



City of *Hastings* Michigan

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

201 E. State Street 49058

Regular Council Meeting  
June 23, 2025  
Executive Summary

Item #	Summary
9A	<b>Description:</b> Items for Action by Unanimous Consent  <b>Recommended Action:</b> Motion to approve the consent agenda as presented.
10A	<b>Description:</b> Resolution 2025-17  <b>Recommended Action:</b> Motion to adopt <b>Resolution 2025-17</b> to update fees for various city services.
10B	<b>Description:</b> Resolution 2025-18  <b>Recommended Action:</b> Motion to adopt <b>Resolution 2025-18</b> to amend the Fiscal Year 2024-2025 budget.
10C	<b>Description:</b> Resolution 2025-19  <b>Recommended Action:</b> Motion to adopt <b>Resolution 2025-19</b> to exercise the city's first right of refusal for the tax foreclosed property at 133 E State St.



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Item #	Summary
10D	<p><b>Description:</b> Utility Easement Agreement with MEI for Hastings Riverwalk Lofts Service</p> <p><b>Recommended Action:</b> Motion to authorize the execution of the temporary construction and permanent utility easement agreement with MEI upon final review by the city attorney.</p>
10E	<p><b>Description:</b> Trumble's Annual Back to School Bash</p> <p><b>Recommended Action:</b> Motion to approve, under the direction of staff, Trumble Insurance Agency to conduct the annual Back to School Bash which includes use of the Pocket Park adjacent to the Thornapple Plaza from <b>4:00 PM to 7:00 PM on Saturday, August 2, 2025.</b></p>
10F	<p><b>Description:</b> 425 and Utilities Agreement in Principle with Rutland Township</p> <p><b>Recommended Action:</b> Motion to agree in principle to the general terms of a 425 agreement with Rutland Township to include an agreement for the Meijer property (Tax ID 13-014-028-00) with similar revenue sharing terms as previous 425 agreements between the parties, retainage of the existing sewer agreement, and a new water agreement to include provision of service for Meijer only.</p>
10G	<p><b>Description:</b> Salt Storage Facility Replacement</p> <p><b>Recommended Action:</b> Motion to approve the construction and design of a new 48'x60' fabric structure Salt Storage Facility with steel frame to Clear Heights Construction in the amount of <b>\$275,304.</b></p>



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Item #	Summary
10H	<p><b>Description:</b> Purchase of DO Probes</p> <p><b>Recommended Action:</b> Motion to approve the purchase and service work related to DO probes from Windemuller in the amount of <b>\$25,300</b> for the wastewater treatment plant.</p>

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

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**City Council Agenda**  
**June 23, 2025**

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 June 9, 2025, 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. Motion to approve the City Manager's appointment of Dale Boulter as acting manager from July 6 – 13, 2025.
- ✓ 10. Items of Business:
  - \* A. Motion to adopt **Resolution 2025-17** to update fees for various city services.
  - \* B. Motion to adopt **Resolution 2025-18** to amend the Fiscal Year 2024-2025 budget.
  - \* C. Motion to adopt **Resolution 2025-19** to exercise the city's first right of refusal for the tax foreclosed property at 133 E State St.
  - \* D. Motion to authorize the execution of the temporary construction and permanent utility easement agreement with MEI as presented.
  - \* E. Motion to approve, under the direction of staff, Trumble Insurance Agency to conduct the annual Back to School Bash which includes use of the Pocket Park adjacent to the Thornapple Plaza from **4:00 PM to 7:00 PM on Saturday, August 2, 2025.**

- \* F. Motion to agree in principle to the general terms of a 425 Agreement with Rutland Township to include an agreement for the Meijer property (Tax ID 13-014-028-00) with similar revenue sharing terms as previous 425 agreements between the parties, retainage of the existing sewer agreement, and a new water agreement to include provision of service for Meijer only.
- \* G. Motion to approve the construction and design of a new 48'x60' fabric structure Salt Storage Facility with steel frame to Clear Heights Construction in the amount of **\$275,304.**
- \* H. Motion to approve the purchase and service work related to DO probes from Windemuller in the amount of **\$25,300** for the wastewater treatment plant.
- 11. Staff Presentations and Policy Discussions:
  - A. Proposed Modifications to Business Ordinances, Sections 22-1 through 22-3
  - B. Draft Paid Parental Leave Policy
- 12. City Manager Report:
  - \* A. Police Chief Boulter Monthly Report
  - \* B. City Clerk/Treasurer Perin Monthly Financial Reports
  - \* C. Community Development Director King Monthly Report
  - \* D. Streets Superintendent Neil Monthly Report
- ✓ 13. Reports and Communications:
  - \* A. Planning Commission Meeting Minutes – May 5, 2025
  - \* B. Riverside Cemetery Preservation Advisory Board Meeting Minutes – June 11, 2025
- 14. Public Comment:
- 15. Mayor and Council comment:
- ✓ 16. Adjourn
- \* Items with enclosures.
- ✓ Motion under agenda heading requires roll call vote.

### Guidelines for Public Comment

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

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

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

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**City Council Minutes**  
**June 9, 2025**

1. Regular meeting called to order at 7:00 PM
2. Roll call  
  
Councilmembers Present: Bergeron, Brehm, Devroy, McLean, Resseguie, Stenzelbarton and Tossava  
  
City Staff and Appointees Present: Moyer-Cale, Boulter, Jordan, King and Perin  
  
Motion by Resseguie, with support from McLean, to excuse Councilmembers Barlow and Rocha.  
All ayes. Motion carried.
3. Pledge to the flag
4. Approval of the agenda  
  
Motion by McLean, with support from Devroy, to approve the agenda as presented.  
All ayes. Motion carried.
5. Approval of the minutes of the May 27, 2025, regular meeting  
  
Motion by Stenzelbarton, with support from Brehm, to approve the minutes of the May 27, 2025, regular meeting.  
  
Ayes: Bergeron, Brehm, Devroy, McLean, Resseguie, Stenzelbarton and Tossava  
Nays: None  
Absent: Barlow and Rocha  
Motion carried.
6. Public Hearings: (None)
7. Public Comment:
8. Formal Recognitions and Presentations:
  - A. Presentation from Dave Hatfield, Barry County Commissioner.  
  
Comments about groundbreaking ceremony for the Commission on Aging Building on M-79, adjacent to Thornapple Manor Harvest Pointe Assisted Living.

Comments on Jail Committee holding initial organizational meeting last week. Expect future updates from the committee.

Comments on union contracts in negotiation.

- B. Presentation from Pattrick Jansens, from Barry County Emergency Management, on Rock the Country 2025.

Comments on press release published last week, an estimated 50,000 attendance for the Rock the Country event, and security and infrastructure being in place. Coordination taking place with nearby county emergency managers.

Hastings Airport will be the arrival point of the performers, and the Sheriff's Department will assist with police escort.

Requested communication with constituents about city and traffic conditions.

Reminder of Community Update text number – 226787. This is a general information number, and not solely for Rock the Country.

Comments from the City of Hastings Fire Chief Mark Jordan, outlining that the Hastings Fire Department is providing supportive service for the Rock the Country event. There will be two shifts of Department coverage each day. There will also be Fire personnel still active to support the city residents as needed.

Discussion held.

- 9. Items for Action by Unanimous Consent: (None)

- 10. Items of Business:

- A. Motion to adopt **Resolution 2025-16** to authorize the issuance of limited tax general obligation bond series 2025.

Motion by McLean, with support from Brehm, to adopt **Resolution 2025-16** to authorize the issuance of limited tax general obligation bond series 2025.

Discussion held.

Ayes: Bergeron, Brehm, Devroy, McLean, Resseguie, Stenzelbarton and Tossava

Nays: None

Absent: Barlow, Rocha

Motion carried.

- B. Motion to accept the proposal from Keyes Cleaning Service for a three-year agreement for custodial services at City Hall for **\$295/week**.

Motion by Stenzelbarton, with support from Brehm, to accept the proposal from Keyes Cleaning Service for a three-year agreement for custodial services at City Hall for **\$295/week**.



Discussion held, about rejecting the proposal, and to accept Halifax Custodial Services bid.

Motion withdrawn by Stenzelbarton, with support from Brehm.

Motion by Resseguie, with support from McLean, to approve Halifax Custodial Services for a three-year agreement for custodial services at City Hall for **\$320.77/week.**

Ayes: Bergeron, Brehm, Devroy, McLean, Resseguie and Tossava

Nays: Stenzelbarton

Absent: Barlow, Rocha

Motion carried.

11. Staff Presentations and Policy Discussions:

A. Salt Barn Process

Presentation from Department of Public Services Streets Superintendent Rob Neil.

Discussion held.

Motion by Resseguie, with support from Devroy, to proceed with budgeted project to replace the Salt Barn.

Ayes: Bergeron, Brehm, Devroy, McLean, Resseguie, Stenzelbarton and Tossava

Nays: None

Absent: Barlow, Rocha

Motion carried.

12. City Manager Report:

Placed advertisement for full-time Firefighter – new position approved for FY25-26.

Invitations arriving for groundbreaking ceremony for the Hastings Riverwalk Lofts, on July 1, 2025.

Reminder for City Council photo at 6:30 PM the next Council Meeting, June 23, 2025.

A. Fire Chief Jordan Monthly Report

Discussion was held.

B. Library Director Edelman Monthly Report

C. Water Utilities Superintendent Robins Monthly Report

Discussion was held.

13. Reports and Communications:

A. YMCA Updates for the City of Hastings – May 21, 2025

B. Hastings Public Library Board of Trustees DRAFT Minutes – June 2, 2025

Motion by Brehm, with support from Resseguie, to accept and place on file items A and B.

All ayes. Motion carried.

14. Public Comment:

Comments from Nancy Hallifax, offering thanks for considering her bid for custodial services at the City Hall.

Comments from Dave Hatfield, city resident, complimenting the quality of the Downtown Streetscape.

15. Mayor and Council comment:

Comments from Devroy on the dedication of the Library Storywalk.

Comments from Tossava on the Rock the Country event.

16. Adjourn:

Motion by McLean, with support from Stenzelbarton, to adjourn.

All ayes. Motion carried. Meeting adjourned at 7:41 PM.

Read and Approved:

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David J. Tossava, Mayor

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Linda Perin, City Clerk



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Confirmation of Chief Dale Boulter as Acting Manager**

**Meeting Date: June 23, 2025**

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**Recommended Action:**

Motion to approve the city manager's appointment of Dale Boulter as acting manager from **July 6 – July 13, 2025**.

**Background Information:**

I will be on vacation and unable to reliably accept phone calls or emails during a portion of that time. The city charter allows for the city manager to designate someone to serve in their absence with the advice and consent of the council.

**Financial Implications:**

*None.*

**Attachments:**

*None.*



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Resolution 2025-17 Fees for Various Services**

**Meeting Date: June 23, 2025**

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## Recommended Action:

Motion to adopt **Resolution 2025-17** to update fees for various city services.

## Background Information:

Fees are reviewed and adjusted on an annual basis to ensure that they are appropriate for the cost of each service. Fees related to water/sewer or other utility-related charges are included in a separate fee schedule.

Changes to the schedule include the following:

- Reduce initial driveway permit fee to \$100.
- Reduce reconstruction driveway permit fee to \$80.
- Reduce pavement cut permit fee to \$100.
- Various changes to cemetery fees due to contractor charges

## Financial Implications:

Fees offset the costs of providing services that are unique to individual requests and are not applicable to general taxpayers.

## Attachments:

- Resolution 2025-17

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

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**RESOLUTION 2025-17**  
**FEES FOR VARIOUS SERVICES**

**WHEREAS**, the City Council of the City of Hastings has determined that it is necessary to set fees charged for various services; now

**THEREFORE, BE IT RESOLVED** that the fees set by this resolution shall go into effect on July 1, 2025 and remain in effect until changed by the Hastings City Council; and

**BE IT FURTHER RESOLVED** that service fees be set by the Hastings City Council as follows:

<b>CLERK</b>	
Check or ACH Transaction Returned for Any Reason	\$50.00
Copy Charges (Per B/W Page)	\$0.10/per FOIA Policy
Downtown Handicapped Parking Permit	\$20.00
Entertainment Venue, Large - Refundable Security Deposit	\$300.00
Entertainment Venue, Large - Up to 4 hours (City Residents/Taxpayer)	\$200.00
Entertainment Venue, Large - Up to 4 hours (Non-residents/Non-resident Taxpayer)	\$300.00
Entertainment Venue, Large - Additional time (per hour)	\$50.00
Entertainment Venue, Small - Refundable Security Deposit	\$300.00
Entertainment Venue, Small - Up to 4 Hours (City Residents/Taxpayer)	\$100.00
Entertainment Venue, Small - Up to 4 Hours (Non-residents/Non-resident Taxpayer)	\$150.00
Entertainment Venue, Small - Additional Time (per hour)	\$25.00
Fish Hatchery Building Rental - Refundable Key Deposit	\$20.00
Fish Hatchery Building Rental - Refundable Security Deposit	\$300.00
Fish Hatchery Building Rental - Up to 4 Hours (City Residents/Taxpayer)	\$150.00
Fish Hatchery Building Rental - Up to 4 Hours (Non-residents)	\$200.00
Fish Hatchery Building Rental - Additional Hour (per hour)	\$25.00
Fish Hatchery Conference Room Rental - Up to 2 Hours	\$50.00
Fish Hatchery Conference Room Rental - Additional Time (per hour)	\$25.00
Going Out of Business Sale Permit	\$50.00
Liquor License Application (Including Transfer)	\$50.00
Map - City Map from Plotter	\$25.00
Map - Original Plat	\$15.00
Notary Service (Per Document)	\$10.00
Online Access (via Internet) to City Charter and Updated Municipal Code	\$0.00
Park Pavilion Reservation (City Residents/Taxpayer)	\$50.00
Park Pavilion Reservation (Non-residents/Non-resident Taxpayer)	\$80.00
Park Use Clean-up Fee - additionally (Groups of 50 or More)	\$80.00
Sidewalk Cafes (per year)	\$50.00
Tax Information – non-taxpayer (per parcel)	\$5.00/per FOIA Policy
Tax Information – online access or for taxpayer	\$0.00
Telecommunication Permit Application	\$500.00
Truck Parking (E State St) fee (per month)	\$50.00
Truck Parking - Electric service (per month)	\$35.00
Voter Registration List (per label)	per FOIA policy
Voter Registration List (per name)	per FOIA policy
Voter Registration on Disk (+ per name)	per FOIA policy
Wedding Administrative Fee	\$25.00

<b>CODE ENFORCEMENT</b>	
Keeping of Animals Administration Fee	\$25.00
Keeping of Animals Permits	\$100.00
Noxious Weed, Vegetation Control, Blight Elimination <i>(Plus labor, equipment rental, supplies, and contractual service)</i>	\$165.00
Vacant/Foreclosed Property Registration	\$25.00

<b>ECONOMIC DEVELOPMENT</b>	
Address Application Form (per address)	\$20.00
Brownfield Redevelopment Authority Exemption Certificate Fee	\$1,200.00
Commercial Redevelopment District Exemption Certificate Fee	\$1,200.00
Commercial Rehabilitation Exemption Certificate Application Fee	\$1,200.00
Export of entire Assessment/Property Tax Data File (per season)	actual cost
Export of limited Assessment/Property Tax Data File	actual cost
Industrial Facilities Exemption Application Fee	\$1,200.00
Lot Combinations	\$35.00
Lot Splits	\$100.00
Lot Splits - per parcel created	\$25.00
Neighborhood Enterprise Zone	\$1,200.00
Obsolete Property Rehabilitation Application Fee	\$1,200.00
Property Data - per parcel <i>(No charge will be made during the Board of Review or to the Property Owner)</i>	actual cost

<b>FIRE DEPARTMENT</b>	
False Alarm Run <i>(Only for mechanical alarms that have more than 3 occurrences per calendar year)</i>	\$750.00
Fire Reports	\$5.00

<b>PLANNED UNIT DEVELOPMENT</b>	
Basic Application Fee	\$380.00
Escrow for Direct Costs (Additional Direct Cost Escrow May Be Required)	\$1,250.00

<b>PLANNING &amp; ZONING</b>	
Fence Permits	\$25.00
Re-zoning Request	\$350.00
Site Plan Review - Application	\$250.00
Site Plan Review - Escrow	\$1,250.00
Site Plan Review - Storm Water Review	\$200.00
Site Plan Review - Administrative Fee	\$100.00
Site Plan Review - Outside Sales Fee	\$250.00
Special Use Permit Application	\$250.00
Special Use Permit Escrow	\$1,250.00
Zoning Application/Letter Form	\$30.00
Zoning Board of Appeals (ZBA) Variance Request	\$350.00

<b>PLAT REVIEW</b>	
Plat - Sketch	\$300.00
Plat/Site Condominium - Preliminary Flat Fee (+ Per Lot)	\$1,500.00
Plat/Site Condominium - Preliminary Per Lot	\$20.00
Plat/Site Condominium - Final	\$1,500.00
Vacating Public Right of Way Application	\$300.00
Vacating Public Right of Way Escrow	\$1,000.00

<b>POLICE DEPARTMENT</b>	
Bicycle License	\$1.00
Breath Test (Preliminary)	\$5.00
Documents (e.g., photos) on CD-ROM	per FOIA policy
Door-to-door solicitation – daily only	\$25.00
DVD Video	per FOIA policy
False Alarm Responses <i>(Only for mechanical alarms that have more than 3 occurrences per calendar year)</i>	\$250.00
Hawker/Peddler/Transient (Street) Vendor or Dealer (Daily)	\$25.00
Hawker/Peddler/Transient (Street) Vendor or Dealer (Annually)	\$100.00
Liquor License (24 Hour)	\$25.00
Notary Service (Per Document)	\$10.00
Second Hand & Junk Dealers' License (Annually)	\$20.00

<b>PUBLIC SERVICES DEPARTMENT</b>	
Banner Installation	\$100.00
Building Disconnection or Demolition Sewer Inspection Fee	\$150.00
Data Log (one free per calendar year) additional	\$112.00
Driveway Permits (Initial)	\$100.00
Driveway Permits (Reconstruction)	\$80.00
Pavement Cut Permits	\$100.00

<b>RIVERSIDE CEMETERY</b>	
Burial Rights - Babyland Space (Bonafide legal resident of the City/Non-resident taxpayer)	\$150.00
Burial Rights - Babyland Space (Non-resident)	\$450.00
Burial Rights - Certificate Transfer (Plus difference between resident/taxpayer and non-resident fee)	\$25.00
Burial Rights - Cremation Space (Bonafide legal resident of the City/Non-resident taxpayer)	\$150.00
Burial Rights - Cremation Space (Non-resident)	\$450.00
Burial Rights - Regular Lot (Bonafide legal resident of the City/Non-resident taxpayer)	\$300.00
Burial Rights - Regular Lot (Non-resident)	\$900.00
Grave Opening/Closing - Adult (Monday - Friday 8 AM - 5 PM)	\$700.00
Grave Opening/Closing - Adult (Saturday, Holiday, Other Hours)*	\$850.00
Grave Opening/Closing - Child, coffin 4 ft or less (Monday - Friday 8 AM - 5 PM)	\$350.00
Grave Opening/Closing - Child, coffin 4 ft or less (Saturday, Holiday, Other Hours)*	\$450.00
Grave Opening/Closing - Cremains (Monday - Friday 8 AM - 5 PM)	\$200.00
Grave Opening/Closing - Cremains (Saturday, Holiday, Other Hours)*	\$300.00
<i>*Note: Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.</i>	
Monument Foundation (per square inch)	\$0.50
Winter Burial Fee (additional) November 15 – March 31	\$150.00

## HAZ-MAT COST RECOVERY FEE SCHEDULE

**PERSONNEL:** Personnel cost shall be calculated as the actual labor expenses including eligible backfill and over-time rates in accordance with the fire department's existing labor contracts and pay schedules. In the event the incident requires the Hastings Fire Department utilize fire, police and public service or other mutual aid agreements, the Hastings Fire Department will recover costs for other agencies. These costs will consist of the actual labor expenses including eligible backfill and overtime rates in accordance with the mutual aid agency's actual labor expenses including eligible backfill and overtime rates. Mutual aid fire equipment will be billed at the rates contained in this fee schedule. Non-fire department equipment will be billed at the provider's rates.

**VOLUNTEER FIREFIGHTERS FROM OTHER DISTRICTS:** In the event volunteer firefighters from a mutual aid agency are utilized, the rate shall be that agency's predetermined rate.

**APPARATUS:** Cost shall be calculated according to the following schedule; mileage and fuel rates are included in the hourly equipment rates. Cost for fire mutual aid agencies will also be calculated using this schedule. Additional non-fire department equipment shall be compensated according to that agency, department, or private contractor's schedule of charges.

Fire Engine (Pumper)	\$125.00 per hour
Ladder Truck (Aerial)	\$225.00 per hour
Rescue Unit	\$125.00 per hour
Tankers	\$90.00 per hour
Grass Trucks	\$55.00 per hour
Hazardous Materials Units	\$75.00 per hour
Support* Units	\$50.00 per hour

*\*Support Units support haz-mat units, i.e., air units, mobile command posts, etc.)*

**MILEAGE RATES:** Mileage is paid for vehicles that are not eligible for hourly rate compensation. Payment rates are "wet rates" - all fuel, oil, insurance, maintenance, repair, and other costs are included in the rate.

All vehicle mileage rates shall equal the rate set by the Internal Revenue Service from time to time.

**SUPPLIES:** Consumable supplies shall be billed at the actual replacement cost.

**GENERAL GUIDELINES:** All costs shall be submitted utilizing provided forms. Additional documentation shall be submitted if requested.

A motion to adopt the foregoing resolution being offered by Member \_\_\_\_\_, second by Member \_\_\_\_\_:

YEAS:

NAYS:

ABSENT:

MOTION DECLARED \_\_\_\_\_.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 23<sup>rd</sup> day of June 2025 by the City Council of the City of Hastings, by a vote of \_\_\_\_\_ member(s) voting in favor thereof, \_\_\_\_\_ member(s) voting against, and \_\_\_\_\_ member(s) absent.

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Linda Perin, City Clerk





# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

**From: Linda Perin, Finance Director/City Clerk/Treasurer**

**Subject: Resolution 2025-18 Budget Amendments for FY 2024-2025**

**Meeting Date: June 23, 2025**

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**Recommended Action:**

Motion to adopt Resolution 2025-18 as presented to amend the Fiscal Year 2024-2025 Budget.

**Background Information:**

Budget amendments are appropriate at the end of the year to ensure the final budget document reflects the decisions and will of City Council. Budget amendments are necessary when fund revenue is expected to be less than anticipated or when fund/activity center expenses are expected to be greater than the original budget. Budget amendments are not necessary when revenue is greater, or expenses are less than estimated in the original budget. The recommended budget adjustments in attachments A and B represent what is required to be legally compliant and do not result in a larger budget than originally approved.

**General Fund (Attachment A – General Fund Budget Amendments)**

The FY 2024-2025 Adopted General Fund Revenue budget totaled \$7,452,185. Based on an analysis of year-to-date General Fund Revenue, amendments totaling -\$400,800 are recommended, reducing the total General Fund Revenue appropriation to \$7,051,385. The revenue line-item Private Contributions & Donations is reduced due to the committee's decision to change to a community fundraising effort for the TangleTown Renovation Project.

The FY 2024-2025 Adopted General Fund Expenditure and Transfers Out budget totaled \$8,021,185. Based on a year-to-date analysis, amendments totaling -\$400,800 are recommended, reducing the total General Fund Expenditure and Transfers Out appropriation to \$7,620,385. The most significant adjustments are:



# Regular Council Agenda Item Memorandum

- Other General Government budget is amended by \$327,000. This increase is due to a FY23-24 additional MERS contribution paid in FY24-25.
- The Parks and Recreation budget is amended by -\$833,649. This reduction is due to the timing of the TangleTown and Fish Hatchery Park Restroom projects to be completed in FY25-26.
- The combined total of all other expenditure budget amendments is \$105,849.

Adjustments by department can be found on Attachment A.

## **Other Funds (Attachment B – Other City Governmental Fund Budget Amendments)**

The City's Other Governmental Funds also require amendments based on a year-to-date analysis. In the Major Streets, Local Streets, Cemetery, Drug Enforcement, Water & Sewer, and Equipment Revolving Funds, revenue amendments to account for less revenue received than the adopted budgets are being proposed. These six funds do not require expenditure amendments.

Expenditure amendments totaling \$1,071,460 are required in the following funds:

- Brownfield Redevelopment Fund \$23,000
- Downtown Development Authority Fund \$998,460
- Library Fund \$50,000

Please see Attachment B for details on these increases.

## **Financial Implications:**

Budget amendments are a required procedure. These amendments reflect what is necessary to be compliant with state requirements and should not be considered an estimate of ending fund balance.

## **Attachments:**

- Resolution 2025-18 and attachments

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

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**RESOLUTION 2025-18**

**TO AMEND THE BUDGET FOR FISCAL YEAR 2024/2025**

**WHEREAS**, the City Council of the City of Hastings has established the City's budget for the fiscal year commencing July 1, 2024 and ending June 30, 2025; and

**WHEREAS**, the City Manager has recommended that said budget be amended based on the availability of new information; and

**WHEREAS**, this Council is authorized by the City Charter and State statute to amend the budget throughout the fiscal year as it determines necessary; now

**THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hastings amends the budget for the fiscal year commencing July 1, 2024, and ending June 30, 2025, incorporating amendments as detailed in Attachment A – General Fund Budget Amendments and Attachment B – Other City Governmental Funds.

**BE IT FINALLY RESOLVED**, that the funds appropriated shall be drawn from the treasury of the City for the purposes approved pursuant to the authority granted by the Hastings City Charter.

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

YEAS:

NAYS:

ABSENT:

MOTION DECLARED \_\_\_\_\_.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 23<sup>rd</sup> day of June, 2025, by the City Council of the City of Hastings, by a vote of \_\_\_\_ ( ) members voting in favor thereof, \_\_\_\_ ( ) member voting against, and \_\_\_\_ ( ) member(s) absent.

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Linda Perin  
City Clerk

**ATTACHMENT A**  
**GENERAL FUND BUDGET AMENDMENTS**

General Fund Revenue / Departments	FY 2025 Adopted Budget	FY 2025 Budget Amendments	FY 2025 FINAL Amended Budget	Notes
<b>Revenue</b>				
Private Contributions & Donations	410,800	(400,800)	10,000	Changed to community fundraising effort
All Other Revenue	7,041,385	-	7,041,385	
<b>Total, General Fund Revenue</b>	<b>\$ 7,452,185</b>	<b>\$ (400,800)</b>	<b>\$ 7,051,385</b>	
<b>Expenditures</b>				
<b>General Fund Departments</b>				
City Council	\$ 82,326	\$0	\$ 82,326	
Mayor	14,811	1,189	16,000	Not budgeted for printer lease
City Manager's Office	192,810	2,500	195,310	Additional Actual Conferences expense
Finance Department	396,945	0	396,945	
City Clerk	117,396	4,300	121,696	Significant Actual Overtime due to 9 days Early Voting
Information Technology	244,000	0	244,000	
Board of Review	2,512	460	2,972	Actual Stipends processed incorrectly
Treasurer	83,928	4,000	87,928	Increased Maintenance Agreement costs
Assessor	171,282	0	171,282	
Elections	56,368	0	56,368	
City Hall and Grounds	158,950	0	158,950	
Legal and Audit	70,000	0	70,000	
Other General Government	588,415	327,000	915,415	FY23-24 additional MERS contribution processed in FY-24-25
Police Department	2,099,689	0	2,099,689	
Code Compliance	50,962	0	50,962	
Fire Department	524,545	0	524,545	
Inspections	100,000	80,000	180,000	Higher contracted services for Building Permits
Public Services Administration	159,240	0	159,240	
Parking Downtown Non-SAD	23,000	0	23,000	
Parking Downtown SAD	267,500	0	267,500	
Street Lighting	99,500	10,400	109,900	Actual Electric costs exceed budget
Community Services	300,355	0	300,355	
Planning and Zoning	18,685	0	18,685	
Joint Planning & Zoning	400	0	400	
Community Development	143,143	3,000	146,143	Actual Legal Services exceed budget due to increased economic development activity
Community Development Grant Projects	65,100	0	65,100	
Cable Access	13,776	0	13,776	
Parks and Recreation	1,344,325	(833,649)	510,676	Amend Bldgs & Bldg Imp-Depreciable due to TangleTown & FHP
Arts and Cultural Services	81,526	0	81,526	
Transfers Out / Other	549,696	0	549,696	
<b>Total General Fund Departments</b>	<b>8,021,185</b>	<b>(400,800)</b>	<b>7,620,385</b>	
<b>Addition to / (Use of) Fund Balance</b>	<b>(569,000)</b>		<b>(569,000)</b>	

**ATTACHMENT B**  
**OTHER CITY GOVERNMENTAL FUNDS BUDGET AMENDMENTS**

Revenue / Expenditure	Fund Name	FY 2025 Adopted Budget	FY 2025 Budget Amendments	FY 2025 FINAL Amended Budget	Notes
Revenue	Major Streets - Fund 202	\$1,460,556	(\$405,000)	\$1,055,556	Small Urban Grant awarded directly through MDOT
Revenue	Local Streets - Fund 203	\$673,772	(\$2,000)	\$671,772	Based on YTD actuals, Interest Earned on Deposits & Investments over-estimated
Revenue	Cemetery - Fund 209	\$273,779	(\$37,000)	\$236,779	Supplemental funds for Memorial Phase I not requested from BCF Endowment Fund to cover final construction costs
Expenditure	Brownfield Redevelopment - Fund 243	\$45,000	\$23,000	\$68,000	NEZ Reimbursement Budget & Actual Expense not recorded in prior year; FY24 & FY25 reimbursements paid this year
Expenditure	Downtown Development Authority - Fund 248	\$883,391	\$998,460	\$1,881,851	Numerous items budgeted in FY24 but paid in FY25, addition of Christmas décor expense
Revenue	Drug Enforcement - Fund 265	\$2,500	(\$2,500)	\$0	Federal Grant-Public Safety not offered this year
Expenditure	Library - Fund 271	\$656,799	\$50,000	\$706,799	Significant increase in Building Repair & Maintenance costs due to restroom vandalism (offset by increased revenue from insurance claim)
Revenue	Water & Sewer - Fund 592	\$4,900,690	(\$90,000)	\$4,810,690	Budgeted State Grant-Lead Service Line Program ended last year
Revenue	Equipment Revolving Fund - Fund 661	\$908,000	(\$33,000)	\$875,000	Less revenue from sale of assets than budgeted, less fuel sale revenue than budgeted



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: First Right of Refusal – Foreclosure of 133 E State St**

**Meeting Date: June 23, 2025**

---

## Recommended Action:

Approve the Resolution to exercise the city's first right of refusal for the tax foreclosed property at 133 E State St.

## Background Information:

133 E State Street is in tax foreclosure. The city has spent approximately \$14,888 mitigating code and safety issues on this property. The unpaid taxes and interest is \$3,275.94.

Under state law, the local unit using Right of First Refusal must pay the greater of minimum bid or market value (twice the SEV) only if, "1 or more claimants have filed a claim for remaining proceeds from the foreclosed property." If no claimant has filed, the local unit can use its Right of First Refusal at the minimum bid. Staff is recommending the city use its right of first refusal to mitigate some of its losses on the property and to use the property for economic development purposes.

The tax foreclosure process is complex, and staff is working to navigate the process. The resolution and supporting documents are still being prepared but will be provided to the city council at the earliest opportunity.

## Financial Implications:

After acquiring this property, the DDA could be primarily responsible for planning the next steps or this could be managed by staff.

Attachments: To be provided in the second draft of this memo.



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Utility Easement Agreement with MEI for Hastings Riverwalk Lofts Service**

**Meeting Date: June 23, 2025**

---

**Recommended Action:**

Motion to authorize the execution of the temporary construction and permanent utility easement agreement with MEI upon final review by the city attorney.

**Background Information:**

We have a Metro Act Agreement with MEI for the use of the public rights-of-way for telecommunications lines. To provide service to the new Riverwalk Lofts on Mill Street, they would like to extend service from the existing line on Boltwood across the trail through the riverside park and under the walking bridge to the site. Since this is outside the right-of-way, a separate easement agreement for the line must be signed.

**Financial Implications:**

None. MEI will pay for all installation and restoration necessary.

**Attachments:**

- Easement Agreement document

## **TEMPORARY CONSTRUCTION AND PERMANENT UTILITY EASEMENT AGREEMENT**

This Temporary Construction and Permanent Utility Easement Agreement (the "Agreement") is entered into by and between CITY OF HASTINGS a Municipality whose address is 201 E. State St. Hastings, MI 49058 ("Grantor") and MEI a Michigan C Corporation whose address is 123 Orchard St. P.O. Box 128 Delton, MI 49046 ("Grantee").

### **RECITALS**

1. Grantor owns certain real property located in Barry County, Michigan and legally described on the attached and incorporated Exhibit A ("Grantor's Property").
2. Grantee is a telephone company and desires an easement for telephone utilities across Grantor's Property.

NOW, THEREFORE, for sum of One Dollar (\$1.00) to be paid by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

#### **1. Grant of Easements**

1.1 Utility Easement. Grantor, for themselves and for their successors and assigns, convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility easement") under, in, along, across and upon the property described on the attached and incorporated Exhibit B (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground telephone communication, related underground electrical lines, and related equipment (the "Improvements").

1.2 Temporary Construction Easement. Grantor, for themselves and for their successors and assigns, convey and grant to Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon the property described on the attached and incorporated Exhibit C (the "Temporary Easement Area") for use in the initial construction and installation of the Improvements and other construction purposes reasonably related to the initial construction of the Improvements. Before commencement of the Temporary Construction Easement, Grantee shall have access to the Property during normal business hours to conduct all studies, tests, examinations and surveys necessary to design and construct the Improvements.

#### **2. Terms of Easements**

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until Grantee has abandoned the Improvements, as the term "abandonment" is defined in Section 5.8 or this Agreement is otherwise terminated. Upon abandonment or



termination, Grantee, or its successors and assigns, shall immediately remove the Improvements and restore the Utility Easement area as required in Section 4.3. The Utility Easement shall be ten (10) feet in width. The Improvements shall be buried at least five (5) feet below the surface of the ground. There shall be no Improvements on or above the surface of the ground.

2.2 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate and expire upon (i) the date construction of the Improvements are completed, or (ii) January 1, 2026, whichever date shall first occur. Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of Grantee in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not erect or maintain any buildings which may cause damage to or interfere with the Improvements to be placed within the Utility Easement Area.

4. Construction of Utility Improvements.

4.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor Property all costs and expenses of construction and maintenance of the Improvements.

4.2 Compliance With Laws. Grantee shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

4.3 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights or obligations under this Agreement, such area shall be promptly restored to the condition in which it existed at the commencement of such activities.

5. General Provisions.

5.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

5.2 Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that

he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

5.5 Indemnity. To the maximum extent permitted by law, Grantee shall indemnify and hold harmless Grantor from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by Grantee, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Grantee shall not indemnify Grantor against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the Grantor. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred before expiration or termination of this Agreement.

5.6 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing the prevailing party's reasonable attorney's fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

5.7 Plan. Upon Grantor request, Grantee shall provide Grantor with as-built drawings and an ALTA survey showing the location and depth of the Improvements installed in the Utility Easement Area as well as the property boundaries, roadways, building footprints, and utility pole locations.

5.8 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the Improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted thereunder shall automatically terminate. Upon abandonment or termination, Grantee, or its successors and assigns, shall immediately remove the Improvements and restore the Utility Easement area as required in Section 4.3.

5.9 Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

5.10 Entire Agreement. This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

*End of terms – Signature page is next page*

DATED: \_\_\_\_\_, 2025

CITY OF HASTINGS

By \_\_\_\_\_

STATE OF MICHIGAN       )  
  ) SS.  
COUNTY OF BARRY       )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2025, by-----.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Dated: 6/6/25, 2025

MEI CORPORATION.

By: [Signature]  
Its: Authorized Agent DAVID STOLL

STATE OF MICHIGAN       )  
COUNTY OF BARRY       ) SS.

On 6/6/25, 2025, before me, a Notary Public in and for Barry County, personally appeared DAVID STOLL, to me personally known, who being duly sworn, did say that he/she is the Authorized Agent of MEI Corporation is authorized by MEI Corporation. to execute the foregoing instrument on behalf of MEI Corporation and DAVID STOLL acknowledged this instrument to be the free act and deed of MEI Corporation.

[Signature]  
Robert M. Ferguson Notary Public  
KENT County, Michigan  
My Commission Expires: 1/17/28  
Acting in BARRY County, Michigan

This Document Prepared by & Return to:  
GEOTECH, INC.  
4900 Cascade Rd. SE  
Grand Rapids, MI 49546  
Robert M. Ferguson

Exhibit A

to

Temporary Construction And Permanent Utility Easement Agreement

**555-201-056-00**

COM NW COR LOT 443 PLAN OF HASTINGS FOR POB, TH E 198FT, TH S 30FT, TH NW'LY TO A PT 15FT S OF NW COR LOT 445, TH NW'LY TO PT 10FT S OF NW COR LOT 444, TH W TO PT 10FT S OF NW COR LOT 443 TH N 10FT TO POB. ALSO LOTS 446, 447, 476 & 477 PLAN OF HASTINGS EX COM SW CORNER LOT 480 PLAN OF HASTINGS, TH N89°49'40"E 202.58FT FOR POB; TH N0°13'07" E 237.83FT, TH SE'LY 237.18 FT ON 189FT RAD CURVE RIGHT CHORD S40°05'18"E 221.92FT, TH S04°08'14"E 67.78FT TO N LINE STATE ST, TH S89°49'40"W TO PO

**555-201-058-00**

A 40 FT WIDE ROW OF FORMER RR, 20 FT NE'LY & 20 FT SW'LY OF C/L FORMER RR OVER LOTS 450 THRU 453, BLANK BLOCK #8 & W 1/2 VAC HANOVER ST ADJ TO LOT 451, ORIG PLAN OF HASTINGS. ALSO ANY LAND LYING N'LY OF SD PARCEL TO RIVER. ALSO A 66 FT WIDE ROW, 33 FT N'LY & 33 FT S'LY OF C/L FORMER RR ROW OVER BLANK BLOCK #9 & LOTS 448 & 449 ORIG PLAN OF HASTINGS. 0.76 ACRES. WHICH INCLUDES LIBER & PAGES: L.17-142; L 63-268; L 24-167; L 219-472.

Exhibit B  
to  
Temporary Construction And Permanent Utility Easement Agreement


EASEMENT DESCRIPTION

PARCEL # 555-201-056-00 & 555-201-058-00

A TEN FOOT (10') TRENCH-LINE COMMUNICATION UTILITY CORRIDOR. BEGINNING AT APPROXIMATELY TWO HUNDRED FEET (200') EAST OF THE CENTER LINE OF N. MICHIGAN AVE. AND APPROXIMATELY THIRTY FEET (30') SOUTH OF THE CENTERLINE OF BELLWOOD ST. THEN BORE ACROSS BELLWOOD ST TO THE NORTH SIDE OF HASTINGS RIVERWALK THEN RUNNING SOUTH EASTERLY ON THE EAST SIDE OF THE HASTINGS RIVERWALK AT FIFTEEN FEET (15') OR MORE APPROXIMATELY FOUR HUNDRED FEET (400') THEN CONTINUE NORTH EASTERLY APPROXIMATELY FIVE HUNDRED FEET (500') ON THE NORTH SIDE OF HASTINGS RIVERWALK PARALLEL TO THE HASTINGS RIVERWALK ACROSS THE THORNAPPLE RIVER TO THE NORTH WEST CORNER OF E. MILL ST. THEN NORTH TEN FEET (10') THEN SOUTH WESTERLY APPROXIMATELY FOUR HUNDRED AND NINETY FEET (490') ON THE NORTH SIDE OF HASTINGS RIVERWALK PARALLEL TO THE HASTINGS RIVERWALK ACROSS THE THORNAPPLE RIVER THEN NORTH WESTERLY ON THE EAST SIDE OF HASTINGS RIVERWALK APPROXIMATELY FOUR HUNDRED FEET (400') THEN SOUTHERLY APPROXIMATELY EIGHTY-FIVE FEET (85') THEN TEN FEET (10') EAST TO THE POINT OF BEGINNING

[illegible]

HH/PED NO.	BHF (2x6x8)	BHF (11x18)	BFOBH	BM420 (23x.25")	BM410 (23x.25")	BM410 (31x.25")	BM410 (31x.25")	BM425 (2x4")	BM435P	BM435P-L	BM42 (5/8x8)	HFOL	HO-1	HO-3	ONTR BMES	SEBO
EXISTING			135		85					1	1	1	36			
DUCT			280	180					1							
ENTR-IN	1		285	185					1							
IN																
IN 2	1															
TOTAL	2		700	365	85				2	1	1	1	36			



4880 Cassad Road S.E. Grand Rapids, Michigan 49508  
442-4474461  
www.gorochinc.com

## STAKING SHEET & PLANT RECORD

# BARRY COUNTY TELEPHONE COMPANY HASTINGS MI

W.O. 001-015

STAKED PH TRACED SJL CHECKED

DATE: XXX DATE: 03-25 DATE:

REVISIONS DATE BY

APPLE ST

SCHEMATIC

SHEET 1 OF 2

ROUTE X

PAGE 001

SEE PAGE #001

OPEN

E MILL ST (P)

HH4

HASTINGS RIVERWALK

#P420

ATTACH CONDUIT WITH FOC TO BRIDGE

HH3

THORNAPPLE RIVER

ATTACH CONDUIT WITH FOC TO BRIDGE

HASTINGS RIVERWALK

CULVERT

16'

HH2

HASTINGS RIVERWALK

#10031

AMPUL THEATER

0510


0610

0084

0000

Know what's below  
Call before you dig.

III/PED NO.	BWF (#6x48)	BWF (133118)	BW600 (241.25")	BW610 (241.25")	BW612 (241.25")	BW66 (242")	BW5SF	BW5SF-L	M#1 (S/N#)	HO-1	H#FOS	H#FOL	CNTY/ BUREAU	SEBO
NH 120			50			175	1							
NH 3	1		360					1	1					
NH 4	1													
TOTAL	2		685			175	1	1	1					



4800 Grandview Blvd., S.E. Salem, Oregon 97306  
503.462.1410 www.geotechinc.com

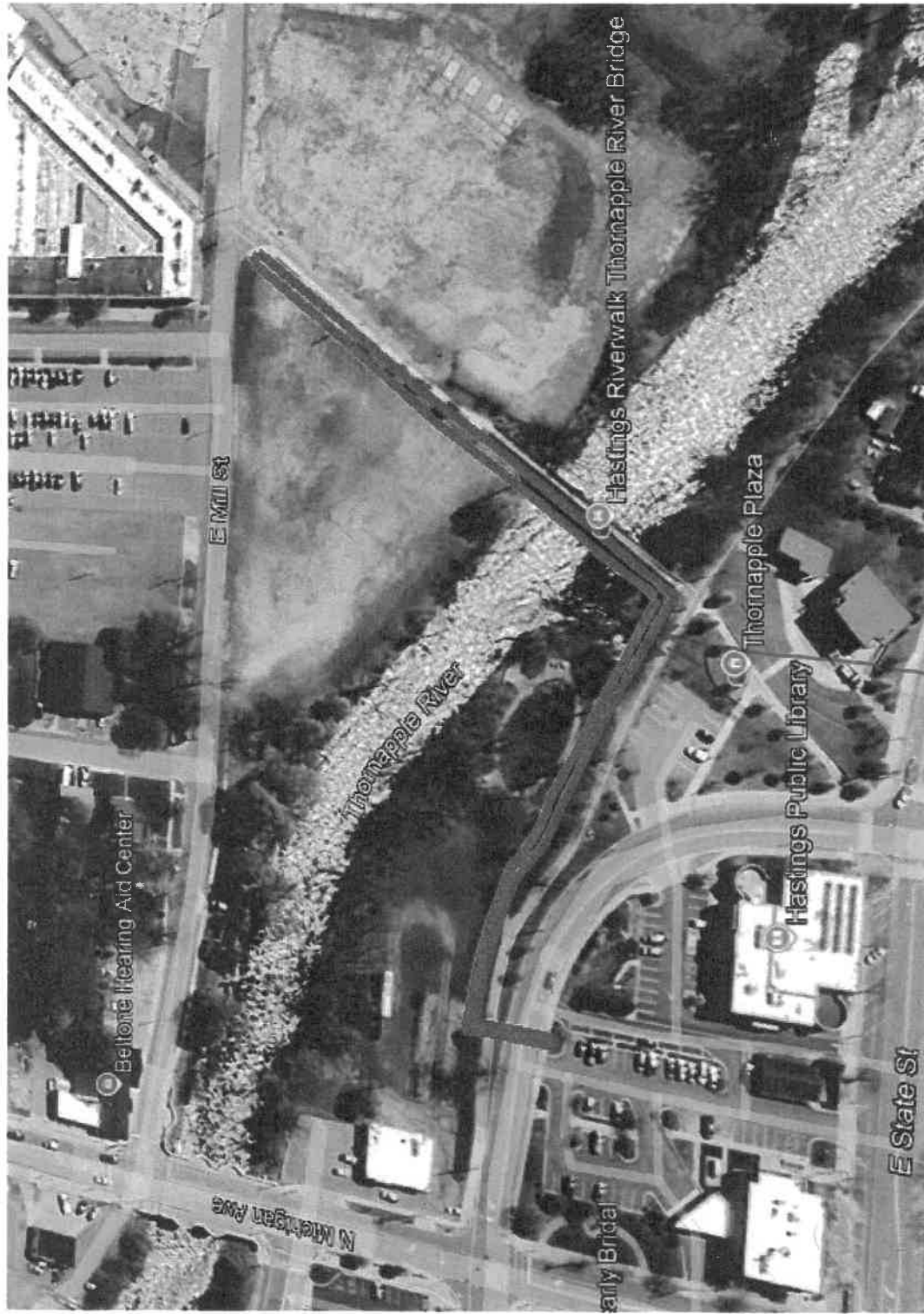
## STAKING SHEET & PLANT RECORD

# BARRY COUNTY TELEPHONE COMPANY HASTINGS MI

W.O. 001-015

STAKED PH	TRACED SUL	CHECKED
DATE: XXX	DATE: 03-25	DATE:
REVISIONS	DATE	BY
HASTINGS RIVERWALK		
SCHEMATIC		
SHEET 2 OF 2		
ROUTE X		
PAGE 002		

Exhibit C



LEASE MEANS  
AREA





# Regular Council Agenda Item Memorandum

**To:** Mayor Tossava and City Council

**From:** Dan King

**Subject:** Trumble's Annual Back to School Bash Request

**Meeting Date:** June 23, 2025

---

## Recommended Action:

Motion to approve, under the direction of staff, Trumble Insurance Agency to conduct the annual Back to School Bash which includes use of the Pocket Park adjacent to the Thornapple Plaza from **4:00 PM to 7:00 PM on Saturday August 2, 2025.**

## Background Information:

Staff have approved the use of Thornapple Plaza for the Trumble Insurance Agency to conduct the second annual Back to School Bash from 4:00 PM to 7:00 PM on Saturday, August 2, 2025. The event will also include the use of the Pocket Park adjacent to the Thornapple Plaza for a Sensory Area. Section 58-38 (a) of the Municipal Code requires Council permission to conduct such an activity in a park.

Staff have reviewed the request and have no concerns.

## Financial Implications:

There are no financial implications for the City.

## Attachments:

- Special Event Application



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**

Trumble Insurance Agency 269-795-3302  
Applicant/Organization Name Phone

Zach Santmier/Victoria Jones 616-401-6575 victoria@trumbleagency.com  
Contact Name Phone Email

128 S. Jefferson St. Hastings MI 49058  
Street City State Zip

Victoria Jones 517-648-6222  
Contact person on day of event (if different than above) Phone

**Section 2: Event Information**

Trumbles Annual Back to School Bash  
Name of Event

Back to School backpack & scooter giveaway  
Description of Event

August 2nd, 2025 4-7p.m  
Event Dates Time (From/To)

August 2, 2025 9:00a.m.-4 8/2/25 7-9p.m.  
Set up Date(s) and Time(s) Clean Up Date(s) and Time(s)

Thornapple Plaza

Location(s) of Event

75-100

Estimated number of volunteers

~2500

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? DJ 3:00-7:00 p.m.
  - If yes, what type of music is proposed? Live – Acoustic Live - Amplification Recorded  
Loudspeakers or public address system
- ☐ Parade
- ☐ Race (ex: 5K)
- ☐ Vendors/sale of goods
- ☐ Carnival rides
  - If yes, provide a copy of liability insurance listing the City as an additional insured party.
- ☒ Signs or banners
- ☐ Animals/petting zoo
- ☐ Portable restroom facilities
- ☐ Donation collection/free will offering
- ☐ Other \_\_\_\_\_
- ☐ Alcohol
  - If yes, provide copy of liquor liability insurance with the City listed as an additional insured.
  - If yes, provide a copy of Michigan Liquor Control License 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?

Trash cans will be placed around facility & removed by Thumble staff after

#### 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.

Signs will be hung within amphitheatre.

Site plan attached.

All tents used will be pop-tents and will not have stakes in the ground.





**Sensory Area**

**Trash**

**Bounce House/  
Obstacle Course**

**Trash**

**Tent**

**Tent**

**Trash**

**Tent**

**Trash**

**Food**

**Tent**

**Trash**

**DJ**

301

**Trash**

**Welcome Area  
(backpack giveaway)**

## 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.

Victoria Jones Trumble Insurance Agency  
Printed Name of Applicant & Name of Organization

Victoria Jones  
Signature

5/15/25  
Date

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

**A. Police Department Review:**

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

---

Other Comments:

**B. Public Services Director Review**

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

☐ Trash receptacles   ☐ Barricades   ☐ Traffic cones   ☐ Restroom Cleaning

☐ Fencing   ☐ Water or Electric   ☐ Other

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

---

Other Comments:

**C. Fire Chief Review**

Comments:

**D. Community Development Department Review**

Comments:

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



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: 425 and Utilities Agreement in Principle with Rutland Township**

**Meeting Date: June 23, 2025**

---

**Recommended Action:**

Motion to agree in principle to the general terms of a 425 agreement with Rutland Township to include an agreement for the Meijer property (Tax ID 13-014-028-00) with similar revenue sharing terms as previous 425 agreements between the parties, retainage of the existing sewer agreement, and a new water agreement to include provision of service for Meijer only.

**Background Information:**

Representatives from the City, Rutland Township, and Barry County met earlier this week to further discuss the Meijer development in light of recent board actions and correspondence.

Although there are numerous smaller items to be resolved, if the above points can be agreed upon by each party, we are confident that the remaining items can be worked out. Once approved in principle, the city and township attorneys will work on the agreement documents. The proper steps will then be taken to initiate the 425 agreement, as well as auxiliary agreements that are necessary.

**Financial Implications:**

Varied – some costs are still unknown.

**Attachments: None.**





# Regular Council

## Agenda Item Memorandum

**To: Honorable Mayor Dave Tossava, Sara Moyer-Cale, City council**

**From: Robert V. Neil**

**Subject: Salt Storage Facility Replacement**

**Meeting Date: July 23, 2025**

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**Recommended Action:**

Motion to approve the construction and design of a new 48'x60' fabric structure Salt Storage Facility with steel frame to Clear Heights Construction in the amount of **\$275,304.**

**Background Information:**

The existing salt storage building is in desperate need of replacement; at the current time the building is estimated to be approx. 55+ years old. The current building is in an unrepairable state with foundation and roof settling and deterioration. A new Salt Storage building will allow the City of Hastings to store a larger capacity of Road Salt for winter application. currently about 450-500 tons. The new building is approx. 700-800 tons.

This building could also be used to protect some extra equipment during the summer months.

**Financial Implications:**

The salt storage building is included in the approved 2025/2026 Fiscal year in the amount of \$275,000.00. There would be a \$304.00 increase above the approved budgeted amount.

**Attachments:**

- Clear Heights Construction Quote
- Photos of the existing Salt Storage facility
- Photos of Concept building

**Clear Heights Construction, LLC.**

6686 Wilson Ave. S.W.

Grandville, MI 49418

[chconstructionmi@gmail.com](mailto:chconstructionmi@gmail.com)

Fax# (616) 805-5385

Cell# (616) 437-7943

COMPANY: CITY OF HASTINGS D P W							CONTACT: ROBERT NEI	
ADDRESS: 201 E STATE ST, HASTINGS MI 49058							TITLE: SUPERINTENOENI	
PACKAGE: BRITESPAN ATL 48'-L8' x 60' SALT STORAGE BUILDING								
WIDTH	Length	SQ. FEET	COLOR	END1	COLOR	DOORS	VENTS	PHONE: (619) 945-2468
48	60	2,880	WHITE	YES	WHITE	NONE	(2) 3' x3'	EMAIL: rnei@hastingsmi.gov
BRITESPAN BUILDINGS SOURCEWELL ID#: 071223-BRT				END2	COLOR	DOOR	VENTS	
CITY OF HASTINGS SOURCEWELL ACCOUNT#: 27945				NO				

**TOTAL: \$ 275,304.00**

In consideration of the mutual promises contained herein and on the terms and conditions hereinafter set forth, the parties agree as follows,

**1. Definitions:**

As used in this agreement, the following terms shall be followed unless clearly indicated to the contrary have the following meanings:

Project Description:	QTY
Provide and Install: Britespan Atlas 48' x 60' structure with (6) trusses @ 12' OC as per drawings.	2,880 s.f.
Provide and Install: 48' Fabric end wall with hot-dip galvanized HSS steel framing as per drawings.	1
Provide and Install: 3' x 3' galvanized steel end wall vents with steel framing as per drawings.	2
Provide and Install: Stainless steel threaded rod with epoxy for truss mounting to foundation as per drawings.	24
Provide and Install: Stainless steel expansion anchors for winches and end wall columns mounting to foundation as per drawings.	26
Provide and Install: Materials for fabric termination - treated lumber, white trim, and fasteners - as per drawings.	168 l.f.
Provide and Install: Concrete walls @ 14" thick x 7'-6" above finished floor with spray-on sealant and painted fill line as per drawings.	168 l.f.
Provide and Install: Concrete footings @ 14" thick x 5'-9" wide as per drawings. ***NOTE soils assumed @ 2,000 psf bearing capacity.	1681 f.
Provide and Install: Bollards at entrance with safety yellow sleeves to protect foundation as per drawings.	2
Provide and Install: Excavation for footing trenches to required elevation. Spoils to be hauled off site to city's gravel pit approx. 1.5 miles away.	400 yds
Provide and Install: Backfill walls and compact MOOT Class II fill sand as per drawings.	135 yds
Provide and Install: 8"-10" 21AA limestone base on interior of building + 15' approach + 4' apron on East wall as per drawings.	140 yds
Provide and Install: 6" Asphalt floor on interior of building + 4' apron on North and West walls + 15' approach only as per drawings.	3,450 s.f.
Provide: Sealed engineered plans for building structure and foundation from licensed MI PE.	1
Provide: Concrete cylinder tests and soil compaction testing as needed.	1
Provide: Freight to site in Hastings, MI	1
Provide: Building permits as needed	1
<b>Warranty Note:</b> Trusses to be hot-dip galvanized to ASTM-123 post fabrication, and fabric to be ELITE high-density polyethylene 13.5 oz./sq.yd. with a 25-year warranty.	
<b>Exclusions:</b>	
Demolition of existing building or floor materials - by owner	
Site preparation for excavation by owner	
Utilities - Plumbing, HVAC, Electric	
Prevailing/ Union wage	
Bonding	
MI Sales Tax	
Planning and zoning fees	
Civil engineering and drainage.	

CLEAR HEIGHTS CONSTRUCTION sells to the Contractee the product on the terms and conditions contained herein.

**2. General Sales Conditions:**a. The price of the product, installation, & freight due by the Contractee to CLEAR HEIGHTS CONSTRUCTION, is \$ **275,304.00**

Unless any exception is authorized by CLEAR HEIGHTS CONSTRUCTION in writing, the following conditions are the only ones applicable to the exclusion of any clauses or conditions stated in letters or other documents issued by our correspondence:

CLEAR HEIGHTS CONSTRUCTION reserves the right to adjust the price contemplated in this agreement to reflect the impact of any tariffs, duties, or similar governmental charges.

The above cost of \$275,304.00 includes a \$2,500.00 contingency for tariff related charges. If CLEAR HEIGHTS CONSTRUCTION does not incur this charge when the product crosses the border, we will credit this amount back to the city.

CLEAR HEIGHTS CONSTRUCTION reserves the right to adjust the price contemplated in this agreement to reflect the impact of any unknown below grade site conditions: i.e. large buried objects, impenetrable or poor soils, or other obstacles to normal excavation activities, etc. Such events will incur a change order.

**b. Delivery Terms:**

F.O.B. Site. All fees and permits are the responsibility of the Contractee.

**Customer responsibility:**

- 1) Surveys, geotechnical requirements, civil engineering
- 2) Level site with firm ground for manlifts & other equipment and site to be clear during installation
- 3) Main electrical feed to building with all related trenching, materials, and labor. Electrical fixtures by others.
- 4) Provide tax exemption form if applicable
- 5) Provide insurance on delivered products
- 6) Demolish existing building, saw cut and remove existing floor surfaces as needed for excavation.
- 7) Clearly mark all site utilities in area of construction

**Payment Terms:**

**Customer Payment Schedule:** 35% deposit due upon placing order, 35% upon completion of concrete, and 30% upon completion.

**CONDITION OF SALE:** The building components remain the property of CLEAR HEIGHTS CONSTRUCTION until it & associated labor & materials are completely paid for. In the event of payment default, the vendor shall have the right to enter on the premises of the purchaser and retrieve the components. 1.5% per month will be charged on all over due accounts.

Amt. of Deposit Check:	\$96,356.40	Check Number: _____	Date of Check: _____
Draw#2	\$96,356.40	Check Number: _____	Date of Check: _____
		Check Number: _____	Date of Check: _____
		Check Number: _____	Date of Check: _____
Final Check:	\$82,591.20	Check Number: _____	Date of Check: _____
	<b>\$275,304.00</b>		

- 1.)The quote above is subject to change or adjustment prior to both the buyer and seller signing their approval, and acceptance of CLEAR HEIGHTS CONSTRUCTION
- 2.)This contract is the sole expression between the parties and no other agreements, written or verbal, shall be enforceable unless initialed by both parties and attached hereto.

**d. SuperNision:**

Union Labor does not apply to the improvements described above.

e. Change Orders to be done in writing with change order form and signed by Contractor and Contractee. Any cancelled orders will be subject to a 20% restocking fee.

f. Contractee shall procure adequate insurance for the product to insure against loss. The risk of loss from any casualty, damage or loss to the product, regardless of the cause, shall be on the Contractee once the product has been delivered to the building site. Any such casualty, damage or loss to the product shall not release the Contractee from obligation under this agreement.

g. Contractee shall provide 24-hour security at site.

i. GoAlraaee sl all pro• iae Irasi. eoAlaiAer oA sile for aeeris resslilAq frnm pael aciAq aAa waste e. proasel of oar iAslallalioA aAa shall ee respoAsiele fer all eosts assoeialea ill properl: aisposiAq of same.

i. CLEAR HEIGHTS CONSTRUCTION shall provide structural load information to Contractee.

j. Contractee shall be responsible for bringing utilities to the site and for the installation/connection of heating system and all electrical systems, including lights. Connection of heating system includes all necessary inside and outside ductwork. Contractees shall have all site utilities clearly marked.

k. Contractee shall provide access to work site. CLEAR HEIGHTS CONSTRUCTION shall not be responsible for grass damage to surrounding areas around work site. Contractee is responsible to provide protection to existing surfaces if necessary as CLEAR HEIGHTS CONSTRUCTION will drive large, hydraulic wheeled vehicles. CLEAR HEIGHTS CONSTRUCTION contracted installation price is based on site survey initiated by both parties. Any changes in the site conditions will constitute a Change Order. All Change Orders will be signed by both parties before further work commences.

l. Contractee understands that CLEAR HEIGHTS CONSTRUCTION purchases the building which is the subject of this agreement from building manufacturer. Delivery of building materials is subject to the building manufacturer's schedule and production capacity. Contractee hereby waives any claim it may have against CLEAR HEIGHTS CONSTRUCTION if delivery is delayed beyond the date contemplated in this agreement, through no fault of CLEAR HEIGHTS CONSTRUCTION.

m. It is understood that the Contractee shall have no claim against CLEAR HEIGHTS CONSTRUCTION in respect of any materials supplied or work done unless such claim is made in writing to CLEAR HEIGHTS CONSTRUCTION within 12 months of completion.

In any case, the Contractee has to notify in writing within a reasonable amount of time after any failure is apparent or ought to be apparent.

CLEAR HEIGHTS CONSTRUCTION'S liability does not cover defects arising from faulty maintenance or repair carried out by a person other than Clear Heights or from alterations carried out without CLEAR HEIGHTS CONSTRUCTION consent in writing, nor does it cover normal deterioration.

**DRILLING INTO THE FRAME STRUCTURE IS STRICTLY FORBIDDEN UNLESS WRITTEN AUTHORIZATION IS RECEIVED FROM CLEAR HEIGHTS CONSTRUCTION.**

Before Contractee becomes entitled to claim liquidated damages or to reject the product CLEAR HEIGHTS CONSTRUCTION is to be given reasonable time and opportunity to rectify their performance.

**3. Miscellaneous**

Any notice required under this agreement shall be made in writing by registered mail to CLEAR HEIGHTS CONSTRUCTION and to Contractee at their respective addresses referenced above or as subsequently changed by notice duly given.

**4. Litigation**

This agreement shall be governed by the laws of the State of Michigan. The parties hereto shall attempt to settle any dispute arising out of or relation to this agreement in an amicable way.

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IN WITNESS WHEREOF CLEAR HEIGHTS CONSTRUCTION AND CONTRACTEE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED IN DUPLICATE BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS ON THE DATE OF:

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

**CLEAR HEIGHTS CONSTRUCTION, LLC.**

Signature

Jacob Dykstra

NAME

Signature

NAME

WITNESS

WITNESS



# Regular Council Agenda Item Memorandum

*Old existing building:*



*New building concept*



*Village of Lake Orion*



*Branch County Road Commission*



# Regular Council Agenda Item Memorandum

To Honorable Mayor, City Council, Sarah Moyer-Cale

Clear Heights Construction is a Michigan based Co. located in Grandville Mi and is a participating Sourcewe/1 member. This company has constructed many different size buildings within the state of Michigan and has a very good reputation. This new building will store salt more efficiently while keeping salt dry and can also be used for extra storage. This building will also create a larger opening for delivery trucks to back into which currently is very challenging for many delivery drivers. I would highly recommend this company for the construction of a new Salt storage facility for the City of Hastings.

Sincerely

Street Superintendent-Robert V. Neil



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Purchase of DO Probe from Windemuller in the amount of \$25,300**

**Meeting Date: June 23, 2025**

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## Recommended Action:

Motion to approve the purchase and service work related to DO probes from Windemuller in the amount of **\$25,300** for the wastewater treatment plant.

## Background Information:

There are currently two luminescent dissolved oxygen (LDO) probes for the six aeration basins that work in conjunction with the SCADA. Four of the aeration basins are currently in use, soon to be reduced to three. The installation of an additional probe will provide improved process control.

It is cumbersome to determine the overall viability and control of secondary treatment by relying on only two of the mixed liquor aeration basins. If one is out of service for any length time, there is only one left to continuously monitor the dissolved oxygen levels which is critical to the treatment process.

Our contracted operator Ford Hamman will be present to answer questions from the Council.

## Financial Implications:

\$40,000 has been budgeted for this expense in the current fiscal year.

## Attachments:

- Recommendation letter from Operator Ford Hamman
- Windemuller Quote



**INFRASTRUCTURE  
ALTERNATIVES, INC.**

17 June, 2025

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

## **Re: WWTF D.O. Probe Installation Proposals**

Hello Sarah:

Quotations were solicited from five firms concerning the addition of one D.O. (dissolved oxygen) Probe for the number six aeration basin and provisions for a spare probe and the necessary accoutrements for the number five aeration basin. Only two firms responded with proposals to my request. They are Windemuller and Hickey Electric.

As you can observe from the attached proposals there is a substantial difference in the price quoted by each firm for the same basic level of work to be performed. Windemuller's total price is \$25,300 and Hickey Electric's is \$52,300. Integration of the new probe(s) signal to the SCADA (supervisory control and data acquisition) is not included in either proposal.

Therefore, I recommend Windemuller's proposal be accepted based on cost, the degree of experience they possess in this type of work, as well as my experience with them on previous projects over many years. In the interest of expediency and convenience, I also suggest and recommend they be retained to perform the SCADA integration for an additional amount.

Sincerely,

**INFRASTRUCTURE ALTERNATIVES, INC.**

Ford Hamman,  
Senior Project Manager – Contract Operations



May 21, 2025

Ford Hamman  
825 West Apple Street,  
Hastings MI 49058

Dear Ford,

SUBJECT: Additional DO Probe Installation  
PROPOSAL #: EDP25-052

This proposal is for the following equipment and services:

Base work:

- Install PVC coated rigid conduit between probe locations, junction box and main DO control unit
- Provide and install One (1) DO sensor remote unit with sunshield. Remote unit can accept two DO probes.
- Provide and install One (1) 90-foot interconnection cable for between DO remote unit and main DO controller
- Provide Two (2) Probe Sensor Cables
- Provide Two (2) DO Probes
- Provide Two (2) Chain Style Probe Holders
- Provide Two (2) Swing Mount Assembly
- Provide Two (2) Rail Mounting Stands
- Install DO probe and assembly for basin 6
- Deliver spare DO probe and all accessories for Basin 5 to customer
- Connect spare PLC signal wire that is already in place between main DO control unit and PLC control panel
- PLC program modifications to accept Basin 6 DO signal
- Set up and verify PO probe functionality for basin 6

Total Cost for the above described work is: **\$23,800.00**

The following **option** is to prep basin 5 for DO probe installation. The following equipment and services:

- Provide and install new PLC signal cable from existing DO control unit back to PLC control panel for basin 5 DO signal
- Install DO mount assembly for basin 5
- PLC program modifications to accept Basin 5 DO signal
- Set up and verify DO probe functionality for basin 5

Total Cost for Basin 5 connect to PLC option: **\$1,500.00**

Total cost for base work and the basin 5 option is **\$25,300.00**.

Our proposal is based on the following:

- 1) Adding basin 5 and/or basin 6 DO signals to the SCADA system is **not** included.
- 2) For work to be performed on existing customer programs, source codes, documentation, and any other information as required to gain access to the programs are to be provided to Windemuller. All software licenses must be current unless otherwise noted.
- 3) For work to be performed using existing equipment, the equipment must be in good working order and suitable for the intended use.
- 4) Windemuller will repair or replace equipment supplied by us found to be defective for one (1) year after commissioning. Warranty work will be performed as soon as possible after notification. If it is determined that warranty issues are not the responsibility of Windemuller, all time and material may be billed at our current rates.
- 5) **Professional Courtesy and Non-Solicitation Agreement:** In exchange for the above concessions both parties, i.e. Windemuller and your company agree to not solicit each other's employees for a period of 2 years after the last date of services performed. In addition, any proprietary information or programs from both parties will not be forwarded or distributed to others.
- 6) This proposal is valid for 20 days.

Thank you for the opportunity to provide a proposal for your requirements. If you have any questions, please feel free to contact us.

Sincerely,

*Erik Penninga*

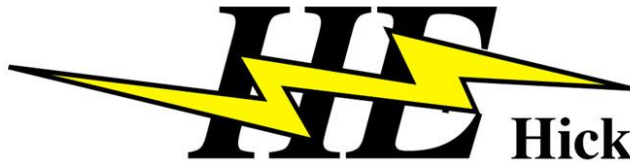
Erik Penninga  
Automation Estimator  
(616) 877.8770

Accepted By \_\_\_\_\_

Printed Name \_\_\_\_\_

Purchase Order \_\_\_\_\_

Date \_\_\_\_\_



**Hickey Electric, Inc.**

5995 Guy Rd. | Nashville MI 49073 | Phone: 517.852.0925 | Hickey-Electric.com

To: Hastings Wastewater Treatment Plant.

ATTN: Ford Hamman

From: Zane Belson

Site: Hastings Wastewater Treatment Plant

Job Quote: Q25118

Date: 5/30/25

**Bid Breakdown:**

Material and labor to install (2) provided tank monitoring control units.

(1) control unit to be installed at each of basins #5 and #6. Install stainless steel Unistrut, as needed, for unit mounting brackets and to support conduit runs. Core concrete walls as needed, and extend PVC coated rigid conduit with multi-conductor control cable from unit at each basin, back to controller at basin #4. Install chase between existing stainless-steel enclosures. Utilize existing 2" conduit from stainless enclosures to exterior of pump house control room. Install conduit body, reduce to ¾" conduit, and extend to PLC enclosure on South wall of building interior. Install cable from PLC enclosure to basin #4 controller. Terminate all low voltage cables at each basin and at PLC per customer's Control Engineer's instructions.

**\*Price expires 15 days from date of this quote.**

**Total Bid: \$ 52,300.00**

Thank You for the opportunity to quote this project.

**Zane Belson**  
***Project Estimator***  
***Hickey Electric Inc.***



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Proposed Modifications to Business Ordinances, Sections 22-1 through 22-3.**

**Meeting Date: June 23, 2025**

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## Recommended Action:

None at this time, your feedback is requested and encouraged.

## Background Information:

Staff has reviewed Sections 22-1, 22-2, and 22-3 of the municipal code regarding loading and unloading, sidewalk displays, and sidewalk café and dining platforms and is presenting suggested modifications to the text.

A part of having an interesting and attractive downtown is to increase activity and display the uniqueness of the area. This is easily done by individual businesses displaying their wares, flowerpots, dog drinking bowls, sidewalk signs, etc, outside the doors of their business. However, our ordinance currently prohibits much of this activity without council action. Staff suggests an ordinance that encourages displays outside of businesses, provided they are safe, do not obstruct pedestrian walkways, and are only displayed during business operating hours. Many of our downtown businesses are already doing this.

Another issue we wanted to address is the matter of platform dining areas. Now that there are more shared public dining areas, staff does not feel that platform dining is necessary. It is also costly to construct, which makes it a less appealing option for businesses.

## Financial Implications:

*None.*



# Regular Council Agenda Item Memorandum

## Attachments:

- Notated version of relevant ordinance sections

### Sec 22-1 Loading Or Unloading Merchandise

1. Generally. Where alleys or rear entrances exist, a person engaged in business or the sale of goods, wares or merchandise shall at all times use such alleys or rear entrances to his place of business for the loading or unloading of merchandise.
2. Use of sidewalk. No person engaged in the sale of merchandise shall use any part of the public sidewalk in front of his place of business for the unloading of goods or merchandise, except and only as such goods, wares and merchandise shall be promptly removed from the sidewalk immediately after the deposit of the same on the sidewalk. In case of emergency, ~~the mayor or the council~~ the City Manager or their designee may for some cause shown, issue a permit or order a longer time to remove the goods, wares or merchandise.
3. Municipal civil infraction. A person who violates any provision of this section is responsible for a municipal civil infraction, subject to payment of a civil fine as set forth in section 52-38. Repeat offenses under this article shall be subject to increased fines as set forth in section 52-38.

### Sec 22-2 Sidewalk Displays

1. ~~Display of wares or merchandise. No person doing business in the city shall offer for sale or display his goods, wares or merchandise, including vegetables, at his place of business, by placing his goods, wares or merchandise upon the sidewalk in front of his place of business. Temporary movable sales racks and movable sidewalk furniture (i.e., chairs and tables where patrons can sit, but where food or drink service is not provided) are permitted on the public sidewalk provided that:~~
  1. ~~Such items are associated with a permanent business operating in a building immediately adjacent to the sidewalk where the items are placed;~~
  2. ~~Such items are placed as close to the building as is reasonably possible;~~
  3. ~~A minimum of five feet of unobstructed, pedestrian access along the sidewalk is maintained;~~
  4. ~~Sales racks do not exceed one hundred fifty (150) square feet or twenty (20) linear feet of frontage and are only present in the right-of-way during business operating hours. These limitations do not apply during community events authorized by the City; and~~
  - 1.5. ~~Items are in good condition and fit the general aesthetic and character of other elements nearby.~~

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~~2. *Wares or merchandise in glass cases.* This section shall include all goods, wares and merchandise that may be enclosed in glass cases, including portable show cases, racks or other movable devices for the show or display of goods and merchandise, if placed upon the sidewalk in front of a place of business.~~

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~~3-2.~~ *Municipal civil infraction.* A person who violates any provision of this section is responsible for a municipal civil infraction, subject to payment of a civil fine as set forth in section 52-38. Repeat offenses under this article shall be subject to increased fines as set forth in section 52-38.

### Sec 22-3 Sidewalk Cafe And Dining Platform Permits

1. *Sidewalk cafes.* As used in this section, a sidewalk cafe shall be any portion of the public right-of-way that is permitted to be used by a licensed food service establishment for service of food and beverages in accordance with the provisions of this section.

~~2. *Dining platform.* As used in this section, a dining platform shall be an elevated platform permitted in any portion of the public right-of-way that is permitted to be used by a licensed food service establishment for service of food and beverages in accordance with the provisions of this section.~~

~~3-2.~~ *Permit conditions.* The city clerk may issue to an adjacent food service establishment a revocable sidewalk cafe ~~or dining platform~~ permit for not more than one calendar year, to occupy a portion of adjacent city right-of-way ~~in the area bounded by Broadway Avenue, the Thornapple River, Boltwood Street and Green Street~~ to place tables and chairs for selling and consuming food and beverages under the following terms and conditions:

1. *Prohibitions.* The occupancy must not:

1. Interfere with the use of the right-of-way for pedestrian or vehicular travel.
2. Unreasonably interfere with the view, access to, or use of property adjacent to said street.
3. Reduce the pedestrian travel area of any sidewalk to less than six feet in width. The pedestrian travel area shall not include trees, bushes, walls, parking meters, fire hydrants, tree grates, or any other fixtures permanently located in the right-of-way.

~~4.- Reduce on-street parking area within the downtown by more than two parking spaces per food service establishment on South Church Street, West State Street and East State Street or by more than one space per food service establishment on any other street.~~

~~5-4.~~ Cause damage to the street or sidewalk or to trees, benches, landscaping, or other objects lawfully located in the right-of-way.

~~6-5.~~ Cause violation of any state or local laws.

~~7-6.~~ Be principally used for off-premises advertising.

~~8-7.~~ Conceal or detract from the appearance of landscaping features in or adjacent to the street.

~~9-8.~~ Be in or adjacent to property zoned exclusively for residential purposes.

~~10-9.~~ Be attached to or reduce the effectiveness of or access to any utility, sign, or other traffic control device.

~~11-10.~~ Cause increased risk of theft or vandalism.

~~12-11.~~ Locate any cooking apparatus in any portion of the public right-of-way.

~~13-12.~~ Violate regulations adopted by the city manager pursuant to this Code.

## 2. Requirements.

1. Any improvements to be installed in the public right-of-way by a sidewalk cafe ~~or dining platform~~ shall be temporary in nature and be approved by ~~the director of public services of the city- the city manager or their designee.~~ The improvements shall be removed at the end of each season or within ten days upon notice by the city requiring removal, or upon termination of the permit. All costs and expenses of the improvements, removal of improvements, and restoration of the right-of-way shall be borne by the applicant/occupant.
2. All improvements installed pursuant to a sidewalk cafe permit ~~or dining platform~~ shall be in compliance with all building and fire code requirements prohibiting the obstruction of exits.



3. All improvements installed pursuant to a sidewalk cafe ~~or dining platform permit~~ shall be in compliance with all code requirements established by the liquor control commission as it relates to serving of alcohol.
4. All lighting in outdoor service areas shall be shielded downward and away from adjacent properties. No loudspeakers, music, or public address systems or other sound amplification equipment shall be permitted that will generate noise that can be heard from adjacent properties.
5. All sidewalk cafe areas in which alcohol is to be served ~~and all dining platforms shall be surrounded by an approved fence at least 3 feet in height; must comply with all Michigan Liquor Control Commission requirements.~~

3. *Notice.* Notice to the adjacent property owners or occupants on both sides of the applicant's property shall be required before issuing a permit to occupy any right-of-way area between the street edge of the vehicle use area of the right-of-way and the right-of-way property line. Said notice should include an enumeration of the conditions or rights provided under this section.

4. *Fee.* Prior to the issuance of a permit, a fee in the amount established by resolution of the city council shall be paid to the city clerk.

5. *Insurance.* The permittee shall show proof of and maintain comprehensive general liability insurance and worker's compensation and employer's liability insurance and have the city as an additional named insured. The amount of such insurance shall be determined by the city council.

6. *Food service establishment.* Food service establishment shall be defined in accordance with its meaning in the Public Health Code. (MCLA 333.12901)

7. *Regulations.* The city manager may adopt an executive order controlling the occupancy pursuant to a sidewalk cafe or dining platform permit.

4.3. *Duration.* Permits shall be for the period of May 1 to November 1 for the year in which ~~granted they are granted,~~ and hours of operations shall be limited to between 8:00 a.m. and 12:00 a.m.

~~5.—Display. A permit shall only be valid if displayed in a manner visible to the public.~~

**Commented [SM1]:** Staff questions if this is necessary or helpful.

**Commented [SM2]:** Is there interest in expanding this so that it starts as early as April 1?

6-4. Hold harmless. To the fullest extent permitted by law, the licensee agrees to defend, pay in behalf of, and hold harmless the city, its elected and appointed officials, employees and volunteers, and others working in behalf of the city against any and all claims, demands, suits, losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the city, its elected and appointed officials, employees, volunteers or others working on behalf of the city, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use therefore which arises out of or is in any way connected or associated with this permit.

7-5. Permit revocation. Any permit may be revoked by the city manager upon a finding that the occupancy does not meet the standards of this Code, any other provisions of this Code, or other applicable law or regulation, or that the right-of-way is needed for other street or utility purposes. ~~Upon such revocation, the fee paid for any period after termination of the street occupancy shall be refunded.~~

8-6. Appeal. Persons who are refused a permit or have had their permit revoked may request in writing a hearing on that determination before the city manager. The decision of the manager may be appealed to the city council. Requests for a hearing or an appeal must be made within five days of the ~~questioned decision: permit revocation.~~

9-7. Appearance tickets. The police chief and the appointed officers of the police department or such other officials as are designated by the city manager, are hereby authorized to issue and serve appearance tickets with respect to a violation of this chapter. Appearance tickets shall be in such form as determined by the city attorney and shall be in conformity with all statutory requirements.



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Draft Paid Parental Leave Policy**

**Meeting Date: June 23, 2025**

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Recommended Action:

None at this time, for review only.

Background Information:

The City Council previously requested a draft paid parental leave policy to consider. A first draft is enclosed for your review and discussion.

Financial Implications:

The draft allows for up to four weeks of paid time off for birth or adoption. This would be a new benefit that is unbudgeted.

Attachments:

- Draft Paid Parental Leave Policy

Paid Parental Leave Policy  
Administrative Policy and Procedure Order

**SUBJECT:** Paid Parental Leave Policy

**PURPOSE:** The purpose of the Paid Parental Leave Policy is to afford eligible, full-time employees with maternal care and parental bonding time with their newly born or adopted child without loss of wages for the defined leave term. The Paid Parental Leave Policy is intended as a supplement to and be coordinated under the City's existing FMLA policy, as amended.

**STATEMENT OF POLICY:**

**I. ELIGIBILITY**

Permanent, full-time employees of the City for at least twelve (12) months and who work thirty-five or more hours per week are eligible for Paid Parental Leave Benefits in accordance with this policy.

Paid Parental Leave Benefits will only be available once in a twelve-month period calculated from the exact date of birth of an eligible City employee's child or from the exact date on which physical custody of a minor child is transferred to an eligible City employee pursuant to an adoption agreement.

If an eligible City employee gives birth to multiple children in a single pregnancy or simultaneously adopts multiple children, such events will be considered a single qualifying event entitling the City employee to Parental Leave Benefits.

Serving as a surrogate mother, sperm donor, or foster parent does not qualify for Paid Parental Leave Benefits. A voluntary or involuntary loss of custody of a newborn will terminate the Parental Leave Benefits leave term as of the date physical custody is lost.

To be eligible, a city employee must comply with all requirements of this Policy.

**II. REQUIREMENTS**

An eligible City employee shall provide at least thirty days' written notice to his/her department director and to the City Manager. This notice period may be shortened by the City Manager based on extenuating circumstances beyond the city employee's control.

All Parental Leave Benefits notices will be reviewed for potential Family and Medical Leave Policy guidelines for the employees of the City of Hastings.

An eligible City employee shall provide proof of the exact date of birth or exact date of taking physical custody of a minor child pursuant to an adoption agreement within 15 calendar days after the Effective Date as provided below.

### III. EFFECTIVE DATE

Eligibility for Parental Leave Benefits shall begin on the exact date of birth of an eligible City employee's child or on the exact date on which physical custody of a minor child is transferred to the City employee through an adoption agreement.

### IV. PARENTAL LEAVE BENEFITS

Paid Parental Leave Benefits are available to eligible City employees who are either the birthing mother, non-birthing parent, or adoptive parent of a child. Eligible employees shall be entitled to four (4) weeks of Paid Parental Leave starting from the Effective Date.

#### Rules for Administering Parental Leave Benefits

A. The Parental Leave Benefits leave term will run concurrent with FMLA leave terms. After expiration of the applicable Parental Leave Benefits leave term, an eligible City employee is eligible for any remaining benefits provided for under FMLA or Short-Term Disability; provided, the eligible City employee satisfies all applicable requirements. Under no circumstances shall an eligible City employee utilize the Parental Leave Benefit leave term to extend the terms of FMLA or Short-Term Disability for the same qualifying birth or adoption.

B. Parental Leave Benefits must be utilized by an eligible City employee commencing immediately following the Effective Date and cannot be used intermittently.

C. The Parental Leave Benefits will be calculated using the eligible City employee's base salary and normal work week.

D. Employees on Parental Leave Benefits leave are not eligible for overtime pay because they are not actually working, except as may otherwise be provided in the respective collective bargaining agreements.

E. Should a paid holiday fall within the Parental Leave Benefits leave term, the holiday will not be paid to the eligible City employee in lieu of the Parental Leave Benefits. An eligible City employee shall not be able to utilize other accrued leave time to extend the leave term for Parental Leave Benefits.

F. Eligible City employees who elect to work alternative employment during the leave term are ineligible for Parental Leave Benefits.

G. During the Parental Leave Benefits leave term, an eligible City employee is also eligible to accrue seniority and all other forms of leave time in accordance with the applicable collective bargaining agreement and personnel policy. Parental Leave Benefits shall not result in the loss of any employment benefit provided by collective bargaining agreement, provided the eligible City employee is meeting his or her obligations to qualify therefore.

H. A City employee is not eligible for unemployment benefits during the Parental Leave Benefits leave term because there is no wage loss and employment is readily available but for the employee's voluntary choice to receive Parental Leave Benefits.

The City Manager reserves the right to amend or suspend this policy, or any portion thereof, at any time.

EFFECTIVE DATE:

APPROVAL:



# Hastings City Police

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



12.A

Dale Boulter  
Chief of Police

Julissa Kelly  
Deputy Chief

## **Hastings Police Department Council report for the month of May 2025**

### **Staffing**

Employed Recruit Devon Chojnacki has completed his training of the basic police academy and has successfully passed the state exam. Ofc. Chojnacki has reported for duty and was sworn in as a police officer on June 6<sup>th</sup> and been assigned to training officer Sgt. Pickett for the first phase of his training. Ofc. Chojnacki will experience several different exposures to different shifts and training officers throughout the next few months.

As reported last month, we have decided on one individual to sponsor for the upcoming academy. Brennan Sensiba has been chosen to become our next Employed Recruit for the upcoming academy. Brennan is the son of former Officer Josh Sensiba, so he is not a stranger to the city or our police department.

Ofc. Wesseling returned to work and has completed the required refresh training. Ofc. Wesseling will be returning to her normal day shift position prior to my next report.

### **STATS**

The past month, officers responded to 507 calls for service, with a total of 22 arrests, 16 traffic accidents, and 2 non-traffic accidents. Officers issued a total of 50 citations, 23 being moving violations, 27 being non-moving violations. Officers conducted a total of 150 traffic stops for the month of May.

### **RESERVE OFFICERS**

The Reserve Department contributed 59 hours for the month of May. Thank you to the Reserve Department Kyle Herring and Steve Wales for their help and participation with the Hazardous Household Waste Take Back.

**TRAINING:**

Training continues to be a top priority for our department. Officers have all completed the annual decision making/stress shoot.

Three officers attended Beyond the Basics of FTO (Field Training Officer)

**SCHOOL CROSSING GUARDS**

I wanted to take this opportunity to thank each of our school crossing guards. Sandy Rogers, Rose Hendershot, Criag Wolf, Leo Parker, and Pam Parker have been dedicated to the safety of our children morning and afternoon. Thank you to each one of you for continuing to keep our school crossing safe. We appreciate the dedication each one of you has to your position. Enjoy your time off and we will see you soon!

**We are also accepting applications for crossing guards as one position is currently open. The position open is Michigan Ave at Grant St. Contact the Hastings Police Department for details and application.**

**UPCOMING EVENTS**

Barry County First Responders Day Out July 12<sup>th</sup>

**Code Compliance report**

Report attached

Respectfully submitted,

Dale Boulter

Chief of Police



# **HASTINGS CITY COUNCIL MONTHLY REPORT MONTH OF May 2025**

**From Hastings Police Department**

**Chief Dale Boulter**

**Total Complaints: 507**

**Total Arrests: 22**

**Adults: 11** Child endangerment-1, OWI-3, Health & Safety-1, Super Drunk OUI-1, Open container-1, A&B-1, Poss. Of Meth-1, Sex Offence-1, Immigration-1.

**Juveniles: 0.**

**Arrests Warrants for other Departments: 11** Obstructing justice-11.

**Traffic Summary:**

**Traffic Accidents: 16**

Property Damage: **14** Injuries: **2** Fatal: **0** Non-Traffic: **2.**

**Tickets Issued: 50**

Moving Violations Issued: **23**

Non-Moving Violations: **27**

## POLICE VEHICLES

TOTAL MILES: **5,890**

TOTAL GALLONS OF FUEL USED: **593.7**

<u>VEHICLE</u>	<u>MILAGE</u>	<u>VEHICLE</u>	<u>MILAGE</u>
<u>41/2020 FORD</u>	<u>66,161</u>	<u>45/2018 FORD</u>	<u>46,630</u>
<u>42/2021 FORD</u>	<u>65,505</u>	<u>46/2022 FORD</u>	<u>48,578</u>
<u>43/2023 FORD</u>	<u>17,137</u>	<u>47/2023 FORD</u>	<u>22,399</u>
<u>44/2024 FORD</u>	<u>3,039</u>	<u>48/2016 FORD</u>	<u>94,467</u>
		<u>49/2015 FORD</u>	<u>21,778</u>

### ADDITIONAL INFORMATION:

The Hastings Police Reserve officers worked a total of **59** hours for the month.

<u>CLASSIFICATION</u>	<u>CURRENT MONTH</u>	<u>PREVIOUS YEAR</u>	<u>YTD CURRENT</u>	<u>YTD PREVIOUS</u>	<u>YTD COMPARED</u>
FATAL ACCIDENTS	0	0	0	0	0
INJURY ACCIDENTS	2	6	11	15	-4
P D ACCIDENTS	16	11	59	41	+18
NON-TRAFFIC	2	3	22	12	+10
SPEEDING	9	10	43	28	+15
OTHER HAZARDOUS	14	18	50	47	+3
NON-HAZARDOUS	27	11	72	53	+19
PARKING	0	3	173	91	+82
<u>TOTAL</u>	70	62	430	287	+143

City of Hastings  
Code Compliance Officer  
May 2025 Activity Report



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



**City of Hastings**  
**Investments & Deposits Status Report as of May 31, 2025**

12.B

<b>Institution</b>	<b>Account Description</b>	<b>Balance</b>	<b>Interest Rate</b>
<b>Flagstar</b>	Common Cash (Primary Checking)	\$ 634,740.81	0.43%
	Payroll	\$ 1,746.49	0.45%
	*Savings	\$ 2,906,697.13	3.40%
	**Tax Collection	\$ 2,891.96	N/A
	<b>Total</b>	<b>\$ 3,546,076.39</b>	
<i>*Includes proceeds from DDA/Streetscape Bonds</i>			
<i>** Includes funds collected on behalf of other governmental agencies</i>			
<b>Highpoint</b>	Common Cash	\$ 48,218.81	N/A
	Drug Enforcement	\$ 18,211.94	N/A
	Library PayPal	\$ 500.00	N/A
	*Tax Collection	\$ -	N/A
	<b>Total</b>	<b>\$ 66,930.75</b>	
<i>* Includes funds collected on behalf of other governmental agencies</i>			
<b>Michigan CLASS</b>	General Fund (Pooled)	\$ 6,586,208.26	4.3723%
	Water & Sewer	\$ 605,204.65	4.3723%
	Equipment Fund	\$ 307,389.80	4.3723%
	<b>Total</b>	<b>\$ 7,498,802.71</b>	
<b>American Dep Mgmt Co</b>	Money Market Account	\$ 3,988,068.81	4.22%
	3-Month Certificates of Deposit	\$ -	N/A
	6-Month Certificates of Deposit	\$ -	N/A
	<b>Total</b>	<b>\$ 3,988,068.81</b>	
<b>Total, All Investments &amp; Deposits</b>		<b>\$ 15,099,878.66</b>	

<b>Institution</b>	<b>Balance</b>	<b>% of Total</b>
Flagstar	\$ 3,546,076.39	23.5%
Highpoint	\$ 66,930.75	0.4%
Michigan CLASS	\$ 7,498,802.71	49.7%
American Dep Mgmt Co	\$ 3,988,068.81	26.4%
<b>Total</b>	<b>\$ 15,099,878.66</b>	

<b>Type of Investment or Deposit</b>	<b>Balance</b>	<b>% of Total</b>
Interest	\$ 15,030,055.95	99.5%
Non-Interest	\$ 69,822.71	0.5%
<b>Total</b>	<b>\$ 15,099,878.66</b>	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2025

THIS YEAR FISCAL YTD 31-MAY-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAY-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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### FUND 101 - GENERAL FUND

#### REVENUE

TAXES	3,621,122.45	3,638,300	100.00%	3,465,070.03	3,463,000	100.00%
SPECIAL ASSESSMENTS	43,221.00	32,500	133.00%	27,658.86	43,650	63.00%
LICENSES & PERMITS	28,770.07	19,250	149.00%	28,299.30	21,175	134.00%
FEDERAL REVENUES	.00	236,216	0.00%	535,133.00	768,199	70.00%
STATE SHARED REVENUES	1,099,073.84	1,139,391	96.00%	1,084,796.49	1,398,813	78.00%
INTERGOVERNMENTAL REVENUES	948,017.45	923,228	103.00%	407,362.97	868,416	47.00%
CHARGES FOR SERVICES	595,966.51	668,100	89.00%	25,362.12	615,950	4.00%
FINES & FORFEITURES	12,895.54	8,500	152.00%	12,616.80	7,000	180.00%
INTEREST AND RENTALS	351,405.42	335,400	105.00%	411,324.09	209,000	197.00%
OTHER REVENUE	217,067.26	451,300	48.00%	348,187.34	30,500	1142.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%

TOTAL REVENUE & INCOMING TRANSFERS	6,917,539.54	7,452,185	93.00%	6,345,811.00	7,425,703	85.00%
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#### EXPENDITURES

CITY COUNCIL	68,732.67	82,326	83.00%	53,285.87	74,001	72.00%
MAYOR	13,080.85	14,811	88.00%	14,224.94	14,752	96.00%
CITY MANAGER	177,283.83	192,810	92.00%	178,105.02	183,080	97.00%
FINANCE DEPARTMENT	330,962.54	396,945	83.00%	341,159.03	313,745	109.00%
CLERK	108,243.77	117,396	92.00%	98,408.37	118,397	83.00%
INFORMATION TECHNOLOGY	225,354.31	244,000	92.00%	203,350.08	244,000	83.00%
BOARD OF REVIEW	2,769.02	2,512	110.00%	2,016.04	2,862	70.00%
TREASURER	77,269.52	83,928	92.00%	70,315.06	78,808	89.00%
ASSESSOR	136,543.35	171,282	80.00%	131,004.53	162,581	81.00%
ELECTIONS	31,437.31	56,368	56.00%	30,818.98	64,277	48.00%
CITY HALL & GROUNDS	119,225.30	158,950	75.00%	148,884.87	187,500	79.00%
LEGAL AND AUDIT	51,439.00	70,000	73.00%	35,583.00	70,000	51.00%
OTHER GENERAL GOVERNMENT	841,353.74	588,415	143.00%	277,579.71	753,387	37.00%
POLICE	1,705,935.40	2,099,689	81.00%	1,713,095.75	2,005,929	85.00%
CODE COMPLIANCE	41,042.26	50,962	81.00%	33,671.15	50,171	67.00%
FIRE DEPARTMENT	453,707.75	524,545	86.00%	1,087,825.52	1,057,797	103.00%
INSPECTIONS	172,675.01	100,000	173.00%	98,306.00	55,000	179.00%
DEPT OF PUBLIC SERVICE ADMIN	116,660.57	159,240	73.00%	146,186.62	182,683	80.00%
PARKING LOTS - NON SAD	10,749.90	23,000	47.00%	8,371.14	19,750	42.00%
PARKING LOTS - SAD	18,628.76	267,500	7.00%	35,873.74	234,000	15.00%
STREET LIGHTING	101,343.55	99,500	102.00%	88,927.00	102,500	87.00%
COMMUNITY SERVICES	212,551.82	300,355	71.00%	189,959.59	162,085	117.00%
BROWNFIELD GRANT	.00	0	0.00%	.00	0	0.00%
PLANNING AND ZONING	9,518.01	18,685	51.00%	6,475.68	18,285	35.00%
JOINT PLANNING & ZONING	37.50	400	9.00%	77.50	550	14.00%
COMMUNITY & ECONOMIC DEVELOPMNT	134,355.93	143,143	94.00%	115,904.37	141,500	82.00%

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2025

THIS YEAR FISCAL YTD YTD ACTUAL	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAY-24	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET
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### *FUND 101 - GENERAL FUND*

COMMUNITY DEVELOPMENT GRANTS	61,536.50	65,100	95.00%	71,197.00	75,100	95.00%
CABLE ACCESS	11,902.97	13,776	86.00%	8,462.69	13,457	63.00%
PARKS AND RECREATION	308,852.09	1,344,325	23.00%	184,991.37	977,657	19.00%
ARTS AND CULTURAL ACTIVITIES	70,304.21	81,526	86.00%	83,370.20	80,400	104.00%
OTHER FINANCING USES	549,696.00	549,696	100.00%	356,449.00	316,449	113.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	6,163,193.44	8,021,185	77.00%	5,813,879.82	7,760,703	75.00%
NET REVENUE OVER EXPENDITURES	754,346.10	( 569,000)		531,931.18	( 335,000)	



# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2025

THIS YEAR FISCAL YTD 31-MAY-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAY-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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### FUND 202 - MAJOR STREETS

REVENUES	769,008.23	1,235,556	62.00%	747,332.77	1,045,218	72.00%
INCOMING TRANSFERS	225,000.00	225,000	100.00%	.00	0	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	994,008.23	1,460,556	68.00%	747,332.77	1,045,218	72.00%
EXPENDITURES	491,776.86	1,593,169	31.00%	452,996.90	1,097,335	41.00%
OUTGOING TRANSFERS	.00	150,000	0.00%	150,000.00	150,000	100.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	491,776.86	1,743,169	28.00%	602,996.90	1,247,335	48.00%
NET REVENUE OVER EXPENDITURES	502,231.37	( 282,613)		144,335.87	( 202,117)	

### FUND 203 - LOCAL STREETS

REVENUES	307,760.56	373,772	82.00%	296,160.09	351,008	84.00%
INCOMING TRANSFERS	150,000.00	300,000	50.00%	300,000.00	300,000	100.00%
TOTAL REVENUE & INCOMING TRANSFERS	457,760.56	673,772	68.00%	596,160.09	651,008	92.00%
EXPENDITURES	498,559.12	721,691	69.00%	429,574.89	733,661	59.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	498,559.12	721,691	69.00%	429,574.89	733,661	59.00%
NET REVENUE OVER EXPENDITURES	( 40,798.56)	( 47,919)		166,585.20	( 82,653)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2025

	THIS YEAR FISCAL YTD 31-MAY-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAY-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<i>FUND 209 - CEMETERY FUND</i>						
REVENUES	235,021.83	273,779	86.00%	246,700.48	244,780	101.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	235,021.83	273,779	86.00%	246,700.48	244,780	101.00%
EXPENDITURES	241,561.72	312,362	77.00%	147,608.29	279,100	53.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	241,561.72	312,362	77.00%	147,608.29	279,100	53.00%
NET REVENUE OVER EXPENDITURES	( 6,539.89)	( 38,583)		99,092.19	( 34,320)	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2025

	THIS YEAR FISCAL YTD 31-MAY-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAY-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<i>FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY</i>						
REVENUES	1,081,484.14	807,950	134.00%	3,556,357.16	3,463,990	103.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	1,081,484.14	807,950	134.00%	3,556,357.16	3,463,990	103.00%
EXPENDITURES	1,771,230.30	883,391	201.00%	1,964,763.48	3,745,207	52.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	1,771,230.30	883,391	201.00%	1,964,763.48	3,745,207	52.00%
NET REVENUE OVER EXPENDITURES	( 689,746.16)	( 75,441)		1,591,593.68	( 281,217)	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2025

THIS YEAR FISCAL YTD 31-MAY-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAY-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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### FUND 265 - DRUG ENFORCEMENT

REVENUES	30.00	2,500	1.00%	911.00	2,800	33.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	30.00	2,500	1.00%	911.00	2,800	33.00%
EXPENDITURES	3,625.00	5,600	65.00%	2,365.00	5,600	42.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	3,625.00	5,600	65.00%	2,365.00	5,600	42.00%
NET REVENUE OVER EXPENDITURES	( 3,595.00)	( 3,100)		( 1,454.00)	( 2,800)	

### FUND 266 - POLICE TRAINING

REVENUES	1,606.55	3,400	47.00%	1,708.48	2,950	58.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	1,606.55	3,400	47.00%	1,708.48	2,950	58.00%
EXPENDITURES	2,872.11	4,900	59.00%	1,857.48	4,600	40.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	2,872.11	4,900	59.00%	1,857.48	4,600	40.00%
NET REVENUE OVER EXPENDITURES	( 1,265.56)	( 1,500)		( 149.00)	( 1,650)	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2025

	THIS YEAR FISCAL YTD 31-MAY-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAY-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<b>FUND 271 - LIBRARY FUND</b>						
<b>OPERATIONS</b>						
OPERATING REVENUES	750,089.58	673,516	111.00%	1,514,907.28	1,373,449	110.00%
OPERATING INCOMING TRANSFERS						
TOTAL OPERATING REV & IN TRNSFRS	750,089.58	673,516	111.00%	1,514,907.28	1,373,449	110.00%
OPERATING EXPENDITURES	658,277.89	656,799	100.00%	1,504,932.65	1,708,154	88.00%
OPERATING OUTGOING TRANSFERS						
TOTAL OPERATING EXP & OUT TRNSFRS	658,277.89	656,799	100.00%	1,504,932.65	1,708,154	88.00%
NET OPERATING REV OVER EXP	91,811.69	16,717		9,974.63	( 334,705)	
<b>CAPITAL IMPROVEMENTS</b>						
CAP IMPRVMT EXPENDITURES	.00	0	0.00%	.00	0	0.00%
CAP IMPRVMT OUTGOING TRANSFERS						
TOTAL CAP IMPRVMT EXP & OUT TRNSFRS	.00	0	0.00%	.00	0	0.00%
NET CAP IMPRVMT REV OVER EXP	.00	0		.00	0	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2025

	THIS YEAR FISCAL YTD 31-MAY-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAY-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<i>FUND 592 - WATER &amp; SEWER FUND</i>						
REVENUES	4,533,472.89	4,900,690	93.00%	4,166,718.29	4,347,620	96.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	4,533,472.89	4,900,690	93.00%	4,166,718.29	4,347,620	96.00%
EXPENDITURES	3,200,436.56	4,632,941	69.00%	3,045,751.73	4,106,072	74.00%
OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	3,200,436.56	4,632,941	69.00%	3,045,751.73	4,106,072	74.00%
NET REVENUE OVER EXPENDITURES	1,333,036.33	267,749		1,120,966.56	241,548	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2025

	THIS YEAR FISCAL YTD 31-MAY-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAY-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<i>FUND 661 - EQUIPMENT REVOLVING FUND</i>						
REVENUES	657,777.61	908,000	72.00%	667,563.98	939,500	71.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	657,777.61	908,000	72.00%	667,563.98	939,500	71.00%
EXPENDITURES	551,387.65	626,963	88.00%	387,645.29	510,592	76.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	551,387.65	626,963	88.00%	387,645.29	510,592	76.00%
NET REVENUE OVER EXPENDITURES	106,389.96	281,037		279,918.69	428,908	



## Hastings City Council Memorandum

**Date:** June 19, 2025  
**To:** Honorable Mayor Tossava & Members of the Hastings City Council  
**From:** Dan King, Community Development Director  
**Subject:** June Community Development Department Report

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

### Meadowstone Apartments

Construction continues on three of the additional five apartment buildings for Meadowstone Apartments on Barfield Drive. Early indications reflect the buildings will be prepared for occupancy in October.





## **Hastings Riverwalk Lofts**

CopperRock Construction will be hosting a project celebration at 11:00 AM on Tuesday, July 1<sup>st</sup> at 420 E. Mill. This project has been years in the making and has involved many stakeholders committed to bringing additional housing options to the City of Hastings. The project will include a commercial component that will create additional benefits to residents and visitors.



## **1000 Enterprise Drive**

The property owner, Chad Stora, is in the process of constructing two 60' x 240 warehouse/storage facility buildings that will be separated by units to house space for trades such as plumbing, mechanical, construction, and other similar entities.



## **Barry County Fair**

The 172<sup>nd</sup> annual Barry County Fair will be held July 14<sup>th</sup> through July 19<sup>th</sup>. The City of Hastings, in partnership with the Village of Middleville and Thornapple Township, share a booth in the Expo Center. Each municipality enlists volunteer support from various boards and commissions to occupy the booth, have promotional material available, and answer questions.

The fair booth volunteer signup link has been shared with City boards and commissions. In case you missed it, here is the link [2025 Barry county fair sign up](#)

## **Upcoming Events**

Block Party Street Dance July 12

Barry County Fair July 14-19

Summerfest August 22-24

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





To: The City Council

From: Robert Neil, Street Superintendent

Subject: May monthly report

Meeting Date: June 23<sup>rd</sup>, 2025

Projects:

- Lead service asphalt patching
- Misc road repairs
- Fire Hydrant at N. Boltwood and E. Colfax has been replaced and in working condition
- Hydrant Flushing was completed with a total of 3 hydrants that need to be replaced.
- 10-Catch basins repaired 2- manholes
- Sidewalk and concrete replacement
- Crack Sealing has begun
- Compost facility is open
- Salt storage building
- Sweeping
- Root cutting program has started and should be finishing during the week June 23<sup>rd</sup>

Rob Neil- Street Superintendent

## Catch Basin repair and manhole repairs

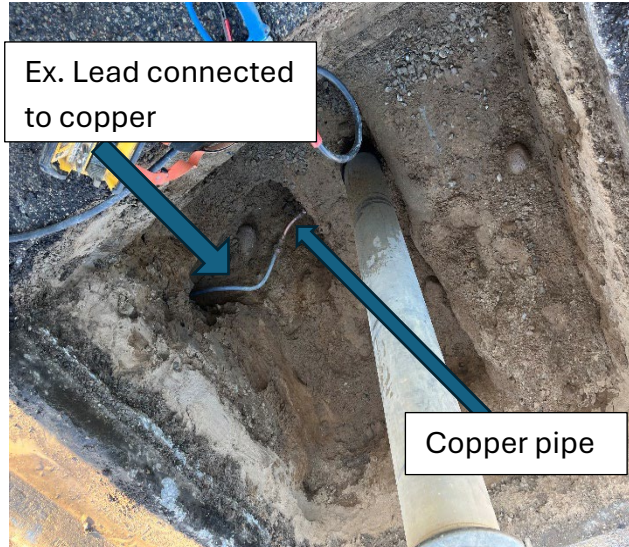
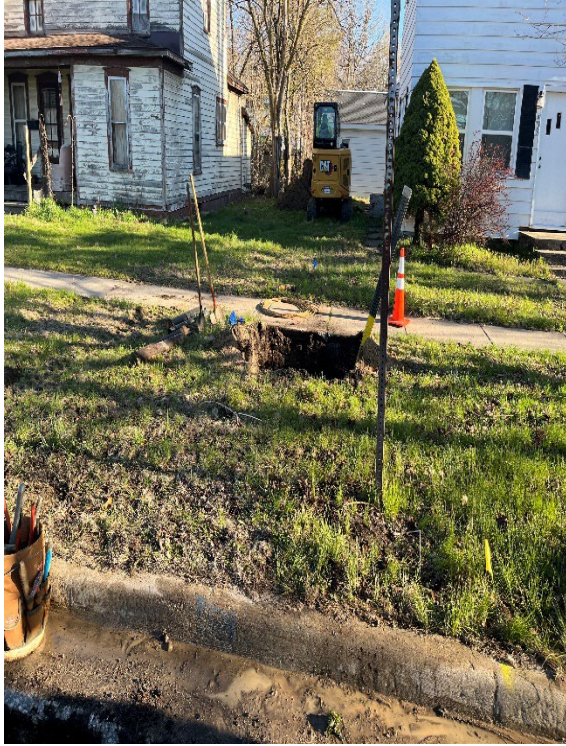


This is just one example of a manhole repair that was needed at the intersection of E. Center St. and S. East St. this manhole required a partial rebuild of the 5 top rows of block.

Rob Neil- Street Superintendent



Hastings DPS crews have been continuing with Lead Service Replacement and have been very busy. During the Fall of 2024 crew began with the replacement program, between Aug 2024 thru May 2025 approx. 100 services have been completed. This project will be continuing long term



Rob Neil- Street Superintendent





Shaun Hollars  
2016

Bret Miller  
2017

Zach Duits  
2017

Drew Gleeson  
2022



Justin Tibble  
2023

Robert Nino  
2023

Kodee Thompson  
2024



Chuck Tefft  
2015

Darin Dawes  
2009

Rick Argo JR.  
2008

Meet the Employees

## Woodlawn Ave



Woodlawn Ave Paving was completed on Friday June 13<sup>th</sup>



Fish Hatchery Bathroom is progressing with the possible completion August





# CITY OF HASTINGS

## PLANNING COMMISSION MEETING MINUTES

### May 5, 2025

The meeting was called to order at 7:00 p.m. by Chairperson Hatfield with the following Commissioners present: Scott Darling, Chelsey Foster, David Hatfield, Nichole Lyke, Bill Mattson, Jacquie McLean, Sarah Moyer-Cale, and Dave Tossava. Student member Meredith Ansorge was also present.  
Absent: Levi Bolthouse

#### Call to Order

Also present: Planning Consultant Rebecca Harvey.

It was MOVED by McLean and SECONDED by Foster to approve the agenda as presented. All members present voting yes; motion carried.

#### Approval of the Agenda

It was MOVED by Mattson and SECONDED by Foster that the proposed minutes of the Regular Meeting of March 3, 2025 be approved with the correction of the spelling of Mattson's name. All members present voting yes; motion carried.

#### Approval of the Minutes

None.

#### Informative Items:

Applicant Terry Dennison presented an overview of the request and his vision for the museum. Harvey presented her staff report regarding the special land use application and noted several areas in which compliance with the ordinance could not be determined due to a lack of information. The public comment portion of the hearing was opened at 7:09 p.m. No comments were received, and the public comment period closed at 7:09 p.m.

#### Public Hearing: SLU for "Off Broadway" museum at 220 W Colfax

Discussion was held by the commission regarding the merits of the application and whether or not there was sufficient documentation to make a decision.

#### New Business: PUD plan for Bachman Fields, 900 Bachman Rd

It was MOVED by Foster and SECONDED by Tossava to approve the special land use and site plan for 220 W Colfax contingent upon the applicant's submittal of a revised site plan with complete, required information that conforms to the zoning ordinance.

Voting yes: Foster, Hatfield, Lyke, Mattson, Moyer-Cale, Tossava  
Voting no: Darling, McLean  
Absent: Bolthouse  
Motion Carried.

#### Old Business JPA/JPC Update

Moyer-Cale reported that the JPA held a brief meeting and JPC will meet next month.

#### Work Task List

No changes to the work task list were noted.

#### Tracking Terms and Conditions

None noted.

#### Public Comment

No public comment was received.

None.

McLean commented that applicants need to submit complete information with their requests to be properly reviewed by the Planning Commission and make better use of staff resources.

It was MOVED by Mattson and SECONDED by McLean to adjourn the meeting. All members present voting yes; motion carried. The meeting was adjourned at 7:38 p.m.

Respectfully submitted,

Sarah Moyer-Cale,  
Secretary

#### **Staff Comments**

#### **Commission Comments**

#### **Adjournment**

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

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**Riverside Cemetery Preservation Advisory Board Meeting Minutes  
June 11, 2025**

1. Call to Order: Meeting started at the Memorial Space in Riverside Cemetery at 3pm. Then reconvened at City Hall at 3:50pm
2. Roll Call: Present; Buehl, Coleman, Tossava. Joined at City Hall Perin. Absent; Watson, Gettys, and Neil
3. Pledge of Allegiance.
4. Approval of the Agenda.

Motion by Tossava and supported by Coleman to approve the Agenda for the Riverside Cemetery Preservation Advisory Board for June 11, 2025. All ayes, motion carried.

5. Approval of the Minutes of the meeting of May 14, 2025.

Motion by Tossava and supported by Coleman to approve the minutes from May 14, 2025, of the Riverside Cemetery Preservation Advisory Board meeting. All ayes, motion carried.

6. Public comment and communications.

None

7. Sexton Update

Josh was present to give the update. All recent storm debris has been cleaned up. Foundation repairs are in progress.

8. Unfinished Business.

A. Discuss the Memorial Space possible Flagpole.

Discussion was held and Josh will provide a quote for the work and materials to install a flagpole on the east side of the memorial space.

B. Discuss the Memorial Space Phase II

Discussion to move talks of Phase II to later in the summer.

C. Chapel progress.

Work is to be completed next week on the chapel, and we will have a progress report for the next meeting.

D. Fence replacement progress.

Discussion was held and Josh will also provide a quote on labor and materials to fix and replace with a cable type fence.

E. Location of the proposed new burial sections.

Josh made an estimation of being able to clear space for 200 plots just North of the memorial space and 800 plots just west of the memorial space. 100 cremains plots can be added to the at the intersection of W State Rd and Country Club Dr. Josh will provide a quote to be given to the City Manager and City Council for approval.

9. New Business

A. Barry Community Foundation (BCF) Funds Report for May 2025.

B. City Cemetery Fund FY 24-25 Revenues and Expenditures through May 2025.

Motion by Coleman and supported by Tossava to accept the financial reports as presented. All ayes, motion carried.

C. Discuss going to quarterly meetings.

Discussed setting the next meeting date at each meeting giving the option to skip months when there is little to be put on the agenda.

10. Board member comments.

Positive comments were made on the productive meeting.

11. Public Comment.

None

12. Adjourn:

Motion by Tossava and supported by Perin to adjourn meeting at 4:35 PM. Next meeting will be July 9, 2025

#### 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.