request and additional costs may be charged by Company in connection with the eventual display of the Ads, although commercially reasonable efforts will be used to deliver approved Ads as promptly as practicable after receipt from Advertiser. Nudity, pornographic, profane or obscene copy shall not be permitted. The character, design, text and illustrations on advertising Copy and the material used, as well as the parameters for the display of Ads, shall be subject to approval by Company and by the Service Provider and, where applicable, the Service Provider's Digital Advertising Network partners. If Copy or any parameters are rejected, Advertiser shall continue to be liable for the full term of this Contract, including all impressions requested in the Campaign Request, and Advertiser shall be responsible for providing an acceptable replacement Copy or parameters, as applicable, within two (2) days of notification that previous Copy or parameters were rejected or as otherwise specified by Company. If replacement Copy or parameters are received after the date specified by Company or otherwise not received, Company shall be entitled to full payment for the contract period even if partial or no display results. Company shall ensure the initial display of the approved Copy within a forty-eight (48) hour time period after final approval of such Copy and corresponding parameters, excluding weekends and holidays, provided that in the event that Copy and corresponding parameters are approved more than forty-eight (48) hours, excluding weekends and holidays, before the requested start date of the Digital Advertising campaign set forth in the Campaign Request, Company shall ensure the initial display of the approved Copy on such requested start date. Unless otherwise specified on the face of the Advertising Agreement, (i) in the event that the advertising period is more than thirty (30)

days, Advertiser shall be permitted to request a change in Copy after the initial thirty (30) days and once after every thirty (30) day period thereafter, provided that the parameters set forth in the Campaign Request will not be altered and the display of such Copy is subject to the requirements set forth in Section 1, including, without limitation, the obligation to furnish and deliver Copy at least ten (10) working days before the anticipated date of the display of the new Copy; and (ii) all other changes in Copy will be subject to the approval of Company and there will be a service charge for any approved additional changes in Copy.

2. Company is not and shall not be responsible for the Copy and parameters for the display of Ads, compliance of the Ads with applicable laws, any aspect of Advertiser's or third-party website(s) or application(s), or for any other content with which the Ads may be associated. Notwithstanding Company's review and approval, Advertiser is solely responsible for determining and ensuring that the Copy and parameters for displaying Ads comply with applicable laws and regulations, including, without limitation, content, location and age-based restrictions and any required governmental approvals (e.g., for cannabis advertising and other regulated advertising categories). Advertiser shall indemnify, defend and save harmless Company and the Service Providers against all claims and liabilities arising out of the Ads (including products and services referenced therein) displayed under this Contract and any materials associated therewith, including but not limited to any claim arising out of or relating to violation of laws, any claim for defamation, or infringement of any copyright, trademark, or other intellectual property or privacy right and any claim related to the website(s) to which any Ads or related content link and all emails, newsletters, and other items and technology in connection therewith, and reasonable attorneys' fees and expenses incurred in defending any such claims.

3. Advertiser acknowledges and agrees that there is limited advertising space in the formats of digital marketing in which the Ads will be displayed and that Company and/or the Service Providers may make reasonable modifications to the format of any approved Copy, including conversions reasonably deemed necessary to display the Ads on the Digital Advertising Network(s).

4. Company does not guarantee the end user activity or engagement that any Ads will receive, including, without limitation, the click through rate (CTR), secondary action rate (SAR), or completed views (for CTV and OTT media). Company cannot control how clicks are generated on any Ad and Company will not be responsible for click fraud, technological issues or other potentially invalid click activity. The distribution of Ads may be subject to inventory availability and Company does not guarantee that any Ad(s) will be placed in, or available through, any specific mobile application, website, CTV or OTT content within the Digital Advertising Network(s), nor does Company guarantee that any Ad(s) will appear in a particular position within a mobile application, website, CTV or OTT content. Company does not make any representations, warranties or guarantees regarding the mobile applications, websites, CTV or OTT services within the Digital Advertising Network(s), or any content displayed or contained therein, and hereby disclaims any and all liability for the foregoing. If for any reason whatsoever during the term hereof (i) Ads cannot be distributed to any part of the Digital Advertising Network(s) or (ii) any mobile application within the Digital Advertising Network(s) cannot, for whatever reason, display Ads to end users, or (iii) Company fails to timely meet its requirement to deliver the requested number of impressions during the Advertising Period, any resulting loss of advertising shall not be deemed a breach or termination of this Contract. Company's measurements in connection with performance of an applicable Ad delivered in the Digital Advertising Network(s), including the calculated number of impressions delivered, are the definitive measurements. Any failure to deliver the impressions requested in the applicable Campaign Request shall not render Company liable for any damages or offsets of any kind and shall be remedied solely by extending the Advertising Period of this Contract to provide any requested impressions not provided during the Advertising Period, or at Company's option, result in a pro-rated credit proportional to any impressions required by the Campaign Request but not delivered, with all other remedies at law or equity being expressly waived by Advertiser. Notwithstanding anything contained herein to the contrary, if the ability to provide Digital Advertising services through the applicable Service Provider is lost for any reason whatsoever, Company shall also have the option to terminate this Contract and receive payment in full for Digital Advertising delivered through the termination date.

5. If after initial approval of Copy, Company or the Service Provider, on its own or on behalf of any of its Digital Advertising Network partners, disapproves any Ad, or if adverse publicity results from any delivery or display of any Ad, Company shall have the right to remove and/or cease delivering the Ad for display on the Digital Advertising Network(s) or any component thereof, and, at its option, either terminate this Contract or request a new acceptable advertisement copy pursuant to paragraph 2 above.

6. Notwithstanding anything to the contrary herein, all data and information gathered or received by Company and/or the Service Providers in connection with providing Digital Advertising may be freely used by Company and the Service Providers. Company shall use commercially reasonable efforts to provide Advertiser with a summary of available performance metrics for Ads delivered and displayed under this Digital Advertising Rider on a weekly basis. If for any reason whatsoever during the term hereof (i) performance data is unavailable, in whole or in part; (ii) Company

does not have the right to provide performance data to Advertiser; or (iii) there is a delay in the provision of performance data to Advertiser, the foregoing shall not be deemed a breach or termination of this Contract, shall not render Company liable for any damages or offsets of any kind and shall be remedied solely by the provision of performance data when and if and to the extent made available to Company for delivery to Advertiser, with all other remedies at law or equity being expressly waived by Advertiser. Company or a Service Provider may, at its discretion, provide Advertiser with additional data regarding the delivery of the Ads and/or the audience for the Ads as delivered and displayed under this Digital Advertising Rider. A Service Provider may also, as an optional service, provide data regarding targeted devices or devices exposed to the Ads or exposed to related out-of-home campaign advertisements to Advertiser or Advertiser's designated third party demand side platform (DSP) for media planning or retargeting purposes.

7. Advertiser represents and warrants that (i) all data provided by or on behalf of Advertiser was collected or obtained in accordance with applicable laws and (ii) Advertiser has all rights and licenses necessary for the uses of such data contemplated in connection with this Digital Advertising Rider. Advertiser shall indemnify, defend and save harmless Company and the Service Providers against all third party claims and liabilities arising out of the receipt and use of any data provided by or on behalf of Advertiser under this Digital Advertising Rider, and reasonable attorneys' fees and expenses incurred in defending any such claims.

8. Advertiser shall use all performance data, device data and any other data provided by Company or a Service Provider solely for the limited internal business purposes for which the data was provided in accordance with any additional terms concurrently provided to Advertiser and in compliance with all applicable laws, rules and regulations and generally accepted industry standards and/or guidelines relating to the use of such data as contemplated herein. Where data is provided directly or indirectly to Advertiser's designated DSP, Advertiser is solely responsible and liable for the processing of such data by its DSP in compliance with this Digital Advertising Rider. All data provided by Company or a Service Provider is provided on an "AS-IS" basis and Company is not and shall not be responsible for Advertiser's or its DSP's use of such data. Advertiser shall indemnify, defend, and save harmless Company and the Service Providers against all claims and liabilities arising out of the Advertiser's use of performance, device and other data provided by Company or Service Providers under this Digital Advertising Rider, and reasonable attorneys' fees and expenses incurred in defending any such claims.

9. Advertiser acknowledges and agrees that all claims by Advertiser related to the Digital Advertising services provided hereunder shall be directed at Company and that Company does not make, and Advertiser hereby disclaims, any representations, warranties and liabilities on behalf of the Service Providers. Company shall not be held responsible for retention of Copy, including digital files or data, provided by Advertiser and Company may dispose of any such materials. Company may promote Company's own business through the use of Advertiser's approved Copy and corresponding parameters in any manner whatsoever.

10. Capitalized terms used in this Digital Advertising Rider and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions. This Digital Advertising Rider is made

as an addition to and not in derogation of the Contract and the Terms and Conditions thereof and shall be read to the greatest extent possible as consistent therewith. In the event of any inconsistency between the terms of this Digital Advertising Rider and the terms set forth in the Terms and Conditions, the terms of this Digital Advertising Rider shall control. The provision of Digital Advertising, including Company's acceptance of Advertiser's order therefor, is expressly limited to, and made expressly conditional on, Advertiser's acceptance of this Digital Advertising Rider. Company objects to any different or additional terms.