



City of *Hastings* Michigan

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

201 E. State Street 49058

Regular Council Meeting  
October 9, 2023  
Executive Summary

Item #	Summary
10A	<p><b>Description:</b> Councilmember Resignation</p> <p><b>Recommended Action:</b> Motion to accept the resignation of Jim Cary, Fourth Ward Councilmember.</p>
10B	<p><b>Description:</b> Resolution 2023-29</p> <p><b>Recommended Action:</b> Motion to approve Resolution 2023-29 censuring former Councilmember Jim Cary.</p>
10C	<p><b>Description:</b> Set workshop for review of the code of ethics ordinance</p> <p><b>Recommended Action:</b> Motion to set a City Council workshop to review a proposed code of ethics ordinance at 6:00 PM on October 23, 2023.</p>
10D	<p><b>Description:</b> Jingle and Mingle Request</p> <p><b>Recommended Action:</b> Motion to approve, under direction of staff, a request from the Jingle and Mingle Committee to hold the Hastings Jingle and Mingle event on Friday December 1, 2023 through Sunday December 3, 2023, in downtown Hastings.</p>

Item #	Summary
10E	<p><b>Description:</b> Tangle Town Playground Design</p> <p><b>Recommended Action:</b> Motion to accept the proposal from Playgrounds by Leathers for design phase services for an amount not to exceed \$52,600.</p>
10F	<p><b>Description:</b> Urban and Community Forest Grant</p> <p><b>Recommended Action:</b> Motion to approve the submission of an urban and community forestry grant application to the MDNR with a match of \$36,000.</p>
10G	<p><b>Description:</b> 1999 Ladder Truck (836) repairs</p> <p><b>Recommended Action:</b> Motion to approve repairs to the Fire Department's 1999 ladder truck by Allied Fire Sales for an amount not to exceed \$28,000.</p>
10H	<p><b>Description:</b> 2023 Lead Line Replacements</p> <p><b>Recommended Action:</b> Motion to approve a contract for plumbing services associated with the fall 2023 lead line replacements with Advantage Plumbing and Drain in the amount of \$43,785.</p>
10I	<p><b>Description:</b> City Manager Evaluation Report &amp; Compensation Adjustment</p> <p><b>Recommended Action:</b> Motion to approve a pay increase to step 6 (4.7%) for City Manager Sarah Moyer-Cale, effective October 9, 2023.</p>
10J	<p><b>Description:</b> October 31<sup>st</sup> Green Street Closure</p> <p><b>Recommended Action:</b> Motion to close Green Street from Broadway Avenue to Cass Street to include all intersecting roadways in on Tuesday October 31, 2023, from 5:00 PM until 8:00 PM.</p>

**City Council Agenda  
October 9, 2023**

1. Regular meeting called to order at 7:00 PM
2. Roll call
3. Pledge to the flag
- \* 4. Approval of the agenda
- \* 5. Approval of the minutes of the September 25, 2023, regular meeting and closed session
- √ 6. Public Hearings: (None)
7. Public Comment:
8. Formal Recognitions and Presentations:
  - \* A. Mayoral Proclamation - Library Appreciation Month October 2023
- √ 9. Items for Action by Unanimous Consent: (None)
- √ 10. Items of Business:
  - \* A. Consider the resignation of Jim Cary, Fourth Ward Councilmember, effective September 26, 2023.
  - \* B. Consider approval of Resolution 2023-29 censuring former Councilmember Jim Cary.
  - \* C. Consider setting a City Council workshop to review a proposed code of ethics ordinance at 6:00 PM on October 23, 2023.
  - \* D. Consider approval, under the direction of staff, the request from the Jingle and Mingle Committee to hold the Hastings Jingle and Mingle Event on Friday December 1, 2023, through Sunday December 3, 2023, in downtown Hastings.
  - \* E. Consider a proposal for design phase services for the TangleTown playground from Playgrounds by Leathers for an amount not to exceed **\$52,600**.
  - \* F. Consider approval of a submission of an urban and community forestry grant application to the Michigan Department of Natural Resources (MDNR) with a

match of **\$36,000**.

- \* G. Consider approval of repairs to the Fire Department's 1999 ladder truck by Allied Fire Sales and Service LLC for an amount not to exceed **\$28,000**.
- \* H. Consider approval of a contract for plumbing services associated with the fall 2023 lead line replacements with Advantage Plumbing and Drain in the amount of **\$43,785**.
- \* I. Consider Mayor Tossava's request to approve a pay increase to step six (4.7%) for City Manager Sarah Moyer-Cale, effective October 9, 2023.
- \* J. Consider a request from Hastings Police Chief Dale Boulter to close Green Street from Broadway Avenue to Cass Street including all intersecting roadways in between on Tuesday October 31, 2023, from 5:00 PM until 8:00 PM.

11. Staff Presentations and Policy Discussions: (None)

12. City Manager Report:

- \* A. Public Services Director Tate Monthly Report
- \* B. Fire Chief Jordan Monthly Report
- \* C. Assessor Rashid Monthly Report

√ 13. Reports and Communications:

- \* A. Draft DDA Minutes for September 21, 2023
- \* B. Event Calendar for October 2023

14. Public Comment:

15. Mayor and Council comment:

16. Adjourn

\* Items with enclosures.

√ Motion under agenda heading requires roll call vote.

### Guidelines for Public Comment

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

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

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

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**City Council Minutes**  
**September 25, 2023**

1. Regular meeting called to order at 7:00 PM by Mayor Tossava in Council Chambers at City Hall.
2. Present at roll call were: Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.  
  
City Staff and Appointees Present: Moyer-Cale, Bever, Boulter, Jordan, Tate, King, and Wood.
3. Pledge to the flag
4. Approval of the agenda  
  
Motion by McLean, with support from Jarvis, to approve the agenda as amended, to include item 10C considering the purchase of a new sewer camera.  
All ayes. Motion carried.
5. Approval of the minutes of the September 11, 2023 workshop and regular meetings  
  
Motion by Barlow, with support from Cary, to approve the minutes as presented.  
  
Ayes: Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.  
Nays: None.  
Absent: None.  
Motion carried.
6. Public Hearings: (None)
7. Public Comment:  
Tina Hardish, 118 E Walnut Street, sewer backup and issues  
Joel Ibbotson, Rutland Township  
Chuck Hurtzler, City of Hastings
8. Formal Recognitions and Presentations: (None)
9. Items for Action by Unanimous Consent:
  - A. Consider casting a ballot on behalf of the City of Hastings for George Bosanic, Sue Osborn, and Dave Post to serve three-year terms on the Michigan Municipal League (MML) Liability & Property Pool Board.  
Comments from Mayor Tossava.

Motion by Cary, with support from Nesbitt, to cast a ballot on behalf of the City of Hastings for George Bosanic, Sue Osborn, and Dave Post to serve three-year terms on the Michigan Municipal League (MML) Liability & Property Pool Board.

Ayes: Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

Nays: None.

Absent: None.

Motion carried.

# 10. Items of Business

- A. Consider request from the Hastings Downtown Business Team to hold Fall Girls Night Out and hold sidewalk sales on Thursday, October 5, 2023 from 5:00 PM to 8:00 PM under the direction of staff and consider adoption of **Resolution 2023-28** staying the necessary ordinances.

Motion by Bowers, with support from Furrow, to approve the request from the from the Hastings Downtown Business Team to hold Fall Girls Night Out and hold sidewalk sales on Thursday, October 5, 2023 from 5:00 PM to 8:00 PM under the direction of staff and adopt **Resolution 2023-28** staying the necessary ordinances

Question from Cary.

Ayes: Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

Nays: None.

Absent: None.

Motion carried.

- B. Consider approval of a contract for tree planting from Horrocks in the amount of **\$17,932.64**.

Motion by Nesbitt, with support from Barlow, to approve the contract for tree planting from Horrocks in the amount of **\$17,932.64**.

Ayes: Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

Nays: None.

Absent: None.

Motion carried.

- C. Consider approval of the purchase of a new VeriSight Pro sewer camera from Bell Equipment for **\$12,900.00**.

Comments from Mayor Tossava.

Motion by Jarvis, with support by McLean, to approve the purchase of the

VeriSight Pro sewer camera from Bell Equipment for **\$12,900.00.**

Ayes: Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

Nays: None.

Absent: None.

Motion carried.

11. Staff Presentations and Policy Discussions (None)

12. City Manager Report:

City Manager Moyer-Cale addressed council.

A. Police Chief Boulter presented his monthly report and addressed council.

Questions from Jarvis and Furrow.

B. City Clerk/Treasurer Bever presented his monthly report and addressed council.

C. Community Development Director King presented his monthly report and addressed council.

Question from McLean.

13. Reports and Communications:

A. Riverside Cemetery Preservation Advisory Board Minutes August 9, 2023

B. Event Calendar for September 2023

C. Event Calendar for October 2023

Motion by McLean, with support from Jarvis, to approve and place items A-C on file.  
All ayes. Motion carried.

14. Public Comment:

Joel Ibbotson, Rutland Township  
Charles Hurtzler, City of Hastings  
Adam Heikkila, Local Business Owner  
Julie Wallace, City of Hastings  
Leron Queed, City of Hastings

15. Mayor and Council comment:

Comments from Cary and Bowers.

16. Closed Session

A. Consider recessing to closed session at the conclusion of regular business as permitted by PA 267 of 1976, Section 15.268-8(h) to consider material exempt



from disclosure by state or federal statute (to receive privileged attorney-client communication).

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

Ayes: Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

Nays: None.

Absent: None.

Motion carried.

B. Recess to closed session at 7:40 PM.

C. Adjourn back to open session at 8:50 PM.

17. Consider approval of an amendment to the agenda.

Motion made by McLean, with support from Barlow, to amend the agenda to include an additional item.

All ayes. Motion carried.

18. Consider directing the City Manager and City Attorney to draft a code of ethics and resolution of censure.

Motion made by McLean, with support from Jarvis, authorizing the City Manager and City Attorney to draft a more stringent code of ethics and to draft a resolution of censure against Councilmember Jim Cary.

Ayes: Barlow, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

Nays: Bowers, Cary.

Absent: None.

Motion carried.

19. Adjourn

Motion by McLean, with support from Jarvis, to adjourn at 9:01 PM.

All ayes. Motion carried.

Read and Approved:

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David J. Tossava, Mayor

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Christopher R. Bever, City Clerk





# Official Proclamation

## City of Hastings, Michigan



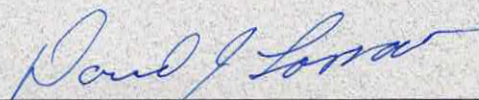
### Michigan Library Appreciation Month October 2023

- WHEREAS:** The Michigan Library Association (MLA) annually designates the month of October as a statewide observance to celebrate the contributions of Michigan's public, school, academic, tribal, cooperative and special libraries;
- WHEREAS:** Michigan's libraries are essential institutions that serve as cornerstones of knowledge, learning, and community engagement; and
- WHEREAS:** libraries play a vital role in fostering education, lifelong learning, and literacy for people of all ages, backgrounds, and abilities; and
- WHEREAS:** libraries provide a welcoming and inclusive environment that encourages exploration, discovery, and personal growth; and
- WHEREAS:** libraries offering access to a diverse array of resources including books, digital media, educational programs, and technology; and
- WHEREAS:** libraries play a significant role in promoting the right to read and the right to access information, enabling individuals to make informed decisions and engage in open discourse; and
- WHEREAS:** libraries provide essential services to underserved communities, bridging the digital divide and offering critical support for job seekers, students, and individuals seeking to improve their lives; and
- WHEREAS:** hundreds of libraries and millions of library supporters across Michigan are celebrating Michigan Library Appreciation Month this October.

**NOW THEREFORE BE IT RESOLVED,** that, I, Mayor David J. Tossava, on behalf of the City of Hastings and the Hastings City Council do hereby proclaim October 2023 as Michigan Library Appreciation Month. During this time, I encourage all residents, community organizations, and public officials to join in celebrating the libraries in our state, their dedicated staff, and the countless ways in which libraries enrich our lives and contribute to the betterment of society.

IN WITNESS WHEREOF, I have hereunto set my Hand and caused the Official Seal of the City of Hastings, Michigan, to be affixed this the 9<sup>th</sup> day of October 2023.



  
 David J. Tossava, Mayor





10.A.

# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Acceptance of Resignation of Councilmember Jim Cary**

**Meeting Date: October 9, 2023**

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Recommended Action:

Motion to accept the resignation of Jim Cary, Fourth Ward Councilmember.

Background Information:

Councilmember Cary submitted a letter of resignation effective September 26, 2023.

Financial Implications:

None.

Attachments:

- Mr. Cary's letter of resignation.

September 26, 2023

Dear Hastings City Council,

I am resigning from the Hastings City Council representing the Fourth Ward effective immediately due to health issues. I look forward to continuing to serve the residents of Hastings in other ways.

Sincerely,

A handwritten signature in blue ink, reading "James Cary". The signature is written in a cursive style with a large, sweeping "J" and a long, trailing flourish at the end.

Jim Cary



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Resolution 2023-29**

**Meeting Date: October 9, 2023**

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**Recommended Action:**

Motion to approve Resolution 2023-29 censuring former Councilmember Jim Cary.

**Background Information:**

At the September 25, 2023, City Council meeting, Council directed the City Attorney to draft a resolution of censure for former Councilmember Jim Cary.

**Financial Implications:**

None.

**Attachments:**

- Resolution 2023-29

**CITY COUNCIL  
CITY OF HASTINGS  
BARRY COUNTY, MICHIGAN**

**RESOLUTION 2023-29**

**RESOLUTION TO CENSURE RECENT COUNCILMEMBER ACTIONS**

Councilmember \_\_\_\_\_, supported by Councilmember \_\_\_\_\_,  
moved the adoption of the following resolution:

**WHEREAS**, the City of Hastings Council is responsible for the general administration of the City and such officers and employees of the City serve at the pleasure of the Mayor and Council; and

**WHEREAS**, the Council is the judge of the election and qualification of its own members and has the power to set forth standards of conduct for its members; and

**WHEREAS**, Mr. Jim Cary, a recently resigned fourth ward councilmember, has been subject to public scrutiny and a subsequent police investigation arising from his continuous and inappropriate sending of unwanted electronic communications to a former relative; and

**WHEREAS**, Mr. Cary has also abused his power as councilmember to intimidate and threaten such individual by claiming he has close friends and influence over judicial branch members and the Hastings Police Chief; and

**WHEREAS**, Mr. Cary's actions have caused disruption to Council activities, impaired the reputation of the City and the professional responsibilities of the Council, disrespected and eroded community trust, and resulted in unwanted negative attention to the City.

**NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:**

1. That the City Council does hereby publicly censure former Councilmember Cary. This public censure serves as a reprimand for Mr. Cary's inappropriate communications and to make clear for the record that the Council in no way condones his recent actions; and

2. That the City Council does hereby publicly state that Mr. Cary's actions are in no way representative of the standards of conduct that the Council expects of its members and are a disappointment to the Council as a whole.

YEAS: Councilmembers \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

ABSTAIN: Councilmembers \_\_\_\_\_

**RESOLUTION DECLARED** \_\_\_\_\_.

Dated: October 9, 2023

\_\_\_\_\_  
Christopher R. Bever, City Clerk/Treasurer

### **CERTIFICATION**

I, the undersigned duly qualified and acting Clerk of the City of Hastings, Barry County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on October 9, 2023, the original of which is on file in my office, and public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: October 9, 2023

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Christopher R. Bever, City Clerk/Treasurer





# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Schedule Workshop to Discuss Proposed Code of Ethics Ordinance**

**Meeting Date: October 9, 2023**

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**Recommended Action:**

Motion to set a City Council workshop to review a proposed code of ethics ordinance at 6:00 PM on October 23, 2023.

**Background Information:**

At the September 25, 2023, City Council meeting, Council directed the City Attorney and City Manager to draft a code of ethics ordinance Council's consideration. It is recommended that City Council schedule a workshop to review a proposed ordinance at 6:00 PM on Monday, October 23, 2023. The code of ethics ordinance is still being drafted, and a copy will be provided to City Council in advance of the workshop.

**Financial Implications:**

None.

**Attachments:**

- None



# Regular Council Agenda Item Memorandum

**To:** Mayor Tossava and City Council

**From:** Dan King

**Subject:** Jingle and Mingle Request to Hold Annual Holiday Event

**Meeting Date:** October 9, 2023

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## Recommended Action:

Motion to approve, under direction of staff, a request from the Jingle and Mingle Committee to hold the Hastings Jingle and Mingle event on Friday December 1, 2023, Saturday December 2, 2023, and Sunday December 3, 2023, in downtown Hastings.

## Background Information:

The Jingle and Mingle committee are a subcommittee of the Downtown Business Team. This group has been planning and organizing this annual holiday event for eight years. The events range from the Manger Lighting and Lighting of the Mayor's Christmas tree on Friday night to a pancake breakfast, games, and arts and crafts on Sunday. Saturday there will be many events including the 69<sup>th</sup> annual holiday parade at 5:30 p.m. on Saturday.

## Financial Implications:

Generally, DPS delivers barricades and fireplaces during scheduled work hours, plus a minimal amount of Police Department overtime. The city has not charged Jingle and Mingle for these services in the past.

## Attachments:

- Jingle and Mingle Request Letter
- Jingle and Mingle Special Event Application
- Event Maps for Friday, Saturday, and Sunday



September 19, 2023

Honorable Dave Tossava and Hastings City Council

City of Hastings

201 E. State Street

Hastings, MI. 49058

Dear Mayor Tossava and City Council Members:

The Jingle & Mingle Committee, operating as a subcommittee under the Downtown Business Team would like permission to hold our annual Christmas Event, "Hastings Jingle & Mingle" on the dates of December 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup>. The weekend will host many activities, including but not limited to The Manger Lighting, Mayor's Tree Lighting, Crowning of Princess and Prince, Carriage and Wagon Rides, 5k Santa Dash, no registration fee, bring a gift for the "United Way", Cookies with Santa, Letters to Santa, Santa's Workshop, Reindeer Petting Zoo, Breakfast with Santa, the Hastings Christmas Parade, 2,200 candy canes have been ordered, along with 2,200 light up, blinky Peppermint Lollipop Wand to be given out by the Downtown Merchants just before the parade.

New this year... Santa's Workshop will be open everyday. Selfie stations throughout town. The Santa Dash has taken on a new and exciting goal of 110 people to register to run through town down. Last year the United Way helped 500 children at Christmas with donations this year we are shooting for 600 children, any light up lollipop's leftover are given to the United Way. Santa will be riding in a horse drawn carriage during the parade, along with Prince and Princess. QR Codes will be much easier for voting in the Chili Cook Off. Cash prizes for the Chili Cook Off.

"Sound Around Town". Gives us the ability to make Downtown more festive for the entire event. The sound system will supply not only music, but can be used for event announcements, advertising and will allow us to have a "live" Master of Ceremony for the Christmas Parade. Jon Anderson of PrimeNRG will provide the sound system this will require installing a 70v wired loudspeaker system around Downtown. This is the same system that was used last year. Coverage would span State Street from Church to Boltwood and go South one block on Church and Jefferson.

69th Annual Christmas Parade. We would like to continue building upon the success of last years 79 entries. The evening Christmas Parade starting at 5:30 p.m. on Saturday, December 2<sup>nd</sup>. The intention is to provide a lit parade and continue a tradition of visitors arriving early in the day to enjoy various events and shopping that will lead up to the parade. The restaurants will have a "Drink and be Merry" specials for after the parade. I have commitments from Kloosterman's and Waldorff for drink and food specials. Quick reminder, the parade route will be the same as Summerfest Route, with the exception, no State Highway, route will run up Church, then back down State.

5K Santa Dash. Start your weekend running around town, using our original Santa Dash route, along the beautiful river walk trail, to Bliss Park, back to Thornapple Plaza. This event takes place on December 2<sup>nd</sup>, 10 a.m. Instead of \$25.00 entry fee, we will be accepting donations for the United Way.

Santa... On Sunday December 4<sup>th</sup>, we will again concentrate activities downtown by closing off State Street at Jefferson, Michigan and Church Street. This would allow us to hold several activities that draw families to the center of downtown. We will be erecting a tent that would host a free pancake breakfast, along with games and art crafts for kits. This tent could be beneficial especially if we experience inclement weather. Additionally, in and about the enclosed area we will have a reindeer petting zoo, Santa with a fire truck, the Holly Trolley, wagon and carriage rides and other activities! The December 3<sup>rd</sup>, event will run from 11-3p.m. so, the closure of the intersection is anticipated to be for several hours prior to and after the event. We will solicit downtown businesses to be open for this 4 hour event on Sunday once approved.

In closing, we would like to have the City Council review and approve these plans so that we may make public announcements as soon as possible. If you have any questions or need further information, please let us know.

***Tracy Baker***

Chair of the Hastings Jingle & Mingle Committee

[Tracy@Athomerealestate.org](mailto:Tracy@Athomerealestate.org) (269) 217-2078



## City of Hastings Special Event Application

The City of Hastings values the unique events and gatherings that make our community special. The City has created this application form to help organizations provide adequate information for their requests to be considered. Please contact the Community Development Department with any questions or concerns about this form.

### Section 1: Applicant/Organization Information

Hastings Jingle & Mingle	269.217.2078
Applicant/Organization Name	Phone
Tracy Baker	269.217.2078
Contact Name	Phone
	Email
Tracy@Athomerealestate.org	
107 E. State Street	Hastings
Street	City
	MI
	State
	49058
	Zip
Contact person on day of event (if different than above)	Phone

### Section 2: Event Information

Hastings Jingle & Mingle
Name of Event
Three Days Of Holiday Fun, Including Santa, Reindeer, Wagon And Carriage Rides, All Events Are Free
Description of Event
Friday December 1st, Saturday December 2nd and Sunday December 3rd, 2023 10:00 am - 9:00 pm.
Event Dates
Time (From/To)
Friday, December 1st - 12:00 p.m.
Sunday, December 3rd - 3:00 p.m.
Set up Date(s) and Time(s)
Clean Up Date(s) and Time(s)

Downtown Hastings

Location(s) of Event

50 Volunteers

500+ a day

Estimated number of volunteers

Estimated daily attendance (if known)

### Section 3: Event Details

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

- ☒ Road closure
  - ☐ If checked, please provide a proposed detour route.
- ☐ Closure of public parking area
- ☒ Use of park area
- ☒ Firepits/open flame
- ☐ Fireworks or pyrotechnics
  - ☐ If yes, provide a copy of liability insurance listing the City as an additional insured party.
- ☐ Food and/or non-alcoholic beverage service or sales (if yes, contact Barry County Health Department)
  - ☐ If yes, provide copy of Health Department Food Service License
- ☒ Temporary structures (including tents or pavilions)
- ☒ Music
  - ☒ If yes, what time will music begin and end? 10:00 a.m. - 4:00 p.m.
  - ☐ If yes, what type of music is proposed? Live – Acoustic   Live - Amplification   Recorded
  - ☐ Loudspeakers or public address system
- ☒ Parade
- ☒ Race (ex: 5K)
- ☐ Vendors/sale of goods
- ☐ Carnival rides
  - ☐ If yes, provide a copy of liability insurance listing the City as an additional insured party.
- ☒ Signs or banners
- ☒ Animals/petting zoo
- ☒ Portable restroom facilities
- ☐ Donation collection/free will offering
- ☐ Other \_\_\_\_\_
- ☐ Alcohol
  - ☐ If yes, provide copy of liquor liability insurance with the City listed as an additional insured.
  - ☐ If yes, provide a copy of Michigan Liquor Control License.
  - ☐ If yes, describe measures to be taken to prohibit the sale of alcohol to minors (use separate pages if necessary).
  - ☐ If the alcohol is being served in the Social District, a Council Resolution suspending the district is required.

Please describe how garbage will be managed?

A combination of two things. 1. Hastings DPS usually comes through town once a day to empty trash. I provide trash

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cans and empty into my personal trash.

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#### **Section 4: Site & Event Plan**

Please prepare a site plan that includes the following information:

Location of all temporary structures, food/concessions, booths, portable restrooms, road closures, barricades, music, event signage, garbage cans, and other event locations. Include location of exit pathways.

## Section 5: Acknowledgements and Hold Harmless Agreement

The Applicant understands and agrees to the following:

1. This application is subject to review by various city departments and must be approved by the City Council. Failure to submit this application in a timely manner may delay approval or result in the denial of the application. Submission of the application does not guarantee an approval. The City may require conditions on the approval of any application.
2. The applicant must comply with all local and applicable state laws and policies. The Applicant acknowledges that approval of the special event does not relieve the applicant from meeting any requirements of law or those of other bodies or agencies applicable to the event.
3. The Applicant agrees to clean up and restore the area in the condition it was found prior to the event. The City is not responsible for equipment or personal items left on public property.
4. The Applicant acknowledges that they shall not discriminate against any employee or applicant for employment because race, color, religion, sex, national origin, age, disability, or any other applicable status protected by federal, state, or local law. The Applicant further agrees that it will comply with the Civil Rights Act of 1973, as amended, and the Michigan Civil Rights Act of 1976 (78. Stat 252 and 1976 PA 453) and will require the same of any consultant or sub-contractor involved in hosting the event.
5. Upon approval of the event, the Applicant agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers, and contractors from any and all claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from any act or omission by the applicant, its agents, employees, contractors, and volunteers, and violation of state or federal law, and any other acts of the applicant or attendees causing personal injury or property damages in connection with this event.
6. A breach in any of the above may result in the denial of the application or revocation of an approval by the City.

Tracy Baker, Hastings Jingle & Mingle

Printed Name of Applicant & Name of Organization

	dotloop verified 09/19/23 1:36 PM EDT SREU-PLRY-HAVN-XOVR
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Signature

09/26/2022

Date



## Section 6: City Review – For Office Use Only

### A. Police Department Review:

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

Yes, lead the Santa Dash to the path. Lead the parade. Crowd control during the parade.

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Other Comments:

### B. Public Services Director Review

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

☒ Trash receptacles   ☒ Barricades   ☒ Traffic cones   \_\_\_ Restroom Cleaning  
\_\_\_ Fencing   ☒ Water or Electric   ☒ Other

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

Yes, place fire pits, turn on power to the poles, place heavy equipment at intersections during the parade

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Other Comments:

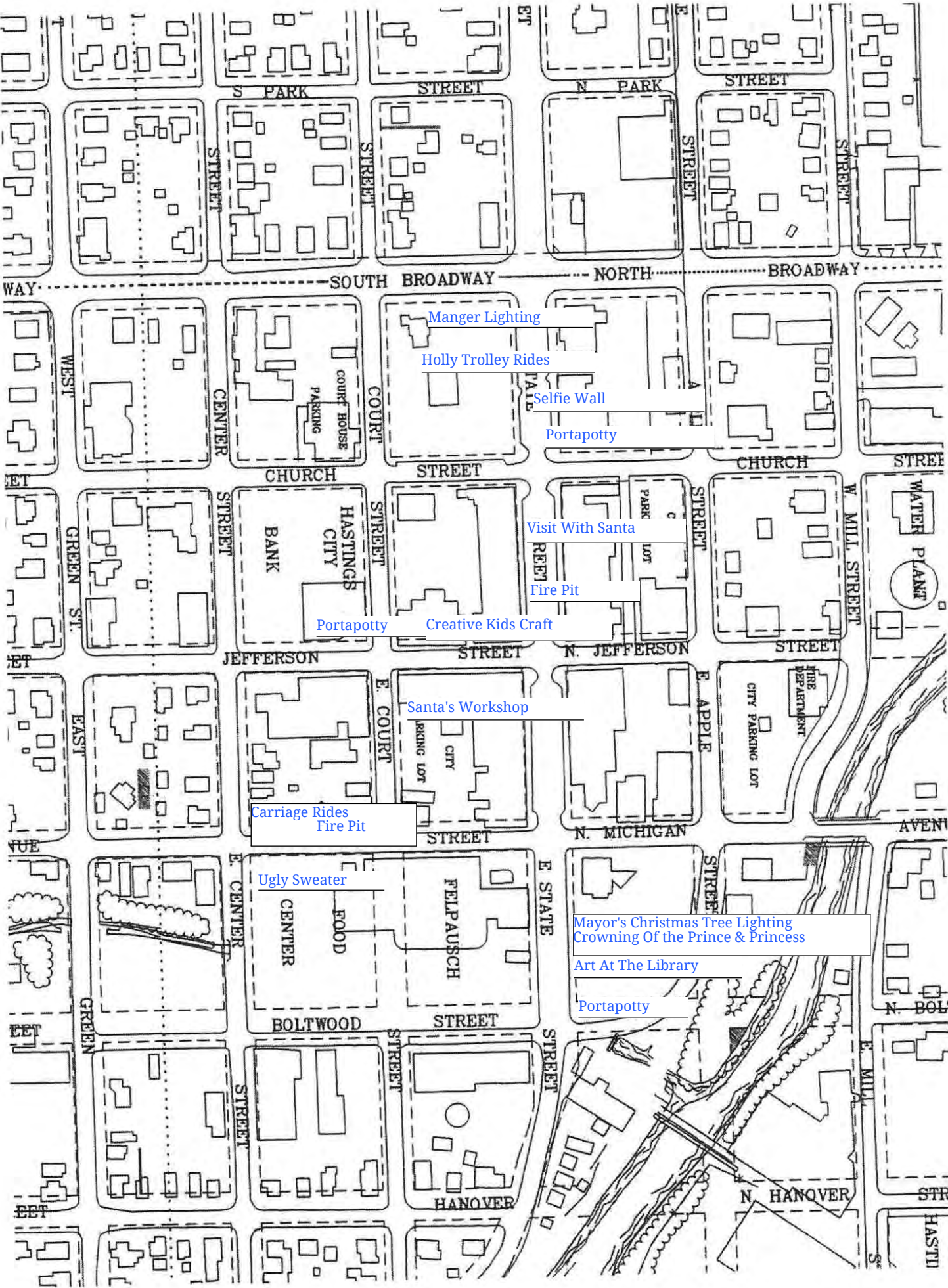
### C. Fire Chief Review

Comments:

### D. Community Development Department Review

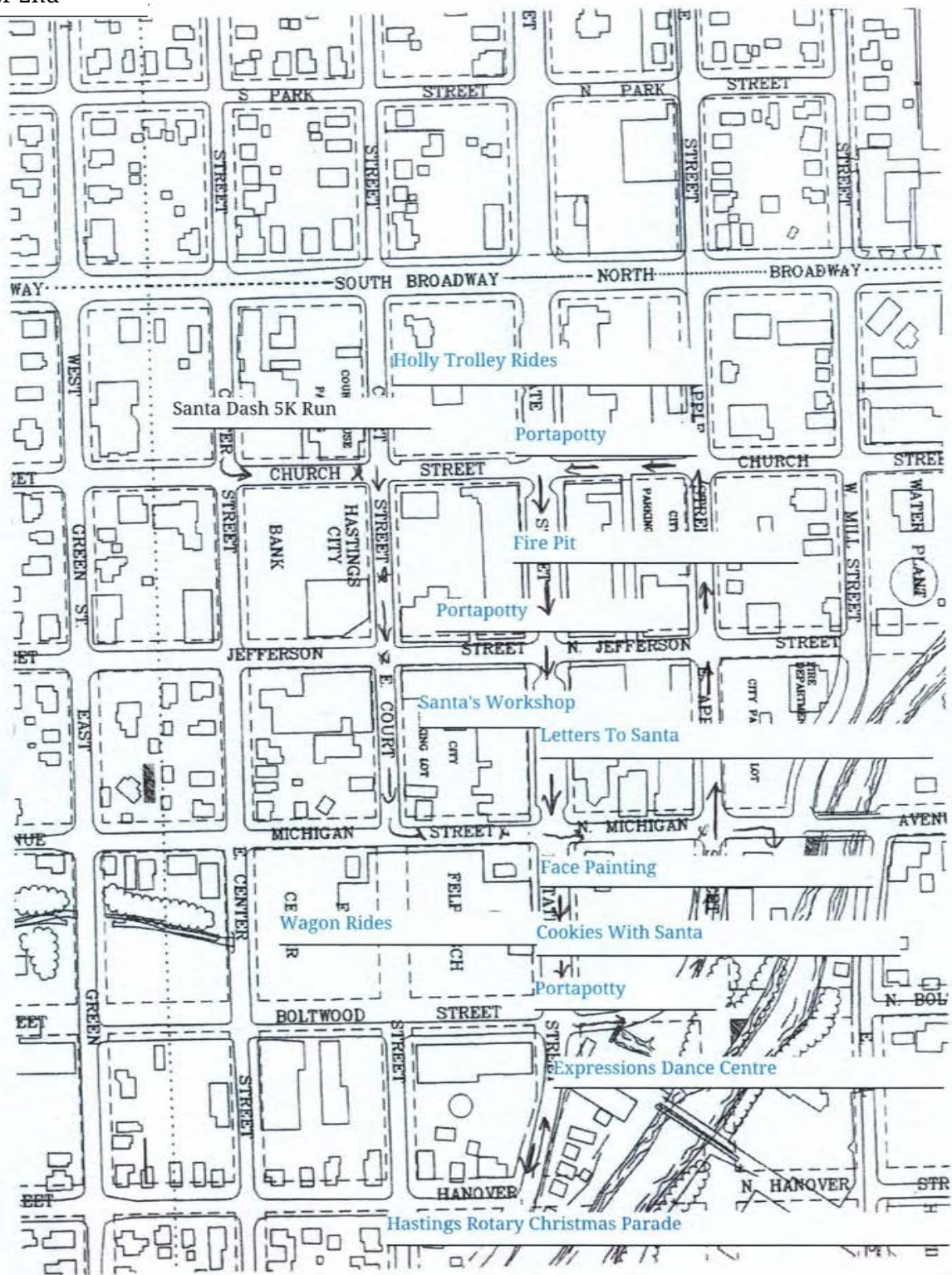
Comments:

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





Saturday, December 2nd



— Parade Route

- Santa Dash





# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Approval of Agreement with Playgrounds by Leathers for Design Work**

**Meeting Date: October 9, 2023**

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## Recommended Action:

Motion to accept the proposal from Playgrounds by Leathers for design phase services for the TangleTown playground for an amount not to exceed \$52,600.

## Background Information:

The Park and Recreation Committee has been evaluating the TangleTown playground and has sought public feedback through an online survey about the future of the park. The wood structure playgrounds typically last about 20 years and ours is 26 years of age. We are seeing increased maintenance and safety concerns and replacement of the structure is needed.

The Park and Recreation Committee put out a survey about TangleTown to which **1,619 people** responded with input. The overwhelming feedback from that survey is that people love TangleTown the way it is. They appreciate the wood elements and feel it creates a unique place for imagination-inspired play. However, they also understand that it is deteriorating and if it does need to be replaced, they'd like it to be replaced with another structure very similar to the current one.

The Committee recommends working with Playgrounds by Leathers to design the new playground. This is the same company that the City worked with to construct the original TangleTown. We would like to make this another community build project similar to the first version. They no longer use wood, but instead use recycled plastic lumber that will provide at least double the life expectancy of the current wood playground. It will still have a wood-like appearance. The Committee would also like to keep the play structures about the same size as what is currently there. We anticipate having a PiP Rubber surface which is safer and longer lasting than wood mulch material and allows for more universally accessible features.



# Regular Council Agenda Item Memorandum

The total estimated project cost is \$650,800. The City has set aside \$250,000 for this project and the rest would need to be fundraised. Playgrounds by Leathers can assist with fundraising and public input for the project. We may also seek crowdfunding through Patronicity (Public Spaces Community Places) as a source of funding. Construction would not start until all funds have been raised.

I have included a few concept plans from similar projects in the packet. I would encourage you to visit their website for more examples from their portfolio at [www.playgroundsbyleathers.com](http://www.playgroundsbyleathers.com).

## Financial Implications:

This is a budgeted expense from the General Fund.

## Attachments:

- Proposal by Playgrounds by Leathers
- Concepts of Similar Playground Layouts in other Communities

Date: 9/18/2023



## PRELIMINARY PROPOSAL

Scope of Services and Proposal  
for the construction of a new Leathers Playground  
at TangleTown

### Project Summary:

Play Area (sf): 12,550  
Build Method: Volunteer  
Surfacing choice: PiP Rubber

Sarah Moyer-Cale  
TangleTown  
300 South Main St  
Hastings  
MI, 49058

Construction Week: [TBD Date]

**PLEASE READ THIS ENTIRE PRELIMINARY PROPOSAL, HEREINAFTER CALLED PROPOSAL. IT CONTAINS IMPORTANT INFORMATION FOR YOUR PROJECT.**

This proposal constitutes an estimate of the work our office will provide for your project and the associated fees. The fees outlined here will vary only if additional work is requested or required. Examples of work that would generate additional fees include details above and beyond those necessary for us to build the project, a major change in project's scope, or a change of site.

The construction phase will not change except by mutual agreement between Leathers & Associates and the community. Certain conditions may be encountered during construction that significantly affects consultants' total number of hours. Variables such as weather and low volunteer turnout are impossible to identify until the time of construction and may affect the total hour's necessary for construction consultation. However, additional fees will be charged only if construction continues beyond the final scheduled day.

The following pages contain an outline of the services we are to provide. Please contact us If you have any questions about this proposal.

This proposal is valid through 12/17/2023

PO Box 3364  
Jupiter, FL 33469-9998  
Toll Free 877-564-6464  
[www.playgroundsbyleathers.com](http://www.playgroundsbyleathers.com)

The following is an outline of fees for Leathers & Associates' professional services & materials:

**Design Phase**

Preliminary Playground Design Fee: \$ 2,400.00  
Schematic drawing, estimated budget, preliminary components list, fundraising tool.

Development, Construction Documents, Final Design Fee: \$ 40,677.05  
Final rendering drawing, working drawings and specifications for our consultants.

Project Management / Materials Management Fee: \$ 3,848.96  
Project management services, Materials list, Tools list, Volunteers estimates.

PIP Rubber surface specifications Fee: (if applicable) \$ 5,647.50  
Additional drawings to be provided for your surface installer

**Construction scheduling**

Construction scheduling Fee: \$ 950.00  
Confirms your construction date.

**Organization Phase**

Organization Phase Fee: \$ 1,900.00  
Estimated travel expenses (unless done remotely) \$ 1,200.00

**Construction Consultation**

Construction Consultants Fee: (Estimated 6 days) \$ 22,320.00  
Estimated travel expenses \$ 1,600.00  
Hotel accommodations are not included and are typically donated.

**Estimated Materials**

Estimated materials /w Shipping \$ 369,791.33  
Estimated Surfacing - PIP Rubber Surface \$ 181,975.00

**SUB-TOTAL** **\$ 632,309.84**

Materials contingency \$ 11,093.74  
Project contingency \$ 7,395.83

**TOTAL ESTIMATED BUDGET** **\$ 650,799.40**

## **BASIC SERVICES**

The Basic Services consist of the phases described below.

### **DESIGN PHASE**

#### Preliminary Design

A representative of Leathers & Associates shall consult with the client to ascertain the requirements of the project and on establishing design goals and the initial scope of the project. The firm shall prepare schematic design studies, consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the client.

Leathers & Associates will prepare and provide a preliminary budget summary based on the information gathered during the preliminary design. In addition, the firm will provide a preliminary components list to assist the clients' fundraising efforts, as well as an electronic fundraising tool to help manage financial goals.

#### Development & Final Design

Leathers & Associates shall review and consult with the committee on the schematic design and shall incorporate the design feedback requested by the committee. Leathers & Associates shall refine and change the schematic design to conform with the current safety and accessibility guidelines (ASTM F1487, CPSC Pub. No. 325, and ADA requirements) and to fit site and utility requirements. Individual details, traffic flow and budget constraints shall be considered.

#### Construction Documents

Leathers & Associates shall prepare from the schematic design, for approval by the client, the working drawings and specifications setting forth the requirements for the construction of the entire project. These documents typically consist of plan view drawings, site drawing with stakeout and post information. Upon completion of the final design, we will produce a rendering drawing.

Leathers & Associates shall assist the client in filing the required documents for the approval of governmental authorities having jurisdiction over the project. It is, however, the client's responsibility to identify any such requirements and authorities and to follow through with any required filings.

#### Project Management Services

The client will be assigned a project manager, who will serve as the client's main contact from shortly after the Design Phase through the construction of the project. The project manager is available from 8 a.m. to 5 p.m. Eastern Time and can be reached by telephone or email. If the project extends past the initially agreed upon construction date, there may be additional project management fees. This service also provides the client with a custom comprehensive tools list, detailing all of the tools required to complete the construction of the project. In addition, we will provide the client with an estimate and schedule for the number of volunteers the project will need to complete construction.



### Materials Management

Leathers & Associates shall provide the client with a Materials List, enabling the client to purchase or obtain donations for all materials necessary for the completion of the project. A suppliers list and specifications for materials are part of this list.

## **CONSTRUCTION SCEDULING**

### Construction scheduling Fee

This fee reserves your construction dates. Dates are available on a first come first serve basis. The earlier you confirm your dates the more likely you are to get your first choice. Once confirmed if you change your dates, you may be charged an additional fee.

## **ORGANIZATION PHASE**

### Organization Phase Fee

Leathers & Associates shall provide organizing and coordinating assistance and support by phone to the committee. A representative of Leathers & Associates shall also conduct Organization Day meetings with the client.

## **CONSTRUCTION CONSULTATION**

### Construction Consultants Fee

Leathers & Associates shall provide construction consultants who will be present at the site during construction. The consultants shall work with the committee during construction to provide observation of construction and interpretation of drawings.

The construction consultants shall familiarize themselves generally with the progress and quality of the work and determine in general if the work is proceeding in accordance with the construction drawings. The construction consultants shall be the interpreters of the requirements of the construction documents and the impartial judges of the performance thereunder by the volunteers.

The construction consultants shall have the authority to reject work that does not conform to the construction documents. Whenever, in their reasonable opinion, they consider it necessary or advisable to ensure the proper implementation of the intent of the construction documents, they shall have authority to require replacement of any work at any stage of construction. The construction consultants' decisions shall be final if consistent with the intent of the construction documents.

The construction consultants shall conduct a final inspection upon substantial completion of the work and shall prepare a punch list for the committee's use to accomplish full completion of the project.

Leathers & Associates shall receive and review the punch list and shall issue a certificate of substantial completion.

## **ESTIMATED MATERIALS**

As part of a budget overview we have estimated the cost for the main materials for the project. As part of a community-built project it's anticipated that some materials and services will be donated. Your project manager will review the materials list with you for a complete understanding.

For budget proposes we have estimated the cost of the materials necessary for the project. This is just an estimate until we develop the schematic design and obtain actual estimates. Upon completion of the design development the client will be given the necessary materials to obtain final estimates. Materials and shipping estimates may change between your Design Phase and the construction.

Surfacing can be a large percentage of the projects budget depending on the clients' requirements; therefore, this line item has been broken out for review.

## **CONTINGENCIES**

We have included contingencies to help ensure trying to keep the project on budget. While the contingencies can be used together, we have broken them down into two categories. The first is a material contingency. This may typically be used during construction to cover any last-minute materials developments. The second is a project contingency. This is to cover any miscellaneous costs during the entire project from pre-construction through construction.

## **TOTAL ESTIMATED BUDGET**

The total estimated budget is the total anticipated cost to complete the project including contingencies. Some estimates like shipping may change right up to the time you place your orders. It's important that the materials coordinator monitors the budget throughout the project. We continuously assist the client to track and ensure the project stays on track.

## **TRAVEL FEES**

Travel charges for Organization Day and Construction are estimated in this proposal. Actual expenses will be determined prior to each service.

Hotels for construction is not included in this estimate as they are typically donated. If donations are not secured the client will need to secure accommodations.

## PAYMENT OF FEES

All bills preceding construction are typically due two weeks from the invoice date.  
Construction consultation fees are due on the final day of construction.

Phase / Fee	Approximate Due dates
Preliminary Playground Design Fee	Two weeks before receiving schematic
Development/Construction Documents Fee	Two weeks after receiving documents
Project Management / Materials Management Fee	Two weeks after receiving documents
PIP Rubber surface specifications Fee	Two weeks after receiving documents
Construction scheduling Fee	After receiving final documents
Organization phase	Before Organization Day
Construction phase	Last day of construction

All invoices are subject to a 1.5% per month surcharge on any unpaid balance after the due date (annual percentage rate of 18%).

# PEEKS PARK PLAYGROUND

## THE NEXT GENERATION



**CEDARTOWN, GEORGIA**  
ARTIST'S CONCEPT SKETCH BY



Playgrounds by  
**LEATHERS**  
Dream. Build. Play!



# HAND IN HAND PLAYGROUND 2.0

BLACKSBURG, VA



Playgrounds by  
**LEATHERS**  
Dream. Build. Play!

ARTIST'S CONCEPT  
Trees outside fence  
not shown for clarity





South Shore All Abilities Playground



Concept rendering by  
Playgrounds by  
**LEATHERS**  
Dream. Build. Play!





# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Approval of Urban and Community Forestry Grant Application**

**Meeting Date: October 9, 2023**

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## Recommended Action:

Motion to approve the submission of an urban and community forestry grant application to the MDNR with a match of \$36,000.

## Background Information:

A discussion started over a year ago about the need to improve the management of the city's trees, including the right-of-way trees. Trees provide numerous benefits including improved aesthetics, reduction in the heat island effect, storm water management, increased property values, and improved public health. For many years, there were inadequate local standards for selecting the trees to be planted. More recently, staff have been intentional about selecting trees that are native and/or appropriate for the site location. We would like to expand these efforts into the creation of a holistic tree management program.

The grant would help us GIS locate, identify, and assess all of the street trees in the City. This information will then be used to help us select the most appropriate trees for planting location as well as broaden our tree diversity. The information will be housed in our GIS system so that we can document changes to our tree infrastructure. The grant requires a 1:1 match, so I plan to use tree planting costs that the City already planned to do as our match. Since we have not yet budgeted for the next fiscal year, this submission requires Council's approval.

## Financial Implications:

We spend approximately \$18,000 per year planting trees. With the match of \$36,000, we would essentially plant twice as many trees as usual in one year and then skip tree planting the following year to keep costs the same. The grant would cover the data collection and assessment.



# Regular Council Agenda Item Memorandum

Attachments:

- Wightman Proposal





September 13, 2023

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

Attention: Ms. Sarah Moyer-Cale, City Manager

**RE: CITY OF HASTINGS – GIS TREE INVENTORY AND ASSESSMENT**

Dear Ms. Moyer-Cale,

Wightman has delivered first-class Architecture, Engineering and Survey solutions to a diverse collection of clients since 1946. Because of our diverse professional backgrounds, varied project exposure, broad experience, and continuing education we can craft the right team for each unique client. Outstanding client service is our culture. Becoming trusted advisors and true partners guides our actions. Wightman is pleased to present the following proposal to the City of Hastings to develop an inventory and assessment of the tree population within the City limits.

The City of Hastings is committed to maintaining the health and safety of its street right-of-way within the City limits. Within the right-of-way, the City manages a tree population that offers many benefits to the community. City staff routinely prune trees to remove obstructions with pedestrian traffic or utility infrastructure as well as to prolong their health. Trees are a vital asset to the urban environment. Not only do trees add beauty to the landscape but they offer many health benefits as well.

GIS is a powerful tool that can assist in many areas of an organization by creating operational efficiencies, breaking down data silos, assisting with communication, and empowering users and managers to make informed data-driven decisions. GIS is commonly used by organizations to help collect, manage, analyze, and display information about their many assets. We are proposing to partner with the City of Hastings to develop an inventory and assessment of their tree population within the City limits and street right-of-way. The results of the inventory will be used to determine where new trees can be planted. They will also demonstrate the overall health of the tree population and even where potential liabilities may exist with dead trees. Also, having this information available will allow the City to plan and allocate the resources needed to effectively maintain the tree population moving forward. We are proposing to assist in this process in the various phases outlined below.

## Section I – Project Goals

We understand the goals for this project are:

- Establish tree inventory and assessment criteria
- Develop GIS database
- Perform field inventory and assessment of right-of-way trees
- Develop online map and dashboard of tree information
- Provide training
- Analyze tree diversity and location to inform tree planting opportunities

## Section II – Scope of Services

### **Establish tree inventory and assessment criteria**

The City has provided Wightman with a set of preferred criteria for the assessment and inventory of trees located within the City street right-of-way. During the initial kickoff meeting, we are proposing to finalize the agreed upon criteria to be used for the inventory and assessment. This will include developing a list of assets and the desired attributes that will be documented for each, as well as finalizing the criteria used for rating the condition of the trees. Finally, we are proposing to establish an agreed upon boundary and right-of-way areas where fieldwork will be focused.

### **Develop GIS database**

Once the inventory and assessment criteria are finalized, we are proposing to develop a GIS database to support field data collection efforts. The database will mimic the identified asset list and desired attributes of each. The condition assessment criteria will be built into the database for ease of use. The database will also allow for photos or other documents to be attached to features for visual aid and ground truthing. Once finalized and approved, the database will be loaded to the City's ArcGIS Online portal where data collection maps and apps will be configured for field access. Wightman will setup and configure GPS equipment that captures the location of trees within 3 feet horizontal accuracy.

### **Perform field inventory and assessment of right-of-way trees**

We are proposing to utilize EOS Arrow 200 GPS equipment and the Esri Field Maps mobile app to accurately locate and document the trees and their condition. The inventory will be conducted inside the City limits and within the City street right-of-way. The data collected will be focused on the following information:

#### **Trees**

- GPS location of each tree
- Species
- Diameter of tree
- Condition (excellent, good, fair, poor, dead)
- Infrastructure conflicts (i.e. overhead utilities, buildings, etc.)

### **Develop online map and dashboard of tree information**

Following the field inventory and conditional assessment, we are proposing to summarize the results of the data collected and present them to the City. Wightman will develop an online map that contains all the data points collected in the field during the tree evaluation. The map will provide tools for the City to visualize information about each trees' location, species, and the overall health of the tree population. It will also provide capabilities for City staff to manage the tree data points moving forward, including the ability to add, update, and delete tree locations and associated information. A GIS dashboard will also be developed that contains high-level metrics and information such as tree counts by species, health, costs, and maintenance needs. A meeting will be held to present the results and demonstrate the new map and dashboard functionality.

### **Provide training**

While online GIS applications are intuitive and provide many efficiencies, training will be important given the technology is new to some users. Training topics can be tailored to meet the needs of the City staff, although

we suggest a series of (2) 1-hour training sessions focused on how to effectively view, query, update, and manage the tree database moving forward. Training will also be provided on the new GIS map and dashboard.

### Analyze tree diversity and location to inform tree planting opportunities

We are proposing to work with the City to utilize the tree inventory results to inform new tree planting opportunities. Our initial goal is to discuss and define the preferred tree species and planting practices with the City. We will then perform basic spatial analysis on the tree location and species to develop an informative output. This information can then be used by the City to determine the best locations and species for planting new trees within the City street rights-of-way.

### Section III - Fees

We are proposing to complete the Section II - Scope of Services outlined above for a *Fixed Fee* of \$36,000. This includes reimbursable expenses such as mileage. We will invoice monthly as work is completed.

### Section IV – Deliverables

Deliverables associated with this project include the following:

- GIS database containing trees located within the City maintained right-of-way
- Online map for future tree data management
- Online dashboard
- 2 training sessions
- Map containing tree planting opportunities

### Section V – Schedule

We can begin work immediately once approved. See below for a detailed proposed schedule. We will complete the field work in Spring/Summer months of 2024.

City of Hastings Tree Inventory and Assessment	Estimated Completion Date				
	November 2023	May 2024	June 2024	July 2024	August 2024
Task					
Notice to proceed					
Kickoff meeting & database criteria development					
Develop database and setup field data collection					
Perform field inventory and assessment of right-of-way trees					
Develop online map and dashboard of tree information					
Provide training					
Analyze tree diversity and location to inform tree planting opportunities					

## Section VI – Terms and Conditions

Our standard terms and conditions are attached.

We are extremely excited by the opportunity to partner with you on this project. If our proposal is acceptable to you, please sign below to authorize us to begin work and return a copy to our office.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,



Ryan Miller, GIS Practice Area Leader

rmiller@gowightman.com

269-487-9658

cc: Mickey Bittner, PE  
Steve Carlisle, PE  
April Kibby, GIS Analyst  
Ben Baker, PLA, ASLA

**This proposal is approved and accepted by:**

**By:** \_\_\_\_\_  
Signature

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Printed Name

**Title:** \_\_\_\_\_

\_\_\_\_\_  
Client/Company Name and Address (Billing)



## Standard Terms and Conditions

Updated 7/6/2023

1. Agreement. Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's standard of care for the purposes of this Agreement shall be consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. Scope of Services/Additional Services/Changes. If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately, and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's then-standard hourly rate, and all of Consultant's reimbursable expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. Hidden Conditions. Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. Betterment. If, due to Consultant's negligence, error or omission, a required item or component of the project is not provided in the Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. Opinions of Cost. Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. Insurance Coverage. Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.
13. Limitations/Exclusions. Client agrees that Consultant's and Consultant's subconsultants' total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. The Law/Suspension/Termination/Non-Severability. All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.
15. Indemnity. Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this

Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.

16. **Force Majeure Clause.** Neither party will be liable or responsible to the other party, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) flood, fire, or explosion; (ii) war, terrorism, invasion, riot, or other civil unrest; (iii) embargoes or blockades in effect on or after the date of this Agreement; (iv) national or regional emergency – including, but not limited to, pandemic, uncontrollable, and/or imminent spread of contagious disease; or (v) strikes, labor stoppages or slowdowns, or other industrial disturbances (each of the foregoing, a "Force Majeure").
17. **Certificate of Merit Requirement.** Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
18. **Jurisdiction and Venue.** Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.
19. **Termination.** Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.
20. **Billing Rates.** Below are Consultant's applicable hourly fees, which are subject to change at Consultant's sole discretion upon written notice to Client.\*

Principal	\$250.00/hour
Licensed Staff VII	\$225.00/hour
Licensed Staff VI	\$210.00/hour
Licensed Staff V	\$190.00/hour
Licensed Staff IV.	\$175.00/hour
Licensed Staff III..	\$155.00/hour
Licensed Staff II.	\$140.00/hour
Licensed Staff I.....	\$125.00/hour
Professional Staff VI	\$175.00/hour
Professional Staff V	\$150.00/hour
Professional Staff IV	\$135.00/hour
Professional Staff III	\$115.00/hour
Professional Staff II	\$100.00/hour
Professional Staff I	\$90.00/hour
Technician VI	\$120.00/hour
Technician V	\$110.00/hour

Technician IV	\$100.00/hour
Technician III	\$90.00/hour
Technician II	\$80.00/hour
Technician I	\$70.00/hour
Administrative	\$75.00/hour
3-Person Survey Crew	\$195.00/hour
2-Person Survey Crew	\$170.00/hour
1-Person Survey Crew	\$140.00/hour
3-Person Survey Crew (Construction Staking)	\$210.00/hour
2-Person Survey Crew (Construction Staking)	\$185.00/hour
1-Person Survey Crew (Construction Staking)	\$155.00/hour
Expert Witness/Testimony	\$400.00/hour
Drone Pilot/Technician	\$150.00/hour
High-Definition Laser Scanning Technician	\$150.00/hour
High-Definition Laser Scanner Fee	\$150.00/hour
Aerial Drone Equipment.....	\$150.00/hour

21. **Reimbursable Expenses.\*** Compensation for reimbursable expenses shall be computed as a multiple of 1.1 times the expense incurred for the following: Outside Consultants, Travel, Lodging, Postage, UPS, FedEx, Messenger, and Outside Reproduction. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the Federal Rate. In-House Prints/Copies/Plots shall be charged as follows:
  - **Black & White Prints/Copies**
    - 8 ½ x 11 \$0.19/sheet
    - 8 ½ x 14 \$0.19/sheet
    - 11 x 17 \$0.19/sheet
  - **Color Prints/Copies**
    - 8 ½ x 11 \$0.85/sheet
    - 8 ½ x 14 \$0.85/sheet
    - 11 x 17 \$1.25/sheet
  - **Black & White Plots**
    - 12 x 18 \$1.50/sheet
    - 18 x 24 \$2.75/sheet
    - 24 x 36 \$5.00/sheet
    - 30 x 42+ \$7.50/sheet
  - **Color Plots**
    - 12 x 18 \$9.00/sheet
    - 18 x 24 \$18.00/sheet
    - 24 x 36 \$30.00/sheet
    - 30 x 42+ \$42.00/sheet

\*Rates subject to change.





# Regular Council Agenda Item Memorandum

**To: City Council**

**From: Fire Chief Mark Jordan**

**Subject: Repairs to 1999 Ladder truck (836)**

**Meeting Date: Oct 9<sup>th</sup>, 2023**

---

## Recommended Action:

Motion to approve repairs to the Fire Department's 1999 ladder truck by Allied Fire Sales for an amount not to exceed \$28,000.

## Background Information:

The truck (#836) is a 1999 Sutphen 100-foot aerial platform with 9,800 miles and 1,980 hours. During annual testing in August, it was discovered the Power Take Off (PTO) for the pump was inoperative. Once the truck was in the repair shop, a full inspection was requested. The truck failed on all inspections with many serious violations for NFPA, OSHA and DOT standards. The ladder does work but will fail the ladder inspection required by OSHA for personnel to be on the ladder/platform.

The amount requested is the total estimated to get the truck back in service and to meet all standards; this includes expenses to get the truck to a point where we could perform all the testing. The total time to fully repair is over five months, so we will conduct repairs in two phases. Our goal is to have the truck partially in service within two months then fully in-service within five months.

The body of the truck is in good condition even though it is approaching 25 years of service. Performing these repairs will give us time to evaluate future needs of the city when it comes to an aerial apparatus.

## Financial Implications:

The total cost of the repairs (\$28,000) was not a budgeted item as the extent of the work needed was not discovered until September 2023 after budget approval. Funds to make the repairs will be taken from available General Fund fund balance.

## Attachments: Quote

- *Quote and Contract*



# Estimate

09/21/2023

50796

Estimate #:

Allied Fire Sales & Service LLC

16194 144th Ave.  
Spring Lake, MI 49456

Phone 6163186443

Email jmausolf@alliedfiresales.com

Web

Fax

Hastings Fire Department  
110 E. Mill St

Hastings, MI 49058

2699455384

Truck 836  
Make sutphen  
Model ladder  
Color RED  
Odometer 0  
VIN 1S9A3JLE7Y1003046

Build Date  
Fleet Code 836

Item	Description	Quantity	Unit Price	Tax	Total
<b>Labor</b>					
LAB	Labor	120.00	\$115.00	\$0.00	\$13800.00
546-0870-10-0	qsg gearbox bearing kit	1.00	\$1527.75	\$0.00	\$1527.75
ALTERNATOR		1.00	\$900.00	\$0.00	\$900.00
10063988	Sutphen Steering Gearbox	1.00	\$5608.13	\$0.00	\$5608.13
10015792	Power steering Gasket	1.00	\$28.88	\$0.00	\$28.88
ENGINE OIL LEAK	Front Main and Front Cover Leak Repair	1.00	\$690.06	\$0.00	\$690.06
10059015	Sutphen Parker PTO Pump	1.00	\$2020.50	\$0.00	\$2020.50
1095308	Oil Pan Gasket	1.00	\$310.65	\$0.00	\$310.65
51792XD	Oil Filter	1.00	\$66.08	\$0.00	\$66.08
33674	Fuel Filter	1.00	\$26.57	\$0.00	\$26.57
33405	Fuel Filter	1.00	\$27.90	\$0.00	\$27.90
24071	ACI Coolant Filter	1.00	\$21.55	\$0.00	\$21.55
15W40	Engine Oil - Per Qt	36.00	\$4.83	\$0.00	\$173.88
51551	Generator Filter	1.00	\$13.73	\$0.00	\$13.73
ATF FLUID	Tier 1 Automatic Transmission Fluid	20.00	\$4.10	\$0.00	\$82.00
WASTE DISPOSAL	Oil / Fuel waste disposal	56.00	\$0.25	\$0.00	\$14.00
<b>Pump Test w/ gear case oil change 1750-2000 GPM</b>					
PUMP TEST - 1750-2000	Labor	1.00	\$450.00	\$0.00	\$450.00
<b>DOT Inspection with tag</b>					
DOT INSPECTION	Labor	1.00	\$96.00	\$0.00	\$96.00
LADDER TEST	Aerial Ladder Test - 5 year inspection test	1.00	\$1500.00	\$0.00	\$1500.00
SEAL	DANA Input Seal	1.00	\$108.16	\$0.00	\$108.16
SS	Shop Supplies	1.00	\$389.16	\$0.00	\$389.16



Subtotal	\$27855.00
Freight	\$145.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$28000.00</b>

**Payment Terms: 30DAYS**

#### Invoice Notes

This is a quote to repair the issues found during a DOT Inspection.

#### DOT Issues:

The steering gearbox is leaking at the front top where the steering shaft goes in, there is significant play in the rotation, and a second leak was found on the Pitman arm side of the gearbox.

Middle body marker light is out and turn signal light is also out.

Power steering pump is leaking fluid.

#### Non DOT Issues:

Oil pan is leaking and needs a new gasket.

The front main and front cover have class 2 leaks. Oil is forming, but not dripping at this time.

The alternator is pushing out 4amps and should be pushing out 30amps.

Second drive axle input seal is leaking.

All wheels have signs of oil/grease behind the tires and brakes. 2 tires were removed for inspection. Following inspection no issues with wheel seals were found. Signs of issues are due to over greasing.

Aerial PTO pump needs replacing. The pump is not pushing out enough power for the ladder to perform the way it is intended. Ladder testing has been postponed until ladder can successfully pass ladder testing.

Rear suspension bushings are all showing signs of wear and weather cracking. This is not an issue that needs immediate repair, but needs to be watched for further signs of wear.

A pump test, oil change, and generator PM will be completed prior to returning apparatus to customer and will be added to the final invoice.

**This quote includes the rebuilding of the transfer case, taking off 1 steer and 1 drive tire for inspection of wheel seals, as well as a DOT Inspection. These items will be put on a separate final invoice for payment as they have already been completed by Allied Fire Sales and Service.**

Please note this Estimate is valid for 30 days.  
Prices may be subject to change without notice.  
All parts are new unless otherwise stated.

Repair Facility # - F169737

I hereby authorize Allied Fire Sales & Service to complete the work as quoted.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_|\_\_\_\_|\_\_\_\_



# Regular Council Agenda Item Memorandum

**To: City Council**

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

**Subject: Lead Line Replacements Contracted Services**

**Meeting Date: October 9, 2023**

---

Recommended Action:

*Motion to approve a contract for plumbing services associated with the fall 2023 lead line replacements with Advantage Plumbing and Drain in the amount of **\$43,785**.*

Background Information:

*This service will provide the replacement of approximately 30 water services on E. Thorn Street & E. Main Street. DPS will do most of the work in the ROW and outside of the home and Advantage Plumbing & Drain will help with some work outside the home and all work inside the home. The lead line replacement program is required by EGLE.*

Financial Implications:

*There is \$120,000 in the fiscal year 2023/2024 budget for Contracted Water Maintenance (592-547-929-000).*

Attachments:

- *Bid Tab*
- *List of Addresses*

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

***Scaled Bid Opening Results***

**Procurement Number:** 2023-10002 [Assigned by Clerk's Office]

**Bid Name:** Lead Line Replacement

**Opening Date & Time:** October 4, 2023 10Am

Vender Bids:

Name: <u>SPS Pro Plumbing</u>	Amount: <u>87,000</u> <u>2,900</u> <u>Per unit</u>
Name: <u>Carpenter Plumbing</u>	Amount: <u>59,520</u> <u>1,889</u>
Name: <u>Advantage Plumbing</u>	Amount: <u>41,700</u> <u>1,390</u>
Name: _____	Amount: _____
Name: _____	Amount: <u>Checked below</u>
Name: <u>Advantage Plumbing</u>	Amount: <u>\$43,785.00</u> <u>w 5% Cont.</u>
Name: <u>Carpenter Plumbing</u>	Amount: <u>\$59,503.50</u> <u>w 5% Cont.</u>
Name: <u>SPS Pro Plumbing</u>	Amount: <u>\$91,350.00</u> <u>w 5% Cont.</u>
Name: _____	Amount: _____

Present at

Opening: Travis, Amy  
Ryan Gillions

apparent low Bid - Advantage Plumbing

Bid Granted to: \_\_\_\_\_

PO #: \_\_\_\_\_ ISSUED TO: \_\_\_\_\_ ON: \_\_\_\_\_  
APPROVED VENDOR DATE

**Process Final Sign Off By:** \_\_\_\_\_ **ON:** \_\_\_\_\_  
CLERK'S REPRESENTATIVE DATE

**LEAD SERVICE LINE REPLACEMENT ADDRESSES IN PHASES**  
**(30 Address to be completed in this phase highlighted)**

1 520 E THORN ST  
2 525 E. THORN ST  
3 527 E THORN ST  
4 544 E THORN ST  
5 610 E THORN ST  
6 617 E THORN ST  
7 924 E MIL ST  
8 824 E MILL ST  
9 804 E MILL ST  
10 723 E. MILL ST  
11 721 E. MILL ST  
12 720 E. MILL ST  
13 718 E. MILLE ST  
14 708 E. MILL ST  
15 707 E. MILL ST  
16 703 E. MILL ST  
17 700 E MILL ST  
18 644 E. MILL ST  
19 638 E MILL ST  
20 636 E MILL ST  
21 628 E MILL ST  
22 615 E MILL ST  
23 612 E. MILL ST  
24 609 E MILL ST  
25 603 E. MILL ST  
26 602 E MILL ST  
27 545 E MILL ST  
28 544 E MILL ST  
29 527 E MILL ST  
30 522 E MILL ST  
31 303 E MILL ST  
32 235 E MILL ST  
33 232 E MILL ST  
34 222 E MILL ST  
35 325 E HIGH ST  
36 317 E HIGH ST  
37 309 E HIGH ST  
38 305 E HIGH ST  
39 236 E HIGH ST  
40 235 E HIGH ST  
41 227 E HIGH ST  
42 226 E HIGH ST  
43 220 E HIGH ST  
44 215 E HIGH ST

45 209 E HIGH ST  
46 546 N HANOVER  
47 538 N HANOVER  
48 518 N HANOVER  
49 527 N BOLTWOOD  
50 313 N BOLTWOOD



City of *Hastings* Michigan

10.I.

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

201 E. State Street 49058

• David J. Tossava  
Mayor  
dtossava@hastingsmi.org

October 9, 2023

TO: Hastings City Council  
FROM: David J. Tossava, Mayor  
SUBJECT: City Manager

As to the contract between Sarah Moyer-Cale and the City of Hastings:

We as the City Council agree to perform a yearly evaluation of the City Manager to help her to improve her job performance and help us to determine a yearly salary.

Six evaluations were turned in this year. Sarah and I went over all evaluations and noted any deficiencies; Sarah had excellent evaluations!

It is my recommendation because of her job performance to increase her salary from \$118,000 a year to \$123,539 a year.

This increase is in line with the classification and compensation study done April 6, 2023.



# Regular Council Agenda Item Memorandum

**To: Honorable Mayor and City Council**

**From: Chief Dale Boulter**

**Subject: Green Street closure for Halloween**

**Meeting Date: October 9<sup>th</sup>, 2023**

---

**Recommended Action:**

Motion to approve a request from Hastings Police Chief Dale Boulter to close Green Street from Broadway Avenue to Cass Street including all intersecting roadways in between on Tuesday October 31, 2023, from 5:00 PM until 8:00 PM.

This request is associated with Halloween trick or treating.

**Background Information:**

The Hastings Police Department has historically closed Green St on Halloween from 5:00 PM until 8:00 PM the night of Halloween. We have done so to provide an area for parents and children to participate in the events of Halloween night without concern of vehicular traffic.

For several years many volunteers help line the intersecting roadways and participate in the night's events. We also are provided support from DPS and the Hastings Fire Department with equipment and the Hastings firepit to add to the night's enjoyment.

The actual event is from 5:00 PM until 8:00 PM but to safely establish the road closure we would like to begin shutting the road down at 4:45 PM. The closure will be removed starting at 8:00 PM and take approximately ten minutes to fully open the route.

Contact with area support services (EMS/Central Dispatch) will be made, to notify them of the closure and to provide alternate routes.

Those who live in the closed section of the roadway will be allowed access with escort to provide safe travel.



# Regular Council Agenda Item Memorandum

**Financial Implications:**

The Police Department will not incur any additional overtime cost associated with this event. Reserve officers along with the Deputy Chief and myself will facilitate. The use of equipment is minimal and is directly in support of our citizens. The cooperation and communication between HPD, DPS HFD makes this a successful and enjoyable event.

Thank you for your review and consideration of the request.

Respectfully submitted,

Dale Boulter

Chief of Police





City of *Hastings* Michigan

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

201 E. State Street 49058

**Date:** October 9, 2023  
**To:** City Council  
**From:** Travis Tate, Director of Public Services  
**Subject:** DPS Monthly Progress Update

**Current Projects:**

- **Downtown Streetscape:**

Construction is underway on the north side of State Street between Boltwood and Jefferson. Trees and street lights have been removed, with concrete removed between Boltwood and Michigan Avenue. Concrete will be placed before Katerberg-Verhage moves to the next block west for concrete removal, foundation and flatwork. They plan on progressing with construction block by block moving west between Michigan Ave. and Jefferson Street, then the block between Jefferson Street and Church Street before winter weather.

- **State Road Mill and Pave Project:**

Lakeland Asphalt will begin setting up traffic control, mobilization and soil erosion and sedimentation controls the first week in October. They will begin removals, forming curb and gutter, and placing curb & gutter the second week. Milling and Paving operations will likely occur the third and fourth week in October. During milling and paving, traffic control will cause traffic delays, because only one lane of traffic will be allowed to flow at time. The contractor will use 3 flaggers at the State Road and Broadway intersection. This will cause back-ups for north and southbound Broadway Avenue (M-43).

- **Cemetery Memorial:**

The advisory board will meet this week to go over the project before a recommendation to council. There are three phases to this project.

- **Street Line Painting:**

Michigan Pavement Markings, LLC has begun long line painting and periodically the pavement marking and parking stall. They should complete this project by mid-late October.

- **Parking Lot 8:**

The DDA has accepted Katerberg Verhage's offer to reduce the contract amount (\$251,771.00) to \$233,292.00. Modifications included using a different mason subcontractor, reducing the number of trees and size for the landscaping plan, and giving a time extension until next Summer.

- **City Tree Planting:**

Tree planting will start mid-to late October.

- **Hydrant Flushing:**

This project was completed the first week in October.

**Future Projects (This Fall):**

- Water Tower Security Upgrade.
- City Hall Interior Improvements.
- Paver Ratings for streets.
- Lead Line Water Service Replacement Program.
- Meter and R900 replacements.
- Valve Exercising Program.
- Various concrete curb & gutter, sidewalk, drive approach replacements.
- Tree removal, trimming and stump grinding contract RFP and bid opening.

If you have any questions, please let me know.

Sincerely,

Travis Tate  
Director of Public Services

Information required by MDOT in order to establish a construction schedule. This form is not required when a CPM Schedule is required.

Latest Form is Required. Please resubmit. **istribution:** Original - Project Files

CONTRACT ID 08000-218469		WORK DESCRIPTION HMA milling, resurfacing, curb/gutter, and pavement markings	
CONTRACTOR Lakeland Asphalt Corporation		SCHEDULE TYPE <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Update	DATE SUBMITTED 09/26/23
LETTING DATE 08/04/23	AWARD DATE 09/07/23	ESTIMATED START 10/05/23	ESTIMATED COMPLETION 10/31/23
PLANNED WORK DAYS <input checked="" type="checkbox"/> Monday <input checked="" type="checkbox"/> Tuesday <input checked="" type="checkbox"/> Wednesday <input checked="" type="checkbox"/> Thursday <input checked="" type="checkbox"/> Friday <input checked="" type="checkbox"/> Saturday <input type="checkbox"/> Sunday			PLANNED WORK HOURS 7am to 8pm 7 PM

[illegible]

DESCRIPTION OF PLANNED WORK CREWS (major/specialty subcontractors, major pieces of equipment, plants, etc. Reference 108.05.A.2.e)

Removals, concrete prep, structures, and restoration - Anlaan Corp, milling/paving - Lakeland Asphalt Corp, temp and perm signs - GEABS, New concrete - F and M Concrete, Pavement markings - PK Contracting

OTHER COMMENTS (weather considerations, seasonal suspensions, non-work periods, night work, third-party operations, etc. Reference 108.05A.2.e&f)

No Sundays, nights, or holiday work days

SIGNATURES AND APPROVALS		
CONTRACTOR REPRESENTATIVE E-SIGNED by Richard VanDerhoff on 2023-09-26 16:56:33 EDT	LOCAL AGENCY - If applicable	MDOT - CONSTRUCTION/PROJECT ENGINEER





12.B.

City of *Hastings* Michigan

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

201 E. State Street 49058

Fire Department Report for September 2023

The department responded to a total of 67 calls for service in September; 42 in the city and 25 in the rural area, out of which 24 were medical related. The lower call volume for the month is due to Mercy doing a good job of keeping 2 ALS trucks in service every day. Total calls for service YTD 576.

Training:

We focused on fire streams, fire hose management and EMS familiarization. 48 hours total spent on training for September.

Housekeeping activities:

During the month of September, we tested a total of 11,300 ft of hose, with only 6 sections of hose failing. We did have some gasket fails, but this is a low-cost and quick repair. We took delivery of our new tanker # 834 a 2023 Western Star tanker that carries 3000 gallons of water. We have focused on recruitment to get some new members on board. We started 4 new members this month taking us to 15 paid on call personnel, our goal is 20 paid on call members. We looked a new initiative to attract new members by allowing medical - only personnel on the department; this worked quite well with 2 of the new members just wanting to run medical calls. Two of the new members are already state certified with the second 2 needing training. Currently revising the burn permit process restricting city burning having a more active roll in the townships for burn permits

Chief's comments:

We have many projects underway. The exhaust mitigation system is in engineering expected to be installed early November, the new rescue truck # 8371 delivered Oct 4<sup>th</sup> and the new pumper scheduled to be delivered Nov 20<sup>th</sup>. We have enhanced our training activities and documentation along with addition reporting software we are now using. Working with surrounding departments on automatic mutual aid agreements. We are in the process of inventorying all the department assets to manage costs and give the ability to plan for replacements in the future. Big plans for 2024 will be to migrate to a new radio system. We have already started the process and we are the second FD in the county to commit to make this change.

Respectfully,

Chief Mark Jordan



# City of *Hastings* Michigan

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

201 E. State Street 49058

## Fire Department Call for Service September 2023 overview

Type of call	City	Rural
Structure Fire	1	0
Medical in Nature	22	12
Vehicle Accidents W/Injures	0	1
Vehicle accidents W/O injuries	1	3
False Alarms	10	3
CO Alarms	1	1
Wires down	1	2
Odor/Smoke Investigations	3	2
Illegal/unauthorized burning	1	1
Assist Citizen	0	
<b>Totals</b>	<b>40</b>	<b>25</b>
<b>Mutual Aid</b>		<b>2</b>

### Response by Area

1 <sup>st</sup> Ward	10	Baltimore	2
2 <sup>nd</sup> Ward	5	Irving	5
3 <sup>rd</sup> Ward	11	Rutland	6
4 <sup>th</sup> Ward	14	Carlton	1
Mutual Aid	2	Hastings	11
<b>Total City</b>	<b>40</b>	<b>Rural</b>	<b>25</b>





# Regular Council Agenda Item Memorandum

**To: City Council**  
**From: Assessing Department**  
**Subject: Assessing Report**  
**Meeting Date: October 2023**

---

Recommended Action:

Background Information:

Over the last month I have been working on the following:

- Continue to review commercial and industrial values for 2024.
- Continue to review sales for residential values for 2024.
- Visiting building permits.
- Training staff.

If you have any questions, please feel free to contact me.

Respectfully submitted,

*Debbie Rashid*

Financial Implications:

Attachments:



**City of Hastings**  
**Downtown Development Authority**  
**DRAFT Meeting Minutes**  
**September 21, 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, Wiswell, Woods

Absent: Albrecht, Bolthouse, Ulberg

City Staff and Appointees: King, Merrick, Ponsetto

Others Present:

**2. Pledge to the Flag**

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

Woods added a request for the DDA to increase its expenditure for Lot 8 renovations by \$35,000 for a total expenditure of \$235,000, as item C. under Old Business

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

All ayes, motion carried

**4. Approval of Minutes from the August 17, 2023, meeting**

Motion to approve the minutes as presented

All ayes, motion carried

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

King said the budget data had been updated through August 31, 2023, and fiscal year 2023 - 2024 is in the process of being closed out

**6. Façade and BEIG Update-**

King said the BEIG and façade grant spreadsheets were updated through August 31, 2023, and gave a brief update on two façade grants that are still in progress, Seasonal Grille and Razor's Edge.

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

**8. Old Business-**

**A. Holiday Marketing Quotes from J-Ad Graphics and WBCH Radio-**

Motion Button, second by Tossava, to approve the expenditure of \$1,288 for holiday advertising with WBCH Radio and \$3,300 for holiday advertising with J-Ad Graphics, for a total of \$4,588

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

Nays:

Absent: Albrecht, Bolthouse, Ulberg

All ayes, motion carried

**B. Streetscape Update-**

King gave the board a brief update and answered board questions on the progress of the downtown streetscape project which began on the north side of the 100 block of E. State St. on Monday, September 11, 2023

**C. Request for increase of \$35,000 for Parking Lot 8 Renovation-**

Motion by Tossava, second by Wiswell, to increase the expenditure for Parking Lot 8 renovations by \$35,000 for a total expenditure of up to \$235,000

Ayes: Baker, Button, Tossava, Wiswell, Woods

Nays: Hatfield

Absent: Albrecht, Bolthouse, Ulberg

**9. New Business**

**A. 2024 – 2026 Flower Bid Specifications RFP—**

King answered questions and the board discussed the RFP specification for flower bids for 2024 - 2026

**10. DDA Member Comment –**

Board discussed the empty lot where Vinnie's Wood Fired Pizza stood, what business was moving into the old Short Stop building; and the need to make sure Michigan Trails magazine provides the City of Hastings with copies of the publication if the DDA continues to purchase an ad in it

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

## **12. Adjournment**

Motion by Tossava, second by Wiswell, to adjourn

All ayes, motion carried

Meeting adjourned at 9:10 a.m.

---

Patty Woods, Chair

---

Deb Button, Secretary

Prepared by: Sandra Ponsetto, City of Hastings

OCTOBER 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 <del>Library 4:30 PM</del> Planning Commission 7:00 PM	3	4	5	6	7
8	9 <b>Columbus Day</b> Council 7:00 PM	10	11 Cemetery 3:00 PM	12	13	14
15	16 JPA @Rutland	17 <del>ZBA 7:00 PM</del>	18 JPC@Rutland 5:30 Nature Board 4:00 PM	19 DDA 8:00 PM	20	21
22	23 Council 7:00 PM	24	25 Airport 4:30 PM	26 LDFA 8:00 AM	27	28
29	30	31 <b>Halloween</b>	1	2	3	4