



City of *Hastings* Michigan

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

201 E. State Street 49058

Regular Council Meeting
August 26, 2024
Executive Summary

Item #	Summary
9A	Description: Items for Action by Unanimous Consent Recommended Action: Motion to approve the consent agenda as presented.
10A	Description: Cemetery Memorial Contract Recommended Action: Motion to approve the negotiated contract for Cemetery Memorial construction with Katerberg Verhage for \$104,421.
10B	Description: Commercial Rehabilitation District, Resolution 2024-24 Recommended Action: Motion to adopt Resolution 2024-24 establishing a Commercial Rehabilitation District for properties located at 328 E. Mill Street (PP# 55-001-001-02) and 420 E. Mill Street (PP# 55-001-001-04).
10C	Description: Traffic Control Order #221 Recommended Action: Motion to authorize City of Hastings Traffic Control Order #221.



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201 E. State Street 49058

Item #	Summary
10D	<p>Description: New Ford F250 Pickup Truck (Chief of Police)</p> <p>Recommended Action: Motion to approve the purchase of a new 2024 Ford F250 Pickup Truck from Lunghamer Ford of Owosso in the amount of \$55,291.</p>
10E	<p>Description: Upfitting of new Ford F250 Pickup Truck</p> <p>Recommended Action: Motion to approve the upfitting of the new Ford F250 Pickup Truck by C-Comm of Kalamazoo, Inc, in the amount of \$9,197.07.</p>
10F	<p>Description: Road Salt Contract</p> <p>Recommended Action: Motion to approve the contract for 700 tons of seasonal road salt from Detroit Salt Company for \$45,913.</p>
10G	<p>Description: First Amendment to City Manager Employment Agreement, Resolution 2024-25</p> <p>Recommended Action: Motion to adopt Resolution 2024-25, to approve the first amendment to the City Manager employment agreement as presented.</p>

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Agenda
August 26, 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 August 12, 2024, regular meeting
- ✓ 6. Public Hearings:
 - A. Public Hearing regarding establishment of a commercial rehabilitation district for 328 and 420 E Mill Street Hastings, MI 49058, pursuant to P.A. 210 of Public Acts 2005.
7. Public Comment:
8. Formal Recognitions and Presentations:
 - A. Presentation from Dave Hatfield, Barry County Commissioner.
- ✓ 9. Items for Action by Unanimous Consent:
 - A. Receive and place on file four (4) invoices totaling **\$693,493.88** as detailed in attachments.
- ✓ 10. Items of Business:
 - * A. Consider approval of the negotiated contract for Cemetery Memorial construction with Katerberg Verhage for **\$104,421**.
 - * B. Consider adoption of **Resolution 2024-24**, establishing a Commercial Rehabilitation District for properties located at 328 E. Mill Street (PP# 55-001-001-02) and 420 E. Mill Street (PP# 55-001-001-04).
 - * C. Consider authorization of City of Hastings Traffic Control Order #221.
 - * D. Consider approval of the purchase of a new 2024 Ford F250 Pickup Truck from Lunghamer Ford of Owosso in the amount of **\$55,291**.
 - * E. Consider approval of the upfitting the new Ford F250 Pickup Truck by C-Comm of Kalamazoo, Inc, in the amount of **\$9,197.07**.

- * F. Consider approval of the contract for 700 tons of seasonal road salt from Detroit Salt Company for **\$45,913**.
- * G. Consider adoption of **Resolution 2024-25**, to approve the first amendment to the City Manager employment agreement as presented.
- 11. Staff Presentations and Policy Discussions (None)
- 12. City Manager Report:
 - * A. Police Chief Boulter Monthly Report
 - * B. City Clerk/Treasurer Perin Monthly Financial Reports
 - * C. Community Development Director King Monthly Report
- ✓ 13. Reports and Communications:
 - * A. August 15, 2024, Draft DDA Minutes
- 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
August 12, 2024

1. Regular meeting called to order at 7:00 PM
2. Swearing in of Linda Perin, City Clerk/Treasurer, by Mayor Tossava.
3. Roll call:

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

City Staff and Appointees Present: Perin, Moyer-Cale, King, Tate, Jordan and Hemerling.
4. Pledge to the flag.
5. Approval of the agenda:

Comment by Tossava, amended for adding of item 10L.

Motion by McLean, with support by Brehm, to approve the agenda as amended.

All ayes. Motion carried.
6. Approval of the minutes of July 22, 2024 regular meeting.

Motion by Brehm, with support by Barlow, to approve the minutes of the July 22, 2024 regular meeting.

Ayes: Barlow, Bowers, Brehm, Jarvis, McLean, Nesbitt, Resseguie, Stenzelbarton, and Tossava.
Nays: None
Motion carried.
7. Public Hearings: (None)
8. Public Comment (None)
9. Formal Recognitions and Presentations:

A. Presentation from Dave Hatfield, Barry County Commissioner. (Absent)
10. 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.

Motion by Barlow, with support by McLean, 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.

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

Nays: None.

Motion carried.

- B. Receive and place on file four (4) invoices totaling **\$143,840.50** as detailed in attachments.

Motion by McLean, with support by Jarvis, to receive and place on file four (4) invoices totaling **\$143,840.50** as detailed in attachments.

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

Nays: None.

Motion carried.

- 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.

Motion by Barlow, with support by Resseguie, to appoint City Manager Sarah Moyer-Cale to the Barry County Solid Waste Oversight Committee for a three-year term.

Comments by Stenzelbarton, Moyer-Cale, and Tossava.

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

Nays: None.

Motion carried.

11. Items of Business.

- A. Consider adoption of **Resolution 2024-21** to approve signatories for financial institution accounts for the City of Hastings.

Motion by Resseguie, with support by McLean, to adopt **Resolution 2024-21** to approve signatories for financial institution accounts for the City of Hastings.

Comment by Stenzelbarton.

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

Nays: None.

Motion carried.

- 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.

Motion by Nesbitt, with support by Bowers, to adopt **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.

Comments by Barlow, King, Moyer-Cale, and Tossava.

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

Nays: None.

Motion carried.

- 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.

Motion by Nesbitt, with support by Brehm, 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.

Comments by Stenzelbarton and King.

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

Nays: Bowers and Stenzelbarton.

Motion carried.

- D. Consider approval of the purchase of four (4) sets of Personnel Protective Clothing (turnout coat and pants) from Allied Fire Sales in the amount of **\$10,458.56**.

Motion by Stenzelbarton, with support by McLean, to approve the purchase of four (4) sets of Personnel Protective Clothing (turnout coat and pants) from Allied Fire Sales in the amount of **\$10,458.56**.

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

Nays: None.

Motion carried.

- E. Consider approval of the proposal by MCSA Group for professional services for police department workspace improvements for a sum of **\$6,500**.

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

Comments by Bowers, Nesbitt, Moyer-Cale, and Tossava.

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

Nays: None.

Motion carried.

- F. Consider approval of the proposal from Allied Fire Sales to complete engine repairs to 1999 ladder truck (836) for **\$5,991.62**.

Motion by Bowers, with support by McLean, to approve the proposal from Allied Fire Sales to complete engine repairs to 1999 ladder truck (836) for **\$5,991.62**.

Comments by Jordan, Stenzelbarton, and Tossava.

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

Nays: None.

Motion carried.

- G. Consider approval of the Metro Act Permit Extension by KEPS Technologies for a five (5)-year period ending August 15, 2029.

Motion by Stenzelbarton, with support by Jarvis, to approve of the Metro Act Permit Extension by KEPS Technologies for a five (5)-year period ending August 15, 2029.

Comments by Moyer-Cale, Bowers, Nesbitt and Tossava.

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

Nays: None.

Motion carried.

- 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.

Motion by Barlow, with support by Nesbitt, 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.

Comments by Jordan, and Stenzelbarton.

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

Nays: None.

Motion carried.

- I. Consider approval of the proposal from Burgess Surveying for 2024 Miscellaneous Survey Projects for the sum of **\$9,250**.

Motion by Stenzelbarton, with support by Brehm, to approve the proposal from Burgess Surveying for 2024 Miscellaneous Survey Projects for the sum of **\$9,250**.

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

Nays: None.

Motion carried.

- J. Consider adoption of **Resolution 2024-23** delegating the authority to conduct a public hearing to the Brownfield Redevelopment Authority.

Motion by McLean, with support by Barlow, to adopt **Resolution 2024-23** delegating the authority to conduct a public hearing to the Brownfield Redevelopment Authority.

Comments by Bowers, Moyer-Cale, Stenzelbarton, and Tossava.

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

Nays: None.

Motion carried.

- 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).

Motion by Brehm, with support by Nesbitt, 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).

Comments by Resseguie, Stenzelbarton, and Moyer-Cale.

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

Nays: None.

Motion carried.

- L. Consider adopting Sub-Grant Agreement between The Right Place, Inc. and the City of Hastings for the Streetscape Project in the amount of **\$474,500**, with the signers being the City Manager and the Clerk.

- M. Motion by McLean, with support by Jarvis, to adopt Sub-Grant Agreement between The Right Place, Inc. and the City of Hastings for the Streetscape Project in the amount of **\$474,500**, with the signers being the City Manager and the Clerk.

Comments by Moyer-Cale, and Tossava.

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

and Tossava.
Nays: None.
Motion carried.

12. Staff Presentations and Policy Discussions:

A. Presentation from Staff Intern Aaron Sutter about sidewalk conditions.

Comments by McLean, Stenzelbarton, and Tossava.

13. City Manager Report:

City Manager Moyer-Cale addressed Council.

A. Public Services Director Tate Monthly Report.

Comment by Bowers.

B. Fire Chief Jordan Monthly Report.

Comment by Bowers, and Tossava.

14. Reports and Communications:

A. August 2, 2024, Draft Airport minutes.

B. July, 17, DIRECTV, LLC (DIRECTV) Annual Video Report.

C. August 2024 Calendar.

D. August 6, 2024, City of Hastings Primary Election Reports/Participation Results.

Motion by Resseguie, with support by Barlow, to accept and place on file items 14 A-D.

All ayes. Motion Carried.

15. Public Comments:

Amy Bass.

16. Mayor and Council comments:

Comments from Barlow, Resseguie, Stenzelbarton, Boulter

17. Adjourn:

Motion by McLean, with support by Resseguie to adjourn.

All ayes. Motion carried.

Meeting adjourned at 8:08 PM.

Read and Approved:

David J. Tossava, Mayor

Linda Perin, Deputy City Clerk

DRAFT

Summary - City of Hastings Invoices
City Council Meeting
August 26, 2024

9.A

No.	Vendor	Amount	Description (with date paid)
1	Katerberg VerHage, Inc.	\$419,260.30	8/8/24 Hastings Streetscape
2	Ace Asphalt Chip Seal	\$178,035.00	8/8/24 2 course chip seal pavings: W. Apple St., Industrial Park Dr., Market St., Cass St., W. State Rd.
3	Moore + Bruggink Consulting Engineers	\$25,658.23	8/8/24 Base design and roundabout design - project 230232.01 Green St. and Market St. Improvements
4	Cotant's Farm Market	\$20,540.35	8/8/24 Hanging Baskets, 58 3' Diameter Planters, 10 2' x 6' Planters, 111 flower dairy doo soil w/ fertilizer, labor
4	Invoices	\$643,493.88	

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

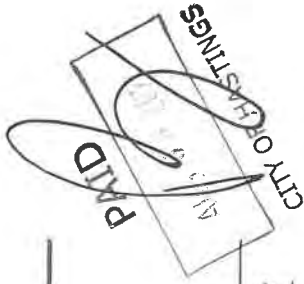
TO OWNER:	THE CITY OF HASTINGS 201 E. STATE ST HASTINGS, MI 49058	PROJECT:	HASTINGS STREETSCAPE	APPLICATION NO.: 10	PERIOD TO: 7/31/2024	Distribution to:	OWNER CONSTRUCTION MANAGER ARCHITECT CONTRACTOR
FROM CONTRACTOR:	KATERBERG VERHAGE, INC. 3717 MICHIGAN ST NE GRAND RAPIDS, MI 49525	VIA ARCH / ENG / CM:	MCSA GROUP 529 GREENWOOD AVE E. GRAND RAPIDS, MI 49506	PROJECT NOS.:			
CONTRACT FOR:	SITEWORK/EXCAVATION	CONTRACT DATE:	8/15/2023				

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- | | | |
|---|----|--------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 2,800,777.00 |
| 2. Net Change By Change Orders | \$ | 98,315.75 |
| 3. CONTRACT SUM TO DATE | \$ | 2,900,092.75 |
| 4. TOTAL COMPLETE & STORED TO DATE | \$ | 2,857,865.00 |
| 5. RETAINAGE: | | |
| a. 05% of completed work | \$ | 142,893.25 |
| b. 05% of stored material | \$ | - |
| Total Retainage | \$ | 142,893.25 |
| 6. TOTAL EARNED LESS RETAINAGE | \$ | 2,714,971.75 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ | 2,295,711.45 |
| 8. CURRENT PAYMENT DUE | \$ | 419,260.30 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE | \$ | 185,121.00 |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 48,595.75	\$ -
Total approved this month	\$ 52,720.00	\$ -
TOTALS	\$ 98,315.75	\$ -
NET CHANGES by Change Order	\$ 98,315.75	\$ -



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

CONSTRUCTION MANAGER:

By:

ARCHITECT:

By:

Date:

Date:

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



FISCAL

23 - 24 -

YEAR

616-242-4742

info@chipsealmi.com

4726 Hidden Highland Dr Rockford, MI 49341

5560

Ace Asphalt Chip Seal

Invoice

Bill to: City Of Hastings Attn: Rob Neil
301 E. Court St Hastings, MI
49058
269-945-2468
rneil@hastingsmi.org

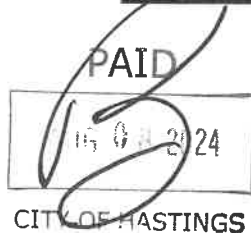
Number: INV10018
Date: Jun 13, 2024
Due date: On receipt

Description	Quantity	Unit price	Amount
2 courses Chip Seal Paving of W. Apple Street 81,600 sq. ft	1	\$61,200.00	\$61,200.00
2 courses chip seal paving Industrial Park Drive 9,648 sq. ft	1	\$7,236.00	\$7,236.00
2 course chip seal paving Market St 9,108 sq. ft	1	\$6,831.00	\$6,831.00
2 courses chip seal paving Cass St. 6,944 sq. ft	1	\$5,208.00	\$5,208.00
2 courses chip seal paving W. State Rd 130,080 sq. ft	1	\$97,560.00	\$97,560.00

Payment instructions

Please send check, payable to Ace Asphalt
Chip Seal to 4726 Hidden Highland Dr.
Rockford, MI 49341

Subtotal: \$178,035.00
Total: \$178,035.00
Paid: \$0.00

Balance Due**\$178,035.00**

13/24

5394



Moore+Bruggink
Consulting Engineers
2020 Monroe Avenue NW
Grand Rapids MI 49505-6298
P 616.363.9801 F 616.363.2480

CITY OF HASTINGS
TRAVIS TATE
201 EAST STATE STREET
HASTINGS, MI 49058

Invoice number 230232.1-7
Date 07/11/2024
Project **230232.01 GREEN STREET AND
MARKET STREET IMPROVEMENTS**

Invoice from June 1, 2024 through June 30, 2024

Base Design

- 1. Preliminary cross section design.
 - 2. Preliminary utility design.
 - 3. Preliminary grading and road corridor.
 - 4. Develop maintenance of traffic plans.
 - 5. Send out open house invite letters.
 - 6. Prepare for and attend open house.
- Subtotal: \$24,552.63

Roundabout Design

- 1. Roundabout design and grading for Green & Market intersection.
- Subtotal: \$1,105.60

Description	Current Billed
DESIGN LABOR	24,552.63
ROUNDAABOUT LABOR	
	Total 1,105.60
<div>PAID CITY OF HASTINGS</div>	
Invoice total	25,658.23

Please Mail remittance to:
Moore & Bruggink, Inc., 2020 Monroe Avenue, N.W., Grand Rapids, MI 49505-6298
A service charge of one percent per month will be added to all accounts not paid within 30 days of invoice

315

COTANT'S FARM MARKET, INC.

3310 McKeown Rd.
Hastings, MI 49058

93 - 249-945-4180

NAME		YEAR	DATE	
City of Hastings			7-26-2021	
ADDRESS				
PHONE				
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.
MDSE. RET'D				
QTY.	DESCRIPTION			AMOUNT
60	Hanging Baskets @ 115.00 each			6900.00
58	3' diameter planters			
10	2'x6' planters			8086.35
111	Flower Doo Sal w/ fertilizer @ 14.00 bag			1554.00
Labor hanging baskets & planters				1100.00
TAX				
RECEIVED BY				TOTAL 20,540.35

2492

Thank You!

Thank You



Regular Council Agenda Item Memorandum

To: City Council

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

Subject: Cemetery Memorial Space Contract Approval

Meeting Date: August 26, 2024

Recommended Action:

Motion to approve the negotiated contract for Cemetery Memorial construction with Katerberg Verhage for \$104,421.

Background Information:

The Cemetery Memorial received 3 bids for construction. Katerberg VerHage was the lowest complete bid for \$118,071. The next lowest complete bid was from Epic Excavating, Inc. for \$119,999.46. The third bid was from Everett's Landscape Management, Inc. but was incomplete filling out only landscape items for \$14,747.17.

There is \$105,580 remaining in the project budget for the construction of the memorial project which would mean the bid is **\$12,491.00** over budget.

The Cemetery Advisory Board voted to have the Director of Public Services negotiate the contract to lower the contract amount below the remaining budget. The changes to the original contract are as follows: Delete the project sign for \$1,750 savings, DPS will do the tree removal for \$4,700 savings, KV error for benches saved \$5,250, DPS will install boulders by the parking area for a savings of \$1,200.

Financial Implications:

The negotiated contract price is \$1,159 under the established budget.

Attachments:

- Bid Opening Tab
- Negotiated Bid Form

PROPOSAL FORM
Cemetery Memorial Design Phase I

TO: Sarah Moyer-Cale, City Manager
City of Hastings
201 E State Street
Hastings, MI 49058

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

One hundred and four thousand, four hundred and twenty one dollars and zero cents (\$104,421.00)

This is not a unit price contract. The following unit prices will be utilized to assess bids, revise contract amounts, and develop change orders. Bidders must provide unit prices for every bid item at the time the bid is submitted. The Base Bid amount must be equal to the summation of the extension of all unit prices; Items (1) through (19). Bids which are incomplete or inaccurate will be subject to disqualification.

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

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

Bidder Company Name LV

GENERAL CONDITIONS

Item No.	Description	Qty	Unit *	Installed Unit Price	Unit Total
1.	Mobilization and maintaining traffic complete.	1	LS	\$ 2,000	\$ 2,000
2.	The cost of project related bonds and insurance.	1	LS	\$ 1,750	\$ 1,750
3.	Project sign as per specifications and location as directed by Landscape Architect.	1	LS	\$ 1,750	\$ 1,750 \$00.00
4.	All layout and staking of site work elements complete.	1	LS	\$ 1,500	\$ 1,500
5.	General conditions: management, overhead and profit. Unit price shall be equal to 5% of the total base bid.	1	LS	\$ 6,000	\$ 5,250 \$ 6,000

Subtotal= \$10,500

SITE PREPARATION AND REMOVALS

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
6.	Site Preparation and Grading including Soil Erosion, Sedimentation Control and all other work shown on the plans but not otherwise listed below.	1,047	SY	\$ 23.87	\$ 20,300 \$ 25,000

GENERAL SITE CONSTRUCTION

Subtotal = \$20,300

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
7.	Furnish and Install Gravel Parking Area & Maneuvering Aisle per detail 1 on sheet L5 and as per plans and specifications.	142	SY	\$ 36.26	\$ 5,150
8.	Furnish and Install Crushed Stone Pathway per detail 2 on sheet L5 and as per plans and specifications.	74	SY	\$ 128.37	\$ 9,500
9.	Furnish and Install Concrete Paving per detail 1 on sheet L6 and as per plans and specifications.	929	SF	\$ 8.18	\$ 7,600
10.	Furnish and Install Concrete Pavers per detail 2 on sheet L6 and as per plans and specifications.	180	SF	\$ 65.55	\$ 11,800
11.	Furnish and Install Concrete Walls per detail 3 on sheet L6 and as per plans and specifications.	52	LF	\$ 264.42	\$ 13,750

Bidder Company Name K.V.

12.	Furnish and Install DuMor Model 529-00134 Wall-Mounted Bench per detail 4 on sheet L6 and as per plans and specifications.	2	EA	\$ 8,243	\$ 16,486 \$11,236.00
13.	Furnish and Install Nitterhouse Masonry Products, LLC Product 18-0397 Concrete Log Wheel Stop per detail 5 on sheet L5 and as per plans and specifications.	4	EA	\$ 265	\$ 1060
14.	Furnish and Install ADA Parking Sign per detail 6 on sheet L5 and as per plans and specifications.	1	EA	\$ 375	\$ 375

LANDSCAPE IMPROVEMENTS

Subtotal= \$60,471

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
15.	Furnish and install shrub and perennial planting bed as per plans and specifications.	210	SF	\$ 9.76	\$ 2050
16.	Furnish and Install Landscape Edger per detail 6 on sheet L6 and as per plans and specifications.	55	LF	\$ 5.45	\$ 300
17.	Furnish and Install Boulder Wall per detail 5 on sheet L6 and as per plans and specifications.	45	LF	\$ 192.22	\$ 8,650
18.	Install City Provided Landscape Boulders per detail 3 on sheet L5 and as per plans and specifications.	6	EA	\$ 200	\$ 1200 \$00.00
19.	Furnish and install restoration seeding and topsoil as per plans and specifications.	565	SY	\$ 3.80	\$ 2150

* See Page 3 for unit descriptions.

Subtotal= \$13,150

***Unit Descriptions**

LS = Lump Sum
SF = Square Feet
SY = Square Yard
EA = Each

Contract Total = \$104,421.00



City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

Sealed Bid Opening Results

Procurement Number: _____ [Assigned by Clerk's Office]

Bid Name: _____

Opening Date & Time: _____

Vender Bids:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Present at
Opening: _____

Bid Granted to: _____

PO #: _____ ISSUED TO: _____ ON: _____
APPROVED VENDOR DATE

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



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Commercial Rehabilitation District

Meeting Date: August 26, 2024

Recommended Action:

Adopt Resolution 2024-24 establishing a Commercial Rehabilitation District for properties located at 328 E. Mill Street (PP# 55-001-001-02) and 420 E. Mill Street (PP# 55-001-001-04).

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.

District creation must take place prior to considering an application for an exemption. Approving the district does not commit the council to approving a future exemption. Applications for exemptions will be processed and reviewed separately.

Financial Implications:

Financial implications dependent on the terms of the Commercial Rehabilitation Exemption Certificate approval to be determined at a later date.



Regular Council Agenda Item Memorandum

Attachments:

- Resolution 2024-24
- Public Hearing Notice
- Commercial Rehabilitation Act Fact Sheet

RESOLUTION 2024-24

RESOLUTION TO ESTABLISH A COMMERCIAL REHABILITATION DISTRICT

WHEREAS, Pursuant to Public Act 210 of 2005, the City Council has the authority to establish a Commercial Rehabilitation District within the City of Hastings at the request of a commercial business enterprise; and

WHEREAS, 420 E. Mills, LLC has filed a written request with the Clerk of the City of Hastings requesting the establishment of a Commercial Rehabilitation District at 328 and 420 E. Mill Street located in the City of Hastings hereafter described; and

WHEREAS, the City Council for the City of Hastings has determined that the district meets the requirements set forth in sections 2(b) and 3 of PA 210 of 2005; and

WHEREAS, written notice has been given by certified mail to the Barry County Administrator and the owners of all real property within the proposed Commercial Rehabilitation District as required by section 3(3) of Public Act 210 of 2005; and

WHEREAS, On August 26, 2024, a public hearing was held, and all residents and taxpayers of the City of Hastings were afforded an opportunity to be heard thereon; and

WHEREAS, The City Council deems it to be in the public interest of the City of Hastings to establish the Commercial Rehabilitation District as proposed;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hastings that the following described parcel of land situated in the City of Hastings, Barry County Michigan, and State of Michigan, to wit:

Property Address: 328 E. Mill Street, Hastings, Michigan 49058 Tax Parcel No.: 55-001-001-02

Land in the City of Hastings, County of Barry, State of Michigan, described as follows:
ALL OF LOTS 330, 332, 333, AND 334 AND PART OF LOTS 329, 331, AND 335 AND PART OF VACATED PLATTED HANOVER STREET, AND PART OF VACATED PLATTED BOLTWOOD STREET, ALL IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF HASTINGS, BARRY COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH ¼ CORNER OF SECTION 17, TOWN 3 NORTH, RANGE 8 WEST: THENCE S00°15'23"W, 1121.83 FEET ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION 17 TO THE SOUTH LINE OF PLATTED MILL STREET; THENCE ALONG SAID SOUTH LINE N89°46'48"W, 534.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE S34°44'13"W, 359.13 FEET TO AN INTERMEDIATE TRAVERSE LINE OF THE NORTH BAND OF THE THORNAPPLE RIVER; THENCE ALONG SAID TRAVERSE LINE N50°51'15"W, 331.34 FEET; THENCE CONTINUING ALONG SAID TRAVERSE LINE N68°47'24"W, 82.56 FEET TO THE END OF SAID INTERMEDIATE TRAVERSE LINE; THENCE ALONG THE WEST LINE OF VACATED BOLTWOOD STREET N00°19'59"E, 58.15 FEET TO SAID SOUTH LINE OF MILL STREET; THENCE ALONG SAID

SOUTH LINE S89°46'48"E, 538.24 FEET TO THE POINT OF BEGINNING. INCLUDING LAND LYING BETWEEN SAID INTERMEDIATE TRAVERSE LINE AND THE WATERS OF THE THORNAPPLE RIVER, AS LIMITED BY THE SIDE LINES EXTENDED TO THE WATER EDGE. CONTAINING 1.95 ACRES OF LAND, MORE OR LESS, TO SAID INTERMEDIATE TRAVERSE LINE, PLUS AS UNDETERMINED AND VARIABLE AREA BETWEEN SAID TRAVERSE LINE AND THE WATERS OF THE THORNAPPLE RIVER.SPLIT/COMBINED ON 01/13/2017 FROM 55-001-001-00 and;

Property Address: 420 E. Mill Street, Hastings, Michigan 49058 Tax Parcel No.: 55-001-001-04

Land in the City of Hastings, County of Barry, State of Michigan, described as follows:
ALL OF LOTS 322 THRU 328, LOTS 336 THRU 348, PART OF LOTS 329 AND 335, ALL OF THE BLANK LOTS LYING WEST OF LOT 348, SOUTH OF APPLE STREET AND NORTHERLY OF THE THORNAPPLE RIVER, AND PART OF VACATED HANOVER, EAST AND APPLE STREETS, ALL IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF HASTINGS, BARRY COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS : COMMENCING AT THE NORTH 1/ 4 POST OF SECTION 17, TOWN 3 NORTH, RANGE 8 WEST, HASTINGS TOWNSHIP, BARRY COUNTY, MICHIGAN; THENCE S00°15'25"W 1121.72 FEET ALONG THE NORTH-SOUTH 1/ 4 LINE OF SAID SECTION 17 TO THE SOUTH LINE OF PLATTED MILL STREET (SAID POINT LYING 1.39 FEET EAST OF AN IRON PIPE); THENCE S00 °15'25" W, 499.60 FEET ALONG SAID 1/ 4 LINE TO AN INTERMEDIATE TRAVERSE LINE OF THE NORTH BANK OF THE THORNAPPLE RIVER; THENCE S70°55'22"W, 268.20 FEET ALONG SAID INTERMEDIATE TRAVERSE LINE; THENCE N72°46'49"W, 215.56 FEET ALONG SAID INTERMEDIATE TRAVERSE LINE; THENCE N50°12'27"W, 358 .27 FEET TO THE END OF SAID INTERMEDIATE TRAVERSE LINE; THENCE N34 °44'13"E, 360 . 42 FEET TO SAID SOUTH LINE OF MILL STREET; THENCE S89°46'48"E, 531.53 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. INCLUDING ALL LAND LYING BETWEEN SAID INTERMEDIATE TRAVERSE LINE AND THE WATERS OF THE THORNAPPLE RIVER AS LIMITED BY THE SOUTHERLY EXTENSION OF THE SIDELINES. CONTAINING 7.71 ACRES OF LAND, MORE OR LESS, TO SAID INTERMEDIATE TRAVERSE LINE, PLUS AN UNDETERMINED AND VARIABLE AREA BETWEEN SAID TRAVERSE LINE AND THE WATERS OF THE THORNAPPLE RIVER. SPLIT FROM 001-001-01 ON 8/28/19

be and hereby is established as a Commercial Rehabilitation District pursuant to the provisions of PA 210 of 2005 to be known as Commercial Rehabilitation District No. 2.

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

YEAS:

NAYS:

ABSENT:

MOTION DECLARED _____.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 26TH day of August 2024, by the City Council of the City of Hastings, by a vote of ___ members voting in favor thereof and ___ members voting against and ___ members absent.

Linda Perin
City Clerk

City of Hastings

NOTICE OF PUBLIC HEARING REGARDING ESTABLISHMENT OF A COMMERCIAL REHABILITATION DISTRICT FOR 328 AND 420 E MILL STREET, HASTINGS, MI 49058 PURSUANT TO P.A. 210 OF PUBLIC ACTS 2005

Notice is hereby given that the Hastings City Council will hold a public hearing for the purpose of hearing written and/or oral comments from the public concerning the establishment of a Commercial Rehabilitation District, pursuant to Public Act 210 of 2005. The public hearing will be held at 7:00 PM on Monday August 26, 2024 in the City Council Chambers on the second floor of City Hall, 201 E. State Street, Hastings, Michigan 49058.

The boundaries of the proposed Commercial Rehabilitation District include 328 E. Mill Street, parcel #55-001-001-02 and 420 E. Mill Street, parcel #55-001-001-04.

For additional information please contact the Office of the Community Development Director, 201 E. State Street, Hastings, MI 49058. Questions or comments can be directed to Dan King, Community Development Director at 269-945-2468 or dking@hastingsmi.gov.

The City will provide necessary aids and services to individuals with disabilities upon five days' notice to the Clerk of the City of Hastings. Individuals requiring these services should contact the Clerk of the City of Hastings at 269-945-2468, or via email at lperin@hastingsmi.gov.

Linda Perin
City Clerk



COMMERCIAL REHABILITATION ACT

Public Act 210 of 2005, as amended, encourages the rehabilitation of commercial property by abating the property taxes generated from new investment for a period up to 10 years. As defined, commercial property is a qualified facility that includes a building or group of contiguous buildings of commercial property that is 15 years or older, of which the primary purpose is the operation of a commercial business enterprise or multifamily residential use. A qualified facility may also include vacant property or other commercial property which, within the immediately preceding 15 years, was commercial property. Types of commercial business enterprises include office, engineering, research and development, warehousing, parts distribution, retail sales, and other commercial activities. Multi-family residential is housing that consists of five or more units. Commercial properties allocated new market tax credits are also considered a qualified facility.

Qualified retail food establishments are considered a qualified facility for purposes of granting the tax abatement. These establishments include a retail supermarket, grocery store, produce market, or delicatessen that offer unprocessed USDA-inspected meat and poultry products or meat products that carry the USDA organic seal, fresh fruits and vegetables, and dairy products for sale to the public. The qualified retail food establishment must be located in a “core community” as defined in the Obsolete Property Rehabilitation Act (PA 146 of 2000) or in an area designated as rural as defined by the United States Census Bureau and is located in an underserved area.

Commercial property does not include property that is to be used as a professional sports stadium or a casino. Land and personal property are not eligible for abatement under this act.

Note: This document is offered as a general guide only and the legislation should be reviewed by local officials.

WHO IS ELIGIBLE?

“Qualified local government units” mean any city, village or township.

WHAT IS REHABILITATION?

Rehabilitation is defined as changes to qualified facilities that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. The new investment in the rehabbed property must result in improvements aggregating to more than 10 percent of

the true cash value of the property at commencement of the rehabilitation of the qualified facility. Rehabilitation includes the following: improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment including heating, ventilation, and lighting, reducing multistory facilities to one or two stories, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the property to an economically efficient condition.

Rehabilitation also includes new construction on vacant property from which a previous structure has been demolished and if the new construction is an economic benefit to the local community as determined by the qualified local governmental unit.

Rehabilitation for a qualified retail food establishment also includes new construction.

WHAT IS THE PROCESS?

Before the commercial rehabilitation exemption certificate (i.e., property tax abatement) can be granted to the commercial property owner, the city, village or township by resolution of its legislative body, must establish a Commercial Rehabilitation District. The establishment of the district may be initiated by the local government unit or by owners of property comprising 50 percent of all taxable value of the property in the proposed district. The district must be at least three acres in size unless it is located in a downtown or business area or contains a qualified retail food establishment.

The city, village or township must hold a hearing to establish a Commercial Rehabilitation District. Notification of the hearing must be given to the county board of commissioners and all real property owners in the proposed district.

After the hearing is held and the local unit of government determines the district meets the requirements of the act, a copy of the resolution adopting the district shall be provided to the county where the district is established. Within 28 days, the county may accept or reject the establishment of the district. In a county with a county executive, the executive can write a letter rejecting the establishment of the district. In all other counties, the county board of commissioners can pass a resolution rejecting the establishment of the district.



MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

Once the district is established, the property owners may file an application with the local clerk for a commercial rehabilitation exemption certificate. Applications are available from the Michigan Department of Treasury. The local clerk shall provide written notification to the assessor of the local unit of government and each taxing jurisdiction that levies ad valorem property taxes of the application hearing. The city, village or township has 60 days after receipt of the application to either approve or disapprove the application. If denied, a reason must be given in the resolution. The assessor and applicant shall be sent a copy of the unapproved resolution by certified mail. If approved, the application and resolution must be sent to the State Tax Commission, which will certify or deny the application within 60 days. A resolution is not effective unless approved by the State Tax Commission.

COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE

Upon approval by the State Tax Commission, a commercial rehabilitation certificate is issued. The property owner must pay a Commercial Rehabilitation Tax rather than the normal property tax. The certificate must be issued for a period of at least one year, but cannot exceed 10 years. Certificates initially issued for less than 10 years may be extended, but shall not exceed 10 years. The criteria for extensions must be included in the resolution approving the abatement.

The Commercial Rehabilitation Tax freezes the taxable value of the building and exempts the new investment from local taxes. The school operating tax and the State Education Tax (SET) are still levied on the new investment. Land and personal property cannot be abated under this act.

DISCUSSION

In addition to the Commercial Rehabilitation Act (PA 210 of 2005), several other property tax abatements are available for the rehabilitation of commercial property in Michigan, including the Commercial Redevelopment Act (PA 255 of 1978) and the Obsolete Property Rehabilitation Act (PA 146 of 2000). Each act has unique eligibility requirements, processes, and lengths and terms of the abatement. Please refer to the Michigan Economic Development Corporation (MEDC) fact sheet for more information on each program and consult the authorizing statute to determine the best fit for your project needs.

SUPPORTING STATUTE

[Public Act 210 of 2005: Commercial Rehabilitation Act](#)

CONTACT INFORMATION

For more information on the Commercial Redevelopment Act, contact the [community development manager](#) assigned to your territory or visit www.miplace.org.



Regular Council Agenda Item Memorandum

To: Honorable Mayor and City Council

From: Chief Dale Boulter

Subject: Traffic Control Order #221

Meeting Date: August 26, 2024

Recommended Action:

Authorize City of Hastings Traffic Control Order #221.

Background Information:

The intersection of S. Jefferson St. and Center St. is currently controlled by a 2-way stop with signs located on S. Jefferson St. The increase of traffic in this area has caused safety concerns.

I have received concerns from citizens and city officials asking me to conduct an evaluation of the intersection. I, along with DPS Superintendent Rob Neil, assessed the intersection. The decision was made to make this a 4-way stop intersection. Stop signs were added to Center St. on June 20th of this year. DPS placed the stop signs and moved one parking sign due to it blocking clear sight of one of the signs.

I was able to find some history of this intersection where it was controlled by stop signs on Center St. making S. Jefferson St. a pass through (TCO#23 November 14th, 1966).

The intersection was changed again by moving the stop signs from Center St. to S. Jefferson St. (TCO#112 May 9th, 1988).

It is my belief the increase in vehicular and pedestrian traffic along with limited sight distance, the intersection is better suited as a 4-way stop intersection.

Financial Implications:

Cost of signage and labor to install

Attachments:

- Traffic Control Order #221

CITY OF HASTINGS

Traffic Control Order

#221

In accordance with City Ordinance Section 78-31, 78-32, R28.1126 Rule 153 of the Uniform Traffic Code for Cities, Townships and Villages, & MCL 257.610 an investigation has been made of traffic conditions on:

The intersection of S. Jefferson St. and Center St.

An investigation was conducted to review the intersection and safety necessity of causing traffic to stop on Center St. and S. Jefferson St. The current traffic control at this intersection is by stop signs placed on S. Jefferson St.

As a result of the investigation, it is hereby directed that:

Stop signs be placed on Center St. causing this intersection to become a 4-way stop.

Any Control Orders heretofore made with respect to the foregoing are hereby rescinded and superseded.

This order shall expire 90 days from the date of filing except that upon its approval by the Hastings City Council, it shall not so expire.

This Order becomes effective when signs giving notice of same have been erected.

Moved by _____ Supported by _____, that the above Traffic Control Order be adopted as read.



Dale Boulter
Chief of Police

06/20/2024
Date

Council Action _____
Approved or Not Approved

Ayes _____

Nays _____

Absent ___

Date filed with the Clerk

City Clerk



Regular Council Agenda Item Memorandum

To: Honorable Mayor and City Council

From: Chief Dale Boulter

Subject: Purchase of 2024 Ford 4x4 Truck

Meeting Date: August 26, 2024

Recommended Action:

Approve the purchase of a new 2024 Ford F250 Pickup Truck from Lunghamer Ford of Owosso in the amount of \$55,291.

Background Information:

Historically the Chief's vehicle has typically been a sedan. Times have changed, and we find ourselves looking for a truck to haul items in and around the city. From firearms training to community events, we ask to borrow trucks from the city garage. I, along with other members of the department, have used our own personal trucks to accomplish needs of the department.

The Chief's vehicle was scheduled for this budget year and instead of the sedan I have chosen a truck to better service the police department.

We will replace the existing Chief's vehicle (2018 Ford Taurus) with a Ford 4x4 Crew Cab pickup truck. The current Chief's vehicle will be rotated to the Deputy Chief, the current Deputy Chief's Vehicle (2015 Ford Taurus) will be rotated to the School Resource Officer. The Dodge Charger (2010) has been turned over to the city clerk to be sold at auction.

This purchase, along with the sale of the Dodge Charger, will maintain the current number of vehicles utilized by the police department.

The truck will also be upfitted with emergency lighting and communications radio. This vehicle will not be used as a patrol style vehicle but will be used for parades, community events, and as a command unit with the ability to haul larger items and trailers.



Regular Council Agenda Item Memorandum

Financial Implications:

The funds have been previously approved in the current budget. The purchase from Lunghamer Ford is a MIDEAL purchase.

The overall cost of the purchase of the truck and upfitting with emergency lighting is \$64,488 which is \$512 under budget.

Attachments:

- Quote from Lunghamer Ford of Owosso, LLC



July 11, 2024

Hastings Police Department
Attn: Chief Dale Boulter
201 E. State St.
Hastings, MI 49058

Dear Chief Dale Boulter:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

2024 Ford F250 Crew Cab 4x4 XLT Pickup 6 ¾' Box in Silver \$55,291.00 ea

Order Cutoff Date: TBD.

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

2024 F-250 XLT Reg. Cab, SuperCab, Crew Cab Major Standard Equipment

MECHANICAL

- Brakes – Four-Wheel Disc Anti-lock Brake System (ABS)
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
 - F-250/F-350 – 6.8L 2V DEVCT NA PFI V8 Gas
- Transmission
 - TorqShift®-G ten-speed automatic w/ Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas)
- Fuel Tanks
 - 29 Gallon (Diesel Engine) – 142" or 148" Wheelbase
 - 34 Gallon (Diesel Engine) – 160" or 164" Wheelbase
 - 34 Gallon (Gas Engine) – NA 176" Wheelbase
 - 48 Gallon (Gas Engine) – 176" Wheelbase
 - 48 Gallon (Diesel Engine) – 176" Wheelbase

EXTERIOR

- Bumpers – front & rear, black painted
- Daytime Running Lamps
- Fender vents – front
- Front Box Step and Rear Bumper Step
- Glass – solar-tinted
- Grille – black painted
- Handles – door & tailgate, black
- Jack
- 3-Ton mechanical (250/350 SRW)
- Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
- Operator Commanded Regeneration (OCR) (6.7L Power Stroke® Diesel engine only)
- Tailgate – Removable w/key lock
- "Three-Blink" lane change signal
- Tires
 - LT245/75Rx17E BSW A/S
- Tow hooks – front, two (2)
- 2.5" Built Ford Tough® Trailer Hitch Receiver
- Trailer Sway Control
- Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector
- Wheels
 - F-250/F-350 SRW – 17" Argent Painted Steel w/painted hub covers/center ornaments
 - Manual Locking Hubs (4x4)
 - Spare tire, wheel & carrier
- Windshield wipers – intermittent

INTERIOR/COMFORT

- 4.2" LCD Productivity Screen: includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications
- Air conditioning – manual, single zone
- Cabin Air Particulate Filter
- Door-trim – armrest/grab handle & reflector
- Floor covering – Black, full length vinyl
- Instrumentation – Multi-function switch message center
- Mirror – rearview 11.5" day/night
- Outside Temperature Display
- Overhead console w/dual storage bins and map lights
- Power Equipment Group – 1 st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows; power door-locks w/backlit switches & accessory delay; power tailgate lock

- Powerpoint – auxiliary two (2) in instrument panel
- Scuff plates – front, color-coordinated
- Seats – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror
- Window – Rear, fixed

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Belt-Minder® (front safety belt reminder)
 - chime & flashing warning light on I/P if belts not buckled
- Center High-mounted Stop Lamp (CHMSL)
- Driver and passenger frontal airbag; passenger side deactivation Switch
- Headlamps – Quad beam jewel effect halogen
- Individual Tire Pressure Monitoring System (TPMS)
- Mirrors – Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
- Rear View Camera
- Remote keyless entry
- Safety belts – w/height adjustment D-ring
- Safety Canopy® System (incl. side-curtain airbags)
- SecuriLock® Passive Anti-Theft System
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control

FORD CO-PILOT360™ TECHNOLOGY

- AutoLamp (Auto On/Off Headlamps)
- Cruise Control
- Hill Start Assist

FUNCTIONAL

- Audio – AM/FM stereo/MP3 Player (four (4))
- Alternator – 157 AMP
- Battery
 - Gas engine – 750-CCA, 78-AH, single
 - Diesel engine – 750-CCA, 68-AH, dual AGM (6.7L Power Stroke® Diesel engine)
- FordPass Connect™ (5G)
 - 5G Wi-Fi hotspot connects up to 10 devices 1
 - Remotely start, lock and unlock vehicle
 - Schedule specific times to remotely start vehicle
 - Locate parked vehicle
 - Check vehicle status
- Rear axle – Non-Limited-Slip (F-250 and F-350)
- SYNC® 4
 - 8" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud
 - AppLink® w/App Catalog
 - 911 Assist®
 - Apple CarPlay® and Android Auto™ Compatibility — Digital Owner's Manual
 - Trailer Brake Controller (incl. Smart Trailer Tow Connector)

Contains all XL content, plus:

MECHANICAL

- 4x4 only
- Engine
 - F-250/F-350 – 7.3L 2V Gas DEVCT PFI NA V8
- Transmission
 - TorqShift® ten-speed automatic w/ Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul

EXTERIOR

- BoxLink™ (includes four (4) premium locking cleats)
- Bumper – front & rear, chrome
- Grille – bright chrome
- Fog Lamps – Halogen
- Wheels – F-250/F-350 SRW – 18" Sparkle Silver Painted Cast Aluminum w/bright hub covers/center ornaments

INTERIOR/COMFORT

- 120V/400W outlets; one (1) dash mounted and one (1) in rear console
- Air conditioning vents – black w/chrome ring
- Door-trim – soft armrest, grab handle, power window/lock switches, molded upper appliqué and reflector (appliqué and armrest are accent color); front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab
- Floor covering – color-coordinated, full carpet

- Floor mats – color-coordinated carpet
- Seats, Front
 - Front, high-series cloth 40/20/40 split bench – 20% center underseat storage, w/center armrest, cupholder and storage
 - 8-way power driver
 - Two-way adjustable driver/passenger headrests
- Sun visors – Color-coordinated, Cloth, both driver and passenger w/covered mirrors
- Windows – rear, fixed privacy glass

SAFETY/SECURITY

- Mirrors – manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
- Mirror – rearview, electrochromic self-dimming
- SecuriCode™ keyless entry keypad

FORD CO-PILOT360™ TECHNOLOGY

- Autolock, Auto unlock
- Automatic High Beam
- Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision Warning

FUNCTIONAL

- Audio – AM/FM MP3 player & four (4) speakers IBYAD/IDBAE

9950# GVWR Regular Cab 8 Ft. Box, 142"WB, 10000# GVWR

[] Base Price 4x4 (F2B/603a), (T.6) **\$49,505.00**

10000# GVWR SuperCab 6 3/4 Ft. SHORT Box, 148"WB, 10000# GVWR

[] Base Price 4x4 (X2B/603a), (T.7) **\$51,897.00**

10000# GVWR SuperCab 8 Ft. Box, 164"WB, 10000# GVWR

[] Base Price 4x4 (X2B/603a) (T.8) **\$52,045.00**

10000# GVWR Crew Cab 6 3/4 Ft. SHORT Box, 160" WB, 10000# GVWR

[x] Base Price 4x4 (W2B/603a) **\$53,581.00**

10000# GVWR Crew Cab 8 Ft. Box, 176" WB, 10000# GVWR

[] Base Price 4x4 (W2B/603a) **\$53,693.00**

<u>Available Standard Options</u>	<u>Option</u>	<u>Price</u>
		<u>Reg.&Super/Crewcab</u>
[] 6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	9995.00
[] CNG/LPG Fuel Capable Engine (Gas Engine Only)	98F	315.00
[] Engine Block Heater	41H	100.00
[] Rapid-Heat Supplemental Cab Heater (Diesel Only)	41A	250.00
[x] Seats, 40/20/40 Split Bench Cloth	3S	Standard
[] Cloth Luxury Captains Chairs w/Console (Super and Crew Cab)	4S	945.00
[] Tires, LT275/70R18E BSW All-Terrain (4)(Spare is BSW)	TDX	165.00
[] DELETE Floor Carpeting	166	N/C
[] Interior Work Surface (40/20/40 Only)	52S	140.00
[] Engine Idle Shutdown Timer (Can Be Set 1-30 Minutes)	86K	250.00
[x] Powercode Remote Start System	76S	250.00
[] Power Sliding Window (Includes Privacy Glass with Heated Backlight/Rear Window Defrost Super and Crew Cab Only)	435/43B/924	435.00
[] Dual Alternators 410 amp (Diesel Only)	67B	115.00
[] Alternator 250 amp	67E	85.00
[] Dual Batteries (68 Amp.) (Gas Engines Only, Includes Dual Alternators 410 amp)	86M/67B	325.00

[] Pro Power Onboard – 2KW (Includes Dual Batteries 86M)	43K/86M	1195.00
[x] Keys Extra (With Power Group) \$220.00 x 1 =	Sig	220.00
[] Transmission Power Take-Off Provision (<u>Diesel Only</u>)	62R	280.00
[] Cab Steps Molded Black	18B	320.00/445.00
[x] Roof Clearance Lights	592	80.00
[x] Tailgate Step, Incl. Tailgate Assist, Step & Handle	85G	375.00
[] Upfitter Switches (6) located in overhead console)	66S	165.00
[] Ford Pro Upfit Integration System	18A	400.00
[] Snow Plow Prep Package(N/A with 67H)	473	250.00
[] Camper Package	471	160.00
[] Snow Plow/Camper Package	47B	305.00
[] Suspension Package, Heavy Service(N/A with 473)	67H	125.00
[] 4x4 Off-Road Pkg (Includes. Skid Plates, E-Locking Axle, 17X/X3E/TBM and Tires, LT275/70Rx18E All-Terrain)		1090.00
[] 360-Degree Camera Package (Driver Assist Package, 360-Degree Camera System (Incl. Picture in Picture capability), Center High-Mounted Stop Lamp (CHMSL) Camera, Wired Aux Trailer Camera Compatibility, BLIS with Cross-Traffic Alert / BLIS with Trailer Coverage, LED Center High-Mounted Stop Lamp (CHMSL), Rear Parking Sensors, and Reverse Sensing System w/ Reverse Brake Assist	874	1150.00
[] Axle, Electronic Locking	X3_	430.00
[] Drop in Plastic Bedliner	85L	350.00
[x] Tough Bed(Spray-in-bedliner)	85S	595.00
[] Bed Mat(N/A w/85S Tough Bed Spray-in-Bedliner)	85M	180.00
[x] Splash Guards/Mud Flaps	61S/62S	130.00
[] Wheel Well Liner (Front)	61L	180.00
[] Wheel Well Liner Front and Rear	61N	325.00
[] Exterior Backup Alarm	76C	140.00
[x] LED Box Light (Not Available with LED Warning Strobes 91S) 66L		60.00
[] 360-Degree Dual Beacon LED Warning Strobes-Amber	91S	650.00

Total Price \$55,291.00 ea

Colors for F-250

<u>Exterior Colors</u>		<u>Interior Steel (Grey)</u>
Race Red	[PQ]	[]
Antimatter Blue Metallic	[HX]	[]
Iconic Silver Metallic	[JS]	[x]
Agate Black	[UM]	[]
Oxford White	[Z1]	[]
Carbonized Gray Metallic	[M7]	[]
Darkened Bronze Metallic	[LJ]	[]
SPECIAL PAINT		
School Bus Yellow Add \$660.00	[BY]	[]
Omaha Orange Add \$660.00	[MB]	[]
Green Gem Add \$660.00	[W6]	[]



Regular Council Agenda Item Memorandum

To: Honorable Mayor and City Council

From: Chief Dale Boulter

Subject: Upfit of Chief's Vehicle

Meeting Date: August 26, 2024

Recommended Action:

Approve the upfitting the new Ford F250 Pickup Truck by C-Comm of Kalamazoo, Inc, in the amount of \$9,197.07.

Background Information:

When purchasing a new vehicle for the police department, it is necessary to have the vehicle upfitted with emergency lighting and other equipment. There are two types of vehicles utilized for the police department, being patrol vehicles and administrative vehicles.

Every vehicle in the police department is outfitted with emergency lighting and other equipment even if it is not used as a patrol vehicle. The administrative vehicles are used for events and or command units when situations arise.

It is necessary to maintain the emergency lighting and equipment on all vehicles to accommodate the needs of the police department and the safety it provides to citizens and officers who utilize them.

Financial Implications:

The cost of the upfit comes from an estimate provided by C-Com of Kalamazoo at \$9,197

The funds are being requested out of the approved budget for the purchase of the vehicle.

Attachments:

- Estimate for upfitting



C-Comm of Kalamazoo, Inc
1600 Lincoln Road
Allegan, MI 49010

Estimate

Name / Address
Hastings Police Department Dale Boulter dboulter@hastingsmi.org

Date	Estimate #
8/20/2024	13309
P.O. No.	

Item	Description	Qty	Cost	Total
Misc. Parts Not in Inventory	2024 Ford F250 Crew Cab 4x4 XLT 6.75' Box	0	1,965.00	0.00T
Misc. Parts Not in Inventory	BSFW47Z Whelen Inner Edge Front WeCanX with 10 ISDE DUO Modules	1	1,355.00	1,355.00T
Misc. Parts Not in Inventory	solo front	0	2,105.00	0.00T
	BSRW10 Whelen Inner Edge Rear WeCanX with 10 ISDK DUO Modules and			
	ISR47 Mount			
Misc. Parts Not in Inventory	solo rear	1	1,495.00	1,495.00T
Whelen ION T-Series TRIO...	Whelen ION T-Series TRIO, RED/WHITE/BLUE, control over each color +sh	0	216.00	0.00T
	4 front - 6 sides - 2 license plate			
Whelen ION T-Series TRIO...	Whelen ION T-Series TRIO, RED/WHITE/BLUE, control over each color +sh	8	216.00	1,728.00T
	2 front - 4 sides - 2 license plate			
Whelen ION Mini-T TRIO ...	Whelen ION Mini T-Series TRIO RED/BLUE/WHITE +sh	2	174.00	348.00T
Whelen TIONBKT2	Whelen ION T-Series License Plate Bracket +sh	1	49.00	49.00T
Whelen CenCom Core	Whelen CenCom Core Amplifier Control Module, Flashing Outputs, Includes 3	1	1,200.00	1,200.00T
	CAN ports, and Controls up to			
	99 Devices/Remote Modules, Control Heads Purchased Separately +sh			
Whelen CCTL6	Whelen CCTL6 Three Section Control Head, 4-Position Slide Switch, 8 Push	1	200.00	200.00T
	Buttons, 7 Position Rotary Dial, Manual, Air Horn, and 3 Traffic Advisor			
	Switches +sh			
Misc. Parts Not in Inventory	SCANPort C399SP ***included with Core***	1	0.00	0.00T
Whelen SA315P Speaker	Whelen Speaker, 123 dB, Nylon Composite, 6.5" H x 6.5" W x 2.9" D (LIST	1	403.00	403.00T
	\$403.00) + S&H)			
Whelen SAK1 Bracket	Whelen SAK1 Universal Speaker Bracket for SA315 Speaker + S&H	1	0.00	0.00T
	included with speaker			
Whelen WeCanX 16 Expans...	Whelen WeCanX 16 Output Expansion Module +sh	0	286.00	0.00T
Whelen WeCanX 16 Expans...	Whelen WeCanX 16 Output Expansion Module +sh	1	286.00	286.00T
Antenna Coax Kit MB8UP	Antenna Coax kit with UHF crimp PL-259 connector 17' + S&H \$8.00	1	29.46	29.46T
Antenna MLPV700 BMLP...	Antenna MLPV700 740-870 PCTEL Low Profile Black/Chrome + S&H \$7.00	1	53.61	53.61T
Labor Rate Hourly 2 Techni...	Labor Rate Hourly Two Technicians	10	180.00	1,800.00
Shipping/Handling	insured shipping/ freight charges	1	250.00	250.00
			0.00%	0.00

Thank you for your inquiry. Estimates are good for 30 days unless other wise specified.

Total

\$9,197.07

Phone #	Fax #
2696739900	269-673-9904

Customer Signature _____



Regular Council Agenda Item Memorandum

To: City Council

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

Subject: Road Salt Contract – Detroit Salt Company

Meeting Date: August 26, 2024

Recommended Action:

Motion to approve the contract for 700 tons of seasonal road salt from Detroit Salt Company for \$45,913.

Background Information:

Every year the city purchases salt from a salt company designated via the State of Michigan and MiDeal. DPS determined it would need roughly 700 tons of salt this year. We turn in the amount of tonnage requested every April and receive a price per ton from the State in June, which locks in how much the contract will be. We are allowed to order between 20% less to 30% over the tonnage amount at state per ton price. It is possible we will have to order more than 700 tons if the winter has increased frozen precipitation above normal.

Financial Implications:

We have budgeted \$32,000 in Local Streets Fund and \$35,000 in Major Streets Fund for road salt.

Attachments:

- Detroit Salt Contract spreadsheet

2-North	10	Manistee	MIDEAL	MANISTEE, CITY OF	280 Washington Street	Manistee	MI	49660	(231) 723-7132	600	\$66.89	Detroit Salt	\$40,134.00	ktrivisonno@manisteemi.gov
2-North	11	Missaukee	MIDEAL	MISSAUKEE COUNTY ROAD COMMISSION	1199 N. Morey Rd.	Lake City	MI	49651	(231) 839-4361	1,600	\$73.61	Detroit Salt	\$117,776.00	Manager@mccr-roads.com
2-North	12	Oscoda	MIDEAL	OSCODA COUNTY ROAD COMMISSION	1251 Gerber Road	Mio	MI	48647	(989) 826-3218	200	\$69.23	Detroit Salt	\$13,846.00	steve@osccr.org
2-North	13	Wexford	MIDEAL	MANTON, CITY OF	5281 N 41 1/2 RD	Manton	MI	49663	(231) 824-3572	50	\$72.24	Detroit Salt	\$3,612.00	dwp@mantonmichigan.us
2-North	14	Wexford	MIDEAL	WEXFORD COUNTY ROAD COMMISSION	85 W M-115	BOON	MI	49618	(231) 775-9731	1,000	\$72.24	Detroit Salt	\$72,240.00	engineer@wexfordcrc.org
2-North	15	Wexford	MIDEAL	WEXFORD COUNTY ROAD COMMISSION	9948 E 34 RD	CADILLAC	MI	49601	(231) 775-9731	200	\$72.24	Detroit Salt	\$14,448.00	engineer@wexfordcrc.org
3-Grand	16	Allegan	MIDEAL	Douglas, City of	486 Water Street	Douglas	MI	49406	(269) 686-6243	250	\$66.67	Detroit Salt	\$16,667.50	rzoet@douglasmi.gov
3-Grand	17	Allegan	MIDEAL	HOLLAND, CITY OF	333 Wyngarden Way	Holland	MI	49423	(616) 928-2400	2,100	\$66.67	Detroit Salt	\$140,007.00	s.boeve@cityofholland.com
3-Grand	18	Allegan	MIDEAL	PLAINWELL COMMUNITY SCHOOLS	680 Starr Rd	Plainwell	MI	49080	(269) 685-6338	50	\$66.67	Detroit Salt	\$3,333.50	Ty.Steele@plainwellschools.org
3-Grand	19	Allegan	MIDEAL	OTSEGO, CITY OF	243 N FARMER	OTSEGO	MI	49078	(269) 692-3391	100	\$66.67	Detroit Salt	\$6,667.00	acronen@cityofotsego.org
3-Grand	20	Allegan	MIDEAL	PLAINWELL, CITY OF	126 Fairlane Street	Plainwell	MI	49080	(269)685-9363	100	\$66.67	Detroit Salt	\$6,667.00	dpw@plainwell.org
3-Grand	21	Allegan	MIDEAL	ALLEGAN, CITY OF	691 Airway Dr.	Allegan	MI	49010	(269) 686-1115	250	\$66.67	Detroit Salt	\$16,667.50	dkadzban@cityofallegan.org
3-Grand	22	Allegan	MIDEAL	ALLEGAN COUNTY ROAD COMMISSION	2594 -12th Street	Shelbyville	MI	49344	(269) 673-2184	750	\$66.67	Detroit Salt	\$50,002.50	catwood@alleganroads.org
3-Grand	23	Allegan	MIDEAL	ALLEGAN COUNTY ROAD COMMISSION	3667 - 136th Avenue	Hamilton	MI	49419	(269) 673-2184	750	\$66.67	Detroit Salt	\$50,002.50	catwood@alleganroads.org
3-Grand	24	Allegan	MIDEAL	ALLEGAN COUNTY ROAD COMMISSION	1308 Lincoln Road	Allegan	MI	49010	(269) 673-2184	750	\$66.67	Detroit Salt	\$50,002.50	catwood@alleganroads.org
3-Grand	25	Allegan	MIDEAL	ALLEGAN COUNTY ROAD COMMISSION	5337 124th Avenue (M-89	Fennville	MI	49348	(269) 673-2184	750	\$66.67	Detroit Salt	\$50,002.50	catwood@alleganroads.org
3-Grand	26	Allegan	MIDEAL	SAUGATUCK, CITY OF	3338 Blue Star Highway	Saugatuck	MI	49453	(269) 857-2603	150	\$66.67	Detroit Salt	\$10,000.50	peter@saugatuckcity.com
3-Grand	27	Allegan	MIDEAL	WAYLAND UNION SCHOOLS	324 W Sycamore	Wayland	MI	49348	(269) 792-2012	50	\$66.67	Detroit Salt	\$3,333.50	tobolick@waylandunion.org
3-Grand	28	Allegan	MIDEAL	WAYLAND, CITY OF	965 S. Main Street	Wayland	MI	49348	(269) 792-0686	400	\$66.67	Detroit Salt	\$26,668.00	clutz@cityofwayland.org
3-Grand	29	Barry	MIDEAL	BARRY COUNTY ROAD COMMISSION	1725 West M-43 Highway	Hastings	MI	49058	(269) 945-3449	2,000	\$65.59	Detroit Salt	\$131,180.00	bcasey@barrycrc.org
3-Grand	30	Barry	MIDEAL	HASTINGS CITY OF	301 East Court Street	Hastings	MI	49058	(269) 945-6006	700	\$65.59	Detroit Salt	\$45,913.00	ttate@hastingsmi.gov
3-Grand	31	Barry	MIDEAL	MIDDLEVILLE, VILLAGE OF	608 Sheridan St.	Middleville	MI	49333	(269) 795-2094	300	\$65.59	Detroit Salt	\$19,677.00	belsona@villageofmiddleville.org
3-Grand	32	Barry	MIDEAL	THORNAPPLE KELLOGG SCHOOLS	3625 Bender Road	Middleville	MI	49333	(269) 795-5541	50	\$65.59	Detroit Salt	\$3,279.50	sgasser@tkschools.org
3-Grand	33	Barry	MIDEAL	NASHVILLE, VILLAGE OF	202 1/2 S. Main	Nashville	MI	49073	(517) 852-9571	150	\$65.59	Detroit Salt	\$9,838.50	ndpw@nashvillemi.us
3-Grand	34	Ionina	MIDEAL	LAKE ODESSA VILLAGE OF	800 Sewer Plant Road	Lake Odessa	MI	48849	(269) 804-7013	50	\$69.00	Detroit Salt	\$3,450.00	jtrout@lakeodessa.org
3-Grand	35	Ionina	MIDEAL	IONIA, CITY OF	303 South Jackson Street	Ionina	MI	48846	(616) 527-5776	500	\$69.00	Detroit Salt	\$34,500.00	pgarland@ci.ionia.mi.us
3-Grand	36	Ionina	MIDEAL	SARANAC, VILLAGE OF	455 Main St	Saranac	MI	48881	(616) 642-6324	50	\$69.00	Detroit Salt	\$3,450.00	saranacoffice@gmail.com
3-Grand	37	Ionina	MIDEAL	BELDING, CITY OF	317 E. Ellis Ave	Belding	MI	48809	(616) 260-2319	800	\$69.00	Detroit Salt	\$55,200.00	DPW@ci.belding.mi.us
3-Grand	38	Ionina	MIDEAL	PORTLAND, CITY OF	451 Morse Drive	Portland	MI	48875	(517) 647-2931	250	\$69.00	Detroit Salt	\$17,250.00	citymanager@portland-michigan.org
3-Grand	39	Ionina	MIDEAL	IONIA COUNTY ROAD COMMISSION	170 East Riverside Drive	Ionina	MI	48846	(616) 527-1700	1,200	\$69.00	Detroit Salt	\$82,800.00	Chrisp@ioniacountyyroads.org
3-Grand	40	Ionina	MIDEAL	IONIA COUNTY ROAD COMMISSION	7081 S. Jourdan Lake Rd	Saranac	MI	48881	(616) 527-1700	700	\$69.00	Detroit Salt	\$48,300.00	Chrisp@ioniacountyyroads.org
3-Grand	41	Mecosta	MIDEAL	FERRIS STATE UNIVERSITY	111 West Knollview Drive	Big Rapids	MI	49307	(231) 591-3900	600	\$68.41	Detroit Salt	\$41,046.00	cindeewilcox@ferris.edu
3-Grand	42	Mecosta	MIDEAL	BIG RAPIDS, CITY OF	325 N DeKrafft Avenue	Big Rapids	MI	49307	(231) 592-4015	100	\$68.41	Detroit Salt	\$6,841.00	tpoulos@cityofbr.org
3-Grand	43	Mecosta	MIDEAL	MECOSTA COUNTY ROAD COMMISSION	120 N DeKrafft	Big Rapids	MI	49307	(231) 796-2611	100	\$68.41	Detroit Salt	\$6,841.00	tnestle@mecostaroads.org
3-Grand	44	Mecosta	MIDEAL	MECOSTA COUNTY ROAD COMMISSION	2945 Arthur Road	Remus	MI	49340	(231) 796-2611	100	\$68.41	Detroit Salt	\$6,841.00	tnestle@mecostaroads.org
3-Grand	45	Mecosta	MIDEAL	MECOSTA COUNTY ROAD COMMISSION	19675 Jefferson Road	Morley	MI	49336	(231) 796-2611	100	\$68.41	Detroit Salt	\$6,841.00	tnestle@mecostaroads.org



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Resolution 2024-25 First Amendment to City Manager Employment Agreement

Meeting Date: August 26, 2024

Recommended Action:

Motion to adopt Resolution 2024-25 to approve the first amendment to the city manager employment agreement as presented.

Background Information:

The initial term of my employment agreement expires on January 13, 2025. I provided proper notice that I intended to negotiate modifications to contract terms and discussed that with the Mayor. The resulting changes are presented in the First Amendment for your approval. In summary, the modifications include extension of the initial contract term to January 13, 2027, automatic annual renewal of the agreement subject to a 180-day advance notice period by either party, increase of contribution to my deferred compensation plan from 5% to 6%, and extension of severance period from six to ten months.

My salary is reviewed and any increases are approved on an annual basis by the City Council. As such, no change to that portion of the agreement is being requested. My performance and salary review will take place in the next month or two as directed by the City Council.

Financial Implications:

The additional contribution to my deferred compensation plan amounts to \$1,235.29/year at my current salary.



Regular Council Agenda Item Memorandum

Attachments:

- Resolution 2024-25
- First amendment to employment agreement
- Employment agreement

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

RESOLUTION 2024-25

**RESOLUTION TO APPROVE FIRST AMENDMENT TO EMPLOYMENT
AGREEMENT BETWEEN SARAH MOYER-CALE AND THE CITY OF
HASTINGS, MICHIGAN**

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

WHEREAS, on August 6, 2021, the City of Hastings (the “City”) and Sarah Moyer-Cale (“Moyer-Cale”) entered into an Employment Agreement (the “Agreement”) to set forth the terms and conditions of Moyer-Cale’s employment as the City Manager for the City; and

WHEREAS, the Agreement is set to expire on January 13, 2025, unless the City and Moyer-Cale extend the same terms and conditions or renegotiate the terms or conditions; and

WHEREAS, the City and Moyer-Cale now desire to amend the Agreement to extend the term of the Agreement and revise certain terms and conditions of the employment.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the First Amendment to the Agreement to Employment Agreement between Sarah Moyer-Cale and the City of Hastings, Michigan (the “Amendment”) in substantially the form presented at this meeting is approved with such modifications not materially adverse to the City approved as to content by the City Mayor and as to form by legal counsel.

2. That the Mayor and the Clerk are hereby authorized and directed to execute the approved Amendment for and on behalf of the City.

3. That all resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS:
NAYS:
ABSENT:
ABSTAIN:

RESOLUTION DECLARED _____.

Dated: August 26, 2024

Linda Perin, City Clerk/Treasurer

CERTIFICATION

I, the undersigned duly qualified and acting Clerk of the City of Hastings, Barry County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on August 26, 2024, the original of which is on file in my office, and public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: _____, 2024

Linda Perin, City Clerk/Treasurer

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN SARAH
MOYER-CALE AND THE CITY OF HASTINGS, MICHIGAN**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN SARAH MOYER-CALE AND THE CITY OF HASTINGS, MICHIGAN (the “First Amendment”) is entered into as of _____, 2024, by and between the **CITY OF HASTINGS**, a Michigan municipal corporation (“Hastings”) and **SARAH MOYER-CALE**, presently residing at _____, Michigan 49____ (“Moyer-Cale;” and together with Hastings, the “Parties”).

RECITALS

A. On August 6, 2021, the Parties entered into an Employment Agreement (the “Agreement”) to set forth the terms and conditions of Moyer-Cale’s employment as the City Manager for Hastings.

B. The Agreement is set to expire on January 13, 2025, unless the Parties extend the same terms and conditions or renegotiate the terms or conditions.

C. The Parties now desire to amend the Agreement to extend the term of the Agreement and revise certain terms and conditions of the employment.

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement and this First Amendment and the benefits to be derived therefrom, receipt of which is severally acknowledged, the Parties hereby agree as follows:

Section 1. Amendment to Section 1 (“Employment”) of the Agreement. Section 1 of the Agreement is amended in its entirety to read as follows:

Hastings agrees to employ Moyer-Cale and Moyer-Cale hereby accepts employment with Hastings, to serve as City Manager, upon the terms set forth in this Agreement for the period beginning on September 13, 2021 and ending on January 13, 2027 (the “Initial Employment Period”) provided that upon the expiration of the initial employment period, this Agreement shall automatically be extended on the same terms and conditions set forth herein, or renegotiated terms and conditions, for a consecutive annual period of time beginning January 14, 2027 and continuing annually (the “Extended Employment Period,” and together with the Initial Employment Period, the “Employment Period”) unless Hastings and Moyer-Cale give the other Party written notice of its or her election not to extend at least one hundred eighty (180) days prior to the end of any Employment Period. Notwithstanding the foregoing, Hastings and Moyer-Cale understand and agree the Employment Period is subject to early termination as provided in Section 4 hereof, and a notice of non-extension provided by Hastings or Moyer-Cale pursuant to this Section 1 shall not constitute a termination without cause under Section 4(a)(iv). The date on which the Employment Period expires or, if the employment period is

terminated for any reason, the effective date of such termination, is referred to herein as the "Termination Date."

Section 2. Amendment of subsection (i) to Section 3 ("Base-Salary and Benefits") of the Agreement. Subsection (i) to Section 3 of the Agreement is hereby amended to read as follows:

Retirement/Pension. During the Employment Period, Hastings agrees to budget for and pay for the MERS Hybrid Plan H. Hastings will also budget for and pay for a contribution equal to 6% of base salary in a deferred compensation plan.

Section 3. Amendment of subsection (c) to Section 5 ("Effect of Termination on Compensation") of the Agreement. Subsection (c) to Section 5 of the Agreement is hereby amended to read as follows:

Termination by Hastings Without Cause of Termination by Moyer-Cale for Good Reason. If Moyer-Cale's employment hereunder is terminated by Hastings without Cause as permitted by Section 4(a)(iv) of this Agreement, all of Moyer-Cale's rights and benefits provided for in this Agreement will terminate as of such date; provided, however, that (i) Hastings will pay Moyer-Cale severance pay in an amount equal to Moyer-Cale's salary applicable at the time, less deductions required by law, for a period up to ten (10) months following the effective Termination Date. The severance pay shall be paid in bi-weekly installments, but shall terminate on the death of Moyer-Cale or sooner than ten (10) months if Moyer-Cale becomes employed, and (ii) Hastings will extend Benefits, as described in 3b herein, up to ten (10) months following the effective Termination Date. The Benefits shall terminate sooner than the expiration of ten (10) months if Moyer-Cale becomes employed.

Section 4. Ratification. The Agreement is in all other respects hereby ratified and confirmed.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first written above.

SARAH MOYER-CALE

Sarah Moyer-Cale

CITY OF HASTINGS

By: David J. Tossava
Its: Mayor

By: Linda Perin
Its: Clerk

EMPLOYMENT AGREEMENT

between

SARAH MOYER-CALE

and the

CITY OF HASTINGS, MICHIGAN

THIS EMPLOYMENT AGREEMENT (the "Agreement"), dated August 6, 2021, by and between the City of Hastings, a Michigan Municipal Corporation, duly organized and existing under the laws of the State of Michigan of 201 East State Street, Hastings, Michigan 49058 ("Hastings"), and Sarah Moyer-Cale, of 603 West Michigan Avenue, Paw Paw, Michigan 49079, ("Moyer-Cale"). Hastings and Moyer-Cale are sometimes hereafter referred to individually as a "Party," and collectively as the "Parties."

WHEREAS, Hastings desires to employ the services of Sarah Moyer-Cale, as City Manager of the City of Hastings, as provided by the City Charter of Hastings, City of Hastings, Barry County, State of Michigan; and

WHEREAS, Hastings and Moyer-Cale desire to enter into this Agreement to set forth the terms and conditions of Moyer-Cale's employment with Hastings as provided herein; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other consideration, the receipt and sufficiency of which are hereby acknowledged, Hastings and Moyer-Cale, intending to be legally bound, do hereby agree as follows:

1. Employment.

Hastings agrees to employ Moyer-Cale, and Moyer-Cale hereby accepts employment with Hastings, to serve as City Manager, upon the terms set forth in this Agreement for the period beginning on September 13, 2021 and ending on January 13, 2025 (the "Initial Employment Period") subject to the annual appointment by the Mayor with the consent of the Hastings City Council as provided for in the City Charter of Hastings; *provided that*, upon the expiration of the Initial Employment Period, this Agreement shall automatically be extended on the same terms and conditions set forth herein, or renegotiated terms and conditions, for a consecutive additional two (2) year period (the "Extended Employment Period") of time beginning on January 14, 2025 and ending on January 11, 2027, unless Hastings and Moyer-Cale gives the other Party written notice of its or her election not to extend at least one hundred eighty (180) days prior to the end of the Initial Employment Period. (The Initial Employment Period and any Extended Employment Period shall be referred to collectively herein as the "Employment Period"). Notwithstanding the foregoing, Hastings and Moyer-Cale understand and agree the Employment Period is subject to early termination as provided in Section 4 hereof, and a notice of non-extension provided by Hastings or Moyer-Cale pursuant to this Section 1 shall not constitute a termination without Cause under Section 4(a)(iv). The date on which the Employment Period expires or, if the Employment Period is terminated for any reason, the effective date of such termination, is referred to herein as the "Termination Date."

done
8-6-21

2. Position and Duties.

- a. During the Employment Period, Moyer-Cale shall serve as the City Manager of Hastings and shall have the duties, responsibilities and authority specified in the City Charter of Hastings, City of Hastings Ordinances, Michigan Statutes, and such other duties legally permissible and proper additional functions and duties which the Hastings City Council assigns. Moyer-Cale shall devote her best efforts and full business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of Hastings. Moyer-Cale shall obtain the prior written approval from Hastings before joining or participating in any other business opportunities, whether for compensation, and whether as an investor, board member, partner, or in any other capacity.
- b. Moyer-Cale acknowledges and agrees that, at all times during the employment relationship, Moyer-Cale owes fiduciary duties to Hastings, including, but not limited to, fiduciary duties of the highest loyalty, fidelity and allegiance, to act at all times in the best interests of Hastings, to make full disclosure to Hastings of all material information that pertains to Hastings business and interests, to do no act which would injure Hastings business, interests, or reputation, and to refrain from using for Moyer-Cale's own benefit or for the benefit of others any information or opportunities pertaining to Hastings' business or interests that are entrusted to Moyer-Cale. Moyer-Cale acknowledges and agrees that, upon termination of the employment relationship, Moyer-Cale shall continue to refrain from using for her own benefit or the benefit of others, or from disclosing to others, any Confidential Information entrusted to Moyer-Cale during the employment relationship.
- c. The Parties acknowledge and agree that Moyer-Cale is being employed in an executive, administrative, and professional capacity which will undoubtedly require her to spend more than forty (40) hours per week at times in the performance of her functions and duties. Moyer-Cale agrees to work those hours necessary to allow her to reasonably and professionally perform the functions and duties required of her.

3. Base Salary and Benefits.

- a. Base Salary. During the Employment Period, Moyer-Cale's base salary shall be One Hundred Fifteen Thousand and no/100 Dollars (\$115,000) per year, less any and all lawful deductions and withholdings (the "Base Salary"), which Base Salary shall be payable in regular installments in accordance with Hastings then-current payroll practices. Moyer-Cale's Base Salary is subject to review and renegotiation annually in conjunction with the requirement of the annual appointment of City Manager, including an annual written performance review.
- b. Benefits. During the Employment Period, Moyer-Cale and her spouse and dependents, if any, shall be entitled to participate in Hastings standard employee benefit programs for which employees of Hastings are generally eligible (collectively, the "Benefits"). Moyer-Cale recognizes that the Benefits shall be governed by the terms and conditions of the applicable benefit plans.
- c. Vacation. During the Employment Period, Moyer-Cale shall be entitled to four (4) weeks of paid vacation at the beginning of her Initial Employment Period and of four (4) weeks of paid vacation each fiscal year thereafter, which shall accrue in accordance

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8-6-21

with Hastings vacation policies as in effect from time to time. Hastings shall pay Moyer-Cale for up to five (5) days of unused vacation as of June 30 of each year, and for any accrued unused vacation upon the termination Moyer-Cale's employment with ~~the~~ Hastings in accordance with the Hastings then-current practices.

- d. Holidays/Personal Days. During the Employment Period, Moyer-Cale shall be entitled to the Holidays and Personal Days in accordance with the Hastings then-current practices and in accordance with the current Personnel Policies.
- e. Sick Leave. Upon the effective date of this Employment Agreement, Moyer-Cale will be credited with a bank of eighty (80) hours of sick leave. Moyer-Cale will accrue additional sick leave at the rate of eight (8) hours per month for a total accrual of two-hundred forty (240) hours. In the event Moyer-Cale has a non-work related illness or injury that causes disability, and causes her to be absent from work in excess of thirty (30) working days, Hastings agrees to budget for and pay for Moyer-Cale's continued salary and benefits until such time as her long term disability begins.
- f. Disability Insurance. During the Employment Period, Hastings agrees to budget for and pay for a long term disability insurance for Moyer-Cale that would go into effect in the 210th day of any non-work related illness or injury that causes disability, and the benefit will pay 66% percent of Moyer-Cale's salary.
- g. Life Insurance. During the Employment Period, Hastings agrees to budget for and pay for a Fifty Thousand and no/100 Dollars (\$50,000) Life Insurance Policy for Moyer-Cale.
- h. Automobile Allowance. During the Employment Period, Hastings agrees to budget for and pay to Moyer-Cale a Four Hundred Fifty and no/100 Dollars (\$450) automobile allowance per month. Moyer-Cale will utilize her personal vehicle for Hastings duties and will provide liability insurance for the automobile.
- i. Retirement/Pension. During the Employment Period, Hastings agrees to budget for and pay for the MERS Hybrid Plan H. Hastings will also budget for and pay for a contribution equal to 5% of base salary in a deferred compensation plan.
- j. Dues and Subscriptions. During the Employment Period, Hastings agrees to budget for and pay for the professional dues and subscriptions of Moyer-Cale necessary and required for her participation in national, regional, state, and local associations and organizations for continued professional participation, growth and advancement, and/or for the good of Hastings.
- k. Professional Development. During the Employment Period, Hastings agrees to budget for and pay for expenses of Moyer-Cale for professional meeting and occasions to continue professional development of Moyer-Cale and to pursue necessary official and other functions of Hastings. Hastings also agrees to budget for and pay for expenses of Moyer-Cale for courses, institutes and seminars that are necessary for her professional development and for the good of Hastings.
- l. Technology. During the Employment Period, Hastings agrees to budget for and pay for a computer, software, fax/modem, cellular phone, and such other technology

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necessary for Moyer-Cale to perform her functions and duties and to maintain communication.

- m. Moving and Relocation Expenses. Hastings agrees to budget for and pay up to Five Thousand Five Hundred and no/100 Dollars (\$5,500) to Moyer-Cale to cover relocation costs, including, but not limited to packing, moving, storage costs, and/or unpacking.
 - n. Withholding; Deductions. Hastings shall deduct and withhold from any amounts payable under this Agreement such federal, state, local, non-U.S. or other taxes as are required or permitted to be withheld pursuant to any applicable law or regulation.
 - o. Indemnification. Hastings shall defend, save harmless and indemnify Moyer-Cale against any tort, professional liability claim or demand, or other legal action; except with respect to gross negligence or intentional acts (whether groundless or otherwise) arising out of an illegal act or omission occurring in the performance of Moyer-Cale's functions and duties as City Manager. Hastings may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered.
4. Early Termination of the Employment Period.
- a. Termination of Employment by Hastings Prior to Expiration of Employment Period. Notwithstanding the provisions of Section 1 hereof, Hastings shall have the right to terminate Moyer-Cale's employment under this Agreement at any time in accordance with the following provisions:
 - i) upon Moyer-Cale's death;
 - ii) upon Moyer-Cale's becoming incapacitated or disabled by accident, sickness or other circumstance which creates an impairment (despite reasonable accommodation) that renders her mentally or physically incapable of performing the duties and services required of her hereunder, with or without a reasonable accommodation, for a period of at least twenty (20) working days over a thirty (30) days working day period, during any twelve (12) month period (such condition, a "Disability"); provided however, Moyer-Cale shall be entitled to continuation of the benefits provided for herein in paragraphs 3. e. and 3. f.;
 - iii) for "Cause," upon a determination by Hastings, in good faith, that Cause exists. For purposes of this Section 4(a)(iii), Cause shall mean:
 - (1) Moyer-Cale's material breach or violation of any of her obligations under this Agreement;
 - (2) Any act or acts of fraud or dishonesty by Moyer-Cale with respect to any aspect of Hastings business or operations;
 - (3) Any willful or reckless misconduct or gross negligence by Moyer-Cale in the performance of her duties under this Agreement;
 - (4) Moyer-Cale's breach of fiduciary duty or duty of loyalty to Hastings;

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- (5) Moyer-Cale's material breach or violation of any lawful policy, rule, code of conduct, regulation or directive of Hastings after Hastings has provided Moyer-Cale with a written notice of same and ten (10) days opportunity to cure (see paragraph 6 for Notice requirements), and Moyer-Cale has failed to cure such breach or violation to Hastings' reasonable satisfaction in such period;
 - (6) Any act by Moyer-Cale attempting to secure or securing any personal profit or benefit not fully disclosed to and approved by Hastings in connection with any transaction entered into on behalf of Hastings;
 - (7) Moyer-Cale's conviction (by plea of nolo contendere, guilty or otherwise) of (A) any felony or (B) a crime involving moral turpitude;
 - (8) Continued material failure by Moyer-Cale to perform her duties to the reasonable satisfaction of Hastings after Hastings has provided Moyer-Cale with a written notice of such failure specifying such failure in reasonable detail and ten (10) days opportunity to cure (see paragraph 6 for Notice requirements), and Moyer-Cale has failed to cure such failure to Hastings reasonable satisfaction in such period (the foregoing, a "Nonperformance Termination"); or
 - (9) Conduct on the part of Moyer-Cale, even if not in connection with the performance of her duties contemplated under this Agreement, that could result in serious and material prejudice to the interests of Hastings, as determined by Hastings in its sole discretion.
- iv) In the sole discretion of Hastings without Cause; provided, however, that in the case of termination without Cause, Moyer-Cale shall be entitled to the compensation set forth in Section 5(b).
- b) Termination of Employment by Moyer-Cale Prior to Expiration of Employment Period.

Notwithstanding the provisions of Section 1 hereof, Moyer-Cale shall have the right to terminate Moyer-Cale's employment under this Agreement at any time in accordance with the following provisions:

- i) For "Good Reason"; provided Moyer-Cale first notifies Hastings in writing of the event (or events) that Moyer-Cale believes constitutes a Good Reason within ten (10) days from the date of such event and provides Hastings with ten (10) days to cure (see paragraph 6 for Notice requirements) the Good Reason event so that it does not constitute a Good Reason event (the "Cure Period"). In the event that Hastings does not cure the event within the Cure Period, Moyer-Cale may then terminate her employment with Hastings for Good Reason; provided she does so within thirty (30) days following the expiration of the Cure Period. For purposes of this Section 4(b)(i), Good Reason shall mean Hastings material breach or violation of any of its obligations under this Agreement.
- ii) Without "Good Reason"; provided that Moyer-Cale provides sixty (60) days prior written notice of such termination to Hastings.

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- c) Notice of Termination. If Hastings desires to terminate Moyer-Cale's employment hereunder as provided in Section 4(a) hereof, or Moyer-Cale desires to terminate Moyer-Cale's employment hereunder as provided in Section 4(b) hereof, Moyer-Cale shall do so by giving written notice to Hastings and Hastings shall do so by giving written notice to Moyer-Cale that it has elected to terminate Moyer-Cale's employment hereunder and stating the effective date and reason, if any (including the applicable section of this Agreement), for such termination.
- i) In the event of such termination, the provisions of Sections 5 through 16 hereof shall continue to apply in accordance with their terms regardless of the reason for termination.
- ii) Any question as to whether and when there has been a termination of Moyer-Cale's employment, and the cause of such termination, shall be determined conclusively by Hastings in good faith and in its reasonable discretion.
- d) If this Agreement is terminated by Hastings or Moyer-Cale, the Parties agree to negotiate, in good faith, a separation agreement including, but not limited to, a mutual nondisparagement provision.
5. Effect of Termination on Compensation.
- a) Termination Upon Death of Moyer-Cale. In the event of Moyer-Cale's death during the Employment Period, all of Hastings rights and benefits provided for in this Agreement will terminate on the date of death; provided, however, that Moyer-Cale's estate will be paid Moyer-Cale's pro rata Base Salary as earned through the Termination Date.
- b) Termination by Hastings Without Cause or Termination by Moyer-Cale for Good Reason. If Moyer-Cale's employment hereunder is terminated by Hastings without Cause as permitted by Section 4(a)(iv) of this Agreement, all of Moyer-Cale's rights and benefits provided for in this Agreement will terminate as of such date; provided, however, that (i) Hastings will pay Moyer-Cale severance pay in an amount equal to Moyer-Cale's salary applicable at the time, less deductions required by law, for a period up to six (6) months following the effective Termination Date. The severance pay shall be paid in bi-weekly installments, but shall terminate on the death of Moyer-Cale, or sooner than the expiration of six (6) months if Moyer-Cale becomes employed, and (ii) Hastings will extended health benefits up to six (6) months following the effective Termination Date. The health benefits shall terminate sooner than the expiration of six (6) months if Moyer-Cale becomes employed.
- c) Termination for Reasons Other than Death of Moyer-Cale or Termination by Hastings With Cause. If Moyer-Cale's employment hereunder is terminated by Hastings or Moyer-Cale for any reason other than pursuant to Section 4(a)(i) or Section 4(a)(iv) of this Agreement, including but not limited to an election by Hastings or Moyer-Cale to allow the Agreement to expire under its own terms, all of Moyer-Cale's rights and benefits provided for in this Agreement will terminate as of the Termination Date
6. Notices. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when personally

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delivered or when mailed by any means which provides a receipt upon delivery and addressed as follows:

If to Hastings to: Mayor of the City of Hastings
201 East State Street, Hastings, Michigan 49058

If to Moyer-Cale to: Sarah Moyer-Cale
603 West Michigan Avenue, Paw Paw, Michigan 49079

or to such other address as either Party may furnish to the other in writing in accordance herewith, except that notices of changes of address shall be effective only upon receipt.

7. GOVERNING LAW; EXCLUSIVE VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF MICHIGAN WITHOUT REGARD TO CONFLICTS OF LAW. IN THE EVENT OF A DISPUTE INVOLVING THIS AGREEMENT OR MOYER-CALE'S EMPLOYMENT WITH HASTINGS, THE PARTIES IRREVOCABLY AGREE THAT EXCLUSIVE VENUE FOR SUCH DISPUTE SHALL LIE IN ANY COURT OF COMPETENT JURISDICTION IN BARRY COUNTY, MICHIGAN AND THE PARTIES WAIVE ANY CLAIM THAT SUCH FORUM IS INAPPROPRIATE OR INCONVENIENT.
8. Complete Agreement. This Agreement embodies the complete agreement and understanding between the Parties with regard to Moyer-Cale's employment with Hastings and supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.
9. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Moyer-Cale and Hastings and their respective successors, heirs and permitted assigns. This Agreement is personal to Moyer-Cale and shall not be assignable by Moyer-Cale by will or the laws of descent and distribution of any accrued pecuniary interest of Moyer-Cale, and any assignment in violation of this Agreement shall be void.
10. Noncontravention; Prior Agreements and Information. Moyer-Cale represents, warrants and covenants that as of the effective date hereof: (a) Moyer-Cale has the full right, authority and capacity to enter into this Agreement and perform Moyer-Cale's obligations hereunder, (b) Moyer-Cale is not bound by any enforceable agreement that conflicts with or prevents or restricts the full performance of Moyer-Cale's duties and obligations to Hastings hereunder during or after the Employment Period, and (c) the execution and delivery of this Agreement shall not result in any breach or violation of, or a default under, any existing and enforceable obligation, commitment or agreement to which Moyer-Cale is subject. Moyer-Cale agrees that she will not enter into any agreement, whether written or oral, conflicting with the provisions of this Agreement.

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11. Amendment. Except as otherwise expressly provided herein, this Agreement may be amended at any time only by written agreement between Hastings and Moyer-Cale, and any provision hereof may be waived only in writing by the Party who is so waiving (which waiver, if being made by the Hastings, shall require approval of the Hastings City Council).
12. Counterparts; Facsimile Signature. This Agreement may be executed in one or more counterparts, all of which together shall constitute but one agreement. Any Party may execute and deliver this Agreement by facsimile signature or by electronic portable document format (.pdf) and the other Party will be entitled to rely upon such facsimile or electronic portable document format (.pdf) signature as conclusive evidence that this Agreement has been duly executed by such Party.
13. No Waiver. No failure or delay on the part Hastings or Moyer-Cale in enforcing or exercising any right or remedy hereunder shall operate as a waiver thereof. It is agreed that a waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by that same party.
14. Representations and Warranties; Advice of Counsel. Prior to execution of this Agreement, Moyer-Cale was advised by Hastings of Moyer-Cale's right to seek independent advice from an attorney of Moyer-Cale's own selection regarding this Agreement and Moyer-Cale acknowledges that she has had sufficient opportunity to do so. Moyer-Cale acknowledges that Moyer-Cale has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. Moyer-Cale further represents that in entering into this Agreement, Moyer-Cale is not relying on any statements or representations made by Hastings or any of Hastings representatives or agents that are not expressly set forth herein, and that Moyer-Cale is relying only upon Moyer-Cale's own judgment and any advice provided by Hastings attorney.
15. No Construction Against Drafter. No provision of this Agreement or any related document will be construed against or interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or drafted such provision.
16. Severability. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction, the remainder of such provision shall not be thereby affected and shall be given full effect, without regard to the invalid portion. It is the intention of the Parties that, if any court or other tribunal construes any provision or clause of this Agreement, or any portion thereof, to be illegal, void or unenforceable because of the duration of such provision or the area matter covered thereby, such court or other tribunal shall reduce the duration, area or matter of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

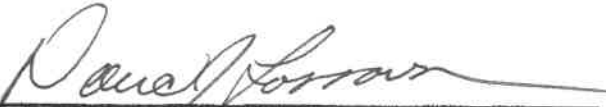
SIGNED BY:

SARAH MOYER-CALE



Sarah Moyer-Cale
CITY OF HASTINGS

Dated: 8-6-2021



By: David J. Tossava
Its: Mayor

Dated: 8/6/2021



By: Jane Saurman
Its: Clerk

Dated: 8-6-2021

Drafted by:
Stephanie S. Fekkes (P43549)
RHOADES MCKEE, P.C.
150 West Court Street, Suite A
Hastings, Michigan 49058
(269) 945-1921

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Hastings City Police

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



Dale Boulter
Chief of Police

Julissa Kelly
Deputy Chief

Hastings Police Department Council report for month of July 2024

STAFFING

Staffing remains unchanged since last month's report. We are currently accepting applications for certified police officers. Along with Officer positions, we are seeking applicants for a Crossing Guard position for the new school year. We have conducted a couple of interviews for sponsorship and one for a certified police officer. We are continuing to seek the best overall people for the positions available.

We have signed a Memorandum of Understanding with Hastings Schools for 2024-2025 school year. Ofc. Sensiba is assigned to the School Resource Officer position again for the second year. HPD and Hastings Schools learned a lot from the first year of the full-time dedicated resource officer. In speaking with both Ofc. Sensiba and the school administration, we all agree this is a needed position and very helpful with forming relationships. We will continue to work with the school for the grant funded position to hopefully be funded well into the future.

STATS

This past month officers responded to **537** calls for service, with a total of 18 arrests, 13 traffic accidents 6 non-traffic accidents. Officers issued a total of 25 citations, 6 being moving violations, 19 being non-moving violations. Officers conducted a total of 100 traffic stops for the month of July.

RESERVE OFFICERS

The Reserve Department contributed 50.75 hours for the month of June.

TRAINING

A department meeting was held and during the meeting, training was given regarding the Vicious Dog ordinance.

TRAFFIC ENFORCEMENT

Areas of concern throughout the city regarding traffic violations have been and are currently being addressed. School is back in session so officers will be monitoring crossing guard locations along with all streets in and around each school.

I will continue to direct officers to areas of the city where issues arise. Traffic stops will be conducted when violations occur and are observed.

UPCOMING EVENTS

September 7th 9:00 AM – 1:00 PM Household Hazardous Waste Take Back at the Barry County Fair Grounds.

October 26th 10:00 AM – 2:00 PM DEA National Drug Take Back Day at Walgreens and together with the Barry County Substance Abuse Task Force.

October 31st Green St. closure for Halloween festivities.

CRISIS INTERVENTION TEAM

Barry County Community Mental Health (BCCMH) along with myself, Michigan State Police, and the prosecutor's Office have been working on a plan for close to a year in establishing a Crisis Intervention Team (CIT). We met last week to finalize the draft protocol and will be presenting it to the rest of the law enforcement community. This has been a long process, but we have stayed the course to better serve those in times of mental health crisis. We hope to be able to get each officer CIT trained and to be able to utilize the resources from BCCMH for those in need.

CODE COMPLIANCE REPORT

Report attached

Respectfully submitted,

Dale Boulter

Chief of Police

HASTINGS CITY COUNCIL MONTHLY REPORT MONTH OF July 2024

From Hastings Police Department

Chief Dale Boulter

Total Complaints: 537

Total Arrests: 18

Adults: 8 Larceny-1, Mis use of telecommunication device-1, no ops-1, Super drunk-1, MIP Tob-1, Narcotics equipment-1, Illegal use of drugs-1, Failed to report accident-1.

Juveniles: 0

Arrests Warrants for other Departments: 10 Obstructing justice-10.

Traffic Summary:

Traffic Accidents: 13

Property Damage: 12 Injuries: 1 Fatal: 0 Non-Traffic: 6

Tickets Issued: 25

Moving Violations Issued: 6

Non-Moving Violations: 19

POLICE VEHICLES

TOTAL MILES: **13,486**

TOTAL GALLONS OF FUEL USED: **636.1**

<u>VEHICLE</u>	<u>MILAGE</u>	<u>VEHICLE</u>	<u>MILAGE</u>
41/2020 FORD	55,288	45/2022 FORD	3,760
42/2021 FORD	50,044	46/2015 FORD	57,370
43/2020 FORD	7,622	47/2023 FORD	15,837
44/2018 FORD	44,903	48/2016 FORD	93,215
		49/2010 DODGE	63,659

ADDITIONAL INFORMATION:

The Hastings Police Reserve officers worked a total of 50.75 hours for the month.

<u>CLASSIFICATION</u>	<u>CURRENT MONTH</u>	<u>PREVIOUS YEAR</u>	<u>YTD CURRENT</u>	<u>YTD PREVIOUS</u>	<u>YTD COMPARED</u>
FATAL ACCIDENTS	0	0	0	0	0
INJURY ACCIDENTS	1	1	17	25	-8
P D ACCIDENTS	12	4	64	66	-2
NON-TRAFFIC	6	8	22	38	-16
SPEEDING	3	1	43	5	+38
OTHER HAZARDOUS	5	20	60	85	-25
NON-HAZARDOUS	19	15	96	192	-96
PARKING	10	0	103	258	-155
<u>TOTAL</u>	56	49	405	669	-264

City of Hastings
Code Compliance Officer
July 2024 Activity Report



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

CITY OF HASTINGS

12.B

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2024

	THIS YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
FUND 101 - GENERAL FUND						
REVENUE						
TAXES	272,332.32	3,638,300	7.00%	311,885.78	3,463,000	9.00%
SPECIAL ASSESSMENTS	877.94	32,500	3.00%	1,784.04	43,650	4.00%
LICENSES & PERMITS	1,164.17	19,250	6.00%	2,688.21	21,175	13.00%
FEDERAL REVENUES	.00	236,216	0.00%	.00	268,199	0.00%
STATE SHARED REVENUES	.00	1,139,391	0.00%	5.50	1,398,813	0.00%
INTERGOVERNMENTAL REVENUES	.00	923,228	0.00%	.00	868,416	0.00%
CHARGES FOR SERVICES	4,427.04	668,100	1.00%	3,066.22	615,950	0.00%
FINES & FORFEITURES	435.50	8,500	5.00%	386.99	7,000	6.00%
INTEREST AND RENTALS	11,485.55	335,400	3.00%	33,263.13	209,000	16.00%
OTHER REVENUE	1,331.00	451,300	0.00%	7,000.04	30,500	23.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	292,053.52	7,452,185	4.00%	360,079.91	6,925,703	5.00%

EXPENDITURES

CITY COUNCIL	33,804.28	82,326	41.00%	29,326.64	74,001	40.00%
MAYOR	820.05	14,811	6.00%	989.50	14,752	7.00%
CITY MANAGER	21,307.79	192,810	11.00%	13,837.45	183,080	8.00%
FINANCE DEPARTMENT	22,101.93	396,945	6.00%	20,197.57	313,745	6.00%
CLERK	9,435.87	117,396	8.00%	6,700.41	118,397	6.00%
INFORMATION TECHNOLOGY	32,721.37	244,000	13.00%	30,744.97	244,000	13.00%
BOARD OF REVIEW	1.26	2,512	0.00%	.00	2,862	0.00%
TREASURER	5,950.59	83,928	7.00%	4,075.08	78,808	5.00%
ASSESSOR	7,867.79	171,282	5.00%	9,014.57	162,581	6.00%
ELECTIONS	119.86	56,368	0.00%	449.12	64,277	1.00%
CITY HALL & GROUNDS	7,194.00	158,950	5.00%	4,008.87	187,500	2.00%
LEGAL AND AUDIT	.00	70,000	0.00%	.00	70,000	0.00%
OTHER GENERAL GOVERNMENT	352,774.63	588,415	60.00%	32,505.20	753,387	4.00%
POLICE	190,595.91	2,099,689	9.00%	116,870.61	2,005,929	6.00%
CODE COMPLIANCE	4,135.98	50,962	8.00%	1,505.23	50,171	3.00%
FIRE DEPARTMENT	55,954.36	524,545	11.00%	36,944.95	525,814	7.00%
INSPECTIONS	.00	100,000	0.00%	.00	55,000	0.00%
DEPT OF PUBLIC SERVICE ADMIN	12,088.66	159,240	8.00%	10,468.05	182,683	6.00%
PARKING LOTS - NON SAD	479.81	23,000	2.00%	341.16	19,750	2.00%
PARKING LOTS - SAD	368.63	267,500	0.00%	790.75	234,000	0.00%
STREET LIGHTING	9,649.00	99,500	10.00%	7,246.95	102,500	7.00%
COMMUNITY SERVICES	9,869.49	300,355	3.00%	6,786.08	162,085	4.00%
BROWNFIELD GRANT	.00	0	0.00%	.00	0	0.00%
PLANNING AND ZONING	103.59	18,685	1.00%	94.02	18,285	1.00%
JOINT PLANNING & ZONING	.00	400	0.00%	.00	550	0.00%
COMMUNITY & ECONOMIC DEVELOPMNT	14,715.52	143,143	10.00%	8,760.07	141,500	6.00%

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2024

THIS YEAR FISCAL YTD YTD ACTUAL	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-23	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET
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FUND 101 - GENERAL FUND

COMMUNITY DEVELOPMENT GRANTS	20,973.50	65,100	32.00%	.00	75,100	0.00%
CABLE ACCESS	1,219.56	13,776	9.00%	366.84	13,457	3.00%
PARKS AND RECREATION	29,987.47	1,344,325	2.00%	30,155.86	1,009,640	3.00%
ARTS AND CULTURAL ACTIVITIES	3,952.77	81,526	5.00%	11,332.30	80,400	14.00%
OTHER FINANCING USES	.00	549,696	0.00%	.00	316,449	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	848,193.67	8,021,185	11.00%	383,512.25	7,260,703	5.00%
NET REVENUE OVER EXPENDITURES	(556,140.15)	(569,000)		(23,432.34)	(335,000)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2024

THIS YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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FUND 202 - MAJOR STREETS

REVENUES	61,184.07	1,235,556	5.00%	66,651.03	1,045,218	6.00%
INCOMING TRANSFERS	.00	225,000	0.00%	.00	0	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	61,184.07	1,460,556	4.00%	66,651.03	1,045,218	6.00%
EXPENDITURES	31,012.53	1,593,169	2.00%	20,029.94	1,097,335	2.00%
OUTGOING TRANSFERS	.00	150,000	0.00%	.00	150,000	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	31,012.53	1,743,169	2.00%	20,029.94	1,247,335	2.00%
NET REVENUE OVER EXPENDITURES	30,171.54	(282,613)		46,621.09	(202,117)	

FUND 203 - LOCAL STREETS

REVENUES	24,892.80	373,772	7.00%	26,687.26	351,008	8.00%
INCOMING TRANSFERS	.00	300,000	0.00%	.00	300,000	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	24,892.80	673,772	4.00%	26,687.26	651,008	4.00%
EXPENDITURES	50,428.21	721,691	7.00%	30,920.72	733,661	4.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	50,428.21	721,691	7.00%	30,920.72	733,661	4.00%
NET REVENUE OVER EXPENDITURES	(25,535.41)	(47,919)		(4,233.46)	(82,653)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2024

	THIS YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<i>FUND 209 - CEMETERY FUND</i>						
REVENUES	20,543.14	273,779	8.00%	24,071.59	244,780	10.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	20,543.14	273,779	8.00%	24,071.59	244,780	10.00%
EXPENDITURES	5,353.50	312,362	2.00%	38,037.84	279,100	14.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	5,353.50	312,362	2.00%	38,037.84	279,100	14.00%
NET REVENUE OVER EXPENDITURES	15,189.64	(38,583)		(13,966.25)	(34,320)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2024

THIS YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY

REVENUES	100.00	807,950	0.00%	2,500.15	3,463,990	0.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	100.00	807,950	0.00%	2,500.15	3,463,990	0.00%
EXPENDITURES	4,946.87	883,391	1.00%	1,580.74	3,745,207	0.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	4,946.87	883,391	1.00%	1,580.74	3,745,207	0.00%
NET REVENUE OVER EXPENDITURES	(4,846.87)	(75,441)		919.41	(281,217)	

FUND 250 - LCL DVLPMNT FINANCE AUTHORITY

REVENUES	360.00	0	0.00%	2,586.12	81,500	3.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	360.00	0	0.00%	2,586.12	81,500	3.00%
EXPENDITURES	79.87	0	0.00%	45.49	187,800	0.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	79.87	0	0.00%	45.49	187,800	0.00%
NET REVENUE OVER EXPENDITURES	280.13	0		2,540.63	(106,300)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2024

THIS YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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FUND 265 - DRUG ENFORCEMENT

REVENUES	20.00	2,500	1.00%	.00	2,800	0.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	20.00	2,500	1.00%	.00	2,800	0.00%
EXPENDITURES	.00	5,600	0.00%	.00	5,600	0.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	.00	5,600	0.00%	.00	5,600	0.00%
NET REVENUE OVER EXPENDITURES	20.00	(3,100)		.00	(2,800)	

FUND 266 - POLICE TRAINING

REVENUES	.00	3,400	0.00%	17.61	2,950	1.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	.00	3,400	0.00%	17.61	2,950	1.00%
EXPENDITURES	.00	4,900	0.00%	.00	4,600	0.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	.00	4,900	0.00%	.00	4,600	0.00%
NET REVENUE OVER EXPENDITURES	.00	(1,500)		17.61	(1,650)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2024

THIS YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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FUND 271 - LIBRARY FUND

OPERATIONS

OPERATING REVENUES	22,133.08	673,516	3.00%	38,588.28	1,373,449	3.00%
OPERATING INCOMING TRANSFERS						
TOTAL OPERATING REV & IN TRNSFRS	22,133.08	673,516	3.00%	38,588.28	1,373,449	3.00%
OPERATING EXPENDITURES	79,207.03	656,799	12.00%	56,301.31	1,708,154	3.00%
OPERATING OUTGOING TRANSFERS						
TOTAL OPERATING EXP & OUT TRNSFRS	79,207.03	656,799	12.00%	56,301.31	1,708,154	3.00%
NET OPERATING REV OVER EXP	(57,073.95)	16,717		(17,713.03)	(334,705)	

CAPITAL IMPROVEMENTS

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

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2024

	THIS YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<i>FUND 592 - WATER & SEWER FUND</i>						
REVENUES	380,440.88	4,900,690	8.00%	435,273.45	4,347,620	10.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	380,440.88	4,900,690	8.00%	435,273.45	4,347,620	10.00%
EXPENDITURES	195,626.37	4,632,941	4.00%	141,833.32	4,106,072	3.00%
OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	195,626.37	4,632,941	4.00%	141,833.32	4,106,072	3.00%
NET REVENUE OVER EXPENDITURES	184,814.51	267,749		293,440.13	241,548	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2024

THIS YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-23	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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FUND 661 - EQUIPMENT REVOLVING FUND

REVENUES	49,029.71	908,000	5.00%	41,255.17	939,500	4.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	49,029.71	908,000	5.00%	41,255.17	939,500	4.00%
EXPENDITURES	41,222.98	626,963	7.00%	39,663.94	510,592	8.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	41,222.98	626,963	7.00%	39,663.94	510,592	8.00%
NET REVENUE OVER EXPENDITURES	7,806.73	281,037		1,591.23	428,908	

FUND 642 - ADMINISTRATIVE SERVICES FUND

REVENUES	.00	0	0.00%	.00	0	0.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%
EXPENDITURES	.00	0	0.00%	.00	0	0.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%
NET REVENUE OVER EXPENDITURES	.00	0		.00	0	

City of Hastings
Investments & Deposits Status Report as of July 31, 2024

<u>Institution</u>	<u>Account Description</u>	<u>7/31/2024 Balance</u>	<u>Interest Rate</u>
Flagstar	Common Cash (Primary Checking)	\$ 1,263,436.82	1.04%
	Payroll	\$ 130,533.02	1.05%
	*Savings	\$ 795,473.08	4.22%
	**Tax Collection	\$ 1,012,811.75	N/A
	Total	\$ 3,202,254.67	
<i>*Includes proceeds from DDA/Streetscape Bonds</i>			
<i>** Includes funds collected on behalf of other governmental agencies</i>			
Highpoint	Common Cash	\$ 82,327.62	N/A
	Drug Enforcement	\$ 18,211.94	N/A
	Library PayPal	\$ 500.00	N/A
	*Tax Collection	\$ 52,906.38	N/A
	Total	\$ 153,945.94	
<i>* Includes funds collected on behalf of other governmental agencies</i>			
Michigan CLASS	General Fund (Pooled)	\$ 6,184,670.06	5.4053%
	Water & Sewer	\$ 581,886.30	5.4053%
	Equipment Fund	\$ 295,546.18	5.4053%
	LDFA	\$ 147,773.76	5.4053%
	Total	\$ 7,209,876.30	
American Dep Mgmt Co	Money Market Account	\$ 3,826,090.84	5.30%
	3-Month Certificates of Deposit	\$ -	N/A
	6-Month Certificates of Deposit	\$ -	N/A
	Total	\$ 3,826,090.84	
Total, All Investments & Deposits		\$ 14,392,167.75	

<u>Institution</u>	<u>7/31/2024 Balance</u>	<u>% of Total</u>
Flagstar	\$ 3,202,254.67	22.2%
Highpoint	\$ 153,945.94	1.1%
Michigan CLASS	\$ 7,209,876.30	50.1%
American Dep Mgmt Co	\$ 3,826,090.84	26.6%
Total	\$ 14,392,167.75	

<u>Type of Investment or Deposit</u>	<u>7/31/2024 Balance</u>	<u>% of Total</u>
Interest	\$ 13,225,410.06	91.9%
Non-Interest	\$ 1,166,757.69	8.1%
Total	\$ 14,392,167.75	



Hastings City Council Memorandum

Date: August 21, 2024
To: Honorable Mayor Tossava & Members of the Hastings City Council
From: Dan King, Community Development Director
Subject: August Community Development Department Report

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

Streetscape

The streetscape project is winding down with the completion of punch list items so downtown Hastings is Ready for its Close-up. A contest is underway for community members to take selfies of their favorite aspects of the project and submit those selfies to the Community Development Department. Three winners will be randomly drawn from contestants who submit selfies. The contest will end on Tuesday, August 27th at 5:00 PM with winners drawn by Labor Day weekend.

Tyden Lofts

The 60-unit apartments are now complete with tenants moving into their respective units. The project manager reports that the project is nearing 100% occupancy. A ribbon cutting for the development is scheduled for Wednesday, September 18th at 1:00 PM.

Neighborhood Enhancement Program

As of August 21st, \$22,040.00 of the \$63,397.50 in approved projects have been completed and funded. The Community Development Department will continue working with both the homeowners and contractors as the remaining individual projects move toward completion.

Hastings Live

Another successful Hastings Live season has ended. In the coming months, plans will be underway for the 2025 programming season.



Downtown Business Team Street Dances

Brian Reynolds attended the August DDA meeting and reported that the street dances were well received and well attended. Mr. Reynolds informed the DDA that planning for next year will begin soon. The initial plans are for street dances to be held in May, June, July, and August of 2025.

Upcoming Events

Girls Night Out October 3rd 5:00 PM – 8:00 PM

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



City of Hastings
Downtown Development Authority
DRAFT Meeting Minutes
August 15, 2024

1. Meeting Call to Order and Roll Call—

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

Roll Call –

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

Absent: Wiswell

City Staff and Appointees: Boulter, Hoke, King, Resseguie

Others Present: Brian Reynolds

2. Pledge to the Flag

3. Approval/Additions/Deletions to Agenda –

Woods added request from the Downtown Business Team for financial support in the amount of \$1,800.00 under New Business line-item E.

Motion by Baker, second by Hatfield, to approve the agenda as amended.

All ayes, motion carried.

4. Approval of Minutes

Motion by Hatfield, second by Buton, to approve the minutes of the July 18, 2024, DDA meeting as presented.

All ayes, motion carried.

5. Financial Statements & Budget for Review –

King said the financial information provided in the packet has been updated through July 31, 2024.

6. Façade and BEIG Update-

King said the façade grant information in the packet is updated through July 31, 2024.

7. Open Public Comment and Discussion -

Brian Reynolds gave a recap of the three street dances that were held this summer. Brian reported that the street dances were a success, and the intention is to hold street dances in 2025 from May through August. He said work will begin soon for the planning of 2025 events.

8. Old Business-

A. Streetscape Update-

King gave an update on the streetscape project. King reported that besides project related punch list items, the seal coating of the State/Michigan intersection is the final task that requires completion. The board also discussed holding a ribbon cutting of the streetscape on August 27th starting at 9:30 am at the intersection of State and Jefferson. Boulter stated the Police Department will assist.

9. New Business

A. Downtown Parking Discussion

Chief Boulter was present to inform the board that nothing has changed regarding parking enforcement in the core downtown. The Supreme Court has ruled that chalking of tires is illegal. Without expensive equipment, parking violations pertaining to time is difficult to enforce. Self-enforcement of parking by downtown merchants appears to be the most logical and cost-effective means of enforcing parking in the core downtown. Chief Boulter also discussed one-way parking on Jefferson and Church Streets. He stated that prior to any decision, a parking study should be completed to analyze the effects of converting those two streets to one-way parking.

Button and Hatfield exited the meeting at 9:15 AM

B. Jingle and Mingle Funding Request

The organizers of the Jingle and Mingle event have requested \$4,000.00 in financial support.

Motion by Tossava, second by Peterson to approve the \$4,000.00 sponsorship support for the request.

Ayes: Albrecht, Baker, Peterson, Tossava, Ulberg, Woods

Nays: None

Absent: Button, Hatfield, Wiswell

Motion carried 6 – 0

C. Christmas Decoration Budget

Woods reports the Marketing Committee has been working on decoration selection and pricing. Since no specific budgeted line item has been created for this expenditure Woods entertained a motion to establish a budget.

Motion by Tossava, second by Peterson to establish a line-item budget of \$50,000.00 for Christmas decorations.

Ayes: Albrecht, Baker, Button, Peterson, Tossava, Ulberg, Woods

Nays: None

Absent: Button, Hatfield, Wiswell

Motion carried 6 – 0

D. Façade Grant Reimbursement for Nathan Winick at 150 E. State Street

King reported the façade work has been completed and the grant has been reimbursed.

E. Downtown Business Team Request for Website Design Update Support

The Downtown Business Team has requested financial support in the amount of \$1,800.00 for the purposes of updating their website.

Motion by Tossava, second by Peterson to approve the expenditure in the amount of \$1,800.00.

Ayes: Albrecht, Baker, Peterson, Tossava, Ulberg, Woods

Nays: None

Absent: Button, Hatfield, Wiswell

Motion carried 6 - 0

10. DDA Member Comment –

Albrecht inquired if the windows on the east side of the Razor’s Edge building were approved to be reduced in area.

11. Open Public Comment and Discussion – None

12. Adjournment

Motion by Peterson, second by Tossava, to adjourn

All ayes, motion carried

Meeting adjourned at 9:52 a.m.

Patty Woods, Chair

Deb Button, Secretary

Prepared by: Dan King, City of Hastings