



City of *Hastings* Michigan

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

201 E. State Street 49058

Regular Council Meeting
September 9, 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: Star School Road Listing Agreement Extension Recommended Action: Motion to approve the Mayor and City Clerk to sign a listing agreement extension from September 12, 2024 to December 31, 2024 with Miller Real Estate for city-owned vacant industrial property containing 8.36 acres and located on Star School Road north of Enterprise Drive. |
| 10B | Description: Airport Management Contract Recommended Action: Motion to approve the airport management contract with Lucci Distributing effective October 1, 2024 through October 2, 2027 as presented. |
| 10C | Description: Demolish 133 E. State Street Recommended Action: Motion to approve R&H Tractor Services LLC proposal to demolish the site at 133 E. State Street for the price of \$14,300. |



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| Item # | Summary |
|--------|---|
| 10D | <p>Description: MDNR UCF Grant Submission = Tree Inventory</p> <p>Recommended Action: Motion to approve the submission of an urban and community forestry grant application to the MDNR for a public tree inventory with a match of \$12,500.</p> |
| 10E | <p>Description: City Tree Planting Bid Approval</p> <p>Recommended Action: Motion to award the City tree planting bid to County Line Nurseries, Inc. for \$12,730.</p> |

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Agenda
September 9, 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 26, 2024, regular meeting
- ✓ 6. Public Hearings: (None)
7. Public Comment:
8. Formal Recognitions and Presentations:
 - A. Presentation from Dave Hatfield, Barry County Commissioner.
- ✓ 9. Items for Action by Unanimous Consent:
 - * A. Consider the request for permission from Pavement Ends, Inc. to hold the Barry Roubaix Fall Fondo Fundraising cycling event on Sunday, October 6, 2024 from 9:00 AM to 6:00 PM at Fish Hatchery Park.
- ✓ 10. Items of Business:
 - * A. Consider approving the Mayor and City Clerk to sign a listing agreement extension from September 12, 2024 to December 31, 2024 with Miller Real Estate for city-owned vacant industrial property containing 8.6 acres and located on Star School Road north of Enterprise Drive.
 - * B. Consider approving the airport management contract with Lucci Distributing effective October 1, 2024 through October 2, 2027 as presented.
 - * C. Consider approving R&H Tractor Services LLC's proposal to demolish the site at 133 E. State Street (Old Vinnie's Site) for the price of **\$14,300**.
 - * D. Consider approving the submission of an urban and community forestry grant application to the MDNR for a public tree inventory with a match of **\$12,500**.
 - * E. Consider awarding the City Tree Planting bid from County Line Nurseries, Inc. for **\$12,730**.
11. Staff Presentations and Policy Discussions (None)

12. City Manager Report:

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

✓ 13. Reports and Communications:

- * A. September 2024 Calendar

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 26, 2024

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

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

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

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

All ayes. Motion carried.
5. Approval of the minutes of August 12, 2024 regular meeting

Motion by Jarvis, with support by Barlow, to approve the minutes of the August 12, 2024 regular meeting.

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

Comments by King, Jared Belka of Warner Norcross, Greg Taylor of Copper Rock Construction, Annie Halley of the Community Foundation, Brehm, Jarvis, and Stenzelbarton.
7. Public Comment:

Comments by Joseph Peterson.
8. Formal Recognitions and Presentations:

- A. Presentation from Dave Hatfield, Barry County Commissioner. (Absent)
9. Items for Action by Unanimous Consent:
- A. Receive and place on file four (4) invoices totaling **\$693,493.88** as detailed in attachments.
- Motion by McLean, with support by Stenzelbarton, to receive and place on file four invoices totaling **\$693,493.88** as detailed in attachments.
- Ayes: Barlow, Bowers, Brehm, Jarvis, McLean, Nesbitt, Resseguie, Stenzelbarton, and Tossava.
Nays: None.
Motion carried.
10. Items of Business.
- A. Consider approval of the negotiated contract for Cemetery Memorial construction with Katerberg Verhage for **\$104,421**.
- Motion by Barlow, with support by McLean, to approve the negotiated contract for Cemetery Memorial construction with Katerberg VerHage for **\$104,421**.
- Comments by Tate, Brehm, Jarvis, Stenzelbarton, and Tossava.
- Ayes: Barlow, Bowers, Brehm, Jarvis, McLean, Nesbitt, Resseguie, Stenzelbarton, and Tossava.
Nays: None.
Motion carried.
- 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).
- Motion by Nesbitt, with support by McLean, 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).
- Ayes: Barlow, Bowers, Brehm, McLean, Nesbitt, Resseguie, Stenzelbarton, and Tossava.
Nays: Jarvis.
Motion carried.
- C. Consider authorization of City of Hastings Traffic Control Order #221.
- Motion by Resseguie, with support by Nesbitt, to authorize City of Hastings Traffic Control Order #221.
- Comments by McLean and Boulter.

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

Nays: None.

Motion carried.

- 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**.

Motion by Barlow, with support by Nesbitt, to approve the purchase of a new 2024 Ford F250 Pickup Truck from Lunghamer Ford of Owosso in the amount of **\$55,291**.

Comments by Boulter, Bowers, Brehm, Resseguie, Stenzelbarton, and Tossava.

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

Nays: Stenzelbarton.

Motion carried.

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

Motion by Brehm, with support by McLean, to approve the upfitting of the new Ford F250 Pickup Truck by C-Comm of Kalamazoo, Inc, in the amount of **\$9,197.07**.

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

Nays: Bowers, Stenzelbarton.

Motion carried.

- F. Consider approval of the contract for 700 tons of seasonal road salt from Detroit Salt Company for **\$45,913**.

Motion by Stenzelbarton, with support by McLean, to approve the contract for 700 tons of seasonal road salt from Detroit Salt Company for **\$45,913**.

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

Nays: None.

Motion carried.

- G. Consider adoption of **Resolution 2024-25**, to approve the first amendment to the City Manager employment agreement as presented.

Motion by McLean, with support by Stenzelbarton, to adopt **Resolution 2024-25**, to approve the first amendment to the City Manager employment agreement as presented.

Comments by Brehm, Stenzelbarton, Jarvis, Nesbitt, Moyer-Cale, and Tossava.

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

Nays: None.
Motion carried.

11. Staff Presentations and Policy Discussions (None)

12. City Manager Report:

Comments by Stenzelbarton, Moyer-Cale, and Tossava.

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

Comment by Tossava.

- B. The Monthly Financial Reports were presented.

- C. Community Development Director King presented his monthly report.

Comment by King.

13. Reports and Communications:

- A. Consider acceptance and placement on file August 15, 2024, Draft DDA Minutes.

Motion by McLean, with support by Resseguie, to accept and place on file August 15, 2024, Draft DDA Minutes.

All ayes. Motion carried.

14. Public Comments: None.

15. Mayor and Council comments:

Comments by Resseguie and Tossava.

16. Adjourn:

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

Ayes: All.
Nays: None.
Motion carried.

Read and Approved:

David J. Tossava, Mayor

Linda Perin, Deputy City Clerk



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Barry Roubaix Fall Fondo Fundraising Request

Meeting Date: September 9, 2024

Recommended Action:

Motion to approve, under direction of staff, the request from the Barry Roubaix to conduct the Fall Fondo Fundraising cycling event with staging in Fish Hatchery Park on Sunday October 6, 2024 from 9:00 AM until 6:00 PM.

Background Information:

Barry Roubaix organizers are bringing back the seventh annual Fall Fondo fundraising event to the City of Hastings on Sunday, October 6, 2024 from 9:00 AM until 6:00 PM. Organizers anticipate between 400-600 riders will participate in this event. This year the Roubaix will be partnering with the Barry County Animal Shelter, the Imagination Library, and the Hastings Youth Culinary program as the charity organizations that will receive proceeds from the ride. Unlike the annual Roubaix, this event will be entirely staged at Fish Hatchery Park. Staff has reviewed the request and has no concerns.

Financial Implications:

Pavement Ends, Inc/Barry Roubaix are billed for direct expenses incurred by the City of Hastings.

Attachments:

- Pavement Ends Request Letter
- Special Event Application
- Event Map



City of Hastings
Special Event Application

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

Section 1: Applicant/Organization Information

SCOTT TenCate / Pavement ENDS 616-292-2395
Applicant/Organization Name Phone

SCOTT TenCate 616 292-2395 Tenner@BarryRoubaix.com
Contact Name Phone Email

6575 5 Mile Rd NE ADA MI 49301
Street City State Zip

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

Section 2: Event Information

FALL FONDO Benefit RIDE
Name of Event

Ride on Barry Roubaix Courses to raise funds for local charities
Description of Event

10/6/24 8AM - 4PM
Event Dates Time (From/To)

10/6/24 8AM 10/6/24 4 PM
Set up Date(s) and Time(s) Clean Up Date(s) and Time(s)

FISH HATCHERY PARK

Location(s) of Event

10

Estimated number of volunteers

400

Estimated daily attendance (if known)

Section 3: Event Details

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

- ☐ Road closure
 - If checked, please provide a proposed detour route.
- ☐ Closure of public parking area
- ☒ Use of park area
- ☐ Firepits/open flame
- ☐ Fireworks or pyrotechnics
 - If yes, provide a copy of liability insurance listing the City as an additional insured party.
- ☒ Food and/or non-alcoholic beverage service or sales (if yes, contact Barry County Health Department)
 - If yes, provide copy of Health Department Food Service License
- ☒ Temporary structures (including tents or pavilions)
- ☒ Music
 - If yes, what time will music begin and end? 9am - 4pm
 - If yes, what type of music is proposed? Live - Acoustic Live - Amplification Recorded
 - Loudspeakers or public address system
- ☐ Parade
- ☐ Race (ex: 5K)
- ☐ Vendors/sale of goods
- ☐ Carnival rides
 - If yes, provide a copy of liability insurance listing the City as an additional insured party.
- ☒ Signs or banners
- ☐ Animals/petting zoo
- ☐ Portable restroom facilities
- ☐ Donation collection/free will offering
- ☐ Other _____
- ☐ Alcohol
 - If yes, provide copy of liquor liability insurance with the City listed as an additional insured.
 - If yes, provide a copy of Michigan Liquor Control License Application.
 - If yes, describe measures to be taken to prohibit the sale of alcohol to minors (use separate pages if necessary).
 - If the alcohol is being served in the Social District, a Council Resolution suspending the district is required.

Please describe how garbage will be managed?

Any Event garbage will be removed From
PARK

Section 4: Site & Event Plan

Please prepare a site plan that includes the following information:

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

Section 5: Acknowledgements and Hold Harmless Agreement

The Applicant understands and agrees to the following:

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

Scott Ten Cate / Pavement Ends Inc.

Printed Name of Applicant & Name of Organization

Scott D Ten Cate

Signature

7/12/24

Date



July 8, 2024

Mayor David Tossava
City Council Members
201 E. State Street
Hastings, MI 49508

Re: Fall Fondo Benefit Ride 2024

Dear Mayor and Council Members:

We are writing to you on behalf of Pavement Ends Inc. regarding the Barry Roubaix Fall Fondo Fundraising cycling event. We are requesting permission from the City to hold the benefit ride on **Sunday, October 6, 2024 from 9 AM – 6 PM at Fish Hatchery Park.**

This will be the 7th edition of the event and we are excited to raise funds once again for three of Hastings community organizations: The Imagination Library, Barry County Animal Shelter and The Hastings Youth Culinary program. Last year's event had over 350 riders and raised over \$8,000 for the organizations. We enjoy organizing this ride not only for the cycling community but to give back to the City that continues to support the Barry Roubaix and its partnership. To date, the Fall Fondo fundraiser has generated over \$25,000 for the charities and their annual operating budgets.

This event will be on a much smaller scale than The Barry-Roubaix Spring race, as we anticipate around 400 - 600 riders. There will not be any race chute, street closings or big after-parties. The only impact to the city will be added traffic in the park and the ride roll out at Noon. Last year we enjoyed the Fish Hatchery Park as the "event area" as it provided ample parking, pre-and-post ride social gathering and easy access to the Barry Roubaix ride route (event area map attached). We plan to stage riders in the park service drive from 11:50 – Noon and depart promptly at Noon. If the City police are available, we would also ask that they hold up West bound traffic on Green St. outside the park entrance, as well as at the corner of Green St. and Cook. This should take no more than 5 minutes to get everyone out of the park and safely on Cook Road as they hit the Barry Roubaix course.

Thank you for your consideration of this request. Should you have questions regarding this event please contact us at any time.

Best regards,

Scott TenCate and Matt Acker: Co-Event Directors
Pavement Ends Inc. - 616-292-2395

2024 Fall Fondo - Fish Hatchery Event Map





Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Vacant Industrial 8.36 Acre Parcel Listing Agreement Extension

Meeting Date: September 9, 2024

Recommended Action:

Motion to approve the Mayor and City Clerk to sign a listing agreement extension from September 12, 2024 to December 31, 2024 with Miller Real Estate for city-owned vacant industrial property containing 8.36 acres and located on Star School Road north of Enterprise Drive.

Background Information:

City Council adopted Resolution 2024-07 on March 11, 2024 allowing the Mayor and City Clerk to enter into a sales listing agreement with Miller Real Estate and authorized the City Manager to negotiate a purchase and development agreement for an 8.36-acre vacant industrial parcel on Star School Road north of Enterprise Drive. A purchase and development agreement were executed between the City and a purchaser on April 2, 2024. On August 22, 2024 both the City and the purchaser mutually agreed to terminate the purchase and development agreement due to the purchaser's inability to conform to the terms of the development agreement. With the sales listing agreement scheduled to expire on September 12, 2024, an extension of the agreement is necessary.

Financial Implications:

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

Attachments:

- Listing Agreement Extension
- Resolution 2024-07
- Parcel Map



WEST MICHIGAN REGIONAL AMENDMENT TO LISTING AGREEMENT OR BUYER AGENCY CONTRACT

(Complete only one section below)



SECTION 1: AMENDMENT TO LISTING AGREEMENT

MLS# 24013175

Property Address (or description) _____

☐ Change price from _____ to _____

☐ Change terms from _____ to _____

☒ Change expiration date from 09/12/2024 to 12/31/2024

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

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

☐ Other: _____

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

SECTION 2: AMENDMENT TO BUYER AGENCY CONTRACT

Name of Buyer on Buyer Agency Contract _____

☐ Change expiration date from _____ to _____

☐ Other: _____

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

Date: _____

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

☐ Buyer ☒ Seller ☐ Landlord (check one)

☐ Buyer ☒ Seller ☐ Landlord (check one)

Justin Peck

dotloop verified
08/22/24 11:00 AM EDT
WACQ-S00K-EP6A-DN0WS

Broker (or licensed, authorized office manager) Signature

City Of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

RESOLUTION 2024-07

**TO APPROVE SALES LISTING AGREEMENT WITH MILLER REAL ESTATE AND
APPROVE THE MAYOR AND CLERK TO SIGN THE SALES LISTING AGREEMENT AND
AUTHORIZE THE CITY MANAGER TO NEGOTIATE A PURCHASE AND DEVELOPMENT
AGREEMENT.**

WHEREAS, the City of Hastings owns vacant industrial parcels of land commonly known as PP #08-55-265-026-20 and PP #08-255-034-10 Star School Road; and

WHEREAS, the City of Hastings desires to sell said parcel; and

WHEREAS, the City Council of the City of Hastings authorizes the Mayor and City Clerk to execute the sales listing agreement with Miller Real Estate of 149 West State Street, Hastings, MI 49058 for said parcel; and

WHEREAS, the City Council of the City of Hastings authorizes the City Manager to negotiate a purchase and development agreement for said vacant industrial properties as presented by an authorized agent of Miller Real Estate for said parcel; now

THEREFORE, BE IT RESOLVED that the City Council of the City of Hastings hereby authorizes the Mayor and City Clerk to sign a sales listing agreement with Miller Real Estate of 149 West State Street, Hastings, MI 49058 for vacant industrial parcels of property commonly known as PP #08-55-265-026-20 and PP #08-255-034-10 Star School Road and authorizes the City Manager to negotiate a purchase and development agreement.

A motion to adopt the foregoing resolution being offered by Member Brehm, second by Member Nesbitt:

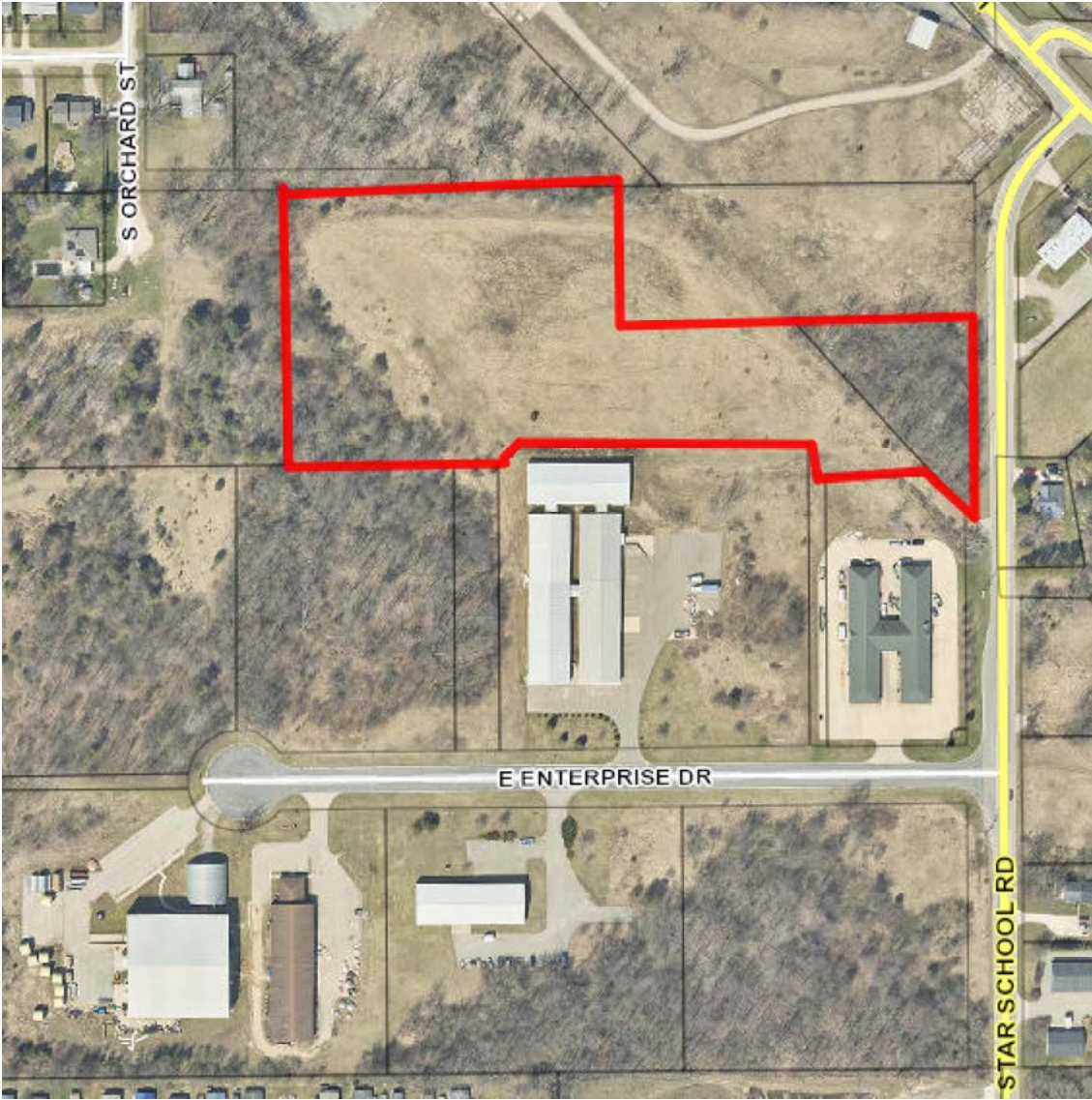
YEAS: Barlow, Brehm, Furrow, Jarvis, McLean, Nesbitt, Resseguie, and Tossava.
NAYS: None.
ABSENT: Bowers.

MOTION DECLARED ADOPTED.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 11th day of March 2024, by the City Council of the City of Hastings, by a vote of eight voting in favor thereof, zero members voting against, and one member absent.



Christopher R. Bever, City Clerk





Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Approval of 5-Year Contract for Airport Manager

Meeting Date: September 9, 2024

Recommended Action:

Motion to approve the airport management contract with Lucci Distributing effective October 1, 2024 through October 2, 2027 as presented.

Background Information:

The airport commission has approved a five-year agreement with Lucci Distributing/Gino Lucci for airport management services. In accordance with the Joint Operating Agreement between the City and the County, all expenditures over \$5,000 require the approval of both boards.

Financial Implications:

None, the airport is self-supporting.

Attachments:

- 5-Year Agreement

HASTINGS CITY / BARRY COUNTY AIRPORT CONTRACT FOR AIRPORT MANAGEMENT SERVICE

This Hastings City / Barry County Airport Contract for Airport Management Service (the “Contract”) is made this 28th day of August 2024 by and between the HASTINGS CITY / BARRY COUNTY AIRPORT COMMISSION (“Commission”) of 2505

Murphy Dr., Hastings, MI 49058, and LUCCI DISTRIBUTING operating as a domestic profit corporation with an address of 9854 Curtis Road, Nashville, MI 49073 (“Contractor”).

WHEREAS, the Commission operates the Hastings City / Barry County Airport located at 2505 Murphy Drive, Hastings, MI 49058;

WHEREAS, as required by the FAA, the Commission has contracted with an airport manager, which duties and responsibilities include managing the Airport operations, assistance in the development of goals, objectives, and priorities of the Airport as overseen by the Commission, and provides for compliance with all local, state, and federal regulations which pertain to the Airport;

WHEREAS, the Commission has reviewed alternatives for operating and developing the Airport, and determined that, in light of the Commission’s available time and expertise, the Commission continues to benefit from engaging the Contractor, who is a licensed general contractor who has significant experience in the airport management business, as a licensed airport manager on an independent basis, and the Commission seeks the benefits of the results of Contractor’s efforts as airport manager, but the conduct and control of such efforts is intended to be entirely within the Contractor’s discretion;

WHEREAS, the parties previously entered into the Hastings City / Barry County Airport Contract for Airport Management Service whereby the Contractor served as airport manager of the Airport and provided other services to the Commission in order to manage and operate the Airport;

WHEREAS, the parties desire to continue their relationship and to further provide for the Contractor’s autonomy in the provision of the services contemplated by this Contract and to ensure that the Contractor is treated as an independent contractor for purposes of local, state, and federal Law; and

WHEREAS, parties have negotiated and now mutually desire to enter into this amended and restated Contract, pursuant to which the Contractor shall provide services to manage and operate the Airport as an independent contractor.

NOW THEREFORE, in consideration of the negotiated contract and understanding of articles set below, IT IS HEREBY AGREED as follows:

ARTICLE 1: DEFINITIONS

1.1 Airport. The term Airport means the Hastings City / Barry County Airport located at 2505 Murphy Drive, Hastings, MI 49058, and all ancillary property associated therewith owned or managed by the Commission.

1.2 Agent. The term Agent shall mean any individual, person, or other entity that is acting for the benefit of or on behalf of another individual, person, or other entity including either of the parties to this Contract.

1.3 Approved Budget. The term Approved Budget shall mean the Budget approved by the Commission on an annual basis.

1.4 Capital Expenditure or Capital Improvement. The terms Capital Expenditure or Capital Improvement shall mean an item that will be of a long-term nature having a useful life in excess of three years, as defined by manufacturers' specifications, replacements of equipment that has met or exceeded its useful life, and items for construction, placement of new facilities, and capital purchases that significantly improve operations and / or maintenance, aesthetics, long- term capital conditions, or other aspects not generally associated with ongoing operations and maintenance.

1.5 City. The term City means the City of Hastings, in Michigan.

1.6 Commission. The term Commission means the commission established pursuant to the terms of the Joint Operation Agreement to jointly operate the Airport.

1.7 Confidential Information. The term Confidential Information means information not otherwise publicly available that is received or obtained by the Contractor in the course of its services to the Commission regarding the Airport and/or the Commission concerning its plans, finances, properties, current and future projects, and the like.

1.8 Conflict of Interest. The term Conflict of Interest means any investment, arrangement, relationship, contract, agreement, other association by the Contractor or a Contractor's Agent which involves the provision or receipt of any goods, remuneration, technical assistance, or other services at or from the Airport or the Commission, either directly or indirectly, except to the extent such is within the scope of the ordinary course of business and relates to such goods, technical assistance, or other services that are available to the general public at large at the same price and on the same terms as those that apply to the Contractor unless such dealings in the ordinary course would cause the Commission, City, or County to violate the requirements of any applicable federal, state, or local Law or ordinance. Notwithstanding the foregoing, the term Conflict of Interest shall not mean any investment, arrangement, relationship, contract, agreement, or other association by the Contractor or the Contractor's Agent that is disclosed to the Commission and approved by the Commission in writing.

1.9 County Board of Commissioners. The term County Board of Commissioners means the board of commissioners governing body for the County.

1.10 Council. The term Council means the city council for the City of Hastings, in Michigan.

1.11 County. The term County means Barry County, in Michigan.

1.12 DEQ. The term DEQ means the Michigan Department of Environmental Quality, or its successor or any comparable federal agency.

- 1.13 Effective Date. The term Effective Date means October 1, 2024.
- 1.14 FAA. The term FAA means the Federal Aviation Administration, or any successor agency.
- 1.15 FCC. The term FCC means the Federal Communications Commission, or any successor agency.
- 1.16 Five-Year Plan. The term Five-Year Plan means the five (5) year plan established by the airport manager of the Airport and the Commission for the Airport, and approved by the Commission from time to time.
- 1.17 Joint Operating Agreement. The term Joint Operating Agreement means the Agreement for Joint Operation of the Hastings City – Barry County Airport, dated December 30, 1977, as such agreement may be amended and restated from time to time.
- 1.18 Law. The term Law means any federal, state, provincial, local, municipal, foreign, international, or multinational constitution, law, ordinance, bylaw, principle of common law, regulation, rule, statute, or treaty, ruling, order, judgment, injunction, award, decree, or other requirement.
- 1.19 Licensed Premises. The term Licensed Premises means the Airport.
- 1.20 MDOT. The term MDOT means the Michigan Department of Transportation, or any successor or comparable federal agency.
- 1.21 OSHA. The term OSHA means the Occupational Safety and Health Act of 1970, and all comparable local, state, and federal Laws, including the Michigan Occupational Safety and Health Act.
- 1.22 Operating Expenses. The term Operating Expenses shall mean those expenses described in Section 4.1 of this Contract, and such term shall exclude Capital Expenditures and Capital Improvements.

ARTICLE 2: TERM

- 2.1 Term. The initial term of this Contract shall commence on the Effective Date and continue for three (3) calendar years, expiring at 12:01 a.m. on October 2, 2027.
- 2.2 Extensions. Following the initial term of this Contract as set forth in Section 2.1, the Contract may be extended by mutual written agreement of the parties for up to four (4) additional three (3) year terms, such that all other provisions of this Agreement shall remain in full force in effect during such extended term, subject however, to the termination rights set forth in Section 2.3 and 2.4 of this Contract. However, at the time of each renewal, the Commission shall seek additional applications for the position of Airport manager, and evaluate alternative arrangements and candidates prior to renewal, and the Commission shall have no obligation to enter into a renewal under Section 2.2 except in accordance with its discretion.

2.3 Early Termination by the Commission. In the event that the Contractor shall fail to perform any material obligation hereunder, the Commission may give the Contractor written notice specifying such failure and if any such failure shall continue for thirty (30) calendar days after receipt of such notice by the Contractor, and is not cured within the applicable time period, the Commission may terminate this Contract without penalty and Contractor shall have no further right to payment under the terms of this Contract. Notwithstanding the foregoing,

- (a) if the failure of the Contractor constitutes an imminent, serious threat to the continued health, safety, or welfare of any persons or persons using the Airport, including personnel;
- (b) if the Commission's right to operate the Airport or the Contractor's right to serve as Airport manager is terminated by any federal, state, or local government, directly or indirectly;
- (c) if the operation of the Airport becomes economically or operationally unfeasible;
- (d) if the Contractor has a Conflict of Interest with the Commission that is not resolved via good faith negotiation of the parties after thirty (30) calendar days;
- (e) if any action of the Contractor causes or reasonably is anticipated to cause the Commission, City, or County to violate the requirements of the Commission's grant agreement with the FAA or MDOT, any applicable federal, state, or local Law or ordinance; or
- (f) if the Airport is taken or appropriated by any lawful U.S. governmental authority;

then the Commission shall have the right to terminate the Contract effective immediately and the Contractor shall have no further right to payment pursuant to the terms of this Contract.

2.4 Early Termination by the Contractor. The Contractor may, upon written notice to the Commission, terminate this Contract before the end of its term under any of the following circumstances:

- (a) If the Commission fails to make any payments required under this Agreement and fails to cure such failure within sixty (60) days after written notice from the Contractor;
- (b) Upon ninety (90) days written notification; and
- (c) Notwithstanding the foregoing, if a failure of the Commission constitutes an imminent, serious threat to the continued health, safety, or welfare of any persons or persons using the Airport, including personnel, the Contractor shall have the right to terminate the Contract effective immediately.

ARTICLE 3: PARTY RIGHTS AND RESPONSIBILITIES

3.1 Contractor Responsibilities.

- (a) The Commission hereby engages the Contractor and Contractor hereby agrees to serve as the manager of the Airport, on the terms set forth in this Contract, and Contractor hereby also agrees to provide the Airport manager and other related services as set forth on the attached Exhibit A. As such, during the term of this Contract, the Contractor shall have the sole and exclusive right to serve as the Commission's Airport manager, and shall provide safe, timely, and professional management of the Airport in a business-like manner and in accordance with this Contract. The Commission shall allow the Contractor, as manager, to manage the Airport as a commercial enterprise to the extent permitted by and in compliance with federal, state, or local Law, using best practices based on Contractor's collective experience and knowledge from other airport operations and the aviation industry in general.
- (b) The individual providing the services of Airport Manager shall be Giacinto Lucci.

3.2 Commission Responsibilities.

- (a) Although the Contractor, as the designated manager of the Airport, shall be responsible for managing and running the Airport, the Commission shall retain the following rights with respect to the Airport:
 - (1) The Commission shall retain ownership of the Airport, and all ancillary property related thereto including all Airport facilities and equipment and other personal property and vehicles;
 - (2) The Commission shall have sole authority to approve and sign all rental and lease agreements with respect to Airport property;
 - (3) The Commission shall have sole authority to approve and sign all legal documents with respect to the property of the Airport, and for other actions that may not be delegated to an independent contractor in connection with the operation of an Airport but only to the extent necessary for compliance purposes with federal, state, and local Law;
 - (4) The Commission, and to the extent required pursuant to the terms of the Joint Operating Agreement and /or the terms of any purchasing policy of the County Board of Commissioners or the Council shall have the right to approve an annual Budget for Airport Operating Expenses;
 - (5) The Commission, and to the extent required pursuant to the terms of the Joint Operating Agreement and /or the terms of any purchasing policy of the County Board of Commissioners or the Council shall have the right to approve any Capital Expenditures not otherwise approved pursuant to the terms of the Budget;
 - (6) The Commission and to the extent required pursuant to the terms of the Joint Operating Agreement and / or the terms of any purchasing policy of the County Board of Commissioners or the Council shall have the right to approve

any liability or obligation of the Airport not otherwise approved pursuant to the terms of the Budget;

(7) The Council, the County Board of Commissioners, or Commission, as applicable, shall approve any utilization of the Airport or the assets of the Airport for any purpose other than the continued operation of the Airport;

(8) The Council, the County Board of Commissioners, or Commission, as applicable, shall approve any disposition, transfer, conveyance, pledge, mortgage, encumbrance, or other lien imposed on the Airport;

(9) The Commission shall have the right to establish Airport policies, plans, budgets, and to set fees and rates with respect to the Airport business;

(10) The Commission shall have the right to approve the Five Year Plan, and as required for legal compliance under the FAA, MDOT, and applicable Law;

(11) The Commission shall take all reasonable actions necessary to ensure that Contractor is not hampered by any Airport personnel in Contractor's efforts to implement operating, safety, and environmental plans for the Airport in accordance with all applicable federal, state, and local Laws;

(12) The Commission shall be responsible for auditing the financial practices of the Airport, in accordance with its standard practice and applicable Law, and all such audit expenses shall be included within the definition of Operating Expenses for purposes of this Contract; and

(13) The Commission shall retain responsibility and control of community relations for the Airport.

- (b) Notwithstanding the foregoing, nothing in this Contract shall prevent the Commission from granting the Contractor, as Airport manager, broad day-to-day control and management of the Airport, and the Commission, the City Council, and the County Board of Commissioners shall not have any other right to control the Contractor in the performance of the duties set forth in this Contract. The parameters of manager's control and management of the Airport shall be limited in this regard only as set forth in this Contract and by applicable Law;
- (c) It is understood and agreed that in the event the Commission is dissatisfied with any action or performance by Contractor, the Commission shall not unreasonably intrude into the Contractor's role as manager or into its relationship with its employees or Agents but rather shall timely transmit such dissatisfaction to Contractor directly and shall thereafter work with such Contractor and such other Contractor representatives as may be appropriate to resolve such issues.

3.3 Commission Designee. The Commission may designate an individual who shall serve as the Commission's liaison with the Contractor, including for purposes of disclosure of any Conflict of Interest pursuant to Section 6.5, and who may be designated as the authorized person for purposes executing any of the documents or legal agreements contemplated in Section 3.2(b) and

(c) above. Unless the Commission notifies the Contractor of a different Commission Designee in a signed writing delivered to the Contractor, the Commission's Designee shall be the Commission Chairperson. The Contractor shall keep the Commission Designee informed of significant developments affecting the Airport, and the Contractor may rely on written statements and representations of the Commission's Designee.

ARTICLE 4: AIRPORT PREMISES & EXPENSES

4.1 Airport Operation Remuneration & Expense Procedures.

- (a) To the extent that any billing statements, fees, or expenses for the Airport are submitted to the Contractor rather than the Commission directly, the Contractor shall submit on at least a monthly basis (or on a more frequent basis if required by third party billing procedures) the full amount of Operating Expenses, Capital Expenditures, and any other expenses and fees to which the Airport is or may be subject directly to the Commission. The Contractor shall not handle funds, revenues, income, and remuneration generated by the Airport or the Commission on behalf of the Commission, and shall require all third parties to submit any and all funds, revenues, income, and remuneration generated by the Airport or the Commission directly to the Commission, or a party designated as the recipient for such funds by the Commission in writing.
- (b) The Commission shall be obligated to pay on a monthly basis the full amount of the Operating Expenses approved in the Approved Budget, and except as otherwise provided herein, the Contractor shall have no liability for such expenses. In addition, the Commission shall be responsible for paying the cost of any approved Capital Expenditures or Capital Improvements undertaken at or in connection with the Airport. Operating Expenses means all expenses incurred in the operation of the Airport for maintenance, administration, and ordinary repairs, and shall include, as applicable:
 - (1) Legal, accounting, and other consultant fees incurred by the Commission in connection with its ownership and operation of the Airport;
 - (2) Expenses related to Airport equipment and facility repair and maintenance, including those cleaning, toiletry, office, and other supplies customarily used or consumed at or by the Airport by or for its customers or employees;
 - (3) Labor costs, consisting of wages and salaries, for Airport employees, who are not Agents or employees of the Contractor assisting the Contractor with the performance of the Contractor's services, if any, together with associated payroll and other administrative expenses actually incurred and / or paid relating to such wages and salaries, including but not limited to payroll taxes, severance pay, workers compensation, fringe benefits, etc.;
 - (4) Insurance costs for Airport / commercial general liability insurance, and any umbrella liability, property insurance, comprehensive

automobile, environmental liability, and workers compensation insurance, except to the extent the Contractor is added as an additional insured, in which case such additional cost shall be paid by the Contractor;

(5) Maintenance expenses and the costs for replacement parts for the Fuel Farms located on the Airport field;

(6) Electric expenses for the Airport;

(7) Heating expenses for the Airport;

(8) Water and sewer expenses for the Airport; and

(9) Telephone, cable, and internet services for the Airport.

(10) Fuel for airport owned equipment.

4.2 Contractor's Airport Management Expenses. Except as set forth in Section 4.1 above because such expenses are not Contractor's expenses, but are more properly classified as Airport Operating Expenses or Capital Expenditures, or as agreed by the Commission and the Contractor in a separate signed writing, Contractor shall be responsible for the payment of all of the expenses, including the Contractor's expenses associated with the provision of the services contemplated by this Contract, the provision of all labor required for performance of the Services, and for the cost of obtaining and maintaining any and all equipment and / or supplies necessary to perform the Services. The Commission will not reimburse or otherwise pay Contractor any amounts for any such expenses, equipment, or supplies, it being acknowledged that the Commission's only payment obligation to Contractor is as set forth in Section 5. For example, Contractor's expenses may include, by way of illustration and not limitation:

- (a) All labor costs, consisting of wages and salaries, for Contractor agents and employees, together with associated payroll and other administrative expenses actually incurred and / or paid relating to such wages and salaries, including but not limited to payroll taxes, severance pay, workers compensation, fringe benefits, etc.;
- (b) Manager insurance, including employee practices liability insurance, crime insurance, and fiduciary liability;
- (c) Other insurance that Contractor desires to obtain in its discretion, or is required to obtain by the Commission, if available, relating to the performance by Contractor of services hereunder;
- (d) Legal, accounting, and other consultant fees incurred directly by the Contractor in performance of Contractor's services;
- (e) Expenses to obtain, repair, or maintain Contractor's property, including for recordkeeping, inspection, grounds-keeping, and cleaning tools and equipment like computers, lawnmowers, ladders, hand tools, vehicles, etc., and lease or rental, maintenance, and repair expenses related thereto;
- (f) Expenses related to consumable supplies necessary to complete the Contractor's services, cleaning supplies, garbage bags, and expenses for fuel for equipment not owned by the airport and other energy costs incurred by Contractor in connection with the performance of the Contractor's services.

4.3 Limited License to Enter and Use Airport Facility. Except as otherwise provided in this Contract, the Contractor shall have a limited license to enter and use the Licensed Premises during the term of this Contract for the purpose of performing the services and fulfilling its obligations under this Contract. The Contractor shall use reasonable care in use of the Licensed Premises, including Airport and its facilities, improvements, equipment, and other personal property belonging to the Commission.

4.4 Contractor Equipment. Contractor shall be responsible for providing all equipment and materials necessary to provide the Contractor's services contemplated by this Contract, Contractor hereby represents and warrants that Contractor shall fully comply with the requirements of OSHA and applicable Law with respect to any equipment used on the Licensed Premises, and the Contractor agrees to accept all responsibility to insure the proper safety, set-up, erection, inspection, use, and or maintenance of such equipment prior to use.

4.5 Surrender. At the expiration or termination of this Agreement, the Contractor shall vacate the Licensed Premises, leaving it in as good condition as it now is, ordinary wear and tear expected, and shall return (or completely destroy with respect to electronically maintained information that cannot be returned) all Confidential Information and / or Commission documents that may be in Contractor's possession.

4.6 Books and Records. The Commission, at all times, shall have reasonable access to the books and records maintained by the Contractor in connection with the Contractor's duties at the Airport pursuant to the terms of this Contract, and at termination of this Contract, shall provide the Commission with a copy of such books and records, if reasonably requested by the Commission in writing, at the Contractor's sole expense.

ARTICLE 5: COMPENSATION AND FEES

5.1 Negotiated Compensation: The Commission shall pay the negotiated fee for the Contractor's services for this agreement, as follows:

- (a) Contractor Services shall be paid by the Commission to the Contractor, in a monthly equivalent fee of four thousand nine hundred sixteen dollars and sixty-seven cents (\$4,916.66). Payment shall be paid monthly as negotiated between both parties.
- (b) During the term of this agreement, Contractor shall be allowed use of an airport hangar for private use without fee, subject to the terms of the airport hangar rental agreement.

ARTICLE 6: STATUS OF CONTRACTOR AND SERVICE CONDITIONS

6.1 Independent Contractor.

- (a) Contractor shall be an independent contractor and nothing in this Contract shall cause Contractor to be treated as an employee, agent, or partner of Commission or to be considered eligible for any benefits provided by Commission to its employees.

- (b) Contractor shall not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Commission to its employees, and Commission will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining worker's compensation insurance on behalf of Contractor or its employees.
- (c) Contractor acknowledges that the Commission seeks the benefits of the results of the Contractor's services as manager of the Airport hereunder, but the conduct and control of such services are solely within the Contractor's discretion.

6.2 No Authority to Bind Commission. Contractor lacks the express or implied authority and is not granted any right or authority to assume or create any obligation or liability, express or implied, on behalf of Commission or to bind Commission in any manner whatsoever.

6.3 Taxes and Standards Related to Contractor's Services. Contractor shall bear full responsibility to withhold and pay any and all taxes related to the services provided to Commission. Contractor agrees that all services shall be performed in accordance with the requirements of this Contract and in accordance with the highest prevailing standards for work of the type undertaken, and in accordance with all applicable federal, state, local, provincial, or municipal Laws and regulations.

6.4 Contractor's Other Operations. The Contractor warrants that it will carry out its obligations under this Contract solely in the best interests of the Commission, but the Parties recognize that during the Term, the Contractor may have obligations to other jobs, projects, investments, or operations, including but not limited to the provision of services as airport manager to other airport operators and to entities operating at other airports.

6.5 Conflict of Interest Disclosure. The Contractor shall not engage any Conflict of Interest either directly or indirectly, that is not specifically authorized by this Contract or otherwise approved by the Commission without first disclosing such to the Commission.

6.6 Contractor's Use of Agents or Employees. The Contractor has the right to employ or engage persons, in its sole discretion, to assist it in connection of the performance of this Contract. Any persons employed or engaged by Contractor in connection with the performance of this Contract shall be Contractor's employees and Contractor shall be fully responsible for them, including for purposes of payroll tax withholding, employee benefits, worker's compensation insurance, and indemnify and hold the Commission harmless against any claims made by or on behalf of any such employee or contractor against the Commission or the Airport.

6.7 Contractor and Employee Certifications. Contractor shall at its sole expense assure that it and its employees and Agents obtain and maintain all certifications,

registrations, licenses, and other approvals required to perform the Contractor's services under this Contract.

6.8 Enforcement of Contract Terms. The Contractor shall require and enforce against any employee or other Agent that it engages in connection with the performance of this Contract whether at the Airport or elsewhere in the Contractor's system all obligations under this Contract that apply to Contractor, including the compliance with the Law.

6.9 Non-Discrimination. Contractor, in the operation and use of the Licensed Premises, including the property and facilities of the Airport shall not, on the grounds of race, color, national origins, sex, or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable Law and, if applicable, shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation (49 CFR Part 21), effectuating Title VI of the Civil Rights Acts of 1964 and the Americans With Disabilities Act of 1990.

6.10 Nondiscrimination Under Michigan Law. Contractor agrees for itself and its subcontractors not to discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Contract (MCL 37.1209; MCL 37.2209).

ARTICLE 7: GENERAL CONDITIONS

7.1 Compliance. Contractor will at all times act in compliance with all applicable Laws and regulations, as well as Commission rules of conduct, whether now existing or hereinafter enacted, whenever on Airport premises or otherwise in connection with performance of the services.

7.2 Confidential Information. Contractor and the Commission may be provided access to confidential information about the other party. Each party hereby agrees that they will not use or disclose to any third party any Confidential Information, either during or following the term of this Agreement, except as authorized by the Commission, as required by applicable Law, or in connection with Contractor's performance of the services pursuant to the terms of this Contract. In the event Contractor or the Commission is judicially determined to have breached this obligation in any legal action to enforce the Commission's rights under this Contract, the other party shall be entitled to recover, in addition to any damages, its attorneys' fees and costs incurred in enforcing its rights under the Contract. Notwithstanding the foregoing or anything else in this Contract, the Contractor agrees that nothing in this Contract shall prevent the Commission, Council, or County Board of Commissioners from disclosing information related to the Contractor or this Contract as may be lawfully ordered by a court of competent jurisdiction, pursuant to government agency subpoena, or as otherwise required by the Freedom of Information Act, Act No. 442 of Public Acts of 1976 ("FOIA") or from complying with the Open

Meetings Act, and instructing third party consultants to keep the terms of this Agreement confidential.

7.3 Non-Exclusive. Nothing in this Agreement shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Commission reserves the right to grant to others the privilege and right of conducting any one or more of the aeronautical activities listed in this Agreement, or any other activity of an aeronautical nature.

7.4 Rules. the Contractor agrees that the Commission has the right to adopt and enforce reasonable rules and regulations and that the Contractor and all of its employees, agents, and servants will faithfully observe and comply with all rules and regulations to the extent necessary to comply with the applicable Law.

7.5 Disposition by Commission. The Commission reserves the right to sell, lease, and license or otherwise dispose of any Airport lands for any purposes whatsoever and to further develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of the Contractor and without interference or hindrance from the Contractor.

7.6 Protection of Aerial Approaches. The Commission reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, and further reserves the right to prevent the Contractor from erecting or permitting to be erected any building or other structure on the Airport, which in the opinion of the Commission, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.7 Military Use. The Commission shall have the right to enter into an agreement with the United States Government or the State of Michigan for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and / or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with such Government, shall be suspended.

7.8 Governmental Agreements. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Commission and the State of Michigan and United States relative to the maintenance, operation, or development of the Airport.

7.9 Public Use. The Airport is a public airport and the Contractor shall not be held liable legally or financially for any actions or misuse of the Airport or its property by individuals or companies not employed by, under the control of, or authorized by the Contractor.

7.10 Subordination to Commission's Federal Obligations. This Contract shall be subordinate to the provisions of and requirements of any existing or future agreement between Commission and the United States relative to the development, operation, or maintenance of the Airport.

ARTICLE 8: INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Contractor shall hold the Commission, the County of Barry, the City of Hastings, and their respective representatives and officials harmless from, indemnify it (with legal counsel reasonably acceptable to the Commission) for, and fully indemnify, and defend it against, any claim, award, judgment, damages, liability, expenses, or cost or losses of any kind or nature whatsoever (including attorney's fees) arising out of or resulting from the activities of or any failure to act of the Contractor or in connection with or related to providing the manager or other services to the Commission pursuant to this Contract, including for negligence. The Contractor is not obligated to indemnify the Commission in any manner for the Commission's own negligence or willful misconduct. As used in this provision, the terms "Commission" and "Contractor" include their respective officers, employees, and other Agents.

8.2 Survival. This Section 8 shall survive the expiration or termination of this Contract.

ARTICLE 9: MISCELLANEOUS

9.1 Notice. Any notice or other communication required or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by pre-paid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.

9.2 Assignment; Binding Effect. This Contract may not be assigned by the Contractor without the prior written consent of the Commission. This Contract shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective permitted successor and assigns.

9.3 Captions. The captions appearing at the beginning of each section or subsection are provided for convenience only; they shall not be deemed a part of this Agreement, nor shall they have any independent significance.

9.4 Waiver of Breach. Neither party's waiver of a breach of any provision of the Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.

9.5 Entire Agreement. This Contract supersedes all previous or contemporaneous contracts between the parties relating to its subject matter. No other oral statements or prior or contemporaneous written material not specifically incorporated in the Agreement shall have any effect and no changes or additions to this Contract shall be effective unless made in writing and signed by the parties. In entering into this Contract, the Parties are relying solely upon the representations and agreements in this Contract and no others.

9.6 Amendments. This Contract cannot be altered or amended except pursuant to an instrument in writing signed by all of the parties hereto.

9.7 Enforcement. If either party takes legal action to enforce this Contract, the prevailing party shall, in addition to any other relief, be entitled to recover its actual, reasonable costs of such

action, including, without limitation, actual, reasonable attorneys' fees, filing fees, expert fees, discovery costs, and other legal expenses incurred to investigate, bring, maintain, or defend any such action from its first accrual or first notice thereof through any appellate and collection proceedings.

9.8 Counterparts; Facsimile/PDF Signatures. This Contract may be executed in multiple separate counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall constitute but one instrument. Signatures of the parties transmitted by facsimile, portable document format (PDF) or other electronic means shall be deemed to be their original signatures for all legal and other purposes.

9.9 Governing Law & Venue. This Contract shall be governed by and interpreted according to the laws of the State of Michigan, excluding choice of law principles. Contractor acknowledges and consents to venue in of the courts of Barry County, Michigan and the federal courts of the Western District of Michigan, if applicable.

The parties have executed this Agreement as of the date first written above.

HASTINGS CITY/BARRY COUNTY
AIRPORT COMMISSION

AIRPORT MANAGER

By: _____
Bob Teunessen, Vice Chair

Date: _____

By: _____
Giacinto Lucci
Lucci Distributing - Authorized Signer

Date: _____

By: _____
David Tossava, Secretary

Date: _____

By: _____
Witness:

Date: _____

EXHIBIT A CONTRACTOR'S SERVICES

1.1 Airport Manager Services. The Contractor shall provide the following services:

- (a) Perform the duties of Airport Manager as defined and required under the directives of the MDOT and the FAA and any other Laws, regulations, orders, or directives of governmental agencies of competent jurisdiction as necessary in order for the Airport to be a compliant and functioning airport;
- (b) In accordance with all applicable Law and legal requirements, operate and maintain the Airport as required for general aviation airports and assure that all services required of such an airport are provided in order for the Airport to be a functioning Airport;
- (c) Prepare, compile, and maintain in an orderly manner consistent with legal requirements, including the FAA, FCC, MDOT, and DEQ, and Commission policies, all Airport records and such Airport-related records as are required by other governmental agencies of competent jurisdiction, including, without limitation, all purchasing and other financial records and have them available to federal, state, and Commission officials for review, use, reference, copying, etc.;
- (d) Ensure compliance in all material respects with applicable Law, the terms, conditions, and obligations of the FAA grant assurance agreements and this Contract;
- (e) Comply with and enforce all rules, regulations, and policies applicable to the Airport including, without limitation, the Hastings City / Barry County Airport Commission Rules and Regulations;
- (f) Coordinate and manage immediate responses to any emergencies or natural disasters affecting the Airport in compliance with all rules, regulations, and policies applicable to the Airport;
- (g) Regularly inspect Airport facilities to observe, correct when possible, then report to the Commission, City Council, and County Board of Commissioners, as applicable, and negotiate for repairs, including with respect to the condition of runway and taxiways, lights, and rotating beacons, FAA equipment, radio facilities, the airfield, and fuel pumps;
- (h) Inspect all buildings as necessary on a regular basis in compliance with applicable Law;
- (i) Accept and document complaints and disputes between or among Airport users and attempt to address or resolve disputes if related to Contractor's duties under this Contract, or otherwise, promptly refer to the Commission; address and resolve disputes between or among Airport users with respect to use or operation of the Airport;
- (j) Keep the passenger waiting area of the Administration Building accessible for aviators and general public according to FAA regulations based on designated (Airport class);

- (k) Operate, regularly inspect, maintain, and repair the Airport lighting system;
- (l) Take all actions reasonably required of an Airport Manager in order to fully implement the annual Airport budgets, including any amendments to budgets which may from time to time be approved by the Commission;
- (m) Obtain, maintain, and appropriately display all required licenses, certificates, registrations, etc., for the Airport, the Airport Manager, and Assistant Airport Manager;
- (n) Provide monitoring and record keeping as required for operation of the fuel system in accordance with the requirements of all regulatory agencies. Monitor and maintain an adequate inventory of fuel in the fuel system of a grade and quality meeting industry standards and Airport Commission requirements. Order fuel as necessary to maintain inventory. Coordinate maintenance of the fuel system as required;
- (o) Facilitate and provide assistance with fuel sales from the fuel storage facility owned by the Airport;
- (p) Assure that, during Airport hours of operation as provided by the Commission and applicable Law, that an appropriate certified and credentialed airport manager or designated assistant manager, who is appointed by the Contractor and authorized to make decisions binding on the Contractor, is either on the Airport premises, or is on-call and available to respond to the premises within one hour of notification;
- (q) Submit a general report to the Airport Commission, County Commission, or Hastings City Council on the status of the Airport for their review if requested, including the following:
 - (1) Status of hangar rentals;
 - (2) Numbers of aircraft actually based at the Airport;
 - (3) Any crimes, fires, storm damage, or similar issues experienced at the Airport;
 - (4) Total gallons of fuel sold;
 - (5) Any required fuel logs or other information;
 - (6) Details about any special uses of the Airport;
 - (7) Details of any disputes or disagreements with any Airport user;
 - (8) Any other information that is requested that pertains to the Airport's wellbeing.
- (r) Ensure that an appropriately credentialed and certified airport manager, who is appointed by the Contractor and authorized to make decisions binding on the Contractor, attend Commission, Council, County Board of Commissioner meetings as such may be required to be held per the terms of the Joint Operating Agreement or the governing documents and Law of the County or City;

- (s) Notify the Commission of any communications from state or federal officials regarding the Airport except to the extent such communications occur in the ordinary course of business and solely relate to matters within the Contractor's discretion pursuant to the terms of this Contract as and as Airport Manager, and, if requested, make a complete written report on such contact. The Contractor shall make no representations or promises and take no actions with respect to state or federal agencies without the Commission's, or representatives', prior knowledge and consent.
- 1.2 Qualifications. The Contractor shall, at its sole expense, assure that it and its employees and agents obtain and maintain all certifications, registrations, licenses, and other approvals required to perform the Contractor's Services under this Agreement.
- 1.3 Lease Compliance. The Contractor shall coordinate hangar showings and the hangar leasing process including but not limited to maintaining a waiting list of interested potential hanger lessors. The Contractor shall administer and enforce compliance with all leases relating to the Airport facilities and shall inform and direct lessees with respect to their rental and fee payment obligations to the Commission, provided, however, only the Commission shall have the right and authority to authorize the commencement of any legal action or arbitration under any such lease. Such rents and fees shall include but not be limited to hangar rents, tie down fees, etc. The Contractor shall keep the documents necessary to verify rent payment, status of renter, etc. In addition, the Contractor shall have no right to enter into or to bind the Commission in any lease, license agreement, or use agreement without the specific written authorization of the Commission but may initiate the negotiation and preparation of such agreements as Agent for the Commission.
- 1.4 Maintenance and Property Management Services. The Contractor agrees to perform the following maintenance and property management services for the Airport grounds and buildings:
 - (a) Provide access to the Terminal Building for visitors to the Airport outlined by the FAA class of Airport;
 - (b) The Contractor must maintain the Airport to FAA and MDOT regulations as a (general utility airport), and this includes but is not limited to grounds-keeping, light and bulb replacements, refuse collection, navigational hazard removal, and Airport equipment and facilities repair and handy-man services.
 - (c) The Contractor shall, except as otherwise provided in this Contract, at its own expense, provide light cleaning services (i.e., washing, waxing, dusting, mopping, sweeping, trash pickup, etc.), which are necessary to keep the offices in a neat and orderly condition on a daily basis.
- 1.5 Other Services. If the Contractor needs to perform any other duties outside the scope of this Contract, the Contractor and Airport Commission may negotiate

terms for said project, including additional consideration for such performance of additional services, but neither party is under an obligation to do so.

- 1.6 Standard of Contractor Performance. The Contractor hereby acknowledges and agrees that the Contractor's services to be performed pursuant to the terms of this Contract shall be performed in accordance with the standards set forth in this Section 1.6 of Exhibit A of this Contract.
- (a) Contractor shall comply with all applicable Laws, ordinances, rules, and regulations of all governing authorities, including rules and regulations promulgated and modified from time to time by the Commission concerning the operation of the Airport, rules and regulations of the FAA, FCC and other governing authorities, and the Laws of the State of Michigan governing public contracts, the provisions of which are hereby incorporated by this reference. The Contractor shall obtain and maintain all permits or licenses, as may be required by the FAA and MDOT.
 - (b) Contractor acknowledges that good public relations are necessary in the proper operation of the Airport and in furthering the public interest served by the Airport. Therefore, Contractor will at all times during this Agreement strive for and develop good public relations and require the same of Contractor Agents and employees in all aspects of its activities under this Contract.



Regular Council Agenda Item Memorandum

To: City Council

From: Travis J. Tate, P.E., Director of Public Services and Sarah Moyer-Cale, City Manager

Subject: Proposal to Demolish of 133 E. State Street (Old Vinnies Site)

Meeting Date: September 9, 2024

Recommended Action:

Motion to approve R&H Tractor Services LLC proposal to demolish the site at 133 E. State Street for the price of \$14,300.

Background Information:

A demolition permit was issued on August 15, 2023 by PCI for the property at 133 E. State Street. The owner failed to complete the required demolition and the City took enforcement action against the property owner. After delays due to a variety of circumstances, the City now has both a court ordered judgement and a contract with the owner that allows the City access to the property to fulfill the work required under the demolition permit. The City will file a lien on the property for the cost incurred. The judgement has been recorded with the register of deeds.

We requested proposals from qualified contractors to do this work. Several requests were sent out, but we received only three (3) proposals. R&H Tractor Services LLC (\$14,300), Davidson Contracting (\$14,400), and Katerberg VerHage (\$19,900).

Financial Implications:

The cost will be charged from the Community Services department where there are adequate funds budgeted. The cost will be placed as a lien on the property, but please note that other liens are already on the property that may take precedence.

Attachments:

- Demolition permit
- R&H Tractor Services Proposal



110 W. CENTER ST, HASTINGS, MI 49058
Ph. (269) 948-4088 Fax (269) 948-9963
www.pcimi.com

Hastings, City - Building Permit

PERMIT #: PBHC22-0084

ISSUED: 08/15/2023

EXPIRES: 09/15/2023

PROJECT TYPE: Demolition

| LOCATION: | OWNER: | CONTRACTOR: |
|---|---|------------------------------|
| 133 E STATE ST 08-55-201-081-00 Zoning: B-1 | Jerold Saeman 119 E State St Hastings MI 49058 Phone: (833) 761 7663 Fax: | Phone: Fax: |

Unfinished Basement Sq Ft: 0.00

Porch Sq Ft:

Driveway Permit

Finished Basement Sq Ft: 0.00

Zoning Permit #: HCZ

Use Group: A-2

1st Floor Sq Ft: 0.00

Well/Water Permit #:

Construction Type: II-B

2nd Floor Sq Ft: 0.00

Septic/Sewer Permit #:

Foundation Types: Concrete

Garage Sq Ft:

Soil Erosion Permit #:

Fire Suppression:

Deck Sq Ft:

Construction Value \$11,200.00

Work Description: Demolition of a fire damaged structure and substructure excluding the common foundation system.
Removal of debris and restoration the site to a natural state.

- Stipulations:**
- 1) 3' wide trench running north to south shall be cut into the full length of lower level floor by the sump crock to allow for water drainage.
 - 2) The stone foundation wall to the east (adjacent the parking lot) will be permitted to remain except that the top of wall shall be removed so that it is 1' below finish grade
 - a. The stone foundation wall to the west will be permitted to remain as that appears to be shared with the neighboring building.
 - 3) The remaining brick wall to the North east of the lot is to be removed
 - 4) The block wall in the center and the concrete walkway is to be removed
 - 5) The poured concrete floor going from the center to the north is to be removed in its entirety up to asphalt pavement of the ally.
 - 6) The poured concrete on the southside adjacent to the City sidewalk is to be removed up to the ROW.
 - a. The stone foundation at the south of the lot parallel to the street is permitted to remain as it is serving a retaining wall
 - 7) The wood structure at the north west end of lot it to be removed
 - 8) All underground electrical or plumbing found under the concrete within the site perimeter is to be removed.
 - 9) All debris must be removed from the site and disposed of in an approved landfill
 - 10) The site shall be filled with sand and finish grade sloping from south to north done with top dirt

The deadline to have the above items completed and final inspection by PCI and City of Hastings staff is September 15, 2023

Please call 269-948-4088 to schedule you final inspection.

| Fee Description | Fee Category | Quantity | Item Total |
|-----------------|---------------|-----------|------------|
| Building Permit | Hastings City | 11,200.00 | 136.00 |

Fee Total: \$136.00

EXPIRATION OF PERMIT: A permit remains valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within six months after issuance of the permit or if the authorized work is suspended or abandoned for a period six months after the time of commencing the work. A PERMIT WILL BE CANCELLED WHEN NO INSPECTIONS ARE REQUESTED AND CONDUCTED WITHIN SIX MONTHS OF THE DATE OF ISSUANCE OR THE DATE OF A PREVIOUS INSPECTION. CANCELLED PERMITS CANNOT BE REINSTATED.

Amount Paid: \$136.00

Balance Due: \$0.00

A handwritten signature in blue ink, appearing to read "Bret Reitkerk", written over a horizontal line.

Bret Reitkerk - Building Inspector

Professional Code Inspections of Michigan Inc

NOTICE

POST WHERE CLEARLY VISIBLE FROM ROADWAY

**Any person destroying this permit before the completion of
this building will be punished to the full extent of the law.**

Permit Type Hastings, City - Building

Building Permit # PBHC22-0084

Project Type Demolition

Address 133 E STATE ST

Owner/Occupant Jerold Saeman

Issue Date 08/15/2023

Expiration Date 09/15/2023

R&H Tractor Service LLC

2185 S M37 HWY
Hastings, MI 49058 US
+1 2692053762
info@rhtractorservices.com



Estimate

ADDRESS
Travis Tate
City Of Hastings
201 E State St
Hastings, Mi 49058

ESTIMATE 1237
DATE 08/27/2024

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------|------------|--|-----|-----------|-----------|
| | Demolition | Demolition of 133 E State St Hastings Mi - Lower floor will remain, a 3ft wide trench will be cut into the floor to allow for drainage. - East stone wall will stay, a 1ft cut from the existing parking lot will be completed. - The west stone wall will remain. - The brick wall to the northeast will be removed - The concrete from the center wall to the alley will be removed. - The concrete from the city sidewalk to the basement cut will be removed. The wall beneath will stay as it acts a retaining wall. - The wood structure to the northwest end of the lot will be removed. - All debris will be removed and properly disposed of. - Septic and water will be capped if not already done. - Any other utility will be removed. - The area will be hydroseeded. The city will be in charge of maintaining proper watering. | 1 | 14,300.00 | 14,300.00 |

Contact R&H Tractor Service LLC to pay.
Thank you for allowing R&H to provide an estimate for your project.

TOTAL \$14,300.00

Payment Options: Cash, Check, or Credit Card (3% will be applied)
Payment Terms: 10% Down to schedule, 40% due one week before the project begins, 50% due upon completion of the project.

Accepted By

Accepted Date



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Approval of Urban and Community Forestry Grant Application

Meeting Date: September 9, 2024

Recommended Action:

Motion to approve the submission of an urban and community forestry grant application to the MDNR for a public tree inventory with a match of \$12,500.

Background Information:

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

The grant would help us GIS locate, identify, and assess all of the street trees in the city. This information will then be used to help us select the most appropriate trees for planting location as well as broaden our tree diversity. The information will be housed in our GIS system so that we can document changes to our tree infrastructure. The grant requires a 1:1 match which would be \$12,500 with a total project cost of \$25,000.

Financial Implications:

The matching funds would come from the community service's budget.

Attachments:



Regular Council Agenda Item Memorandum

- Wightman Proposal



August 22, 2024

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

Attention: Ms. Sarah Moyer-Cale, City Manager

RE: CITY OF HASTINGS – GIS TREE INVENTORY AND ASSESSMENT

Dear Ms. Moyer-Cale,

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

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

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

Section I – Project Goals

We understand the goals for this project are:

- Establish a public tree inventory for trees within the City limits and street right-of-way
- Develop a GIS mapping application to enhance the technical skills and tools of City staff involved in planning, managing, and maintaining the tree population
- Analyze tree diversity and location to inform tree removals, pruning, and new planting opportunities

Section II – Scope of Services

Establish tree inventory and assessment criteria

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

Develop GIS database

Once the inventory and assessment criteria are finalized, we are proposing to develop a GIS database to support field data collection efforts. The database will mimic the identified asset list and desired attributes of each. The condition assessment criteria will be built into the database for ease of use. The database will also allow for photos to be attached to features for visual aid and ground truthing.

Setup GPS, perform field inventory and assessment, and data QA/QC

Once finalized and approved, the database will be loaded to the City's ArcGIS Online portal where data collection maps and apps will be configured for field access. Wightman will setup and configure GPS equipment that captures the location of trees within 3 feet horizontal accuracy. We are proposing to utilize EOS Arrow Gold+ GPS equipment and the Esri Field Maps mobile app to accurately locate and document the trees and their condition. The inventory will be conducted inside the City limits and within the City street right-of-way. The data collected will be focused on the following information:

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

Following the field inventory, we are proposing to train City staff to add vacant and potential planting sites to the GIS inventory map. The vacant planting sites are important to inform future planting opportunities. Finally, we will perform a data QA/QC for final data integrity.

Develop online map and dashboard of tree information

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

Provide training to City staff

While online GIS applications are intuitive and provide many efficiencies, training will be important given the technology is new to some users. Training topics can be tailored to meet the needs of the City staff, although we suggest a series of (2) 1-hour training sessions focused on how to effectively view, query, update, and manage the tree database moving forward. Training will also be provided on the new GIS map and dashboard.

Analyze tree diversity and location

We are proposing to work with the City to utilize the tree inventory results to inform removal, pruning, and new planting opportunities. We will first work with the City to finesse the resulting inventory data to highlight removal and pruning priorities. The data will help City staff develop an action plan to address these trees first. We will then discuss and define the preferred tree species and planting practices with the City. We will perform a basic spatial analysis on the tree location and species to develop an informative output. The resulting information can be used by the City to determine the best locations and species for planting new trees within the City street rights-of-way. Finally, we will incorporate the vacant and potential planting sites provided by the City to the results of the analysis to inform future planting opportunities.

Section III - Fees

We are proposing to complete the Section II - Scope of Services outlined above for a *Fixed Fee* of \$25,000. We will invoice monthly as work is completed. See below for a detailed cost estimate summary.

| Project Cost Estimate Summary | Estimated Cost |
|---|-----------------|
| Project kickoff and establish inventory and assessment criteria | \$1,500 |
| Develop GIS database | \$1,500 |
| Prepare GPS and maps for field inventory | \$1,000 |
| Perform field inventory and assessment of right-of-way trees ¹ | \$12,000 |
| Develop online map and dashboard of tree information | \$3,500 |
| Provide training | \$1,000 |
| Analyze tree diversity and location | \$4,500 |
| <i>Total Estimated Costs</i> | <i>\$25,000</i> |

¹ The costs for field inventory and assessment were derived from previous tree inventory project data that included the following methodology based on hours/cost per road miles.

| Project | Road Miles | Cost/Road Mile | Employee Rate | Field Cost | Hours |
|---------------------|------------|----------------|---------------|------------|-------|
| Village of Paw Paw* | 33 | \$255 | 140 | \$8,400 | 60 |
| City of Hastings | 47 | \$255 | 150 | \$11,964 | 80 |

* Previously completed project

Section IV – Deliverables

Deliverables associated with this project include the following:

- GIS database containing trees and planting sites located within the City street right-of-way

- Online map for future tree data management
- Online dashboard
- 2 training sessions
- Map containing tree planting opportunities

Section V – Schedule

We can begin work immediately once approved. See below for a detailed proposed schedule. We will complete the field work in the spring/summer months of 2025.

| City of Hastings Tree Inventory and Assessment | Estimated Completion Date | | | | | | | |
|---|---------------------------|--------------|---------------|------------|------------|----------|-----------|-----------|
| | December 2024 | January 2025 | February 2025 | March 2025 | April 2025 | May 2025 | June 2025 | July 2025 |
| Task | | | | | | | | |
| Notice to proceed | | | | | | | | |
| Project kickoff & establish inventory and assessment criteria | | | | | | | | |
| Develop GIS database | | | | | | | | |
| Setup GPS, perform tree inventory and assessment, data QA/QC | | | | | | | | |
| Develop online map and dashboard of tree information | | | | | | | | |
| Provide training to City staff | | | | | | | | |
| Analyze tree diversity and location | | | | | | | | |

Section VI – Terms and Conditions

Our standard terms and conditions are attached.

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

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

Sincerely,



Ryan Miller, GIS Practice Area Leader
rmiller@gowightman.com
269-487-9658

Ms. Sarah Moyer-Cale, City Manager

8/22/2024

Page 5

cc: Kevin Marks, P.E.
Mickey Bittner, P.E.
April Kibby, GIS Analyst

This proposal is approved and accepted by:

By: _____
Signature

Date: _____

By: _____
Printed Name

Title: _____

Client/Company Name and Address (Billing)



Standard Terms and Conditions

Updated 4/1/2024

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

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

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

| | |
|------------------------|---------------|
| Principal | \$275.00/hour |
| Licensed Staff VII | \$250.00/hour |
| Licensed Staff VI | \$230.00/hour |
| Licensed Staff V | \$210.00/hour |
| Licensed Staff IV. | \$195.00/hour |
| Licensed Staff III.. | \$170.00/hour |
| Licensed Staff II. | \$155.00/hour |
| Licensed Staff I..... | \$140.00/hour |
| Professional Staff VI | \$200.00/hour |
| Professional Staff V | \$175.00/hour |
| Professional Staff IV | \$150.00/hour |
| Professional Staff III | \$125.00/hour |
| Professional Staff II | \$110.00/hour |
| Professional Staff I | \$100.00/hour |
| Technician VI | \$130.00/hour |
| Technician V | \$120.00/hour |

| | |
|---|---------------|
| Technician IV | \$110.00/hour |
| Technician III | \$100.00/hour |
| Technician II | \$90.00/hour |
| Technician I | \$75.00/hour |
| Administrative | \$85.00/hour |
| 2-Person Survey Crew | \$200.00/hour |
| 1-Person Survey Crew | \$160.00/hour |
| 2-Person Survey Crew (Construction Staking) | \$220.00/hour |
| 1-Person Survey Crew (Construction Staking) | \$180.00/hour |
| Expert Witness/Testimony | \$440.00/hour |
| Drone Pilot/Technician | \$165.00/hour |
| High-Definition Laser Scanning Technician | \$165.00/hour |
| High-Definition Laser Scanner Fee | \$165.00/hour |
| Aerial Drone Equipment..... | \$165.00/hour |

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

**Rates subject to change.*



Regular Council Agenda Item Memorandum

To: City Council

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

Subject: 2024 City Tree Planting Bid Award

Meeting Date: September 9, 2024

Recommended Action:

Motion to award the City tree planting bid to County Line Nurseries, Inc. for **\$12,730**.

Background Information:

The bid includes 9 Japanese Maples, 9 Quaking Aspens and 37 Red Maples.

Also, the city applied for and has been granted a tree planting grant of \$3,000 from Consumers Energy. The contractor will plant the trees identified for the grant and are included in this contract.

Bid results are as follows: County Line Nurseries, Inc. (\$12,730), Horrocks Nurseries (\$21,270.46), Harder & Warner (\$21,534), Landmark Trucking (\$22,205), and Summit Landscaping (\$57,823.19).

Financial Implications:

Tree planting is a planned expense and the financial obligation from the city after the tree grant is **\$9,730**. Major and Local Streets will cover most of trees (street trees), Parks and Recreation fund will cover the Fish Hatchery Trees, and the Cemetery Fund will cover the cemetery trees. All tree costs are under budget.

Attachments:

- Addendum #1 Attachment A
- Bid Tabulation Form



Attachment A
2024 City Tree Planting
Addendum #1

A. Description:

1. Red Maples shall be two (2) inch minimum caliper, Quaking Aspens shall be one and a half (1-1/2") minimum caliper, and Japanese Maples 'Bloodgood' shall be a one (1) inch minimum caliper.
2. Submit certification of trees to Superintendent of Streets and Construction for material acceptance for every delivery of city trees.
3. Trees to be warranted to be alive, healthy, and disease and insect free at time of installation and delivery.
4. Trees to be nursery grown stock pruned to produce vigorous and predominantly vertical growth. Trees must be true to form and quality meeting nursery standards.
5. Excavated tree pits must be backfilled with a planting soil mix to ensure proper growth and root development.
6. All trees shall have a cedar mulch ring around each tree, between three (3) feet in diameter. All excess excavated material will be removed before placement of the cedar mulch ring. There will be an outer ring of mulch between three (3) and two (2) feet in diameter, six (6) inches thick and two (2) inches higher than the inner ring. the inner ring shall be two (2) feet in diameter, four (4) inches thick, will be two (2) inches lower than the outer ring of mulch to insure water retention above the root ball.
7. All trees will be guaranteed, in writing, for one year from date of installation. Any trees that are dead or in an unhealthy condition, based on inspection by a City of Hastings representative will be replaced by the contractor at no expense to the City of Hastings.
8. The City will provide the contractor with a list and location of trees to be planted.
9. The Contractor will notify the Director of Public Services or Superintendent of Streets and Construction at least 2 weeks prior to installation.

10. The City will stake location of tree planting at least one week prior to installation.
11. The contractor will make all arrangements with the Miss Dig System to identify utility locations where trees are to be planted.
12. The City of Hastings reserves the right to reject any and all bids, to waive any irregularities in the bids and to accept the bid which the City believes to be in its best interest, all factors considered.
13. Trees must be staked on a minimum of two sides to ensure proper growth.
14. Contractor shall remove stakes and ties from previous seasons Tree Planting project. The city will provide locations with addresses and/or map.
15. The City reserves the right to adjust the actual quantities placed by +/- 30% without altering the bid unit price per species of trees.
16. **Contractor will be provided a staging area for trees, mulch, and planting soil at the City's Compost Facility. The area shall be determined by the Superintendent of Streets and Construction after contract award.**
17. **Contractor shall restore all damaged lawn areas with topsoil, seed, fertilizer and mulch to previous or better condition. Restoration shall be accepted by Superintendent of Streets and Construction.**

B. Bid Form:

1. All Work and Materials described in this Attachment A, including general conditions, overhead and appurtenances, shall be included in one or all of the following bid items:

| Unit | Per | Bid Item – Tree Species | Location | Unit Price | Total Item Cost |
|------|-----|--|----------------------------|------------|-----------------|
| 9 | Ea | Acer Palmatum - Japanese Maple ‘Bloodgood’ | City Tree | | |
| 28 | Ea | Acer Rubrum –Red Maple | City Tree | | |
| 6 | Ea | Acer Rubrum –Red Maple | Fish Hatchery Park Tree | | |
| 6 | Ea | Populus Tremuloides-Quaking Aspen | Fish Hatchery Park Tree | | |
| 3 | Ea | Acer Rubrum –Red Maple | Cemetery Tree | | |
| 3 | Ea | Populus Tremuloides-Quaking Aspen | Cemetery Tree | | |
| 50 | Ea | Remove Previous Year’s Tree Stakes and Ties | City Wide | | |

Total Project Cost: _____

- 2. Bid submittals shall clearly indicate the species, caliper and cost of trees to be provided.
- 3. Submittals must be signed by a qualified agent of the firm submitting the bid.
- 4. All work shall not begin prior to October 15, 2024 and shall be completed no later than November 6, 2024 unless otherwise approved by the Director of Public Services.

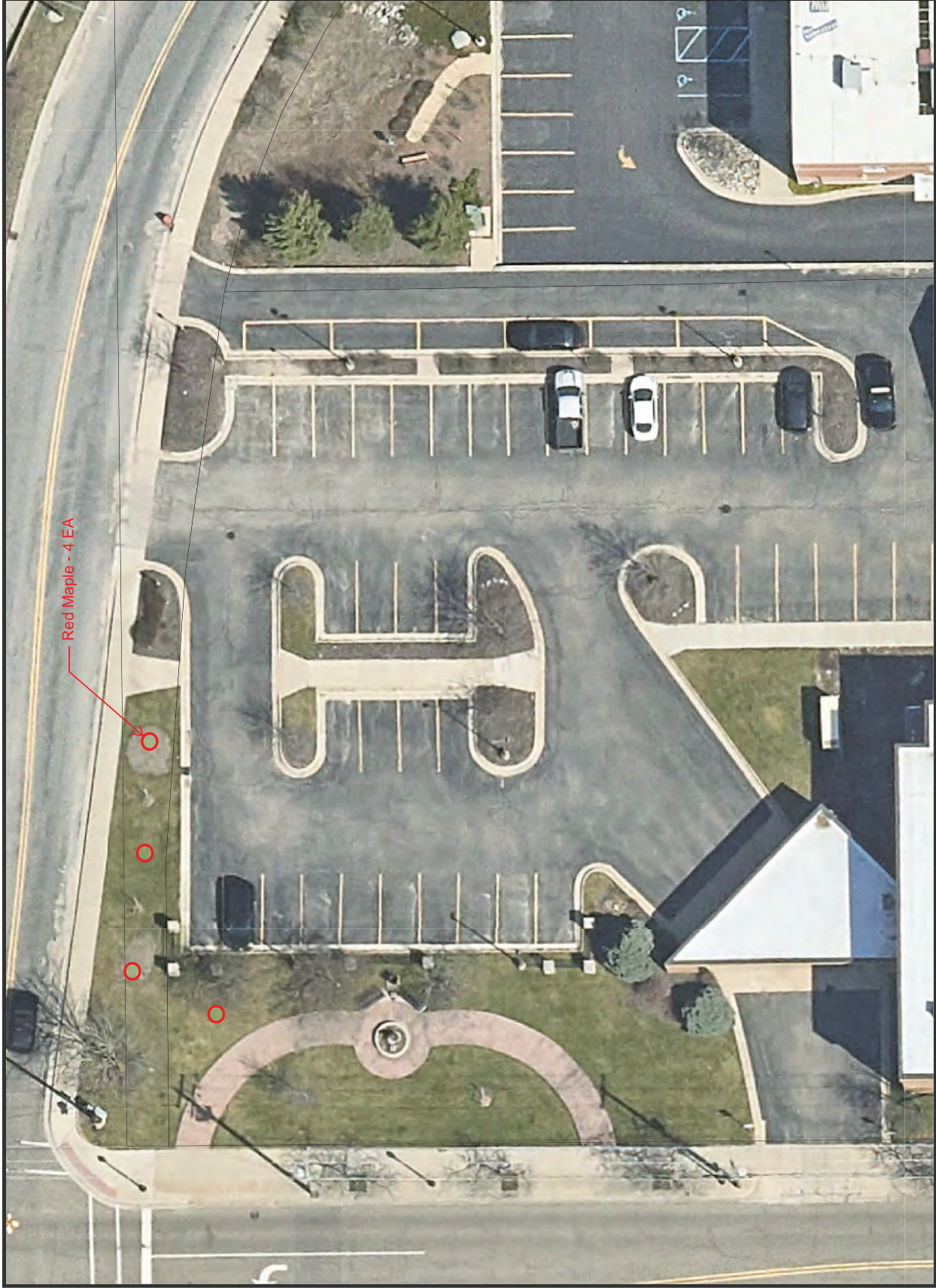
| 2024 Tree Planting List | Notes | # of trees | type |
|--------------------------------|------------------|-------------------|-------------|
| Street List | | | |
| 126 S. Michigan | front of prop. | 1 | JM |
| 317 E. Lincoln | east side prop. | 1 | JM |
| 500 block E. Charles | school side | 1 | RM |
| 715 E. Charles | front of prop. | 1 | RM |
| 317 E. North | front of prop. | 1 | RM |
| 720 E. Charles | front of prop. | 2 | RM |
| 201 Thornhill Ct. | front of prop. | 1 | RM |
| 209 Thornhill Ct. | east side prop. | 1 | RM |
| 210 Thornhill Ct. | east side prop. | 1 | RM |
| 314 E. North | front of prop. | 1 | RM |
| 1000 BLOCK W. Apple | North side | 2 | JM |
| 1000 BLOCK W. Apple | South side | 2 | JM/RM |
| 401 E. State Rd. | front of house | 2 | RM |
| 117 W. High | front of house | 1 | RM |
| 20 Ironside Dr. | left of driveway | 1 | RM |
| 20 Ironside Dr. | front of house | 1 | RM |
| 725 N. Michigan | north/west sides | 2 | RM |
| 626 N. East St. | JM north Rm east | 2 | JM/RM |
| 729 W. Walnut | west side prop. | 1 | RM |
| 730 W. Walnut | JM west/RM south | 2 | JM/RM |
| 700 W. Apple | southside | 3 | RM |
| 235 W. Clinton St. | Both Sides | 2 | JM |
| 515 E. Williams St. | front of house | 1 | RM |
| | Red Maple Total= | 24 | |
| | Jap Maple Total= | 9 | |



FISH HATCHERY
PARK
1011 W. GREEN
STREET
HASTINGS, MICHIGAN

Red Maple

Quaking Aspen



City Hall
Street Tree Planting



Map Publication:
08/28/2024 11:44 AM



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FetchGIS

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Barry County expresses no warranty for the information displayed on this map document.

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

Scaled Bid Opening Results

Procurement Number: 2024-09001 [Assigned by Clerk's Office]

Bid Name: City Tree Planting

Opening Date & Time: September 4, 2024 10AM

Vender Bids:

Name: Landmark Trucking Amount: 22,205

Name: Horrocks (Ionia) Amount: 21,270.46

Name: County Line Amount: 12,730

Name: Summit Landscaping Amount: 57,823.19

Name: Harder & Warner Amount: 21,534

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Present at

Opening: Travis, Amy, and Linda

Lenny Case (Landmark) Kathy (Harder& Warner)

Bid Granted to: _____

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

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



2024 September Council Report

To: The City Council

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

Subject: DPS Monthly Council Report

Meeting Date: September 09, 2024

Streetscape Ribbon Cutting:

The streetscape ribbon cutting occurred August 27, 2024. There are some minor punchlist items left that will be completed soon.





2024 September Council Report

Parking Lot 8 Reconstruction:

Substantially complete last week.





2024 September Council Report

Fish Hatchery Restroom Building Project:

The existing restroom and other items have been removed. The site is being prepared for foundation of the new building. During this, it was discovered that the existing watermain extends through where the new building was going to be built. MC Smith has found a new layout for the building to avoid the existing watermain. This will cause some minor delay in the project.



Cemetery Memorial Wall Construction:

Katerberg VerHage (KV) began site work last week. The preconstruction meeting occurred the Friday before Labor Day. We identified tree removals and reviewed staging of the project. KV is planning on constructing structural and flatwork concrete items first, then continue with the rest of the site grading. DPS is removing all trees required for the project.



2024 September Council Report

Final Clarifier #2 Upgrade Engineering:

Moore & Bruggink has begun working this project.

Upcoming Fall Projects:

- **WTP Generator Wall**
- **Tree Planting**

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

Respectfully,

Travis Tate, P.E.

DPS Director



City of *Hastings* Michigan

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

201 E. State Street 49058

Fire Department Council Report August 2024

The department responded to 66 calls for service: 29 in the city, 35 in the townships and 2 mutual aids. Our members spent a total of 286 hours responding to calls for service. Total calls for service are 511 YTD. We have issued 439 burn permits in the townships.

Training

Our members trained a total of 29 hours for the month of August. We focused on building ventilation and airway management.

Smoke/ CO detector installations

We installed 4 smoke detectors and 1 carbon monoxide detectors in August.

Department activities

During the month of August, we spent a great deal of time working with businesses on pre-plans and inspecting knox boxes. During our inspections we found several locations that fell out of the access ordinance. We are working with those locations to bring them into compliance. We posted our open position early July for a full-time fire fighter. I am pleased to announce that Cody Eister, currently a paid-on call member has accepted the position and starts his new position on Sept 10th.

Chief's comments

Now that we are heading into the fall, it is time to start looking for our next fire academy class which starts in October. We plan to send 2 members to the class. We have 1 member in the EMT class which concludes the end of September. With the sale of the unused SCBA air packs we have bought some new items that really are needed within the department. Purchased were 3 new nozzles, a battery powered vent fan, color coded hose, gear racks and a fire blanket for vehicle fires. We had a lot of this equipment on display during the pancake breakfast. The breakfast was a great success with around 350 people attending. We would like to thank everyone who took the time to come and support the fire department members. We look forward to seeing everyone next year.

Respectfully,

Chief Mark Jordan



City of Hastings Fire Department

Incident Analysis

8/1/2024 - 8/31/2024

INCIDENT TYPE CATEGORY BREAKDOWN

8/1/2024 - 8/31/2024

| Code | Incident Type Series | Occurrences | Percentage |
|---------|---------------------------------|-------------|---------------|
| 100-199 | Fire/Explosion | 2 | 3.0% |
| 200-299 | Overpressure Rupture | 0 | 0.0% |
| 300-399 | Rescue Call | 36 | 54.5% |
| 400-499 | Hazardous Condition | 3 | 4.5% |
| 500-599 | Service Call | 0 | 0.0% |
| 600-699 | Good Intent Call | 19 | 28.8% |
| 700-799 | False Call | 6 | 9.1% |
| 800-899 | Severe Weather/Natural Disaster | 0 | 0.0% |
| 900-999 | Special Type/Complaint | 0 | 0.0% |
| | Undetermined Incident Series | 0 | 0.0% |
| | Total | 66 | 100.0% |

MUTUAL AID DISTRICT BREAKDOWN

| District | Fire | EMS | Other | Total | Percentage |
|--------------|----------|----------|----------|----------|-------------|
| Mutual Aid | 0 | 1 | 1 | 2 | 3.0% |
| Total | 0 | 1 | 1 | 2 | 3.0% |

FIRE DISTRICT BREAKDOWN

| District | Occurrences | Percentage |
|---------------|-------------|--------------|
| Baltimore Twp | 2 | 3.0% |
| Carlton Twp | 4 | 6.1% |
| Hastings Twp | 9 | 13.6% |
| Irving Twp | 6 | 9.1% |
| Rutland Twp | 14 | 21.2% |
| Ward 1 | 6 | 9.1% |
| Ward 2 | 2 | 3.0% |
| Ward 3 | 12 | 18.2% |
| Ward 4 | 9 | 13.6% |
| Total | 64 | 97.0% |



City of Hastings Fire Department

Apparatus Summary

8/1/2024 - 8/31/2024

Total Runs for Date Range: 66

RESPONSE TOTALS PER APPARATUS

| APPARATUS NAME | TOTAL | % |
|-------------------|-------|--------|
| 831 | 25 | 37.9 % |
| 832 | 0 | 0 % |
| 833 | 7 | 10.6 % |
| 8331 | 0 | 0 % |
| 834 | 2 | 3 % |
| 835 | 38 | 57.6 % |
| 836 | 0 | 0 % |
| 837 | 30 | 45.5 % |
| Air Trailer | 0 | 0 % |
| EM82 | 0 | 0 % |
| Haz1 | 0 | 0 % |
| LT1 | 0 | 0 % |
| POV | 7 | 10.6 % |



Regular Council Agenda Item Memorandum

To: City Council
From: Assessing Department
Subject: Assessing Report
Meeting Date: September 2024

Background Information:

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

- The property Tyden Lofts have been issued a final building permit
- In the process of visiting all open building permits still many to do
- We will be reviewing other major new construction in the City

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

Respectfully submitted,

Debbie Rashid



13.A

SEPTEMBER

2024

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