



City of *Hastings* Michigan

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

201 E. State Street 49058

Regular Council Meeting
August 12, 2024
Executive Summary

Item #	Summary
9A-C	Description: Items for Action by Unanimous Consent Recommended Action: Motion to approve the consent agenda as presented.
10A	Description: Resolution 2024-21 Signatories Financial Accounts Recommended Action: Motion to adopt Resolution 2024-21 to approve signatories for financial institution accounts.
10B	Description: Resolution 2024-22 Commercial Rehabilitation Exemption Certificate Transfer Recommended Action: Motion to adopt Resolution 2024-22 approving the transfer and assignment of a Commercial Rehabilitation Exemption Certificate from Hastings Center, LLC to 800 W State St, LLC for property located at 802 W. State Street.
10C	Description: Listing Agreement Extension – 1500 Star School Rd Recommended Action: Motion to approve the Mayor and City Clerk to sign a listing agreement extension from August 16, 2024 to December 31, 2024 and price reduction from \$99,900 to \$79,900 with Miller Real Estate for city-owned industrial property located at 1500 Star School Road.



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Item #	Summary
10D	<p>Description: Personal Protective Clothing (Fire Dept.)</p> <p>Recommended Action: Motion to approve the purchase of four (4) sets of Personal Protective Clothing (turnout coat & pants) From Allied Fire Sales in the amount of \$10,458.56</p>
10E	<p>Description: Police Department Workspace Improvements</p> <p>Recommended Action: Motion to approve the proposal by MCSA Group for professional services for police department workspace improvements for a sum of \$6,500.</p>
10F	<p>Description: Repairs to 1999 Ladder Truck (836)</p> <p>Recommended Action: Motion to approve Allied Fire Sales to complete engine repairs to our 1999 ladder truck (836) for \$5991.62.</p>
10G	<p>Description: Metro Act Permit Extension for KEPS Technologies, Inc.</p> <p>Recommended Action: Motion to approve the Metro Act Permit Extension request by KEPS Technologies for a five year period ending August 15, 2029.</p>
10H	<p>Description: Sales of Unused SCBA Air Packs</p> <p>Recommended Action: Motion to approve Chief Jordan to trade unused SCBA and bottles to Allied Fire Sales in the amount of \$20,000 as a credit to the fire department.</p>



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10I	<p>Description: 2024 Survey Projects</p> <p>Recommended Action: Motion to approve Burgess Surveying's proposal for 2024 Miscellaneous Survey Projects for the sum of \$9,250.</p>
10J	<p>Description: Authority to Conduct Public Hearing – Brownfield Redevelopment Authority</p> <p>Recommended Action: Motion to adopt Resolution 2024-23 delegating the authority to conduct a public hearing to the Brownfield Redevelopment Authority.</p>
10K	<p>Description: Commercial Rehabilitation District</p> <p>Recommended Action: Motion to schedule a public hearing for the August 26, 2024, City Council Meeting to hear comment and make a determination on the establishment of a Commercial Rehabilitation District for property located at 328 and 420 East Mill Street (former Royal Coach site).</p>
10L	<p>Description: Sub-Grant Agreement between The Right Place, Inc. & The City of Hastings</p> <p>Recommended Action: Motion to approve City of Hastings DDA Streetscape, investing \$474,500.00 to the Project (State Street from Broadway to Boltwood).</p>

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Agenda
August 12, 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 July 22, 2024, regular meeting
- ✓ 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 motion to approve Dale Boulter as Officer Delegate and Dan King as Alternate Delegate to the Michigan Employees' Retirement System (MERS) Annual Conference, October 10-11, 2024.
 - * B. Receive and place on file 4 invoices totaling **\$143,840.50** as detailed in attachments.
 - * C. Consider Mayor Tossava's appointment of City Manager Sarah Moyer-Cale to the Barry County Solid Waste Oversight Committee for a three-year term.
- ✓ 10. Items of Business:
 - * A. Consider adoption of **Resolution 2024-21** to approve signatories for financial institution accounts for the City of Hastings.
 - * B. Consider adoption of **Resolution 2024-22** to approve the transfer and assignment of a Commercial Rehabilitation Exemption Certificate from Hastings Center, LLC to 800 W State St, LLC for property located at 802 W. State Street.
 - * C. Consider approval of the Mayor and City Clerk to sign a listing agreement extension from August 16, 2024 to December 31, 2024, and price reduction from **\$99,900** to **\$79,900** with Miller Real Estate for city-owned industrial property located at 1500 Star School Road.

- * D. Consider approval of the purchase of four (4) sets of Personnel Protective Clothing (turnout Coat & Pants) from Allied Fire Sales in the amount of **\$10,458.56.**
 - * E. Consider approval of the proposal by MSCA Group for professional services for police department workspace improvements for a sum of **\$6,500.**
 - * F. Consider approval of the proposal from Allied Fire Sales to complete engine repairs to 1999 ladder truck (836) for **\$5991.62.**
 - * G. Consider approval of the Metro Act Permit Extension request by KEPS Technologies for a five-year period ending August 15, 2029.
 - * H. Consider approval of Chief Jordan to trade unused SCBA and bottles to Allied Fire Sales in the amount of **\$20,000** as a credit to the fire department.
 - * I. Consider approval of the proposal from Burgess Surveying for 2024 Miscellaneous Survey Projects for the sum of **\$9,250.**
 - * J. Consider adoption of **Resolution 2024-23** delegating the authority to conduct a public hearing to the Brownfield Redevelopment Authority.
 - * K. Consider scheduling a public hearing for the August 26, 2024, City Council Meeting to hear comment and make a determination on the establishment of a Commercial Rehabilitation District for property located at 328 and 420 East Mill Street (former Royal Coach site).
11. Staff Presentations and Policy Discussions
- A. Presentation from Staff Intern Aaron Sutter about sidewalk conditions.
12. City Manager Report:
- * A. Public Services Director Tate Monthly Report
 - * B. Fire Chief Jordan Monthly Report
- ✓ 13. Reports and Communications:
- * A. August 2, 2024, Draft Airport Minutes
 - * B. July 17, 2024, DIRECTV, LLC (DIRECTV) Annual Video Report
 - * C. August 2024 Calendar
 - * D. August 6, 2024, City of Hastings Primary Election Reports/Participation Results
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 Minutes
July 22, 2024

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

Councilmembers Present: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.

City Staff and Appointees Present: Moyer-Cale, Boulter, Neil, King, and Tate.

Motion to excuse McLean moved. All ayes. Motion carried.
3. Pledge to the flag
4. Approval of the agenda

Motion by Jarvis, with support from Resseguie, to approve the agenda as amended.

All ayes. Motion carried.
5. Approval of the minutes of July 8, 2024 regular meeting

Motion by Barlow, with support from Jarvis, to approve the minutes of the July 8, 2024 regular meeting.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.
Nays: None.
Absent: McLean
Motion carried.
6. Public Hearings: (None)
7. Public Comment (None)
8. Formal Recognitions and Presentations:
 - A. Presentation from Dave Hatfield, Barry County Commissioner. (Absent)
 - B. Attorney Jeff Sluggett introduction of Bloom Sluggett, PC, with Clinton Rosekopf.
9. Items for Action by Unanimous Consent:

- A. Consider approval of the 2024 Amateur World Disc Golf tournament August 5 through August 10, 2024, at Hammond Hill.

Motion by Bowers, with support by Nesbitt, to approve the 2024 Amateur World Disc Golf tournament August 5 through August 10, 2024 at Hammond Hill.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.

Nays: None.

Absent: McLean.

Motion carried.

- B. Consider approval of the appointment of William A. Mattson to the Planning Commission and Zoning Board of Appeals.

Motion by Resseguie, with support by Barlow, to approve appointment of William A. Mattson to the Planning Commission and Zoning Board of Appeals.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.

Nays: None.

Absent: McLean.

Motion carried.

- C. Consider approval of the appointment of Linda Perin as the City Clerk/Treasurer effective August 12, 2024, pending the conclusion of a background check.

Motion by Stenzelbarton, with support by Resseguie, to approve the appointment of Linda Perin as the City Clerk/Treasurer effective August 12, 2024.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.

Nays: None.

Absent: McLean.

Motion carried.

10. Items of Business.

- A. Consider adoption of **Resolution 2024-20** (CSI Equipment Lease Agreement) as presented.

Motion by Resseguie, with support by Jarvis, to adopt **Resolution 2024-20** (CSI Equipment Lease Agreement) as presented.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie and Tossava.

Nays: Stenzelbarton.

Absent: McLean.

Motion carried.

- B. Consider approval, under direction of staff, of the request from the Downtown

Business Team to revise the site plan for the August 10, 2024, Block Party to include street closure for the entire section of Jefferson Street from State Street to Court Street.

Motion by Resseguie, with support by Barlow, to approve revised site plan for the August 10, 2024 Block Part to include street closure for the entire section of Jefferson Street from State Street to Court Street.

Comments by Brian Reynolds and Tony Kaufman, founder of Hastings Cornhole Club.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.

Nays: None.

Absent: McLean.

Motion carried.

- C. Consider approval, under direction of staff, of the Youth Advisory Council's request to hold their 24th annual Roof Sit in downtown Hastings on Saturday, October 19, 2024, from 9:00 AM until 11:30 AM.

Motion by Bowers, with support by Stenzelbarton, to approve, under direction of staff, the Youth Advisory Council's request to hold their 24th annual Roof Sit in downtown Hastings on Saturday, October 19, 2024, from 9:00 AM until 11:30 AM.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.

Nays: None.

Absent: McLean.

Motion carried.

- D. Consider approval of the Barry County Serenity Club to accept donations and free will offerings during the Overdose Awareness Day concert on Saturday, August 31, 2024 at the Thornapple Plaza.

Motion by Resseguie, with support by Nesbitt, to approve Barry County Serenity Club to accept donations and free will offerings during the Overdose Awareness Day concert on Saturday, August 31, 2024 at the Thornapple Plaza.

Comments from John Cohen, CFO of the Barry County Serenity Club.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.

Nays: None

Absent: McLean.

Motion carried.

- E. Consider approval of a proposal for engineering services for Final Clarifier #2 improvements at the Wastewater Treatment Plant by Moore & Bruggink for **\$42,700.**

Motion by Stenzelbarton, with support by Resseguie, for approval of proposal for engineering services for Final Clarifier #2 improvements at the Wastewater Treatment Plant by Moore & Bruggink for **\$42,700**.

Comments by Tate.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.

Nays: None.

Absent: McLean.

Motion carried.

- F. Consider approval of the purchase of service line replacement parts from Etna Supply in the amount of **\$154,508.61**.

Motion by Barlow, with support by Jarvis, for approval of the purchase of service line replacement parts from Etna Supply in the amount of **\$154,508.61**.

Comments by Neil.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.

Nays: None.

Absent: McLean.

Motion carried.

- G. Consider approval of the purchase of Gasoline/Diesel fuel from Crystal Flash for **\$70.000**.

Motion by Brehm, with support by Barlow, for approval of the purchase of Gasoline/Diesel fuel from Crystal Flash for **\$70.000**.

Comments by Neil.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.

Nays: None.

Absent: McLean.

Motion carried.

- H. Consider approval for the purchase of two (2) V-Bottom Monroe Salt Spreaders from Truck and Trailer Specialties in the amount of **\$51,394**.

Motion by Stenzelbarton, with support by Jarvis, for approval for the purchase of two (2) V-Bottom Monroe Salt Spreaders from Truck and Trailer Specialties in the amount of **\$51,394**.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and

Tossava.
 Nays: None.
 Absent: McLean.
 Motion carried.

- I. Consider approval of a proposal for compost screening from Precise Excavating, Inc., for **\$21,670**.

Motion by Barlow, with support by Jarvis, for approval of a proposal for compost screening from Precise Excavating, Inc., for **\$21,670**.

Comments from Neil.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton and Tossava.
 Nays: None.
 Absent: McLean.
 Motion carried.

- J. Consider approval of the purchase of chlorine for the water treatment plant from Alexander Chemical for **\$12,500**.

Motion by Nesbitt, with support by Stenzelbarton, for approval of the purchase of chlorine for the water treatment plant from Alexander Chemical for **\$12,500**.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.
 Nays: None.
 Absent: McLean.
 Motion carried.

- K. Consider approval of the purchase of traffic control signs from Dornbos Signs in the amount of **\$8,445.55**.

Motion by Nesbitt, with support by Brehm, for approval of the purchase of traffic control signs from Dornbos Signs in the amount of **\$8,445.55**.

Comments from Neil.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.
 Nays: None.
 Absent: McLean.
 Motion carried.

- L. Consider approval of a proposal to clean the aluminum sulfate tank at the Wastewater Treatment Plant by Taplin Group for **\$7,255**.

Motion by Stenzelbarton, with support by Resseguie, for approval of a proposal to clean the aluminum sulfate tank at the Wastewater Treatment Plant by Taplin Group

for **\$7,255**.

Comments from Tate.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.

Nays: None.

Absent: McLean.

Motion carried.

- M. Consider approval of the sale of trucks 20 and 30 at a minimum bid of **\$51,000** each.

Motion by Nesbitt, with support by Bowers, for approval of the sale of trucks 20 and 30 at a minimum bid of **\$51,000** each.

Ayes: Barlow, Bowers, Brehm, Jarvis, Nesbitt, Resseguie, Stenzelbarton, and Tossava.

Nays: None.

Absent: McLean.

Motion carried.

11. Staff Presentations and Policy Discussions (None)

12. City Manager Report:

City Manager Moyer-Cale addressed Council.

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

B. The Monthly Financial Reports were presented.

C. Community Development Director King presented his monthly report.

13. Reports and Communications:

- A. Draft DDA Minutes July 18, 2024

Motion by Jarvis, with support by Barlow, for approval of Draft DDA Minutes July 18, 2024.

Ayes: All.

Nays: None.

Absent: McLean.

Motion carried.

14. Public Comments:

Joel Ibbotson.

Charles Hertzler, Hastings Resident.

15. Mayor and Council comments:

Comments from Barlow, Bowers, and Tossava.

16. Adjourn:

Motion by Resseguie, with support from Barlow, to adjourn at 7:58 PM.

Ayes: All.

Nays: None.

Absent: McLean.

Motion carried.

Read and Approved:

David J. Tossava, Mayor

Linda Perin, City Clerk



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Delegates for MERS Annual Conference

Meeting Date: August 12, 2024

Recommended Action:

Motion to approve Dale Boulter as Officer Delegate and Dan King as Alternate Delegate to the Michigan Employees' Retirement System (MERS) Annual Conference, October 10 – 11, 2024.

Background Information:

The 2024 MERS Retirement System Annual Conference will be held October 10th and 11th in Grand Rapids. As a member of MERS, the city is eligible to send two delegates to the conference. One delegate must be a department head or supervisor, and City Council must approve the selection of the delegate. Dale Boulter is recommended to attend, with Dan King designated as an alternate in the event Chief Boulter cannot attend.

One delegate must be an hourly, full-time employee enrolled in the MERS system. City employees were able to select a delegate through secret ballot voting. Voting was open to employees through July 17th and Sergeant Nate Pickett received the majority votes cast and will be the city's delegate. City Council is not required to approve this selection.

Financial Implications:

Funding is included in the annual budget.

Attachments:

None.



Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.6377
www.mersofmich.com

2024 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | October 2024

Please print clearly • Scan and attach this file when you register online • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name

Dale Boulter

Officer Alternate name

Dan King

Officer delegate and alternate listed above were appointed to serve during the 2024 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on August 12, 2024.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Nate Pickett

Employee Alternate name

n/a

Employee delegate and alternate listed above were elected to serve during the 2024 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on July 19, 2024.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible.**

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*

City of Hastings

Municipality number*

080101

Email address

lperin@hastingsmi.gov

Employer address

201 E State St

Employer city

Hastings

Employer state

MI

Employer zip code

49058

Printed name

Linda Perin

Title of authorized authority*

City Clerk/Treasurer

Authorized signature*

Date

August 13, 2024

* Required field

2
ways to
complete

1. You may complete it electronically (an electronic authorized signature is permissible), then save it and upload it when registering your delegate(s) – OR –
2. You may print it off and complete it, then scan and upload it to your computer for uploading when you register your delegate(s).

Summary - City of Hastings Invoices
City Council Meeting
August 12, 2024

No.	Vendor	Amount	Description (with date paid)
1	Todd Wenzel Buick GMC	\$61,996.00	7/25/24 2024 GMC Sierra Truck 1
2	Todd Wenzel Buick GMC	\$61,996.00	7/25/24 2024 GMC Sierra Truck 2
3	Tresemer Concrete and Excavating	\$9,985.00	7/25/24 removed and replaced driveway, sidealk, and front porch with zoning and dps permit - MSHDA Grant
4	MJS Home Improvement and Construction, LLC	\$9,863.50	7/25/24 removed and replace 2 storm doors, tear out and replace deck and gate, remove debris - MSHDA Grant
4	Invoices	\$143,840.50	

FISCAL

9B

24 - 25 -

YEAR

TODD WENZEL BUICK GMC

Invoice No. CF241048

35100 FORD RD

WESTLAND, MI 48185

Ph (734) 713-1065 Fax (734) 467-7181

INVOICE**Customer**

Name CITY OF HASTINGS
Address 201 E STATE ST
City HASTINGS STATE MI ZIP 49058
Phone (269) 945-5083

Date 7/16/2024
Order No.
Rep
FOB HASTINGS, MI

Qty	Description	Unit Price	TOTAL
1	PURCHASE OF 2024 GMC SIERRA TK20743 PICK-UP OFF MIDEAL PROGRAM SPEC 0086-LDT VIN# 1GT49MEY7RF402198 STOCK# CF241048 CITY OF HASTINGS SUMMIT WHITE ROB NEIL PRICING BASED ON STATE OF MICHIGAN MIDEAL PURCHASING PROGRAM CONTRACT# 071B7700184	\$61,996.00	\$61,996.00

Payment Details

- ☐ Cash
☒ Check

Name _____
CC # _____
Expires _____

SubTotal	\$61,996.00
Shipping & Handling	\$0.00
Taxes	\$0.00
TOTAL	\$61,996.00

Office Use Only

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#20



TODD WENZEL BUICK GMC of WESTLAND

**COPY IN FIXED
ASSET FILE**

FISCAL

24-25-

YEAR

4419

TODD WENZEL BUICK GMC

35100 FORD RD
WESTLAND, MI 48185
Ph (734) 713-1065 Fax (734) 467-7181

Invoice No. CF241038

INVOICE**Customer**

Name CITY OF HASTINGS
Address 201 E STATE ST
City HASTINGS STATE MI ZIP 49058
Phone (269) 945-5083

Date 7/16/2024
Order No.
Rep
FOB HASTINGS, MI

Qty	Description	Unit Price	TOTAL
1	PURCHASE OF 2024 GMC SIERRA TK20743 PICK-UP OFF MIDEAL PROGRAM SPEC 0086-LDT VIN# 1GT49MEYXRF402115 STOCK# CF241038 CITY OF HASTINGS SUMMIT WHITE ROB NEIL PRICING BASED ON STATE OF MICHIGAN MIDEAL PURCHASING PROGRAM CONTRACT# 071B7700184	\$61,996.00	\$61,996.00

Payment Details

☐ Cash
☒ Check

Name _____
CC # _____
Expires _____

SubTotal	\$61,996.00
Shipping & Handling	\$0.00
Taxes	\$0.00
TOTAL	\$61,996.00

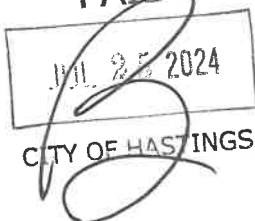
Office Use Only

PAGE 1 OF 1

#30

PAID

TODD WENZEL BUICK GMC of WESTLAND

**COPY IN FIXED
ASSET FILE**



2/1/25

5555

69811

City of Hastings

201 East State Street • Hastings, Michigan 49058

269.945.2468 • FAX 269.948.9544

FEIN 38-6004562

PURCHASE ORDER

July 16, 2024
DATE

Vendor Name Tressemor Concrete

Excavating

1771 51st St

Fennville, MI 49408

Department Comm. Development

Ship To Address Project Grants

Tressemor Concrete Excavating

1771 51st St

Fennville, MI 49408

Vendor Number _____

Item Description	Account Number	Price	Project Number	Received Y or N
Removal & replacement of driveway sidewalk	101-735-967.000	9,805. ⁰⁰		
Zoning Permit	"	30. ⁰⁰		
UPS permit	"	150. ⁰⁰		
PAID JUL 25 2024 CITY OF HASTINGS		TOTAL 9,985. ⁰⁰		

Special Instructions

This work was done as part of the MCHDA Neighborhood Enhancement Program grant.

Requested by Sandy Persele

Department Head Approval _____

City Manager Approval _____

(IF OVER \$300)

DATE

City Council Approval _____

(IF OVER \$5000)

MEETING DATE

FISCAL

5557

88012

24-25-

City of Hastings



YEAR

201 East State Street • Hastings, Michigan 49058

269.945.2468 • FAX 269.948.9544

FEIN 38-6004562

PURCHASE ORDER

DATE

Vendor Name M.T. Home ImprovementDepartment Community DevelopmentProject Construction

Ship To Address

Project Grants

Vendor Number

M.T. Home Improvement - Contract10310 E. C. AveRichland, MI 49083

Item Description	Account Number	Price	Project Number	Received Y or N
Remove Replace Storm	101-735-967-000	\$9,863. ²⁰		
Downs, tear out &				
replace deck & gate				
haul excess debris				
120 W. Main St. - Jodie				
Muskegon River				
CITY OF HASTINGS		TOTAL \$9,863. ²⁰		

Special Instructions

This work was done as part of the Waterford East Extension
Program grant from MCHPA (Round 9)

Requested by Sandy Kissette

Department Head Approval

City Manager Approval

(IF OVER \$300)

DATE

City Council Approval

(IF OVER \$5000)

MEETING DATE



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Resolution 2024-21 Bank Signers

Meeting Date: August 12, 2024

Recommended Action:

Motion to adopt Resolution 2024-21 to approve signatories for financial institution accounts.

Background Information:

The purpose of this Resolution is to add Clerk/Treasurer Linda Perin to the City accounts. Moyer-Cale and Nagle are existing signers.

Financial Implications:

None.

Attachments:

- Resolution 2024-21

City Of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

Resolution 2024-21

TO APPROVE SIGNATORIES FOR FINANCIAL INSTITUTION ACCOUNTS
OF THE CITY OF HASTINGS

WHEREAS, the City of Hastings maintains accounts in approved financial institutions for certain of its funds; and

WHEREAS, per the City Charter, it is prudent and appropriate that the City Council for the City of Hastings designate and approve persons authorized as signatories on such accounts; now

THEREFORE BE IT FURTHER RESOLVED, that the following persons are authorized as signatories on accounts of the City of Hastings:

Sarah Moyer-Cale, City Manager
Linda Perin, City Clerk/Treasurer
Francie Nagel, Deputy City Treasurer

and BE IT FURTHER RESOLVED, that each person signing any document is directed to review the documentation supporting the transaction and to satisfy themselves, prior to signing, that said documentation is in proper order; and

BE IT FURTHER RESOLVED, that authorization as a signatory for any banking instrument shall terminate immediately with the separation of any approved signor from employment in the designated role with the City of Hastings, the senior continuing approved person shall cause notice of any such separation to be served on all financial institutions with City of Hastings accounts; and

BE IT FURTHER RESOLVED that this designation of signatories shall continue in effect until modified by the City Council of the City of Hastings.

A motion to adopt the foregoing resolution being offered by Member _____, with support by Member _____:

YEAS:

NAYS:

ABSENT:

MOTION DECLARED ADOPTED.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 12th day of August 2024, by the City Council of the City of Hastings, County of Barry, State of Michigan, by a vote of _____ members voting in favor thereof and _____ members voting against and _____ member absent.

Linda Perin, City Clerk



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Resolution 2024-22

Meeting Date: August 12, 2024

Recommended Action:

Adopt Resolution 2024-22 approving the transfer and assignment of a Commercial Rehabilitation Exemption Certificate from Hastings Center, LLC to 800 W State St, LLC for property located at 802 W. State Street.

Background Information:

Hastings Center, LLC applied for a Commercial Rehabilitation Exemption Certificate to the City of Hastings in preparation for rehabilitation and redevelopment of the former Kmart building. Hastings City Council adopted Resolution 2020-24, as amended, on November 23, 2020 granting a Commercial Rehabilitation Exemption Certificate for real property, excluding land and personal property, to Hastings Center, LLC for property located at 802 W. State Street. The duration of the Commercial Rehabilitation Exemption Certificate is 10 years beginning on December 31, 2020 and ending on December 30, 2030.

Hastings Center, LLC sold the property at 802 W. State Street to 800 W. State St., LLC on December 8, 2022. 802 W. State St., LLC submitted a Commercial Rehabilitation Exemption Certificate application to the City of Hastings on July 29, 2024 for the purpose of having City Council consider approval of the transfer and assignment of existing Commercial Rehabilitation Exemption Certificate from Hastings Center, LLC to 800 W. State St., LLC. Public Act 210 of 2005 Section 207.853 Subsection 13 states: "A commercial rehabilitation exemption certificate may be transferred and assigned by the holder of the certificate to a new owner of the qualified facility if the qualified local government unit approves the transfer after application by the new owner."

Staff recommends adoption of Resolution 2024-22.



Regular Council Agenda Item Memorandum

Financial Implications:

None.

Attachments:

- Application for Commercial Rehabilitation Exemption Certificate
- Resolution 2024-22

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

RESOLUTION 2024-22

**RESOLUTION TO APPROVE COMMERCIAL REHABILITATION EXEMPTION
CERTIFICATE APPLICATION FROM 800 W STATE ST LLC LOCATED AT 802 WEST
STATE STREET, HASTINGS, MI 49058**

WHEREAS, The City Council of the City of Hastings adopted Resolution 2020-24 as amended on November 23, 2020 granting a Commercial Rehabilitation Exemption for real property, excluding land, in a Commercial Rehabilitation District at 802 W. State Street for a period of 10 years beginning December 31, 2020 and ending on December 30, 2030 for Hastings Center, LLC.; and

WHEREAS, Hastings Center, LLC sold the property at 802 W. State Street to 800 W State St., LLC on December 8, 2022; and

WHEREAS, 800 W. State St., LLC applied for Commercial Rehabilitation Exemption Certificate to the City of Hastings on July 29, 2024; and

WHEREAS, Act 210 of 2005 207.853 Section 13 allows a commercial rehabilitation exemption certificate to be transferred and assigned by the holder of the certificate to a new owner of the qualified facility if the local government unit approves the transfer after application by the new owner; and

WHEREAS, 800 W. State St, LLC is requesting the City of Hastings to approve the transfer of the Commercial Rehabilitation Exemption Certificate from Hastings Center, LLC to 800 W. State St, LLC;

THEREFORE, BE IT RESOLVED, By the City Council of the City of Hastings

Be and hereby is granted approval of the transfer and assignment of a Commercial Rehabilitation Exemption Certificate for the real property, excluding land, located in Commercial Rehabilitation District at 802 W. State St. from Hastings Center, LLC to 800 W. State St., LLC.

A motion to adopt the foregoing resolution being offered by Member _____, with support by Member _____:

YEAS:

NAYS:

ABSENT:

MOTION DECLARED ADOPTED.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 12th day of August 2024, by the City Council of the City of Hastings, by a vote of _____members voting in favor thereof, _____ members voting against and _____members absent.

Linda Perin, City Clerk

Application for Commercial Rehabilitation Exemption Certificate

Issued under authority of Public Act 210 of 2005, as amended

LOCAL GOVERNMENT UNIT USE ONLY	
▶ Application No	▶ Date Received

STATE USE ONLY	
▶ Application No	▶ Date Received

Read the instructions page before completing the form. **This application should be filed after the commercial rehabilitation district is established.** The applicant must complete Parts 1, 2 and 3 and file the application form (with required attachments) with the clerk of the local governmental unit (LGU). Attach the legal description of property on a separate sheet. This project will not receive tax benefits until approved by the State Tax Commission (STC). Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the STC.

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)			
Applicant (Company) Name (applicant must be the owner of the facility) 800 W State St LLC		NAICS or SIC Code 531120	
Facility's Street Address 760 W State Street	City Hastings	State MI	ZIP Code 49058
Name of City, Township or Village (taxing authority) Hastings	County Barry	School District Where Facility is Located Hastings	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village			
Date of Rehabilitation Commencement (mm/dd/yyyy)	Planned Date of Rehabilitation Completion (mm/dd/yyyy)		
Estimated Cost of Rehabilitation	Number of Years Exemption Requested (1-10) 10		
Expected Project Outcomes (check all that apply)			
<input checked="" type="checkbox"/> Increase Commercial Activity	<input checked="" type="checkbox"/> Retain Employment	<input checked="" type="checkbox"/> Revitalize Urban Areas	
<input type="checkbox"/> Create Employment	<input checked="" type="checkbox"/> Prevent Loss of Employment	<input checked="" type="checkbox"/> Increase Number of Residents in Facility's Community	
No. of jobs to be created due to facility's rehabilitation	No. of jobs to be retained due to facility's rehabilitation	No. of construction jobs to be created during rehabilitation	
PART 2: APPLICATION DOCUMENTS			
Prepare and attach the following items:			
<input type="checkbox"/> General description of the facility (year built, original use, most recent use, number of stories, square footage)	<input type="checkbox"/> Statement of the economic advantages expected from the exemption		
<input type="checkbox"/> Description of the qualified facility's proposed use	<input type="checkbox"/> Legal description		
<input type="checkbox"/> Description of the general nature and extent of the rehabilitation to be undertaken	<input type="checkbox"/> Description of the "underserved area" (Qualified Retail Food Establishments only)		
<input type="checkbox"/> Descriptive list of the fixed building equipment that will be a part of the qualified facility	<input type="checkbox"/> Commercial Rehabilitation Exemption Certificate for Qualified Retail Food Establishments (Form 4753) (Qualified Retail Food Establishments only)		
<input type="checkbox"/> Time schedule for undertaking and completing the facility's rehabilitation			
PART 3: APPLICANT CERTIFICATION			
Name of Authorized Company Officer (no authorized agents) Lance Lazarus		Telephone Number 786-206-6135	
Fax Number		E-mail Address property.management@gmp-llc.com	
Street Address 1221 Brickell Avenue, Suite 1400	City Miami	State FL	ZIP Code 33131
<i>I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 210 of 2005, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Rehabilitation Exemption Certificate by the State Tax Commission.</i>			
<i>I further certify that this rehabilitation program, when completed, will constitute a rehabilitated facility, as defined by Public Act 210 of 2005, as amended, and that the rehabilitation of this facility would not have been undertaken without my receipt of the exemption certificate.</i>			
Signature of Authorized Company Officer (no authorized agents)		Title Manager	Date 7/29/2024



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: 1500 Star School Road Industrial Property

Meeting Date: August 12, 2024

Recommended Action:

Approve the Mayor and City Clerk to sign a listing agreement extension from August 16, 2024 to December 31, 2024 and price reduction from \$99,900 to \$79,900 with Miller Real Estate for city-owned industrial property located at 1500 Star School Road.

Background Information:

City Council adopted Resolution 2023-04 on February 13, 2023 allowing the Mayor and City Clerk to enter into a sales listing agreement with Miller Real Estate and authorized the Mayor and City Clerk to enter into a purchase agreement upon receipt of an acceptable offer. On February 12, 2024, City Council approved an extension of the initial agreement until August 16, 2024.

Coupled with the looming maturity date, Miller Real Estate has not received any substantial interest in the parcel at the \$99,900 asking price. City staff and Miller Real Estate agree that a reduction in the asking price to \$79,900, or \$5,548.41 per acre, is warranted. Staff is recommending that Council approve allowing the Mayor and City Clerk to execute a listing extension agreement from August 16, 2024 to December 31, 2024 with sales price reduction to \$79,900.

Financial Implications:

Sale of the subject property will result in a non-recurring revenue source for the General Fund.

Attachments:

- Listing Extension Agreement



WEST MICHIGAN REGIONAL AMENDMENT TO LISTING AGREEMENT OR BUYER AGENCY CONTRACT

(Complete only one section below)



SECTION 1: AMENDMENT TO LISTING AGREEMENT

MLS# 23004969

Property Address (or description) 1500 Star School Rd, Hastings, MI 49058

☒ Change price from 99,900.00 to 79,900.00

☐ Change terms from _____ to _____

☒ Change expiration date from 08/16/2024 to 12/31/2024

☐ Change the status on the MLS to Withdrawn as of _____ (date). A withdrawal is not a termination of the Listing Agreement.

☐ Change the status on the MLS from Withdrawn to Active as of _____ (date).

☐ Other: _____

The undersigned hereby request that the present Listing Agreement, reference to which is hereby made, be amended in the foregoing respects and specifically agreed that said Listing, as herein amended, shall continue for the remainder of its original term, or its term as amended.

SECTION 2: AMENDMENT TO BUYER AGENCY CONTRACT

Name of Buyer on Buyer Agency Contract _____

☐ Change expiration date from _____ to _____

☐ Other: _____

The undersigned hereby request that the present Buyer Agency Contract, reference to which is hereby made, be amended in the foregoing respects and specifically agreed that said Contract, as herein amended, shall continue for the remainder of its original term, or its term as amended.

Date: _____

The undersigned hereby acknowledges receipt of a copy of this contract.

☐ Buyer ☒ Seller ☐ Landlord (check one)

☐ Buyer ☒ Seller ☐ Landlord (check one)

Justin Peck
Broker (or licensed, authorized office manager) Signature

dotloop verified
07/29/24 7:21 PM EDT
KAYE-BLUNZ-EDWP-VNKK



Regular Council Agenda Item Memorandum

To: City Council

From: Chief Jordan

Subject: 4 Sets of Personal Protective Clothing

Meeting Date: August 12th 2024

Recommended Action:

Motion to approve the purchase of four (4) sets of Personal Protective Clothing (turnout coat & pants)
From Allied Fire Sales in the amount of \$10,458.56

Background Information:

NFPA/ISO requires that all firefighters involved in structural or Class A & B fire must wear NFPA approved clothing not to exceed 10 years from date of manufacturing. These 4 sets will replace sets that have exceeded 10 years of age. We received cost-information from two vendors and Allied was the most cost effective and provides the same gear as what we have been using.

Financial Implications:

This purchase is a budgeted item and is projected to be \$980 under the budgeted amount.

Attachments:

- Quote from Allied Fire Sales



Regular Council Agenda Item Memorandum

Allied Fire Sales & Service LLC
16194 144th Ave
Spring Lake, MI 49456
+1 6162293613
customerservice@alliedfiresales.com
www.alliedfiresales.com



Estimate

ADDRESS
Chief Jordan
Hastings Fire Department
110 E. Mill St
Hastings, MI 49058
United States

ESTIMATE # 5209
DATE 07/12/2024
EXPIRATION DATE 08/12/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Innotex RDG 40	PIONEER™ - Color: Gold STEDAIR® 3000 DEFENDER® M NP - Color: Brass THL 240.2 TPP 43.6 See the attached configuration.	4	2,579.64	10,318.56
Shipping	Estimated	4	35.00	140.00
TOTAL				\$10,458.56

Accepted By

Accepted Date

TERMS: A 2 % per month (24% annual) penalty will be added on past due invoices. \$5.00 per month minimum. All legal and collection fees will be debtors responsibility. 20% restocking fee for all returned items. 3% will be added to all invoices paid by Credit Card.



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Proposal by MCSA Group for Police Department Workspace Improvements

Meeting Date: August 12, 2024

Recommended Action:

Motion to approve the proposal by MCSA Group for professional services for police department workspace improvements for a sum of \$6,500.

Background Information:

The second floor of City Hall was remodeled when the City purchased this building in the 1990s. The operations, technology, and required procedures of the police department have changed considerably since that time leading to revised workspace requirements. We considered constructing a public safety building to house both the police and fire departments, but it was cost-prohibitive to do so. As such, we propose to remodel the existing office space to better suit the department's needs as best as possible in the available space. This will include increasing space in the patrol room, creating an evidence processing area, improving safety, and creating more efficient work areas.

To accomplish this, we need an architect to program the space, create design and permit documents, and develop a cost estimate. This is included in the proposal by MCSA.

Financial Implications:

This was a budgeted expense for 2024-2025.

Attachments:

- Proposal by MCSA Group



**MCSA
GROUP, INC.**

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

August 2, 2024

Ms. Sarah Moyer-Cale
City Manager
City of Hastings
201 E. State Street
Hastings, MI 49058

RE: Fee Proposal for professional services for the Police Department Improvements at the City Hall Building.

Dear Sarah,

We are pleased to continue working with the City of Hastings on re-designing interior spaces at the Police Department office space located on the 2nd floor of the City Hall Building. The scope includes preparation of the permit documents.

The requested professional services for this project scope at the Police Department office are based on following tasks:

1. Preliminary Design:

- A. On site Inventory of current conditions & meeting.
- B. Programming of current / future special needs.
- C. Improvements Design documents & review meeting.
- D. Final Improvements Permit documents.
- E. Cost Estimate.

Our professional services fee is not to exceed sum of \$ 6,500.00.

Any additional professional services are available at the hourly rate provided upon request.

Thank you for the opportunity to continue collaborating with you and the City of Hasting Police Department.

Sincerely,

MCSA Group, Inc.

Jolanta Stecka, R.A.

Vice President

jstecka@mcsagroup.com

dir.: 616-916-2417

529 Greenwood Avenue S.E. • East Grand Rapids, Michigan 49506 • 616-451-3346 • FAX 616-451-1935

Sarah Moyer-Cale
August 2, 2024
Page 2

Accepted and agreed upon this _____ day of _____, 2024.

Accepted by: _____

Title: _____

City of Hastings
201 E. State Street
Hastings, MI49058



Regular Council Agenda Item Memorandum

To: City Council

From: Fire Chief Mark Jordan

Subject: Repairs to 1999 Ladder truck (836)

Meeting Date: August 12th 2024

Recommended Action:

Motion to approve Allied Fire Sales to complete engine repairs to our 1999 ladder truck (836) \$5991.62

Background Information:

The truck is a 1999 Sutphen 100ft Aerial platform with 9,900 miles and 2000 hours. During the annual testing in July 2024, it was discovered the water pump has begun to fail allowing the truck to overheat during heavy pumping operations. During NFPA pump testing the truck must maintain the engine at normal operating temperatures.

The body of the truck is in good condition and although it is approaching the 25-year point. Spending this money will give us time to evaluate future needs of the city when it comes to an aerial apparatus.

Financial Implications:

The total cost of the project \$5,991.62 which is budgeted in the department's maintenance category.

Attachments:

- Quote and Contract



Regular Council Agenda Item Memorandum



Estimate

07/18/2024

Estimate #:

51111

Allied Fire Sales & Service LLC
16194 144th Ave.
Spring Lake, MI 49456

Phone 616-318-8443
Email jmausolf@alliedfiresales.com
Web

Fax

Hastings Fire Department
110 E. Mill St
Hastings, MI 49058

Truck 836
Make sutphen
Model ladder
Color RED
Odometer 0
VIN 1S9A3JLE7Y1003048
Next Srvc 01/02/2025

269-945-5384

Fleet Code 836

Item	Description	Quantity	Unit Price	Tax	Total
Labor					
LAB	Labor	24.00	\$125.00	\$0.00	\$3000.00
3522077	Water Pump	1.00	\$1917.24	\$0.00	\$1917.24
2477133	Temperature Regulator	1.00	\$93.09	\$0.00	\$93.09
3S9643	Housing Seal	1.00	\$24.00	\$0.00	\$24.00
7E7912	Cover Gasket	1.00	\$5.15	\$0.00	\$5.15
6PXL50	Green Pride LX 50/50 Coolant	1.00	\$10.14	\$0.00	\$10.14
Transportation Labor					
LABOR - TRANSPORTATION	Labor	4.00	\$72.00	\$0.00	\$288.00
Pump Test w/ gear case oil change 1750-2000 GPM					
PUMP TEST - 1750-2000	Labor	1.00	\$450.00	\$0.00	\$450.00
SS	Shop Supplies	1.00	\$204.00	\$0.00	\$204.00
Subtotal					\$5991.62
Total					\$5991.62

Payment Terms: 30DAYS

Invoice Notes

Quote is for the replacement of the water pump and temperature regulator due to apparatus over heating during pump test.

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

Repair Facility # - F169737

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



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Extension of Metro Act Permit for KEPS Technologies, Inc

Meeting Date: August 12, 2024

Recommended Action:

Motion to approve the Metro Act Permit Extension request by KEPS Technologies for a five year period ending August 15, 2029.

Background Information:

KEPS Technologies, (DBA ACD.net), is requesting a five-year extension of their Metro Act Permit with the City allowing them to continue to operate within the public right-of-way. This is for telecommunications infrastructure. My understanding is that they presently have eight poles in our right-of-way for their use, installed in 2014.

Financial Implications:

None.

Attachments:

- Permit extension form
- Signed Metro Act Permit 2014



April 25th 2024

City of Hastings
201 E State Street
Hastings, MI 49058

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear City of Hastings,

At this time, KEPS Technologies, Inc. dba ACD.net would like to extend the existing METRO Act we have with your municipality. Our current agreement expires on 8/15/2024. We would like to extend that to 8/15/2029.

If you are in agreement with this extension, please sign this agreement on the lines provided below and return within 30 days to KEPS Technologies, Inc. dba ACD.net at the address listed on the letterhead or emailed to osp@acd.net. ACD will countersign and return a copy for your files.

Additional information regarding this renewal request and other METRO Act information, may be found at <http://www.michigan.gov/mpsc/>.

If you have any questions, please contact the Permitting Department at 517-999-9999 or at OSP@acd.net.

Thank you for your time and cooperation in this matter that both benefits you and your constituents.

Agreed to on behalf of
City of Hastings

Name: _____

Signature: _____

Its: _____

Date: _____

KEPS Technologies, Inc. dba ACD.net
acknowledges receipt of this Permit
Extension granted by

Name: _____

Signature: _____

Its: _____

Date: _____

KEPS Technologies, Inc. d/b/a ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906

517.999.9999

**METRO Act
Unilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

This permit issued this 11th day of Aug, 2014 by _____ City Of Hastings

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's Clerk, or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean City of Hastings, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean ACD Telecom organized under the laws of the State of Michigan whose address is 1800 N. Grand River Avenue Lansing MI 48906.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.
 - 2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.
 - 2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.
- 2.2 Overlashing. Permittee shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:
 - 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is Phil Brown, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-3213 Fax: (517)999-3993 Email: brown.phil@acd.net.
 - 3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Phil Brown, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-3213 Fax: (517)999-3993 Email: brown.phil@acd.net..
 - 3.1.3 The name, title, address, e-mail address and telephone numbers of

Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Russell Allswede, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)899-5609 Fax: (517)999-3993 Email: Allswede.Russell@acd.net.

3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Russell Allswede, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)899-5609 Fax: (517)999-3993 Email: Allswede.Russell@acd.net.

3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency is (517)999-9999 option #1.

3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions

as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.
- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public

Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be

amended.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.
- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors

shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities,

commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).

- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any

premium on any insurance policy required to be furnished hereunder.

- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 5 years from the Date of Issuance; or
 - 7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or
 - 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
 - 7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
 - 7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time

construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to City Clerk, 201 E. State St., Hastings, MI 49058

12.1.2 If to Permittee, to Kevin Schoen, ACD Telecom, Inc., 1800 N. Grand River Avenue, Lansing, Michigan 48906 Phone: (517) 999-9999 Fax: (517) 999-3993 Email: Schoen.kevin@acd.net.

- 12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).
- 13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.
- 13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Hastings

By: _____

Its: _____

Date: _____

[Handwritten signature]

Clock

8-15-2014

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

ACD.net

By: _____

Its: _____

Date: _____

KWR Shewchuk

Cfo

6/30/14



Regular Council Agenda Item Memorandum

To: City Council

From: Fire Chief Mark Jordan

Subject: Sales of unused SCBA Air packs

Meeting Date: August 12th, 2024

Recommended Action:

Motion to approve Chief Jordan to trade unused SCBA and bottles to Allied Fire Sales in the amount of \$20,000 as a credit to the department.

Background Information:

Over the last 3 years, the department has continued purchasing air packs and spare bottles annually. During the changes that have been made to the department over the last 12 months, we no longer have a use for 10 SCBA packs and 32 bottles. This is primarily due to a reduction of department vehicles. The packs and bottles are expensive to maintain needing annual testing at \$250 per pack which will be wasted as the packs are in storage. The City's asset disposition policy requires Council approval for sale of assets with substantial value.

Financial Implications:

The \$20,000 will be placed in a credit account with Allied Fire Sales to be used to purchase safety and firefighting equipment throughout the year.

Attachments: Quote

- Quote and Contract



Regular Council Agenda Item Memorandum



16194 144th Ave
Spring Lake, MI
49456

To: Whom it may concern
From: Allied Fire Sales & Service – Josh Mausolf
Date: 07/30/2024
RE: Purchase of Intersprio Air Packs

Allied Fire Sales & Service would like to purchase the proposed ten (10) Interspiro S9 air packs as listed by Chief Jordan. Along with the ten air packs, there were also a total of 32 SCBA bottles included in the sales list.

Allied Fire Sales & Service would like to make an official offer to the City of Hastings Fire Department for the purchase of all ten (10) air packs as listed in the attached sheet, along with the thirty two (32) SCBA bottles listed. The official offer amount is twenty thousand dollars and zero cents (\$20,000.00). Should the City of Hastings Fire Department accept this offer, a credit for the amount of \$20,000.00 dollars shall be placed on the account of City of Hastings Fire Department for future purchases. No cash shall be exchanged for the purchase of the air packs and SCBA bottles.

Upon acceptance, both parties Allied Fire Sales & Service (Buyer) and City of Hastings Fire Department (Seller) shall sign this agreement.

Josh Mausolf
Allied Fire Sales & Service

City of Hastings Fire Department

07/30/2024
Date: _____



Regular Council Agenda Item Memorandum

To: City Council

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

Subject: 2024 Miscellaneous Survey Projects

Meeting Date: August 12, 2024

Recommended Action:

Motion to approve Burgess Surveying's proposal for 2024 Miscellaneous Survey Projects for the sum of \$9,250.

Background Information:

There are several situations in the city where survey work is necessary to resolve existing issues. A known issue is existing sanitary and storm sewer built without a utility easement at the current Serenity Village property and former Britney Estates phase 2 property. The city has had correspondence and meetings with Serenity Village and they agree to the formalization of easements for the city's utilities. The parcel directly west of Serenity Village (former Britney Estates Phase 2) also has infrastructure built but is not connected. Easement locations should be identified and an easement document prepared for any future developments.

In addition to this, I have also identified errors in the Act 51 map that is certified yearly. This is the official map used for funding our streets using government sources. There are four sections of street that are not shown on the map yet are maintained by DPS and are known existing rights-of-way (ROW).

Lastly, on E. State Street it has been discovered that some of the sidewalk may be on private property. This will need to be verified and potential ROW acquisition may result. This is significant because this is identified as a future Small Urban funded grant project. The sidewalk must be in a right of way or easement for improvements to occur.



Regular Council Agenda Item Memorandum

Financial Implications:

This project will be funded by the Department of Public Services Admin Engineering Services item, which has a budget of \$20,000.

Attachments:

- Proposal Letter and Maps
- Survey Bid Tab
- Burgess Surveying Proposal Letter



City of *Hastings* Michigan

From the Office of:
Director of Public Services
Travis J. Tate, P.E.
(269) 945-6006

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

201 E. State Street 49058

July 12, 2024

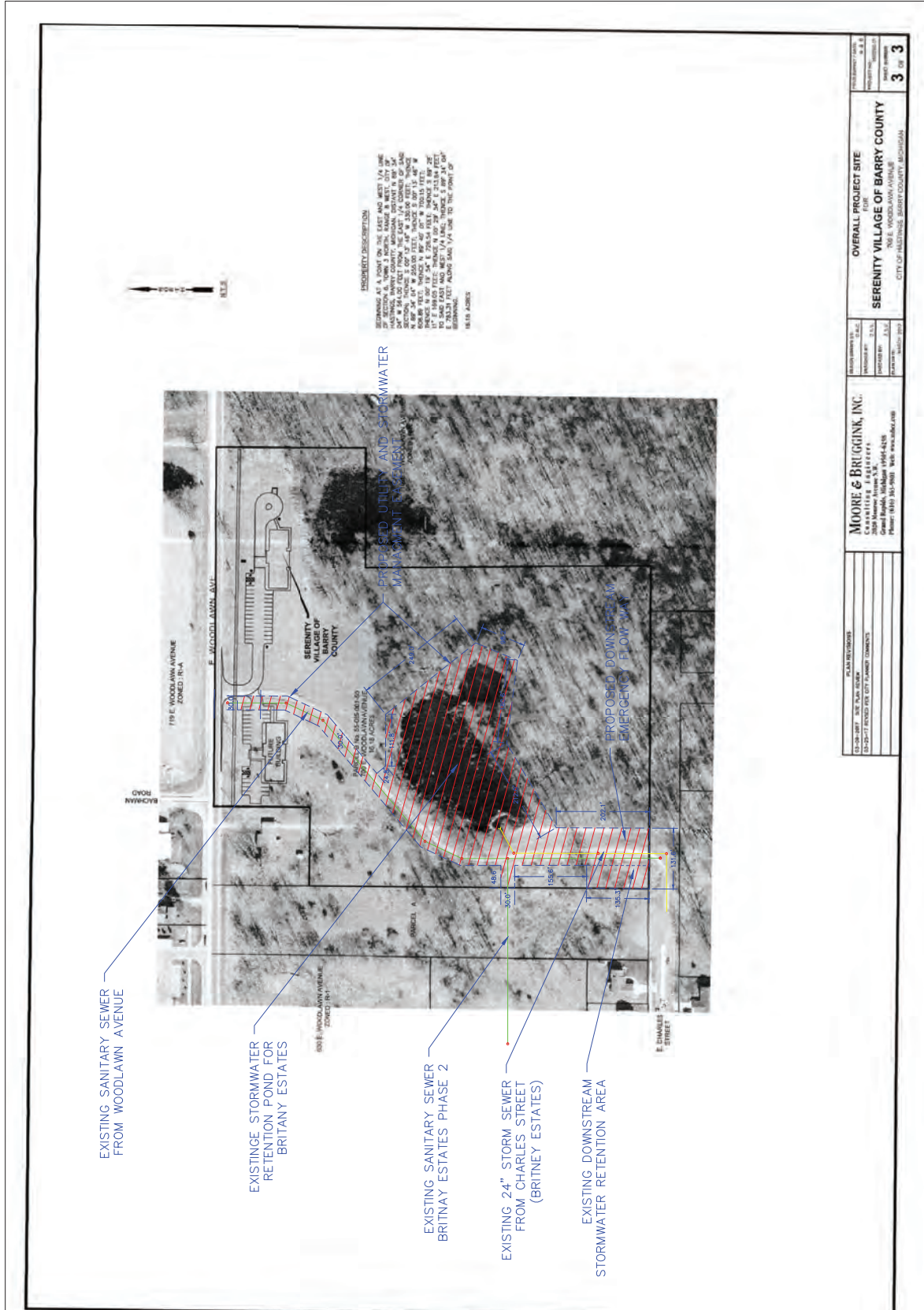
Subject: 2024 Proposed Survey Project for The City of Hastings

To whom it may concern:

The City of Hastings is soliciting for the 2024 Proposed Survey Project. The project includes various areas and types of survey services, but the purpose is to bundle them together. They include utility easements, adding new segments to our Act 51 Map, and identifying sidewalk that is currently located on private property and would need additional easement for future improvements.

The list of areas and types of survey services are as follows:

- Serenity Village of Barry County Utility Easement.
 - There is existing sanitary, storm sewer, and retention pond installed and operating across this property. This installed for phase 1 of Britany Estates development. It was placed without a utility easement.
 - Identify the location of the utilities and retention pond in a survey.
 - Identify the property lines
 - Describe a utility easement using the Serenity Village Utility Easement sketch attached.
- 1107 N. Ferris Avenue Utility Easement.
 - There is an existing sanitary sewer installed, but is not operating on this property. This was installed for phase 2 of Britany Estates development. It was also placed without an easement.
 - Identify the location of the utility in a survey.
 - Identify the property lines.
 - Describe a utility easement using the 1107 N Ferris Ave - Utility Easement sketch attached.
- Act 51 New Addition - N. Jefferson Street.
 - Jefferson Street addition requires a center line description from the centerline of Blair Street to the centerline of Jefferson Street at the point of ending.
 - See attached sketch for reference.
- Act 51 New Addition – Hayes and Jackson Street.
 - Hayes Street addition requires a center line description from the centerline of E. State Street to the centerline of Railroad Street.
 - Jackson Street addition requires a center line description from the centerline of Railroad Street to the centerline of the point of ending.
 - See attached sketch for reference.





City of Hasting
1107 N. Ferris Ave.
Proposed Easement



Map Publication:
07/11/2024 3:52 PM



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City of *Hastings* Michigan

From the Office of:
Director of Public Services
Travis J. Tate, P.E.
(269) 945-6006

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

201 E. State Street 49058

- Act 51 New Addition – Kelly Street.
 - Kelly Street addition requires a center line description from the centerline of Grant Street to the centerline of Jefferson Street at the point of ending.
 - See attached sketch for reference.
- Sidewalk Right of Way Issues along State Street.
 - Locate existing sidewalks in relation to the Right of Way.
 - Provide a description of needed Right of Way acquisition.
 - See attached sketch for reference.

We will prefer to bundle these projects together, but because of possible budget restraints we will request separate prices for the utility easements, Act 51 additions and sidewalk ROW issues.

The general schedule anticipated is as follows:

Receive proposals:	Thursday August 1, 2024
Council Approval:	Monday, August 12, 2024
Survey/Cadd/Easmt:	Sept. 23 through Nov. 1, 2024
City Review:	Nov. 1 Through Nov. 15, 2024
Final revisions and Deliverables:	Nov. 15 through Nov. 22, 2024

Please let me know if you have any questions.

Sincerely,


Travis Tate, P.E.

Director of Public Services
City of Hastings
201 E. State Street
Hastings, MI 49058

"Plan.Build.Maintain. . . Improving for the future."



Hamond Hills Additional Parking New South Alternative



Map Publication:
04/04/2024 3:32 PM



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CITY OF HASTINGS
ACT 51 ROW Additions



Map Publication:
07/09/2024 1:05 PM



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City of Hastings
ACT 51 Addition



Map Publication:
07/10/2024 2:32 PM

20m
60ft

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CITY OF HASTINGS
SIDEWALK/ROW ISSUES



Map Publication:
07/09/2024 12:00 PM



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CITY OF HASTINGS
SIDEWALK/ROW ISSUES



Map Publication:
07/09/2024 12:09 PM



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CITY OF HASTINGS
SIDEWALK/ROW ISSUES



Map Publication:
07/09/2024 12:12 PM



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Map Publication:
07/09/2024 12:15 PM



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Survey Proposal

August 1, 2024

Prepared For: Travis Tate
Director of Public Services
City of Hastings

Project: 2024 Survey Project for the City of Hastings

Description of Survey Services:

- 1) Complete services appropriate to provide requested easements and new Act 51 Map segments pursuant to the scope of work detailed in the RFP letter dated July 12, 2024.

A summery list of survey areas and services are as follows:

- Serenity Village of Barry County Easement
- 1107 N. Ferris Avenue Easement
- Act 51 New Addition - N. Jefferson Street
- Act 51 New Addition - Hayes and Jackson Street
- Act 51 New Addition - Kelly Street
- Sidewalk Right-of-Way Issues along State Street

Our bid price for the above services is:.....\$9250.00

Accepted & Approved

Date

Sincerely,

Jordan Burgess

Jordan Burgess
jordan@burgesssurveying.com



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Delegating Authority to Conduct a Public Hearing to the Brownfield Redevelopment Authority

Meeting Date: August 12, 2024

Recommended Action:

Motion to adopt Resolution 2024-23 delegating the authority to conduct a public hearing to the Brownfield Redevelopment Authority.

Background Information:

The developers (420 E. Mills, LLC) for the property located at the former Royal Coach site at 328 and 420 E. Mill Street have submitted an amendment to the Brownfield Plan last amended on May 27, 2021. The developer is proposing to construct 3, three-story buildings that will contain approximately 165,640 sf of residential space and one commercial building containing approximately 15,080 sf to house a community food and arts center. The residential portion will contain approximately 135 units varying from one-, two-, and three-bedroom units. Surface parking will be available for both the residential and commercial uses. The developer is seeking to utilize the new Housing TIF program and intends to designate twenty percent (20%) of the units (27 units) for tenants earning 100% area median income or less. The Project will facilitate the development of housing projected to be rented to households earning 80% and 100% or less of the area median income. The City of Hastings is projecting an increase in housing demand of at least 10% by 2032, as identified in the Barry County Housing Toolkit. The total capital investment is estimated to be \$32.3 million and the project is expected to create five new full-time jobs.

By adopting Resolution 2024-23, the authority to conduct the public hearing to hear comment from the public regarding the Brownfield Plan Amendment will be delegated to the Brownfield Redevelopment Authority. The public hearing will be properly noticed with the public hearing to be conducted at the September 26, 2024 Brownfield Redevelopment Authority regular meeting.



Regular Council Agenda Item Memorandum

Pending approval of the amended Brownfield Plan by the Brownfield Redevelopment Authority, the amended plan will be referred to City Council for consideration of adoption via a Council Resolution.

Financial Implications:

None at this time.

Attachments: Resolution 2024-23

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

RESOLUTION NO. 2024-23

**RESOLUTION DELEGATING AUTHORITY FOR PUBLIC HEARING
PROCESS TO THE CITY BROWNFIELD REDEVELOPMENT AUTHORITY IN
ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC
ACTS OF THE STATE OF MICHIGAN 1996, AS AMENDED**

WHEREAS, the City of Hastings established a Brownfield Plan in accordance with Act 381 of the Public Acts of the State of Michigan 1996, as amended, on May 27, 2021 (Act 381"); and

WHEREAS, the City Council established a Brownfield Redevelopment Authority Board (the "Authority") to administer the City's Brownfield Plan on August 25, 1997; and

WHEREAS, 420 E. Mills, LLC has submitted a Brownfield Plan Amendment for property located at 328 and 420 East Mill Street: and

WHEREAS, the City Council believes it is in the public interest for the Authority to conduct the public hearing process required for the amendment of the Brownfield Plan.

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

In accordance with Section 14(1) of Act 381, The City Council hereby delegates to the Authority the responsibility for conducting the public hearing on the amendment to the Brownfield Plan and providing notice of such hearings as required by the Act.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, repealed.

A motion to adopt the foregoing resolution being offered by Member _____, with support by Member _____ :

YEAS:

NAYS:

Absent:

MOTION DECLARED ADOPTED.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Hastings at a regular meeting held on the 12th day of August, 2024, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Michigan Public Acts of 1976, as amended.

Linda Perin
City Clerk



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Commercial Rehabilitation District

Meeting Date: August 12, 2024

Recommended Action:

Schedule a public hearing for the August 26, 2024 City Council Meeting to hear comment and make a determination on the establishment of a Commercial Rehabilitation District for property located at 328 and 420 East Mill Street (former Royal Coach site).

Background Information:

The developers for the property (420 E. Mills, LLC) located at the former Royal Coach site have requested that City Council consider creating a Commercial Rehabilitation District for the parcels located at 328 and 420 East Mill Street. The Commercial Rehabilitation Act, PA 210 of 2005 affords a tax incentive for the primary purpose and use of a commercial business or multi-family residential facility. The property must be located within an established Commercial Rehabilitation District. Exemptions are approved for a term of 1-10 years, as determined by the local unit of government.

The intended use of 328 and 420 E. Mill Street as both a multi-family residential facility (130+ units) and a commercial business (food hub) meets the criteria for a Commercial Rehabilitation District.

The public hearing is held to hear comment and make a determination on the establishment of a Commercial Rehabilitation District. City Council would establish the district by resolution after conclusion of the public hearing.

Once a Commercial Rehabilitation District is established, a developer can apply for a Commercial Rehabilitation Exemption Certificate. Before acting on the application, the City must conduct a public hearing and give notice to the applicant, assessor, a representative of the affected taxing units, and the public.



Regular Council Agenda Item Memorandum

Financial Implications:

None at this time.

Attachments: None

SUB-GRANT AGREEMENT

THIS SUB-GRANT AGREEMENT, effective as of August 8, 2024 (“**Effective Date**”), is between The Right Place Inc. (“**The Right Place**”), a Michigan nonprofit organization, whose address and principal office is 125 Ottawa Avenues NW, Suite 400, Grand Rapids, Michigan 49503, and the City of Hastings (“**Sub-Grantee**”), whose address and principal office is 201 E. State Street, Hastings, Michigan 49058. The Right Place and Sub-Grantee are referred to here as the “**Parties**.”

RECITALS

- A. Pursuant to Public Act 1 of 2023, effective January 31, 2023, the Michigan legislature appropriated One Hundred Million Dollars (\$100,000,000) to be deployed by the Michigan Economic Development Corporation (“**MEDC**”) for community revitalization and placemaking grants to projects that enable population and tax revenue growth through rehabilitation of vacant and blighted buildings and historic structures, rehabilitation and development of vacant properties, and development of permanent place-based infrastructure associated with social zones and traditional downtowns, outdoor dining, and place-based public spaces.
- B. On April 25, 2023, The MEDC created the Revitalization and Placemaking 2.0 Program (the “**RAP 2.0 Program**” or “**Program**”) to provide grants for the purpose of administering the appropriated funds of \$100,000,000.
- C. The Right Place submitted to the MEDC an Application for Program Assistance dated June 30, 2023.
- D. On October 5, 2023, the MEDC approved a grant award to The Right Place for the amount of up to the lesser of: (i) 50% of the cumulative Eligible Costs for all Sub-Grant Projects plus the Administrative Amount; or (ii) an amount not to exceed Six Million One Hundred Seventy Thousand Seven Hundred Forty-Four dollars, inclusive of the Administrative Amount (the “**Grant**”).
- E. The project to be undertaken by Sub-Grantee involves the real property located at State Street between Broadway and Boltwood, Hastings, Michigan 49058 and as will be more particularly described in the Sub-Grantee’s **Exhibit B** (the “**Property**”), and involves Eligible Costs related to the following Revitalization or Placemaking project: the City of Hastings Streetscape Improvement (the “**Project**”).
- F. The Right Place has agreed to grant to Sub-Grantee some of its the RAP 2.0 Grant funds which will be used by Sub-Grantee to pay for Eligible Costs on its Sub-Grant Project related to Revitalization or Placemaking, subject to the terms set forth in this Agreement (the “**Sub-Grant**”).

In consideration of the mutual duties and obligations of the Parties, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree:

ARTICLE I

DEFINITION

Section 1.1. Defined Terms. All capitalized terms in this Agreement shall have the respective meanings set forth in **Exhibit A**.

Section 1.2. Construction of Certain Terms. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; and (ii) words using the singular or plural number also include the plural or singular number.

ARTICLE II

GRANT

Section 2.1. Sub-Grant Commitment. Subject to this Agreement, and in reliance upon the representations and warranties of Sub-Grantee set forth in this Agreement (including those in Article III), The Right Place agrees to make, and Sub-Grantee agrees to accept, the Sub-Grant.

Section 2.2. Sub-Grant Manager. The Right Place shall designate a Sub-Grant Manager to administer this Agreement and monitor the performance of Sub-Grantee and Sub-Grant Disbursements under this Agreement. The initial Sub-Grant Manager is: Tim Mroz, Senior Vice President, Community Development, 125 Ottawa Ave, Grand Rapids, MI 49503, mrozt@rightplace.org. The Sub-Grant Manager may be changed at the discretion of The Right Place.

Section 2.3. Key Milestones. To receive Sub-Grant Disbursements, Sub-Grantee agrees to timely comply with the Key Milestones set forth in **Exhibit C**. Key Milestone One allows for reimbursement up to fifty percent (50%) of Eligible Costs submitted per Sub-Grant Project. Key Milestone Two allows for reimbursement of up to fifty percent (50%) of Eligible Costs submitted that have not already been reimbursed per Sub-Grant Project, not to exceed the remaining amount of the Sub-Grant Project Maximum Grant Amount.

Section 2.4 Grant Disbursement.

(a) Subject to the terms and conditions of this Agreement, including the absence of a Default or Event of Default and Sub-Grantee having timely provided to The Right Place's satisfaction **Exhibit B** and all the documentation and information required for the then-applicable Key Milestone described in **Exhibit C** (including, a copy of Sub-Grantee's fixed maximum price contract and site plans for the Sub-Grant Project), Sub-Grantee may request and receive Sub-Grant Disbursements for Eligible Costs from the Sub-Grant Manager pursuant to this Section 2.4. Sub-Grantee may only submit one Reimbursement Request for each Key Milestone per Sub-Grant Project.

(b) Sub-Grantee may submit a Reimbursement Request to the Sub-Grant Manager for Eligible Costs (i) of up to fifty percent (50%) of the Eligible Costs submitted, not to exceed fifty percent (50%) of the applicable Sub-Grant Project Maximum Grant Amount for Key Milestone One; and, upon Sub-Grant Project completion, up to fifty percent (50%) of Eligible Costs submitted, not to exceed the remaining balance of the applicable Sub-Grant Project Maximum Grant amount for Key Milestone Two. The due dates for the Key Milestones are: March 31, 2025, for Key Milestone One and September 1, 2027, for Key Milestone Two.

(c) The Reimbursement Review process is as follows: (i) each Reimbursement Request with Supporting Documentation is submitted by Sub-Grantee to the Sub-Grant Manager and the Sub-Grant Manager reviews the submission to make an initial determination of whether Sub-Grantee has demonstrated compliance with the Key Milestones and its other obligations under this Sub-Grant Agreement; (ii) upon the Sub-Grant Manager being satisfied with Sub-Grantee's Reimbursement Request and Supporting Documentation, the Reimbursement Request is submitted to the MEDC and the MEDC's Grant Manager, which ultimately determines, in its sole discretion, whether additional documentation or a site-visit is necessary to confirm whether Sub-Grantee has achieved all Key Milestones and otherwise complied with its obligations under this Sub-Grant and Sub-Grantee must timely comply with any such requests for the MEDC for additional documentation and/or for a site visit; (iii) the MEDC then makes a determination to approve or reject the Reimbursement Request based on whether the Sub-Grantee has demonstrated compliance with the Key Milestones and its other obligations under this Agreement to the satisfaction of the MEDC and the Grant Manager; (iv) the MEDC then pays approved reimbursements to The Right Place; and (v) The Right Place disburses funds via check or another agreed upon form of payment to Sub-Grantee.

(d) The MEDC's obligation to fund, and The Right Place's obligation to pay, any portion of this Sub-Grant during the Term is subject to Sub-Grantee satisfaction of the requirements of the corresponding Key Milestones, and the corresponding approval of the requested reimbursement by the Grant Manager, each satisfied in chronological order, and Sub-Grantee otherwise being in compliance with this Agreement, including, without limitation, satisfaction of all requirements, and approval thereof, of all prior Key Milestones and all reporting requirements under this Agreement. The Right Place has no independent obligation to pay Sub-Grantee if The Right Place does not receive a corresponding payment from the MEDC under the Grant.

Section 2.5. Eligible Costs.

(a) **Eligible Costs.** Provided the cost is not an Ineligible Cost and it is in accordance with the Key Milestones set forth in **Exhibit C**, Sub-Grantee may seek reimbursement for any of the following combinations of costs incurred and expended by the Sub-Grantee related to its Sub-Grant Project on or after June 30, 2022, through June 30, 2027:

Acquisition. Acquisition fees or costs for real property;

New construction. Fees or costs for alteration, new construction, improvement, demolition, or rehabilitation of buildings, including utility tap fees, and fees and costs paid to a governmental entity for permits, zoning and inspections, for the Project;

Other Alteration or Improvement. Costs associated with site improvements such as access (including ADA improvements) and streetscaping elements such as lighting, fencing, street furniture, etc.;

Site Improvement. Any fees or costs for site improvements to the Property, including a surface parking lot, parking garage, parking ramp, utilities, and public infrastructure such as roads, curbs, gutters, sidewalks, landscaping, lighting, grading, and land balancing;

Machinery and Equipment. Any fees or cost for the addition of machinery, equipment, or fixtures to the Property;

Professional Fees. Professional fees or costs for the Project for architectural services, engineering services, Phase I environmental site assessment, Phase II environmental site assessment, Baseline Environmental Assessment, or surveying, insurance, accounting and legal;

Developer Fees. Developer fees not to exceed 4% of total project costs; or

Other Costs. Any other costs as determined by the Grant Manager.

(b) **Ineligible Costs.** The following costs are ineligible under this Agreement:

Costs related to any prohibited uses described in this Agreement;

Expenses that have been or will be reimbursed under any other MSF, State, MEDC, or federal program; or

Costs related to any of the following that were not identified, or described, in The Right Place's Application: 1) residential units with a lease term of less than 30 days; 2) residential units identified as a hotel space; and/or 3) residential units identified as a short-term rental (or any other similar terminology).

(c) Sub-Grantee must only request and receive reimbursement for Eligible Costs (as described above) and in no event Ineligible Costs; and Sub-Grantee shall otherwise use Grant funds only as permitted under this Agreement.

ARTICLE III

SUB-GRANTEE'S REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties. Sub-Grantee represents and warrants to The Right Place from the Effective Date through the Term:

(a) **Organization.** Sub-Grantee is duly organized, validly existing and otherwise in good standing in the State and has the power and authority to enter into and perform its obligations under this Agreement.

(b) **Sub-Grantee's Authority.** The execution, delivery and performance by Sub-Grantee of this Agreement has been duly authorized and approved by all necessary and proper action on the part of Sub-Grantee and will not violate any provision of law, or result in the breach, be a default of, or require any further consent under any of Sub-Grantee's organizational and governing documents; or any agreement or instrument to which Sub-Grantee is a party, or by which Sub-Grantee or its property may be bound or affected. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

(c) **Consent.** Except as herein provided in this Agreement or otherwise disclosed to The Right Place, no consent or approval is necessary from any governmental or other

entity as a condition to the execution and delivery of this Agreement by Sub-Grantee or the performance of any of its obligations under this Agreement.

(d) **Full Disclosure.** Neither this Agreement nor any written statements or certificates furnished by Sub-Grantee to The Right Place or the MEDC in connection with the making of the Sub-Grant and this Agreement contain any untrue statement of material fact, or to the best of Sub-Grantee's knowledge, omit any material fact necessary to make the statements true. There are no undisclosed facts, which materially adversely affect or, to the best of Sub-Grantee's knowledge, are reasonably likely to materially adversely affect the business or properties of Sub-Grantee or the ability of Sub-Grantee to perform its obligations under this Agreement.

(e) **Litigation or Other Proceedings.** Except as has been disclosed in writing to the Right Place, to the knowledge of Sub-Grantee, there are no suits or proceedings pending or, to the knowledge of Sub-Grantee, threatened by or before any court, governmental commission, board, bureau, or other administrative agency or tribunal, which, if resolved against Sub-Grantee, would have a material adverse effect on the financial condition or business of Sub-Grantee or impair Sub-Grantee's ability to perform its obligations under this Agreement.

(f) **Compliance with Laws or Contracts.** To its knowledge, Sub-Grantee affirms that it is not and will not during the Term be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority, or be in material violation under any contracts, or other requirements for the Project, to which it is subject, and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain are reasonably likely to materially and adversely affect its business, profits, properties or condition (financial or otherwise), or impair the Sub-Grantee's ability to perform its obligations under this Agreement.

(g) **Criminal or Civil Matters.** Sub-Grantee affirms that to the best of its knowledge that it: (i) does not have any criminal convictions incident to the application for or performance of a state contract or subcontract; and (ii) does not have any criminal convictions or have not been held liable in a civil proceeding, that negatively reflects on the person's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes.

(h) **Conflict of Interest.** Sub-Grantee affirms that neither Sub-Grantee nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business, or other interest, director indirect, that would conflict in any manner with Sub-Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Sub-Grantee further affirms that neither Sub-Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of Sub-Grantee or its Affiliates or either's employees would be influenced. Sub-Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Sub-Grantee also affirms that neither Sub-Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Sub-Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Sub-Grantee will inform The Right Place regarding possible conflicts of interest which may arise as a result of such change. Sub-Grantee agrees that conflicts of interest must be resolved to the MEDC's

satisfaction or The Right Place, at the discretion and direction of the MEDC, may be forced to terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

(i) **Taxes and Utilities.** Sub-Grantee affirms that the real estate taxes and utility bills for the Property have been paid or will be paid through the Term, and that the Property is free from construction liens, and will remain free through the Term.

(j) **Change of Legal Status.** Sub-Grantee shall (a) give The Right Place written notice of any change in its name, its state organizational identification number, if it has one, its type of organization, its jurisdiction of organization, and (b) not make any change in its legal structure that would, as a matter of law, affect its surviving obligations under this Agreement, without the prior written consent of The Right Place and the MEDC, which consent shall not be unreasonably withheld.

(k) **Use of Grant Funds.** Sub-Grantee shall use all of the Grant funds only as permitted under this Agreement.

(l) **Key Milestones.** Sub-Grantee agrees to timely comply with the Key Milestones set forth in **Exhibit C**.

(m) **MEDC Required Terms.** Sub-Grantee shall comply with the representations, warranties, and obligations required by the MEDC and set forth in **Exhibit D**.

(n) **Exhibit B.** Sub-Grantee affirms that as part of this Agreement it is responsible, and will, review the information provided as **Exhibit B** to ensure it remains true and accurate to the best of Sub-Grantee's knowledge and report and seek approval of any material changes as required under Section 4.3 below.

(o) **Sub-Grantee's Interest in Property.** Sub-Grantee affirms that it is the fee owner of the Property or that it currently has rightful possession to all of the Property and has the right to develop the Project on all of the Property. If not the fee owner, Sub-Grantee shall identify the fee owner of the Property as part of its **Exhibit B** submission.

ARTICLE IV

REPORTING AND OTHER PERFORMANCE OBLIGATIONS

Section 4.1. Progress Reports. Sub-Grantee shall provide all necessary reporting documentation in a form and substance satisfactory to the Sub-Grant Manager. Sub-Grantee shall report the below information for its Sub-Grant Project projected through October 1 each year, but provide such information to the Sub-Grant Manager by no later than September 15 each year through the Term to allow the Sub-Grant Manager sufficient time to report such information to the MEDC and the Grant Manager by October 1 each year.

- (i) the amount of financial support other than State resources;
- (ii) a narrative of Eligible Costs completed during the reporting period;

- (iii) the actual amount of private investment attracted to the Sub-Grant Project;
- (iv) the amount of Grant Funds received by Sub-Grantee;
- (v) the total actual amount of square footage revitalized or added by the Sub-Grant Project. The square footage must be reported by category, including, but not limited to, commercial, residential, retail, or public space (and if applicable, the actual number of residential units revitalized or added by the Sub-Grant Project); and
- (vi) the total actual number of residential units revitalized or added by the Sub-Grant Project.

Time is of the essence for the Sub-Grantee to timely provide the above-described information and its Progress Reports to The Right Place, so The Right Place can timely meet its reporting requirements to the MEDC, including, but not limited to, being able to timely submit Reimbursement Requests and Supporting Documentation to the MEDC and its Grant Manager.

Section 4.2. Exhibit B. By no later than Key Milestone One, Sub-Grantee must have completed **Exhibit B** for the Sub-Grant Project and provided a copy of the Sub-Grant Manager. Sub-Grantee affirms that it is responsible for ensuring that the information in relation to **Exhibit B** is true and accurate to the best of its knowledge and, after Key Milestone One, the Grantee shall submit to the Sub-Grant Manager for approval any material changes to such information within ten (10) calendar days of becoming aware of such changes.

Section 4.3. Timely Reporting. Time is of the essence for Sub-Grantee to provide the information necessary for The Right Place to timely report the information required for the Sub-Grant to meet the MEDC timing requirements, including in order to timely request Sub-Grant Reimbursements through the Reimbursement Requests and Supporting Documents.

Section 4.4. Records Access and Site Visits.

- (a) Sub-Grantee shall retain all records related to this Agreement for three (3) years after the Term of this Agreement. In addition, Sub-Grantee shall provide a copy of such records upon the request of the Sub-Grant Manager.
- (b) For three (3) years after the Term of this Agreement, Sub-Grantee shall (i) cooperate with any and all MEDC audit requests, access to records, or State inspections, and (ii) Sub-Grantee shall allow MEDC to conduct site visits.

Section 4.5. Comply with Grant Requirements. Sub-Grantee must comply with all the requirements, reporting or otherwise, set forth in the RAP 2.0 Program Grant Agreement between The Right Place and the MEDC, with an effective date of June 25, 2024. That includes, but is not limited to, the reporting and other requirements set forth in Section 2.5 of that Grant Agreement.

Section 4.6. Guaranteed Maximum Price Contract and Project Site Plans. At the request of The Right Place and by no later than Key Milestone One, and before any Grant funds are disbursed to Sub-Grantee, Sub-Grantee shall provide a copy of its guaranteed maximum

price contract, or a substantially similar fixed price contract acceptable to the MEDC, for the Sub-Grant Project; and a copy of its Site Plan or Construction Drawings, as applicable.

Section 4.7. Non-Discrimination and Unfair Labor Practices. Sub-Grantee shall not discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 201909) that is unrelated to the individual's ability to perform the duties of the particular job or position. Sub-Grantee further agrees that every subcontract or sub-recipient agreement entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and is consistent with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement. Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. Sub-Grantee shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of Sub-Grantee as an employer, or the name of a subcontractor, manufacturer, or supplier of Sub-Grantee appears in the register.

Section 4.8. Zoning, Permitting, and Utilities. Sub-Grantee shall conduct the Project in such a manner as to conform to applicable zoning, planning, building, and other regulations of governmental authorities having jurisdiction over the Project and the Property; and Sub-Grantee has obtained, or will obtain, all necessary leases, permits, zoning waivers, variances, or other permissions, to allow for development of the Property and Project for its intended purpose at least through the Term. Further, Sub-Grantee shall ensure that all necessary utilities, including but not limited to, telephone services, electric power, natural gas, storm sewers, sanitary sewer, and public potable water facilities are available, or will be available, to the Property and the Project during the Term.

Section 4.9. Defaults on Agreements with the State. Sub-Grantee shall not be in default, violation, breach, or non-compliance, of any kind or nature under any: (i) agreement or requirement, including submission of reports, with the MEDC, or for any department or agency within the State (including without limitation, the Department of Licensing and Regulatory Affairs, the Department of Environment, Great Lakes, and Energy, the Department of Treasury, the MSF, (including as successor in interest to the former Michigan Economic Growth Authority), the State Historic Preservation Office (or any successors or assigns to any of the foregoing)); (ii) applicable federal secretary of the interior's standards for rehabilitation and guidelines for rehabilitating historic buildings, 36 CFR 67; or (iii) any agreement with any person or entity, which violation, default, breach, or non-compliance has a material adverse effect on the development of the Project or the use of the Property or Project for the intended SSRP purpose. In each case of default, which is not cured by Sub-Grantee to the satisfaction of Grantor within ten (10) business

days after written notice thereof by Grantor, or within such longer period of time as determined in the sole discretion, and pursuant to the written notice, of Grantor.

Section 4.10. Prohibited Use of Grant Funds. Sub-Grantee shall not use any Grant Disbursements for the development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino, or to induce Sub-Grantee, a qualified business, or small business to leave the State of Michigan, or to contribute to the violation of internationally recognized workers' rights, of workers in a country other than the US, or to fund an entity incorporated in a tax haven country, as prohibited by the Act (see MCL 125.2088c (4)(c), (d), and (e)).

Sub-Grantee shall also not use any Grant Disbursements to commit to, or pay, any indemnification claim by any party, whether such claims are permitted or otherwise required to be paid as a part of any otherwise Eligible Cost, or under any contract or other agreement to which the Grantee is party or may otherwise be liable thereunder.

Notwithstanding anything to the contrary, this Section 4.10 shall survive indefinitely.

Section 4.11. Sub-Grant Publicity. Sub-Grantee shall cooperate with the MEDC to promote the Sub-Grant Project through one or more of the place of a sign, plaque, media coverage or other public presentation at the request and expense of the MEDC.

Section 4.12. Property Sale. Sub-Grantee must obtain the consent of The Right Place and the MEDC prior to any sale of the Property and include provisions in any purchase contract that the purchaser be bound by all applicable obligations of this Agreement including, but not limited to, all reporting requirements.

Section 4.13. Written Consent to Site Plan Modifications. Sub-Grantee must obtain the written consent of The Right Place and MEDC prior to modifying any portion of the Sub-Grant Project Site Plan or Construction Drawing, as applicable.

Section 4.14. Project Completion. Sub-Grantee must complete the Sub-Grant Project by not later than the end of the Term.

ARTICLE V

DEFAULT

Section 5.1. Events of Default. The occurrence of one or more of the following events or conditions is an "Event of Default," unless a written waiver is provided by The Right Place:

- (a) **Misrepresentation.** Any representation made by Sub-Grantee which is incorrect in any material respect, including, but not limited to, any representation or warranty provided in this Agreement, including Article III, any information provided in the Application, or any information provided in support of a Reimbursement Request;

- (b) **Breach of Obligations.** Any material breach by Sub-Grantee of a representation, warranty, or other obligation under this Sub-Grant Agreement, including a breach of any obligations set forth in Article III and any reporting and performance requirements set forth in Article IV, which is not cured by Sub-Grantee to the reasonable satisfaction of the Sub-Grant Manager within ten (10) business days after being provided written notice of such breach by the Sub-Grant Manager.
- (c) **Timely Compliance with Key Milestones.** Sub-Grantee's failure to timely meet any of the Key Milestones by the applicable date for such Key Milestone as set forth in **Exhibit C**, which failure is not cured by Sub-Grantee to the satisfaction of the Sub-Grant Manager within ten (10) business days after written notice thereof by the Grant Manager, or within such longer period of time as determined in writing and at the sole discretion of the Sub-Grant Manager.
- (d) **Prohibited Use of Grant Funds.** Sub-Grantee's use of any Grant funds for any purpose that is not an Eligible Cost or allowed under this Agreement.
- (e) **Other Events of Default.** Sub-Grantee or its Sub-Grant Project being subject to any of the following events of default:
 - (1) the taking via condemnation or similar governmental action of all or a substantial part of the Property or Project which taking has a material adverse effect on the development of the Project or the use of the Property or Project for the intended purpose of Revitalization or Placemaking.
 - (2) any unappealable or irrevocable action taken by any governmental authority that would materially and adversely affect timely progression of work or development of the Project as required by the Key Milestones or the use of the Property or Project for the intended purpose of Revitalization or Placemaking.
 - (3) the institution of, or any agreement in lieu of, a foreclosure action against the Property or the Project or any part thereof and failure of Sub-Grantee to cause such action to be terminated within thirty (30) calendar days of its institution.
 - (4) the institution of any proceeding, or agreement in lieu of, seeking a termination of Sub-Grantee's interest in the Property.
 - (5) any failure of Sub-Grantee to incur Eligible Costs in an amount of 200% of the maximum Sub-Grant amount.
 - (6) any voluntary bankruptcy or insolvency proceedings are commenced by Sub-Grantee.
 - (7) any involuntary bankruptcy or insolvency proceedings are commenced against Sub-Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof.

- (8) the filing of a claim of lien against the Property that is not resolved to The Right place's and MEDC's satisfaction.
- (9) the failure of physical work on the Property for the development of the Project as contemplated by this Agreement for a period of thirty (30) consecutive calendar days, which failure is not cured by Sub-Grantee to the satisfaction of The Right Place and the MEDC within ten (10) business days after written notice thereof by The Right Place, or within such longer period of time as determined in writing and at the sole discretion of The Right Place and the MEDC.
- (10) If at any time after the Grant disbursement and through the end of the term of the Grant, the Property is not used for its applicable intended Revitalization or Placemaking purpose.

Section 5.2. Available Remedies. Upon the occurrence, and during the continuance, of a Default or Event of Default under this Agreement, The Right Place has the right to seek any and all remedies available to it, in law or in equity, including without limitation one or more of the following remedies:

- (a) The Right place may immediately and without prior notice discontinue or suspend making any Sub-Grant Disbursements to Sub-Grantee until such time The Right Place is satisfied otherwise. Sub-Grantee shall cooperate upon the request of the Sub-Grant Manager to provide additional information regarding the event or circumstance resulting in the suspension of the Sub-Grant Disbursements.
- (b) The Right Place may, after expiration of any applicable Cure Period without a cure, terminate this Agreement.
- (c) The Right Place may, after expiration of any applicable Cure Period without a cure, require Sub-Grantee to repay to The Right Place the amount of the Sub-Grant Funds then disbursed to Sub-Grantee;
- (d) Any amounts due under this Section 5.2 must be paid within 90 days of notification by The Right Place and are subject to interest at a rate of one percent (1%) per month, prorated on a daily basis, beginning on the 91st day of nonpayment of any amounts owed to The Right Place and continuing until all funds owed under this Agreement are paid in full to The Right Place.
- (e) All payments by Sub-Grantee shall be applied: (i) first to reimburse permitted costs and expenses; then (ii) to satisfy outstanding interest, and then (iii) to satisfy any and all other outstanding amounts owed to The Right Place.
- (f) Notwithstanding anything to the contrary, The Right Place reserves the right to require Sub-Grantee to pay the highest amount resulting from one or more of the same circumstances which give rise to more than one Event of Default; provided however, except as to any interest, costs and expenses as provided by this Agreement, in no event

shall Sub-Grantee be required to repay The Right Place any amount in excess of the Sub-Grant Disbursements.

- (g) No remedy described in this Agreement is intended to be the sole and exclusive remedy available to The Right Place, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now existing at law, in equity, by statute or otherwise. Sub-Grantee shall also pay all costs and expenses, including, without limitation, reasonable attorney fees and expenses incurred by The Right Place in successfully collecting any sums due under this Agreement, in enforcing any rights under this Agreement, and/or in exercising any remedies available to The Right Place.

Section 5.3. Suspension by MEDC. In the event the MEDC becomes aware of a Default, the MEDC may immediately and without prior notice suspend making any Grant Disbursements, until such time the MEDC is satisfied otherwise. Sub-Grantee shall cooperate upon the request of the Sub-Grant Manager or MEDC to provide additional information regarding the aforementioned event or circumstance.

Section 5.4. Progress Report Penalty. For each instance through the Term of the Grant in which the Sub-Grantee fails to submit a Progress Report under Section 4.1 when due, which Progress Report is not provided by the Sub-Grantee to the satisfaction of the Sub-Grant Manager within ten (10) business days after written notice thereof by the Sub-Grant Manager, or within such longer period of time as determined in writing and at the sole discretion of the Sub-Grant Manager, or within such longer period of time as determined in writing and at the sole discretion of the Sub-Grant Manager, a penalty is due in the principal amount of Five Thousand Dollars (\$5,000) (“the Progress Report Penalty”), and the Sub-Grantee shall immediately remit payment of the Progress Report Penalty to The Right Place. For the avoidance of any doubt, the Progress Report Penalty shall apply separately to each individual Sub-Grant Project.

ARTICLE VI

TERM AND DUE DATES

Section 6.1. Term. This Sub-Grant Agreement shall terminate on November 10, 2027, unless terminated sooner under Article V.

Section 6.2. Due Dates. Sub-Grantee shall comply with the below due dates. These dates may be modified in the sole discretion of the Sub-Grant Manager, notice of which shall be provided in writing to Sub-Grantee.

- (a) **Progress Reports.** Beginning September 15, 2024, and continuing no later than September 15th each calendar year during the Term, Sub-Grantee shall submit to the Sub-Grant Manager the Progress Report relative to the Sub-Grant Project.
- (b) **Key Milestones.** The due dates for the Key Milestones are: Key Milestone One by March 31, 2025; and Key Milestone Two by September 1, 2027.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Notice. Any notice or other communication under this Agreement shall be in writing and sent by e-mail, or fax, or first-class mail, postage prepaid, or by courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses, fax numbers or e-mail accounts, and shall be deemed delivered: (i) one business day after an e-mail, fax, or courier delivery or (ii) two business days after a mailing date.

Section 7.2. Entire Agreement. This Agreement, together with the Exhibits, sets forth the entire agreement of the Parties with respect to the subject matter, and supersedes all prior agreements, understandings, and communications, whether written or oral, with respect to the subject matter of this Agreement.

Section 7.3. Counterparts; Facsimile/Pdf Signatures. This Agreement may be signed in counterparts and delivered by fax or in .pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

Section 7.4. Severability. All the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

Section 7.5. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 7.6. Governing Law. This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Section 7.7. Relationship between Parties. Sub-Grantee, and its officers, agents and employees, shall not describe or represent themselves as agents of The Right Place, the State, or the MEDC to any individual person, firm, or entity for any purpose.

Section 7.8. Successors and Assigns. The Right Place may at any time assign its rights in this Agreement. Sub-Grantee may not assign any of its rights or obligations under this Agreement without the prior written approval of The Right Place. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

Section 7.9. Waiver. A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement,

and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

Section 7.10. Termination of Agreement. Except as to terms of this Article VI and Exhibit A, which shall survive indefinitely, and any provisions requiring repayment, which shall survive until all amounts due are paid in full, and except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term. Provided however, any claims arising out of an Event of Default which event occurred during the Term shall be brought within seven years (7) years after the end of the Term of the Grant.

Section 7.11. Amendment. This Agreement may not be modified or amended except pursuant to a written instrument signed by both Parties.

Section 7.12. Images. At the request of the MEDC or the Right Place, Sub-Grantee will cooperate in providing high-resolution images of the completed Projects with the preferred format: 300dpi, at least 5000 pixels WxH in either raw file or high-resolution JPG format and hereby grants the MEDC a license to use said images in materials presented to the public.

Section 7.13. Cooperation by the Parties. The Parties will cooperate and communicate with one another and use all reasonable efforts to cause the fulfillment of the intents and purposes of the Sub-Grant Project and this Agreement.

The City of Hastings

By: _____

Its: _____

Date: _____



Right Place, Inc

By: _____

Its: _____

Date: _____

EXHIBIT A DEFINED TERMS

- (a) “**Act**” means the Michigan Strategic Fund Act, MCL 125.2001 et seq., as amended, and Section 306 of Public Act 1 of 2023, which authorizes the creation and operation of the Program.
- (b) “**Agreement**” means this Agreement, including the Exhibits to this Agreement.
- (c) “**Application**” means the application for Revitalization and Placemaking 2.0 Program assistance, dated June 30, 2023, submitted by The Right Place to the MEDC.
- (d) “**Construction Drawings**” means those particular construction drawings identified in **Exhibit B** for each Sub-Grant Project submitted as part of Key Milestone One.
- (e) “**Cure Periods**” means those particular time periods identified in the Agreement that Grantee has to cure a Default or Event of Default, as applicable.
- (f) “**Default**” means an event which, with the giving of notice or passage of time or both, would constitute an Event of Default.
- (g) “**Effective Date**” has the meaning set forth in the preamble.
- (h) “**Eligible Costs**” has the meaning set forth in Section 2.5(a).
- (i) “**Event of Default**” means any one or more of those events described in Section 5.1.
- (j) “**Exhibit**” means each of the documents or instruments attached to this Agreement.
- (k) “**Grant**” has the meaning set forth in Recital D.
- (l) “**Sub-Grantee**” means the entity as identified in the preamble.
- (m) “**Grant Disbursement(s)**” means Grant funds paid to The Right Place by the MEDC under the Grant.
- (n) “**Reimbursement Request**” means a written request from Sub-Grantee for a Sub-Grant Disbursement in support of the applicable Key Milestone, in the form and substance set forth in Exhibit F.
- (o) “**Sub-Grant Manager**” means that individual person designated by The Right Place to provide administrative services for this Agreement.
- (p) “**Key Milestones**” means those major Project achievements as described in **Exhibit C**.
- (q) “**Maximum Grant**” means the lesser of: (i) 50% of the cumulative Eligible Costs for all Sub-Grant Projects plus the Administrative Amount; or (ii) Six Million One Hundred Seventy Thousand Seven Hundred Forty-Four Dollars (\$6,170,744), inclusive of the Administrative Amount.
- (r) “**Maximum Sub-Grant**” means the lesser of: (i) 50% of cumulative Eligible Costs for Sub-Grant Project, or (ii) Four Hundred Seventy Four Thousand Five Hundred Dollars (\$474,500)

- (s) **“Party” or “Parties”** has the meaning set forth in the preamble.
- (t) **“Progress Report”** has the meaning set forth in Section 4.1.
- (u) **“Progress Report Penalty”** has the meaning set forth in Section 5.4.
- (v) **“Sub-Grant Project”** means the applicable Sub-Grant Project identified in **Exhibit B** as part of Sub-Grantee’s Key Milestone One submission.
- (w) **“Project Site”** means that the Property, which is legal described on **Exhibit B**.
- (x) **“Property”** means that particular real property identified in **Exhibit B** where the applicable Sub-Grant Project is completed.
- (y) **“RAP 2.0 Program” or “Program”** has the meaning set forth in Recital B.
- (z) **“Revitalization or Placemaking”** means the reimbursement of Eligible Costs for any one of the following purposes: the rehabilitation of vacant or underutilized buildings or costs associated with the repurposing of space left vacant; the redevelopment or revitalization of historic properties in coordination with the Michigan Certified Local Government program or other historic redevelopment programs; the redevelopment of priority sites identified by certified Michigan Redevelopment Ready Communities (RRC); or the development of permanent place-based infrastructure associated with social-zones, outdoor dining, or other similar place-based public spaces.
- (aa) **“Site Plan”** means that particular site plan identified in **Exhibit B** for each Sub-Grant Project.
- (bb) **“State”** means the State of Michigan.
- (cc) **“Sub-Grant”** means the grant award to Sub-Grantee.
- (dd) **“Sub-Grantee”** has the meaning set forth in the preamble.
- (ee) **“Sub-Grant Disbursement:**
- (ff) **“Sub-Grant Project”** means the project identified and described in **Exhibit B** and submitted as part of Key Milestone One.
- (gg) **“Sub-Grant Project Maximum Grant Amount”** means the lesser of: (i) 50% of the Eligible Costs for that particular Sub-Grant Project; or (ii) the maximum amount designated for the Sub-Grant Project by the MEDC.
- (hh) **“Supporting Documentation”** means such documentation that maybe provided to, or requested by, the Sub-Grant Manager or the MEDC to support a Reimbursement Request pursuant to the Key Milestones.
- (ii) **“Term” or “Term of the Grant”** means from the Effective Date and, unless earlier terminated as provided by this Agreement, through November 10, 2027.

EXHIBIT B
DESCRIPTION OF SUB-GRANT PROJECT

Project: City of Hastings DDA Streetscape	
Legal Name of Sub-Grantee	City of Hastings
Total Investment	Sub-Grantee plans to make a total investment of approximately \$3,258,199.20 to the Project.
Property Description	The Property is commonly known as State Street from Broadway to Boltwood.
Legal Description	The Property is legally described as: As above
Site Plan or Construction Drawings	<p>"Construction Drawings" means the graphic representation of the proposed design By MCSA Group for the Eligible Activities related to the Project and <u>dated June 5, 2023.</u></p> <p>"Site Plan" means the graphic representation of the proposed design by MCSA Group for the Eligible Activities related to the Projected and dated June 5, 2023.</p>
Fee Simple Owner of the Property and Lease Information (if any)	City of Hastings

EXHIBIT C KEY MILESTONES

*Subject to the terms and conditions of the Agreement, including the terms and conditions of Section 2.4 of the Agreement which include the required submission of a Reimbursement Request and any other information as may be required under Section 2.4, the following Grant Disbursements may be requested by the Grantee:

Key Milestone One:

Grant Disbursement: Single Reimbursement Request up to fifty percent (50%) of the Eligible Costs associated with the applicable Sub-Grant Project, not to exceed fifty percent (50%) of the Sub-Grant Project Maximum Grant Amount.

By no later than March 31, 2025, Sub-Grantee shall have submitted all then required Progress Reports, otherwise be in compliance with this Agreement, and shall submit to the satisfaction of the Sub-Grant Manager, all of the following information for its Sub-Grant Project. For the avoidance of doubt, Sub-Grantee must submit the following forms separately for each Sub-Grant Project:

1. The Reimbursement Request in the form and substance set forth in Exhibit F-1, signed by Grantee;
2. A fully completed Exhibit B for the applicable Sub-Grant Project;
3. A copy of Sub-Grantee's guaranteed maximum price contract or a substantially similar fixed price contract;
4. A copy of Sub-Grantee's Site Plan or Construction Drawings, as applicable; and
5. Copies of invoices, work orders, bills, and the corresponding evidence of payment, and any other documentation which itemizes in detail, and substantiates, that the Grantee actually incurred and expended the Eligible Costs on the Project within the allowable timeframe identified in Section 2.5(a).

Key Milestone Two:

Grant Disbursement: Single Reimbursement Request for up to fifty percent (50%) of Eligible Costs associated with the Sub-Grant Project for which Sub-Grant Disbursements have not previously been made; provided, however, when taken together with any prior Sub-Grant Disbursements, cannot exceed the Sub-Grant Project Maximum Grant Amount or the Maximum Grant.

By no later than September 1, 2027, the Grantee shall have submitted all then required Progress Reports, otherwise be in compliance with this Agreement, and shall submit to the satisfaction of the Grant Manager all of the following information:

1. The Reimbursement Request in the form and substance set forth in Exhibit F-2, signed by Grantee;
2. Copies of invoices, work orders, bills, and the corresponding evidence of payment, and any other documentation which itemizes in detail, and substantiates, that Sub-Grantee actually incurred and expended the Eligible Costs on the Project within the allowable timeframe identified in Section 2.5(a); and

3. A true and correct copy of an certificate(s) of occupancy for all residential units of the Project from the appropriate governmental authority empowered to exercise jurisdiction over the Project, or if such jurisdiction does not issue a certificate(s) of occupancy or an equivalent thereto, evidence satisfactory to the Grant Manager that the Project is complete and has passed all inspections and received all approvals which are conditions precedent to the use and occupancy of the Project, and temporary certificate(s) of occupancy, conditional certificate(s) of occupancy, or the jurisdictional equivalents thereto, in lieu of certificate(s) of occupancy for all remaining units (retail and commercial, as applicable) with the only work remaining to be performed being tenant improvements to be performed by or on behalf of the tenants.

EXHIBIT D
MEDC REQUIRED TERMS

Section D.1 Confidentiality. Grantee should be aware that information submitted to the MEDC in relation to this Agreement may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act ("FOIA"). The FOIA also provides for the complete disclosure of the Agreement and any Exhibits thereto.

Section D.2 Access to Records and Inspection Rights. During the Term, and for seven (7) years thereafter, the Grantee shall maintain reasonable records arising out of this Agreement and shall allow access to those records by the MEDC, or its authorized representative. This Section shall survive for seven (7) years following the end of the Term.

Section D.3 MEDC Employees. The Grantee will not hire any employee of the MEDC to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of the MEDC.

Section D.4 Assignment/Transfer/Subcontracting. Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent.

Section D.5 Termination of Funding. In the event that the State legislature, the State government, or the federal government fails to provide or terminates the funding necessary for the MEDC to fund the Grant, the MEDC may terminate this Agreement by providing notice to the Grantee not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the State legislature, State government, or federal government results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of written notice to the Grantee. In the event of termination of funding, the MEDC has no further obligation to make any disbursements of the Grant beyond the date of termination of this Agreement.

Section D.6 Non-Discrimination and Unfair Labor Practices. In connection with this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract or sub-recipient agreement entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and is consistent with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement.

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Grantee shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Grantee as an employer, or the name of a subcontractor, manufacturer, or supplier of the Grantee appears in the register.

Section D.7 Indemnification. To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the act or omission of the Grantee pertaining to the performance of this Agreement.

Section D.8 Jurisdiction. In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim; (a) that it is not subject to the jurisdiction of such court; (b) that the action is brought in an inconvenient forum; (c) that the venue of the suit, action, or other proceeding is improper; or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court. This section shall survive indefinitely.

EXHIBIT F-1

REIMBURSEMENT REQUEST FORM (For Key Milestone 1)

This Reimbursement Request is being delivered pursuant to Section 2.4 and the applicable Key Milestone under the Sub-Grant Agreement, dated _____. Capitalized terms used in this is Reimbursement Request and not otherwise defined in this Reimbursement Request Form ("Form") shall have the meanings ascribed to them in the Agreement.

The undersigned, in the name and on behalf of Sub-Grantee (and not in an individual capacity), hereby certifies, represents and warrant that as of the date of signing this Form:

1. Sub-Grantee has complied, and is in compliance with, all the terms, covenants, and conditions of the Agreement.
2. No Default or Event of Default under the Agreement exists.
3. The representations and covenants of Grantee contained in Article III of the Agreement remain true.
4. As permitted by Key Milestone One, BGrantee requests a Grant Disbursement in the total amount of _____ for the following Sub-Grant Project: _____.
5. Attached to this Form is Supporting Documentation required for Key Milestone One, which is the subject of this Reimbursement Request and Form.
6. Each of the Eligible Costs submitted for reimbursement were incurred and paid on or before the Submission Date and have not, and will not, be reimbursed by another MEDC, MSF, or other program.

The undersigned has the authority to sign this Form on behalf of Sub-Grantee, and signs this Form as of _____ (the "Submission Date").

By: _____

Its: _____

EXHIBIT F-2

REIMBURSEMENT REQUEST FORM (Key Milestone 2)

This Reimbursement Request is being delivered pursuant to Section 2.4 and the applicable Key Milestone under the Agreement, dated _____. Capitalized terms used in this is Reimbursement Request and not otherwise defined in this Reimbursement Request Form ("Form") shall have the meanings ascribed to them in the Agreement.

The undersigned, in the name and on behalf of Grantee (and not in an individual capacity), hereby certifies, represents and warrant that as of the date of signing this Form:

1. Sub-Grantee has complied, and is in compliance with, all the terms, covenants, and conditions of the Agreement.
2. No Default or Event of Default under the Agreement exists.
3. The representations and covenants of Sub-Grantee contained in Article III of the Agreement remain true.
4. As permitted by Key Milestone Two, Sub-Grantee requests a Grant Disbursement in the total amount of _____ for the following Sub-Grant Project:
_____.
5. Attached to this Form is Supporting Documentation required for Key Milestone Two, which is the subject of this Reimbursement Request and Form.
6. Each of the Eligible Costs submitted for reimbursement were incurred and paid on or before the Submission Date, have not previously been included in a prior Reimbursement Request, and have not, and will not, be reimbursed by another MEDC or other program.

The undersigned has the authority to sign this Form on behalf of Sub-Grantee, and signs this Form as of _____ (the "Submission Date").

By: _____

Its: _____



WEST MICHIGAN REGIONAL AMENDMENT
TO LISTING AGREEMENT

EXHIBIT G



AMENDMENT TO LISTING AGREEMENT

MLS# 23004969

Property Address (or description) V/L 1500 Star School Rd., Hastings

- This Amendment applies to West Michigan Regional Listing Agreements with a copyright date on or before January 2024.
- Paragraph #11 of the Listing Agreement is amended to provide that participation in the MLS does not require cooperation with a Subagent of the Seller, Buyer's Agent, or Transaction Coordinator.
- The Listing Agreement is further amended to add the following sentence: **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

The undersigned hereby request that the present Listing Agreement, reference to which is hereby made, be amended in the foregoing respects and specifically agreed that said Listing, as herein amended, shall continue for the remainder of its original term, or its term as amended.

The undersigned hereby acknowledges receipt of a copy of this document.

Seller's Signature & Date: _____

Seller's Signature & Date: _____

Listing Broker's Signature & Date: [Signature] 8.7.24



WEST MICHIGAN REGIONAL AMENDMENT
TO LISTING AGREEMENT

EXHIBIT G



AMENDMENT TO LISTING AGREEMENT

MLS# 24013175

Property Address (or description) V/L Star School Rd., Hastings

- This Amendment applies to West Michigan Regional Listing Agreements with a copyright date on or before January 2024.
- Paragraph #11 of the Listing Agreement is amended to provide that participation in the MLS does not require cooperation with a Subagent of the Seller, Buyer's Agent, or Transaction Coordinator.
- The Listing Agreement is further amended to add the following sentence: **BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

The undersigned hereby request that the present Listing Agreement, reference to which is hereby made, be amended in the foregoing respects and specifically agreed that said Listing, as herein amended, shall continue for the remainder of its original term, or its term as amended.

The undersigned hereby acknowledges receipt of a copy of this document.

Seller's Signature & Date: _____

Seller's Signature & Date: _____

Listing Broker's Signature & Date: [Signature] 8.7.24



Regular Council Staff Presentation

To: City Council

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

Subject: Sidewalk Condition and Obstructions Map with ArcGIS

Meeting Date: August 12, 2024

Over the last few years DPS and the City Manager have been interested in compiling data of the conditions of the sidewalk, similar to the PASER ratings with roads. This year we received a website submission from Aaron Sutter, a student at Grand Valley State University, interested in a summer position related to GIS or planning. Well we interviewed and saw a few things that could put him to good use.

After he started, we had a meeting with Aaron about the Sidewalk Condition and Obstruction GIS project. We went over some common practices to rate sidewalk conditions, and ArcGIS with the concepts of what we would like to see for a GIS map. With this guidance Aaron was able to put together a full GIS Map with an updated aerial map, symbols of various issues with sidewalk and number-color coordinated lines that represent overall condition of a sidewalk section.

He then walked every stretch of sidewalk in the city and built the map. Over the course of several weeks we saw the progress and were impressed with the amount of data. It was a grand effort by Aaron to complete this project in timeline it was done. We are very pleased and grateful that he reached out to us for a summer position. This map will be the most important piece of the next ten years of planning sidewalk improvements in the city.

In closing, I would like to introduce you to Aaron Sutter. He will go over this project with a powerpoint presentation that he had put together.

Sincerely,

Travis Tate, P.E.

Director of Public Services

"Plan.Build.Maintain. . . Improving for the future."



SIDEWALK CONDITION AND OBSTRUCTIONS

City of Hastings

Cracking	Locations where the paved surface of the sidewalk has cracked.
Settling	The sinking of sidewalk panels that creates vertical height differences on either side of the panel.
Vegetation	Vegetation overgrowth that reduces the width of the sidewalk to below 48 inches.
Uplifting	A vertical change in height along a sidewalk that exceeds ½ inch at its highest point. Generally caused by severe settling or cracking.
Vertical Obstructions	Objects that are between 3 feet and 7 feet off the ground and extend more than 1 foot over the sidewalk. Usually in the form of tree branches or street signs.
Fixed Obstructions	Anchored objects that reduce the sidewalk width to less than 4 feet.
Non-ADA Compliance	Areas where the sidewalk does not meet the standards of the Americans with Disabilities Act (ADA).

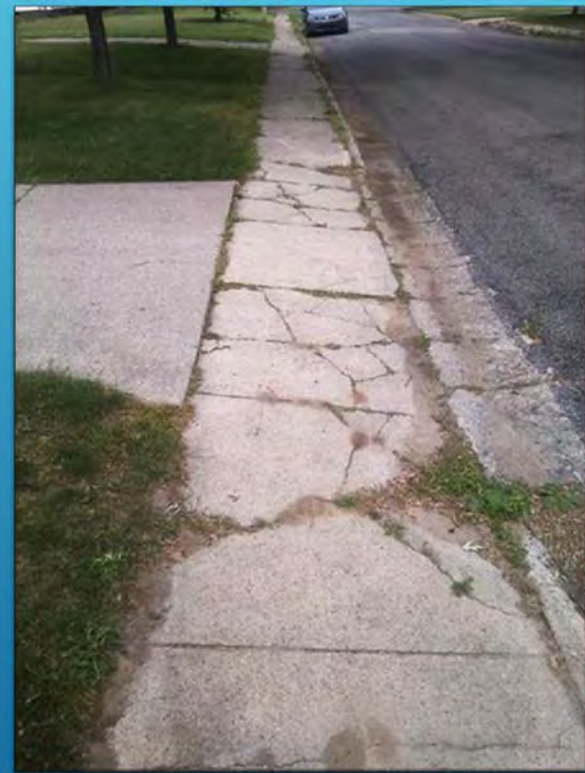
TYPES OF SIDEWALK OBSTRUCTIONS

CRACKING

Map Symbol



Example of Sidewalk Cracking in Hastings



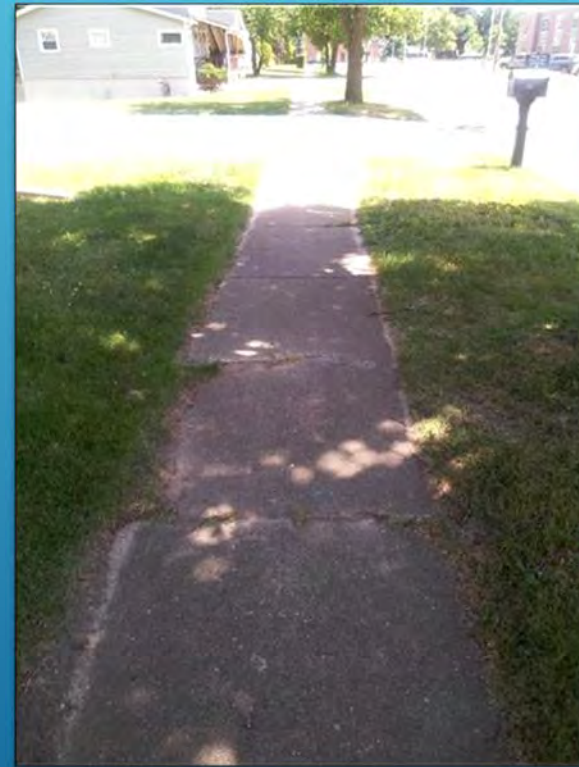
Cracking on the sidewalk in front of 620 W
Madison St

SETTLING

Map Symbol



Example of Sidewalk Settling in Hastings



Settling on the sidewalk in front of 335 West Grand St

VEGETATION

Map Symbol



Example of Sidewalk Vegetation in Hastings



Grass and weeds overtaking the sidewalk in front of 610 East Thorn St

UPLIFTING

Map Symbol



Example of Sidewalk Uplifting in Hastings



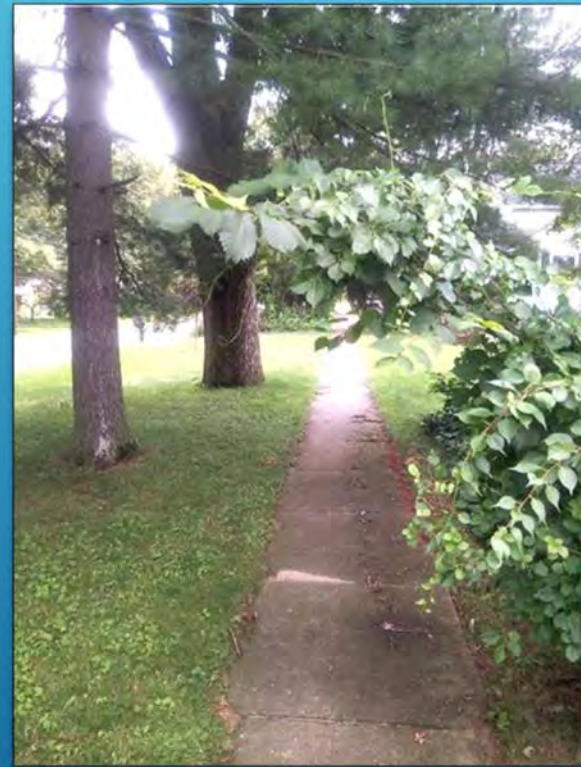
Sidewalk Uplifting in front of 501 North Boltwood St

VERTICAL OBSTRUCTION

Map Symbol



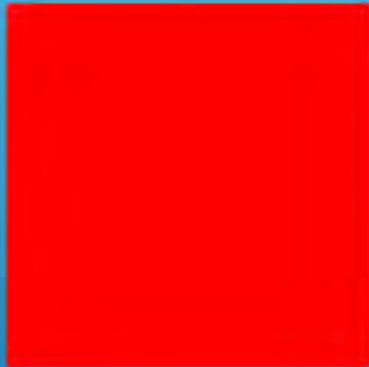
Example of a Vertical Obstruction in
Hastings



Tree branch blocking the sidewalk in front of 1102
South Broadway St

FIXED OBSTRUCTION

Map Symbol



Example of a Fixed Obstruction in Hastings



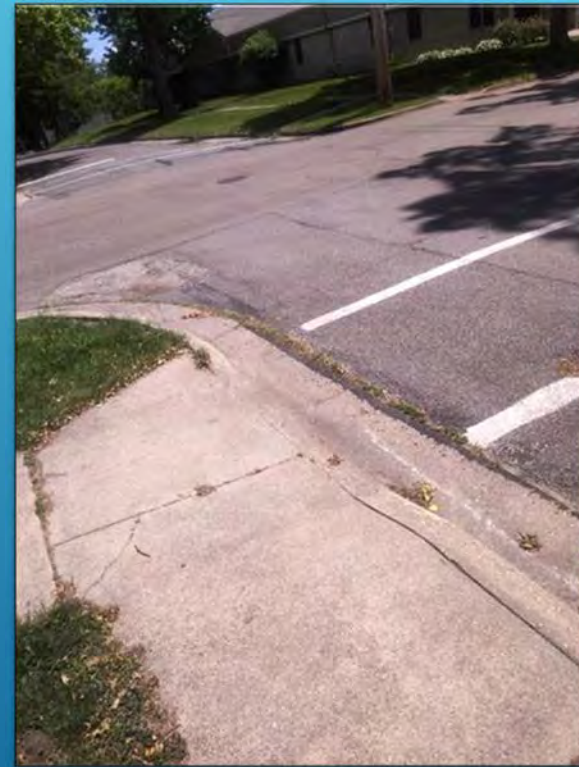
Telephone Pole Blocking Sidewalk in front of 201 East Mill St

NON-ADA COMPLIANCE

Map Symbol

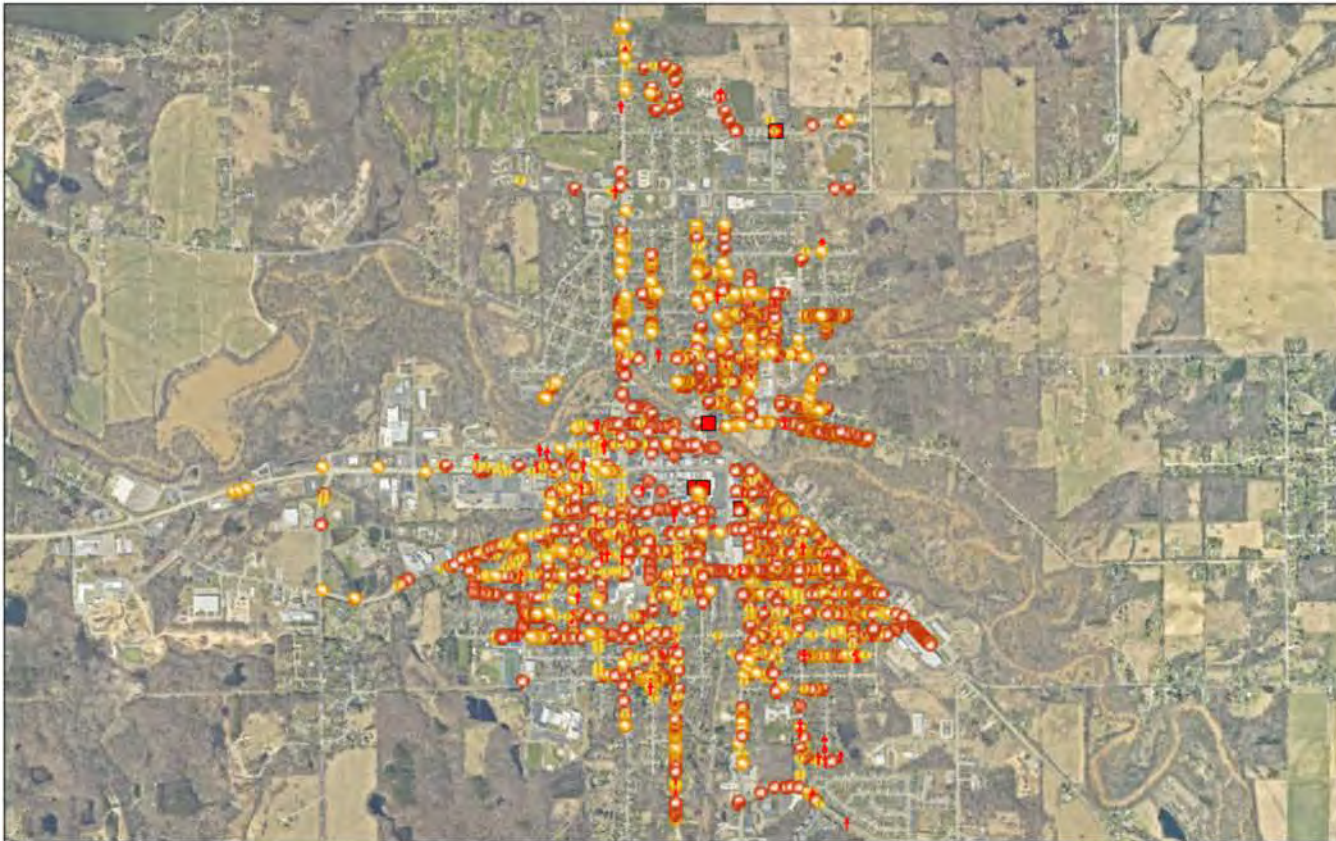


Example of Non-ADA Compliance in Hastings

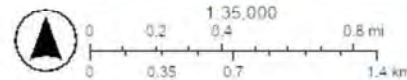


Non-ADA compliant crossing at South Jefferson St
and West Bond St

Sidewalk Obstructions



7/24/2024



Legend

Sidewalk Obstructions

- Cracking
- Settling
- Vegetation
- Uplifting
- Vertical Obstructions
- Fixed Obstructions
- Non-ADA Compliance

Excellent-5

- No observable issues or obstructions.
- Is ADA compliant.

Good-4

- Few minor issues with no discontinuities.

Fair-3

- Few moderate issues or lots of minor issues.

Poor-2

- Few severe issues or lots of moderate issues.
- Is not ADA compliant.
- Some discontinuities may exist.

Very Poor-1

- Severe issues throughout the entire stretch of sidewalk.
- Most, if not all the sidewalk must be replaced.

SIDEWALK CONDITION RATINGS

EXCELLENT CONDITION-5

North side of West Bond Street

- Sidewalk is new with no visible issues.



GOOD CONDITION-4

West side of North Wilson
Street

- Sidewalk is new, however there is some minor vegetation and settling.



FAIR CONDITION-3

West side of South Dibble
Street

- Sidewalk has some moderate cracking and settling. There is some uplifting caused by the cracking.



POOR CONDITION-2

West side of South
Washington Street

- Some severe cracking/settling.
- Vegetation and a vertical obstruction at the end



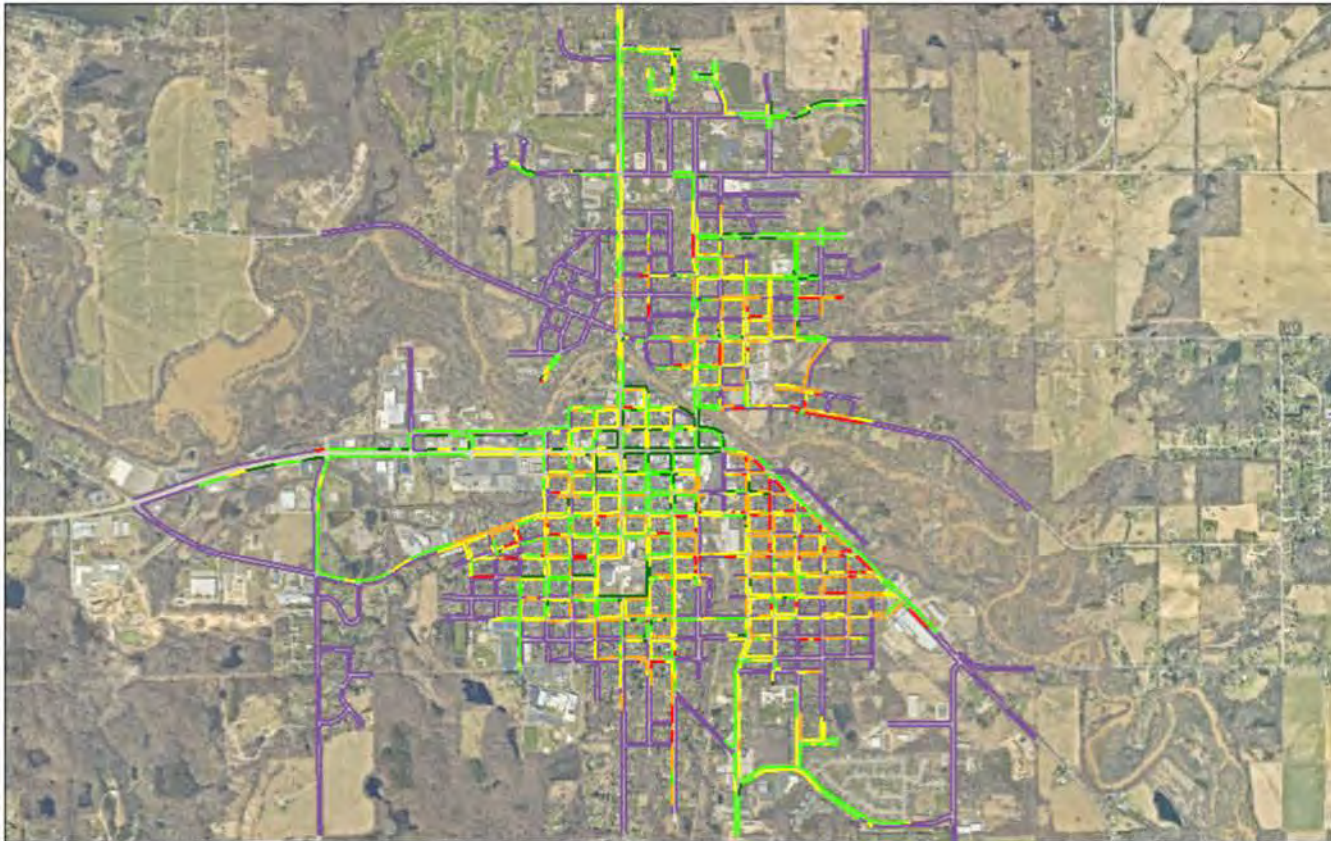
VERY POOR CONDITION-1

South side of East Thorn Street

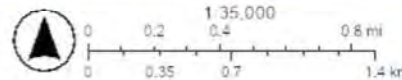
- Severe cracking and vegetation throughout the entirety of the sidewalk.
 - Being overtaken by grass and weeds.



Sidewalk Condition



7/24/2024

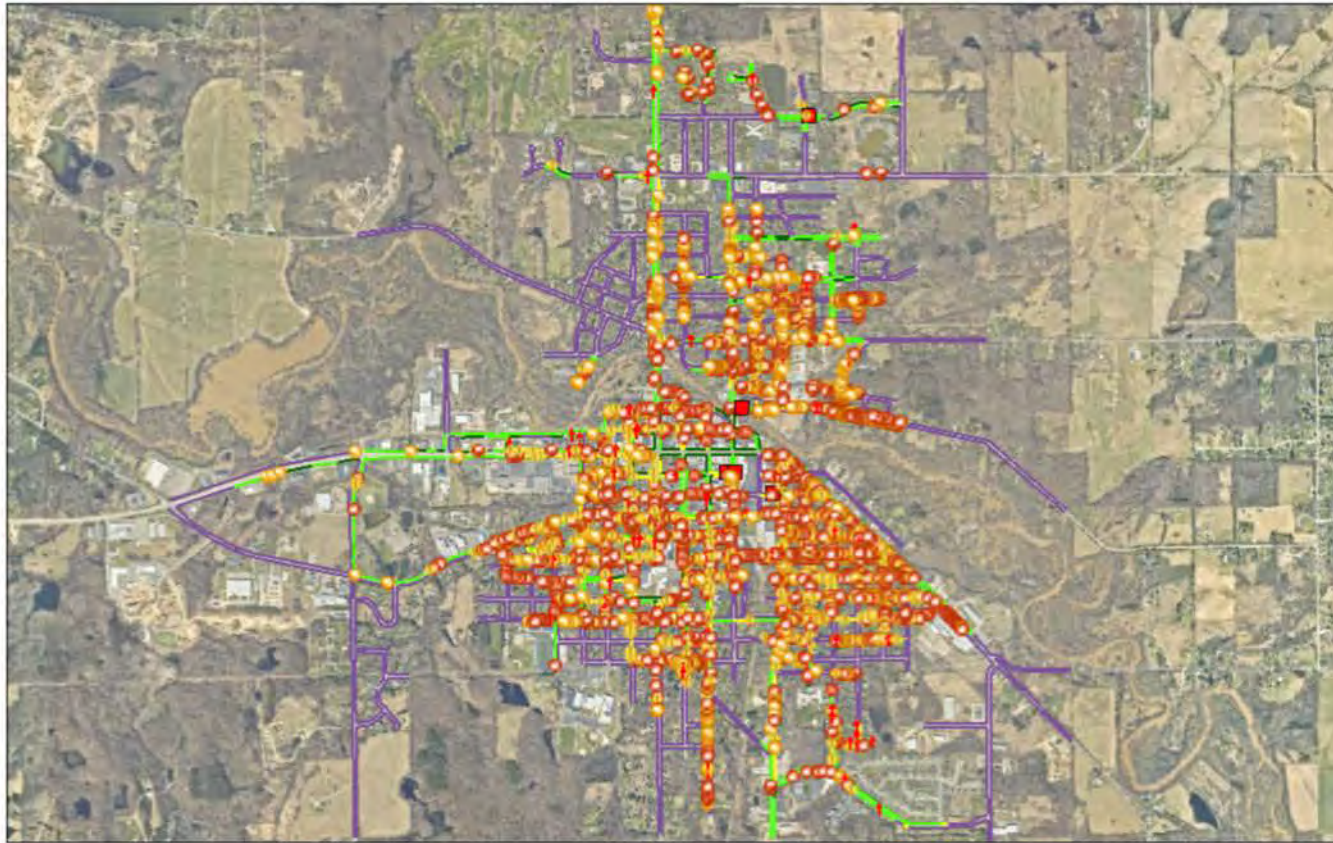


Legend

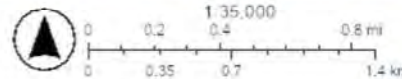
Sidewalk Condition

- Excellent-5
- Good-4
- Fair-3
- Poor-2
- Very Poor-1
- No Sidewalk

Sidewalk Condition and Obstructions



7/29/2024



Legend

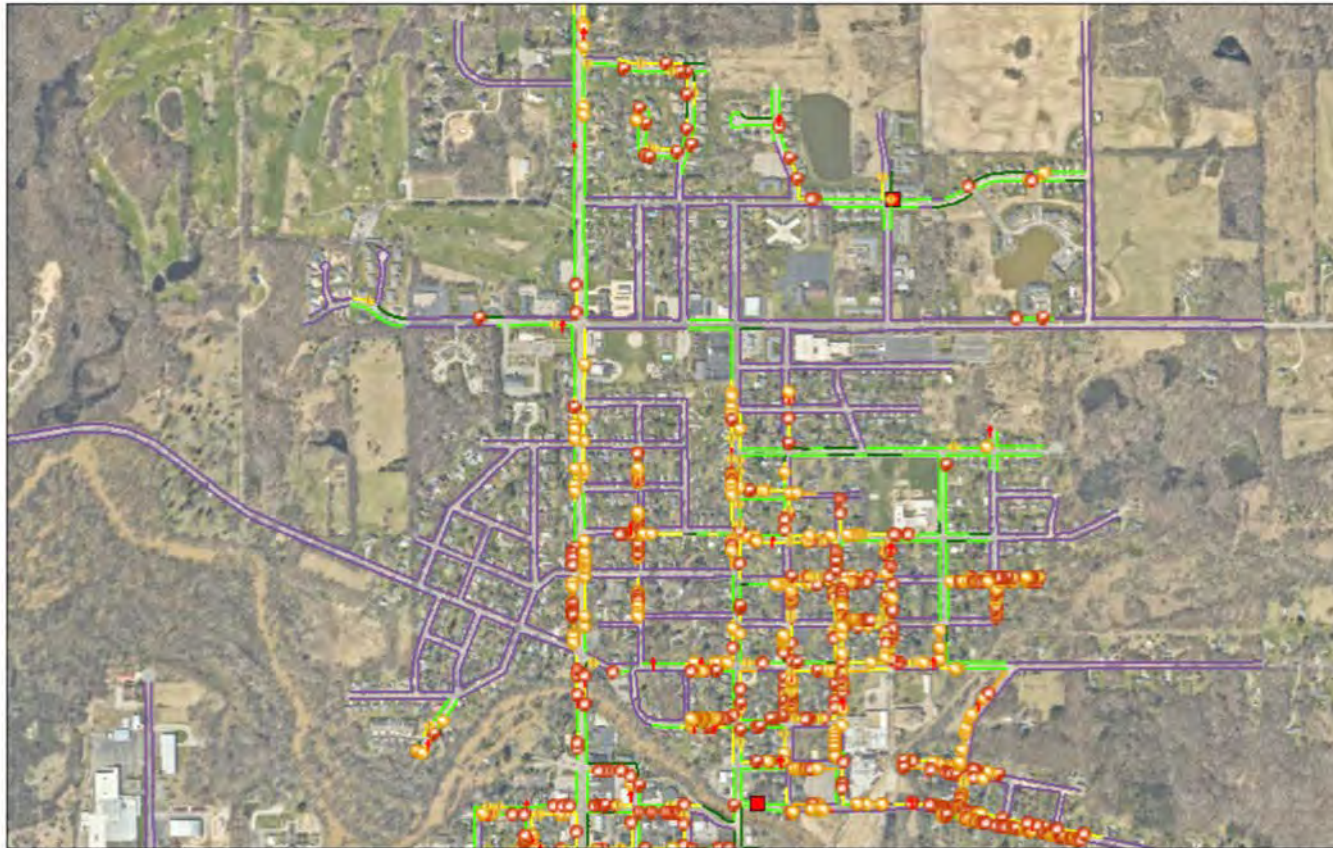
Sidewalk Obstructions

- Cracking
- Settling
- Vegetation
- Uplifting
- Vertical Obstructions
- Fixed Obstructions
- Non-ADA Compliance

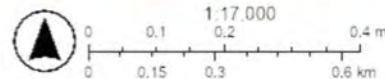
Sidewalk Condition

- Excellent-5
- Good-4
- Fair-3
- Poor-2
- Very Poor-1
- No Sidewalk

Sidewalk Condition and Obstructions-North



7/29/2024



Legend

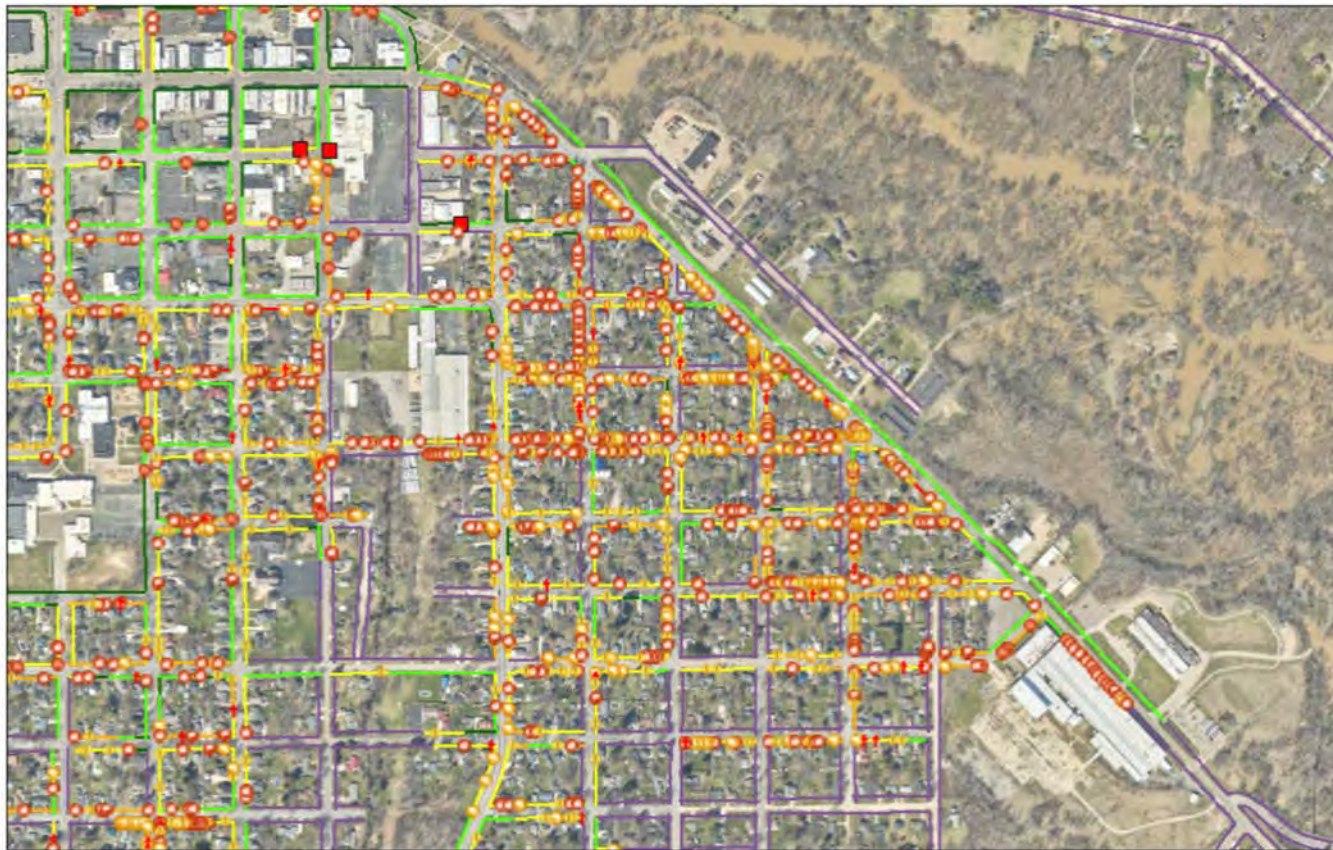
Sidewalk Obstructions

- Cracking
- Settling
- Vegetation
- Uplifting
- Vertical Obstructions
- Fixed Obstructions
- Non-ADA Compliance

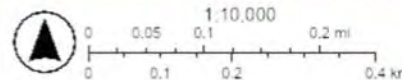
Sidewalk Condition

- Excellent-5
- Good-4
- Fair-3
- Poor-2
- Very Poor-1
- No Sidewalk

Sidewalk Condition and Obstructions-East



7/29/2024



Legend

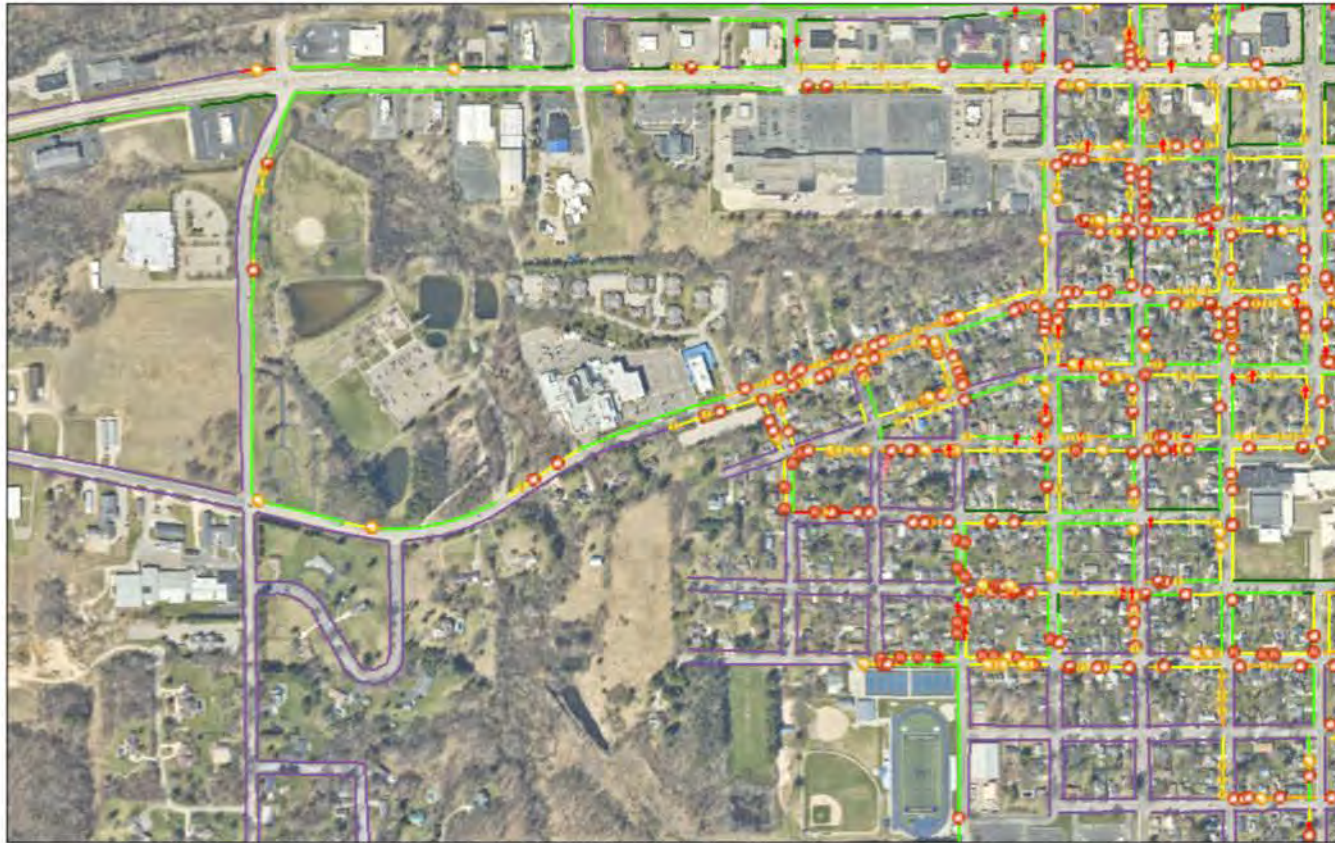
Sidewalk Obstructions

- Cracking
- Settling
- Vegetation
- Uplifting
- Vertical Obstructions
- Fixed Obstructions
- Non-ADA Compliance

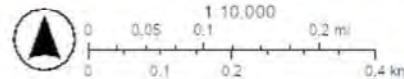
Sidewalk Condition

- Excellent-5
- Good-4
- Fair-3
- Poor-2
- Very Poor-1
- No Sidewalk

Sidewalk Condition and Obstructions-West



7/29/2024



Legend

Sidewalk Obstructions

- Cracking
- Settling
- Vegetation
- Uplifting
- Vertical Obstructions
- Fixed Obstructions
- Non-ADA Compliance

Sidewalk Condition

- Excellent-5
- Good-4
- Fair-3
- Poor-2
- Very Poor-1
- No Sidewalk

Sidewalk Condition and Obstructions-South



7/29/2024

Legend

Sidewalk Obstructions

- Cracking
- Settling
- Vegetation
- Uplifting
- Vertical Obstructions
- Fixed Obstructions
- Non-ADA Compliance

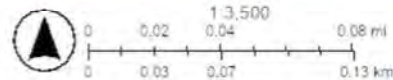
Sidewalk Condition

- Excellent-5
- Good-4
- Fair-3
- Poor-2
- Very Poor-1
- No Sidewalk

Sidewalk Condition and Obstructions-Downtown



7/29/2024



Legend

Sidewalk Obstructions

- Cracking
- Settling
- Vegetation
- Uplifting
- Vertical Obstructions
- Fixed Obstructions
- Non-ADA Compliance

Sidewalk Condition

- Excellent-5
- Good-4
- Fair-3
- Poor-2
- Very Poor-1
- No Sidewalk



2024 August Council Report

To: The City Council

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

Subject: DPS Monthly Council Report

Meeting Date: August 12, 2024

City Hall Projects:

Parking Lot Lights Completed by Hickey Electric:



West Side Landscaping completed by Harder & Warner:





2024 August Council Report

New Drinking Fountains by Carpenter Plumbing:



Emergency Repair of Hydrant:

A few weeks ago a pick-up truck ran over the hydrant in front of Holiday Inn Express. This was not discovered for a few hours after the occurrence. DPS was alerted when it was discovered and they did a great job managing the situation. The truck had to be removed by a wrecker before we could work on the leak and repair. DPS persevered and were able shut down the leak and make the repair.





2024 August Council Report

Parking Lot 8 Reconstruction:

Katerberg VerHage has started construction and should be completed in 4-6 weeks.

Fish Hatchery Restroom Building Project:

The contractor (Bultsma) will begin this month. There are several porta johns at the park to supplement for the restroom building being demolished.

Final Clarifier #2 Upgrade Engineering:

Moore & Bruggink has begun working this project.

Upcoming Fall Projects:

- Cemetery Memorial Wall Construction
- WTP Generator Wall
- Tree Planting

I will gladly answer any questions that Council members have at the meeting.

Respectfully,

Travis Tate, P.E.

DPS Director



City of *Hastings* Michigan

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

201 E. State Street 49058

Fire Department Council Report August 2024

The department responded to 71 calls for service: 36 in the city, 35 in the townships and 2 mutual aids. Our members spent a total of 310 hours responding to calls for service. Total calls for service are 446 YTD.

Training

Our members trained a total of 39 hours for the month of July. We focused on Business Pre Plans and entry familiarization. Medically we reviewed artificial airways, patient care and correct documentation.

Smoke/ CO detector installations

We installed 6 smoke detectors and 2 carbon monoxide detectors in July.

Department activities

During the month of July, we finalized the testing and gave occupancy to Tyden Lofts. We spent a lot of time working with the contractors and management to ensure we have a stable alarm system for the new residents. We are continuing to grow our Knox box program. We have added another 5 in July this puts the district at 61 Knox boxes throughout the district. July is also NFPA testing month, all pump, DOT testing is complete, along with oil and filter changes in all engines.

Chief's comments

We are currently at 19 Paid on-call members. In October, we plan to send three to the Fire Academy. We currently have a full time posting for a Firefighter, this posting is open until August 15th; we have several applications for the position. We have recently made the choice to adhere to NFPA guidelines, which, in the long run, will help the department grow, keeping up with new technologies and equipment and aid with accreditation. One big part to this is members having annual physicals which includes cancer screening and fitness for duty exams.

Respectfully,

Chief Mark Jordan



City of Hastings Fire Department Incident Analysis

7/1/2024 - 7/31/2024

INCIDENT TYPE CATEGORY BREAKDOWN

7/1/2024 - 7/31/2024

Code	Incident Type Series	Occurrences	Percentage
100-199	Fire/Explosion	9	12.7%
200-299	Overpressure Rupture	0	0.0%
300-399	Rescue Call	31	43.7%
400-499	Hazardous Condition	10	14.1%
500-599	Service Call	3	4.2%
600-699	Good Intent Call	13	18.3%
700-799	False Call	5	7.0%
800-899	Severe Weather/Natural Disaster	0	0.0%
900-999	Special Type/Complaint	0	0.0%
	Undetermined Incident Series	0	0.0%
	Total	71	100.0%

MUTUAL AID DISTRICT BREAKDOWN

District	Fire	EMS	Other	Total	Percentage
Mutual Aid	1	1	0	2	2.8%
Total	1	1	0	2	2.8%

FIRE DISTRICT BREAKDOWN

District	Occurrences	Percentage
Baltimore Twp	2	2.8%
Carlton Twp	3	4.2%
Hastings Twp	11	15.5%
Irving Twp	7	9.9%
Rutland Twp	9	12.7%
Ward 1	9	12.7%
Ward 2	4	5.6%
Ward 3	10	14.1%
Ward 4	13	18.3%
Total	68	95.8%



City of Hastings Fire Department

Apparatus Summary

7/1/2024 - 7/31/2024

Total Runs for Date Range: 71

RESPONSE TOTALS PER APPARATUS

APPARATUS NAME	TOTAL	%
831	23	32.4 %
832	2	2.8 %
833	5	7 %
8331	0	0 %
834	5	7 %
835	34	47.9 %
836	2	2.8 %
837	27	38 %
Air Trailer	1	1.4 %
EM82	1	1.4 %
Haz1	0	0 %
LT1	0	0 %
POV	22	31 %
Engine 1	1	1.4 %

Hastings City/Barry County Airport Commission
Draft Meeting Minutes
August 2, 2024
Special Meeting

Call to Order. The meeting was called to order by Vice-Chair Teunessen at 3:00 p.m.

Pledge of Allegiance. Teunessen led the Pledge of Allegiance.

Roll Call. Roll was taken. Members Present: Smelker, Teunessen, Tossava. Member Absent: Resseguie.

Approval of Agenda. Motion by Tossava, Second by Smelker to approve the agenda for the August 2, 2024 meeting as presented. All members present voting yes; motion carried.

Limited Public Comment. No public comment was received.

Approval of Minutes. There were no modifications proposed for the draft minutes of the June

New Business.

The management service contract was presented to the Airport Commission with modifications as negotiated. It was noted that this is presently a month to month contract and that the City Council and Board of Commissioners would need to approve a multi-term contract. Discussion was held.

Motion by Tossava, Second by Smelker to approve the contract as presented. All members present voting yes; motion carried.

The Commission discussed the vacancy on the Airport Commission due to the resignation of Ron Holley. It was the consensus of the Commission that the County's procedures would be followed for soliciting applications and that applications would be accepted through the end of August with the intent to make an appointment at the September regular meeting.

Board Comments.

Smelker stated that he was happy security was not needed at the meeting. Tossava noted that a new signer would need to be designated for existing contracts. Teunessen expressed gratitude for Ron Holley's many years of service to the airport board and expressed confidence in Gino's abilities as airport manager.

Adjournment.

Motion by Tossava, Second by Smelker to adjourn the meeting. All members present voting yes; motion carried. Meeting adjourned at 3:14 p.m.



Via e-mail delivery

July 17, 2024

Ryan McAnany, Director
Michigan Public Service Commission
7109 W. Saginaw Hwy.
Lansing, Michigan 48917

Re: DIRECTV, LLC (DIRECTV) Annual Video Report

DIRECTV, LLC ("DIRECTV") hereby submits its Annual Video Report to the Michigan Public Service Commission and franchising entities under Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended, or "Video Act"). A copy of the report is being provided to the Clerk in each of the Michigan communities where DIRECTV has a local franchise agreement for U-verse video service. These are the same communities previously served by Michigan Bell Telephone Company ("AT&T Michigan").

We respectfully request the Commission to accept this report. Questions regarding this report can be directed to me as follows:

DIRECTV
Legal/External Affairs
2260 E. Imperial Hwy.
El Segundo, CA 90245
e-mail: scott.alexander@directv.com
telephone: (214) 202-3185

Sincerely,

A handwritten signature in black ink, appearing to read "Scott J. Alexander".

Scott J. Alexander
Senior Director – External Affairs

Enclosure



July 17, 2024

DIRECTV, LLC Annual Video Report for U-verse Video Service in Michigan

DIRECTV, LLC ("DIRECTV") submits this Annual Video Report to the Michigan Public Service Commission ("MPSC" or "Commission") and franchising entities in the State of Michigan as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended or "Video Act").

On or about August 11, 2021, the municipalities served by Michigan Bell Telephone Company ("AT&T Michigan") were notified that their Uniform Video Local Franchise Agreement ("Agreement") was transferred to DIRECTV and that AT&T retains a majority economic interest in DIRECTV, with TPG Capital holding a minority economic interest. DIRECTV is a separate, affiliate company and operates independently of AT&T.

DIRECTV will continue to meet the terms of those Agreements and of the Video Act, as it relates to the continued provision of the U-verse IP-enabled video service. As required under Sec. 9 (1) of the Video Act, DIRECTV does not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.

U-verse TV includes:

- Access to live video programming and on-demand and interactive content
- Ability to access more than 240 HD channels
- Ability to record up to 4 shows at once with Total Home DVR
- Ability to view programs via a subscriber's smartphone or tablet
- Public, Educational, and Government (PEG) channels for communities who are providing or request to provide PEG programming
- Customer service via call centers and 24/7 online
- Online customer service and technical support is available at <https://www.att.com/support/topic/u-verse-tv/>



AUGUST

2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	01	02 2:00 PM Airport	03
04	05 7:00 PM PC 4:30 PM Library Board	06	07	08	09	10
11	12 7:00 PM Council	13	14 3:00 PM Cemetery	15 8:00AM DDA	16	17
18	19	20 7:00 PM ZBA	21 10:30 AM Parks 5:30 PM JPC (Rutland)	22 8:00 AM BRA	23	24
25	26 7:00 PM Council	27	28 4:30 PM Airport	29	30	31
01	02	03	04	05 PC (Planning Commision) ZBA (Zoning Board of Appeals) DDA(Downtown Development Authority) BRA (Brownfield Redevelopment Authority) JPA (Hastings/Rutland Joint Plannina Alliance) JPC (Hastings/Rutland Joint Planning Commission)	06	07

City of Hastings

Primary Election

Tuesday, August 6, 2024

	<u>Ward 1</u>	<u>Ward 2</u>	<u>Ward 3</u>	<u>Ward 4</u>	<u>CITY TOTAL</u>
Registered Voters	1512	1692	1447	1494	6145
Ballots Cast	569	365	345	566	1845
%	37.63%	21.57%	23.84%	37.88%	30.02%

REPUBLICAN

US Congress

Amash	187	118	113	187	605	45.59%
O'Donnell	39	37	32	37	145	10.93%
Pensler	33	34	15	18	100	7.54%
Rogers	141	84	84	158	467	35.19%
Write-Ins	4	2	0	4	10	0.75%

State Representative

Moolenaar	328	256	206	313	1103	98.22%
Write-Ins	2	5	4	9	20	1.78%

Legislative

Johnsen	234	148	148	245	775	60.98%
Rocha	153	121	90	132	496	39.02%

County Prosecutor

Nakfoor-Pratt	367	242	226	354	1189	98.67%
Write-Ins		7	6	3	16	1.33%

County Sheriff

Ibbotson	8	9	7	5	29	1.92%
Leaf	206	150	133	184	673	44.51%
Noteboom	35	26	25	17	103	6.81%
Spencer	211	129	109	258	707	46.76%
Write-Ins	0	0	0	0	0	0.00%

County Clerk

VanDenburg	335	239	219	332	1125	98.94%
Write-Ins		5	3	4	12	1.06%

County Treasurer

Gallagher	28	21	25	41	115	9.37%
Shumway	228	156	136	213	733	59.74%
Wing	101	84	71	111	367	29.91%
Write-Ins		6	1	5	12	0.98%

County Register of Deeds

Reed	323	230	211	312	1076	87.69%
Write-Ins	2	5	3	4	14	1.14%

County Drain Commissioner

Doster	123	83	73	124	403	33.22%
Dull	250	172	140	238	800	65.95%
Write-Ins	1	3	0	6	10	0.82%

County Surveyor

Write-Ins					0	#DIV/0!
-----------	--	--	--	--	---	---------

County Commissioner District 1

Corey	105	72	79	111	367	31.37%
Hatfield	248	165	131	252	796	68.03%
Write-Ins	1	2	1	3	7	0.60%

*Party Precinct Delegate**Ward 1*

Pool	169				169	41.83%
Rocha	219				219	54.21%
Write-Ins	6	10			16	3.96%

Ward 3

Bowman			124		124	38.51%
Hertzler			89		89	27.64%
Vann			104		104	32.30%

Write-Ins	5	5	1.55%
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Ward 4

Mathews	210	210	40.86%
Molhoek	134	134	26.07%
Schilz	161	161	31.32%
Write-ins	9	9	1.75%

DEMOCRATIC

US Congress

Harper	18	9	7	7	41	17.30%
Slotkin	59	44	36	57	196	82.70%
Write-Ins	0	0	0	0	0	0.00%

State Representative

Lynch	69	50	36	57	212	100.00%
Write-Ins	0	0	0	0	0	0.00%

Legislative

Terpening	71	49	38	59	217	100.00%
Write-Ins	0					0.00%

County Prosecutor

Write-Ins	0	0	0	#DIV/0!
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County Sheriff

Write-Ins	0	#DIV/0!
-----------	---	---------

County Clerk

Write-Ins	0	#DIV/0!
-----------	---	---------

County Treasurer

Write-Ins	0	#DIV/0!
-----------	---	---------

County Register of Deeds

Write-Ins	0	#DIV/0!
-----------	---	---------

County Drain Commissioner

Write-Ins					0	#DIV/0!
-----------	--	--	--	--	---	---------

County Surveyor

Write-Ins					0	#DIV/0!
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County Commissioner District 1

Write-Ins					0	#DIV/0!
-----------	--	--	--	--	---	---------

Party Precinct Delegate

Ward 1

Josh Winkelstein	61				61	100.00%
------------------	----	--	--	--	----	---------

Write-Ins					0	#DIV/0!
-----------	--	--	--	--	---	---------

Ward 4

Colgen				37	37	30.08%
--------	--	--	--	----	----	--------

Loftus				44	44	35.77%
--------	--	--	--	----	----	--------

Lynn				42	42	34.15%
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Write-Ins					0	0.00%
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PROPOSAL

COA Millage Renewal

Yes	357	245	206	364	1172	68.38%
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No	166	128	107	141	542	31.62%
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NONPARTISAN

City Mayor

Fogg	25	31	29	32	117	7.66%
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Nesbitt	99	84	80	105	368	24.08%
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Tossava	321	212	208	302	1043	68.26%
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City of Hastings Primary Election**Tuesday, August 6, 2024**

	<u>Ward 1</u>	<u>Ward 2</u>	<u>Ward 3</u>	<u>Ward 4</u>	<u>CITY</u> <u>TOTAL</u>
Early Voting	33	18	16	45	112
Registered Voters	1512	1692	1447	1494	6145
Ballots Cast					
In Person	224	160	218	251	853
Absent Voter	312	187	111	270	880
Total	569	365	345	566	1845
Voter %					
Early Voting	0.90%	0.70%	0.64%	2.48%	0.01%
In Person	14.81%	9.46%	15.07%	16.80%	13.88%
Absent Voter	20.63%	11.05%	7.67%	18.07%	14.32%
Total	37.63%	21.57%	23.84%	37.88%	30.02%