# HASTINGS DOWNTOWN DEVELOPMENT AUTHORITY

September 18, 2025, Meeting - Communication

**To:** DDA Members and Staff

From: Dan King

Date: September 12, 2025

**Subject:** Information Regarding September 18, 2025, Meeting of DDA

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

# 5. Financial Statement and Budget Review

Budget data has been updated through August 31, 2025.

# 6. Façade Update

The façade grant spreadsheet has been updated through August 31, 2025.

#### 8. Old Business:

Staff will provide an update on the strategic plan process.

#### 9. New Business

The General Store has submitted a façade grant application.

The Jingle and Mingle committee have submitted their annual request for funding.

The wayfinding sign on the southeast corner of Broadway and Apple Street was removed due to both structural issues and weather-related damage. Staff have provided a quote from Valley City Signs to repair and reinstall the sign.

Staff have provided a quote from Katerberg Verhage to replace the street tree in front of the Full Moon Saloon at 114 S. Jefferson Street.

A discussion concerning seasonal plantings, holiday ornament purchase and repair is also on the agenda.

See you next Thursday!

# HASTINGS DOWNTOWN DEVELOPMENT AUTHORITY AGENDA

# Meeting Thursday September 18, 2025 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
- Approval of Minutes Review Minutes from the August 21, 2025, Regular Meeting
- 5. Receive Financial Statements & Budget Review
- 6. Façade Update
- 7. Open Public Discussion and Comments
- 8. Old Business: None
- 9. New Business
  - A. Façade Grant Application for 118 S. Jefferson Street
  - B. Jingle and Mingle Funding Request
  - C. Wayfinding Sign Repair Expenditure
  - D. Tree Replacement in Front of 114 S. Jefferson Expenditure
  - E. Seasonal Plantings, Holiday Ornament Purchase and Repair Discussion
- 10. DDA member comments
- 11. Open Public Discussion and Comments
- 12. Adjourn

# **City of Hastings**

# **Downtown Development Authority**

# **DRAFT Meeting Minutes**

# August 21, 2025

# 1. Meeting Call to Order and Roll Call—

The meeting was called to order at 8: 00 a.m. by Woods

#### Roll Call -

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

Absent:

City Staff and Appointees: Hoke, King, Ponsetto, Resseguie, Stenzelbarton Others Present: Mitch Foster and Torri Mathes (Double Haul Solutions)

# 2. Pledge to the Flag

# 3. Approval/Additions/Deletions to Agenda -

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

All ayes motion carried

#### 4. Approval of Minutes -

Motion by Wiswell, second by Hatfield, to approve the minutes of the July 17, 2025, DDA Meeting.

All ayes motioned carried.

#### 5. Financial Statements & Budget for Review -

King said the budget has been updated through July 31, 2025.

# 6. Façade and BEIG Update-

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

# 7. Open Public Comment and Discussion – None

# 8. Old Business- None

#### 9. New Business

# A. Strategic Plan Presentation by Double Haul Solutions

Foster and Mathes from Double Haul Solutions gave a presentation and got feedback from the DDA Board about the DDA Strategic Plan.

# B. Façade Grant Reimbursement for Razor's Edge, 112 E. Court St.

King said the work has been completed and is subject to reimbursement.

# C. Façade Grant Reimbursement for Troy Dalman, 128 W. Mill St.

King said the work has been completed and is subject to reimbursement.

#### 10. DDA Member Comment -

Woods said Welton Media has been hired to create new video content for the DDA and is expected to start this weekend.

King said city staff met with MDOT and reconstruction of W. State Street between Broadway and Cook Road is scheduled for 2028. MDOT will reconstruct with existing conditions. Public input will help determine traffic calming enhancements and/or lane reduction.

King also gave an update on the potential of a Meijer in Rutland Township and progress on Riverwalk Lofts on Mill Street.

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

# 12. Adjournment

Motion by Hatfield, second by Baker, to adjourn.						
All ayes motion carried.						
Meeting adjourned at 10:13 a.m.						
·						
Patty Woods, Chair	Deb Button, Secretary					

Prepared by: Sandra Ponsetto, City of Hastings

DDA Budget 2025/20	26 September 11, 2025 Update (thru 08.	31.20	25)						
			•						
Account Number	Title	Bu	dget	Yea	r to Date	Pro	jected	В	Sudget 2025/2026
248.100.404.000	Tax Capture	\$	760,000	\$	-	\$	760,000	\$	760,000
248.100.573.000	LCSA Appropriation	\$	50,000			\$	50,000	\$	50,000
248.100.642.000	Sculpture Sales	\$	5,000			\$	-	\$	5,000
248.100.642.010	Advertising Sales								
248.100.648.000	Application Fees	\$	500					\$	500
248.100.654.000	Electrical Vehicle Station	\$	300	\$	92	\$	300	\$	300
248.100.665.000	Interest Earned	\$	20,000	\$	2,139	\$	20,000	\$	20,000
248.100.672.000	Other Revenue MEDC- Strat. Plan			\$	5,430				
248.100.674.000	Private Contributions or Donations			\$	-	\$	-		
248.100.675.000	Sponsorships	\$	500			\$	-	\$	500
Total Revenue			\$836,300	\$	7,661	\$	830,300	\$	836,300
248.728.756.000	Repair and Maintenance Supplies								
248.728.766.000	Disposable Technology								
248.728.772.000	Promotion Supplies							\$	-
248.728.801.000	Annual Streetscape Bonding Fee	\$	500	\$	500	\$	500	\$	500
248.728.803.000	Administrative Services	\$	35,000			\$	35,000	\$	35,000
248.728.807.000	Planning Services (Stategic Plan)	\$	5,000	\$	2,896	\$	7,250	\$	5,000
248.728.816.000	Security Services-Splash Pad	\$	1,167	\$	1,167	\$	1,167	\$	1,167
248.728.824.000	MSI-lease, install, repair sculptures	\$	22,200			\$	22,200	\$	22,200
248.728.830.000	Other Contracted Services	\$	67,000	\$	5,800	\$	67,000	\$	67,000
248.728.861.000	Transportation (Milage)								
248.728.872.000	Parking SAD	\$	15,962			\$	15,962	\$	15,962
248.728.879.000	Website	\$	1,000				·	\$	1,000
248.728.882.000	Advertising - Social Media	\$	13,000	\$	2,000	\$	13,000	\$	13,000
248.728.883.000	Advertising - Print	\$	5,000		,		·	\$	5,000
	Michigan Trails Magazine	\$	812						,
	Hastings Reminder - Holiday	\$	2,000						
	Battle Creek Shopper - Holiday	\$	750						
	Lowell's Buyers Guide - Holiday	\$	130						
	J-Ad Summer Fun Guide	\$	475						
	J-Ad Streetscape Construction	+							
248.728.884.000	Billboards	\$	9,000	Ś	1,790	\$	9,000	\$	9,000
248.728.885.000	Advertising-Radio	\$	2,000	T		7	-,,,,,	Ś	2,000
248.728.886.000	Videography	\$	4,000			\$	4,000	\$	4,000
248.728.887.000	Speakers/Performers	\$	1,000				,	\$	1,000
248.728.891.000	Licenses and Fees	\$	250			\$	250	\$	250
248.728.900.000	Printing and Publishing	\$	5,000					\$	5,000
	J-Ad - Hastings Live	\$	700	\$	1,799				•
	J-Ad (Event Schedules)	\$	300	<u> </u>	,				
	J-Ad (Roubaix Booklets)	7							
	J-Ad (Farmers Market Brochures)	\$	1,300			\$	_		
	Progressive Graphics Mag. Calendar	\$	850			_			
	Progressive Graphics Rack Cards	\$	500						
	J-Ad (Downtown Parking Brochures)	\$	250						
	Hastings Live Booklets	+				$\vdash$			
	Progressive Graphics (Name Badges)								
	J-Ad - Hastings Live Rack Cards					$\vdash$			
	J-Ad - Sculpture Tour Booklets	+		<del>                                     </del>					
	J Au Scalpture rour Bookiets	-							

Account Number	Title	Bu	dget	Vea	ar to Date	Pro	jected	Rudg	et 2025/2026
Account Humber		- Du	uget		to bate		jecteu	Daug	Ct 2023/2020
248.728.906.000	Promotions/Marketing (Holiday Decs)	\$	50,000			\$	50,000	\$	50,000
240 720 007 000	Constant Provident		47.000						47.000
248.728.907.000	Sponsorship and Donations	\$	17,000	_		_		\$	17,000
	Chamber of Commerce	\$	2,000	\$	5,000	\$	5,000		
	Summerfest	\$	1,000						
	Jingle and Mingle	\$	2,900						
	Ball Drop	\$	2,000						
	Farmer's Market	\$	1,500						
	TAC Hastings Live Support	\$	5,925						
248.728.911.000	Conferences/Trainings	\$	1,000					\$	1,000
	MFEA	\$	295						
	Boyne USA	\$	333						
	Other Training	\$	800						
248.728.912.000	Meetings	\$	100					\$	100
248.728.915.000	Membership Dues	\$	600					\$	600
11017 1013 10100	West Michigan Tourist Assoc.	\$	284					<b>Y</b>	
	MI Festivals and Events	\$	250						
248.728.918.000	Water/Sewer	\$	10,000	\$	4,015	\$	10,000	\$	10,000
248.728.920.000	Electric	\$	2,500	\$	104	\$	2,500	Ś	2,500
248.728.921.000	Gas	\$	700	\$	45	\$	700	\$	700
246.726.921.000	Gas	Þ	700	Ş	43	Ş	700	Ş	700
248.728.929.000	Cd Panair/Maint Winter Bot Désar	\$	37,550					\$	27 550
248.728.929.010	Gd. Repair/Maint. Winter Pot Décor.  Snow Plowing and Removal	\$	5,000					\$	37,550
248.728.930.000		\$						\$	5,000
	Repair and Maintenance	Ş	1,000	4	F2			Ş	1,000
248.728.940.000	Equipment Fund Rental			\$	53				
248.728.946.000	Engineering Services		22.222						
248.728.974.000	Land Improvements (Depreciable)	\$	20,000					\$	20,000
	MC Smith Streetscape Design								
	Streetscape Project	ļ							
	Signage								
	Kendall Electric								
	Downtown Street Short Pole Globes								
	Street Light Painting								
	Consort Banner Flags								
	Water/Sewer Improvement/Scape								
248-728-980-010	Street Furniture								
248.728.974.010	Land Improvements (Non-Dep)	\$	8,000					\$	8,000
	Sculpture Bases	Ť	0,000					<b>T</b>	5,000
	Consort								
	Sculpture Purchase	1							
	Spray Plaza Maintenance								
	Landscaping			\$	8,000				
248.728.978.010	Technology - Non Depreciable			۲	0,000				
248.728.991.000	Façade Improvement Grants	\$	50,000	\$	10,000			\$	50,000
248.728.992.000	Interest on Streetscape Debt	\$	103,700			\$	103,700	\$	103,700
248.728.993.000	Principal on Streetscape Debt	\$	95,000			\$	95,000	\$	95,000
Total Expenditures		\$	589,229	\$	43,169	\$	442,229	\$	589,229

Account Number	Title	Bu	dget	Ye	ar to Date	Pro	jected	Budget	2025/2026
248.728.905.000	Transfer to Other Governments	\$	200,000					\$	200,000
248.728.903.000	Transfer to other dovernments	7	200,000					7	200,000
	Administration	\$	200,000	\$	241,520	\$	241,520		
Total Transfers		\$	200,000	\$	241,520	\$	241,520	\$	200,000
Total	Expenditures and Transfers	\$	789,229	\$	204 600	\$	602 740	\$	789,229
Total	expenditures and Transfers	Ş	789,229	Ş	284,689	Ş	683,749	Ş	789,229
Total Revenue		\$	836,300	\$	7,661	\$	830,300	\$	836,300
Total Expenditure and T	ransfers	\$	789,229	\$	284,689	\$	683,749	\$	789,229
Total Net Position			¢47.074		/¢277 020\		\$146,551	\$	47.071
Total Net Position			\$47,071		(\$277,028)		\$140,551	Ş	47,071
Beginning Fund Balance	2	\$	570,701	\$	570,701	\$	570,701	\$	717,252
Ending Fund Balance		\$	570,701		\$293,673	\$	717,252	\$	764,323

Available

\$539.36

Paid FY 2025/26 To Date (08/31)	Ocptember 11, 2020	
112 E. Court Street - Donna and Dave Kensington - Razor's Edge	2/16/2023	\$10,000.00
TOTAL DISBURSED		¢40 000 00
TOTAL DISBURSED		\$10,000.00
Façade Grants Pledged for the 2025/2026 FY Budget		
128 S. Jefferson - Zach Santmier - Trumble Agency	9/19/2024	\$10,000.00
135 E. State Street - Ortwein International	10/29/2024	\$4,252.50
150 E. State Street - Nathan Winick	8/6/2024	\$6,433.00
329 N. Broadway - Jackie Elliot - Frozen Spoons	3/20/2025	\$1,785.94
128 W. Mill - Troy Dalman - Ayers Insurance Agency	6/19/2025	\$4,989.20
111 W. State St Carole Barlow - Barlow Florist	6/19/2025	\$10,000.00
TOTAL PLEDGED		\$37,460.64
TOTAL PLEDGED		\$37, <del>40</del> 0.04
Architectural Renderings Pledged for the 2025/2026 FY Budget		
128 S. Jefferson - Zach Santmier - Trumble Agency	9/19/2024	\$1,000.00
111 W. State St Carole Barlow - Barlow Florist	6/19/2025	\$1,000.00
TOTAL PLEDGED FOR ARCHITECTURAL		\$2,000.00
Total Approved 2025/2026 Budget		\$50,000.00
Total Approved and Disbursed 2025/2026 Projects		\$49,460.64

# **Façade Improvement Grant Request**

Date: September 10, 2025

**Business:** The South Jefferson Street General Store

**Property Owner:** Emily Jasperse

Address: 118 J. Jefferson St.

**Request:** \$10,000.00

The applicant, Emily Jasperse, is requesting a \$10,000.00 façade grant for the removal of an old flower bed in the alley, then having the foundation and wall sealed and pouring a pavement curb on that west side of the building. The project also includes the installation of a commercial grade gutter and two awnings: one over the back door and one over the back window. Also included is replacing the existing door with a 36-inch commercial steel door. Staff recommends approval of this request.





# City of Hastings DOWNTOWN DEVELOPMENT AUTHORITY

FAÇADE & FENCING/SCREENING IMPROVEMENT GRANT APPLICATION

# **APPLICANT INFORMATION**

1.	Property/Business Owner Name: Fmily JusperSe
2.	Business Name: The South Jefferson Street General Store
3.	Property Address: 118 S. Jefferson Street, Hastings, M14905
4.	Phone Numbers: Cell: 209-908-3475
	AWork: 269-945-1848
	Email: <u>Lindsey @ general Store</u> hostings.com
5.	Is the building/property owned by the applicant?  NO
	If No, please attach a signed letter from the property owner expressing approval of the proposed project.
6.	Is this the first time applying for a façade grant?  YES  NO
7.	Is this project on a corner lot?  YES  NO

# PROJECT INFORMATION

<ul> <li>a) What it is you want to accomplish - drawings are required.</li> <li>b) How this project meets the Purpose and Priorities of the DDA Façade Improvement Program as listed in the Guidelines.</li> <li>c) Who you have identified to do the work and the reason(s) for your selection, and d) What is the preliminary timetable for accomplishing the work? Also enclose a detailed expense budget/estimate for this project.</li> </ul>
8. The project will involve (please check all that apply):
Repairs or replacement of windows, doors, walls, or other appropriate architectural elements
9. Additional grant up to \$1,000 for architectural rendering.
Name of architectural firm;  10. Total Project Budget \$ 20, 650,00
11. Grant Request (Not to exceed 50% of project budget and not to exceed

\$10,000 plus #9 for maximum of \$11,000

12. Proposed Starting Date: September 25th 2025

13. Proposed Completion Date: December 1st, 2025

On separate sheets of paper, please describe your project in detail. Tell:

14.	.What is (a	are) the existing use(s) of the building/property:
	The for	le building is currently housing retail space The South Jefferson Street General Store.
15.	Will the property building/p	roposed project result in a change in the use(s) of the roperty:
	Yes	No
	If yes, ple	ase explain:
	NOTE:	There is a \$100 non-refundable application fee due at the time this application is submitted.
	THE UND	ERSIGNED APPLICANT(S) AFFIRMS THAT:
	Ä	The information submitted herein is true and accurate to the best of my (our) knowledge.
	4	The property contained in the application is in the Hastings DDA District.
	ĝ.	I (we) have read and understand the conditions of the Downtown Development Authority's Façade Improvement Program and agree to abide by its conditions and guidelines.
	4	If I (we) do not implement improvements submitted by me (us) on a plan approved by the Façade Improvement Program I will not be eligible for reimbursement of any costs associated with said improvements.
	<b>7</b> 4	I (we) understand that if I (we) are found to be non-compliant with the

conditions of this program, the DDA may nullify the grant award and that I (we) may not apply to this program again for a period of one (1)

year following the DDA's decision.

Signature of Applicant(s):
Dilling That's
I.D.#:
Date: 9 9 25 Date:
Federal Business Tax ID#: 38.1916419
If a tenant, signature of property owner(s):    D.#: 16229 420 098   Date: 99 25
Staff Use Only
Scoring: 12 Points Available
New Projects (1st time applicant) [3pts]
Projects Identified on Corner Lots [1pt]
Projects in which the Building is Owner Occupied [1pt]
Projects Containing a High Ratio of Private to Public Dollars 51-75% [1pt] > 76% [2pts]
Project designed to resolve deteriorated/inappropriate/ unsightly conditions that have existed for many years (boarded windows, deteriorated electrical fixtures, etc.) [1-3 pts]
Project enhances pedestrian movement from the rear to the front of buildings [1pt]
Project will complete the improvement of a block or portion of a block (ex. replacement of an inappropriate facade that exists on a block containing many appropriate, well-preserved, or improved facades) [1pt]

Attention:

City of Hastings

**Downtown Development Authority** 

Façade Improvement Program

Proposed property:

The South Jefferson Street General Store

118 South Jefferson Street

Hastings, MI. 49058

- A.) We are looking to remove an old flower bed next to the alley (Lot 1) side of the building. We would like to then have the wall and foundation sealed and pour a concrete curb on the side. We would also like to install a commercial grade gutter and two awnings: one over the back door and one over the back window. Lastly, we would like to replace the existing service door with a 36 inch commercial steel door. The purpose of this project is to help mitigate any water on this side of the building.
- B.) This project will meet the purpose and priorities of the DDA Façade Improvement Guidelines by giving us a sharp, fresh look that will help attract downtown business to our business and to our fellow downtown businesses.
- C.) We have selected Broc Reaser to complete the work. He owns BR Construction. He was recommended by James Cabral, another contractor that did beautiful work next door at The Trumble Agency.
- D.) We are hoping to complete the work in approximately 68 days. We could start upon approval, anytime after September 25<sup>th</sup>. We hope to have all work completed by December 1<sup>st</sup>. See attached quote for estimate/budget.

Thank you for your consideration!

CITY OF HASTINGS 201 E STATE STREET HASTINGS MI 49058-1954	269-945-2468
Receipt No: 1.157414	Sep 10, 2025
THE GENERAL STORE	
DDA/LDFA - FASAD GRANT APPL FEE THE GENERAL STORE 118 S JEFFERSON ST 248-100-648-000 Application Fees	100.00
Total:	100.00
CHECK Check No: 53841 Payor: THE GENERAL STORE	100.00
Total Applied:	100.00
Change Tendered:	.00

**Duplicate Copy** 

09/10/2025 12:54 PM

# QUOTE



# **BROC REASER CONSTRUCTION LLC**

190 WARREN ST FREEPORT MI 49325 269-908-2050 brocreaserconstruction@yahoo.com

**BILL TO** 

Hasting General Store 118 South Jefferson ST Hastings MI 49058 QUOTE # QUOTE DATE

18087

08/24/2025

DESCRIPTION	AMOUNT
Water mitigation	6,500.00
Remove concrete curb/ rock bed	
Seal foundation and wall	
Pour concrete in place with roll curb against building	
Install awning on window at back alleyway	5,200.00
Remove gutter on back west wall	1,450.00
Install new 6-inch commercial gutter with diverter to ensure water gets to downspout quicker	
Commercial 36in steel door installation	3,850.00
install awning over back door	3,650.00
TOTAL	\$20,650.00

# **TERMS & CONDITIONS**

PLEASE MAKE ALL CHECK PAYMENT TO: BR CONSTRUCTION LLC

ALL PAYMENTS MADE BY CREDIT CARD ARE SUBJECT TO 3.5% PROCESSING FEE

THANK YOU FOR YOUR BUSINESS!

ALL LATE PAYMENTS PAST 30 DAYS ARE SUBJECT TO A 20% LATE FEE.





Awning example
Listandard 36 in Wide from edge of awning to building

Customer door awning
Lib feet long x 36 in wide

Window Awning
Lis gfeet long x 3 ft wiele
Lis gfeet long x 3 ft wiele

Nary blue or block



September 8, 2025

Hastings DDA

City of Hastings

201 E. State Street

Hastings, MI. 49058

Hastings DDA, Dan King

The Jingle & Mingle Committee, operating under the Hastings Downtown Business Team, will hold its 11<sup>th</sup> annual Hastings Jingle & Mingle Christmas weekend event December 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup>. We would like to partner with the City of Hastings and the DDA to maximize the impact of the event for our downtown vibrant downtown.

Our request is for \$4,000.00 Last year the expenses for Jingle & Mingle totaled \$26,223.18, the DDA granted \$4,000 in 2024 to support the advertising of the event with flyers, banners, posters, various advertisements. This year's event is even more for 2025.

On April 13, 2023, Hastings Jingle & Mingle became a non-profit to obtain grant funds along with the golf ball drop to offset the amount of funds needed. Breakfast with the Grinch, feed 335 people, we supplied 40 lbs. of hot dogs that only made it to mid-day Sunday. The total numbert of visitors for the weekend according to AI placer was 104,700. New this year, the Chili Cook-Off will be on Saturday at the Serenity Club, and Sunday at 2:00 we will be having a Dog Parade. Reminder, all events are free.

Thank you in advance for your consideration and with your help we can make this Annual Hastings Jingle & Mingle, with wintertime "Go To" event in the area.

Sincerely,

Tracy Baker

Tracy Baker

Chair, Hastings Jingle & Mingle Committee



Working Location: Hastings, City of

222 W Apple St

Hastings, City of

201 E State St

Hastings MI 49058

Hastings MI 49058

Total

\$6,340.00

Contact: Dan King
Salesperson: Melissa Freas
Date: 9/10/2025

It is VALLEY CITY SIGN's pleasure to submit this quotation for the following:

Qty	Item Number Draw	ng # / Description	Unit Price Ex	Unit Price Extended Price	
1	REFURBISH SIGN - NON-ILLUM		3,970.00	\$3,970.00	
	* 60" x 60" cabinet				
	* Double faced				
	* Painted two (2x) cold	ors, vinyl copy two (2x) colors			
	* VCS to repair/refurbish damaged directional panel, reattach to post, then reinstall				
1	INSTALLATION	Drawing not required	2,370.00	č2 270 00	
1	INSTALLATION	Drawing not required	2,370.00	\$2,370.00	
TERMS	CREDIT LIN		Subtotal	\$6,340.00	
Net 30	0	\$7,000.00	Permits	\$0.00	
			Tax	\$0.00	

<sup>\*</sup> Installation based on normal conditions

NOTES

Pricing is valid for 90 days\* from date of quote, unless noted above.

\* Pricing based on transportation and tariff rates at the time of the quote subject to change Message Systems pricing is valid for 30 days from date of quote.

I authorize Valley City Sign to fill out any application necessary to obtain a sign permit for this project.

By signing below, I agree to the attached terms and conditions, or as previously agreed to.

Name/Title Signed By Date

Purchase Order # (If a purchase order is not required, please enter "N/A")

Valley City Sign 5009 West River Drive, Comstock Park, MI 49321 (616)784-5711 Fax(616)784-8280

This purchase agreement is between Valley City Sign (the "Company") and the original purchaser (the "Customer") of the work. When both parties sign the quote, all provisions contained in this 4 page contract comprise the entire agreement affecting this order, and no other agreement or understanding of any nature concerning it will be considered. If the Company utilizes, without objection, purchase orders, bid requests, or other documents preferred by the Customer containing recitations, notations or other expressions of terms that conflict with and add to, or modify these terms and conditions, it does so for the convenience of both parties, and it is understood that such recitations, notations or other expressions are ineffective.

The person signing the quote shall have full and proper authority to bind the Customer.

It is agreed that this contract shall be construed according to the laws of the state of Michigan.

#### **EXCLUSIVE WARRANTY**

This is the exclusive warranty of the Company with respect to any and all of its products. This exclusive warranty is made to you, the original purchaser of the Company's products.

Warranty is in effect from date of installation. If the Company is not installing, warranty is in effect from date of shipment.

The Company warrants to you as the original Customer that the Company's products will be free from defects in materials and workmanship, under normal use and conditions, for one (1) year. This limited warranty excludes vandalism, misuse, or any act of God.

The Company warrants electronic message centers for one (1) year. In addition to the warranty provided by the Company, the Customer will be covered by any additional manufacturer's warranty. The manufacturer warranties vary and are limited in coverage by the individual manufacturer or supplier. If the Customer elects to purchase an extended parts warranty on message centers, refer to manufacturer's warranty for specific warranty information. The Company will provide the Customer, on request by the Customer, the warranties of the message center manufacturer, and the Company will assist the Customer in dealing with the manufacturer, subject to the understanding that responsibilities for warranties for those items will be that only of the manufacturer.

The Company does not warrant vinyl placed on vehicle windows. The Company's professional recommendation is to have them placed on the door or other vehicle panel. In the event the Customer insists on vehicle window placement, the Company will comply with the Customer's wishes, and the Cust-omer agrees that the product will not be included under the exclusive warranty.

This warranty does not cover damage resulting from vandalism, misuse, acts of God, or through the negligence or wrongdoing of the Customer, its employees, agents, or any persons. This warranty is void if the signage has been serviced or modified by any party other than an authorized representative of the Company.

There is no implied warranty of merchantability, and there is no warranty that extends beyond the period stated. The Company shall not be, under any circumstances, liable to the Customer for any indirect, incidental, consequential, or special damages or loss of profits, resulting from a breach of this contract, even if the Company has been advised of the possibility of such damages.

The Company hereby disclaims any and all other warranties, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. The only warranty with respect to the Company's products is described on this exclusive warranty. No oral or written representations shall extend the Company's exclusive warranty beyond that described herein. In any event, the extent of the warranty shall not exceed the original contract amount.



The Company shall not be liable for any incidental or consequential damages if the Company's product is defective or does not conform to this exclusive warranty. In any event, the maximum amount for which the Company shall be liable to the Customer will be the price of the product.

Any claim for breach of this exclusive warranty shall be brought, if at all, no later than one year from the date of the Company's breach.

#### WARRANTY PROCEDURES AND REMEDIES

The Customer must notify the Company of any warranty claim in order to initiate repairs on the defective product. The notice must include the date of the installation. Upon receipt of such notice, the Company will direct that an authorized representative inspect the product and, if necessary, correct the defect in accordance with this exclusive warranty. The Company shall be held harmless from any warranty related costs without prior written approval.

Provided that the warranty procedures are followed, the Company will repair and/or replace defective products during the applicable warranty period without charge for parts or labor, unless otherwise noted. Repair and/or replacement of defective products are the Customer's remedy under the Company's exclusive agreement.

After the Company's written approval, the Company may allow the Customer to arrange for necessary repairs covered by the warranty. The maximum hourly rate that will be paid by the Company is \$55.00 for warranty labor.

#### **EXCAVATION AND INSTALLATION**

When excavation is required, typical equipment used by our installation crew includes heavy equipment such as crane trucks and augers. Unless specified on your quote, pricing does not include special methods of excavation, such as hydrovac or hand digging.

With this typical equipment, detection of lines or other items below the surface is not possible. Therefore the Company will arrange for Miss Dig to mark the surrounding area where signage is to be installed. Items not marked by Miss Dig, such as underground sprinkling, drainage pipes, fiber optic, or other underground objects, are the responsibility of the Customer to mark. The Company will accept a site plan or similar document stating the detailed location of underground lines.

The Customer agrees that the Company is not liable for any inaccurate markings or areas not covered by Miss Dig. In the unlikely event an unmarked or mis-marked utility or any other underground object is hit or damaged during the excavation process, the Customer agrees and understands to indemnify, defend and hold harmless the Company and their representatives from any damages made to the underground utilities, underground objects, and the surrounding area, that is in any way connected with the excavating, augering, or any method used for the installation of the signage, except where due to negligence on the part of the Company.

All costs incurred for repairs, additional hours needed for installation, and any miscellaneous costs involved in repairing damaged underground lines is the responsibility of the Customer, unless the damage is due to negligence on the part of the Company.

The Company will assist the Customer by pursuing a claim through Miss Dig on behalf of the Customer for the underground utilities Miss Dig is responsible for in order that the Customer is reimbursed for expenses incurred.

If the Company or their representatives hit and damage a clearly marked and identified underground utility or other underground object, then the Company will be responsible for making all necessary repairs to fix the damage. Liability is limited to the underground utility or object itself and the immediate surrounding area.

While the company is careful on lawns and around landscaping, there are times when damage is unavoidable, especially when the ground is soft. The Company



will take every precaution possible to avoid damage. In the event of unavoidable damage, the customer is responsible for all repairs to lawn, sidewalks and/or landscaping.

If other unseen difficulty arises during excavation, the Company will charge the Customer on a time and material basis for all necessary equipment and labor until excavation is complete.

The Customer is responsible for letting the Company know where to put the dirt from the base holes at the Customer's site.

#### PRICING, PAYMENT, AND OTHER TERMS

The Customer hereby acknowledges that the work is for signage unique and limited to the Customer's needs and requirements and that the work has no salvage value to the Company. As a result, this contract when accepted is not subject to cancellation. Price quotes are subject to revision where unforeseeable building site or job conditions are encountered. Unless otherwise noted, quotes assume work is done during ordinary working hours, Monday through Friday. Disposal of existing signs is not included unless otherwise provided.

After fabrication is started, no changes will be made or allowed unless ordered in writing and the price therefore adjusted and agreed upon in writing before proceeding with the changes, if such changes affect the price. If the Company considers shop drawings necessary, it will submit said drawings to the Customer for approval.

Refurbish prices are determined based on information known at the time of quote. If after opening sign, it is determined that additional work is necessary, the Customer will be notified of the additional charge, and will be responsible for payment thereof.

Installation prices are based upon normal conditions. Quote is subject to revision

where unknown soil conditions are encountered, I.E. high water table or buried obstructions.

Pricing does not include permitting, licensure or procurement fees, which will be added. Sales or use tax or gross receipts tax, if any, payable under the laws of the State where the property is to be delivered or installed as mentioned herein, shall be added to the price quoted, unless such tax is paid directly by the Customer.

Fifty (50) percent deposit is required on all orders, unless prior approved credit. The balance is due per the customer terms.

The Company at its option may invoice each item called for in the proposal separately upon completion or, if for reasons beyond its control completion is delayed, it may invoice for that portion of work completed during any given month.

Title to all materials and property covered by this proposal shall remain with the Company and shall never be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. The Company is given as express chattel mortgage lien upon said materials and property shall be annexed or attached to the realty.

All payments under the terms herein are due and payable in U.S. funds at the office of the Company. In case payment is not made as agreed, the Customer agrees to pay interest on past due payments from the time they are due at the rate of 1.12% per month.

In the event the Customer (a) defaults in the prompt and timely payment of the price in accordance with the terms of this contract, (b) makes any general assignment for the benefit of creditors; (c) files any petition for or is the subject of an involuntary petition filed for any relief under any bankruptcy or insolvency laws; or (d) breaches any other covenant or representation contained herein, the Company may, at its option, immediately terminate this contract upon notice to the Customer. In such event, the Company's obligations and responsibilities



hereunder shall cease and the balance of the price shall be immediately due and payable. In addition, the Company shall have the right to pursue any and all other remedies available to it at law or in equity. The Company's waiver of any default on the part of the Customer shall not constitute a waiver of subsequent defaults.

In the event this contract is placed in the hands of an attorney for collection, or if collection is by suit, or through the Probate or Bankruptcy Court, in addition to the principal and interest owing thereon, attorney fees shall be added and paid for by the Customer.

The Company shall have all other rights and remedies as may be permitted under the Uniform Commercial Code adopted in Michigan, under other laws or this contract.

The Company assumes no responsibility for the plans, designs, specification or drawings furnished by the Customer and will not be responsible for errors found therein. The Customer hereby represents and warrants to the Company that the Customer owns or has the right to use any and all trade names, trademarks, insignia and/or other designs or logos included in the specifications for the sign and will indemnify, defend and hold the Company harmless from any alleged or actual infringement of any intellectual property rights of a third party (including without limitation, any claims, damages, attorneys fees and costs) with regard to the specifications provided by the Customer.

The Customer hereby covenants and agrees to refrain from using or permitting others to use the designs, drawings and specifications developed by Valley City Sign without the Company's prior written consent.

When it becomes necessary, due to a change in the Customer's plans, that completed or partially completed items are stored past the planned installation date, any and all extra costs for handling and storage will be charged to the Customer's account. In the event that size and weight of any item prohibits storage by the Company on its own property, the Customer must arrange for shipment immediately upon completion.

The Company will not be responsible for delays in shipments caused at rolling

mill or in transportation or by labor disputes or due to any and all circumstances beyond its reasonable control.

The Customer agrees to allow the Company to secure all necessary permits and variances from the building owner and/or others, whose permission is required for the installation of the sign. The Customer assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the sign or due to it being on or attached to the premises. All costs related to permits, variances, and closing lanes incurred by the Company will be charged to the Customer.

All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be properly fused and installed at the expense of the Customer.

The Company is not liable for any costs related to failure of the primary circuit from the distribution panel to the sign hook-up. Any damages relating from primary wiring problems, and the service call to determine such damages, are solely the responsibility of the Customer.

When quote is to remove old and re-install new signage, the Company will not be held liable for damage to existing structures, unless caused by its own negligence. Standard installation procedure is to caulk holes with silicone. Unless otherwise noted, installation does not include repairing or painting any wall or structure from which an existing sign is removed. Any other maintenance will be the responsibility of the Customer.

The rights and obligations hereunder may not be assigned by the parties without the other party's prior consent. This contract shall be binding on the parties hereto, their successors and permitted assigns. This contract constitutes the entire contract between the parties and may not be changed or modified, except in writing signed by both parties. This contract is entered into under and is to be construed in accordance with the laws of the state of Michigan. Any legal action or proceeding related to this contract shall be brought exclusively in a federal or state court of competent jurisdiction in Michigan and both parties agree to submit to the jurisdiction of such courts.







September 10, 2025

City of Hastings 201 E. State St Hastings, MI 49058

Project: Hastings Streetscape RE: Jefferson Street Tree

The following proposal includes materials, labor, and equipment to replace a damaged tree on Jefferson Street in front of 114 S. Jefferson St.

#### Includes:

- 2.5" Caliper deciduous tree, variety to be selected to match 2023 streetscape project
- Mulch
- Support staking

# Excludes:

- Steel tree grate
- Root barrier
- Concrete repair
- Irrigation repair

Total = \$1,500.00

Thank you,

Project Manager

Joel Franken

joelf@katerbergverhage.com