



City of *Hastings* Michigan

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

201 E. State Street 49058

Regular Council Meeting
January 22, 2024
Executive Summary

Item #	Summary
9A-B	Description: Items for Action by Unanimous Consent Recommended Action: Motion to approve the consent agenda as presented.
10A	Description: Ground Lease Agreement – Barry County Central Dispatch Recommended Action: Motion to enter into the ground lease agreement with Barry County Central Dispatch as presented.
10B	Description: Thornapple Arts Council MOU and Programming Agreement Recommended Action: Motion to authorize the City Manager to execute both the Memorandum of Understanding and Cooperative Programming Agreement with the Thornapple Arts Council as presented.
10C	Description: Jazz Festival Recommended Action: Motion to approve, under direction of staff, Thornapple Arts Council Jazz Festival to be held April 25 - April 27, 2024, and approve the collection of donations and merchandise sales during both the Jazz Festival and the Hastings Live programming season which runs from June 5, 2024 through August 24, 2024.



City of *Hastings* Michigan

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201 E. State Street 49058

Item #	Summary
10D	<p>Description: Resolution 2024-02 Workforce Housing PILOT</p> <p>Recommended Action: Motion to adopt Resolution 2024-02 for a workforce housing PILOT exemption and restrictive covenant for Meadowstone Phase III, LLC for property located at 710 Barfield Drive, in substantially the format attached subject to approval by the City Attorney.</p>
10E	<p>Description: Fish Hatchery Restroom Project</p> <p>Recommended Action: Motion to approve the proposal from MCSA Group for design, bidding, and construction oversight for the Fish Hatchery Restroom project in the amount of \$47,614.</p>
10F	<p>Description: Fuel Purchase</p> <p>Recommended Action: Motion to approve a purchase order for diesel fuel from Kent Oil & Propane in the amount of \$18,500.</p>
10G	<p>Description: Fire Hydrant Purchase</p> <p>Recommended Action: Motion to approve the purchase of four fire hydrants from East Jordan Iron Works in the amount of \$11,443.92.</p>



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201 E. State Street 49058

Item #	Summary
10H	<p>Description: LDFA Property Sale</p> <p>Recommended Action: Motion to authorize the City Manager to negotiate terms of a one-time listing agreement, purchase agreement, and development agreement with GRE Holdings, LLC submitted by Pat Doezema representing Keller Williams Realty, for a city-owned 8.36 +/- acre parcel of property north of Enterprise Drive on Star School Road.</p>
10I	<p>Description: Sale of parcel #08-55-240-105-00</p> <p>Recommended Action: Motion to authorize City staff to prepare a notice informing the public of the availability to purchase parcel #08-55-240-105-00, and upon expiration of the notice, authorize the City Manager to negotiate a land sale for the property.</p>
10J	<p>Description: Green St and Market St Additional Engineering Services</p> <p>Recommended Action: Motion to approve an increase in engineering fees associated with Green Street and Market Street improvements for work to be performed by Moore & Bruggink in the amount of \$18,300.</p>

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Agenda
January 22, 2024

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 January 8, 2024 workshop and regular meetings.
- ✓ 6. Public Hearings: (None)
7. Public Comment:
8. Formal Recognitions and Presentations:
 - A. Presentation from Dave Hatfield, Barry County Commissioner.
- ✓ 9. Items for Action by Unanimous Consent:
 - * A. Consider a request from The Hastings Hardball/Softball Club to use the baseball fields at Fish Hatchery and Bob King Park as listed in the attachment when available.
 - * B. Receive and place on file seven (7) invoices totaling **\$348,185.56** as detailed in attachments.
- ✓ 10. Items of Business:
 - * A. Consider entering into the ground lease agreement with Barry County Central Dispatch as presented.
 - * B. Consider authorizing the City Manager to execute both the Memorandum of Understanding and Cooperative Programming Agreement with the Thornapple Arts Council as presented.
 - * C. Consider a request from the Thornapple Arts Council to hold the Jazz Festival April 25 - April 27, 2024 and approve the collection of donations and merchandise sales during both the Jazz Festival and the Hastings Live programming season running from June 5, 2024 through August 24, 2024.
 - * D. Consider adoption of **Resolution 2024-02** for a workforce housing PILOT exemption and restrictive covenant for Meadowstone Phase III, LLC for property

located at 710 Barfield Drive, in substantially the format attached subject to approval by the City Attorney.

- * E. Consider approval of the proposal from MCSA Group for design, bidding, and construction oversight for the Fish Hatchery Restroom project in the amount of **\$47,614.**
- * F. Consider approval a purchase order for diesel fuel from Kent Oil and Propane in the amount of **\$18,500.**
- * G. Consider approval of the purchase of four fire hydrants from East Jordan Iron Works in the amount of **\$11,443.92.**
- * H. Consider authorizing the City Manager to negotiate terms of a one-time listing agreement, purchase agreement, and development agreement with GRE Holdings, LLC submitted by Pat Doezema representing Keller Williams Realty for a city-owned 8.36 +/- acre parcel of property north of Enterprise Drive on Star School Road.
- * I. Consider authorizing City staff to prepare a notice informing the public of the availability to purchase a vacant city-owned parcel (#08-55-240-105-00), and upon expiration of the notice, authorize the City Manager to negotiate a land sale for the property.
- * J. Consider approval of an increase in engineering fees associated with Green Street and Market Street improvements for work to be performed by Moore & Bruggink in the amount of **\$18,300.**

11. Staff Presentations and Policy Discussions (None)

12. City Manager Report:

- * A. Library Director Hemerling Monthly Report
- * B. Police Chief Boulter Monthly and Annual Reports
- * C. City Clerk/Treasurer Bever Monthly Financial Reports
- * D. Community Development Director King Monthly and Annual Reports

✓ 13. Reports and Communications:

- * A. Library Board Minutes
- * B. Thank you letter from Carl Schoessel

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

City Council Workshop Minutes
January 8, 2024

1. Workshop called to order at 6:00 PM
2. Roll call

Present at roll call were Barlow, Brehm, Furrow, Jarvis, Nesbitt, Resseguie, and Tossava.

City Staff and appointees present: Moyer-Cale, Bever, Boulter, Hemerling, and Tate.

McLean arrived at 6:04 PM.
3. Pledge to the flag
4. Approval of the agenda

Motion by Brehm, with support from Jarvis, to approve the agenda as presented.

All ayes. Motion carried.
5. Government for Tomorrow Presentation

Liam Dreyer, Government for Tomorrow, presented to City Council.
6. Council Questions

Questions and comments from McLean, Furrow, Jarvis, Brehm, Nesbitt, and Tossava.
7. Open Public Discussion

Questions from audience members.
8. Adjourn

Motion by Furrow, with support from Nesbitt, to adjourn at 6:35 PM.

All ayes. Motion carried.

Read and Approved:

David J. Tossava, Mayor

Christopher R. Bever, City Clerk

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Minutes
January 8, 2024

1. Regular meeting called to order at 7:00 PM
2. Roll call

Present at roll call were: Barlow, Brehm, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.

Motion by Resseguie, with support from Barlow, to excuse Councilmember Bowers.

All ayes. Motion carried.

City Staff and appointees present: Moyer-Cale, Bever, Boulter, Jordan and Tate.
3. Pledge to the flag
4. Approval of the agenda

Motion by McLean, with support from Jarvis, to approve the agenda as amended in Item 12C: to appoint the city attorney in addition to other board appointments.

Ayes: Barlow, Brehm, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.
Nays: None.
Absent: Bowers.
Motion carried.
5. Mayor's Address

Mayor presented address to council and public.
6. Elect Mayor Pro-Tem

Motion by Barlow, with support from Jarvis, to elect Resseguie as Mayor Pro-Tem.

All ayes. Motion carried.
7. Approval of the minutes of the December 26, 2023 regular meeting.

Motion by Jarvis, with support from Furrow, to approve the minutes of the December 26, 2023, regular meeting.

Ayes: Barlow, Brehm, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.
Nays: None.

Absent: Bowers.
Motion carried.

8. Public Hearings:

Public hearing to accept comment from the public regarding the City's 2024-2028 Draft Master Park and Recreation Plan.

Comments from Moyer-Cale.

Questions and comments from Jarvis and Tossava.

Open Public Hearing: 7:17 PM.

Comments: None.

Closed Public Hearing: 7:17 PM

9. Public Comment: None.

10. Formal Recognitions and Presentations:

- A. Presentation of annual financial audit for fiscal year ending June 30, 2023 by Ian Rees of Gabridge and Company.

Comments from Bever.

- B. Presentation from Dave Hatfield, Barry County Commissioner.

Comments from Jarvis.

Questions from Resseguie and Tossava.

11. Items for Action by Unanimous Consent:

- A. Receive and place on file seven (7) invoices totaling \$131,692.72 as detailed in attachments.

Motion by McLean, with support from Brehm, to receive and place on file seven (7) invoices totaling **\$131,692.72** as detailed in attachments.

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

Nays: None.

Absent: Bowers.

Motion carried.

12. Items of Business:

A. Adopt City Council Rules of Procedure for 2024.

Motion by Nesbitt, with support from McLean, to adopt City Council rules of Procedure for 2024.

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

Nays: None.

Absent: Bowers.

Motion carried.

B. Consider 2024 Public Notice Calendar of regular Council meetings as the second and fourth Mondays of each month.

Motion by Jarvis, with support from McLean, to approve the 2024 Public Notice Calendar of regular Council meetings as the second and fourth Mondays of each month.

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

Nays: None.

Absent: Bowers.

Motion carried.

C. Consider Mayor's 2024 recommendations for appointments with consent of Council (see attachment).

Motion by Barlow, with support from Resseguie, to approve the Mayor's 2024 recommendations for appointments.

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

Nays: None.

Absent: Bowers.

Motion carried.

D. Consider adoption of **Resolution 2024-01** to adopt the City of Hastings Five-Year Park and Recreation Master Plan.

Motion by Resseguie, with support from Furrow, to adopt of **Resolution 2024-01** to adopt the City of Hastings Five-Year Park and Recreation Master Plan.

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

Nays: None.

Absent: Bowers.

Motion carried.

E. Consider the purchase of two (2) replacement portable radios and one (1) replacement mobile truck radio from C-Comm of Kalamazoo, Inc. in the amount of **\$12,437.96**.

Questions from Brehm, Jarvis, and Tossava.

Motion by Nesbitt, with support from McLean, to approve the purchase of two (2) replacement portable radios and one (1) replacement mobile truck radio from C-Comm of Kalamazoo, Inc. in the amount of **\$12,437.96**.

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

Nays: None.

Absent: Bowers.

Motion carried.

- F. Consider approval of a quote for the removal and replacement of an 8" plug valve for the north primary clarifier at the city's wastewater treatment plant from W Soule in the amount of **\$6,195**.

Motion by Barlow, with support from Jarvis, to approve the quote for the removal and replacement of an 8" plug valve for the north primary clarifier at the city's wastewater treatment plant from W Soule in the amount of **\$6,195**.

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

Nays: None.

Absent: Bowers.

Motion carried.

- G. Consider setting a council workshop on January 22, 2024, at 6:00 PM to discuss Council's goals for the upcoming fiscal year.

Question from Tossava.

Comment from Moyer-Cale.

Motion by McLean, with support from Furrow, to set a council workshop on January 22, 2024, at 6:00 PM to discuss Council's goals for the upcoming fiscal year.

All ayes. Motion carried.

13. Staff Presentations and Policy Discussions (None)

14. City Manager Report:

- A. Fire Chief Jordan presented his monthly and annual reports.
Comments from Jordan.

- B. Assessor Rashid's monthly report was received.

- C. Public Services Director Tate Annual Report

Comments from Tate.

15. Reports and Communications:

- A. 2024 City of Hastings Observed Holidays
- B. 2024 Payroll Calendar
- C. CIP and Budget Development Calendar Fiscal Year Ending 2025
- D. 2024 Planner
- E. Event Calendar January 2024

Motion by McLean, with support from Barlow, to accept items A-E and place on file.

All ayes. Motion carried.

16. Public Comment: None.

17. Mayor and Council comment:

Comments from Resseguie, Jarvis, Nesbitt, and Tossava.

18. Adjourn

Motion by McLean, with support from Nesbitt, to adjourn at 7:52 PM.

All ayes. Motion carried.

Read and Approved:

David J. Tossava, Mayor

Christopher R. Bever, City Clerk

1/15/2024

Hastings Hardball/Softball Club

Phone: 269-209-6600 Ken

9.A

616-719-6401 Anna

To whom it may concern,

I am writing on the behalf of The Hastings Hardball/Softball Club.

I would like to request the use of baseball fields at Fish Hatchery & Bob King Park where available.

I have been in touch with Marie about current availability, I have also been in touch with Gina at the YMCA about her needs for the fields as well. Shes advised that she would communicate with us if any others dates open up once she has teams filled.

Here are the range of dates and times that we would like to request:

Fish Hatchery

March 11th- May 24st

Monday through Friday 4-8pm

May 25nd - July 30th

Monday, Wednesday, Thursday, Friday 4-8pm

Bob King

March 11th - April 14th

Monday through Friday 4-8pm

April 16th - May 24th

Tuesday, Thursday, Friday 4-8pm

May 25th - June 30th

Thursday and Friday 4-8pm

Thank you, Please let me know if you have any questions or concerns. We look forward to another great year of baseball and softball!

Ken Taylor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FB Partners Group 7373 W Saginaw Hwy Lansing Michigan 48917		CONTACT NAME: Alisha Cronin PHONE (A/C, No, Ext): 517-323-6542 FAX (A/C, No): 877-822-9642 E-MAIL ADDRESS: acronin@fbinsmi.com PRODUCER CUSTOMER ID:	
INSURED Hastings Harball Club 110 West Center St, Suite B Hastings, MI 49058 A Member of the Sports, Leisure & Entertainment RPG		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23787	


COVERAGES **CERTIFICATE NUMBER:** W02396502 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6BRPG0000007893500	03/01/2023 8:54 AM EDT	03/01/2024 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII			6BRPG0000007893500	03/01/2023 8:54 AM EDT	03/01/2024 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007893500	03/01/2023 8:54 AM EDT	03/01/2024 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.
Sport(s): Baseball Age(s): 12 and under, 13-15

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER FB Partners Group 7373 W Saginaw Hwy Lansing Michigan 48917		CONTACT NAME: Alisha Cronin PHONE (A/C, No, Ext): 517-323-6542 FAX (A/C, No): 877-822-9642 E-MAIL ADDRESS: acronin@fbinsmi.com PRODUCER CUSTOMER ID:	
		INSURER(S) AFFORDING COVERAGE	
INSURED Hastings Softball Club 110 West Center St, Suite B Hastings, MI 49058 A Member of the Sports, Leisure & Entertainment RPG		INSURER A: Nationwide Mutual Insurance Company NAIC # 23787 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W02396121

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6BRPG000007788000	02/28/2023 5:10 PM EDT	02/28/2024 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII			6BRPG000007788000	02/28/2023 5:10 PM EDT	02/28/2024 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG000007788000	02/28/2023 5:10 PM EDT	02/28/2024 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.
Sport(s): Softball Age(s): 12 and under, 13-15

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Michael

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

Summary - City of Hastings Invoices
City Council Meeting
January 22, 2024

9.B

No.	Vendor	Amount	Description (with date paid)
1	Katerberg Verhage	\$202,500.00	1/11/2024 Streetscape Invoice #4
2	Magnegrip	\$75,958.00	1/11/2024 Fire Dept. Exhaust Mitigation System
3	Eckhoff & DeVries Painting & Wallcovering Inc.	\$27,900.00	1/11/2024 City of Hastings Library painting
4	Infrastructure Alternatives, Inc.	\$13,882.12	1/11/2024 Wastewater management services in January 2024
5	Allied Fire Sales & Service, LLC.	\$13,043.34	1/11/2024 Fire Dept. Ladder Truck repairs
6	Allied Fire Sales & Service, LLC.	\$8,242.79	1/11/2024 Fire Dept. Ladder Truck repairs
7	Allied Fire Sales & Service, LLC.	\$6,659.31	1/11/2024 Fire Dept. Ladder Truck work repairs
7	Invoices	\$348,185.56	

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:

THE CITY OF HASTINGS

201 E. STATE ST

HASTINGS, MI 49058

FROM CONTRACTOR:

KATERBERG VERHAGE, INC.

3717 MICHIGAN ST NE

GRAND RAPIDS, MI 49525

CONTRACT FOR:

SITING/EXCAVATION

PROJECT:

HASTINGS STREETSCAPE

VIA ARCH / ENG / CM:

MCSA GROUP

529 GREENWOOD AVE

E. GRAND RAPIDS, MI 49506

APPLICATION NO.: 4

PERIOD TO: 12/31/2023

PROJECT NOS.:

CONTRACT DATE: 8/15/2023

Distribution to:

OWNER

CONSTRUCTION

MANAGER

ARCHITECT

CONTRACTOR

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,800,777.00
2. Net Change By Change Orders	\$	-
3. CONTRACT SUM TO DATE	\$	2,800,777.00
4. TOTAL COMPLETE & STORED TO DATE	\$	855,000.00
5. RETAINAGE:		
a. 10% of completed work	\$	85,500.00
b. 10% of stored material	\$	-
Total Retainage	\$	85,500.00
6. TOTAL EARNED LESS RETAINAGE	\$	769,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	567,000.00
8. CURRENT PAYMENT DUE	\$	202,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	2,031,277.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge,

information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: KATERBERG VERHAGE, INC.

Date: 12/21/2023

State of: MICHIGAN

County of: KENT

Subscribed and sworn to before me this

21

day of December

Notary Public:

My Commission expires: 7-17-2025

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations & the data comprising this application, the Construction Manager & Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

\$ 202,500.00

CONSTRUCTION MANAGER:

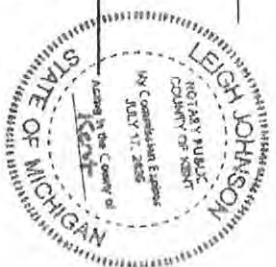
By:

Date:

ARCHITECT:

Date: 12-27-23

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.





ROSSMAN ENTERPRISES INC
DBA MAGNEGRIP
11449 DEERFIELD ROAD
CINCINNATI, OH 45242
513-489-4440
FAX 513-247-2502

FISCAL

23-24-

YEAR

INVOICE

Page: 2

Invoice Number: PSI23-1759
Invoice Date: 12/7/2023

Bill
To: ACCOUNTS PAYABLE
HASTINGS FIRE DEPARTMENT
201 EAST STATE STREET
HASTINGS, MI 49058

Ship
To: MARK JORDAN 269.967.9574
HASTINGS FIRE STA #1
110 EAST MILL STREET
HASTINGS, MI 49058

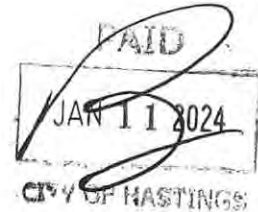
Tax Ident. Type
Ship Via
Ship Date
Due Date
Terms

Legal Entity
1/6/2024
Or Upon Completion of Project

Customer ID
Customer PO No.
P.O. Date
Our Order No.
SalesPerson
Your Reference

HASFIMI
8/30/2023
SQ23-1140
GREG ROACH

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
500214-01 EXTENSION, 4" X 24"	EACH	1	1		
500046-30 CANTILEVER KIT FOR LEG	EACH	3	3		
500044-20 INNER TUBE ONLY 6'	EACH	22	22		
500007-02 CLAMP PLATE, Leg/Tk Assy-2-REQ	EACH	11	11		
500007-11 CLAMP PLATE, ONE HOLE W/ HWD	EACH	22	22		
500002-15 BOLT, Hex 3/8-16 x 1.5	EACH	66	66		
500002-36 NUT, HEX 3/8	EACH	66	66		
500002-17 WASHER, Flat 3/8	EACH	132	132		
540100-01 CF FAN MOUNTING KIT	EACH	1	1		
500155-14 SSR PLENUM BOX 14H X 18.5L X 2.75W	EACH	6	6		
500155-03 SUCTIONRAIL, Plenum 8"	EACH	-6	-6		
#2307019 23-0693 R0090 Taxable - Shipping/Mailing Expense/R&L	EACH	1			



Amount Subject to Sales Tax US 0
Amount Exempt from Sales Tax US75,958.00

Subtotal: 75,958.00
Invoice Discount: 0.00
Total Sales Tax: 0.00

Total US: 75,958.00



INVOICE

Page: 1

ROSSMAN ENTERPRISES INC
DBA MAGNEGRIP
11449 DEERFIELD ROAD
CINCINNATI, OH 45242
513-489-4440
FAX 513-247-2502

Invoice Number: PSI23-1759
Invoice Date: 12/7/2023

Bill
To: ACCOUNTS PAYABLE
HASTINGS FIRE DEPARTMENT
201 EAST STATE STREET
HASTINGS, MI 49058

Ship
To: MARK JORDAN 269.967.9574
HASTINGS FIRE STA #1
110 EAST MILL STREET
HASTINGS, MI 49058

Tax Ident. Type	Legal Entity	Customer ID	HASFIMI
Ship Via		Customer PO No.	
Ship Date		P.O. Date	8/30/2023
Due Date	1/6/2024	Our Order No.	SO23-1140
Terms	Or Upon Completion of Project	SalesPerson	GREG ROACH
		Your Reference	

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
SEVEN Drop Source Capture System	EACH	1	1	75,958.00	75,958.00
SSRM-PRO-601	EACH	3	3		
STRAIGHT SUCTIONRAIL MG-PRO					
520042-05	EACH	3	3		
CRAB ASSEMBLY COMP MAGNEGRIP PRO					
SHDMPRO-513	EACH	1	1		
SIMPLE HOSE DROP WITH MAGNEGRIP PRO					
CF363-7.5	EACH	1	1		
FAN 7.5HP 3PH CINN FAN					
500181-08	EACH	1	1		
CONTROL PANEL 7.5HP208-230V3PH					
500157-14	EACH	1	1		
14" UPBLAST BACKDRAFT DAMPER					
530306-02	EACH	1	1		
5" RISER AND 6'LEG ASSY COMP.					
500156-14	EACH	2	2		
STORM COLLAR 14"					
500002-87	EACH	3	3		
1.5" x 1.5" x 4' ALUMIMUM ANGLE					
540050-35	EACH	3	3		
TAILPIPE KIT FOR 3.5"					
540050-40	EACH	2	2		
TAILPIPE KIT FOR 4"					
540050-50	EACH	2	2		
TAILPIPE KIT FOR 5"					
540021-01	EACH	1	1		
TP ELBOW 4" ID OD 90 DEG					

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER: Christman Company /
Hastings Public Library

PROJECT: Hastings Public Library

APPLICATION NO: 1

Distribution to: AIA/HASTPUB

EMAIL:

FROM CONTRACTOR:

Eckhoff & DeVries Painting & Wallcovering, Inc.
1407 Chicago Drive SW
Grand Rapids, MI 49509

JOB NO.: H1507

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 61,485.00
 2. Net change by Change Orders \$ 0.00
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 61,485.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 31,000.00

5. RETAINAGE:

a. 10% of Completed Work \$3,100.00
 (Column D + E on G703)
 b. 0% of Stored Material \$0.00
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or
 Total in Column I of G703) \$ 3,100.00

6. TOTAL EARNED LESS RETAINAGE \$ 27,900.00
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00

8. CURRENT PAYMENT DUE \$ 27,900.00
 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 33,585.00
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved	\$0.00	\$0.00
in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

PERIOD TO: 12/31/2023

23 - 24 -

PROJECT/CONTRACT NO: 223019-24

YEAR

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____

Date: _____

State of Michigan County of: Kent

15

day of December 2023.

Notary Public: Jane Dunsen 30

15

Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 27,900.00

AMOUNT CERTIFIED: \$ 27,900.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

5426

PAID

JAN 11 2024

JAN 11 2024





**INFRASTRUCTURE
ALTERNATIVES, INC.**

7888 Childsdale Ave. NE | Rockford, MI 49341
Phone 616.866.1600 | Fax 616.866.1611

FISCAL

23 - 24 -

YEAR

3860

Invoice

Date	Invoice #
1/1/2024	33246
Reference #	
P.O. Number:	

CLEAN WATER SOLUTIONS

Bill To

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

HAS301-Hastings - MLS WW

Description	Quantity	Amount
MONTHLY CONTRACT OPERATIONS PROVIDED FOR THE CITY OF HASTINGS WASTEWATER SYSTEMS FOR THE SERVICES PROVIDED IN THE MONTH OF: JANUARY 1, 2024	1	13,882.12
<p>PAID JAN 11 2024 CITY OF HASTINGS</p>		

Thank you for putting your trust in Infrastructure Alternatives, Inc.
All invoices are due on receipt.
All past due invoices are subject to a service charge of 1.5% per month or 18% annum.
Invoices payable in US Currency only. FEIN: 38-3535922

Sales Tax (6.0%)	\$0.00
Total	\$13,882.12
Payments/Credits	\$0.00
Invoice Total	\$13,882.12



FISCAL

23-24-

YEAR

Invoice

01/02/2024
50796

Job #:

Allied Fire Sales & Service LLC

16194 144th Ave.
Spring Lake, MI 49456Hastings Fire Department
110 E. Mill St

Hastings, MI 49058

2699455384

Phone 6163186443

Email jmausolf@alliedfiresales.com

Web

Fax

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

Build Date	
Fleet Code	836

Item	Description	Quantity	Unit Price	Tax	Total
Labor					
LAB	Labor	32.00	\$115.00	\$0.00	\$3680.00
10059015	Sutphen Parker PTO Pump	1.00	\$4241.17	\$0.00	\$4241.17
	Rebuild				
29513736WEL	Gasket	1.00	\$15.23	\$0.00	\$15.23
10063988	Sutphen Steering Gearbox	1.00	\$1335.00	\$0.00	\$1335.00
	Rebuild				
10015792	Power steering Gasket	1.00	\$28.88	\$0.00	\$28.88
ENGINE OIL LEAK	Front Main and Front Cover	1.00	\$618.62	\$0.00	\$618.62
	Leak Repair				
1095308	Oil Pan Gasket	1.00	\$310.65	\$0.00	\$310.65
ALTERNATOR		1.00	\$900.00	\$0.00	\$900.00
306-17931-29528	Input Seal	1.00	\$58.50	\$0.00	\$58.50
TRU 4095A	Marker Light	1.00	\$62.99	\$0.00	\$62.99
LADDER TEST	Aerial Ladder Test - 5 year	1.00	\$1500.00	\$0.00	\$1500.00
	inspection test				
SS	Shop Supplies	1.00	\$256.64	\$0.00	\$256.64

Subtotal \$13007.68

Freight \$35.66

Sales Tax \$0.00

Total \$13043.34

Payment Terms:

30DAYS

Balance Due \$13043.34

Invoice Notes

Invoice reflects the repair of the issues found during DOT inspection. Labor hours were added for the exchanging of light bars provided by the department. The old light bar was returned with the apparatus.

PO 72003

DOT Issues:



PO 72003

FISCAL

23-24-

YEAR

Invoice

01/02/2024

50751

Job #:



Allied Fire Sales & Service LLC

 16194 144th Ave.
 Spring Lake, MI 49456

 Hastings Fire Department
 110 E. Mill St

Hastings, MI 49058

2699455384

Phone 6163186443

Email jmausolf@alliedfiresales.com

Web

Fax

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

Build Date

Fleet Code 836

Item	Description	Quantity	Unit Price	Tax	Total
Labor					
LAB	Labor	18.00	\$115.00	\$0.00	\$2070.00
546-0870-10-0	qsg gearbox bearing kit	1.00	\$1527.75	\$0.00	\$1527.75
537-1530-50-0	Tail Shaft Assembly W/Shim Kit	1.00	\$2093.33	\$0.00	\$2093.33
031-0970-00-0	Sliding Gear 41 Teeth	1.00	\$1242.15	\$0.00	\$1242.15
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	\$22.71	\$0.00	\$22.71
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	5.00	\$4.10	\$0.00	\$20.50
WASTE DISPOSAL	Oil / Fuel waste disposal	56.00	\$0.25	\$0.00	\$14.00
DOT Inspection with tag					
DOT INSPECTION	Labor	1.00	\$96.00	\$0.00	\$96.00
Pump Test w/ gear case oil change 1750-2000 GPM					
PUMP TEST - 1750-2000	Labor	1.00	\$450.00	\$0.00	\$450.00
Transportation Labor					
LABOR - TRANSPORTATION	Labor	3.00	\$72.00	\$0.00	\$216.00
SS	Shop Supplies	1.00	\$136.49	\$0.00	\$136.49

Subtotal \$8169.19

Freight \$73.60

Sales Tax \$0.00

Total \$8242.79

Balance Due \$8242.79

Payment Terms:

30DAYS

Invoice Notes

During annual pump test on the fleet, there were fragments found within the transfer case. Due to not



PO 72003



FISCAL

23-24-

YEAR

Invoice

01/02/2024
50841

Job #:

Allied Fire Sales & Service LLC

16194 144th Ave.
Spring Lake, MI 49456Hastings Fire Department
110 E. Mill St

Hastings, MI 49058

2699455384

Phone 6163186443

Email jmausolf@alliedfiresales.com
Web

Fax

Truck 836
Make sutphen
Model ladder
Color RED
Odometer 0
VIN 1S9A3JLE7Y1003046Build Date
Fleet Code 836

Item	Description	Quantity	Unit Price	Tax	Total
Labor					
LAB	Labor	30.00	\$115.00	\$0.00	\$3450.00
9145	2" Akron Ball Valve Repair Kit	2.00	\$227.25	\$0.00	\$454.50
9146	2.5" Akron Valve Kit	5.00	\$229.50	\$0.00	\$1147.50
9147	3in Akron Valve Kit	3.00	\$285.89	\$0.00	\$857.67
30.001.7	12 Port Master Drain	1.00	\$232.28	\$0.00	\$232.28
AIR LINE	3/8" Airline	20.00	\$2.33	\$0.00	\$46.60
14217	Gate Valve	1.00	\$184.44	\$0.00	\$184.44
317999	3/4 Brass Check Valve	1.00	\$78.71	\$0.00	\$78.71
1869X4S	Elbow Air Fittings	6.00	\$12.05	\$0.00	\$72.30
SS	Shop Supplies	1.00	\$116.13	\$0.00	\$116.13

Subtotal \$6640.13

Freight \$19.18

Sales Tax \$0.00

Total \$6659.31

Payment Terms: 30DAYS

Balance Due \$6659.31

Invoice Notes

Apparatus failed vacuum test during pump test. After discussion with the department, all valves were rebuilt and a new master drain was installed with new fittings and airline. The gate valve and check valve were both leaking air. Installed new valves and tested. No leaks were found. Apparatus was vacuum tested after all repairs and no further leaks were found. A new pump test report was emailed to department.

PO 72003

All parts & repairs were furnished in compliance with P.A. 300
Authority - Josh MausolfAll replaced parts are new unless otherwise stated.
Repair Facility # - F169737
Mechanic # - M281583 - Brendan VanSyckle

PO 72003



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Lease Agreement with Barry County Central Dispatch for Communications Tower

Meeting Date: January 22, 2024

Recommended Action:

Motion to enter into the ground lease agreement with Barry County Central Dispatch as presented.

Background Information:

On April 10, 2023, the City Council approved the use of Bliss Park for a future 911 communications tower. The site plan was approved by the Planning Commission. Since that time, we have worked with our attorneys and Barry County Central Dispatch to agree to a form of lease. The document has been prepared and is ready for your approval.

Key terms of the agreement are as follows:

- This is a 25-year lease for a 70 x 70 fenced area which will automatically renew for up to 4 additional terms of 5 years each.
- Barry County Dispatch is responsible for construction, lighting, maintenance, repair, security, utilities, licensing, permitting, and all other responsibilities directly related to the leased site and operation thereof.
- The City of Hastings will bear no cost associated with the site's construction or operation.
- Lessee may not assign the agreement to any other entity or sublet the premises.
- This agreement will not inhibit the city's use of the non-leased portion of the property for any other purpose (such as for construction of a future building).
- Should the tower be damaged beyond repair or fulfill its useful life, the tower will be removed and the site will be restored to its original condition.

Stephanie Lehman will be present to assist with answering questions you may have.



Regular Council Agenda Item Memorandum

Financial Implications:

None.

Attachments:

- Ground Lease Agreement

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT, effective as of this ____ day of January, 2024, is by and between CITY OF HASTINGS, a Michigan municipal corporation, of 201 E State Street, Hastings, MI 49058 (“**Lessor**”), and the BARRY COUNTY CENTRAL DISPATCH AUTHORITY, a Michigan municipal authority, of 2600 Nashville Road, Hastings, MI 49058 (“**Lessee**”).

ARTICLE I **DEMISE AND DESCRIPTION**

Section 1.01. Property. Lessor is the owner in fee simple of certain real estate commonly known as 1037 E. State St. Hastings, MI 49058, Barry County, State of Michigan, and legally described on the attached **Exhibit A** (the “**Property**”).

Section 1.02. Premises. Lessee desires to lease from Lessor and Lessor desires to lease to Lessee a portion of the undeveloped Property consisting of 490 square feet as depicted in the diagram in **Exhibit B** with a further description as described in **Exhibit C**, for purposes of erecting a communications tower, service building(s), and related appurtenances (the “**Tower and Antennae Facilities**”) as more fully explained herein (collectively, the “**Leased Premises**”).

Section 1.03. Testing. Lessee shall have the right during the normal business hours of Lessor (Monday through Friday; 8:00 a.m. to 5:00 p.m. local time) following the execution and delivery of this Lease Agreement, to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary tests, provided Lessee obtains prior approval from Lessor and provides Lessor at least 24-hour advance notice of such surveys, inspections, and tests. Such notice by Lessee and approval by Lessor may be given in writing or by email. Approval by Lessor shall not be unreasonably withheld. All of the applicable insurance provisions in Article VII shall be complied with by Lessee prior to Lessee exercising any rights or privileges pursuant to this section including, without limitation, providing evidence of insurance to Lessor as required by Section 7.08.

Section 1.04. Restoration. Lessee will restore the Property to its condition as it existed at the commencement of the Primary Term (as defined below), reasonable wear and tear and casualty not caused by Lessee excepted. In addition, Lessee shall indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage or claims arising directly out of Lessee’s Tests.

ARTICLE II **TERM**

Section 2.01. Primary Term. Unless terminated earlier for material default or other reason as provided in Article X, below, the term of this Lease Agreement shall commence the date Lessee commences the construction of the Tower and Antennae Facilities at the Leased Premises (“Commencement Date”) and shall continue for a period of twenty-five (25) years (the “**Primary**

Term”). Lessor and Lessee shall execute an acknowledgment letter establishing the Commencement Date of the Lease pursuant to this paragraph.

Section 2.02. Renewal Terms. The Term of this Lease Agreement will automatically extend for up to four (4) additional terms of five (5) years each on the same terms as this Lease Agreement, provided that neither party provides the other written notice of its intent to terminate at least thirty (30) days prior to the expiration of the Primary Term or successive renewal term.

Section 2.03. Effect of Holding Over. Any holding over after the expiration of the term of this Lease Agreement, with or without the consent of Lessor, shall be construed to be a tenancy from month to month.

ARTICLE III **RENT**

Section 3.01. Rent. On the Commencement Date, the Lessee shall pay to Lessor the sum of One Dollar (\$1.00) as rent for the Primary Term of the Lease. The rent to be paid by the Lessee to the Lessor during any Renewal Term shall be subject to negotiation and mutual agreement by Lessor and Lessee. Rent shall be payable to Lessor at 201 E. State St., Hastings, MI 49058.

ARTICLE IV **USE OF LEASED PREMISES**

Section 4.01. Use of Leased Premises. Lessee shall use the Leased Premises only for the installation, operation, and maintenance of its Tower and Antennae Facilities as described in **Exhibit B and Exhibit C** for the transmission, reception and operation of its wireless communications system and uses incidental thereto and for no other use(s). Lessee may erect and operate only the radio transmitting and receiving antennae described on **Exhibit C**.

Section 4.02. Compliance with Law.

(a) Lessee's use of the Leased Premises is contingent upon Lessee obtaining all certificates, permits, and other necessary approvals that may be required by any federal, state, or local governing authority.

(b) Lessee shall erect, maintain and operate its Tower and Antennae Facilities in accordance with all site standards, statutes, ordinances, rules and regulations now in effect or that may be issued by the Federal Aviation Administration, the Federal Communications Commission, or any other governing bodies with authority over the Leased Premises. Lessee shall, at all times and at its sole expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, zoning, radio frequency emissions, and other radiation) in connection with the use, operation, maintenance, construction and/or installation of the Tower and Antennae Facilities. Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense (including the reimbursement of Lessor's

reasonable attorney and administrative fees), any federal licenses and permits that are required for or substantially required by Lessee's permitted use of the Leased Premises.

Section 4.03. Installation and Construction Requirements for Improvements.

(a) Prior to commencing installation, construction, relocation, or additions to the Tower and Antennae Facilities, Lessee, at its sole cost and expense, shall submit all plans and specifications, including construction documents and drawings, for all of Lessee's Tower and Antennae Facilities to be located on the Leased Premises to Lessor for its prior written approval.

Section 4.04. Maintenance.

(a) Lessee shall have sole responsibility for the lighting, maintenance, repair, and security of its Tower and Antennae Facilities and leasehold improvements, and shall keep the same in good repair and in good condition at all times during the Lease Agreement term. Lessee shall, at its own expense, maintain the Leased Premises (and all of its equipment on or attached to the Leased Premises) in accordance with sound engineering standards to assure that at all times the same are in conformance with the requirements of the Federal Communications Commission and all other governmental bodies having jurisdiction or authority over the Leased Premises. Lessee shall further, at its own cost and expense, maintain the Leased Premises (and all of its equipment on or attached to the Leased Premises) in a safe condition, in good repair and in a manner acceptable to Lessor (including, for avoidance of doubt, regular landscaping and lawn maintenance). Lessee shall keep the Leased Premises free of debris and anything of a dangerous, noxious, or offensive nature, or which would create a hazard or undue vibration, heat, noise or interference.

Section 4.05. Access to Leased Premises.

(a) Lessee shall have the right during the normal business hours of Lessor (Monday through Friday; 8:00 a.m. to 5:00 p.m. local time) following the execution and delivery of this Lease Agreement, to access the Leased Premises, provided Lessee provides Lessor at least 24-hour advance notice and such access is approved by Lessor. Such notice by Lessee and approval by Lessor may be made by email. Lessee shall request access to the Leased Premises at least twenty-four (24) hours in advance, except in an emergency. Lessor shall provide, in writing, the names and phone numbers of its agents and/or employees who Lessee may call for the purpose of approving and ensuring Lessee access to the Leased Premises in emergency situations.

(b) Lessor shall be allowed and granted access to the Leased Premises and the Tower and Antennae Facilities at all reasonable times to examine and inspect the Leased Premises and Tower and Antennae Facilities for safety reasons and/or to ensure that Lessee's covenants under this Lease Agreement are being met, provided that Lessor shall have access to Lessee's equipment shelters only in an emergency, as determined by Lessor in good faith, or upon prior written approval of Lessee, which shall not be unreasonably withheld.

Section 4.06. Tower Marking and Lighting Requirements. Lessee acknowledges that it is responsible for compliance with all applicable Tower marking and lighting requirements of the Federal Aviation Administration, if any, for the Tower.

Section 4.07. Prohibition on Advertising on Tower or Leased Premises. Lessee shall not use the Tower or the Leased Premises in any way so as to advertise Lessee's name or any other information, however, with respect to safety warning signs, such signs may be erected provided Lessor grants prior written approval.

ARTICLE V **INTERFERENCE**

Section 5.01. Interference with Lessor's Operations. Lessee's installation, operation, and maintenance of the Tower and Antennae Facilities shall not interfere in any way with Lessor's operations on the Property.

ARTICLE VI **TAXES, UTILITIES AND LICENSE FEES**

Section 6.01. Payment of Taxes.

(a) Lessee understands and acknowledges that the Property is currently exempt from ad valorem real property taxes. Lessee shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Leased Premises, if any, which become due and payable during the term of this Lease.

Section 6.02. Utilities. Lessee shall, at its sole expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises. Lessee shall be responsible for the timely payment of all charges for the electrical and other utilities metered to Lessee's use and shall hold Lessor harmless from any such charges. Lessee shall have the right to obtain separate utility service from any servicing utility company that will provide service to the Property. Lessor agrees to sign documents or easements as may be required by such utility companies, including the grant of an easement in, over, across or through the Property as required by such servicing utility company to provide services to the Leased Premises, so long as such easements and utilities do not unreasonably interfere with Lessor's use of the Property. The location of any easements granted under this section must first be approved by Lessor in writing. Lessor reserves the right to require all electrical, telephone, and other utility lines serving the Leased Premises to be located underground.

Section 6.03. License Fees. Lessee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Lessee's use of the Leased Premises.

ARTICLE VII

INDEMNITY AND INSURANCE

Section 7.01. Disclaimer of Liability. Lessor shall not at any time be liable for any injury or damage sustained by any person or property from any cause whatsoever arising out of Lessee's construction, installation, maintenance, repair, use, operation, condition or dismantling of the Tower on the Leased Premises or Lessee's Antennae Facilities, unless arising out of the negligence of Lessor.

Section 7.02. Assumption of Risk. Lessee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively “**Lessee**” for the purpose of this section), all risk of dangerous conditions, if any, on or about the Property, and Lessee hereby agrees to indemnify and hold harmless the Indemnitees (as defined in Section 7.03) against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee’s negligence) arising out of Lessee's installation, operation, maintenance, condition or use of the Leased Premises or Lessee’s Antennae Facilities or Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

Section 7.03. Indemnification.

(a) To the extent permitted by law, Lessee shall, at its sole cost and expense, indemnify and hold harmless Lessor and its boards, officers, employees, agents, attorneys, and contractors (hereinafter collectively referred to as “**Indemnitees**”), from and against:

(i) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Lessee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the Lessee’s construction, installation, operation, maintenance, use or condition of the Leased Premises or Lessee’s Antennae Facilities or Lessee's failure to comply with any federal, state or local statute, ordinance or regulation;

(ii) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Lessee, its contractors or subcontractors, for the installation, construction, operation, maintenance, use or removal of the Leased Premises or Lessee’s Antennae Facilities, and, upon the written request of Lessor, Lessee

shall cause such claim or lien covering Lessor's property to be discharged or bonded within thirty (30) days following such request;

(iii) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Lessee or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Michigan or the United States, including those of the Federal Securities and Exchange Commission, whether by Lessee or otherwise;

(iv) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Lessee in relation to the taxes owed or assessed on the Leased Premises.

(b) Lessee's obligation to indemnify Indemnitees under this Lease Agreement shall not extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more Indemnitees and shall survive the termination of this Lease Agreement.

(c) Lessor shall, at its sole cost and expense, indemnify and hold harmless Lessee and its employees, agents, attorneys, and contractors (collectively the "Lessee's Indemnities") from and against:

(i) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Lessee Indemnities by reason of any acts or omissions or willful misconduct in the operations or activities on the Property of Lessor and its agents, employees, licensees, invitees, contractors;

(ii) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Lessee Indemnities by reason of any breach of any obligation of Lessor under this Lease Agreement;

(iii) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Lessee by reason of any environmental conditions, unless caused by Lessee or its agents, employees, licensees, invitees, contractors or representatives.

Section 7.04. Defense of Indemnitees:

(a) In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified under this Lease Agreement, Lessee shall, upon notice from any of the Indemnitees, at Lessee's sole cost and expense, resist and defend the same with legal counsel mutually selected by Lessee and Lessor or if defense is accepted by one of the parties' carriers, defense shall be provided as selected by such carrier, provided however, that Lessee shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Lessor and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Lessee.

(b) In the event any action or proceeding shall be brought against Lessee by reason of any matter for which Lessee is indemnified under this Lease Agreement, Lessor shall, upon notice from Lessee, at Lessor's sole cost and expense, resist and defend the same with legal counsel mutually selected by Lessee and Lessor or if defense is accepted by one of the Lessor's carrier, defense shall be provided as selected by such carrier; provided however, that Lessor shall not admit liability in any such matter on behalf of Lessee without the written consent of Lessee and provided further that Lessee shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Lessor.

Section 7.05. Notice, Cooperation, and Expenses:

(a) Lessor shall give Lessee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Article for which Lessee is responsible. Nothing herein shall be deemed to prevent Lessor from cooperating with Lessee and participating in the defense of any litigation by Lessor's own counsel. Lessee shall pay all expenses incurred by Lessor in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by Lessor's attorneys, and the actual expenses of the Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Lessor by Lessee. If Lessee requests Lessor to assist it in such defense, then Lessee shall pay all expenses incurred by Lessor in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the attorneys for Lessor, and the actual expenses of Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, actions or proceedings.

(b) Lessee shall give Lessor prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Article for which Lessor is responsible. Nothing herein shall be deemed to prevent Lessee from cooperating with Lessor and participating in the defense of any litigation by the Lessee's own counsel. Lessor shall pay all expenses incurred by Lessee in response to any such actions, suits or

proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Lessee's attorneys, and the actual expenses of the Lessee's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessee in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Lessee by Lessor. If Lessor requests Lessee to assist it in such defense, then Lessor shall pay all expenses incurred by Lessee in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the attorneys for Lessee, and the actual expenses of Lessee's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessee in connection with such suits, actions or proceedings.

Section 7.06. Insurance: During the term of the Lease Agreement, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, all necessary insurances, including but not limited to the following:

(a) Worker's compensation insurance, meeting the requirements of the State of Michigan, for all employees of Lessee performing any work attributable to its operations engaged in on the Leased Premises.

(b) Comprehensive general liability insurance, including blanket contractual and completed operations coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate for bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(c) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Lessee, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

(d) At the start of and during the period of any construction, Lessee's contractors will provide builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antennae Facilities and Tower. Upon completion of the installation of the Antennae Facilities and Tower, Lessee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antennae Facilities and Tower. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(e) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

(f) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

Section 7.07. Named Insureds: All insurance policies required under Section 7.06, except for business interruption and worker's compensation policies, shall name Lessor, and its boards, officers, employees, agents, attorneys, and contractors, as their respective interests may appear, as additional insureds (the "**Additional Insureds**").

Section 7.08. Evidence of Insurance: Lessee shall provide Lessor with an Insurance Certificate in a form acceptable to Lessor prior to conducting any testing as is provided in Section 1.03 and at least annually thereafter. Such certificate shall also be provided as and when requested by Lessor. On request, Lessee shall also provide Lessor with a certified copy of each insurance policy, or the provisions of such policies that pertain to the coverage for the Leased Premises, required under Section 7.06. Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to the Lessor.

Section 7.09. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease Agreement, and each certificate to be provided pursuant to Section 7.08, shall provide that at least sixty (60) days prior written notice shall be given to Lessor by the insurer of any intention not to renew such policy or to cancel, replace or materially alter such policy as it pertains to the coverage required to be provided pursuant to this Lease Agreement.

Section 7.10. Insurance Companies: All insurance required under this Lease Agreement shall be affected under valid and enforceable policies, insured by insurers licensed to do business by the State of Michigan or surplus line carriers on the State of Michigan Insurance Commissioner's approved list of companies qualified to do business in the State of Michigan. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company or shall be a municipal insurance pool that is authorized to do business in Michigan.

Section 7.11. Deductibles: All insurance policies required under this Lease Agreement may be written with commercially reasonable deductibles. Lessee agrees to indemnify and hold harmless Lessor, the Indemnitees and the Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease Agreement.

Section 7.12. Contractors: Lessee shall require that each and every one of its contractors and each and every one of their subcontractors who perform work on the Leased Premises carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverages of the type which Lessee is required to obtain under Section 7.06, with appropriate limits of insurance.

Section 7.13. Review of Limits: Lessor may annually review the insurance coverages to be carried by Lessee each calendar year during the term of this Lease Agreement. If Lessor determines that higher limits of coverage are necessary to protect the interests of Lessor or the

Additional Insureds, then Lessee shall be so notified and shall obtain, within thirty (30) days, the additional limits of insurance, at Lessee's sole cost and expense. Lessee shall only be required to increase the required coverage to commercially reasonable amounts, as determined by other similarly situated facilities located within the vicinity where the Lessee's Tower and Antennae Facilities are located and based upon insurance limits contained in other similar leases by Lessor.

Section 7.14. Hazardous Substance Indemnification. Lessee represents and warrants that its use of the Leased Premises will not generate any hazardous substance. Lessee also represents and warrants that it will not store or dispose on the Leased Premises, nor transport to or over the Leased Premises, any hazardous substance. Lessee further agrees to hold Lessor harmless from and indemnify Lessor against any release of any hazardous substance generated, stored or disposed of by Lessee on the Leased Premises, and any damage, loss, or expense or liability resulting from such release, including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by Lessor, its employees or agents, any third party or conditions which pre-exist this Lease Agreement. For purposes of this Lease Agreement, the term "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or any other similar term, by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease including, but not limited to cancer or reproductive toxicity.

ARTICLE VIII **ASSIGNMENT**

Section 8.01. Assignment by Lessee. Lessee may not assign, or otherwise transfer all or any part of its interest in this Lease Agreement or sublet any portion of the Leased Premises without the prior written consent of Lessor which consent shall not be unreasonably withheld.

Section 8.02. Additional Leasing Space by Lessor. If the Lessee intends to allow commercial or other public parties to lease or otherwise use the Tower and Antennae Facilities, it shall advise Lessor and the parties shall meet to discuss additional issues, including but not limited to the sharing of any rent, taxes, interference, etc.... No additional leasing or third-party use shall occur unless there is written mutual approval of the parties.

ARTICLE IX **ALTERATION, DESTRUCTION, CONDEMNATION**

Section 9.01. Alteration, Damage or Destruction. If the Tower or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Antennae Facilities through no fault or negligence of Lessee, then Lessee may elect to terminate this Lease upon thirty (30) days' written notice to Lessor. In such event, Lessee shall promptly remove the Tower and Antennae Facilities from the Leased Premises and shall restore the Leased Premises to the same condition as existed prior to this Lease Agreement. This Lease Agreement shall terminate upon

Lessee's fulfillment of the obligations set forth in the preceding sentence. Lessor shall have no obligation to repair any damage to any portion of the Leased Premises.

Section 9.02. Condemnation. In the event the Property is taken by eminent domain, this Lease Agreement shall terminate as of the date title to the Property vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease Agreement as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the reward paid for the taking and Lessor shall receive full amount of such award. Lessee shall hereby expressly waive any right or claim to any portion of such award. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Lessor, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving/removing its equipment, personal property, Antennae Facilities, and leasehold improvements.

ARTICLE X **TERMINATION**

Section 10.01. Threat to Health, Safety or Welfare. If Lessor determines, in the exercise of its reasonable discretion, that the use or the continued use of the Tower and Leased Premises by Lessee would in fact cause a threat to health, safety or welfare, then Lessor shall notify Lessee of the dangerous situation and request Lessee to immediately remedy the situation. If Lessee fails to remedy the situation to the satisfaction of Lessor with twenty-four (24) hours of such notification, whether such notice is given orally or in writing, then this Lease Agreement shall be immediately terminated.

Section 10.02. Structural Suitability of Tower. Lessor may terminate this Lease Agreement if it determines, in the exercise of its reasonable discretion, that the Tower is structurally unsound or otherwise not suitable for Lessee's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Tower from any source, or factors relating to the condition of the Tower.

Section 10.03. Violation of Law or Ordinances. Lessor may terminate this Lease Agreement upon thirty (30) days prior written notice, if it determines, in the exercise of its reasonable discretion, that continued use of the Tower by Lessee would result in a violation of applicable laws or ordinances. Lessor shall include within the written notice a statement notifying Lessee of the nature of the potential violation and of the remedy requested by Lessor.

Section 10.04. Failure to Obtain or Maintain License, Permit, or Other Approval. Either Lessor or Lessee may terminate this Lease Agreement, upon thirty (30) days prior written notice, if Lessee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antennae Facilities or Lessee's business.

Section 10.05. State or Federal Environmental Enforcement Action. Either Lessor or Lessee may terminate this Lease Agreement, upon thirty (30) days prior written notice, if any local, state, or federal agency threatens or commences environmental remediation or an enforcement action with respect to the Leased Premises or the Property. If such action or remediation is initiated, however, in whole or in part due to the activities, actions or omissions alleged to involve Lessee, its trustees, beneficiaries, employees, agents, successors, then termination of this Lease Agreement shall be solely at the discretion of Lessor.

Section 10.06. Optional Termination by Lessee. Lessee may terminate this Lease Agreement on thirty (30) days prior written notice as follows: (i) for any reason or no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; (ii) if Lessee is unable to occupy and utilize the Leased Premises due to an action by the Federal Communications Commission or the Federal Aviation Administration, including but not limited to, a take back of channels or a change in frequencies; and (iii) if Lessor is in default under any covenant or term of this Lease Agreement and fails to cure that default with sixty (60) days of receiving written notice of such default.

Section 10.07. Optional Termination by Lessor. Lessor may terminate this Lease Agreement on thirty (30) days prior written notice as follows: (i) if Lessee material defaults of any covenant or term hereof and fails to cure that default within sixty (60) days of receipt of written notice of default, provided the grace period for any monetary default is ten (10) days from the receipt of notice; and (ii) if Lessee fails to cure and eliminate interference as provided in Section 5.01.

Section 10.08. Notice and Effect of Termination. Unless otherwise specifically provided for, written notice of any optional termination of this Lease Agreement shall be given to the other party by certified mail, return receipt requested, and shall be effective upon receipt of such notice. Upon termination, this Lease Agreement shall become null and void and the parties shall have no further obligations to each other, except for covenants and agreements still to be performed in connection with such termination such as the removal of the Antennae Facilities and Tower and the repair of any damage.

Section 10.09. Removal of Lessee's Improvements. As provided in Section 1.04, upon termination of this Lease Agreement for any reason, Lessee shall, at its sole cost and expense, remove its Tower, equipment, personal property, Antennae Facilities, and leasehold improvements from the Leased Premises on or before the date of termination, and shall repair any damage to the Leased Premises caused by such equipment, normal wear and tear excepted.

ARTICLE XI

DEFAULT

Section 11.01. Default. It shall be a default if (a) Lessee fails to pay rent or any other sums to Lessor when due, and does not cure such default within ten (10) days of receipt of written notice (sent via certified or registered U.S. mail) in accordance with paragraph 12.09 by Lessor of such

default; or (b) either party defaults in the performance of any other covenant or condition of this Lease Agreement and does not cure such other default within sixty (60) days after written notice from the non-defaulting party specifying the default complained of; or if Lessee abandons or vacates the Leased Premises; or (c) Lessee is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (d) Lessee becomes insolvent or Lessor reasonably believes Lessee to be insecure.

Section 11.02. Lessor's Right of Re-Entry. In the event of a default, Lessor shall have the right, at its option, in addition to and not exclusive of any other remedy Lessor may have by operation of law, without any further demand or notice, to re-enter the Leased Premises and eject all persons therefrom, and declare this Lease Agreement at an end, in which event Lessee shall immediately remove the Antennae Facilities and Tower (and proceed as set forth in Section 4.05) and pay Lessor a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that Lessee proves could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under the Lease Agreement. If suit shall be brought by Lessor for recovery of possession of the Leased Premises, for the recovery of any rent or any other amount due under the provisions of this Lease Agreement because of the breach of this Lease Agreement, Lessee shall pay all of Lessor's reasonable attorney fees and costs to enforce this lease.

Section 11.03. Cure by Lessor. In the event of any default of this Lease Agreement by Lessee, Lessor may at any time, after notice, cure the default for the account of and at the expense of Lessee. If Lessor is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce Lessor's rights under this Agreement, the sums so paid by Lessor, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from Lessee to Lessor on the first day of the month following the incurring of the respective expenses.

Section 11.04. Cure by Lessee. Lessee shall have the right to cure any monetary default under this Lease Agreement by making full payment thereof within ten (10) days following its receipt of such notice (sent via certified or registered U.S. Mail) of such default. Except for matters of public safety, Lessee shall have the right to cure any non-monetary default under this Lease Agreement within sixty (60) days following its receipt of such default. In matters of public safety, Lessee shall have the right to cure non-monetary default within twenty-four (24) hours following its receipt of written notice of such default.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Authority. Lessor and Lessee represent that each party, respectively, has full right, power, and authority to execute this Lease Agreement.

Section 12.02. Warranty of Title and Quiet Enjoyment. Lessor warrants that: (i) Lessor owns the Property in fee simple and that Lessor has rights of access thereto; and (ii) Lessee shall have peaceful possession and quiet enjoyment of the Leased Premises for the term of this Lease Agreement, provided Lessee performs and complies with all of its terms, covenants and conditions, including but not limited to the timely payment of any required rent. Lessor shall warrant and defend Lessee in such peaceful and quiet use and possession against the claims of all persons claiming by, through or under Lessor, at the sole expense of Lessor.

Section 12.03. Parties Bound. This covenants and conditions contained in this Lease Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

Section 12.04. Approval and Consent. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease Agreement, except where specifically stated to the contrary, such party shall not unreasonably delay or withhold its approval or consent.

Section 12.05. Remedies Cumulative/Non-Waiver. All remedies conferred upon Lessor and Lessee under this Lease Agreement and under law shall be deemed cumulative, and no one remedy shall be exclusive of any other remedy conferred by law. Failure of Lessor or Lessee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease Agreement or to exercise any of its rights hereunder shall not waive such rights, but Lessor and Lessee shall each have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Lessee to Lessor after a breach of this Lease Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

Section 12.06. Captions. The captions appearing under the Article and Section number designations of this Lease Agreement are for convenience purposes only and do not in any way limit or amplify the terms and provisions of this Lease Agreement.

Section 12.07. Construction, Governing Law and Venue. This Lease Agreement shall be construed and interpreted according to the laws of the State of Michigan without giving effect to any applicable conflict of law principles. Venue for any proceedings hereunder shall be proper only in the courts of Barry County.

Section 12.08. Saving Clause. If any term of this Lease Agreement is found to be void, invalid, or unenforceable by the Federal Communications Commission or a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions of this Lease Agreement shall not be affected or impaired thereby and shall continue in full force and effect.

Section 12.09. Notices. All notices, requests, demands, and other communications required or requested under this Lease Agreement shall be made in writing and shall be deemed given if personally delivered, transmitted by electronic facsimile, or mailed, certified mail, return receipt requested, to the following addresses:

If to Lessor, to: City of Hastings
Attention: Sarah Moyer-Cale
City Manager
Hastings City Hall
201 E State St, Hastings, MI 49058
Telephone: _____
smoyercale@hastingsmi.gov

If to Lessee, to: The Barry County Central Dispatch Authority
Attention: Stephanie Lehman
Director
2600 Nashville Road
Hastings, MI 49058
Telephone: _____
lehmans@barry911.org

The address to which any notices, requests, demands, and other communications required or requested under this Lease Agreement, as provided in this section above, may be changed by written notice given by such party in accordance with this section.

Section 12.10. Riders and Exhibits. All Riders and Exhibits attached hereto form material parts of this Lease Agreement.

Section 12.11. Entire Agreement. This Lease Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease Agreement must be in writing and executed by both parties.

Section 12.12. Counterparts. This Lease Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

Section 12.13. Memorandum of Agreement. Lessor acknowledges that a Memorandum of Agreement in the form attached hereto as Exhibit D will be recorded by Lessee in the official records of the County where the Property is located (Barry County, State of Michigan).

Section 12.14. Attorney's Fees. Each party shall bear the costs of their own attorneys' fees relative to this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first set forth above.

LESSOR

CITY OF HASTINGS

By: _____

David J. Tossava

Its: _____

Mayor

By: _____

Christopher R. Bever, City Clerk

Date: _____

LESSEE:

BARRY COUNTY

CENTRAL DISPATCH AUTHORITY

By: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Exhibit A to the Lease Agreement dated _____, 2024, by and between the City of Hastings ("**Lessor**") as Lessor and the Barry County Central Dispatch Authority ("**Lessee**").

Legal Description of the Property:

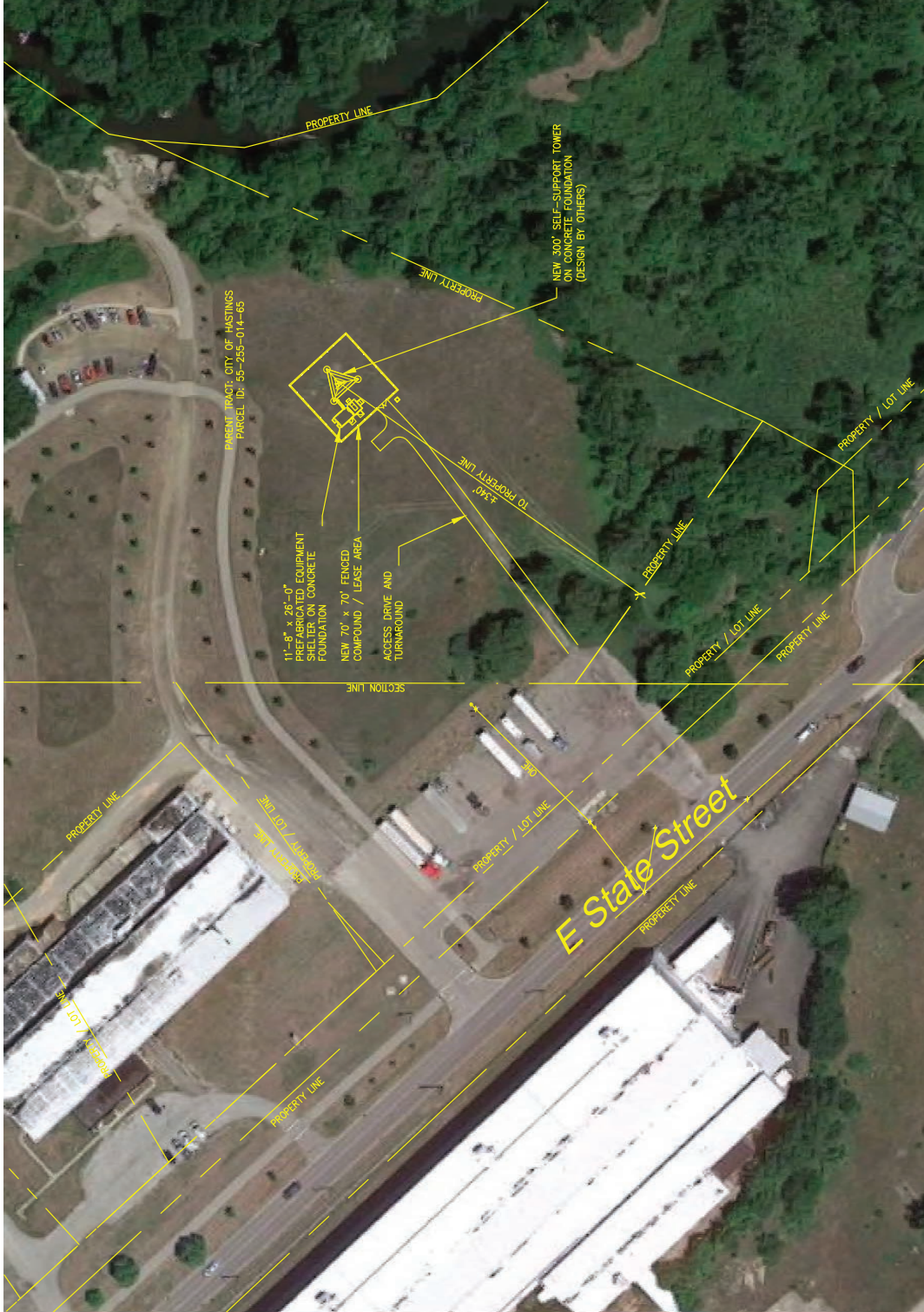
LOTS 61, 62, 63, 64, AND PART OF LOT 65 SUPERVISOR GLASGOW'S SECOND ADDN TO THE CITY OF HASTINGS, BARRY COUNTY, MICHIGAN; DESC AS: COM AT THE INTERSECTION OF THE W SIDE OF THE SW1/4 OF SW1/4 SEC 16 T3N R8W AND E R/W LN OF MCRR ROW AT AN IRON STAKE SET IN CONCRETE, TH S 42°10'E 150' FT TH E 95 FT TH N 29°55'E 96 FT TO POB. TH N 25°27'E 630 FT TO THE W'LY BANK OF THE THORNAPPLE RIVER TH NE'LY ALG SD RIVER TO THE N LN LOT 65 TH N 87°45'W 631 FT TH S 60°15'W 395 FT TO THE SEC LN COMMON TO SEC 16 & 17 TH S 648.45 FT TH S 53°31'E 300 FT TO POB.EXCEPT: COM AT THE WESTMOST CORNER OF LOT 61; THENCE N46°55'49"E, 30' ALG THE NWLY LN OF LOT 61; THEN S42°35'31"E, 213.61' TO POB; THEN N47°19'54"E 278.3'; THEN S42°41'01"E 384.52'; THEN S47°18'59"W 278.59'; THEN N42°35'31"W 384.6' TO POBAND EXCEPT:BEG AT A PT ON THE NWLY LN OF LOT 61 30' FROM THE WESTMOST CORNER; THEN N46°55'49"E 246.72' ALONG SAID NWLY LN TO THE NORTHMOST COR OF LOT 61; THEN S64°56'22"E 82.48'; THEN S42°41'01"E 139.01'; THEN S47°19'54"W 278.3'; THEN N42°35'31"W 213.61' TO POBSUBJ. TO A 20' RECREATIONAL EASEMENT ALONG THE WEST AND NORTHWEST LOT LINES AND A 10' RECREATIONAL EASEMENT BEG 5.1' FROM THE NE CORNER AND RUNNING TO A POINT 58.82' FROM THE SE CORNER.ALSO:LOT 65 OF SUPERVISOR GLASGOW'S ADDITION #2 LYING WESTERLY OF THORNAPPLE RIVER. EX BEG AT W LINE SEC 16 AT THE NELY LINE OF MCRR ROW FOR POB; TH S42°10'E ALONG ROW 150FT, TH N89°29'E 95FT, TH N29°55'E 96FT, TH N53°31'W 300FT TO W LINE OF SD SEC, TH S01°40' W 149.15FT TO POB. EX THAT PART OF LOT 65 LYING SE'LY OF A LINE DESC AS: COM AT W LINE SEC 16 AT THE NELY LINE OF MCRR ROW FOR POB; TH S42°10'E ALONG ROW 150FT, TH N89°29'E 95FT, TH N25°27' E 630FT TO END OF SD LINE.

EXHIBIT B

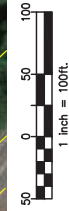
SITE PLAN OF LEASED PREMISES

Exhibit B to the Lease Agreement dated _____, 2024, by and between the City of Hastings (“Lessor”) as Lessor and Barry County Central Dispatch Authority (“Lessee”) as Lessee.

AREA FOR LEASED PREMISES: See Attached Exhibit C-1, which contains the Site Location Plan as prepared by Pyramid Network Services, LLC.



Site Location Plan



GENERAL NOTES:

1. PROPERTY OFFSETS ARE APPROXIMATE. FINAL LOCATION OF COMPOUND TO BE DEVELOPED FROM TOWER &
2. THE LOCATION, SIZE & TYPE OF MATERIAL OF EXISTING UTILITIES INDICATED ON THE PLANS IS NOT REPRESENTED AS BEING ACCURATE. SUFFICIENT OR COMPLETE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES, INCLUDING THE SERVICE OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES OF HIS OPERATIONAL PLANS & SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION & ASSISTANCE REGARDING THE LOCATION, DEPTH, TYPE & THE WORKING SCHEDULE OF THE COMPANIES FOR REMOVAL OR ADJUSTMENT WHERE REQUIRED. IN THE EVENT AN UNEXPECTED UTILITY INTERFERENCE IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY COMPANY OF INTERFERENCE. THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED. ANY SUCH MAINS & SERVICES SHALL BE RESTORED TO SERVICE AT ONCE & PAID FOR BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CONTRACT.
3. ALL PROPOSED CONSTRUCTION ACTIVITIES & MODIFICATIONS SHALL COMPLY WITH MOTOROLA R-56 STANDARDS, REV 2017.
4. ANY DISCREPANCIES BETWEEN THIS DRAWING PACKAGE AND EXISTING FIELD CONDITIONS MUST BE REPORTED TO THE ENGINEER OF RECORD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

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CONSTRUCTION



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C-1	
SITE LOCATION PLAN	
20061 STATE ST E STATE ST HASTINGS, MI 49058	

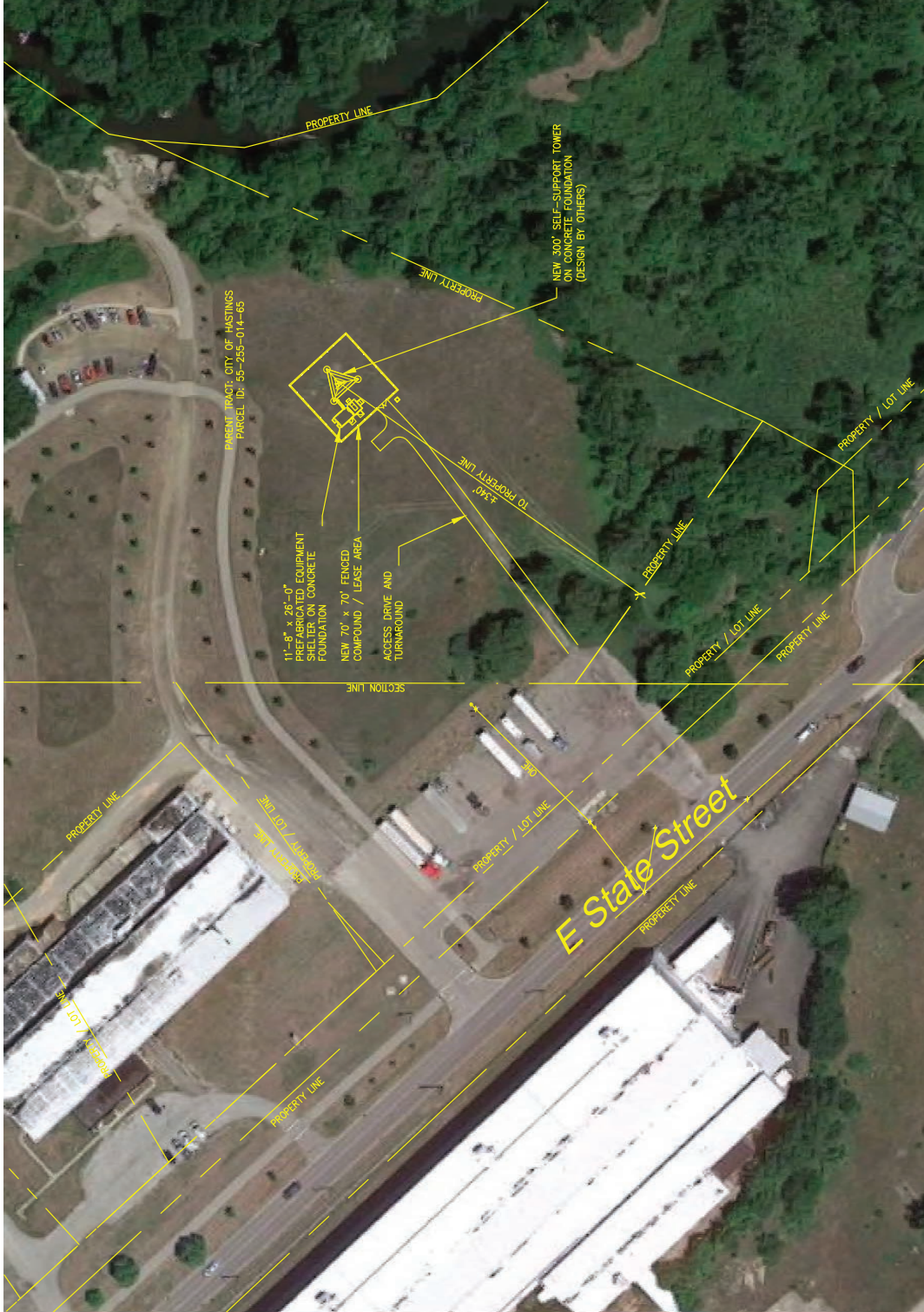


REVISIONS	
NO.	DATE
B	06-20-23 PRELIMINARY CDS
A	03-14-23 LEASE EXHIBIT
BY	CHK APP'D
RF	MAA
RF	MAA

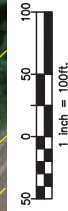
EXHIBIT C

DESCRIPTION OF TOWER AND ANTENNAE FACILITIES

Exhibit C is to include and consist of all of the final plans, drawings and specifications that have been submitted to Lessor and are identified as being prepared by Pyramid Network Services, LLC and dated 3-14-2023. Those plans and specifications shall be filed with Lessor and thereafter considered to be part of this Lease as Exhibit C-1; C-1.1; C-2; and C-3.



Site Location Plan



GENERAL NOTES:

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C-1

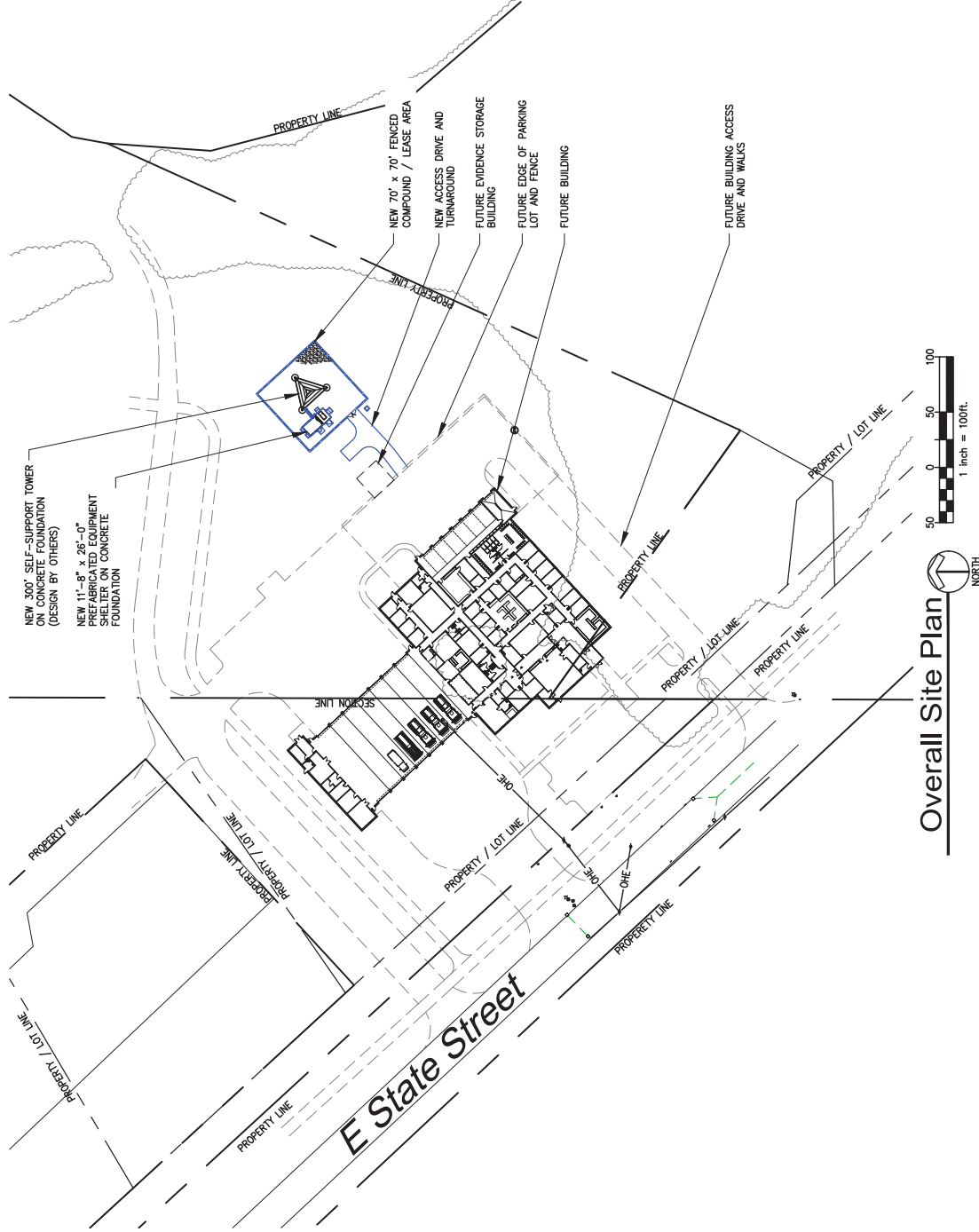
SITE LOCATION PLAN
20061 STATE ST
E STATE ST
HASTINGS, MI 49058



NO.	DATE	REVISIONS		
		BY	CHK	APP'D
B	06-20-23	PRELIMINARY CDS	JRF	MJA
A	03-14-23	LEASE EXHIBIT	JRF	MJA

GENERAL NOTES:

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4. ANY DISCREPANCIES BETWEEN THIS DRAWING PACKAGE AND EXISTING FIELD CONDITIONS MUST BE REPORTED TO THE ENGINEER OF RECORD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.



Overall Site Plan



1-800-482-7171
CALL 811

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C-1.1

OVERALL SITE PLAN

20061 STATE ST
E STATE ST
HASTINGS, MI 49058



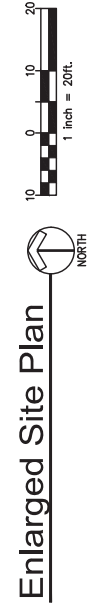
PYRAMID Network Services, LLC

MOTOROLA SOLUTIONS

MISSION 1 COMMUNICATIONS

6500 Constitution Drive, Suite C
Fort Wayne, IN 46824

REVISIONS			
NO.	DATE	BY	CHK APP'D
B	06-20-23	PRELIMINARY CDS	JRF MJA
A	03-14-23	LEASE EXHIBIT	JRF MJA



A compass rose with a circle divided into four quadrants by a vertical and a horizontal line. The word "NORTH" is written vertically along the right side of the circle. A shaded area is located in the upper-left quadrant, between the top and left lines.

[illegible]

MISSION 1
COMMUNICATIONS

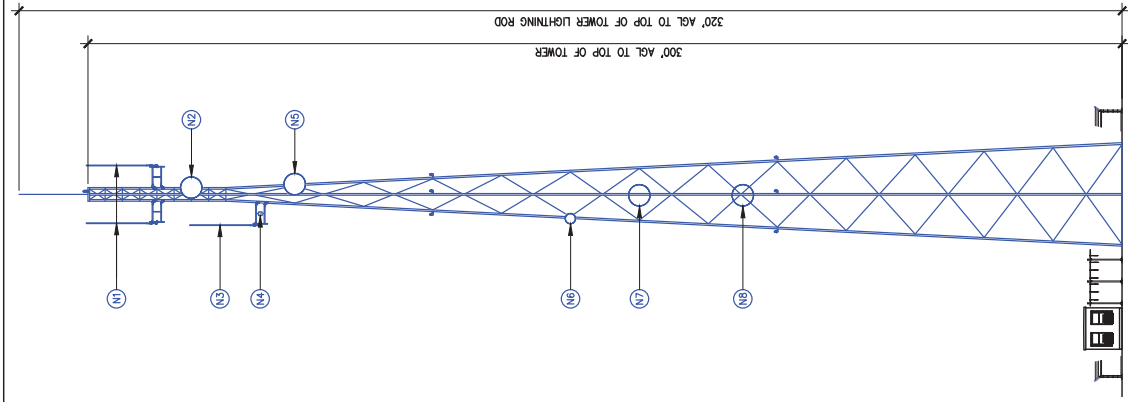
6202 Constitution Drive, Suite C
Fort Wayne, IN 46804



C-2

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1 Proposed Tower Elevation

NOT TO SCALE

NO.	DATE	REVISIONS	BY	CHK	APP'D
B	06-20-23	PRELIMINARY CDS	RF	MA	
A	03-14-23	LEASE EXHIBIT	RF	MA	



PROPOSED TOWER ELEVATION AND ANTENNA LOADING INFORMATION	
20061 STATE ST E STATE ST HASTINGS, MI 49058	C-3

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20061 STATE ST - 300' SLEF-SUPPORT TOWER

LAT: 42° 38' 28.18"
LON: - 85° 16' 11.53"

Antenna/Appurtenance Location Chart



PROPOSED ANTENNA INFORMATION

FEEDLINE INFORMATION

ANTENNA ID	MANUFACTURER	MODEL	TYPE	LENGTH	BOTTOM ELEV	RAD CENTER	TOP ELEV	AZIMUTH	QTY.	TYPE	MANUFACTURER	MODEL	SIZE	QTY.
N2	TBD	D57C12P36UD	TX	20.5'	280.0'	290.3'	300.5'	-	2	COAX	TBD	TBD	TBD	2
N3	TBD	VHLP6-6W	MW	6.0'	267.0'	270.0'	273.0'	73.84°	1	COAX	TBD	TBD	TBD	1
N4	TBD	D57C12P36UD	RX	20.5'	250.0'	260.3'	270.5'	-	1	COAX	TBD	TBD	TBD	1
N5	TBD	TBD	TIA	-	-	250.0'	-	-	1	COAX	TBD	TBD	TBD	1
N6	TBD	VHLP6-6W	MW	6.0'	237.0'	240.0'	243.0'	73.84°	1	COAX	TBD	TBD	TBD	1
N7	TBD	VHLP3-11W	MW	3.0'	158.5'	160.0'	161.5'	139.60°	1	COAX	TBD	TBD	TBD	1
N8	TBD	VHLP6-6W	MW	6.0'	137.0'	140.0'	143.0'	300.48°	1	COAX	TBD	TBD	TBD	1
N9	TBD	VHLP6-6W	MW	6.0'	107.0'	110.0'	113.0'	300.48°	1	COAX	TBD	TBD	TBD	1

GENERAL NOTES:

- MISSION 1 COMMUNICATIONS HAS NOT COMPLETED A STRUCTURAL ANALYSIS FOR THE EXISTING OR PROPOSED LOADING OF ANY STRUCTURES AT THIS TIME. FINAL STRUCTURAL ANALYSIS TO BE COMPLETED BY OTHERS PRIOR TO CONSTRUCTION ACTIVITIES COMMENCE.
- ALL VERTICAL TRANSMISSION LINE RUNS FROM THE ANTENNAS SHALL BE GROUNDED NEAR THE TOP & BOTTOM OF THE TOWER (BEFORE THE CABLE MAKES HORIZONTAL TRANSITION & NEAR ENTRY PORT ON THE SHELTER). ADDITIONAL TRANSMISSION LINE GROUND KITS SHALL BE INSTALLED AS NEEDED TO LIMIT THE DISTANCE BETWEEN GROUND KITS TO 75 FEET.
- THE CONTRACTOR SHALL CONDUCT A SWEEP TEST FOLLOWING MOTOROLA'S ANTENNA COMMISSIONING MAP ON ALL THE NEWLY INSTALLED TRANSMISSION LINES TO DETERMINE THE CABLE CONDUCTOR RESISTANCE, CABLE INSERTION LOSS, REFLECTION & STIMULUS RESPONSE MEASUREMENTS. RESULTS TO BE SUBMITTED TO MOTOROLA.
- DRIP LOOPS SHALL BE INCORPORATED IN CABLE RUNS TO PREVENT WATER FROM TRICKLING DOWN THE LINES INTO THE SHELTER.
- ALL TRANSMISSION LINES SHALL BE MARKED WITH APPROPRIATE COLOR TAPE BANDS (ONE INCH WIDE COLOR TAPE) FOR IDENTIFICATION NEAR THE ANTENNA. JUST BEFORE ENTERING THE SHELTER AS WELL AS INSIDE THE SHELTER, BEFORE CONNECTING TO THE SURGE SUPPRESSORS. SEE EQUIPMENT & COAXIAL CABLE SCHEDULE FOR COLOR CODING SCHEME.

PRELIMINARY
NOT FOR
CONSTRUCTION

EXHIBIT D

MEMORANDUM OF LEASE

Assessor's Parcel Number: 55-255-014-65

Between City of Hastings ("Lessor") and the Barry County Central Dispatch "Lessee")

A Lease Agreement by and between the City of Hastings, a Michigan municipal corporation and the Barry County Central Dispatch Authority, a Michigan corporation, having a place of business at 2600 Nashville Road, Hastings, MI 49058 ("Lessee"), was made regarding a portion of the following property:

LOTS 61, 62, 63, 64, AND PART OF LOT 65 SUPERVISOR GLASGOW'S SECOND ADDN TO THE CITY OF HASTINGS, BARRY COUNTY, MICHIGAN; DESC AS: COM AT THE INTERSECTION OF THE W SIDE OF THE SW1/4 OF SW1/4 SEC 16 T3N R8W AND E R/W LN OF MCRR ROW AT AN IRON STAKE SET IN CONCRETE, TH S 42°10'E 150' FT TH E 95 FT TH N 29°55'E 96 FT TO POB. TH N 25°27'E 630 FT TO THE W'LY BANK OF THE THORNAPPLE RIVER TH NE'LY ALG SD RIVER TO THE N LN LOT 65 TH N 87°45'W 631 FT TH S 60°15'W 395 FT TO THE SEC LN COMMON TO SEC 16 & 17 TH S 648.45 FT TH S 53°31'E 300 FT TO POB.EXCEPT: COM AT THE WESTMOST CORNER OF LOT 61; THENCE N46°55'49"E, 30' ALG THE NWLY LN OF LOT 61; THEN S42°35'31"E, 213.61' TO POB; THEN N47°19'54"E 278.3'; THEN S42°41'01"E 384.52'; THEN S47°18'59"W 278.59'; THEN N42°35'31"W 384.6' TO POBAND EXCEPT:BEG AT A PT ON THE NWLY LN OF LOT 61 30' FROM THE WESTMOST CORNER; THEN N46°55'49"E 246.72' ALONG SAID NWLY LN TO THE NORTHMOST COR OF LOT 61; THEN S64°56'22"E 82.48'; THEN S42°41'01"E 139.01'; THEN S47°19'54"W 278.3'; THEN N42°35'31"W 213.61' TO POBSUBJ. TO A 20' RECREATIONAL EASEMENT ALONG THE WEST AND NORTHWEST LOT LINES AND A 10' RECREATIONAL EASEMENT BEG 5.1' FROM THE NE CORNER AND RUNNING TO A POINT 58.82' FROM THE SE CORNER.ALSO:LOT 65 OF SUPERVISOR GLASGOW'S ADDITION #2 LYING WESTERLY OF THORNAPPLE RIVER. EX BEG AT W LINE SEC 16 AT THE NELY LINE OF MCRR ROW FOR POB; TH S42°10'E ALONG ROW 150FT, TH N89°29'E 95FT, TH N29°55'E 96FT, TH N53°31'W 300FT TO W LINE OF SD SEC, TH S01°40' W 149.15FT TO POB. EX THAT PART OF LOT 65 LYING SE'LY OF A LINE DESC AS: COM AT W LINE SEC 16 AT THE NELY LINE OF MCRR ROW FOR POB; TH S42°10'E ALONG ROW 150FT, TH N89°29'E 95FT, TH N25°27' E 630FT TO END OF SD LINE.

The Lease is for a term of Twenty-Five (25) years and will commence on the date as set forth in the Lease (the "Commencement Date").

Term of this Lease Agreement will automatically extend for up to four (4) additional terms of five (5) years each on the same terms as this Lease Agreement, provided that neither party provides the other written notice of its intent to terminate at least thirty (30) days prior to the expiration of the Primary Term or successive renewal term.

[Signatures on Following Page]

Signature Page to Memorandum of Lease

Assessor's Parcel Number: __ 55-255-014-65__

Between City of Hastings and the Barry County Central Dispatch

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LESSOR: City of Hastings

By: _____

Printed Name: David J. Tossava

Title: Mayor

By: _____

Printed Name: Christopher R. Bever

Title: City Clerk

Date: _____

LESSEE: Barry County Central Dispatch

By: _____

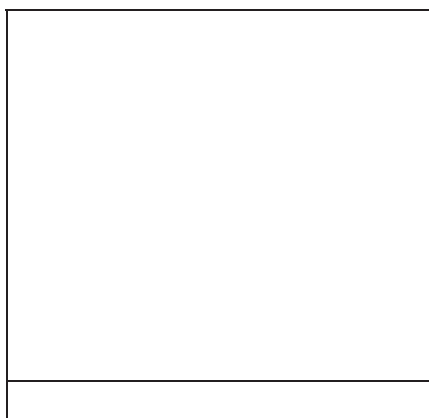
Printed Name: _____

Title: _____

Date: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

On this _____ day of _____, 2024 before me, a Notary Public in and for said County, appeared David J. Tossava and Christopher R. Bever, to me personally known, who, being by me duly sworn, did each for themselves say that they are, respectively, the Mayor and Clerk of the City of Hastings, the corporation named in and which executed the within instrument, and that said instrument was signed and sealed on behalf of its behalf by authority of its City Council.

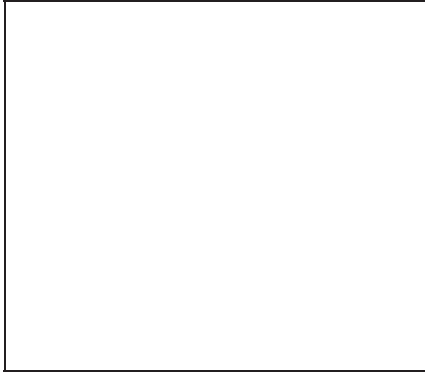


Notary Public, County of: _____
Print Name _____
My commission expires _____
Acting in County of: _____

(Use this space for notary stamp/seal)

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

On this _____ day of _____, 2024, by before me, a Notary Public in and for said County appeared _____, to me personally known, who, by me duly sworn, did say that he/she is the _____ of the **Barry County Central Dispatch Authority**, the Michigan municipal authority named in and which executed the within instrument, and that the seal affixed to said instrument is the seal of said authority; and that said instrument was signed and sealed on behalf of said municipal authority by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said authority.



Notary Public, County of: _____
Print Name _____
My commission expires _____
Acting in County of: _____

(Use this space for notary stamp/seal)

Document Prepared by, and after recording,
Return to:

Douglas W. Van Essen
Legacy Litigation Group, PLLC
300 Ottawa N.W., Suite 620
Grand Rapids, MI 49503



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: MOU and Cooperative Programming Agreement with Thornapple Arts Council (TAC) for Hastings Live Events

Meeting Date: January 22, 2024

Recommended Action:

Motion to authorize the City Manager to execute both the Memorandum of Understanding and Cooperative Programming Agreement with the Thornapple Arts Council as presented.

Background Information:

The City and TAC work cooperatively throughout the year to make Hastings Live a success. After the 2021 programming season, the City and TAC met to discuss roles and responsibilities for both entities as well as TAC's reimbursement for programming activities at the Thornapple Plaza. It was agreed upon by both TAC and City staff that a Cooperative Programming Agreement as well as a Memorandum of Understanding be drafted to clarify the relationship. Pending approval by City Council, this will be the third year these agreements have guided our joint programming relationship. Please note the bullet point highlighted in yellow on the Cooperative Programming Agreement that has been added in 2024 to further clarify expectations.

Financial Implications:

There are minimal general fund financial implications for Hastings Live programming at the Thornapple Plaza.

Attachments:

- 2024 Cooperative Programming Agreement
- Memorandum of Understanding

2024 Hastings Live/Thornapple Plaza Cooperative Programming Agreement

The Thornapple Arts Council agrees to:

- Sign contracts with all Hastings Live performers for agreed upon performance dates and amounts
- Fulfill performer contracts and riders with the understanding that hotel requests will only be fulfilled with a \$150 per room buy-out, and nobody associated with Hastings Live will be responsible to provide lodging.
- Solicit sponsorship support from local businesses.
- Accept all sponsorship payments and donations and disburse checks to performers and production companies, unless otherwise specified.
- Provide marketing and promotion for Hastings Live.
- Work cooperatively with City staff to secure performers.
- Provide proof of insurance with the City of Hastings listed as additional insured on TAC policy.
- Serve as an information office for all performances.
- Work cooperatively with City staff to make sure staff/volunteers are available to work at each Hastings Live performance.
- Reimburse the City of Hastings General Fund for costs related to labor and maintenance of the Thornapple Plaza during the Hastings Live event season. The reimbursement is to be calculated at 75% of the net Hastings Live related revenue after payment of all TAC related Hastings Live expenditures.
- Prior to June 1, 2024, coordinate with City of Hastings staff to address hosting responsibilities each Wednesday and Friday night of the Hastings Live season.
- Coordinate with the Hastings Police Department to ensure that appropriate law enforcement presence is at events.
- Provide volunteers/hosts with list of responsibilities and announcements; pertinent sponsor information; appropriate contact information for band and staff support.

The City of Hastings agrees to:

- Provide insurance for events held at the Thornapple Plaza and the Spray Plaza.
- Provide marketing materials to TAC.
- Work cooperatively with TAC to secure performers; initiate the contract process where applicable; and send contracts to performers. Performers must sign the contract and any other required documents, return to TAC for the final execution of the contract.
- Maintain performance calendar.
- Work cooperatively with TAC staff to make sure staff/volunteers are available to work at each Hastings Live performance.
- Prior to June 1, 2024, coordinate with Thornapple Arts Council staff to address hosting responsibilities each Wednesday and Friday night of the Hastings Live season.

The hosting organization and volunteers agree to:

- Be available in person to meet the sound technician and performer for the evening performance.
- Fulfill commitments to sponsors and host sponsoring organization representatives.
- Fulfill performer contracts and riders.
- Initiate weather-related cancelations and inform the other partner, the Hastings Police Department, and the Hastings Rotary and Kiwanis Clubs of cancellation.
- Work cooperatively with City staff and the Hastings Police Department to monitor spectator adherence to City of Hastings codes and ordinances pertaining to the Thornapple Plaza and report, if possible, violations to the nearest uniformed law enforcement representative.

Dated:

X_____
Megan Lavell
Thornapple Arts Council

X_____
Sarah Moyer-Cale
City of Hastings

Memorandum of Understanding

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, is entered into on January 22, 2024 by and between the City of Hastings, 201 E. State Street, Hastings, MI 49058 and the Thornapple Arts Council 231 S. Broadway St., Hastings, MI 49058.

Whereas, the above named parties have collaborated to present the “Hastings Live” event and wish to continue to do so in the future; and

Whereas, the parties have a Letter of Understanding that describes the responsibilities and expectations of both parties; and

Whereas, the City of Hastings is fiduciary to money from the Baum Family Foundation which has been set aside for the purpose of bringing music and events to the Thornapple Plaza; and

Whereas, the parties wish to enter into a mutual understanding of how reimbursements will be made to the Thornapple Arts Council by the City of Hastings;

The parties agree as follows:

The Thornapple Arts Council will sign and maintain contracts with all Hastings Live performers at the agreed upon dates and amounts and disburse checks to performers and/or production companies.

The Thornapple Arts Council will make a good faith effort to solicit sponsorship of Hastings Live events from local businesses and other donors.

The Thornapple Arts Council will, at the end of the event season and no later than September 30 of each year, submit an invoice to the City of Hastings, c/o Community Development Director detailing the revenue and expenses associated with Hastings Live performances that took place at the Thornapple Plaza location. The invoice should include documentation of the following:

- A description of all revenues
 - “Pass the Can” performance donations broken out by each performance.
 - Sponsorships or portions of sponsorships for all performances held at Thornapple Plaza.
 - Miscellaneous revenue from sources such as the Hastings Downtown Development Authority.
 - Grant funds from the City of Hastings award from the Michigan Arts and Culture Council that are applicable to performances at the Thornapple Plaza.
- Expenditures including
 - Costs for City Band performances.
 - Thornapple Plaza Performers (including meals and buyouts).
 - Sound tech for the Thornapple Plaza.
 - Marketing costs.

The City of Hastings will use Baum funds to reimburse Thornapple Arts Council for any expenses incurred for Hastings Live at the Thornapple Plaza that are not covered by revenue from donations or sponsorships. In no event will the City expend more money than the balance of the Baum funds.

Sarah Moyer-Cale, City Manager
City of Hastings

Name:
Thornapple Arts Council



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Jazz Festival and Hastings Live Programming

Meeting Date: January 22, 2024

Recommended Action:

Motion to approve, under direction of staff, Thornapple Arts Council Jazz Festival to be held April 25 - April 27, 2024, and approve the collection of donations and merchandise sales during both the Jazz Festival and the Hastings Live programming season which runs from June 5, 2024 through August 24, 2024.

Background Information:

The Thornapple Arts Council has organized the Jazz Festival in downtown Hastings for many years. The Jazz Festival brings talented musicians from high schools and colleges to Hastings for this three-day event. City of Hastings staff and Thornapple Arts Council staff collaborate on Hastings Live programming. Both the collection of donations as well as the sale of merchandise have been integral aspects of both the Jazz Festival and Hastings Live programming. Staff has reviewed the request and has no concerns.

Financial Implications:

There are minimal financial implications for both the Jazz Festival and Hastings Live programming at the Thornapple Plaza.

Attachments:

- Thornapple Arts Council Request Letter
- Special Events Application



City Council members
City of Hastings
201 East State Street
Hastings, MI 49058

January 9, 2024

Dear Hastings City Council members,

First, thank you for the opportunity to host so many programs at the Thornapple Plaza again this year. The Thornapple Plaza is a wonderful asset to the Hastings and Barry County communities, and we are pleased to engage in a cooperative programming agreement with the City of Hastings.

I would like to request Council's permission to solicit donations at the Thornapple Plaza and the Spray Plaza during our 2024 program season. This would include the Thornapple Arts Council Jazz Festival April 25-27, as well as Hastings Live, which lasts from June 5 – Aug. 24. We simply have a donation can at our merchandise table during the Jazz Festival; and during the Hastings Live performances, we would like to have a volunteer carry a donation can through the audience and those who would like can put money in the can. There is no personal request or admission charged at the performances. The donations collected at these events supplement the Downtown Development Authority contributions and community sponsorships we receive to allow our programs to break even.

I would also like to request permission to sell merchandise at both locations during the same program season time period. We sell commemorative t-shirts, and these sales are to again help cover the cost of our event.

Please let me know if I can provide additional information.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Megan Lavell". The signature is written in a cursive, flowing style.

Megan Lavell
Executive Director



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

Thornapple Arts Council 2109-945-2002
Applicant/Organization Name Phone

Megan Lavell 945-2002 exd@thornapplearts.org
Contact Name Phone Email

231 S. Broadway Hastings MI 49058
Street City State Zip

Same as above
Contact person on day of event (if different than above) Phone

Section 2: Event Information

TAC Jazz Festival
Name of Event

music festival featuring middle and high school jazz band performances
Description of Event

April 25, 26, 27, 2024 8 am - 5 pm
Event Dates Time (From/To)

Wednesday, April 24, 3 pm Saturday, April 27, 5 pm
Set up Date(s) and Time(s) Clean Up Date(s) and Time(s)

Thornapple Plaza and Spray Plaza
Location(s) of Event

30
Estimated number of volunteers

1,500
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
 - o If checked, please provide a proposed detour route.
- ☐ Closure of public parking area
- ☐ Use of park area
- ☐ Firepits/open flame
- ☐ Fireworks or pyrotechnics
 - o 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)
 - o If yes, provide copy of Health Department Food Service License
- ☐ Temporary structures (including tents or pavilions)
- ☒ Music
 - o If yes, what time will music begin and end? 9 am - 5 pm
 - o 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
 - o If yes, provide a copy of liability insurance listing the City as an additional insured party.
- ☒ Signs or banners
- ☐ Animals/petting zoo
- ☐ Portable restroom facilities
- ☒ Donation collection/free will offering
- ☐ Other _____
- ☐ Alcohol
 - o If yes, provide copy of liquor liability insurance with the City listed as an additional insured.
 - o If yes, provide a copy of Michigan Liquor Control License Application.
 - o If yes, describe measures to be taken to prohibit the sale of alcohol to minors (use separate pages if necessary).
 - o 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?

Volunteers will monitor garbage cans and communicate with City staff if there are issues/needs

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.

We will use one 10x10 EZ up tent in the case of bad weather

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.

Megan Lavell Thornapple Arts Council
Printed Name of Applicant & Name of Organization

Megan Lavell
Signature

1/15/23
Date

Section 6: City Review – For Office Use Only

A. Police Department Review:

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

Other Comments:

B. Public Services Director Review

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

☐ Trash receptacles ☐ Barricades ☐ Traffic cones ☐ Restroom Cleaning

☐ Fencing ☐ Water or Electric ☐ Other

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

Other Comments:

C. Fire Chief Review

Comments:

D. Community Development Department Review

Comments:

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



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Resolution 2024-02 and Related Restrictive Covenant

Meeting Date: January 22, 2024

Recommended Action:

Motion to adopt Resolution 2024-02 for a workforce housing PILOT exemption and restrictive covenant for Meadowstone Phase III, LLC for property located at 710 Barfield Drive, in substantially the format attached subject to approval by the City Attorney.

Background Information:

City Council approved Ordinance #622 on December 11, 2023 which added Division 70-IV-5 "Workforce Housing Pilot Ordinance" to the Municipal Code. Meadowstone Phase III, LLC desires to construct five (5) buildings creating 92 additional units that will be available for tenants whose income does not exceed 120% of the area median income. The Planning Commission approved the site plan and PUD amendment on August 7, 2023 and City Council gave final approval to the site plan and PUD amendment at the August 28, 2023 Council meeting. Senate Bill #432 which became law in December of 2023 allows for housing developers to utilize a Payment In Lieu of Taxes (PILOT) for projects targeted to provide housing to tenants whose income does not exceed 120% of the area median income subject to a resolution and restrictive covenant adopted by City Council.

Resolution 2024-02 will grant Meadowstone Phase III, LLC a Workforce Housing PILOT Exemption that shall be effective for 12 years with an annual service charge in lieu of taxes to be calculated at five percent (5%) of the Annual Shelter Rents as defined in Ordinance #622.

Financial Implications:

The annual service charge of five percent (5%) of Annual Shelter Rents will be collected annually.

Attachments:

- Resolution 2024-02
- Workforce Housing Restrictive Covenant

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

RESOLUTION 2024-02

**RESOLUTION TO APPROVE A WORKFORCE HOUSING PILOT
EXEMPTION AND THE RELATED RESTRICTIVE COVENANT.**

Councilmember _____, supported by Councilmember _____,
moved the adoption of the following resolution:

WHEREAS, pursuant to Section 15a of Public Act 346 of 1966 (the “Act”), the City of Hastings Council adopted the Workforce Housing PILOT Ordinance No. 622 (the “Ordinance”) on December 11, 2023, which provides the procedure and regulation for applicants seeking to pay an annual service charge in lieu of all ad valorem property taxes for a certain period of time (the “Exemption”);

WHEREAS, Meadowstone Phase III, LLC (the “Sponsor”) has applied for the Exemption with the City for the property located at 710 Barfield Drive, Hastings, MI 49058 (the “Property”) and has provided all requested materials; and

WHEREAS, the City Council has considered and made findings regarding the factors listed in Section 70-164(e) of the Ordinance and has determined it is in the best interest of the City to approve the exemption.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the City Council does hereby grant the Sponsor the Workforce Housing PILOT Exemption, pursuant to the Act and the Ordinance.
2. That the Exception shall be effective for 12 years and the annual service charge shall be five percent (5%) of the Annual Shelter Rents, as defined in the Ordinance.
3. That the Workforce Housing Restrictive Covenant is approved in its substantial form in Exhibit A and that the City Mayor is authorized and directed to execute such.

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSENT: Councilmembers _____

ABSTAIN: Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: January 22, 2024

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 January 22, 2024, 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: January 22, 2024

Christopher R. Bever, City Clerk/Treasurer

EXHIBIT A
WORKFORCE HOUSING RESTRICTIVE COVENANT

(attached)

WORKFORCE HOUSING RESTRICTIVE COVENANT

This Workforce Housing Restrictive Covenant ("Restrictive Covenant") is made by and between the City of Hastings (the "City") and Meadowstone Phase III, LLC (the "Sponsor") as of January 22, 2024.

RECITALS:

A. Sponsor is the owner of certain real property in the City of Hastings, County of Barry, Michigan, and more particularly described by Exhibit A (the "Property"), which is attached hereto and incorporated by reference into this Restrictive Covenant.

B. Sponsor has offered to construct or rehabilitate one or more buildings located on the Property to provide 92 units of workforce housing (the "Project") and has applied to the City for a workforce housing exemption from *ad valorem* property taxes under Section 15a of the State Housing Development Authority Act, being Public Act 346 of 1966, as amended (the "Act").

C. In consideration of Sponsor's offer to undertake the Project, the City has agreed to exempt the Project from all *ad valorem* property taxes imposed by any taxing jurisdiction (the "Exemption") and to accept in lieu thereof payment of an annual service charge for a period of 12 years as provided by adoption of Workforce Housing PILOT Resolution No. 2024-02 and the Workforce Housing PILOT Ordinance, Ordinance No. 622 (the "PILOT Ordinance").

D. The annual service charge paid in lieu of all *ad valorem* property taxes (the "PILOT Payment") is equal to 5 percent (5%) of the annual shelter rents collected from the Project and must be paid as provided in the PILOT Ordinance.

E. Sponsor and the City agree that the economic feasibility of the Project depends upon the continuing effect of the PILOT Payment approved by the City for the 12-year Exemption period.

F. Accordingly, upon recording with the Barry County Register of Deeds, this Restrictive Covenant will restrict use of the Project to workforce housing for a 12-year Exemption period.

NOW, THEREFORE, in consideration of the City's acceptance of payment of the PILOT Payment in lieu of all *ad valorem* property taxes and Sponsor's commitment to construct or rehabilitate the Project, Sponsor and the City hereby covenant as follows:

1. **Definitions.** Unless otherwise defined herein, all words and phrases used in this Restrictive Covenant have the same meaning as defined in the PILOT Ordinance.

2. **Workforce Housing Covenant.** The Project will, upon completion of the proposed construction or rehabilitation, constitute workforce housing with rents reasonably affordable to households consisting of persons and families whose household income is not greater than 120% of the area median income, as published by the U.S. Department of Housing and Urban Development, adjusted for family size.

3. **Term of Exemption.** The Exemption from *ad valorem* property taxes approved by the City shall remain in effect in accordance with this Restrictive Covenant for a period of 12 years, ending on December 31, 2035, or so long as the Project is used as workforce housing, whichever is less (the "Term"). The Exemption shall automatically terminate upon the expiration of the Term or upon the earlier foreclosure or the giving of a deed in lieu of foreclosure for the Property. During the Term, in consideration for the Exemption, the PILOT Payment shall be payable in accordance with the PILOT Ordinance.

4. **No Violation.** Sponsor agrees that it will not knowingly take or permit any action that would result in a violation of the requirements of this Restrictive Covenant or the PILOT Ordinance, which is incorporated herein as if a part of this Restrictive Covenant. Further, Sponsor agrees to take any action as may be necessary in the reasonable determination of the City or of the Michigan State Housing Development Authority (the “Authority”), to comply with the PILOT Ordinance. If the City determines that the Project is not in compliance with the requirements of this Restrictive Covenant, the City shall deliver written notice to Sponsor setting forth the details of the Project’s alleged non-compliance in reasonable detail and accompanied by supporting documents. Sponsor, after receiving such written notice of the non-compliance from the City, shall use reasonable efforts to correct such non-compliance within 30 days (or such longer period as may be agreed by Sponsor and the City). If the non-compliance is not corrected within such period, the City shall be entitled to take such actions as it deems necessary to enforce the provisions of this Restrictive Covenant.

5. **Sponsor to Demonstrate Compliance.** Sponsor will provide the City with such certifications, reports, and other information as are reasonably required or requested by the City in accordance with the Act to demonstrate compliance with the PILOT Ordinance. Sponsor will provide the City and Authority with an annual verification of compliance with this Restrictive Covenant, in a form specified by the Authority, which may include, but is not limited to, certified household income reports and rent rolls for the period covered by the report.

6. **Transfer of Ownership.** Sponsor will, prior to a sale or other voluntary transfer of ownership of the Project or any part thereof, notify the City in writing, and will enter into any agreements with the purchaser or transferee as may be prescribed by the City to ensure such purchaser’s or transferee’s compliance with this Restrictive Covenant and the Act if such purchaser or transferee intends to benefit from the Exemption.

7. **Enforceability.** This Restrictive Covenant is enforceable in any court in the State of Michigan having jurisdiction thereof, by the City, Sponsor, and Sponsor’s successors and assigns.

8. **Covenant Running with the Land; Binding Effect.** The foregoing covenant shall constitute and be enforced as a covenant running with the land under Michigan law and shall be binding on all successors or assigns of Sponsor or the City and any future owner or operator of the Project for the full 12-year exemption period. The City and Sponsor, or any successor owner of the Project, may terminate this Restrictive Covenant at any time upon mutual written consent in connection with the termination of the Exemption.

9. **Miscellaneous.** In the event of any conflict between the terms of this Restrictive Covenant and the requirements of the PILOT Ordinance, the terms of the PILOT Ordinance shall prevail. This Restrictive Covenant may only be amended or terminated by a writing signed by both Sponsor, or the successor owner of the Property, and the City or by operation of law. The invalidity of any clause or provision of this Restrictive Covenant shall not affect the validity of the remaining portions thereof.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date and year first written above.

CITY OF HASTINGS

By: _____
David J. Tossava, City Mayor

By: _____
Christopher R. Bever, City Clerk

SPONSOR

Meadowstone Phase III, LLC

By: _____

Its: _____

EXHIBIT A

Legal Description of Property

THAT PART OF THE NE 1/4, SECTION 20 T3N, R8W, CITY OF HASTINGS, BARRY COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE E 1/4 CORNER OF SECTION 20; THENCE S89,49'26"W 1508' ALONG THE SOUTH LINE OF SAID NE 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE S89,49'26"W 1141.71' ALONG SAID SOUTH LINE TO THE CENTER OF SECTION 20; THENCE N00,05'00"W 145' ALONG THE WEST LINE OF SAID NE 1/4; THENCE N89,49',26"E 235'; THENCE N00,10'34"W 116.05'; THENCE N63,18'38"E 197.84'; THENCE S63,06'00"E 269.25'; THENCE N21,49'15"E 310.28' TO THE SOUTH LINE OF BARFIELD DRIVE; THENCE S55,45'00"E 452.8' ALONG SAID SOUTH LINE; THENCE S00,10'34"E 258.53' ALONG THE WEST LINE OF MEADOWSTONE DUPLEX PLAT TO THE PLACE OF BEGINNING.



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Professional Services for Fish Hatchery Park Restroom

Meeting Date: January 22, 2024

Recommended Action:

Motion to approve the professional services proposal from MCSA Group for design, bidding, and construction oversight for the Fish Hatchery Restroom project in the amount of \$47,614.

Background Information:

The primary restroom facility at Fish Hatchery Park is in poor condition. Accessible and user-friendly restrooms are one of the most requested items for city parks. Fish Hatchery Park is the second most visited city park. The restrooms at Fish Hatchery Park have been identified as the worst park restrooms in the city. Nearly $\frac{3}{4}$ of respondents to a recent park and recreation survey noted that cleanliness and maintenance of park facilities should be the primary park funding focus over the next five years.

The existing restroom was constructed in the mid-1980s before the Americans with Disabilities Act was passed. It is a hexagon shape which creates many angles that one must maneuver inside the structure. Due to the shape of the building, an interior renovation to improve accessibility is not possible. The current facility is essentially an outdoor shelter building to which plumbing and walls were added to create a restroom. The existing facility has a multiuser restroom for men and for women. In the women's restroom, one of the stalls is so small that it is impossible for some users to close the stall door to use the toilet. The building has been maintained over the years, but due to its age and the materials used in construction, there is peeling exterior paint, rusting doors, and rusting stalls. There is not room to install basic amenities such as a baby changing station. Because the restrooms are small and gender specific, it can be difficult or uncomfortable for adults to help children in the facility or for people with disabilities to be aided. The facility is not well lit and park guests report that they avoid using the restroom due to its condition.



Regular Council Agenda Item Memorandum

This project would include the demolition of the existing restroom facility and the construction of four universally accessible family restrooms in a single structure. The new design is more modern and uses improved construction methods.

The proposal by MCSA Group includes design development, construction documents, architectural plans, bidding, and construction administration. We anticipate that construction of the new facility will be completed by the end of this year.

Financial Implications:

The total estimated project cost is \$450,000. The City designated \$236,216 in ARPA funds for this project. The remaining funds would be allocated from the General Fund Balance.

Attachments:

- Proposal by MCSA Group dated January 12, 2024
- Project Location Map
- Floor Plan
- Facility Photos



Landscape Architecture
Park & Recreation Planning
Architecture • Urban Design
Sports Facility Planning

January 12, 2024

Sarah Moyer-Cale
City of Hastings
201 E State Street
Hastings, Mi 49058

RE: Fish Hatchery Park Restroom Building

Dear Sarah

MCSA Group, Inc. is pleased to provide the City of Hastings with our proposal for professional services for the Design Development, Construction Documents, Bidding and Construction Administration of the Fish Hatchery Park Restroom Building for the City of Hastings. The project scope includes items included in the cost estimate dated 1.2.2024.

For this project we will utilize the following subconsultants:

Land and Resource Engineering (LRE) – Topographic Survey and Civil Engineering
MEP – Classic Engineering
Soils and Structures – Geotechnical Investigation

These services will include Design Development, Construction Documents, Bidding and Construction Administration. Per our conversation, we have prepared the following proposed outline of Professional Services.

Our services will include the following Work Tasks:

A. Design Development:

- Topographic Survey
- Geotechnical Investigation and Recommendations – Soils and Structures
- Update Cost Estimate
- Meeting to Review Preliminary Floor Plan

B. Construction / Bid Documents

- Construction Plans
 - Existing Conditions/ Removals
 - Site and Layout Plans
 - Grading and Drainage Plans

- Architectural Plans
 - Foundation plan
 - Floor plan
 - Roof plan
 - Mechanical, Electrical and Plumbing Plans
 - Elevations
- Landscape Plans

C. Construction / Bid Documents

- Construction Plans
 - Existing Conditions/ Removals
 - Site and Layout Plans
 - Grading and Drainage Plans
 - Architectural Plans
 - Foundation plan
 - Floor plan
 - Roof plan
 - Mechanical, Electrical and Plumbing Plans
 - Elevations
 - Landscape Plans
- Construction Details
 - Architectural Details
 - Concrete Paving Details
- Bid Proposal and Specifications
 - Invitation to Bid
 - Contract General Conditions
 - Contract Technical Specifications
 - Contractor Qualifications Questionnaire
 - Bid Proposal Form
 - City Forms
- Review Meetings with City will be held at 50% and 90% and as necessary throughout the project.

Sarah Moyer-Cale
City of Hastings
January 12, 2024
Page 3

D. Bidding

- Advertise
- Send Invitations to Contractor List
- Send Documents to Plan Rooms
- Bid Documents Distribution
- Answer Questions
- Distribute Agenda
- Review Bids – Recommend Award

E. Construction Administration and Observation

- Pre-Construction Meeting
- Review Submittals and Shop Drawings
- Progress Meetings
- Construction Observation Field Reports
- Review and Certify Payment Applications
- Prepare Bulletins and Change Orders
- Prepare Punch List and Close Out Documents
- Primary Inspections Services
 - On-Site inspections once a week as well as any additional inspections needed for complete construction oversight.

Our professional fees for Engineering/ Construction Documents, Assistance with Bidding; and Construction Administration and Inspection will be \$47,614. This includes our fees for all consultants including the Topographic Survey and Geotechnical Investigation.

The Preliminary Project Schedule is as follows:

Topographic Survey/ Soil Borings	As weather permits
Design Development	February 2024
Construction Drawings	March – April 2024
Bidding	May 2024
Construction	June 2024 to November 2024

Sarah Moyer-Cale
City of Hastings
January 12, 2024
Page 4

We would like to meet with you and begin the work upon your authorization. If we can provide any additional information, contact me at any time.

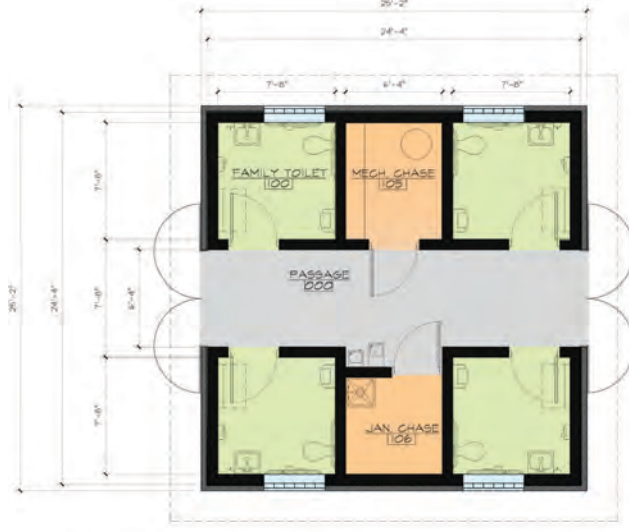
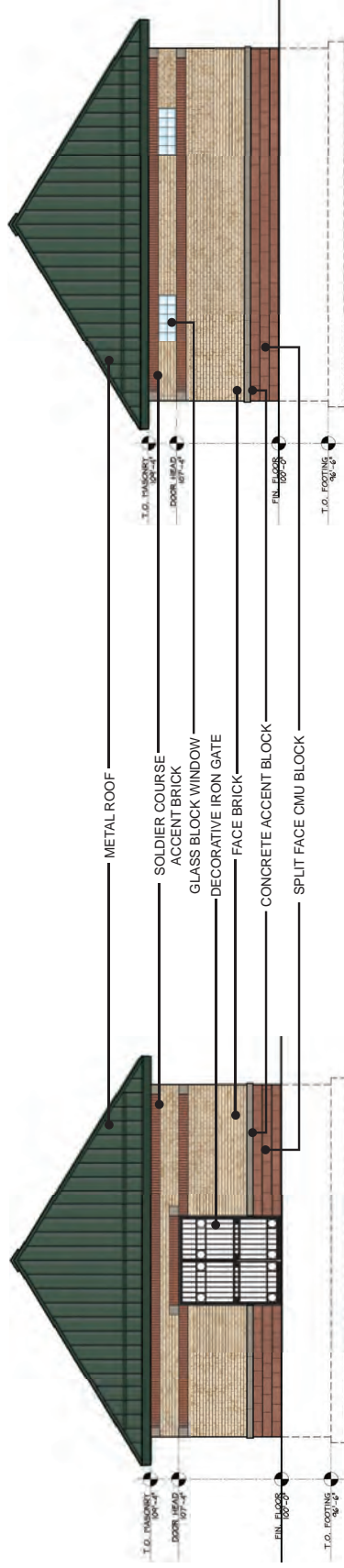
Sincerely,

A handwritten signature in purple ink, appearing to read 'Tiffany Smith', is written over a faint, circular, light blue watermark that contains the text 'MCSA GROUP, INC.'.

MCSA Group, Inc.
Tiffany Smith, President



FISH HATCHERY PARK LOCATION MAP



RESTROOM ELEVATIONS & FLOOR PLAN FISH HATCHERY PARK RESTROOM HASTINGS, MICHIGAN



DATE
03.14.2022
PROJECT NO.
2148



BELOW: Restroom building: exterior facing north.



BELOW: Restroom building: exterior facing south



Women's restroom – exterior and interior



BELOW: Rusting metal stall doors



BELOW: There is very little space between the door and front of toilet – about 10 inches.



RIGHT:
Accessible
stall



LEFT: Sinks and
paper towel
dispenser

Men's restroom – exterior and interior



ABOVE: Men's restroom sinks.



LEFT:
Accessible
toilet in men's
room.

Right: Sink
area in men's
restroom.

Location of Other Site Features



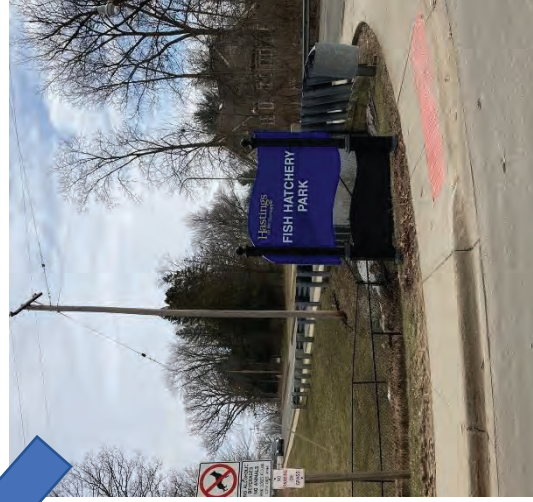
ABOVE: Fishing area and seating at fishing pond, facing northeast.



LEFT: Drinking fountain to the north of existing restroom.



RIGHT: Playground located east of the restroom



BELOW: Facing east; Entry sign to Fish Hatchery Park off Green Street.



Regular Council Agenda Item Memorandum

To: The Honorable Mayor, City Council Members, and City Manager Sarah Moyer-Cale

From: Rob Neil, Superintendent of Streets

Subject: Diesel Fuel Purchase

Meeting Date: January 22, 2024

Recommended Action:

Motion to approve a purchase order for diesel fuel from Kent Oil & Propane in the amount of \$18,500.

Background Information:

The city's previous bulk diesel fuel purchase was in July 2023. There are currently 1,750 gallons of diesel fuel left in city tanks.

Financial Implications:

Diesel fuel is included in the fiscal year 2023/2024 Equipment Fund budget in the amount of \$50,000. To date, \$16,585 has been expended, leaving a balance of \$33,415 for additional fuel purchases.

Diesel fuel is currently at \$ 2.47 per gallon as of January 17, 2024, with the price per gallon varying daily. This purchase would be for approximately 7,000 gallons of diesel fuel.



City of Hastings

71315

201 East State Street • Hastings, Michigan 49058

269.945.2468 • FAX 269.948.9544

FEIN 38-6004562

PURCHASE ORDER

DATE

Vendor Name Kent Oil

Department OPS

Ship To Address

Vendor Number

Item Description	Account Number	Price	Project Number	Received Y or N
7000 gal Diesel Fuel	661-454-758-000	18,500		
TOTAL				

Special Instructions

Diesel Fuel for city owned Equipment

Prices fluctuate no quote could be provided

1-17-24 price of
quoted \$2.47 gal

Requested by Rob

Department Head Approval

City Manager Approval

(IF OVER \$300)

DATE

City Council Approval

(IF OVER \$ 5000)

MEETING DATE



Regular Council Agenda Item Memorandum

To: The Honorable Mayor, City Council Members, and City Manager Sarah Moyer-Cale

From: Rob Neil Superintendent of Streets

Subject: Purchase of Four Fire Hydrants

Meeting Date: January 22, 2024

Recommended Action:

Motion to approve the purchase of four fire hydrants from East Jordan Iron Works in the amount of \$11,443.92.

Background Information:

The purchase of the four fire hydrants will be used to replace non-working hydrants within the City of Hastings Water Distribution System.

Financial Implications:

Replacement of fire hydrants is included in the fiscal year 2023/2024 budget in the amount of \$50,000. To date, no funds have been expended. After this purchase, \$38,556 will remain for additional purchases as needed.

Attachments:

- Quote from East Jordan Iron Works



Quotation

ejco.com

800 626 4653

Account Name City of Hastings
Ship to 301 East Court Street, Hastings, MI, US, 49058
Bill to Attention Accounts Payable 201 East State Street, Hastings, MI, US, 49058
Full Name
Business Phone
Email
Business Fax
Close Date 2/29/2024

Quote Number 00643086
Quote Name Hastings Hydrants
Created Date 1/9/2024
Expiration Date 2/8/2024
Prepared by Kevin Spyhalski
Email kevin.spyhalski@ejco.com
Phone 6165382040
Fax (616) 538-4990

Quantity	Product N°	Description	Notes	Line Charge	Sales Price (USD)	Total Price (USD)
4	54512D	5BR250 Hydrant 5'6" MJ 1 3/4" Sq 2AD 1-5 4 1/2" NST Pumper 2-4 2 1/2" NST Hoses OL Red			2860.98	11443.92

Subtotal 11443.92 USD
Grand Total 11443.92 USD

Notes and Comments



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: 8.36 +/- acre parcel west of Star School Rd.

Meeting Date: January 22, 2024

Recommended Action:

Motion to authorize the City Manager to negotiate terms of a one-time listing agreement, purchase agreement, and development agreement with GRE Holdings, LLC submitted by Pat Doezema representing Keller Williams Realty, for a city-owned 8.36 +/- acre parcel of property north of Enterprise Drive on Star School Road.

Background Information:

At the November 12, 2019 Council meeting, a listing agreement with Pat Doezema of Greenridge Realty for the sale of industrial property in the Local Development Finance Authority District was approved. The listing agreement has since expired but the property continued being available for sale. Although the listing agreement expired and Ms. Doezema has changed realty firms, she continued to seek buyers for the property. Upon approval from City Council of the staff recommendations, the City Attorney will be provided the real estate documents for review and staff will continue negotiating the terms of the agreements.

Financial Implications:

The subject property is in the Local Development Finance Authority District.

Attachments:

- Map of Parcel
- Purchase Agreement
- One-Time Show/Sell Agreement





BUY AND SELL AGREEMENT FOR VACANT LAND

Office of **DVK Real Estate**, Broker, **Grand Rapids** (city), Michigan

Phone: **(616)318-4983** Fax: Email: **dan@dvkre.com**

Offer Date: **01/05/2024**, **2:00** (time)

1. **Agency Disclosure.** The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):
☐ Agent of the Seller ☐ Subagent of the Seller ☒ Agent of the Buyer ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Other (specify):

2. **Buyer's Offer.** The undersigned Buyer hereby offers and agrees to purchase property located in the **City** of **Hastings**, **Barry** County, Michigan, commonly known as **E Enterprise Drive and Star School Road**

Permanent Parcel Number **55-255-034-10 and 55-265-026-20** and legally described as follows:

Attached legal and per new survey

(the "Land"), together with all fixtures and improvements situated on the Land (the "Improvements"), all of which is collectively referred to herein as the "Premises", except the following:

3. **Purchase Price.** The purchase price for the Property is:

Forty-Six Thousand, Seven Hundred Fifty

Dollars (**\$46,750.00**).

4. **Payment of Purchase Price and Financing.** Complete subparagraph "A" and subparagraph "B".

Terms of Payment. The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").

☒ **Cash.** Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this agreement.

☐ **Land Contract.** Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form, unless the parties mutually agree upon a different form of land contract, upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of \$ and payment of the balance \$ in installments of \$ or more, at Buyer's option, including interest at the rate of % per annum computed monthly, interest to start on date of closing, and first payment to become due after date of closing. The entire unpaid balance will become due and payable months after closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation. [subject to credit approval]

Financing. Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").

☒ **No Financing Contingency.** Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.

☐ **Financing Contingency.** Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within () days of the Effective Date of this Agreement (the "Financing Contingency Period"). Buyer agrees to diligently pursue in good faith obtaining financing for the purchase of the Premises. If after making such diligent effort Buyer fails to obtain financing for the purchase of the Premises that is acceptable to Buyer within the Financing Contingency Period, then Buyer may terminate this Agreement without liability and receive a refund of any deposit by delivering a written notice of termination to Seller in accordance with this Agreement within the Financing Contingency Period. If Buyer does not deliver a written notice of termination to Seller within the Financing Contingency Period, then Buyer shall be deemed to have waived this financing contingency.

5. **Survey.** Seller shall provide Buyer with a copy of any existing survey of the Premises that Seller has in Seller's possession within five (5) days of the date of the Effective Date. In addition, (select one of the following):

☒ A new survey:

☒ ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or

☐ boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or

☐ A recertified survey; or

☐ No new or recertified survey;

shall be ☐ obtained by Buyer at Buyer's expense; or ☒ provided by Seller to Buyer at Seller's expense, within **Sixty** (**60**) days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph

Property Address **E Enterprise Drive and Star School Road**

©Commercial Alliance of REALTORS 2023 - 2024

Revision Date 5/2023

DVK Real Estate, 8170 Clarkland Dr Alto MI 49302

Daniel VanKulker

DE

Buyer's Initials

Seller's Initials

Phone: 6163184983

Fax:

Hastings Lot

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contained in this Agreement. If Seller is responsible to provide a new or recertified survey under this paragraph and fails to do so within the required time, then Buyer may order the required survey at Seller's expense. If any matter disclosed in the new or recertified survey (or absent either, an existing survey) adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give seller written notice of the matter within ten (10) days after copies of both such survey and the title commitment (and all exception documents identified in the title commitment) referenced in this written Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) days of receiving notice (the "Survey Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Survey Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

6. **Title Insurance.** At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note that some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give Seller written notice of the matter within ten (10) days after copies of both the title commitment (and all exception documents identified in the title commitment) and survey referenced in this Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) days of receiving written notice (the "Title Commitment Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Title Commitment Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

7. **Inspections.** By signing this Agreement, Buyer is representing that the Buyer is aware that professional services are commercially available at a fee by experts selected by Buyer. The Buyer has elected to arrange and pay for services/investigations, including, but not limited to, the following:
☐ No Inspections ☒ Soil Borings ☒ Zoning ☒ Site Plan Approval ☒ Utilities ☒ Permitting ☐ Other (specify):

The Buyer shall have the right to terminate this Agreement if the due diligence results are not acceptable to the Buyer by giving Seller written notice within Ninety (90) days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether made intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Property "as is" and "with all faults" (whether obvious or concealed) except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

8. **Closing Adjustments.** The following adjustments shall be made between the parties by the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:
- Rent for the month in which closing occurs;
 - Prepaid rent for any month after the month in which closing occurs;
 - Interest on existing indebtedness assumed by Buyer;
 - Charges for any transferable service contracts assigned to Buyer described in Exhibit E;
 - Utility deposits;
 - Security deposits;
 - Recoverable Expense (as defined below). If the parties choose to prorate Recoverable Expenses, then Seller shall provide Buyer with an accounting of (i) any expenses that are recoverable from tenants under the applicable leases (collectively, "Recoverable Expenses"), including, but not limited to , all operating or common area maintenance expenses, taxes, special assessment and insurance, and, (ii) the costs incurred by Seller with respect to such Recoverable Expenses. Furthermore, if the parties choose to prorate Recoverable Expenses, then to the extent taxes and/or special assessments are considered Recoverable Expenses under the applicable leases, no proration of taxes and/or special assessment shall be made at closing except as provided for in the proration of Recoverable Expenses, notwithstanding anything to the contrary contained herein. This provisions shall survive the closing. Other:

After closing, any rent collected by Buyer including delinquent rent which includes rent for any period prior to the closing date, shall be applied by Buyer first against amounts then due and owing from the particular tenant to the Buyer, with the balance, if any, paid to Seller on account of any delinquent rent owing to Seller. After closing, any rent collected by Seller for any period following closing shall be promptly paid to Buyer. After closing, Seller may not bring any collection against any tenant for delinquent rent owing to Seller.

9. **Property Taxes.** All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):
- ☐ No Proration:
- ☐ Buyer ☐ Seller shall pay the taxes billed in July.
- ☐ Buyer ☐ Seller shall pay the taxes billed in December.
- ☒ **Calendar Year Proration.** Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, such amount shall be based on the prior years' tax bill.
10. **Special Assessments,** and deferred assessments, whether due in installments or otherwise, which are due and payable on or before the closing shall be paid by the Seller. All other special assessments, including deferred assessments, for improvements, now installed, not yet installed, or in the process of being installed, that are first due and payable after the closing shall be paid by Buyer. Other:
11. **Conveyance.** Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Property to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).
- The following paragraph applies only if the Property includes unplatted land:
 Seller agrees to grant Buyer at closing the right to make (insert number) All division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (if no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before At Closing (date), of the proposed division to create the Premises. Other:
12. **Warranties of Buyer.** Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:
- The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
 - There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.
 - In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.
 - Other:
13. **Warranties of Seller.** Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:
- The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.
 - There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Property.
 - Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
 - If a statement(s) of income and expense with respect to the operation of the Property is (are) described in Exhibit B or an accounting of Recoverable Expenses is provided as Exhibit F, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
 - The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the index of Exhibits:
 - All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, these items are set forth in the written leases described in Exhibit B.
 - The rents set forth are being collected on a current basis and there are no arrearages;
 - If applicable, agreements for payment of commissions to real estate brokers or agents are as described in Exhibit C ("Commission Agreements"). Real estate brokerage commission(s) will become owing in the event of a tenant's exercise of any existing options to renew, extend, or expand a lease term, or right or option to purchase the Premises as provided in any Commission Agreements produced by Seller and as described in Exhibit C.
 - With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
 - Other:

14. **Damage to Business.** If between the Effective Date and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.
15. **Closing.** The closing shall be held on or before 15 days after due diligence (date) and as promptly as practical after all necessary documents have been prepared. An additional period of Ten (10) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date. Other:
16. **Possession.** Seller shall tender to Buyer possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:
17. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
- The warranty deed, land contract or assignment of land contract required by this Agreement.
 - A bill of sale for any Personal Property (described in Exhibit "D").
 - A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
 - An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
 - A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - An updated accounting of Recoverable Expenses
 - Payment of the County and State real estate transfer tax.
 - Any other documents required by this Agreement to be delivered by Seller.
18. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
- The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
 - A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
 - Any other documents required by this Agreement to be delivered by Buyer.
19. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
20. **Notices.** Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below or to their representative Agent listed in this Agreement, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgement, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage prepare, return receipt requested, or (d) upon sending, if sent by email.
21. **Electronic Communications.** Any addendum or amendment to this Agreement and/or any other written communication given in connection with this Agreement may be delivered in person or, if to Seller, in care of Seller's Agent or, if to Buyer, in care of Buyer's Agent, via email or by facsimile transmission to the parties or the Agents at their respective email addresses or facsimile numbers, as applicable. Seller represents and warrants that an email address has been provided to the Agent of Seller from which Seller may receive email. Buyer represents and warrants that an email address has been provided to the Agent of Buyer from which Buyer may receive email.
22. **Execution.** The parties agree that electronic signatures and initials on this Agreement, or any addendum or amendment to this Agreement, shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
23. **Wire Fraud:** Wire fraud is an increasingly common problem. Any electronic communication received by Buyer or Seller directing Buyer or Seller to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), should be verified. **Even if the communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the communication by direct communication with the Broker, Title Company, or Lender. **DO NOT** use any telephone numbers provided in the original communication when verifying the authenticity of the communication. Such requests may be part of a scheme to steal funds or use your identity. By signing this Agreement, Buyer and Seller acknowledge and understand the risks associated with wire transfers and potential fraud, which are not within the reasonable control of the Broker. Accordingly, Buyer and Seller hereby release and hold Broker harmless from any and all claims, demands, losses, rights, and causes of action of whatever kind and nature arising directly or indirectly from any wire transfer sent or received in connection with this Agreement.

DE

Buyer's Initials

Seller's Initials

24. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.
25. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.
26. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
27. **Earnest Money.** Buyer shall deposit \$ 10,000.00 with Title company Escrow Agent, [insert name of Broker, Title Company or other] ☐ with this offer or ☒ within Five (5) days after acceptance of this offer, evidencing Buyer's good faith, to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If Buyer fails to timely deposit the earnest money, Seller may (but is not required to) provide written notice to Buyer of Buyer's failure and to provide Buyer with an additional two (2) business days after the date of the Buyer's receipt of the Seller's written notice to cure such failure after which time if Buyer has not cured its failure, Seller may immediately terminate this Agreement upon written notice to Buyer. If this offer is not accepted, or the title to the Premises is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, Buyer's earnest money deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain Buyer's earnest money as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of the earnest money deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of the earnest money deposit within thirty (30) days after notice to the parties.
28. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Multiple Listing Service (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.
29. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.
30. **Attorneys' Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.
31. **Environmental.**
- a. **Notice to buyers and sellers (environmental risks).**
Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.
- No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.
- b. **Environmental reports and assessments.**
- (1) Within Ninety (90) days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").
- (2) Buyer shall have a period of Fifteen (15) days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.

- (3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of Ten (10) days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) days after Seller's deadline for executing or negotiating an amendment to this Agreement.
- (4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.

c. **Nondisclosure.**

- (1) If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.
- (2) If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b(3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.

d. **Other:**

32. **Brokerage Fee.** Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☐ Buyer ☒ Seller agrees to pay a brokerage fee of 4.000 %. This brokerage fee shall be paid in full promptly after it is earned, but not later than closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction is/are an intended third party beneficiary entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:

33. **Other Provisions:** If any conflict shall exist between the provisions of this Section and the provisions contained elsewhere in this Agreement, the provisions of this Section shall control. **Price is assuming 8.5 acres. The final price shall reflect \$5,500/acre based on mutually acceptable survey provided by Seller.**

34. **Time.** Time is of the essence in this Agreement. In any case where a date for performance by either party or a deadline falls on a Saturday, Sunday or federal government holiday, the time for performance or the deadline, as applicable, shall automatically extend until 11:59 p.m. on the next business day. As used in this Agreement, a "business day" shall mean a day other than Saturday, Sunday or a federal government holiday. All other references to "days" in this Agreement shall refer to calendar days. The term "Effective Date" as used in this Agreement shall be the date upon which this Agreement is fully executed (as described below).

35. **Index of Exhibits.** Seller to furnish within Ten (10) days from Effective Date unless specified below:

Not Applicable	Attached	Exhibit #	Subject
X		A	Disclosure Regarding Real Estate Agency Relationships
X		B	Income and Expense with respect to the operation of the Premises
X		C	Commission Agreements
X		D	Written leases and any tenancies not arising out of written leases
X		E	Service Contracts
X		F	Accounting of Recoverable Expenses, with an updated Accounting of Recoverable Expenses to be delivered no later than _____ days prior to the closing date.
		G	Addendum

As to any "Seller to furnish" item(s) listed above, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer by giving Seller written notice within Ten (10) days after receipt of such item(s), otherwise the right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Notwithstanding the foregoing, Buyer shall not be permitted to terminate this Agreement based upon the updated Accounting of Recoverable Expenses received prior to closing.

36. **By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller.** If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the **Effective Date**. Buyer gives Broker above named until 4:00 PM (time) 01/10/2024 (date) to obtain Seller's written acceptance of the Buyer's offer.

Buyer: GRE Holdings LLC

(print name of individual or entity)

Signature: _____

Its: Member

(if Buyer is an entity)

Date: 01-05-24

Buyer's Address: 4624 N M-37 HWY STE#G

MIDDLEVILLE, MI 49333

Buyer: _____

(print name of individual or entity)

Signature: _____

Its: _____

(if Buyer is an entity)

Date: _____

Bus. Phone: _____

Fax: _____

Email: _____

Date: _____

Time: _____

37. SELLER'S ACCEPTANCE

The above offer is hereby accepted

☐ as written

☐ as modified

By signing below, Seller acknowledges having read and authorizes delivery of this Agreement to Buyer. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. If this Agreement is signed by Seller subject to any modifications, Seller gives Broker above named until _____ (time) _____ (date) to obtain Buyer's written acceptance of Seller's counter offer.

Seller: _____

(print name of individual or entity)

Signature: _____

Its: _____

(if Seller is an entity)

Date: _____

Seller Address: _____

Seller: _____

(print name of individual or entity)

Signature: _____

Its: _____

(if Seller is an entity)

Date: _____

Bus. Phone: _____

Fax: _____

Email: _____

38. BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

The above offer is hereby accepted ☐ as written ☐ as modified

If Buyer is accepting a counteroffer from Seller as written, the date Buyer signs below becomes the Effective Date. If Buyer is accepting Seller's counter-offer subject to any modifications, Buyer gives Broker above named until _____ (time) _____ (date) to obtain Seller's written acceptance of Buyer's counteroffer.

Buyer: GRE Holdings LLC
(print name of individual or entity)Buyer: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: Member
(if Buyer is an entity)Its: _____
(if Buyer is an entity)

Date: _____

Date: _____

39. SELLER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Seller acknowledges receipt of a copy of Buyer's acceptance of Seller's counteroffer (if Seller made a counteroffer), or Seller agrees to accept the terms of Buyer's counter offer as written. If Seller is accepting the terms of Buyer's counter offer as written, then the date Seller signs below becomes the **Effective Date**.

Seller: _____
(print name of individual or entity)Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)Its: _____
(if Seller is an entity)

Date: _____

Date: _____



WEST MICHIGAN REGIONAL ONE TIME (SHOW & SELL) AGREEMENT



Agreement Date: _____ ("Effective Date")
Brokerage Firm: Keller Williams ("Broker")
Address of Firm: 1555 Arboretum Dr. SE, Grand Rapids, MI
REALTOR®: Pat Doezema - Doezema Realty Group
Phone: 268-838-1469 Email: p.doezema@kw.com
Seller(s): City of Hastings ("Seller")
Seller's Home Address: _____
Seller's Phone: _____ Email: _____

1. **PROPERTY DESCRIPTION:** Seller is the owner of property located in (choose one) ☐ Village ☐ Township ☒ City of Hastings, County of Barry Michigan, commonly known as (insert mailing address: street/city/state/zip code): vacant parcel - Enterprise Drive with the following legal description and tax parcel ID numbers: Accurate legal to be determined based on survey to be completed
PP# _____ (the "Property").

SELLER WARRANTS THAT THE PROPERTY IS NOT PRESENTLY LISTED WITH A LICENSED REAL ESTATE BROKER OR ANY OTHER PARTY.

2. **REPRESENTATION:** Broker has a potential buyer ("Buyer") for the Property, the identity of whom will be disclosed upon the execution of this Agreement: (choose one)
☒ Seller appoints Broker as Seller's exclusive agent in this transaction with Buyer. Broker is not representing Buyer.
☐ Seller acknowledges that Broker will exclusively represent Buyer in this transaction. Broker is not representing the Seller.
☐ Seller acknowledges that Broker is representing both Seller and Buyer as a Dual Agent in this transaction.
Seller has reviewed and signed the Disclosure Regarding Real Estate Agency form.
3. **TITLE/YEAR BUILT:** In the event of a sale, Seller will convey, or agree in writing to convey by warranty deed, marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. In addition, (choose one)
☐ Seller represents and warrants that the Property was **built in 1978 or later** and that the federally-mandated lead-based paint disclosure regulations **do not apply** to this Property.
☐ Seller represents and warrants that the Property was **built before 1978** and that the federally-mandated lead-based paint disclosure regulations **do apply** to this Property.
4. **COMMISSION:** If within SIX (6) months of the Effective Date, Seller sells all or a portion of the Property to Buyer, Seller agrees to pay Broker at closing a fee equal to \$ 195 and a commission equal to 8 % (*) of the sale price.
5. **EXCLUSIVITY:** Seller shall deal exclusively with the Broker for all negotiations with Buyer during the term of this Agreement.
6. **ADVERTISING/SHOWINGS:** Seller acknowledges that Broker will NOT market or advertise the Property for sale. Seller grants Broker permission to show the Property only to the Buyer identified below; all showings to be by appointment only. Seller shall indemnify and hold harmless Broker and Broker's agents from any and all liability for any reason as a result of injury to persons or damage or loss to property arising out of the showing of the Property.

7. **SUBSEQUENT LISTINGS:** Seller's commission obligation shall apply regardless of whether Seller subsequently lists the Property with another licensed real estate broker or any other party. Seller is advised if Seller later enters into a listing agreement to sell the Property with another real estate broker or any other party, Seller must exclude Buyer from said listing agreement. Failure to do so could result in Seller being responsible for payment of two commissions.
8. **DISCRIMINATION:** It is agreed by the Broker and the Seller that, as required by law, discrimination based on race, color, religion, sex (including sexual orientation and gender identity), national origin, familial status, disability, marital status or age in respect to the sale of the Property is PROHIBITED. Local ordinances may offer protection against additional discrimination.
9. **SELLER'S DISCLOSURE STATEMENT:** Seller agrees to provide Buyer with a Seller's Disclosure Statement, unless the transaction is exempt under Michigan law. Seller agrees to release and hold harmless Broker and its agents from any liability arising as a result of Seller's failure to comply with Seller's disclosure obligations at law, which may include, but not be limited to, reasonable attorney's fees and costs. If the condition of the Property changes, Seller agrees to immediately update the Seller's Disclosure Statement.
10. **ELECTRONIC COMMUNICATION:** The parties agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. Any such communication shall be deemed delivered at the time it was sent or transmitted. The parties further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. The parties agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

11. **OTHER:**

* 8% Commission to be split between buyers
Broker, DVK and Keller Williams

12. **CANCELLATION:** This Agreement can be CANCELLED or REVOKED only by mutual consent in writing.

13. **RECEIPT:** Seller has read this Agreement and acknowledges receipt of a completed copy of this Agreement.

Accepted by:

Seller's Signature, Date, Time: (X)

Seller's Signature, Date, Time: (X)

REALTOR®

Patricia L. Dolzma
Dolzma Realty Group

Broker

Keller Williams

DISCLOSURE OF IDENTITY OF BUYER

Broker and Seller agree that the term "Buyer" as used in the above referenced Agreement shall mean:

GRE Holdings, LLC

and his/her/their spouse or other immediate family member and any entity in which he/she/they have a controlling interest.

Accepted by:

Seller's Signature, Date, Time: (X)

Seller's Signature, Date, Time: (X)

REALTOR®

Broker



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Notice and Negotiation of Parcel #08-55-240-105-00 for Sale

Meeting Date: January 22, 2024

Recommended Action:

Motion to authorize city staff to prepare a notice informing the public of the availability to purchase a vacant city-owned parcel (#08-55-240-105-00), and upon expiration of the notice, authorize the City Manager to negotiate a land sale for the property.

Background Information:

City staff has received an offer to purchase a 7.51-acre parcel of property zoned R-2 Single Family Residential at the south end of Hayes and Orchard Streets. Although this parcel of property has been available for sale for approximately 20 years, the property has never been officially listed for sale. Per the City's Asset Disposition Policy, the City should prepare a notice advising the public the property is available for sale. Upon approval from City Council, staff will prepare such notice. Since the offer has been presented by a developer interested in constructing single family workforce housing, staff is requesting City Council to authorize the City Manager to negotiate the terms of the purchase agreement. Staff would bring a negotiated purchase agreement back to City Council for formal acceptance.

Financial Implications:

The subject property is in the Local Development Finance Authority District.

Attachments:

- GIS map of parcel



E SOUTH ST

S EAST ST

S ORCHARD ST

S MONTGOMERY ST

S DIBBLE ST

Elementary School

55-240-105-00

CITY OF HASTINGS VACANT
S ORCHARD ST RD 1200 BLK, HAST
Acreage (Assessor): 7.400
Acreage (GIS): 7.51

E ENTERPRISE DR

BALSAM DR

INTERGREEN DR

TAR SCHOOL RD



Regular Council Agenda Item Memorandum

To: City Council

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

Subject: Approve Additional Engineering Cost to Green Street

Meeting Date: January 22, 2024

Recommended Action:

Motion to approve an increase in engineering fees associated with Green Street and Market Street improvements for work to be performed by Moore & Bruggink in the amount of \$18,300.

Background Information:

The Planning Commission held a workshop on December 4, 2023 to hear a presentation from an industry expert on pedestrian friendly infrastructure (Complete Streets). From that presentation, recommendations for a roundabout at the entrance of Fish Hatchery Park and crosswalk islands at various locations throughout the city were provided. Based on those recommendations, the city would like to add preliminary engineering for the following:

- A mini-roundabout at the Fish Hatchery Park entrance or Ironside Drive (just west of Fish Hatchery Park on Green Street) to help mitigate traffic issues.
- A mini-roundabout at Market Street and Green Street intersection.
- Addition of a new crosswalk island to an existing crosswalk at Pennock Hospital connecting to the south parking lots.
- Addition of a new crosswalk island to the west of the above mentioned crosswalk where a future walking/non-motorized trail is anticipated to be located along the McNair Street right-of-way.

For these improvements to be considered, there will need to be additional engineering to evaluate alignment and profile of the noted design elements along with some additional survey from the west end of the project and Ironside Drive intersection.

Financial Implications:

As part of the original proposal approved by City Council on November 27, 2023, the permitting, design, and bid package preparation fees totaled \$112,042. The increase in fees



Regular Council Agenda Item Memorandum

includes preliminary engineering of two roundabouts and two island crosswalks (\$9,300) and additional specifications and detailed design to be included in the bid package for the project (\$9,000) for a total increase of \$18,300. The city's Streets Fund or General Fund will have to cover this additional expense. Additional information from Moore & Bruggink will be provided at the time of the meeting.



HASTINGS PUBLIC LIBRARY

Explore • Imagine • Grow

Library Director's Report for the January 8, 2024 Board Meeting

December was a good month with a lot getting accomplished.

I'll start with an update on the window project. The work progressed and we're seeing light at the end of the tunnel. All the window sections in the main part of the building have been installed and most of the pressure plates have been attached in preparation for the trim. Two windows were broken when they arrived at the Library. The replacements have been ordered, so work on the trim can't be completed until those windows have been replaced.

This is a list of the areas where windows still have to be installed as of the time I wrote this:

- North and south entrances
- Michigan room
- Children's picture book area
- Windows In the stairwells.

They will begin work on the Michigan room and Children's area the week of Jan. 8th. Due to the way these windows were installed they all have to be removed before any of the new ones can be put in. It will take a lot of work using their outdoor lifts, so BCG has asked us to close the parking lot for safety reasons during this part of the construction. They believe it will take about a week to finish these areas and then they'll move on to the north entrance. The parking lot will continue to be closed. I anticipate the parking lot being closed for two weeks. The north entrance will be unusable during this time.

BCG estimates it will take until the end of January to get the remaining windows installed, with an additional week or two to finish the trim. I'm hoping the weather holds until their done.

The painters continue to do a good, efficient job. They have completed about 80% of the building, including most of the main room. They are following closely behind as the windows are installed.

DHE Plumbing & Mechanical installed the two new Roof Top Units (RTUs) on Dec. 21. As I told you in my email, they asked us to close the parking lot for safety reasons while the crane removed the old units and put the new ones on the roof. There were many workmen in the building that day, including the crew from our DHE, electricians and techs from the controls company. They worked for several days getting everything connected to our system and the controls updated. Unfortunately, one of the electronic boards in RTU 1 didn't work correctly and had to be replaced. The new board was installed on Jan. 5th.

Also, on Jan. 5th the technician came to finish the work on the humidifier. Unfortunately, he realized the plumbing to it had been done incorrectly. DHE will fix it on Jan. 8th.

During the replacement of the electronic board, Kyle Badge, the main controls guy, found the blower units that drive the air into the two rotundas weren't working. The fans on the units weren't running. He did some investigating and found the signals to run the blowers were being sent, but either the blower motors are out or the boards that run them are. DHE will come in to figure it out and get them repaired.

All in all, the whole project is going well. If you haven't had a chance to see the new windows please take some time before or after our meeting. They look amazing. I suggest you stand by the circulation desk, so you can compare the new windows to the old ones over the south entrance. Every time I do that I realize how bad the old windows were and how much they needed to be replaced.

The Library's participation with the Jingle & Mingle event went well and was a lot of fun. We hosted Art @ the Library the evening of Friday, December 1st. See David's report for more details. On Saturday Cookies with Santa and Face Painting took place in the community room and Michigan room respectively. Just over 600 people visited the Library to take advantage of these two activities.

In the middle of the month the fire pull in the south entrance started going off spontaneously. Our security company informed the fire department and the Fire Chief responded. With his help we turned the alarm off and re-set it. It happened on a Monday. Unfortunately, the next day the same thing happened and the fire department came again. I called our alarm company, but they said to call the fire sprinkler company. Before I called, it went off again before we opened on Thursday. The Fire Chief one more time and said we needed to get this taken care of or he would have to write a citation for false alarms. After more phone calls the alarm company came and fix the problem. Apparently, some connections had gotten very dirty and causing it to trigger.

Along with fire alarm issues we've also had a rash of broken toilets. I had to call the plumber five times over the course of the month. The toilets were all installed at the same time, so it's possible their parts are wearing out at the same time. I hope I'm wrong and the rest of them will be fine for a long time.

As you know, Paige is leaving the Library to open a book store where Second Hand Corners use to be. Her last official day will be January 12. Paige has been a wonderful asset to the Library, has touched the lives of many families in our community and will be sorely missed. We wish her great success as a business owner.

Paige's replacement as youth librarian is Erin Quada. Erin began work with us on January 2nd and is doing well learning our routines and adapting to a new library environment. She has been training with David and Paige. Paige has been filling Erin in on all the programs and activities she has been providing. Erin already has some ideas for programs she would like to hold, as well as keeping up many of the programs Paige has been doing.

There are two organizations Paige partners with regularly, Pierce Cedar Creek Institute and the Great Start Collaborative. She will be introducing Erin to the women she works with to help facilitate a smooth transition and to continue the partnerships.



Assistant Director, David Edelman's report:

December is always a busy month as you're no doubt seeing from everyone else's reports. For me, a lot of time was spent working with Peggy and Jeff managing the window project. There were weekly updates on the web and via email and coordinating prep and cleanup were the main focuses. Aside from windows, many other projects and events happened. Here are a few highlights:

- Art @ the Library: The annual craft show was Friday December 2. Rainy weather seemed to keep some people away as the estimated attendance was about 400. Most of the vendors seemed happy though, and we had a record number of them at 41.
- Affordable Connectivity Program: The ACP workshops wrapped up with disappointing numbers for 4 total workshops, but we did help 7 people between October and December trying to sign up for reduced cost internet. The unspent grant money will go towards 2024 Digital Literacy programs & promotion.
- Volunteer Christmas Party: Fewer attended than usual on 12/8, but about 25 people enjoyed food provided by the staff and a few won raffle prizes.
- Weeding: Tess and Paige have weeded a lot of old books from the collection. I then sent a list of them to our main supplier, Baker & Taylor. They are accepting back over 200 books as part of a buyback program we participate in which should yield a few hundred dollars in credit for new book purchases.

Circulation Supervisor, Tess Allering's report:

I attended and assisted with the Art @ the Library event on December 1st. I will be taking over the event this year, and plan to connect with David soon to discuss more details on planning the event. I am excited to take the lead on it this coming December, and hope to have a good turnout!

A patron lent the library a portion of her collection of postcards that she has received through participating in PostCrossing. Her postcards were displayed in the glass display cases for the month of December, and garnered a lot of interest from patrons.

PostCrossing is a postcard exchange with participants from around the world, and there were multiple postcards from other countries included in the display. The patron kindly provided the library with starter kits for any other patrons who wanted to get involved in the activity.

After meticulous planning, I started my weeding project in the health section of our nonfiction collection. I pulled multiple outdated books that either had not circulated in the past three years, or contained outdated information. Each shelf of the health section now has room to have one or two books front-facing, to further entice patrons to check them out. Research has shown that having books front-facing on the shelves increases their circulation. I am hoping that this attractive way of displaying the books will encourage patrons to look at them further. This also gave Peggy and me the opportunity to identify gaps in the collection where we needed updated information, such as books on pregnancy. I am excited to continue this project and make the collection more visually appealing and user-friendly to our patrons!

Marketing & Adult Services, Barbara Haywood's report:

Marketing

- Worked on a template for quarterly and monthly calendars for the City.
- Worked on putting together our Winter Reading Challenge, which starts in January.
- Prepared for the Calvin University January Speaker Series to be ready for it to be live stream in the community room starting January 15.
- Spent time preparing for upcoming spring events and creating marketing materials for them.

Events:

- Arm Chair Travel had fifteen attendees who enjoyed a rollicking good time listening to Del & Gayle Bachart share about their travels to Columbia chasing "once in a lifetime" bird sightings (and photos). Their adventure, without knowing the language and making friends after they landed in Columbia is very inspiring to stretching our travel boundaries.
- Joined a community committee, "Lift Every Voice," planning a February series about diversity & inclusion in Barry County. These events will be during Black History Month and will include many different diverse ethnic family histories.
- GotSneakers Donation Box has been placed in the library through our involvement with the Earth Day 2024 committee. A GotSneakers article was in the Reminder on Dec. 30 and by Jan 2, the Library box was full within two days with thirty pairs of sneakers to recycle. Shoes continue to be donated.

Youth Services Librarian, Paige Brandli's reports:

December has been a quiet month in the youth services department. I've spent a great deal of time wrapping up programs, finishing projects, and preparing things for Erin's start. I hosted my last storytimes at the library the past few weeks and had many 'see you later's' with families.

All the books for the young authors program are complete. We purchased a single copy of each title for approval. Once we get the hard copies approved we will order extra copies for the authors. We're working with families to order additional prints for personal use. There is a launch party scheduled for Tuesday March 19th. The participants and I will present the program and their books to the Hastings Rotary Club on Monday March 18th. The Rotary Club donated \$300 to cover the cost of printing. This program took a great deal of time and effort, but it has been a very rewarding experience for me, our volunteers, the participants, and their families. I highly recommend looking through the books when they're added to our collection.



Young authors and their book covers.

Once again, I worked with members of the Great Start Ready Readers Committee to create and distribute Winter Break Activity Bags. There were bags available for kids 0-5th grade. Sara Syswerda at Pierce Cedar Creek Institute lead the project and most importantly did her best to keep us supplied! Bags were distributed at the Institute, HPL, Delton District Library and Dowling District Library.

Currently, our 2nd annual Tiny Art project is in progress. All twenty-four canvases went out in ONE DAY! They're slowly starting to trickle in with a final due date of January 8th. This program was open to all ages. The artwork will be on display throughout the month of January.



Hastings City Police

201 E. State St.
Hastings, MI 49058
(269) 948-4800 Dispatch
(269) 945-5744 Office
(269) 945-4358 Fax



12.B

Dale Boulter
Chief of Police

Julissa Kelly
Deputy Chief

Hastings Police Department Council report for month of December 2023

STAFFING

Staffing levels fell by one since my last report, with Ofc. John Wass resigning his position with HPD.

Ofc. Bailey has entered her third week of the field training program and progressing well as anticipated. Ofc. Bailey remains with Field Training Officer (FTO) Sgt. Rangel and will transition to FTO Sgt. Pickett upon completion of Step one training.

STATS

The past month officers responded to **458** calls for service, with a total of 28 arrests, 17 traffic accidents one being a fatal, 5 non-traffic accidents. Officers issued a total of 35 citations, 16 being moving violations, 19 being Non-moving violations. Officers conducted a total of 155 traffic contacts for the month of November. 87 parking citations were issued in the month of December.

RESERVE OFFICERS

The Reserve Department contributed 45.5 hours for the month of December.

TRAINING

Law Enforcement Information Network (LEIN) training.

-Greydanus Legal Update

-ADFS Case Law:

Tenn v. Garner

Terry v. Ohio

Graham v. Connor

-Police One: Bloodborne Pathogens

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

Reminder to all, 2:00 AM – 6:00 AM parking enforcement is in effect. Please contact the police department if you have any questions regarding information or a parking citation.

Report System Outage

The police department experienced an outage of our report management system in the month of December. This is an external/cloud-based system we contract with for the management of all police reports. The company we contract with experienced a cyber-attack that caused the need to shut down their entire operating system. We were not able to access or use our report system for approximately six days. During this time, we put a procedure in place for officers to still generate reports and submit to the prosecutor's office. I have been assured by the company none of our data was compromised, nor any of the city's hardware/software affected. The system came back online without any loss of information.

CAR 43 Update

We took delivery of a new 2023 Ford SUV Police Interceptor to replace the vehicle involved in the recent accident. The new vehicle was delivered to our upfitters and is currently being put together with the equipment removed from the decommissioned vehicle. I anticipate the new vehicle to be on the road prior to my next report.

Code Compliance report

Code enforcement took a total of 37 complaints for the month of December.

Report attached

Respectfully submitted,

Dale Boulter

Chief of Police

HASTINGS CITY COUNCIL MONTHLY REPORT MONTH OF December 2023

From Hastings Police Department

Chief Dale Boulter

Total Complaints: 458

Total Arrests: 28

Adults: 11 A&B-2, DWLS-2, OWI Drugs-1, R&O Police-2, OWI Alc. -1, Pos of Meth-1, Illegal use of Drugs-1, Child Abuse 3rd-1.

Juveniles: 0

Arrests Warrants for other Departments: 17 Obstruction of justice-17.

Traffic Summary:

Traffic Accidents: 17

Property Damage: 9 Injuries: 7 Fatal: 1 Non-Traffic: 5

Tickets Issued: 35

Moving Violations Issued: 16

Non-Moving Violations: 19

POLICE VEHICLES

TOTAL MILES: **9,032**

TOTAL GALLONS OF FUEL USED: **604.8**

<u>VEHICLE</u>	<u>MILAGE</u>	<u>VEHICLE</u>	<u>MILAGE</u>
41/2020 FORD	45,784	45/2022 FORD	2,094
42/2021 FORD	40,455	46/2015 FORD	54,470
43/2020 FORD	47,915	47/2023 FORD	8,510
44/2018 FORD	39,457	48/2016 FORD	92,386
		49/2010 DODGE	63,659

ADDITIONAL INFORMATION:

The Hastings Police Reserve officers worked a total of **45.5** hours for the month.

<u>CLASSIFICATION</u>	<u>CURRENT MONTH</u>	<u>PREVIOUS YEAR</u>	<u>YTD CURRENT</u>	<u>YTD PREVIOUS</u>	<u>YTD COMPARED</u>
<u>FATAL ACCIDENTS</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>+1</u>
<u>INJURY ACCIDENTS</u>	<u>7</u>	<u>1</u>	<u>42</u>	<u>28</u>	<u>+14</u>
<u>P.D. ACCIDENTS</u>	<u>9</u>	<u>17</u>	<u>114</u>	<u>110</u>	<u>+4</u>
<u>NON-TRAFFIC</u>	<u>5</u>	<u>1</u>	<u>61</u>	<u>52</u>	<u>+9</u>
<u>SPEEDING</u>	<u>2</u>	<u>0</u>	<u>12</u>	<u>12</u>	<u>0</u>
<u>OTHER HAZARDOUS</u>	<u>14</u>	<u>7</u>	<u>145</u>	<u>64</u>	<u>+81</u>
<u>NON-HAZARDOUS</u>	<u>19</u>	<u>9</u>	<u>290</u>	<u>107</u>	<u>+183</u>
<u>PARKING</u>	<u>87</u>	<u>47</u>	<u>558</u>	<u>405</u>	<u>+153</u>
<u>TOTAL</u>	<u>144</u>	<u>82</u>	<u>927</u>	<u>784</u>	<u>+143</u>

City of Hastings
Code Compliance Officer
December 2023 Activity
Report



QUANTITY	COMPLAINT
0	Animal related (90-835)
0	Grass and weeds more than 8" tall (38-105)
0	Compostable yard debris and refuse in right-of-way, snow piles (74-39, 74-71, 74-72)
6	Garbage Code Violations (66-88/89/90/93/94)
10	Vehicles parked on unapproved surfaces – residential zones (90-929)
20	Unlicensed/Inoperable vehicles, parts, or tire storage (38-76, 77, 78)
12	Refuse and debris in unscreened area of yard (90-881, 90-882)
2	Rental Unit complaints
11	Signage issues/ Signs in Right-Of-Way
0	Sign Permits Issued
0	Fencing Issues
0	Fence Permits Issued
8	Structure & Building Maintenance Issues
1	Recreational Vehicle Issues
1	Abandoned refrigerator w/door attached (54-61)
5	Sidewalk parking/right-of-way obstructions (74-71)
12	Miscellaneous Issues & Complaints
88	Total Violations/Complaints Handled
13	Letters sent
3	Citations issued
92	Follow Ups
NOTES:	Miscellaneous Issues/ Complaints details



2023 Annual Report

The Hastings Police Department

By Chief Dale Boulter

Hastings City Police

201 E. State St.
Hastings, MI 49058
(269) 948-4800 Dispatch
(269) 945-5744 Office
(269) 945-4358 Fax



Dale Boulter
Chief of Police



Julissa Kelly
Deputy Chief

Date: Monday, January 22nd, 2024

To: The City Manager, Honorable Mayor, Distinguished Council Members, and Citizens of the City of Hastings

From: Chief Dale Boulter

Reference: The HPD 2023 Annual Report

On behalf of the officers and staff of the Hastings Police Department we share this annual report. We saw some relief with staffing levels in 2023 with the addition two new officers. We experienced some of the worst staffing shortages HPD has ever seen at the end of 2021-2022. We have successfully sponsored three officers and found great rewards with the process. The addition of two officers at the end of 2023 has given us a good position to continue building on in 2024.

The overall complaints we responded to in 2023 were up from last year, but numbers alone do not constitute the atmosphere of a community. I have seen many things happening in and around our city with growth. Growth brings with it, people, and events. It is great to see our city answering the needs of our community with housing and business opportunities. The police department is always aware and monitoring the changes taking place to change our plan if necessary. HPD supports the growth and anticipates a higher volume of calls as people move in to and visit the city.

Our plans for the police department in 2024 continue along the same path as last year. The word Technology continues to change year to year. Utilizing what we currently have available and taking advantage of other opportunities will be a large part of the tasks this year. We must continue to fill spots, such as our detectives' position, but being able to shift focus to other projects is closer than it was last year.

If you should have any questions with the information provided in the following report, feel free to reach out to me.

As always, we look forward to another year serving the citizens and visitors of our community with professionalism and pride.

Respectfully,

Chief Dale Boulter

Current Staffing:

Chief Dale Boulter (2006)

Deputy Chief Julissa Kelly (2018)

School Resource Officer Josh Sensiba (1998)

Day shift Sergeant Nate Pickett (2018)

Night shift Sergeant Leonel Rangel (2019)

Officer Brett Holmes (2022)

Officer Gaylord Brown (2022)

Officer Alexandra Wesseling (2022)

Officer Andrew Babcock (2022)

Officer Lexi Meher (2022)

Officer Thomas Steensma (2023)

Officer Kiersten Bailey (2023)

Current Reserve Officers:

Steve Bare

Kyle Herring

Jason Bailey

Steve Wales

Chuck Tefft

Kurt Worm

Mitch Tolan

Office Staff:

Anne Lockman

Kristina Slagel

Officer Josh Sensiba celebrated 25 years of service in February 2023.



Sergeant Nate Pickett also celebrated 5 years of service in February 2023.

Deputy Chief Julissa Kelly celebrated 5 years of service in October 2023.



Code Compliance:

Frank Jesensek reached 5 years of service
in October 2023.



Parking Enforcement:

Ken Ervin retired after twelve years of service
to the Hastings Police Department as our
parking authority.

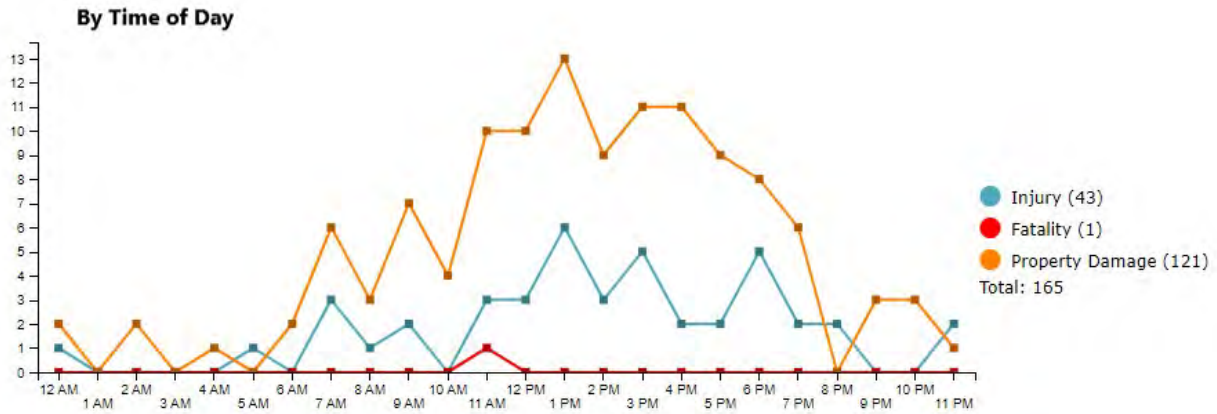


TRAFFIC ACCIDENTS:

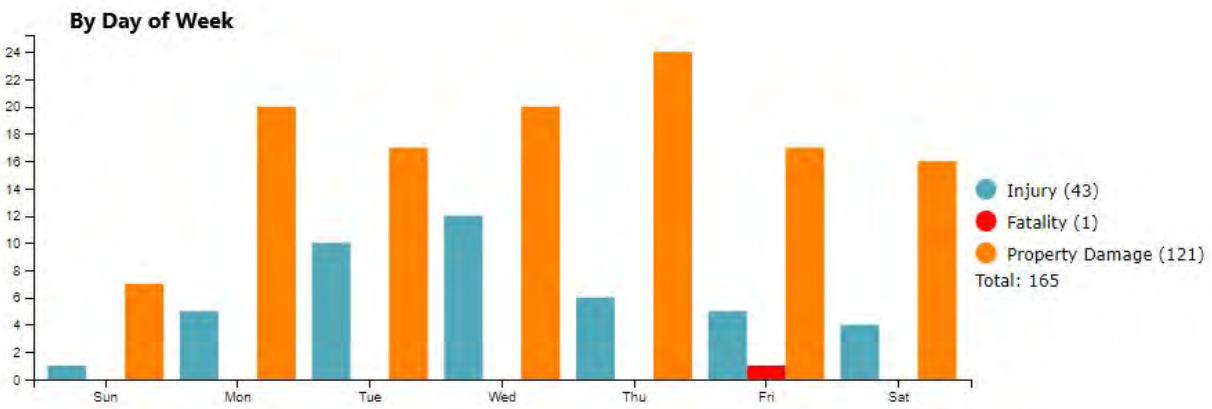
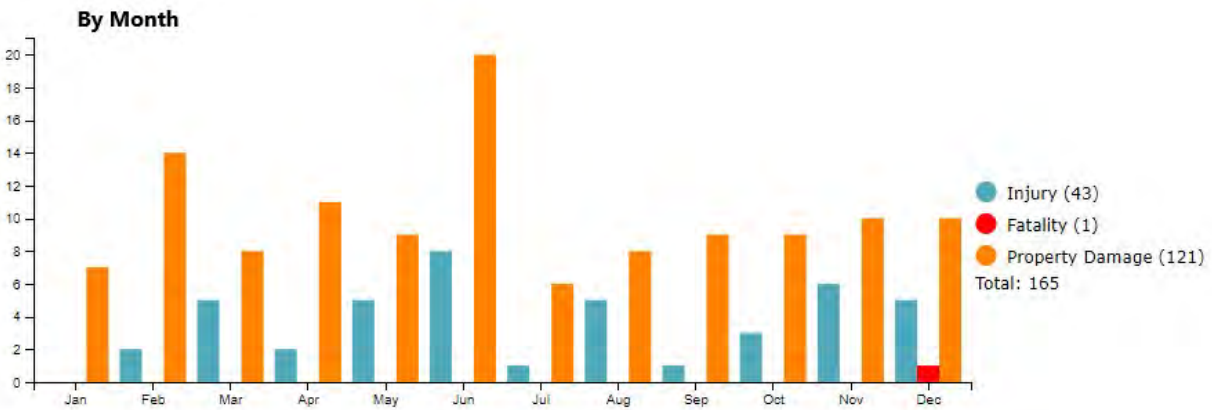
The Hastings Police Department responded to 165 total crashes during the year. This is slightly up from the previous number of 148 total accidents in 2022. The department responded to one traffic crash fatality in the month of December. The number of fatal accidents this year in comparison to one fatal accident in 2022 remained unchanged. Overall, we experienced a slight increase in the amount of traffic crashes, with hopes to see less next year.

I have provided a series of charts to help better illustrate the crashes occurring in the city. These charts are specific to the traffic crashes officers responded to inside the Hastings City Limits. The charts all represent the traffic crash data for 2023 for the City of Hastings.





*Results exclude any crash reports requiring manual indexing



POLICE FLEET:

Total miles traveled in 2023: 85,535

Total gallons of fuel: 6,707.6

VEHICLES:

Car 41/2020 Ford SUV_____45,784 miles

Car 42/2020 Ford SUV_____40,455 miles

Car 43/2020 Ford SUV_____47,915 miles (totaled by insurance company)

Car 44/2018 Ford Sedan_____39,457 miles

Car 45/2015 Ford Escape_____2,094 miles

Car 46/2022 Ford Sedan_____54,470 miles

Car 47/2020 Ford SUV_____8,510 miles

Car 48/2017 Ford SUV_____92,386 miles (Code Compliance Vehicle)



TOTAL COMPLAINTS FOR 2023:

HPD responded to 6,158 calls for service during 2023, an increase of 784 complaints over 2022. The officers continue to handle calls and triage them as necessary from emergency to non-emergency.

Officers handle each call assigned to them as time becomes available. One of the many jobs the officers have, is to respond to and investigate calls as they are presented. Officers must produce a police report to document the incident and if the situation requires, submit to the Barry County Prosecutors Office for review.

Officers and staff spend several hours preparing reports for documentation and submission. The officers job continues even after they have left the scene and or ended the call.

Below is a list of complaints taken along with the classifications from 2022 in comparison of 2021

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer	
01000	99011	ALL	
DECEMBER 2023	DECEMBER 2022	YTD 2023	YTD 2022
12/01/2023-12/31/2023	12/01/2022-12/31/2022	01/01/2023-12/31/2023	01/01/2022-12/31/2022

Offense	Description	DECEMBE 2023	DECEMBE 2022	YTD 2023	YTD 2022
10001	KIDNAPPING/ABDUCTION	0	0	0	1
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	1	3	4
11002	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	2	2
11003	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0	1
11004	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0	2
11007	SEXUAL CONTACT FORCIBLE CSC2	1	0	7	3
11008	SEXUAL CONTACT FORCIBLE CSC4	0	1	7	10
13001	NONAGGRAVATED ASSAULT	8	5	131	96
13002	AGGRAVATED/FELONIOUS ASSAULT	1	2	16	14
13003	INTIMIDATION/STALKING	3	1	13	11
20000	ARSON	0	0	1	2
21000	EXTORTION	0	0	6	1
22001	BURGLARY - FORCED ENTRY	0	1	8	9
22002	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	4	5
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	2	0	7	1
23002	LARCENY - PURSE SNATCHING	0	0	1	0
23003	LARCENY - THEFT FROM BUILDING	2	3	19	13
23005	LARCENY - THEFT FROM MOTOR VEHICLE	1	1	33	8
23006	LARCENY - THEFT OF M. VEHICLE PARTS	0	4	4	6
23007	LARCENY - OTHER	4	1	33	32
24001	MOTOR VEHICLE THEFT	0	1	8	14
24002	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	3	0
25000	FORGERY/COUNTERFEITING	0	0	7	11
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	7	6
26002	FRAUD - CREDIT CARD/ATM	0	1	7	5
26003	FRAUD - IMPERSONATION	0	0	2	4
26005	FRAUD - WIRE	2	0	5	0
26006	FRAUD - BAD CHECKS	0	0	2	2
26007	FRAUD - IDENTITY THEFT	0	0	2	4
26008	FRAUD - HACKING/COMPUTER INVASION	0	0	2	1
27000	EMBEZZLEMENT	0	0	4	4
28000	STOLEN PROPERTY	0	0	3	0
29000	DAMAGE TO PROPERTY	6	1	66	36
30002	RETAIL FRAUD - THEFT	0	2	38	19
35001	VIOLATION OF CONTROLLED SUBSTANCE	8	6	81	35
35002	NARCOTIC EQUIPMENT VIOLATIONS	1	0	8	5
36002	SEXUAL PENETR'N NONFORCIBLE OTHER	1	0	1	0
36004	SEX OFFENSE - OTHER	0	2	7	9
37000	OBSCENITY	2	0	7	2
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	3	0	9	8
38003	FAMILY - OTHER	0	0	3	0
40001	COMMERCIALIZED SEX - PROSTITUTION	0	0	1	0
41001	LIQUOR LICENSE - ESTABLISHMENT	0	0	0	1
41002	LIQUOR VIOLATIONS - OTHER	0	1	2	4
42000	DRUNKENNESS	0	0	1	0
48000	OBSTRUCTING POLICE	3	4	31	19

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer	
01000	99011	ALL	
DECEMBER 2023	DECEMBER 2022	YTD 2023	YTD 2022
12/01/2023-12/31/2023	12/01/2022-12/31/2022	01/01/2023-12/31/2023	01/01/2022-12/31/2022

Offense	Description	DECEMBE 2023	DECEMBE 2022	YTD 2023	YTD 2022
49000	ESCAPE/FLIGHT	0	0	1	0
50000	OBSTRUCTING JUSTICE	19	4	183	99
52001	WEAPONS OFFENSE - CONCEALED	2	0	11	1
52003	WEAPONS OFFENSE - OTHER	1	0	12	2
53001	DISORDERLY CONDUCT	0	0	19	13
53002	PUBLIC PEACE - OTHER	0	0	11	7
54001	HIT & RUN MOTOR VEHICLE ACCIDENT	2	1	17	13
54002	OUIL OR OUID	2	2	43	27
54003	DRIVING LAW VIOLATIONS	11	4	101	38
55000	HEALTH AND SAFETY	11	5	86	41
57001	TRESPASS	0	1	11	12
57002	INVASION OF PRIVACY - OTHER	0	0	3	0
58000	SMUGGLING	0	0	0	1
70000	JUVENILE RUNAWAY	0	1	21	7
70001	INCORRIGIBLE	0	0	4	0
70003	JUVENILE TRUANCY	0	0	0	4
70004	JUVENILE ISSUES	5	3	54	27
72000	ANIMAL CRUELTY	0	0	1	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	0	6	3
80000	NO OFFENSE COMMITTED	0	0	1	4
88000	Duplicate Charge	0	0	8	7
93001	PROPERTY DAMAGE ACCIDENT/PI	21	18	167	161
93002	ACCIDENT NON-TRAFFIC	5	2	58	59
93003	ACCIDENT-FATAL	1	0	1	1
93004	PARKING VIOLATION	0	0	12	10
93005	ABANDONED VEHICLES	4	0	62	18
93006	IMPOUNDED VEHICLES	2	2	17	8
94001	VALID ALARMS	0	1	1	2
94002	FALSE ALARMS	9	20	181	187
94003	CODE VIOLATIONS	37	1	333	2
95001	SEX OFFENDER REGISTRATION OR ADDRESS VERIFICATION	11	10	132	140
95002	SEX OFFENDER ADDRESS VERIFICATION	0	0	35	23
97006	ACCIDENT OTHER	1	1	2	2
97007	INOPERABLE/DISMANTLED/NON-LICENSED (JUNK VEHICLE)	0	0	0	2
97008	NOISE ORDINANCE VIOLATIONS	0	0	40	84
97009	BARKING DOG	1	0	18	18
98003	PROPERTY INCLUDES PAROL INSPECTIONS	0	0	2	11
98004	OTHER INSPECTIONS	8	8	96	130
98006	CIVIL MATTER DISPUTE-FAMILY TROUBLE	35	35	452	560
98007	SUSPICIOUS SITUATIONS	88	100	1167	1463
98008	LOST AND FOUND	3	9	106	105
98009	DRUG OVERDOSE	0	0	0	2
99000	ACCIDENT DEATH (NOT VEHICLE)	0	0	2	2
99001	SUICIDE-INCLUDES ATTEMPTS	2	2	44	58
99002	NATURAL DEATH	1	2	15	14

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer	
01000	99011	ALL	
DECEMBER 2023	DECEMBER 2022	YTD 2023	YTD 2022
12/01/2023-12/31/2023	12/01/2022-12/31/2022	01/01/2023-12/31/2023	01/01/2022-12/31/2022

Offense	Description	DECEMBE 2023	DECEMBE 2022	YTD 2023	YTD 2022
99003	MISSING PERSON-ADULT ONLY	0	1	4	4
99005	PURCHASE PERMIT	2	0	3	0
99006	GUN REGISTRATION	19	7	136	118
99007	PUBLIC RELATIONS ACTIVITIES	0	0	1	0
99008	ASSIST OTHER AGENCIES	4	13	109	180
99009	GENERAL NON-CRIMINAL	163	79	2301	1406
99011	MULTIPLE ARRESTS	0	0	1	10
Totals:		518	370	6693	5496

	2023	2022	2021	2020	2019
Complaints	6,158	5,374	5,575	5,680	6,559
Miles Patrolled	87,629	67,656	79,363	56,598	82,017
Total Arrests	355	263	326	365	640
Traffic Citations	455	203	447	354	430
Traffic Accidents	169	148	169	132	156
Violent Crimes	23	28	23	23	25
Reserve Hours	634.5	725.5	784.5	492	1,258.7

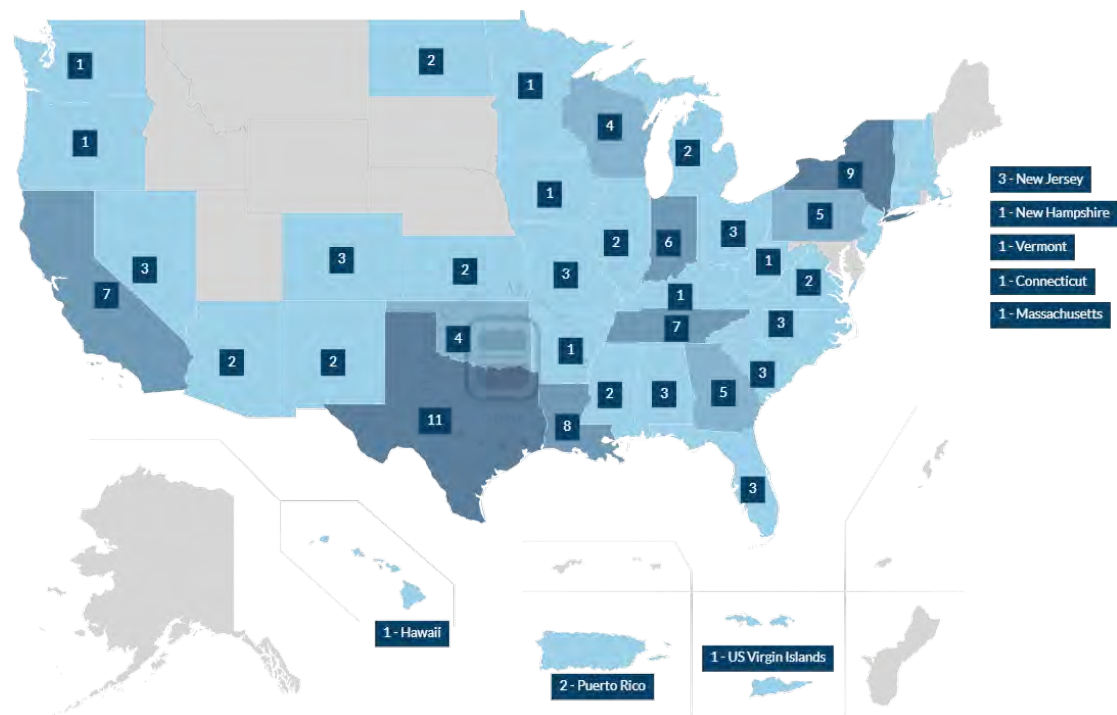
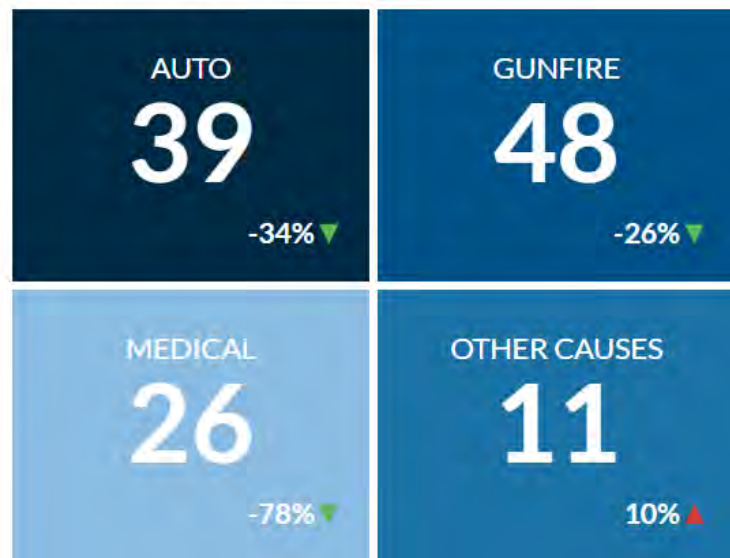
LINE OF DUTY DEATHS 2023:

In 2023, 124 officers died in the line of duty across the nation. Each year we see this number increase and decrease for various reasons. Below I have attached deaths associated with cause. The State of Michigan experienced the loss of two officers during the 2023 year.

LODDs at a Glance



Leading Causes of Death



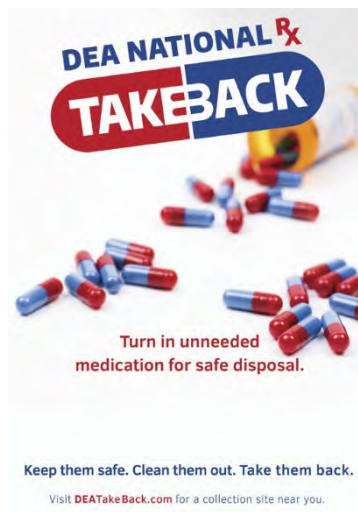
EVENTS:

Each year the Hastings Police Department in cooperation with the Barry County Substance Abuse Task Force participate in four drug take back events. This past year we participated in both the National DEA Drug Take back days, and both Barry County Drug and Hazardous Waste take back days.

The National Drug Take Back Days were as follows:

April 22nd, 2023

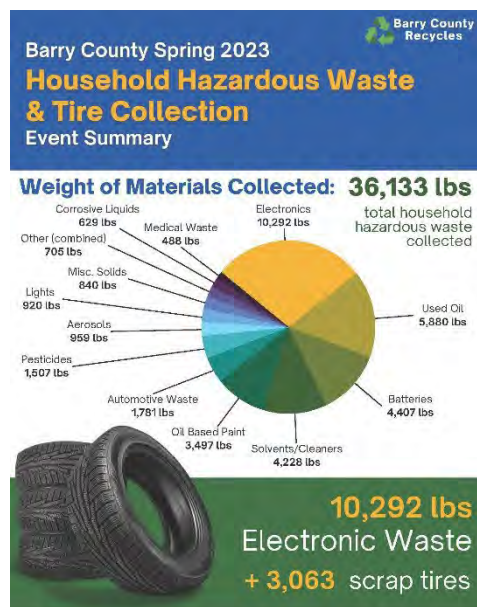
October 28th, 2023



Barry County Hazardous Waste and Drug Collection days were as follows:

June 3rd, 2023

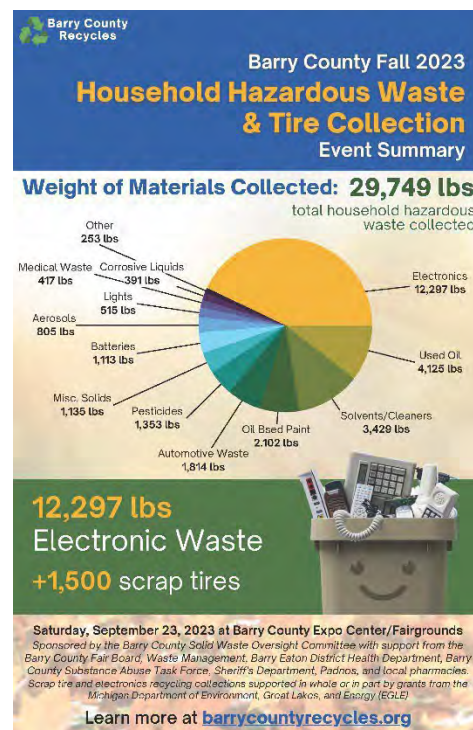
September 23rd, 2023



Saturday, June 3, 2023 at Barry County Expo Center/Fairgrounds
Sponsored by the Barry County Solid Waste Oversight Committee with support from the Barry County Fair Board, Waste Management, Barry Eaton District Health Department, Barry County Substance Abuse Task Force, Sheriff's Department, Padnos, and local pharmacies. Scrap tire and electronics recycling collections supported in whole or in part by grants from the Michigan Department of Environment, Great Lakes, and Energy (EGLE)

Learn more at barrycountyrecycles.org

A total of 2,265 lbs. of medication was turned over to the DEA for destruction, therefore keeping it off the streets and out of our water supply.



Saturday, September 23, 2023 at Barry County Expo Center/Fairgrounds
Sponsored by the Barry County Solid Waste Oversight Committee with support from the Barry County Fair Board, Waste Management, Barry Eaton District Health Department, Barry County Substance Abuse Task Force, Sheriff's Department, Padnos, and local pharmacies. Scrap tire and electronics recycling collections supported in whole or in part by grants from the Michigan Department of Environment, Great Lakes, and Energy (EGLE)

Learn more at barrycountyrecycles.org

YANKEE SPRINGS COMMUNITY FUNFEST

The Hastings Police Department attended the Yankee Springs Funfest event this year. During this event we handed out HPD swag and gave tours of our patrol car. Officers and their families helped man our table and created great memories. We found this event to be another great way to show off our professionalism and teamwork with other municipalities. Yankee Springs Fire Department has always been generous to HPD during our sponsored events and it was fun to participate with them. I also found some opportunity to spread the word about our awesome PD and how to join.



HALLOWEEN ON GREEN ST

The Hastings Police Department along with the Department of Public Service (DPS) and the Hastings Fire Department once again made Halloween night a safe event. Green St. was closed off with barricades and vehicles for the road to be used as safe passage while trick or treaters roamed from house to house.

During the night a fire pit was utilized and again seemed to be a great picture taking spot. The cooperation and teamwork with the Fire Department and DPS was a key for this night's events. The Officers of the Hastings Police Department enjoy this time of year and love to see all the children in their costumes. This year the HPD utilized funds donated to the PD for the community to give out loads of candy along with dozens of Cotant's doughnut holes

This was just one more event we were able to facilitate for the citizens and visitors to Hastings.

Thank you to all who help provide this event, including all households who participate in the night's events.



SHOP WITH A COP

Hastings Police Officers participated in the Shop with a Cop event. This event is always extremely fulfilling as it is an opportunity for the kids to get to know the law enforcement personnel of Hastings PD and to shop for Christmas presents, either for themselves or for others. Officers and kids enjoyed a pizza party at the Tyden Center before riding the Holly Trolley to Walmart. The event is facilitated by the Barry County Sheriff's Department for all other departments to join in.



STUDENT VISITS

St. Rose Elementary School students made their annual field trip to the PD. Each student made cards for the officers with awesome drawings and messages of gratitude.



School Resource Officer Position:

This past year Hastings PD along Hastings Schools explored, researched, and came to an agreement for HPD to name a school resource officer. Officer Josh Sensiba was on track to retire from HPD after 25 years of service. The School officials, Myself, Chris Bever and the City manager were able to draft an agreement placing an officer in this position. Ofc. Sensiba was approached with this opportunity and graciously accepted. Ofc. Sensiba started at the school in August and quickly became an asset to both HPD and Hastings Schools. It has been a very long time since HPD had a full-time dedicated resource officer for the school. The benefits have already shown positive with him being assigned to the school. He is responsible for the safety and security of students and staff, along with handling any complaints being received from them. The relationships Ofc. Sensiba has formed and continues to form will benefit our city and PD for years to come. I would like to thank everyone involved in the implementation of this position and their thought process of thinking outside of the historical norm. The plan is to maintain this position into the future, continuously working with the Hastings School System and the students they provide an education too.

CODE COMPLIANCE:

The Code Compliance section of the city is placed under the supervision of the police department. Frank kept busy throughout the year and continues into this year with the same.

Frank handles calls made to the city regarding code violations and observes and educates those with code violations he sees. The job of Code Compliance is a daunting task, and the job requires hours of follow-up along with problem solving.

Part of the goal with Code Compliance is to make sure citizens have the information they need to be in compliance with the ordinance. One thing we like to make sure of is we have solutions to offer to those in need. This may not always be possible, but we attempt to work with the citizens in order for them to succeed.

Frank handled 333 code compliance issues for 2023. This does not include the multitudes of phone calls and follow-up contacts made by Frank. The goal of our code compliance department is to establish communication and provide guidance regarding ordinances adopted by the city.

Below is the attached annual summary of complaints handled by the Code Officer:

City of Hastings
Code Compliance Officer
2023 Annual Report



QUANTITY	COMPLAINT
28	Animal related (90-835)
89	Grass and weeds more than 8" tall (38-105)
148	Compostable yard debris and refuse in right-of-way, snow piles (74-39, 74-71, 74-72)
89	Garbage Code Violations (66-88/89/90/93/94)
141	Vehicles parked on unapproved surfaces – residential zones (90-929)
123	Unlicensed/Inoperable vehicles, parts, or tire storage (38-76, 77, 78)
203	Refuse and debris in unscreened area of yard (90-881, 90-882)
18	Rental Unit complaints
177	Signage issues/ Signs in Right-Of-Way
6	Sign Permits Issued
14	Fencing Issues
28	Fence Permits Issued
66	Structure & Building Maintenance Issues
10	Recreational Vehicle Issues
5	Abandoned refrigerator w/door attached (54-61)
75	Sidewalk parking/right-of-way obstructions (74-71)
161	Miscellaneous Issues & Complaints
1,381	Total Violations/Complaints Handled
396	Letters sent
26	Citations issued
1,483	Follow Ups
NOTES:	Miscellaneous Issues/ Complaints details

RESERVE OFFICERS:

The Hastings Police Reserve Department is a very important division of the PD. The Reserve Officers contributed 634.5 hours of voluntary hours to the department and the City of Hastings. The Reserve Department continues to support the police department with events and as a second officer in a car on patrol. Thank you to all of the members of the Reserve Department for a great year and thank you for providing the numerous hours of volunteer work.



CONCLUSION:

In closing, we will continue moving forward in 2024 the hiring of more officers is still on the agenda for this year as it was last year. We are also bringing more technology in to our office to better equip officers with their job as this seems to be a never-ending process. Our plan as always, is to face each and everyday with professionalism and teamwork attitude. By doing this we will continue to be the best we can for the citizens and visitors of Hastings.

The Hastings Police Department thanks everyone for a successful 2023.

Chief, Dale Boulter

CITY OF HASTINGS

12.C

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

THIS YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-22	REVISED BUDGET 2022-2023	FISCAL YTD % OF BUDGET
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FUND 101 - GENERAL FUND

REVENUE

TAXES	3,283,247.72	3,463,000	95.00%	3,614,407.70	3,362,500	107.00%
SPECIAL ASSESSMENTS	25,997.45	43,650	60.00%	.00	56,750	0.00%
LICENSES & PERMITS	15,557.63	21,175	73.00%	5,094.97	26,525	19.00%
FEDERAL REVENUES	3,150.00	768,199	0.00%	.00	365,000	0.00%
STATE SHARED REVENUES	391,641.00	1,398,813	28.00%	382,656.70	1,273,000	30.00%
INTERGOVERNMENTAL REVENUES	23,264.15	868,416	3.00%	.00	590,320	0.00%
CHARGES FOR SERVICES	6,512.51	614,950	1.00%	11,981.05	599,950	2.00%
FINES & FORFEITURES	5,458.10	6,500	84.00%	3,522.50	6,500	54.00%
INTEREST AND RENTALS	112,896.06	209,000	54.00%	140,163.22	113,000	124.00%
OTHER REVENUE	181,855.96	30,500	596.00%	232,594.75	16,500	1410.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%

TOTAL REVENUE & INCOMING TRANSFERS	4,049,580.58	7,424,203	55.00%	4,390,420.89	6,410,045	68.00%
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EXPENDITURES

CITY COUNCIL	39,359.54	74,001	53.00%	41,045.10	68,604	60.00%
MAYOR	7,537.83	14,752	51.00%	6,874.94	13,347	52.00%
CITY MANAGER	85,605.30	183,080	47.00%	87,649.62	181,323	48.00%
FINANCE DEPARTMENT	180,621.97	313,745	58.00%	138,947.61	328,063	42.00%
CLERK	48,764.85	118,397	41.00%	58,966.29	146,355	40.00%
INFORMATION TECHNOLOGY	119,809.48	244,000	49.00%	98,911.73	223,000	44.00%
BOARD OF REVIEW	248.76	2,862	9.00%	710.71	2,392	30.00%
TREASURER	34,747.17	78,808	44.00%	31,672.09	75,496	42.00%
ASSESSOR	57,136.99	162,581	35.00%	59,099.69	122,169	48.00%
ELECTIONS	7,638.75	64,277	12.00%	32,900.78	38,970	84.00%
CITY HALL & GROUNDS	39,093.85	187,500	21.00%	51,356.38	175,945	29.00%
LEGAL AND AUDIT	6,493.00	70,000	9.00%	22,479.30	78,000	29.00%
OTHER GENERAL GOVERNMENT	245,528.50	753,387	33.00%	355,386.90	764,675	46.00%
POLICE	815,466.79	2,005,929	41.00%	788,000.54	2,026,807	39.00%
CODE COMPLIANCE	16,992.60	50,171	34.00%	21,664.31	47,690	45.00%
FIRE DEPARTMENT	772,029.11	1,057,797	73.00%	245,673.16	526,004	47.00%
INSPECTIONS	89,715.00	55,000	163.00%	19,650.00	40,000	49.00%
DEPT OF PUBLIC SERVICE ADMIN	74,779.08	182,683	41.00%	82,165.84	173,662	47.00%
PARKING LOTS - NON SAD	5,061.80	19,750	26.00%	8,030.07	59,500	13.00%
PARKING LOTS - SAD	13,119.96	234,000	6.00%	94,147.84	80,850	116.00%
STREET LIGHTING	44,678.71	102,500	44.00%	47,069.31	94,500	50.00%
COMMUNITY SERVICES	76,201.05	162,085	47.00%	61,718.59	114,022	54.00%
BROWNFIELD GRANT	.00	0	0.00%	.00	0	0.00%
PLANNING AND ZONING	1,808.64	18,285	10.00%	3,141.49	21,570	15.00%
JOINT PLANNING & ZONING	77.50	550	14.00%	650.00	600	108.00%
COMMUNITY & ECONOMIC DEVELOPMNT	57,391.09	141,500	41.00%	69,947.12	137,886	51.00%

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

THIS YEAR FISCAL YTD YTD ACTUAL	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-22	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET
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FUND 101 - GENERAL FUND

COMMUNITY DEVELOPMENT GRANTS	67,397.00	75,100	90.00%	63,094.09	75,000	84.00%
CABLE ACCESS	3,722.35	13,457	28.00%	5,302.66	23,757	22.00%
PARKS AND RECREATION	96,560.21	977,657	10.00%	99,322.24	714,164	14.00%
ARTS AND CULTURAL ACTIVITIES	64,894.38	80,400	81.00%	30,697.19	57,775	53.00%
OTHER FINANCING USES	.00	316,449	0.00%	.00	160,105	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	3,072,481.26	7,760,703	40.00%	2,626,275.59	6,572,231	40.00%
NET REVENUE OVER EXPENDITURES	977,099.32	(336,500)		1,764,145.30	(162,186)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

THIS YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-22	REVISED BUDGET 2022-2023	FISCAL YTD % OF BUDGET
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FUND 202 - MAJOR STREETS

REVENUES	391,180.25	1,045,218	37.00%	720,800.00	942,650	76.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	391,180.25	1,045,218	37.00%	720,800.00	942,650	76.00%
EXPENDITURES	179,998.57	1,097,335	16.00%	454,220.61	944,877	48.00%
OUTGOING TRANSFERS	.00	150,000	0.00%	.00	150,000	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	179,998.57	1,247,335	14.00%	454,220.61	1,094,877	41.00%
NET REVENUE OVER EXPENDITURES	211,181.68	(202,117)		266,579.39	(152,227)	

FUND 203 - LOCAL STREETS

REVENUES	158,170.41	351,008	45.00%	150,156.28	320,075	47.00%
INCOMING TRANSFERS	.00	300,000	0.00%	.00	150,000	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	158,170.41	651,008	24.00%	150,156.28	470,075	32.00%
EXPENDITURES	162,068.64	733,661	22.00%	217,557.40	730,651	30.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	162,068.64	733,661	22.00%	217,557.40	730,651	30.00%
NET REVENUE OVER EXPENDITURES	(3,898.23)	(82,653)		(67,401.12)	(260,576)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

	THIS YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-22	REVISED BUDGET 2022-2023	FISCAL YTD % OF BUDGET
<i>FUND 209 - CEMETERY FUND</i>						
REVENUES	217,532.39	244,780	89.00%	448,023.46	426,800	105.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	217,532.39	244,780	89.00%	448,023.46	426,800	105.00%
EXPENDITURES	93,377.93	279,100	33.00%	290,197.50	400,499	72.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	93,377.93	279,100	33.00%	290,197.50	400,499	72.00%
NET REVENUE OVER EXPENDITURES	124,154.46	(34,320)		157,825.96	26,301	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

	THIS YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-22	REVISED BUDGET 2022-2023	FISCAL YTD % OF BUDGET
<i>FUND 243 - BROWNFIELD REDEVELOPMENT AUTH</i>						
REVENUES	60,637.16	23,000	264.00%	53.74	22,700	0.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	60,637.16	23,000	264.00%	53.74	22,700	0.00%
EXPENDITURES	.00	9,000	0.00%	7,337.99	9,500	77.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	.00	9,000	0.00%	7,337.99	9,500	77.00%
NET REVENUE OVER EXPENDITURES	60,637.16	14,000		(7,284.25)	13,200	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

	THIS YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-22	REVISED BUDGET 2022-2023	FISCAL YTD % OF BUDGET
FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
REVENUES	3,415,724.56	3,463,990	99.00%	66,583.41	703,200	9.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	3,415,724.56	3,463,990	99.00%	66,583.41	703,200	9.00%
EXPENDITURES	884,136.59	3,745,207	24.00%	122,819.85	535,357	23.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	884,136.59	3,745,207	24.00%	122,819.85	535,357	23.00%
NET REVENUE OVER EXPENDITURES	2,531,587.97	(281,217)		(56,236.44)	167,843	

FUND 250 - LCL DVLPMNT FINANCE AUTHORITY

REVENUES	51,369.21	81,500	63.00%	46,444.95	46,700	99.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	51,369.21	81,500	63.00%	46,444.95	46,700	99.00%
EXPENDITURES	135,740.16	187,800	72.00%	273.11	10,550	3.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	135,740.16	187,800	72.00%	273.11	10,550	3.00%
NET REVENUE OVER EXPENDITURES	(84,370.95)	(106,300)		46,171.84	36,150	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

THIS YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-22	REVISED BUDGET 2022-2023	FISCAL YTD % OF BUDGET
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FUND 265 - DRUG ENFORCEMENT

REVENUES	90.00	2,800	3.00%	.00	3,500	0.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	90.00	2,800	3.00%	.00	3,500	0.00%
EXPENDITURES	.00	5,600	0.00%	.00	5,600	0.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	.00	5,600	0.00%	.00	5,600	0.00%
NET REVENUE OVER EXPENDITURES	90.00	(2,800)		.00	(2,100)	

FUND 266 - POLICE TRAINING

REVENUES	35.86	2,950	1.00%	1,178.45	2,901	41.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	35.86	2,950	1.00%	1,178.45	2,901	41.00%
EXPENDITURES	664.86	4,600	14.00%	506.69	4,600	11.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	664.86	4,600	14.00%	506.69	4,600	11.00%
NET REVENUE OVER EXPENDITURES	(629.00)	(1,650)		671.76	(1,699)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

THIS YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-22	REVISED BUDGET 2022-2023	FISCAL YTD % OF BUDGET
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FUND 271 - LIBRARY FUND

OPERATIONS

OPERATING REVENUES	338,652.47	1,373,449	25.00%	71,901.84	1,331,794	5.00%
OPERATING INCOMING TRANSFERS						
TOTAL OPERATING REV & IN TRNSFRS	338,652.47	1,373,449	25.00%	71,901.84	1,331,794	5.00%
OPERATING EXPENDITURES	783,278.95	1,708,154	46.00%	311,014.18	1,737,347	18.00%
OPERATING OUTGOING TRANSFERS						
TOTAL OPERATING EXP & OUT TRNSFRS	783,278.95	1,708,154	46.00%	311,014.18	1,737,347	18.00%
NET OPERATING REV OVER EXP	(444,626.48)	(334,705)		(239,112.34)	(405,553)	

CAPITAL IMPROVEMENTS

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

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

	THIS YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-22	REVISED BUDGET 2022-2023	FISCAL YTD % OF BUDGET
<i>FUND 592 - WATER & SEWER FUND</i>						
REVENUES	2,367,403.82	4,347,620	54.00%	1,906,271.17	3,512,690	54.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	2,367,403.82	4,347,620	54.00%	1,906,271.17	3,512,690	54.00%
EXPENDITURES	1,527,445.75	4,106,072	37.00%	1,170,352.88	3,544,182	33.00%
OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	1,527,445.75	4,106,072	37.00%	1,170,352.88	3,544,182	33.00%
NET REVENUE OVER EXPENDITURES	839,958.07	241,548		735,918.29	(31,492)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

	THIS YEAR FISCAL YTD 31-DEC-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-DEC-22	REVISED BUDGET 2022-2023	FISCAL YTD % OF BUDGET
<i>FUND 661 - EQUIPMENT REVOLVING FUND</i>						
REVENUES	110,472.95	939,500	12.00%	188,011.55	913,750	21.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	110,472.95	939,500	12.00%	188,011.55	913,750	21.00%
EXPENDITURES	207,300.73	510,592	41.00%	209,672.04	487,225	43.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	207,300.73	510,592	41.00%	209,672.04	487,225	43.00%
NET REVENUE OVER EXPENDITURES	(96,827.78)	428,908		(21,660.49)	426,525	

City of Hastings

Investments & Deposits Status Report as of December 31, 2023

<u>Institution</u>	<u>Account Description</u>	<u>12/31/2023 Balance</u>	<u>Interest Rate</u>
Flagstar	Common Cash (Primary Checking)	\$ 1,137,430.84	1.06%
	Payroll	\$ 7,094.81	1.06%
	*Savings	\$ 4,517,285.70	4.23%
	**Tax Collection	\$ 1,658,356.09	1.06%
	Total	\$ 7,320,167.44	
<i>*Includes proceeds from DDA/Streetscape Bonds</i>			
<i>** Includes funds collected on behalf of other governmental agencies</i>			
Highpoint	Common Cash	\$ 67,857.66	N/A
	Drug Enforcement	\$ 18,211.94	N/A
	Library PayPal	\$ 500.00	N/A
	*Tax Collection	\$ 42,960.69	N/A
	Total	\$ 129,530.29	
<i>* Includes funds collected on behalf of other governmental agencies</i>			
Michigan CLASS	General Fund (Pooled)	\$ 5,992,457.50	5.5512%
	Water & Sewer	\$ 563,801.92	5.5512%
	Equipment Fund	\$ 286,360.94	5.5512%
	LDFA	\$ 143,181.09	5.5512%
	Total	\$ 6,985,801.45	
American Dep Mgmt Co	Money Market Account	\$ 2,990,549.40	5.30%
	3-Month Certificates of Deposit	\$ -	N/A
	6-Month Certificates of Deposit	\$ 720,000.00	5.25-5.30%
	Total	\$ 3,710,549.40	
Total, All Investments & Deposits		\$ 18,146,048.58	

<u>Institution</u>	<u>12/31/2023 Balance</u>	<u>% of Total</u>
Flagstar	\$ 7,320,167.44	40.3%
Highpoint	\$ 129,530.29	0.7%
Michigan CLASS	\$ 6,985,801.45	38.5%
American Dep Mgmt Co	\$ 3,710,549.40	20.4%
Total	\$ 18,146,048.58	

<u>Type of Investment or Deposit</u>	<u>11/30/23 Balance</u>	<u>% of Total</u>
Interest	\$ 18,016,518.29	99.3%
Non-Interest	\$ 129,530.29	0.7%
Total	\$ 18,146,048.58	



12.D

Hastings City Council Memorandum

Date: January 15, 2024
To: Honorable Mayor Tossava & Members of the Hastings City Council
From: Dan King, Community Development Director
Subject: January Community Development Department Report

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

Streetscape

The streetscape project has wrapped up for the winter. Construction will commence when the weather breaks this coming spring. The project is scheduled to be completed by June 30, 2024.



Neighborhood Enhancement Program Grant (NEP) Round 9

We have been notified that the City has been awarded \$65,000 for NEP Round 9. The target area is defined by the map below. This year in addition to door hangars, press releases, and social media posts, the Community Development Department will conduct a direct mailing of grant information to homeowners in the target area.



Allen Edwin Homes

Allen Edwin Homes has chosen to abandon plans to develop the parcel of property privately owned at the end of William and Ferris Streets due to the uncertainty of stormwater runoff easements. Allen Edwin has turned their development interests to a City owned parcel on the end of Hayes and Orchard Streets immediately north of Enterprise Drive. The parcel is zoned R-2 One Family Residential District allowing both single and two-family residential construction.

New Year's Eve Ball Drop

Cool misty weather did not deter hundreds from coming downtown to celebrate the end of 2023 and the start of 2024.



Upcoming Events

St. Patrick's Day Parade - TBD

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





Hastings City Council Memorandum

Date: January 22, 2024
To: Honorable Mayor Tossava & Members of the Hastings City Council
From: Dan King, Community Development Director
Subject: 2023 Community Development Department Annual Report

A summary of the 2023 Community Development Highlights includes:

Tyden Lofts

General Capital broke ground on the 60-unit workforce housing project the first of August. A ribbon cutting ceremony was held on October 27th. The project is scheduled to be completed by the fall of 2024.



Redevelopment Ready Communities

Staff from Michigan Economic Development Corporation (MEDC) were in Hastings on October 27th to conduct a celebration for the City reaching Certified RRC status. Hastings is now one of 68 Michigan communities that are now RRC Certified.



MSHDA Neighborhood Enhancement Program (NEP) Grant Round 8

The Community Development Department administered 9 NEP grants totaling \$71,197 for exterior home improvements. A large portion of the recipients were able to improve the exterior of their homes with zero out of pocket expenses. For many of these home owners, completion of their projects would have not been affordable without the grant.

DDA Façade Grants

The DDA disbursed \$15,947.50 in façade grants in calendar year 2023. Additional funding in the amount of \$38,050.00 is pledged for projects in 2024.



Midwest Sculpture Initiative

Sculpture selection for 2023 was held via an interactive Facebook presentation and online survey.



Planning Commission

The Planning Commission approved site plans for Whitewater Car Wash, Central Dispatch for communication tower, CopperRock Construction for a 134-unit market rate apartment project, and Meadowstone for a 92-unit workforce housing project. A text amendment regarding food trucks and text amendment pertaining to updated approval standards for the Zoning Board of Appeals were also adopted.

Streetscape Project

The streetscape project commenced the middle of September beginning on the north side of State Street at Boltwood. Contractors were able to complete the bulk of the renovation from Boltwood to Church Street. Once the weather breaks in the spring, the remaining work will be completed with a final completion date of June 30th.



Barry Roubaix

Nearly 4,500 riders took part in the 2023 edition of the race. Race conditions were good and spirits were high for this annual event starting and finishing in downtown Hastings.



**Hastings Public Library Board of Trustees
Minutes**

Date: January 8, 2024 – 4:30PM

**Location: Hastings Public Library, 227 E. State St., Hastings, MI 49058
Community Room**

1. CALL TO ORDER

The Meeting was called to order by Kelli Newberry at 4:31 p.m.

- Board members present: Jane Cybulski, Bill Nesbitt, Rebecca Lectka, Carol Dwyer, Sam Cale, Brenda Stacy, Cloe Oliver, Chloe Kelly, Brenda Stacy, and Kelli Newberry.
- Also present were Peggy Hemerling and David Edelman.

2. AGENDA: Approved agenda with removal of item 9a, as we voted on the 2024 meeting dates at the prior meeting.

3. MINUTES: The December 4, 2023, minutes had an error under the Director's Report, should have been November 2023 Report, not December 2023. Cloe Oliver motioned to approve the December 4, 2023, minutes as amended, seconded by Brenda Stacey. Motion approved.

4. FINANCIALS:

- a. November 2023 Invoices and Budget Report: Cloe Oliver motioned to approve the financials, seconded by Bill Nesbitt. Motion approved.

5. LIBRARY DIRECTOR REPORTS: December 2023

6. COMMITTEES

- a. Budget and Finance – Meeting set for January 30, 2024 4:30 p.m.
- b. Building and Grounds –
- c. Personnel –
- d. Policy –
- e. Marketing-

7. NEW BUSINESS

- a. Election of Officers: Bill Nesbitt motioned to elect Chloe Kelly as President, Kelli Newberry as Vice-President, Jane Cybulski at Secretary, seconded by Carol Dwyer, motion approved.
- b. Form standing committees for 2024, all include President Chloe Kelly as an ex officio member.
 - i. Budget: Jane Cybulski, Kelli Newberry
 - ii. Marketing: Cloe Oliver, Sam Cale
 - iii. Policy: Sam Cale, Rebecca Leckta, Carol Dwyer
 - iv. Personnel: Cloe Oliver, Kelli Newberry
 - v. Grounds: Bill Nesbit, Brenda Stacey
 - vi.

8. NEXT MEETING DATE

- a. Next board meeting on Monday, February 5, 2024, at 4:30 p.m.

9. ADJOURNMENT: Meeting was adjourned at 5:08 p.m.

Carl A. Schoessel
747 Terry Lane
Hastings, MI 49058
Telephone: 269-838-8407

13.B

January 5, 2024

The Honorable David J. Tossava
Mayor
City of Hastings
201 East State Street
Hastings, MI 49058

Dear Mayor Tossava:

The 14th Annual New Year's Eve Community Celebration now is history, with many thanks to the City Council, and to the City staff which provided great help for the event! Enclosed is a copy of the handout that was distributed to the hundreds of community residents attending the event.

Thank you so much for your continuing support of this community event in downtown Hastings!

The planning for the 15th Annual New Year's Eve Celebration already has started, and I hope that the City Council and City staff will provide support for the event again next year.

Sincerely,

Carl Schoessel

Carl A. Schoessel

enclosure