



City of *Hastings* Michigan

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

201 E. State Street 49058

Regular Council Meeting
July 28, 2025
Executive Summary

Item #	Summary
9A-C	<p>Description: Items for Action by Unanimous Consent</p> <p>Recommended Action: Motion to approve the consent agenda as presented.</p>
10A	<p>Description: Second Reading and Adoption of Ordinance 631 – Amendments to Chapter 22, Article 22-I</p> <p>Recommended Action: Motion to adopt Ordinance 631, amending Chapter 22, Article 22-I, Sections 22-1, 22-2, and 22-3 of the Hastings Code to regulate loading, sidewalk displays, and sidewalk cafes in the City of Hastings.</p>
10B	<p>Description: Resolution 2025-20 – Poverty Tax Reduction</p> <p>Recommended Action: Motion to adopt Resolution 2025-20 to amend the poverty tax reduction guidelines for the Board of Review of the City of Hastings.</p>
10C	<p>Description: Resolution 2025-21 – Sidewalk Sales</p> <p>Recommended Action: Motion to approve, under direction of staff, the Hastings Business Connection to hold Sidewalk Sales on Friday, August 15 and Saturday, August 16, 2025, and stay Ordinance in Article 22-I, Section 22-2, by adopting Resolution 2025-21.</p>



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Item #	Summary
10D	<p>Description: Barry-Eaton District Health Department – Breastfeeding Walk</p> <p>Recommended Action: Motion to approve, under the direction of staff, Barry-Eaton District Health Department request to hold the Maternal and Child Wellness event in Tyden Park from 9:00 AM until 12:00 PM on Tuesday August 5, 2025.</p>
10E	<p>Description: Hastings Business Connection – Rock the Block Street Dance Request</p> <p>Recommended Action: Motion to approve, under the direction of staff, the request from the Hastings Business Connection (HBC) to amend the location of the previously approved Saturday, August 9, 2025, Rock the Block Street Party Dance from State Street between Church and Jefferson to Jefferson between State and Court Street. The event timeframe on Saturday August 9th will remain the same from 6:00 PM until 10:00 PM as will the request for the Council to consent to the street closure on Jefferson Street between State and Court Streets.</p>
10F	<p>Description: STOMP 2025 Walk-A-Thon Fundraiser</p> <p>Recommended Action: Motion to approve the Central Elementary PTO to accept donations and free will offerings during the STOMP 2025 Walk-A-Thon Fundraiser on Tuesday, September 16, 2025, from 8:00 AM to 3:00 PM.</p>



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201 E. State Street 49058

Item #	Summary
10G	<p>Description: Youth Advisory Council Roofsit</p> <p>Recommended Action: Motion to approve the Youth Advisory Council to accept donations and free will offerings during the Youth Advisory Council Roofsit on Saturday, October 18, 2025, from 9:00 AM to 11:30 AM, at the intersection of State and Jefferson.</p>
10H	<p>Description: Purchase of Six ImageCast Precinct 2 In-Person Voting Tabulators</p> <p>Recommended Action: Motion to approve the purchase of six (6) ImageCast Precinct 2 (ICP2) in-person voting kits (tabulators) from Election Source/Dominion Voting to replace the current units, which have reached or exceeded the end of their useful service life, which is five years, in the amount of \$33,558.</p>
10I	<p>Description: 800 MHz Replacement Radios</p> <p>Recommended Action: Motion to approve the purchase of two (2) 800 MHz radios from C-Comm Communications of Kalamazoo for \$10,056.48.</p>
10J	<p>Description: Polymer Proposal – WaterSolve LLC</p> <p>Recommended Action: Motion to approve the proposal from WaterSolve LLC to provide Polymer for the Wastewater Treatment Plant in the amount of \$27,000.</p>
10K	<p>Description: Contract Renewal - Hydrocorp</p> <p>Recommended Action: Motion to approve the three-year contract renewal and Fiscal Year Voucher PO for Hydrocorp for \$38,755.</p>



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201 E. State Street 49058

Item #	Summary
10L	<p>Description: Replacement of #550 Dump Truck Box</p> <p>Recommended Action: Motion to approve the purchase and installation of a 9' Galion Dump Body on a 2014 Dodge 5500 by Truck and Trailer Specialist of Dutton in the amount of \$16,036.</p>
10M	<p>Description: Utility Cart Purchase</p> <p>Recommended Action: Motion to approve the proposal from Power Plus Carts & Accessories for the purchase of a Utility Cart for the Wastewater Facility in the amount of \$12,883.75.</p>
10N	<p>Description: Sale of Equipment</p> <p>Recommended Action: Motion to approve the sale of two (2) salt spreaders 1-2012, one (1) 2014 6.9 yard v-bottom, and one (1) 2012 4X4 Dodge 3500 HD service truck, due to recent equipment updates, to reimburse the equipment fund for anticipated sales exceeding \$5,000.</p>
10O	<p>Description: Replacement of Dump Truck #120</p> <p>Recommended Action: Motion to approve the purchase of a 2026 International HV607 Tandem Axle Cab and Chassis from West Michigan International for \$119,318.50, and truck upfitting from Truck and Trailer Specialties, Incorporated for a 14' dump box in the amount of \$43,892.</p>

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Agenda
July 28, 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 July 14, 2025, regular meeting
- ✓ 6. Public Hearings: (None)
7. Public Comment:
8. Formal Recognitions and Presentations:
 - A. Presentation from Dave Hatfield, Barry County Commissioner
 - B. Presentation by Allen Edwin
- ✓ 9. Items for Action by Unanimous Consent:
 - * A. Consider casting a ballot on behalf of the City of Hastings for Brian Boggs, Maureen Donker, Craig Stolsonburg, and Deborah Stuart to serve 4-year terms on the MML Worker's Compensation Fund Board.
 - * B. Consider approval of the Mayor's appointment of Rosemary Anger for the open position in the Hastings Board of Review.
 - * C. Receive and place on file seven (7) invoices totaling **\$152,307.74**.
- ✓ 10. Items of Business:
 - * A. Second reading and consider adoption of **Ordinance 631**, amending Chapter 22, Article 22-I, Sections 22-1, 22-2, and 22-3 of the Hastings Code to regulate loading, sidewalk displays, and sidewalk cafes in the City of Hastings.
 - * B. Consider adoption of **Resolution 2025-20** to amend the poverty tax reduction guidelines for the Board of Review of the City of Hastings.
 - * C. Consider approval of, under direction of staff, the Hastings Business Connection to hold Sidewalk Sales on **Friday, August 15 and Saturday, August 16, 2025**, and stay Ordinance in Article 22-I, Section 22-2, by adopting **Resolution 2025-21**.

- * D. Consider approval of, under the direction of staff, Barry-Eaton District Health Department request to hold the **Maternal and Child Wellness** event in Tyden Park from **9:00 AM until 12:00 PM on Tuesday August 5, 2025**.
- * E. Consider approval of, under direction of staff, the request from the Hastings Business Connection (HBC) to amend the location of the previously approved **Saturday, August 9, 2025, Rock the Block Street Party Dance** from State Street between Church and Jefferson to **Jefferson between State and Court Streets**. The event timeframe on Saturday, August 9, will remain the same from **6:00 PM until 10:00 PM**, as will the request for the Council to consent to the street closure on Jefferson Street between State and Court Streets.
- * F. Consider approval of the Central Elementary PTO to accept donations and free will offerings during the STOMP 2025 Walk-A-Thon Fundraiser on **Tuesday, September 16, 2025, from 8:00 AM to 3:00 PM**.
- * G. Consider approval of the Youth Advisory Council to accept donations and free will offerings during the Youth Advisory Council Roofsit on **Saturday, October 18, 2025, from 9:00 AM to 11:30 AM**, at the intersection of State and Jefferson.
- * H. Consider approval of the purchase of six (6) ImageCast Precinct 2 (ICP2) in-person voting kits (tabulators) from Election Source to replace the current units in the amount of **\$33,558**.
- * I. Consider approval of the purchase of two (2) 800 MHz radios from C-Comm Communications of Kalamazoo for **\$10,056.48**.
- * J. Consider approval of the proposal from WaterSolve LLC to provide Polymer for the Wastewater Treatment Plant in the amount of **\$27,000**.
- * K. Motion to approve the three-year residential contract renewal in the amount of \$74,483.50 and the three-year non-residential contract renewal of \$46,499.35 with Hydrocorp for the cross-connection control program.
- * L. Consider approval of the purchase and installation of a 9' Galion Dump Body on a 2014 Dodge 5500 by Truck and Trailer Specialties, Inc. in the amount of **\$16,136**.
- * M. Consider approval of the proposal from Power Plus Carts & Accessories for the purchase of a Utility Cart for the Wastewater Facility in the amount of **\$12,883.75**.
- * N. Consider approval of the sale of two (2) 6.9 yard v-bottom salt spreaders and one (1) 2012 4X4 Dodge 3500 HD service truck, due to recent equipment updates, to reimburse the equipment fund for anticipated sales exceeding **\$5,000**.
- * O. Consider approval of the purchase of a 2026 International HV607 Tandem Axle Cab and Chassis from West Michigan International for **\$119,318.50**, and truck upfitting from Truck and Trailer Specialties, Inc. for a 14' dump box for the amount of **\$43,892**.

11. Staff Presentations and Policy Discussions:

- A. Potential Community Land Trust Option for Hayes/Orchard Property.
 - B. Developer Proposal Comparison for Parcel #08-55-240-105-00/ Hayes/Orchard Property.
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. Department of Public Services Street Superintendent Neil Report
- ✓ 13. Reports and Communications:
- * A. Hastings DDA Strategic Plan Kickoff Meeting Minutes – July 14, 2025
 - * B. City of Hastings Downtown Development Authority DRAFT Meeting Minutes – July 17, 2025
14. Public Comment:
15. Mayor and Council comment:
16. Closed Session
- A. Consider recessing to closed session at the conclusion of regular business as permitted by PA 267 of 1976, Section 15.268-8(h) to consider collective bargaining agreement discussion.
- ✓ 17. Return to Open Session
- A. Approval of contract terms with DPS union
18. Adjourn
- * Items with enclosures.
- ✓ Motion under agenda heading requires roll call vote.

Guidelines for Public Comment

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

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

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Minutes
July 14, 2025

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

Councilmembers Present: Barlow, Bergeron, Brehm, Devroy, McLean, Resseguie, Rocha, Stenzelbarton and Tossava

City Staff and Appointees Present: Boulter, Jordan, King, Neil, Perin and Robins
3. Pledge to the flag
4. Approval of the agenda

Motion by Rocha, with support from McLean, to approve the agenda as presented.
All ayes. Motion carried.
5. Approval of the minutes of the June 23, 2025, regular meeting

Motion by Stenzelbarton, with support from Barlow, to approve the minutes of the June 23, 2025, regular meeting.

Ayes: Barlow, Bergeron, Brehm, Devroy, McLean, Resseguie, Rocha, Stenzelbarton and Tossava
Nays: None
Absent: None
Motion carried.
6. Public Hearings: (None)
7. Public Comment:

Comments from William Bitgood, Hastings resident, about a 3 road accident he had at Wendy's off of W State St and N Market St, and his not protesting the ticket. He just requests a speed limit adjustment to that area of the City of Hastings, lowering it.
8. Formal Recognitions and Presentations:
 - A. Presentation from Dave Hatfield, Barry County Commissioner (Absent)

9. Items for Action by Unanimous Consent:

- A. Motion to accept, with regrets, the resignation of Dave Hatfield from the City of Hastings Board of Review.

Motion by Resseguie, with support from McLean, to accept, with regrets, the resignation of Dave Hatfield from the City of Hastings Board of Review.

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

Nays: None

Absent: None

Motion carried.

- B. Receive and place on file twenty-eight (28) invoices totaling **\$426,729.89**.

Motion by Stenzelbarton, with support from Devroy, to receive and place on file twenty-eight (28) invoices totaling **\$426,729.89**.

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

Nays: None

Absent: None

Motion carried.

10. Items of Business:

- A. First reading of **Ordinance 631** – Chapter 22 – Businesses, Article 22-1.

Comments from Dan King for further explanation of Ordinance 631, and what it means for local businesses.

- B. Motion to adopt the Paid Parental Leave Policy as presented.

Motion by McLean, with support from Resseguie, to adopt the Paid Parental Leave Policy as presented.

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

Nays: None

Absent: None

Motion carried.

- C. Motion to approve Barry County Serenity Club to accept donations and free will offerings during the Overdose Awareness concert on **Saturday, August 30, 2025**, to be held at the Thornapple Plaza.

Motion by Rocha, with support from Stenzelbarton, to approve Barry County Serenity Club to accept donations and free will offerings during the Overdose Awareness concert on **Saturday, August 30, 2025**, to be held at the Thornapple Plaza.

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

Nays: None

Absent: None

Motion carried.

- D. Compare developer proposals for City-owned residential property acquisition and development and authorize the City Manager to negotiate a purchase and development agreement for the property for the Mayor and Clerk to sign.

Explanation of property history by Dan King.

Comments from Tossava about absence of other developer, Allan Edwin Homes of Richland.

Presentation from Marv Helder, Vice-President and developer, of Helder Greenhouse Construction Inc., explaining how they will build any type of requested housing the City feels is needed (Apartments, town homes, condos, single-family homes..., etc.). Helder is very interested in the project.

Discussion held with the Council and Marv Helder, answering questions from Council members.

- E. Motion to approve the purchase of Genesis Combination Extrication Tool from Rescue Resources in the amount of **\$18,650.**

Motion by Stenzelbarton, with support from Brehm, to approve the purchase of Genesis Combination Extrication Tool from Rescue Resources in the amount of **\$18,650.**

Discussion held, with comments from Chief Jordan about necessity of purchase of extraction tool.

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

Nays: None

Absent: None

Motion carried.

- F. Motion to approve the purchase of a Stryker Lifepak LP 15 Monitor/AED from Stryker Sales LLC in the amount of **\$23,069.57.**

Motion by Barlow, with support from Devroy, to approve the purchase of a Stryker Lifepak LP 15 Monitor/AED from Stryker Sales LLC in the amount of **\$23,069.57.**

Discussion held, with comments from Chief Jordan about necessity of purchase of AED monitor.

Ayes: Barlow, Bergeron, Brehm, Devroy, McLean, Resseguie, Rocha, Stenzelbarton

and Tossava
 Nays: None
 Absent: None
 Motion carried.

- G. Motion to approve the purchase of a 2025 Caterpillar Wheel Loader in the amount of \$278,315.41, less trade-in value of \$28,000 for the City's 2008 Wheel Loader, which lessens the purchase price to a total of **\$250,315.41**.

Motion by Stenzelbarton, with support from McLean, to approve the purchase of a 2025 Caterpillar Wheel Loader in the amount of \$278,315.41, less trade-in value of \$28,000 for the City's 2008 Wheel Loader, which lessens the purchase price to a total of **\$250,315.41**.

Discussion held.

Ayes: Barlow, Bergeron, Brehm, Devroy, McLean, Resseguie, Rocha, Stenzelbarton and Tossava
 Nays: None
 Absent: None
 Motion carried.

- H. Motion to approve the purchase of a 2026 Ford F-250 4x4 XL Pickup from Lunghamer Ford of Owosso, MI in the amount of \$50,171, and truck upfitting from Truck and Trailer of Dutton, MI for \$5963, for a totally amount of **\$56,134**.

Motion by Brehm, with support from Barlow, to approve the purchase of a 2026 Ford F-250 4x4 XL Pickup from Lunghamer Ford of Owosso, MI, in the amount of \$50,171, and truck upfitting from Truck and Trailer of Dutton, MI, for \$5,963, for a total amount of **\$56,134**.

Discussion held.

Ayes: Barlow, Bergeron, Brehm, Devroy, McLean, Resseguie, Rocha, Stenzelbarton and Tossava
 Nays: None
 Absent: None
 Motion carried.

- I. Motion to approve bid award to IDEAL Coatings LLC for the court resurfacing and line painting of the existing tennis courts at Bob King Park in the amount of **\$65,099.50**. This project will result in eight (8) pickleball courts.

Motion by McLean, with support from Resseguie, to approve bid award to IDEAL Coatings LLC for the court resurfacing and line painting of the existing tennis courts at Bob King Park in the amount of **\$65,099.50**. This project will result in eight (8) pickleball courts.

Discussion held.

Ayes: Barlow, Bergeron, Brehm, Devroy, McLean, Resseguie, Rocha, Stenzelbarton and Tossava
 Nays: None
 Absent: None
 Motion carried.

11. Staff Presentations and Policy Discussions: (None)

12. City Manager Report:

Comments from Tossava in regards to City Manager's unavailability due to travel delays.

- A. Fire Chief Jordan Monthly Report

Comments from Chief Jordan about increased medical supplies in transports, and the purchase and delivery of new ambulance. Confirmed new hire of Nate Converse as Lieutenant.

- B. Library Director Edelman Monthly Report

- C. Water Services Superintendent Robins Monthly Report

13. Reports and Communications:

- A. Downtown Development Authority DRAFT Meeting Minutes – June 19, 2025

- B. Hastings Public Library Board of Trustees DRAFT Meeting Minutes – July 7, 2025

Motion by Rocha, with support from McLean, to place on file items A and B.
 All ayes. Motion carried.

14. Public Comment: (None)

15. Mayor and Council comment:

Comments from Tossava about open slots still at the Barry County Fair for the City of Hastings booth. Check with Dan King for details.

Comments from Barlow, complimenting the First Responders Event and Rock the Block Party event.

Closing comments from Tossava about the need for extra Tangle Town staff and promotion.

16. Adjourn:

Motion by McLean, with support from Resseguie, to adjourn.
 All ayes. Motion carried. Meeting adjourned at 8:01 PM.

Read and Approved:

David J. Tossava, Mayor

Linda Perin, City Clerk

DRAFT



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: MML Worker's Comp Fund Ballot

Meeting Date: July 28, 2025

Recommended Action:

Motion to cast a ballot on behalf of the City of Hastings for Brian Boggs, Maureen Donker, Craig Stolsonburg, and Deborah Stuart to serve 4-year terms on the MML Worker's Compensation Fund Board.

Background Information:

As members of the MML Worker's Comp Fund, we may vote for board members. Ballots must be cast by action of the governing body.

Financial Implications:

None.

Attachments:

- Letter from the Fund Administrator regarding the election
- Candidate Bio



workers'
compensation
fund

1675 Green Road
Ann Arbor, MI 48105
P: 734-662-3246
800-653-2483
F: 734-662-8083
mml.org

To: Members of the MML Workers' Compensation Fund
From: Michael J. Forster, Fund Administrator
Date: June 23, 2025
Subject: Fund Trustee Election

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. Two appointees have agreed to seek election to their first term, as well as two incumbent Trustees are seeking re-election. You may also write in one or more candidates if you wish.

A brief biographical sketch of the candidates is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 8th. Alternately, you may complete your ballot online:

Go to www.mml.org. At the top of the page, hover over *Programs & Services* and select *Risk Management* from the drop-down list. Next, look for the *Jump To* panel and select *Workers' Compensation Fund*. The ballot link is on the next page, in the *Jump To* panel, under *Online Forms*.

The MML Workers' Compensation Fund is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Fund, and for participating in the election of your governing board.

Sincerely,

A handwritten signature in black ink that reads 'Michael J. Forster'.

Michael J. Forster
Fund Administrator
mforster@mml.org

THE CANDIDATES

Four-year terms beginning October 1, 2025



Brian Boggs, City Councilmember, City of Durand

Brian has more than 18 years' experience in local government and is currently the Shiawassee County Administrator and a longtime member of the Durand City Council. Brian is an Assistant Professor for the Hubert H. Humphrey Fellowship Programs in International Studies and Programs at Michigan State University. He has written extensively on educational organizational complexity, specifically as it affects urban schools and policy. He has most recently been published in Teacher's College Record at Columbia with a piece titled, "Conceptualizing Virtual Instructional Resource Enactment in an Era of Greater Centralization, Specification of Quality Instructional Practices, and Proliferation of Instructional Resources." Further, he has published book chapters in: Handbook of Urban Education Leadership; Handbook of Education Politics and Policy; School to Prison Pipeline; Emerging Issues and

Trends in Education; Beyond Marginality; and Educational Policy Goes to School. He has also been published in the Journal of School Public Relations. Brian holds a Ph.D. in educational policy from Michigan State University and is currently finishing his J.D. from Mitchell Hamline School of Law. He holds an MA in Rhetoric and a BA in English from the University of Michigan. Brian is seeking re-election to his second term.



Maureen Donker, Mayor, City of Midland

Maureen has more than sixteen years' experience as a municipal official, having served as mayor of Midland since 2009. She has been the Executive Director of The Reece Endeavor of Midland, a community program providing homes for individuals with special needs, since 1998.

Maureen is also active in the Midland community, serving on various local and regional civic organizations. Maureen is seeking re-election to her fourth term.



Craig Stolsonburg, Village Manager, Village of Middleville

Craig has been Village Manager of Middleville since 2022. Prior to joining the village, he was a Business Solutions Professional with West Michigan Works! for six years, and began his career with twenty years in real estate. He has previously served on the Barry County Board of Commissioners for eight years, including five years as Chair.

A lifelong resident of the Middleville area, Craig is actively involved in his community, including membership in the Middleville Rotary Club and the Thornapple Area Enrichment Foundation (Past President), and sitting on the Boards of Directors for the Thornapple Credit Union and Barry County United Way. Additionally, he has coached for the Thornapple Kellogg High School wrestling and football programs,

and volunteers as a public address announcer at school sporting events. Craig is married with two adult children and enjoys spending time with family, golfing, and rooting for the Detroit Lions. Craig is seeking election to his first term.

THE CANDIDATES

Four-year terms beginning October 1, 2025

Deborah Stuart, City Manager, Mason City



Deborah Stuart has served as City Manager of Mason City since January 2016. She has more than 20 years of local and state experience in community and economic development, most recently in her role as Community Development Incentives Director for the Michigan Economic Development Corporation (MEDC). Previously, she served the MEDC as its Community Assistance Team Specialist and the City of Jackson in various economic development roles.

Deborah currently sits on the Boards of Directors for three statewide entities: the Michigan Municipal League, the Michigan Municipal League Foundation and the Michigan Municipal Executives. In addition, she is an active contributor to the 16/50 Project in Michigan, focused on increasing the number of women in local government executive positions through training, mentoring, and promotion of the field to undergraduates. Deborah holds a Bachelor's degree in Communication from

Central Michigan University and a Master's degree in Public Administration from Western Michigan University. She is a proud resident of the City of Mason with her husband and her two children. Deborah is seeking election to her first term.

Update to "Interest" form requested
by P. Tossava on 7-17-2025
-RHS

9B



City of Hastings

201 E. State Street
Hastings, Michigan 49058
(269) 945-2468 • Fax (269) 948-9544

APPLICATION FOR MEMBERSHIP AND/OR REAPPOINTMENT ON CITY BOARDS OR COMMISSIONS

Mail or Deliver Completed Application to: City Clerk
City of Hastings
201 E. State St.
Hastings, MI 49058

The information in this application is requested to assist the Mayor and/or City Council in selecting individuals to serve on City Boards & Commissions. Completion of the Application and Consent and Certification is mandatory for consideration of appointment.

Thank you for your interest in serving on a City of Hastings board or commission. The Hastings City Council requires that every member of a board or commission meet the following qualifications:

- Appointee is not in default to the City (appointee does not have unpaid water/sewer bills or property taxes).
- For most Boards & Commissions, appointee should be a resident of the City.

Name: Rosemary Ann Anger
(First) (Middle) (Last)

Home Address: 605 W. Green St. Telephone #: [REDACTED]

Place of Employment: Ingham County

Business Address: 341 S. Jefferson St Telephone #: [REDACTED]

E-Mail: [REDACTED] Fax #: [REDACTED]

Title / Type of Work: Director of Equalization + Tax Mapping

Length of Residence in City: 30 yrs Own/Rent: Own US Citizen: Y X N

Educational Background:

MA in Geography 2003, BA in Geography +
Social Studies 1994

Community Activities:

Thornapple Wind Band, Hastings City Band,
Friends of HPAC

List Board or Commission on which you are interested in serving (see detailed descriptions on the City of Hastings website):

- 1) Board of Review 2) ZBA
 3) Planning Comm. 4) _____

Additional information on experience, qualifications, etc.:

MBOR training (as the instructor)
April / May 2023 (now expired for con. ed.)
Michigan Master Assessing Officer

Please comment briefly on why you wish to serve on a particular board or commission. Be specific as to your goals and ideas regarding how you wish to contribute to the work of the board or commission:

Ran for it as public office in 2024. Area of expertise
+ recruited by M. Winkler.

Relationship to City Officials/Department Heads: Are you, your spouse, or other close family members related to any City Officials or Department Heads? If yes, please explain:

None

Business relationship: Do you, your spouse, or any close family member currently have a business relationship with the City of Hastings? If yes, please explain:

None

Convictions: Have you ever been convicted of any criminal violation? Have you ever been convicted of a felony while holding public office or public employment? If yes, please explain:

None

REFERENCES:

Name: Jordan Brehm Relationship: Former Neighbor

Telephone #: _____

Name: Chelsey Foster Relationship: Former Neighbor

Telephone #: _____

The following information and consent is necessary in order to conduct a proper review of your application for appointment. This information will be kept confidential.

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek appointment by my employer(s), school(s), law enforcement agencies, and other individuals and organizations to the City of Hastings Office of the City Manager.

I hereby authorize the City of Hastings to verify all the information I have provided on my application. I also agree to execute any additional written authorizations necessary for the City to obtain access to and copies of records pertaining to this information. I release the City of Hastings and agencies who have released information from all liability arising from information given or received.

I certify that I can and will, upon request, substantiate all statements made by me on this application; that such statements are true, complete and correct to the best of my knowledge I understand that a false statement, dishonest answer, misrepresentation or omission to any question will be sufficient for rejection of my application, removal of my name from the eligible list or my immediate removal should such falsifications or misrepresentation be discovered after I am sworn in to any Board or Commission.

I, Rosemary Anger (Please Print) certify that the information provided

in this application is, to the best of my knowledge, true and accurate.

Date of Birth: 5/12/1972

Signature: M. De Date: 7-17-2025

Summary - City of Hastings Invoices
City Council Meeting
July 28, 2025

No.	Vendor	Amount	Description (with date paid)
1	Wickham Cemetery Care	\$7,137.50	Cremation (May 31, 2025)
2	Wickham Cemetery Care	\$11,746.00	Foundation Repairs (July 1, 2025)
3	KV Landscapes LLC	\$11,749.92	June 2025 Lawn Maintenance (July 7, 2025)
4	Infrastructure Alternatives	\$13,882.12	Contracted Operations for WWTP-July (July 1, 2025)
5	YMCA of Barry County	\$17,500.00	Recreation Contract Agreement FY25-26 (July 1, 2025)
6	Perceptive Services	\$22,761.75	Sewer Televising & Root Removal (July 9, 2025)
7	Highpoint Bank	\$67,530.45	Vactor Interest and Principal Payments (July 1, 2025)
7	Invoices	\$152,307.74	



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Dan King

Subject: Second Reading of Ordinance 631 – Chapter 22-Businesses, Article 22-1

Meeting Date: July 28, 2025

Recommended Action:

Second reading and motion to adopt **Ordinance 631**, amending Article 22-1, Sections 22-1, 22-2, and 22-3 of the Hastings Code to regulate loading, sidewalk displays, and sidewalk cafes in the City of Hastings.

Background Information:

During the June 23, 2025, Council meeting, proposed amendments to the ordinances relating to loading and unloading, as well as the use of sidewalks in the business areas were reviewed. Feedback was used to craft the proposed amendment #631. The intention of the amendment is to generate more activity and interest near local businesses. The first reading of the ordinance was held by the Council on July 14, 2025.

Financial Implications:

None.

Attachments:

- Ordinance 631

CITY OF HASTINGS
County of Barry, State of Michigan

ORDINANCE NO. 631

AN ORDINANCE TO AMEND ARTICLE 22-I, SECTIONS 22-1, 22-2, AND 22-3 OF THE
HASTINGS CODE TO REGULATE LOADING, SIDEWALK DISPLAYS, AND SIDEWALK CAFES
IN THE CITY OF HASTINGS

THE CITY OF HASTINGS ORDAINS:

Section 1. Amendment and Restatement of Chapter 22, Article 22-I Sections 22-1 LOADING AND UNLOADING MERCHANDISE, Section 22-2 SIDEWALK DISPLAYS, and Section 22-3 SIDEWALK CAFÉ AND DINING PLATFORM PERMITS are hereby amended and restated in their entirety to read as follows:

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 their 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 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.* 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
 5. Items are in good condition and fit the general aesthetic and character of other elements nearby.
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. *Permit conditions.* The city clerk may issue to an adjacent food service establishment a revocable sidewalk cafe permit for not more than one calendar year, to occupy a portion of the adjacent city right-of-way 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. Cause damage to the street or sidewalk or to trees, benches, landscaping, or other objects lawfully located in the right-of-way.
5. Cause violation of any state or local laws.
6. Be principally used for off-premises advertising.
7. Conceal or detract from the appearance of landscaping features in or adjacent to the street.
8. Be in or adjacent to property zoned exclusively for residential purposes.
9. Be attached to or reduce the effectiveness of or access to any utility, sign, or other traffic control device.
10. Cause increased risk of theft or vandalism.
11. Locate any cooking apparatus in any portion of the public right-of-way.
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 shall be temporary in nature and be approved by the city manager or their designee. The improvements shall be removed at the end of each season or within five 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 shall be in compliance with all building and fire code requirements prohibiting the obstruction of exits.
3. 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.

4. All sidewalk cafe areas in which alcohol is to be served must comply with all Michigan Liquor Control Commission requirements.
3. *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.
4. *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.
5. *Food service establishment.* Food service establishment shall be defined in accordance with its meaning in the Public Health Code. (MCLA 333.12901)
6. *Regulations.* The city manager may adopt an executive order controlling the occupancy pursuant to a sidewalk cafe.
3. *Duration.* Permits shall be for the period of April 1 to November 1 for the year in which they are granted, and hours of operation shall be limited to between 8:00 a.m. and 12:00 a.m.
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.
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.
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 permit revocation.

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.

Section 2. Repeal. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 3. Effective Date. This ordinance shall become effective upon its adoption and publication as provided by the City Charter.

Moved by _____, with support by _____, that Ordinance No. 631 be adopted as read.

YEAS:

NAYS;

ABSENT:

Adoption Date: July 28, 2025

Effective Date: August 12, 2025

First Reading: July 14, 2025

Second Reading: July 28, 2025

CITY OF HASTINGS

By: _____

Linda Perin

City Clerk

CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the City of Hastings, Michigan, does hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Hastings, at a regular meeting of the City Council on July 28, 2025, at which meeting a quorum was present and remained throughout, and that the original of said Ordinance is on file in the records of the City of Hastings. I further certify that the meeting was conducted, and public notice was given pursuant to and in compliance with

Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available thereby.

CITY OF HASTINGS

By: _____

Dated: _____

Linda Perin

City Clerk



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Resolution 2025-20 To Approve the Amended Poverty Exemption Guidelines

Meeting Date: July 28, 2025

Recommended Action:

Motion to approve **Resolution 2025-20** to amend the poverty tax reduction guidelines for the Board of Review of the City of Hastings.

Background Information:

The City adopted guidelines for poverty tax exemptions in 2023. The revised guidelines have a new item #2 which states, "The Board of Review is not required to grant a poverty exemption for property owned by multiple owners as long as at least one owner is not eligible for the poverty exemption."

The purpose of this new qualification is to ensure that the benefit of a tax reduction is not received by a partial owner of the property who is not residing in the home and may not meet the household income requirements for the exemption. The revised wording is suggested by our Assessor, Debbie Rashid.

Financial Implications:

None.

Attachments:

- Resolution 2025-20
- Attachment A – 2026 Poverty Exemption Guidelines

Resolution 2025-20

**RESOLUTION TO AMEND GUIDELINES FOR GRANTING POVERTY EXEMPTION TAX
REDUCTION**

WHEREAS, the principal residence of persons who, in the judgment of the Board of Review, are unable to contribute to the public charge are eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, the City of Hastings finds it necessary to establish such guidelines, includes as Attachment A to enable the Board of Review to carry out its statutory duties; and

WHEREAS, the City Council of Hastings approved guidelines at the January 23, 2023 City Council meeting; and

WHEREAS, the City Council has reviewed and seeks to amend the guidelines to suit the public interest;

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to MCL 211.7u, the revised poverty exemption guidelines included as Attachment A are hereby adopted to be used by the Board of Review in determining whether a poverty exemption from property taxes should be granted; and

BE IT FURTHER RESOLVED, that this Resolution shall supersede and replace any prior Resolution on the subject and that the designations and authorizations herein shall continue in effect until modified by the City Council of the City of Hastings.

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

YEAS:

NAYS:

ABSENT:

MOTION DECLARE ADOPTED.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 28th day of July 2025, by the City Council of the City of Hastings, County of Barry, State of Michigan, by a vote of ____ members voting in favor thereof and ____ members voting against with ____ members absent.

Linda Perin
City Clerk



City of Hastings
Office of the Assessor
Poverty Exemption Policy
Adopted **TBD**

Deadline for Submission of Poverty Application:

The exemption application and additional required documents must be submitted to the local assessing unit on or after January 1 but before the day prior to the last day of the December Board of Review during the year in which the exemption is requested. It is recommended to submit paperwork prior to March 1 to assure the annual summer and winter tax bills reflect the adjusted amount.

Please be aware if the exemption is granted, it is for the *current year only*. The Poverty exemption is intended to be a temporary form of assistance and applications must be submitted on an annual basis.

Mail: Assessor's Office, 201 E State St, Hastings, MI 49058

Email: drashid@hastingsmi.gov

In person: City hall hours 9:00AM-4:00PM, 24-hr drop box located in drive-thru lane

Eligibility:

1. Own and occupy the property as a principal residence.
2. The Board of Review is not required to grant a poverty exemption for property owned by multiple owners as long as at least one owner is not eligible for the poverty exemption.
3. Provide federal and state income tax returns for the current or immediately preceding year, including any property tax credits, for all persons residing in the principal residence (disclosure of the income of an owner who is not residing in the principal residence is not required). Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return. Instead, Form 4988, Poverty Exemption Affidavit may be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current or immediately preceding year.
4. Produce a valid driver license or other form of identification.
5. Produce a deed, land contract, or other evidence of ownership of the property, if requested.
6. Meet the federal poverty income guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services or alternative guidelines adopted by the local assessing unit (see attached page). The alternative guidelines cannot provide income eligibility requirements less than the federal guidelines.
7. Meet the asset level test adopted by the local assessing unit.

Income Guidelines:

According to the United States Census Bureau "income" includes, but is not limited to:

- Money, wages, salaries before deductions, regular contributions from persons not living in the residence
- Net receipts from non-farm or farm self-employment (receipts from a person's own business, professional enterprise, or partnership, after business expense deductions)
- Regular payments from social security, railroad retirement, unemployment, worker's compensation, veteran's payments, public assistance, supplemental security income (SSI)
- Alimony, child support, military family allotments
- Private and governmental retirement and disability pensions, regular insurance, annuity payments
- College or university scholarships, grants, fellowships, assistantships
- Dividends, interest, and net income from rentals, royalties, estates, trusts, gambling or lottery winnings

Asset Test:

The applicant is required to *list all assets of all household members on the attached application*. If the application does not provide enough space to list assets, please attach a separate page and write "see attached" on the application. Assets include but are not limited to the following:

A second home, additional property not associated with the primary residence
 Vehicles, motor homes, campers, boats, motorcycles, ATVs, equipment
 Jewelry, antiques, artwork
 Checking accounts, savings accounts, stocks, bonds, investments, as well as money received from the sale of those listed above, unless a person is in the specific business of selling such property
 Withdrawals of bank accounts and borrowed money
 Gifts, loans, lump-sum inheritances, one-time insurance payments

To be eligible for the exemption the total assets, **excluding the principal residence being claimed and one personal vehicle per household**, should not exceed the amount of the most recently published federal poverty income guideline based upon number of persons in household.

Application Documents Needed:

To apply for the exemption, a person shall file all of the following on an annual basis. If a section of the application does not apply, please write N/A. Failure to submit a completed application or provide all required additional documents will disqualify the applicant from being eligible. If assistance is needed, please call the assessor's office to make necessary arrangements (269) 945-6002. **Please remove all account numbers and social security numbers from your documents.**

- ☐ Application for Poverty Exemption (Form 5737)
- ☐ Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty (Form 5739)
- ☐ Copies of federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year. If not required to file federal or state income tax returns, the applicant is required to complete the Poverty Exemption Affidavit (Form 4988).
- ☐ Produce a valid driver's license or other form of identification
- ☐ Copies of the most recent statements for all bank accounts, investments, CDs, or other financial asset accounts for each household member
- ☐ Proof of income and assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, or any scholarships for all household members

- ☐ Proof of all other assets or income listed on the application
- ☐ Proof of personal debt listed for all household members (Part 10 of application)
- ☐ Proof of monthly expenses listed for all household members (Part 11 of application)
- ☐ Upon request by the Board or Review or Assessor, produce a deed, land contract, or other evidence of ownership of the property for which an exemption is being requested

If the applicant meets all requirements, the Board of Review will grant a 100% reduction for the current year's property taxes.

The Board of Review shall approve or deny the request for the poverty exemption. The Board of Review is required to follow the policy and guidelines adopted by the local assessing unit in granting or denying a poverty exemption. The Board of Review is not permitted to deviate from the adopted policy and guidelines.

Poverty exemption applications can be heard at the March, July, or December Board of Review. However, there can only be one Board of Review decision for a specific calendar year; a subsequent Board of Review cannot reconsider a decision already made that year. For example: if an application is denied at the March Board of Review, it may not be reheard by the July or December Board of Review during the same calendar year. The taxpayer must file an appeal of the March Board of Review decision to the Michigan Tax Tribunal.

As a reminder, a person who files a claim for the poverty exemption is not prohibited from also appealing the assessment on the same property in the same year.

An appeal of a decision of the March Board of Review is made by completing and submitting a petition to the Michigan Tax Tribunal no later than July 31 of the same year. A decision of the July or December Board of Review may be appealed by completing and submitting a petition to the Michigan Tax Tribunal within 35 days of the July or December Board of Review's decision. More information on how to file an appeal is available by contacting the Michigan Tax Tribunal. Information can also be viewed on the Michigan Tax Tribunal's website at <https://www.michigan.gov/taxtribunal>.



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Sidewalk Sales

Meeting Date: July 28, 2025

Recommended Action:

Motion to approve, under the direction of staff, Hastings Business Connection request to hold Sidewalk Sales on **Friday, August 15, 2025, and Saturday, August 16, 2025**, and stay Ordinances in Article 22-1, Section 22-2 by adopting **Resolution 2025-21**.

Background Information:

Sidewalk sales this year will be held in conjunction with the Quack Walk which will start August 12 and end on August 18th. Shoppers will pick up a puzzle sheet and will go to participating merchants to match letters and numbers to solve the puzzle. Entries will be drawn to win a duck full of prizes from participating merchants.

Financial Implications:

None.

Attachments:

- Resolution 2025-21
- Request Letter
- Special Event Application

City Of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

RESOLUTION 2025-21

**TO STAY THE NECESSARY ORDINANCES FOR SIDEWALK SALES IN DOWNTOWN
HASTINGS AUGUST 15, 2025, AND AUGUST 16, 2025**

WHEREAS, the Hastings Business Connection, by way of correspondence, has requested permission to conduct Sidewalk Sales in downtown Hastings; and

WHEREAS, the Hastings Business Connection requests a stay under Section 22-2 of Hastings Ordinances on August 15, 2025, and August 16, 2025; and

WHEREAS, the Hastings Business Connection wants to ensure that said Sidewalk Sales is conducted in good taste and in accordance with all laws and regulations; and

WHEREAS, the City Council of the City of Hastings desires to support and encourage the businesses in downtown Hastings; now

THEREFORE, BE IT RESOLVED that the City of Hastings hereby stays for the purpose of said Sidewalk Sales on August 15, 2025, and August 16, 2025, in Article 22-I of the Hastings City Code, the following Ordinance:

Section 22-2

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

YEAS:

NAYS:

ABSENT:

MOTION DECLARED ADOPTED.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 28th day of July by the City Council of the City of Hastings, by a vote of members voting in favor thereof and members voting against, and members absent.

Linda Perin, City Clerk

July 18, 2025

Dear Mayor Tossava and City Council Members,

I am writing to you today to ask permission for the Hastings Business Connection to have and promote Sidewalk Sales August 15th and 16th, 2025. Sidewalk Sales would be in conjunction with the Quack Walk which start August 12th and run through the 16th. Shoppers will pick up a puzzle sheet and go to participating stores to match the letters with numbers and solve it. One puzzle drawn from all the entries at the end of Sidewalk Sales will win a duck full of prizes from participating stores.

During Sidewalk Sales, each business will be responsible for setup, safety, and cleanup in their space.

The Hastings Business Connection is a change in name from the Hastings Downtown Business Team. We are trying to include and get all businesses in the 49058-zip code involved in making Hastings a great place to shop, dine, and have a business.

Thank you,
Jody Peterson and the
Hastings Business Connection



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

Hastings Business Connection
Applicant/Organization Name Phone

Jody Peterson [REDACTED] [REDACTED]
Contact Name Phone

118 S. Jefferson St. Hastings, MI 49058
Street City State Zip

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

Section 2: Event Information

Sidewalk Sales
Name of Event

Sale Merchandise on the Sidewalks
Description of Event

August 15-16 10 AM 4 pm
Event Dates Time (From/To)

August 15-16 9 AM August 15-16 4-5 pm
Set up Date(s) and Time(s) Clean Up Date(s) and Time(s)

Downtown Hastings
Location(s) of Event
Each store's employees ?
Estimated number of volunteers Estimated daily attendance (if known)

Section 3: Event Details

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

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

Please describe how garbage will be managed?

In each store, but customers may use
city trash recepticals

Section 4: Site & Event Plan

Please prepare a site plan that includes the following information:

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

Section 5: Acknowledgements and Hold Harmless Agreement

The Applicant understands and agrees to the following:

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

Jody Lynne Peterson Hastings Business Connection
Printed Name of Applicant & Name of Organization

Jody L. Peterson
Signature

7/25/25
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:

No

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:

No

Other Comments:

C. Fire Chief Review

Comments:

D. Community Development Department Review

Comments:

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



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Maternal and Wellness Event

Meeting Date: July 28, 2025

Recommended Action:

Motion to approve, under the direction of staff, Barry-Eaton District Health Department request to hold the **Maternal and Child Wellness** event in Tyden Park from **9:00 AM until 12:00 PM on Tuesday August 5, 2025.**

Background Information:

The Barry-Eaton District Health Department (BEDHD) is conducting this event to celebrate and support the health and well-being of mothers, infants, and children in Barry County. The BEDHD is partnering with Corewell Health Pennock Hospital to conduct the event. The following organizations plan to attend: Alpha Women's Center, Family Support Center, Barry Great Start Collaborative, Early On of Barry County, Barry County Community Mental Health, Barry-Eaton District Health Department WIC Staff, and Corewell Midwives.

The event will include education information, free Pack N Plays, free dental bags, and snacks provided by Corewell Health Pennock Hospital.

Financial Implications:

None.

Attachments:

- Request Letter
- Special Event Application



Barry-Eaton District Health Department

Barry County: 330 W. Woodlawn Ave., Hastings MI 49058
Phone: 269-945-9516 Fax: 517-543-7737

Eaton County: 1033 Health Care Dr., Charlotte, MI 48813
Phone: 517-543-2430 Fax: 517-543-7737

July 25th, 2025

To Mayor David Tossava and Hastings City Council
Re: Barry County Maternal and Child Wellness Event

Dear Mayor Tossava and Hastings City Council

My name is Amanda Rousseau; I am a Community Health Promotion Specialist at Barry-Eaton District Health Department. I am writing this request to reserve Tyden Park for Tuesday, August 5 from 8:00 am to 12:30 pm. We plan to host a Maternal and Child Wellness event to celebrate and support the health and well-being of mothers, infants, and children in Barry County. We partnered with Corewell Health to plan this event. The event will start at 9 am and end at 12 pm. This event will bring together various community organizations from Barry County to provide resources, giveaways, and raffle prizes. The community organizations planning to attend include:

- Alpha Women's Center
- Family Support Center
- Barry Great Start Collaborative
- Early On of Barry County
- Barry County Community Mental Health
- Barry-Eaton District Health Department WIC Staff
- Corewell Midwives

The organizations will be bringing resources to promote their services. We will also be giving away items such nursing pads and milk storage bags. We will be offering free Pack N Plays after providing education on safe sleep. We plan to bring dental bags that contain toothbrushes and toothpaste for infants and kids. There will be a lactation consultant present to provide guidance on Breastfeeding. Corewell will be providing snacks. Our raffle items will be breastfeeding covers, boppy and boppy covers, bathtub thermometer, and household safety kits. We will have fun activities for the kids such as bubbles and sidewalk chalk. We will put yard signs on the walking path with facts about Breastfeeding. There will be yard signs at the park entrance announcing the event. No gate closure is necessary. The park can still be open to the public.

We are excited about the potential to collaborate with Barry County partners and host this event for members of our community. If you have any questions, please contact me at 517-541-2663 or arousseau@bedhd.org

Thank you,

Amanda Rousseau
Community Health Promotion Specialist
Barry-Eaton District Health Department



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

Barry-Eaton District Health Department

Applicant/Organization Name

Phone

Amanda Rousseau

Contact Name

Phone

Email

330 W Woodlawn Ave

Hastings

MI

48912

Street

City

State

Zip

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

Phone

Section 2: Event Information

Maternal and Child Wellness Event

Name of Event

A community event to support the health and well-being of mothers, infants, and children in our community

Description of Event

Tuesday, August 5th 2025

9 am to 12 pm

Event Dates

Time (From/To)

Tuesday, August 5th from 8 am to 9 am

Tuesday August 5th from 12:00 am to 12:30 pm

Set up Date(s) and Time(s)

Clean Up Date(s) and Time(s)

Tyden Park

Location(s) of Event

7-10 Vendors

25-50 Attendees

Estimated number of volunteers

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? _____
 - ☐ 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.
 - ☐ 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?

We will use the public garbage cans or bring our own if needed.

Section 4: Site & Event Plan

Please prepare a site plan that includes the following information:

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

We will have vendor tables and tents in the main park area. Vendors will be community organizations providing resources to the community. Road closure is not needed; the park can still be open to the public. There will be 2 event yard signs at the entrance to the park. There will be yard signs with breastfeeding facts along the walking path.

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.

Amanda Rousseau

Printed Name of Applicant & Name of Organization


Signature

7/24/2025

Date

Section 6: City Review – For Office Use Only

A. Police Department Review:

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

Other Comments:

B. Public Services Director Review

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

☒ Trash receptacles ☐ Barricades ☐ Traffic cones ☐ Restroom Cleaning
☐ Fencing ☐ Water or Electric ☐ Other

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

Other Comments:

C. Fire Chief Review

Comments:

D. Community Development Department Review

Comments:

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



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Hastings Business Connection Rock the Block Street Dance Request

Meeting Date: July 28, 2025

Recommended Action:

Consideration by City Council to approve, under the direction of staff, the request from the Hastings Business Connection (HBC) to amend the location of the previously approved **Saturday, August 9, 2025, Rock the Block Street Party Dance** from State Street between Church and Jefferson to **Jefferson between State and Court Street**. The event timeframe on Saturday August 9th will remain the same from 6:00 PM until 10:00 PM as will the request for the Council to consent to the street closure on Jefferson Street between State and Court Streets.

Background Information:

On April 14, 2025, the City Council approved a request from the HBC, formerly known as the Downtown Business Team (DBT), to conduct three (3) Rock the Block Street Party Dances on Saturday May 10th, Saturday July 12th, and Saturday August 9th. Due to a scheduling conflict, the HBC is requesting the Council approve an amendment to the original approval to change locations of the August 9th event from State Street between Church and Jefferson to Jefferson Street between State and Court and consent to the street closure. The goal is to create an environment where people can come to listen to music, dance, participate in outdoor games, or socialize with friends and neighbors.

Financial Implications:

All barricades, traffic cones, and picnic tables would be made available to the organizers during regular Public Service Department hours of operation.

Attachments:

- Request Letter
- Site Plan

To Hastings City Council:

Due to a scheduling conflict, I am writing to request an amendment to the previously approved "ROCK the BLOCK" street party event for Saturday, August 9th, 2025. The event itself will be the same, but the location will move from State Street to Jefferson Street.

The new location will be identical to the event from August of 2024. I have updated the site plan from 2024 to reflect the name changes for some of the nearby businesses.

As shown on the site plan, the South half of the block will be for the street party, featuring live music, dancing and dining. The North half of the block will be reserved for the Hastings Cornhole Club tournament, a separate (but very compatible) event. Together, we expect these functions to bring 200+ people into the downtown Social District.

Thank you for your consideration.

For the Hastings Business Connection (fka the Downtown Business Team),

Brian Reynolds

July 11, 2025

A handwritten signature in black ink, appearing to read "BRIAN", written over the printed name "Brian Reynolds".



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Central Elementary PTO STOMP for Books

Meeting Date: July 28, 2025

Recommended Action:

Approve, under direction of staff, **Central Elementary PTO STOMP for Books** fundraiser for school needs to be held from **8:00 AM to 3:00 PM on Tuesday September 16, 2025.**

Background Information:

Central Elementary annually holds a STOMP for Books fundraiser. Students and parents raise funds via a walk-a-thon at the school. All Central Elementary students, staff, and volunteers participate in the day long event that is one of the highlights for the school year.

Staff has reviewed the request.

Financial Implications:

There are nominal financial implications for the City.

Attachments:

- Central Elementary PTO 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

Central Elementary PTO
Applicant/Organization Name Phone

Amanda Ring [Redacted] [Redacted]
Contact Name Phone Email

509 S. Broadway Hastings MI 49058
Street City State Zip

Amanda Ring [Redacted]
Contact person on day of event (if different than above) Phone

Section 2: Event Information

STOMP 2025
Name of Event

Walk-a-thon Fundraiser
Description of Event

September 16, 2025 8:00 am - 3:00 pm
Event Dates Time (From/To)

September 16 8am September 16 3pm
Set up Date(s) and Time(s) Clean Up Date(s) and Time(s)

509 S. Broadway St
Location(s) of Event
15 volunteers
Estimated number of volunteers
350 total
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? 8 am - 3 pm
 - ☐ If yes, what type of music is proposed? Live - Acoustic Live - Amplification Recorded
 - ☐ Loudspeakers or public address system
- ☐ Parade
- ☐ Race (ex: 5K) Walk-a-thon
- ☐ 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 school fundraiser
- ☐ 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 and dumpster

Section 4: Site & Event Plan

Please prepare a site plan that includes the following information:

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

We are requesting a road closure on South Broadway from Grand St to Walnut St.

We would like to hold the walk-a-thon portion of our event in that block.

We would like to use the sidewalk in front of the school (east side) and along the west side of South Broadway to make a "track" for students to walk on. All other events will take place on School property!

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.

Amanda Ring

Printed Name of Applicant & Name of Organization

Amanda Ring

Signature

6/21/25

Date



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Youth Advisory Council (YAC) Request

Meeting Date: July 28, 2025

Recommended Action:

Approve, under direction of staff, the YAC request to hold their **23rd annual Roof Sit** in downtown Hastings on **Saturday October 18, 2025, from 9:00 AM until 11:30 AM**. YAC members will be placed on the four corners of Jefferson and State Streets holding signs to solicit support for a local nonprofit agency. The nonprofit this year will be Barry County Humane Society.

Background Information:

The Youth Advisory Council was created in 1996 by the directors of the Barry Community Foundation in response to a statewide challenge issued by the WK-Kellogg Foundation.

Financial Implications:

There are no financial implications for the City

Attachments:

- YAC Request Letter
- 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

Youth Advisory Council

Applicant/Organization Name

Phone

Erika Wolowicz

Contact Name

Phone

Email

231 South Broadway St.

Hastings

MI

49058

Street

City

State

Zip

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

Phone

Section 2: Event Information

YAC Roofsit

Name of Event

The members of the Youth Advisory Council will be holding up signs collecting donations from passing cars.

Description of Event

10/18/25

9:00 am - 11:30 am

Event Dates

Time (From/To)

8:45 am - 9:00 am

11:30 am - 11:45 am

Set up Date(s) and Time(s)

Clean Up Date(s) and Time(s)

Page **1** of **5**

Intersection of State and Jefferson

Location(s) of Event

30

Estimated number of volunteers 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? _____ ○

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.

Page 2 of 5

Please describe how garbage will be managed?

We will be making sure all trash will be thrown away before leaving and that we will leave nothing behind.

Section 4: Site & Event Plan

Please prepare a site plan that includes the following information:

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

Section 5: Acknowledgements and Hold Harmless Agreement

The Applicant understands and agrees to the following:

1. This application is subject to review by various city departments and must be approved by the City Council. Failure to submit this application in a timely manner may delay approval or result in the denial of the application. Submission of the application does not guarantee an approval. The City may require conditions on the approval of any application.
2. The applicant must comply with all local and applicable state laws and policies. The Applicant acknowledges that approval of the special event does not relieve the applicant from meeting any requirements of law or those of other bodies or agencies applicable to the event.
3. The Applicant agrees to clean up and restore the area in the condition it was found prior to the event. The City is not responsible for equipment or personal items left on public property.
4. The Applicant acknowledges that they shall not discriminate against any employee or applicant for employment because race, color, religion, sex, national origin, age, disability, or any other

applicable status protected by federal, state, or local law. The Applicant further agrees that it will comply with the Civil Rights Act of 1973, as amended, and the Michigan Civil Rights Act of 1976 (78. Stat 252 and 1976 PA 453) and will require the same of any consultant or sub contractor involved in hosting the event.

5. Upon approval of the event, the Applicant agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers, and contractors from any and all claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from any act or omission by the applicant, its agents, employees, contractors, and volunteers, and violation of state or federal law, and any other acts of the applicant or attendees causing personal injury or property damages in connection with this event.
6. A breach in any of the above may result in the denial of the application or revocation of an approval by the City.

Erika Wolowicz

Youth Advisory Council

Printed Name of Applicant & Name of Organization

Erika Wolowicz

07/15/25

Signature Date

Page 4 of 5

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: **no**

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: no

Other Comments:

C. Fire Chief Review

Comments:

D. Community Development Department Review

Comments:

Date of Meeting for Council Approval July 28th Approved? ☐ Yes ☐ No



YAC Interns Erika and Meghan



(269) 945-0526



same@barrycf.org



barrycountyyac.org



barrycountyyac



July 10th 2025

Dear City Council Members,

We are contacting you on behalf of the Barry County Youth Advisory Council as the current YAC interns, Erika Wolowicz and Meghan Skidmore. We are asking for your approval to allow us to host our annual Roofsit at the intersection of State and Jefferson. We are planning to have the Roofsit from 9:00- 11:30 a.m. on October 18, 2025.

The Youth Advisory Council (YAC) is a group of students aged 13-18 who are passionate about making a strong impact all around Barry County. Each year since 2003, we host a fundraising event called the YAC Roofsit, where local Barry County students raise money for local nonprofits.

This year we have chosen to support the Barry County Humane Society as our beneficiary. All of the proceeds will directly support their organization and its efforts to protect animals through their vital services for animals in need.

We as students are committed to keeping the event safe, respectful, and following all the city guidelines. Th

ank you for considering our request, as we are happy to provide any additional information that you may need as we request your permission to host our annual Roofsit. We appreciate your continued support of the Youth Advisory Council of Barry County.

Kind regards,

Youth Advisory Council

A thick, dark teal wavy line curves from the bottom left of the signature across the bottom of the page.



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

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

Subject: Purchase of Six ImageCast Precinct 2 In-Person Voting Tabulators

Meeting Date: July 28, 2025

Recommended Action:

Motion to approve the purchase of six (6) ImageCast Precinct 2 (ICP2) in-person voting kits (tabulators) from Election Source/Dominion Voting in the amount of **\$33,558**.

Background Information:

This purchase would replace the current units which have reached or exceeded the end of their useful service life, which is five years. Dominion Voting equipment is the only brand of voting equipment authorized for use in the State of Michigan by the Bureau of Elections. Election Source, 4615 Danvers Dr SE, Grand Rapids, MI 49512, is the only authorized Dominion Voting equipment dealer in the State of Michigan. We have seven tabulators on hand; six owned by the city and one belongs to Barry County. The city's last purchase of one tabulator unit was 2020, the other five units are older.

We budgeted for holding an election and replacement of tabulators for a possible May 2026 special election but were notified on 07/21/2025 by the Barry County Clerk that there will be a November 2026 special election for BSD and the city is within that school district. Therefore, we seek authorization to purchase new tabulators now rather than in January 2026.

Financial Implications:

The FY25-26 Budget includes \$40,000 for new tabulators. The proposal from Dominion Voting includes a trade-in discount of \$1,000/unit for a total purchase cost of **\$33,558** for six units.

Attachments:

- Dominion Voting Quote #Q00013637
- Dominion Voting Product Specifications ImageCast Precinct 2



June 11, 2025

Hastings City, MI (Barry County)

Q00013637

Prepared by:
Paul Holmes
paul.holmes@dominionvoting.com

Budgetary Quote

Product/Service	Description	Part Number	Qty	Unit Price	Extension
In-Person Voting: Polling Location Hardware					
ICP2 Kit (w/o Ballot Box)		175-000199	6	\$6,593.00	\$39,558.00
Sub-Total					\$39,558.00

Purchase Sub-Total \$39,558.00

Discounts					
Discount	\$1000.00 trade in discount for ICP1	D00001	1	-\$6,000.00	-\$6,000.00
Sub-Total					-\$6,000.00

Purchase Total \$33,558.00

Terms and Conditions

This quote is pursuant to the terms and conditions of Contract number 071B7700117.
All pricing is subject to inventory availability at the time of quote acceptance and execution.
Annual fees are due after the initial contract term of 4 years (commencing in year 5). Consumable items are available for return 30 days from delivery.

Annual Firmware License, Annual Hardware Warranty, and any extended service will be billed at then current rates commencing March 1, 2027.

We accept returns or exchanges for non-service items within 30 days of purchase. Items must be unused, in original packaging, and accompanied by a receipt or proof of purchase. Customized items and consumables are not eligible. For more details, contact your Sales or Customer Success Manager.

Signatures

Customer Name (printed)	Title		Signature	Date (MM/DD/YYYY)

IMAGECAST® PRECINCT 2



EFFICIENT

Compact, lightweight,
easy to store, and low
maintenance.



SIMPLE

Color LCD touchscreen
displays intuitive instructions
for ease of use.



SECURE

Lockable doors and
multi-factor authentication
prevents unauthorized access.



INTEGRATED

Driven by Democracy Suite®
EMS software, with flexible
configurations.

Get in touch

1. 866. 654. VOTE (8683)
sales@dominionvoting.com
www.dominionvoting.com

DOMINION
VOTING



LIGHTWEIGHT AND VERSATILE



Upgraded with today's technology, the ImageCast® Precinct 2 builds upon the legacy of its trusted and proven predecessor. A faster processor, quicker scan speeds, longer battery life, and more intuitive functionality, the ImageCast® Precinct 2 sets the new standard for optical scan tabulators in the elections industry.

FEATURES AND BENEFITS



Engineered Simplicity

- Color LCD screen displays clear voter messages enabling second-chance voting and minimizing spoiled ballots.
- Reads single and double-sided ballots in all four orientations.
- Accepts hand-marked ballots and ballots marked using the ImageCast® X.
- Integrated physical diverter that automatically segregates ballots containing write-ins, saving time after the polls close.
- Scans double sided ballots in 3-5 seconds.
- LED lights easily identify power and port status.
- Compatible with a variety of collapsible and rolling secure ballot boxes.

Security Features



- Multi-factor authentication.
- I-Button Security Key programmed for each unique election event.
- Lockable port and memory card doors.
- Audit Trail records all tabulator activity.
- Built in Infrared Sensor reads IR Security Paper to detect fraudulent ballots.

SPECIFICATIONS

- Unit Dimensions (17" x 13" x 3.5")
- Storage Dimensions (18" x 18" x 8")
- Weight (14 lbs)
- Upgraded iMX6 Dual Core Processor
- Scans double sided ballots in 3-5 seconds
- 5.7" Color Touchscreen LCD
- 1GB DDR3L Memory
- Up to 4 USB 3.0 and 2 USB 2.0 Ports
- Thermal Report Printer
- Color LED Indicators
- Internal battery life of 6 hours



Ensuring Accurate & Transparent Elections

Every ballot image is appended with Dominion's exclusive AuditMark® technology. The system digitally stores an image of every ballot cast along with a clear record of how the tabulator interpreted each vote, ensuring a completely transparent and auditable election.

All results and ballot images are stored on encrypted memory cards. No identifying information about the voter is recorded by the tabulator.

V-3.9.2023

Get in touch

1. 866. 654. VOTE (8683)
sales@dominionvoting.com
www.dominionvoting.com





Regular Council Agenda Item Memorandum

To: City Council

From: Chief Jordan

Subject: 800 MHz replacement Radios

Meeting Date: July 28th, 2025

Recommended Action:

Motion to approve the purchase of two (2) 800 MHz radios from C-Comm Communications of Kalamazoo for **\$10,056.48**.

Background Information:

This purchase is to replace two vehicle-mounted mobile radios that become end of life in December 2025. The State of Michigan sets operational timeline for radios as they age. These two radios reach that time in December, meaning they may no longer be reprogrammed or have software updates completed. These new radios have a 10-12 year lifespan from the date of manufacturer. Between the delivery of the radio and programming, this can take up to 120 days to complete, putting us close to the December timeline.

Financial Implications:

This is an approved budgeted CIP project # F6 for the 2025-2026 fiscal year, the budgeted amount for this project was \$10,500.00 bringing us in \$443.52 under budget

Attachments:

- Quote
- Purchase order # 78784



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

Estimate

Name / Address
Hastings Fire Department Chief Mark Jordan mjordan@hastingsmi.gov

Date	Estimate #
6/19/2025	13521
P.O. No.	

Item	Description	Qty	Cost	Total
EFJ VM5930 Dash Mount	EFJohnson Viking Mobile 7/800MHz dash mount +sh VM5930BF, 7/800 MHz \$2,550.00 Mobile \$0.00 KCH-19VM KCH-19 Dash \$218.70 KMC-65MStandard Mic \$63.50 KCT-23MDC Cable - 10 ft \$47.70 KMB-33MStandard Deck Mounting Bracket \$17.20 Analog FM \$0.00 P25 CAI AMBE+2 \$0.00 Analog Conventional \$0.00 8322000002 P25 Conventional \$0.00 8322000005 P25 Phase 1 Trunking \$0.00 8322000006 P25 Phase 2 TDMA \$475.00 8326000006 1024 Ch \$0.00 8323000003 Multi Key-DES-OFB \$0.00 8323000004 Multi Key DES-OFB and AES \$560.00 8323000005 ARC4 (ADP Compatible) \$0.00 Conventional Voting Scan \$0.00 TrueVoice™ Noise Cancellation \$0.00 3 Year Warranty \$0.00 MIDeal List \$3,932.10	1	3,145.68	3,145.68T
discount	EFJ PDR 5107928 Discount for new radio configurations with AES \$300.00 per radio Promo expires 7/31/2025		-300.00	-300.00
Program MPSCS Radio	Programming MPSCS Radio, per radio, starting at \$100.00. Template modifications, MOUs, and other assistance will incur additional per radio charges.	1	100.00	100.00
Shipping/Handling	insured shipping/ freight charges	1	100.00	100.00
MI Deal Info	Pricing reflects agency participation in MIDeal contract pricing. If at the time of purchase, the agency is no longer a member of MIDeal, the pricing reverts to the list pricing shown.		0.00	0.00T

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

Total

Phone #	Fax #
2696739900	269-673-9904

Customer Signature



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

Estimate

Name / Address
Hastings Fire Department Chief Mark Jordan mjordan@hastingsmi.gov

Date	Estimate #
6/19/2025	13521
P.O. No.	

Item	Description	Qty	Cost	Total
MPSCS Info	There is a \$250.00 per radio activation from the MPSCS. Once the radios arrive, C-Comm will send the radio file to the Radio Programming Unit. They will contact the radio end user, info as supplied from C-Comm. They will verify a current user agreement. If there is a user agreement, an invoice will be sent out to the end user. If there is not a current user agreement, the MPSCS will send a form to be completed by the end user. Then a template for the radios will need to be made. C-Comm can assist in this process. Once all of this has been completed, and the invoice has been paid to the MPSCS, the radio files will go into the programming queue. This can take from 2-3, or more, months, depending on workload at the MPSCS. Due to this prolonged process, C-Comm requests that the above customer pays for the radio equipment when C-Comm takes delivery from the manufacturer.		0.00	0.00
			0.00%	0.00

Thank you for your inquiry. Estimates are good for 30 days unless other wise specified.	Total	\$3,045.68
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Phone #	Fax #
2696739900	269-673-9904

Customer Signature

Mark Jordan



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

Estimate

Name / Address
Hastings Fire Department Chief Mark Jordan mjordan@hastingsmi.gov

Date	Estimate #
7/14/2025	13536

P.O. No.

Item	Description	Qty	Cost	Total
EFJ Viking VM-7000	EFJohnson Viking VM-7000 - options vary by customer +sh VM7930BF-P 7/800 MHz VM7730BF-S VHF KCH-20RV KCH-20 Dual Remote (Qty 2) KCT-71M2 17 ft KCT-71M3 25 ft KMC-65M Standard Mics (Qty 2) KRK-17BF Remote Kit (Qty 2) KCT-23M3 Standard Deck DC Cable (Qty 2) KMB-33M Standard Deck Mounting Bracket (Qty 2) KCT-71M4 Control Cable 597539077901 USB Micro B Extension Cable (Qty 2) -Connect external speakers to KCH-20 KES-5A Speaker for KCH-20 KCT-72M KCH-20 connection cables -Connect external speakers to radio KES-5A High power speaker (Qty 2) KAP-2 HA/PA Relay (Qty 2) Analog FM P25 CAI AMBE+2 Analog Conventional 8322000002 P25 Conventional 8322000005 P25 Phase 1 Trunking 8322000006 P25 Phase 2 TDMA 8326000006 1024 Ch 8323000003 Multi Key DES-OFB 8323000004 Multi Key AES 8323000005 ARC4 (ADP Compatible) Conventional Voting Scan TrueVoice™ Noise Cancellation 8326000015 25KHz Disabled 3 Year Warranty MI Deal List \$8,888.50	1	7,110.80	7,110.80T
discount	EFJ PDR 5107928 Discount for new radio configurations with AES \$300.00 per radio Promo expires 7/31/2025		-300.00	-300.00
Shipping/Handling	insured shipping/ freight charges	1	100.00	100.00
Program MPSCS Radio	Programming MPSCS Radio, per radio, starting at \$100.00. Template modifications, MOUs, and other assistance will incur additional per radio charges.	1	100.00	100.00

Thank you for your inquiry. Estimates are good for 30 days unless other wise specified.	Total
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Phone #	Fax #
2696739900	269-673-9904

Customer Signature



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

Estimate

Name / Address
Hastings Fire Department Chief Mark Jordan mjordan@hastingsmi.gov

Date	Estimate #
7/14/2025	13536
P.O. No.	

Item	Description	Qty	Cost	Total
MI Deal Info	Pricing reflects agency participation in MIDeal contract pricing. If at the time of purchase, the agency is no longer a member of MIDeal, the pricing reverts to the list pricing shown.		0.00	0.00T
MPSCS Info	There is a \$250.00 per radio activation from the MPSCS. Once the radios arrive, C-Comm will send the radio file to the Radio Programming Unit. They will contact the radio end user, info as supplied from C-Comm. They will verify a current user agreement. If there is a user agreement, an invoice will be sent out to the end user. If there is not a current user agreement, the MPSCS will send a form to be completed by the end user. Then a template for the radios will need to be made. C-Comm can assist in this process. Once all of this has been completed, and the invoice has been paid to the MPSCS, the radio files will go into the programming queue. This can take from 2-3, or more, months, depending on workload at the MPSCS. Due to this prolonged process, C-Comm requests that the above customer pays for the radio equipment when C-Comm takes delivery from the manufacturer.		0.00	0.00
			0.00%	0.00

Thank you for your inquiry. Estimates are good for 30 days unless other wise specified.	Total	\$7,010.80
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Phone #	Fax #
2696739900	269-673-9904

Customer Signature

Mark Jordan



Regular Council Agenda Item Memorandum

To: City Council

From: Verne Robins, Utilities Superintendent

Subject: Polymer Proposal

Meeting Date: July 28, 2025

Recommended Action:

Motion to approve the proposal from WaterSolve to provide Polymer for the Wastewater Treatment Plant in the amount of **\$27,000**.

Background Information:

We did not seek any bids for Polymer but instead requested jar testing to ensure we received a quality product that will work with our sludge. We have two polymer providers that were willing to do some testing for us on our sludge. Haviland and Water Solve. We are anticipating trying both polymers to see which one will work the best with our facility. Currently we are using Water Solve Polymer and have had little issues with it. We are going to give Haviland's polymer a try and see how it works.

Financial Implications:

Polymer is budgeted for \$27,000. I am requesting the full amount for the year. This will vary depending on demand. We use 12 - 16 barrels per year.

Attachments:

- Water Solve Quote
- Haviland Quote

PO# 78704



WaterSolve LLC
5031 68th Street SE
Caledonia, MI 49316
ph - 616-575-8693
fax - 616-575-9031
www.gowatersolve.com

TO:	SHIP TO:
City of Hastings Purchasing 201 E. State St. Hastings, MI 49050	Hastings Wastewater Treatment Plant 825 W. Apple Street Hasting, MI 49058 1-269-945-3083

Assumptions:

Pricing is for Hastings normal 8 drum shipment this fiscal year 2025-2026

Proposal	Terms	REP	Ship Date	VIA	F.O.B.	Date
H071725	Net 30	BS	To Be Determined	LTL Carrier	Delivered	17-Jul-25
Quantity	Item Code	Description			Unit Price	Amount*
3600 lbs	Polymer	Solve 9274 Polymer - 8 Qty - 450 lb drums			\$3.30 /lb.	\$11,880.00
	Freight	Standard LTL Freight Delivered to Hastings, MI 49058 Included in Price				

This Sales Proposal is subject to WaterSolve's Standard Terms & Conditions which are incorporated by reference and the additional Terms and Conditions of Sale listed on page 2. This Sales Proposal is valid June 10 2025 - July 10 2026

Brian Schaab
brians@gowatersolve.com

Thank you for this opportunity to quote this project with your company.

Signature & PO#: _____



WaterSolve LLC
5031 68th Street SE
Caledonia, MI 49316

In addition to WaterSolve's Standard Terms & Conditions, the following terms apply to this Sales Proposal unless otherwise noted above:

- A Geotextile dewatering performance trial, chemical conditioning program, and hanging bag performance test are required before start up.
- Customer shall complete a Credit Application at the time of the initial order.
- The Contract Price excludes all taxes (sales and use), special delivery, freight surcharges after proposal date, or freight differentials for quantities smaller than the volumes listed

on page 1. The Contract Price is in US Dollars (\$).

- Customer shall prepare the lay-down area and verify (0.0% side to side and maximum 0.5% end to end) in accordance with **WaterSolve's Standard Terms & Conditions**.
- Customer shall be responsible for any change in project design or material character including all resulting change orders. Costs to implement Customer design changes after design approval shall be charged at WaterSolve's customary hourly rate.
- Customer is responsible for all permitting with applicable regulatory agencies.
- Customer is responsible for all site conditions, including the presence, handling and disposal of hazardous materials. WaterSolve disclaims any responsibility, liability, or duty to investigate site conditions. Empty tote and drum containers are the customer's responsibility for disposal.
- Fuel is provided by others unless specified in the proposal.
- Gas monitoring is provided by others unless specified in the proposal.
- Unspecified debris removal (non-native materials) located in the area to be pumped out is the responsibility of others, and any costs/delays due to debris removal will result in standby rates.
- If Seller is engaged to provide on-site services, Seller will provide such services Monday – Saturday, not to exceed 10 hours per day.
- Customer shall notify WaterSolve of any special wage requirements at time of order. Special wage requirements may result in increased daily rates from those listed on page 1. Daily rates include travel and on-site time. Holidays will be charged at double the daily rate, if worked, and at normal daily rate if standby is required after mobilization, unless otherwise specified in the proposal.
- Equipment Rental includes mixing manifold, injection port, sampling ports, and Geotextile injection ports (all schedule 40 PVC with cam-lock fittings), as applicable. Equipment rental is one-month minimum. Rental rates shall be pro-rated after each complete month.
- Project Work Order must be completed before beginning of project. Additional work outside of the Sales Proposal may cause additional charges and delays.
- Clean water and electrical power to polymer make-down unit are to be provided by others.
- Custom made products require one half of Product cost paid at time of order. Restocking fees on custom size products may apply.
- Customer shall pay mobilization charges when mobilization to the job site is complete. Mobilization charges include travel, shipping and expenses to transport the personnel and equipment to the site and one day of time for set up at the site unless otherwise noted. After one day on-site, daily rates apply until the project is complete. If delays are encountered that do not require WaterSolve to be on site and provided Customer timely notifies WaterSolve, Customer shall pay WaterSolve its Standby Rate equal to two thirds of WaterSolve's established daily wage rates. A change in project start date may result in mobilization penalties.
- Standby rates will be at normal daily rates for any equipment on site.
- Polymer selection and quantity and geotextile capacity is based upon testing of Customer's sample. The Sales Proposal assumes that samples obtained are representative of the site. Customer hereby assumes the entire responsibility and liability for testing and determining the site conditions and material characteristics, and obtaining and providing Watersolve samples representative of the material to be treated. Watersolve is not responsible for familiarizing or determining the actual site conditions or testing of any material characteristics to determine if the samples provided are representative of all materials present. Therefore, WaterSolve makes no implied warranty of any kind that its Product(s) are suitable for Customer's intended use. Customer understands that the material characteristics or any other factors of the sample provided to Watersolve, by Customer, may differ from the actual site conditions. Customer further understands that the sampling techniques such as composite sampling, may mask materials that may result in delays and difficulty treating the actual site materials. Customer shall be solely responsible to make sure Products(s) used are per Owner's specifications. Customer assumes full liability for any loss, damage, delay from the use of Watersolve's Product(s) and shall hold Watersolve harmless from any and all causes of action related to the use of Watersolve's Products(s) due to material character changes from the samples tested.
- Bonding Costs and Insurance Limits beyond WaterSolve's current limits are not included in the price.
- NO PARTY SHALL BE LIABLE FOR LIQUIDATED, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM THE OTHER PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT. Notwithstanding anything else in this Agreement to the contrary, Watersolve's aggregate liability for any and all damages of any kind arising out of or related, in whole or in part, to this Agreement shall be limited to the amount that is equal to the Contract Price hereunder
- In the case of Force Majeure, All work that has been completed, including Mobilization and Demobilization, and restocking and shipping of return of custom products, to be included in that month's invoicing to be paid in full.
- Client will not withhold any payment "holdbacks".

WaterSolve makes no implied warranty of any kind. Customer is solely responsible for determining whether or not Product(s) is suitable for Customer's intended uses. WaterSolve shall not be held

liable for any Geotextile site excavation or surveying to determine if land is suitable for lay-down. Technical service is limited to setup and operation of WaterSolve equipment. Any other technical advice or information is given without consideration. No such information or advice relieves the Customer from ultimate liability to ensure products are used properly per specifications or from Customer's sole responsibility to determine whether the Product(s) is suitable or desirable for Customer's intended use.

WATERSOLVE, LLC - STANDARD TERMS & CONDITIONS

1. Contract. WaterSolve's Order Acknowledgement ("Order") and these Standard Terms & Conditions constitute the complete Contract ("Contract") between WaterSolve, LLC ("Seller") and Customer. This Contract is also subject to the terms and conditions of Customer's Credit Application.
2. Contract Formation. Customer's ordering of any Product or service, Customer's issuance of any Purchase Order to Seller, Seller's performance of any service, or Seller's shipment of any Product shall constitute Customer's acceptance of these Terms & Conditions. No additional or contrary term in any Customer document is binding upon Seller unless agreed to in writing and signed by Seller's authorized officer. Seller's performance is condition upon Customer's unmodified consent exclusively to these terms.
3. Contract Change. This Contract may be modified only by written authorization of a Vice President of Seller. Customer may not rely on Seller's performance, course of dealing, or other conduct as a modification of the Contract. Seller's failure to exercise a right or insist on strict compliance with the Contract shall not be deemed a waiver by Seller. Customer may not rely on any failure to enforce any rights as a course of dealing. No waiver by Seller of any breach of the Contract will be a waiver of any other breach.
4. Definitions. "Circumstances Over Which Seller Has No Control" means circumstances over which Seller has no reasonably cost-effective control, including: weather conditions, raw materials and third-party item shortages; power and fuel shortages; unavailability of transportation, including transportation for delivery of raw materials and third-party items; fire, floods, and other acts of God; strikes, lockouts, and shut downs; equipment failures; wars, civil riots, embargoes, blockades, trade sanctions and restrictions, and other government actions; and compliance with any law. "Includes" and "including" do not exclude an item not listed. "May" signifies a right that a party may or may not exercise, without waiving the right. "Or" includes the conjunction of two or more of multiple elements. "Product" means the materials and other goods and services (if any) described in the Order. "Rights" includes all rights and remedies available to Seller at law, in equity and under the Contract. All rights are cumulative and may be exercised individually or concurrently. "Third-party item" means any product supplied by third parties.
5. Customer-supplied information. Seller may rely upon the accuracy of any information supplied by Customer, including drawings, technical information, testing data, sample submittals, process parameters and material quantities. Seller disclaims any responsibility, liability or duty to investigate of and for existing site conditions, adequacy of lay down areas, accuracy of sampling, that samples obtained are representative of site, changed conditions and condition of existing liner. Customer expressly acknowledges that any composite sample provided may mask actual, existing conditions and Customer assumes the risk associated with composite samples, including additional costs for changes in design or material.
6. Customer Responsibility. Customer shall: (a) provide unimpeded site access; (b) provide proper lighting and security to protect against theft of Seller's equipment; (c) prepare lay-down areas and verify that lay-down area is free of sharp objects and debris; (d) perform any required site investigation; (e) perform any required surveying; (f) establish and verify site grades (0.0% side-to-side and maximum 0.5% end-to-end) and ensure that graded conditions conform to design drawings, specifications, and standard Geotextile SOP requirements; (g) supply all utilities, including clean water and electrical power; (h) secure and pay for necessary approvals, easements, permits and licenses; (i) comply with any applicable law, rule or regulatory requirement, including permitting; (j) conform to any permitting requirements for the discharge of water; (k) adhere to SDS/MSDS for products and proper personal protective equipment; (l) assume all risk for the status of any liner not supplied by Seller; and (m) assume all risk of damage to existing liner during the course of Seller's work.
7. Mobilization. If Seller is providing any on-site services, Seller shall be entitled to a mobilization fee. Customer shall pay the mobilization fee upon completion of mobilization to Customer's site. The mobilization fee includes travel, shipping and expenses to transport personnel and equipment to the site. Customer's change to Seller's established project start date may result in mobilization penalties and additional charges. If delays are encountered after mobilization such that Seller's personnel are not required to be on site, and provided Customer promptly notifies Seller of such conditions, Customer shall pay Seller its Standby Rate equal to two thirds (2/3) of Seller's established daily wage rates. If a prolonged disruption in its work occurs, Seller may demobilize equipment and personnel from the site and Customer shall be responsible for Seller's actual demobilization costs and any subsequent re-mobilization costs.
8. Technical Assistance. To the extent Seller is engaged to provide on-site services, Seller shall provide such services Monday – Saturday, not to exceed ten (10) hours per day, unless otherwise noted. Before ordering any Products and before engaging any of Seller's services, Customer shall advise Seller of any special wage requirements, including the requirement to pay state or federal prevailing wages. Special wage requirements may result in daily wage rates higher than those identified in Seller's Sales Proposal.
9. Deviation from Standards. Any quotation, proposal or similar description (hereafter, collectively, "Description") by Seller of materials or services to be supplied by Seller in connection with this Contract or any quote by Seller in response or reference to a particular set of plans or specifications shall be construed and presumed to be a general Description of such materials and services, incorporating Seller's standard and ordinary details, materials, and scope of products contracted for (hereafter, collectively "Seller Standards"). Seller is not obligated to furnish or accommodate any additions to or variations (hereafter "Variations") from Seller Standards unless such Variations are specifically included in a document signed by an authorized Seller representative, and unless such Variations are expressly and conspicuously identified as being different from or additional to Seller Standards. Such Variations shall not be implied in any manner nor shall they be merely incorporated by reference to plans or specifications or other descriptions outside of the express provisions of this Contract or express provisions of Descriptions given by Seller. In the event of conflict, inconsistency, or ambiguity between any plans and specifications furnished by or on behalf of Customer and Seller Standards, Seller Standards shall control.

10. Shipment Quantities, Dates, and Returns. Customer shall give Seller reasonable notice of Product quantities and shipping instructions. Seller shall not be obligated to ship product if: reasonable notice of quantities and instruction is not given; the amount is unreasonably disproportionate to the scheduled amounts; the amount exceeds estimates provided by Customer to which Seller has agreed in writing; or if, in Seller's sole judgment, the amount is disproportionate to the total amount in the Contract. Expedited orders (those that must be shipped in less than 48 hours) may be subject to \$250 expediting fee in addition to all other extra transit fees. All shipping dates (including firm shipping dates) may change as a result of Circumstances Over Which Seller Has No Control. Any product that meets specifications set forth in a quote or MSDS may be returned, subject to a thirty-five (35) percent restocking fee (35% of quoted price) if sent back within 15 days of receipt at Customer's expense. The product must not have been opened or contaminated in any way. Seller has no obligation to accept conforming products returned after 15 days. Seller may impose additional restocking fees on return of custom-sized products. Customer acknowledges that Seller may not have on hand in Sellers' open stock all of the items purchased by Customer and that Seller will be relying on Customer's agreement to purchase such items as a basis for Seller to enter into binding agreement with others for the delivery of such items. Because of Seller's reliance Customer's obligation to purchase the Product shall be unconditional and irrevocable.

11. Delivery Terms. Unless specified otherwise, delivery terms are CIP (Incoterms, 2010), Customer's project site. Seller's weights establish quantities delivered to the Customer.

12. Nonconforming Product. Customer shall inspect all Product promptly upon receipt. Within two (2) days after delivery of Product, Customer shall notify Seller in writing of any non-conforming Product or any deficiencies or shortages; otherwise Customer waives all such claims. Customer's use or resale of any Product claimed to be non-conforming or deficient shall constitute Customer's acceptance of such items. Customer shall not withhold payment or adjust the amount of the Contract Price because of any such claim. Customer's sole remedy shall be the replacement or repair by Seller, at Seller's sole option, of non-conforming or deficient items in accordance with the Disclaimer and Limited Warranty.

13. Prices. The Contract Price excludes all taxes, demurrage charges, special freight delivery terms (Expedited, Weekend or Holiday fees, or freight differentials for quantities smaller than identified in the Sales Proposal) unless otherwise stated in the Sales Proposal. Customer shall pay all present and future taxes applicable to the sale or use of the Product (including sales, use, excise, and value-added taxes). If the Product is shipped by tank car provided by Seller, Customer shall: pay all demurrage and other charges by the carrier; unload the tank car within seven (7) business days after arrival at the destination; and pay a retention charge at Seller's then current rate for each day or fraction of a day (including Sundays and holidays) that Customer retains the tank car after the seven (7) business day period.

14. Changes. All changes in the engineering details of any order which Customer requests after final approval of design or drawings are subject to additional charges, including engineering charges and factory charges on any work affected by the change. Such charges shall be added to the Contract Price.

15. Custom Orders. For custom-sized Products, Customer shall pay Seller one half (1/2) of the Product price at the time of Customer's order.

16. Payment. Customer shall pay the Contract Price in United States dollars. Seller may apply payments to oldest matured invoices first. Payment is due net thirty (30) days from the date of shipment unless otherwise specified. Customer shall pay interest at the rate of eighteen percent (18%) per annum on any invoice not paid within thirty (30) days from the date of shipment.

17. Limited Warranty. Seller warrants that all Products except third-party items will conform to the description in the Order and to Seller's Product specifications. Seller warrants that the Product has been produced in compliance with the Fair Labor Standards Act of 1938, as amended. Seller assigns to Customer all of its rights under warranties of third-party items.

(a) Disclaimer of Warranty. Seller makes no express or implied warranty of merchantability. Seller makes no express or implied warranty of fitness for a purpose. Seller makes no express warranty except as described in this paragraph. Seller makes no implied warranty of any kind. Customer is solely responsible for determining whether or not Product is suitable for Customer's intended uses. Seller will not be held liable for any Geotube site excavation or surveying to determine if land is suitable for laydown. Technical Service is limited to setup and operation of Seller equipment. Any other technical advice requested from Customer is only for informational purposes and such advice does not relieve Customer from ultimate liability to ensure products are used properly and per specifications. Any information or technical advice provided to Customer has been given without consideration, and no such information or advice relieves Customer from sole responsibility to determine whether the Product is suitable for Customer's intended use, including the responsibility to determine whether the Product is desirable.

(b) Remedies. The remedies in this Contract are the only remedies for any failure of the Product to conform to any warranty or for Seller's breach of any other obligation or for any other claim against Seller that may arise in connection with the Contract. Seller will replace any Product, except third-party items, for which Customer has given Seller written notice of defect within two (2) days from the date of receipt, and for which Seller has verified the defect. Remedies are further limited in other provisions of this Contract.

(c) Liabilities. Seller shall not be liable for any special, consequential, incidental, or penal damages, regardless of the legal theory alleged, (including negligence and strict liability), or other rights including, but not limited to, damages attributable to loss of profits of revenues, loss of production, loss of the use of the Product, cost of substitute equipment or facilities, down time costs, increased construction costs, equipment and tank cleaning, and claims of Customer's customers or contractors. Customer shall indemnify, defend and hold Seller harmless from all claims by third parties arising out of or in connection with the Contract, service or Product, including, but not limited to, claims for personal injury, property damage, economic loss, or costs of litigation. Customer shall reimburse Seller for all attorneys' fees and any other costs incurred in connection with the defense of any such claim. Seller shall not be liable for any damages that might occur due to the presence or conditions of any utilities or materials located around and under any part of Customer's premises

18. Maintenance of Labels. Customer shall maintain all labels, product information materials, and warnings for the Product supplied by Seller or on any container for the Product, and shall restore any such materials that have been damaged, defaced, or otherwise made difficult to read.

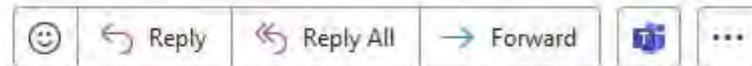
19. Defaults. Seller may delay shipment, reduce amounts shipped, or terminate the Contract if (a) Customer fails to make any payment promptly when due or otherwise fails to comply with the Contract, (b) Customer ceases to conduct its operations in the normal course of business, (c) Customer is or becomes unable to pay its obligations as they mature, (d) any proceeding under the Bankruptcy Code or any other insolvency law is brought by or against Customer, (e) a receiver for Customer is appointed or an application for a receiver is filed, (f) Customer makes an assignment for the benefit of creditors, or (g) Customer fails to provide adequate assurance of future performance within fifteen (15) days after demand by Seller (which will constitute a repudiation by Customer of the unperformed portion of the Contract). Customer shall reimburse Seller for all costs, including attorneys' fees, incurred by Seller in connection with enforcing the Contract or any right accruing to Seller as a result of the Customer's breach of Contract.

20. Assurance of Performance. Seller may demand from Customer adequate assurance of future performance acceptable to Seller whenever Seller has reasonable grounds for insecurity concerning Customer's performance. Until it receives adequate assurance of future performance, Seller may suspend its performance under the Contract. "Reasonable grounds for insecurity" includes the circumstances described in ¶19. "Adequate assurances of future performance acceptable to Seller" will depend on the circumstances.
21. Limitations on Claims. Legal proceedings on any claim by Customer or any other party against Seller in any way related to the Contract must be brought within one year from the date of shipment of the Product from Seller's facilities or manufacturer's facility. Customer waives all proceedings not brought within one year from the date of Product shipment and all claims and defenses that could have been asserted in such proceedings.
- (a) Limitation of Remedy. Regardless of any other provision in the Contract or in any other contract between the parties, Seller's liability for damages shall be limited to the consideration actually paid to Seller under the Contract. This limitation covers all claims in any way arising out of or resulting from the Contract, regardless of the legal theory alleged, including negligence and strict liability.
- (b) No Damages for Delay. Seller shall not be liable for, and Customer covenants not to assert against Seller, any claims or demands for construction or project delays, disruptions, interference, or other losses, damages, costs or expenses of any nature whatsoever, attributed to delays in engineering, shipping, delivery or other performance required of Seller or caused by or attributed to missing, misfabricated or otherwise defective or deficient drawings, parts, materials and products. No written or oral representation, promise, or undertaking of Seller as to any proposed, anticipated, planned or required date shall be construed to be an undertaking by Seller to assume liability for losses, costs or damages of the type and kind disclaimed in the preceding sentence. If any portion of this disclaimer is determined to be subject to a common law or statutory exception, or is otherwise held to be unenforceable in whole or part, the remaining portion shall be unaffected. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FROM ANY DELAY. Customer covenants not to assert any claim against Seller in any legal or quasi-legal proceeding that is inconsistent with this provision. Breach of this covenant shall entitle Seller to recover damages for the costs and expenses, including attorneys' fees, Seller incurs defending against such claims.
22. Safety. For any work performed on Customer's premises, Customer shall furnish a work place free from hazards that may cause harm and Customer agrees to take all reasonable precautions for the safety of Seller's employees, agents or subcontractors. Customer shall comply with all applicable federal and state safety laws, regulations and orders of any public authority. Customer shall hold harmless, defend and indemnify Seller from any claim, damage, loss or fine, including attorney fees arising from Customer's failure to comply with any safety requirement, except where Seller is adjudged to be solely negligent.
23. Hazardous Materials. To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless Seller and Seller's consultants, agents and employees from and against claims, damages, losses and expenses, including attorney fees arising out of the presence of any hazardous materials on Customer's premises.
24. Force Majeure. Seller will not be liable to Customer for any inability to perform the Contract attributable to circumstances over which Seller has no control. If Circumstances Over Which Seller Has No Control occur, Seller's time for performance will be extended by the period of any delay attributable to the circumstances, and Seller will be excused from delivery of the Product or may allocate Product among Customers.
25. Security Interest. The Customer grants and Seller retains a purchase money security interest in the products purchased hereunder until the net Contract Price is fully paid and all other obligations of the Customer are satisfied.
26. Assignments. Customer may not assign all or any part of this Contract without the written consent of Seller.
27. Applicable Law. The Contract shall be construed under the laws of the United States of America and the State of Michigan. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
28. Arbitration. At the sole option of Seller, all disputes of any kind shall be decided by Arbitration and governed by the applicable rules of the American Arbitration Association (AAA) existing when the claim arose. The award of the arbitrator shall be final and binding and shall be enforceable in a Court of competent jurisdiction. The sole, exclusive venue for arbitration or any legal proceeding shall in Kent County, Michigan. This venue provision shall control over any contrary AAA rule.

Re: Polymer Pricing Quote



Darlene Devereaux <darlened@havilandusa.com>
To: Verne Robins



Thu 7/17/2025 4:59 PM

CAUTION: External Email

Verne,

Polymer price

Havaflok 560
450/lb. Drum
\$2.00/lb.
\$900.00/drum

We have these drums in stock all the time.

Thank you

Darlene Devereaux
Haviland Products Company



Regular Council Agenda Item Memorandum

To: City Council

From: Verne Robins, Utilities Superintendent

Subject: Hydrocorp Contract Renewals

Meeting Date: July 28, 2025

Recommended Action:

Motion to approve the three-year residential contract renewal in the amount of \$74,483.50 and the three-year non residential contract renewal of \$46,499.35 with Hydrocorps for the cross connection control program.

Background Information:

Hydrocorp has been our contracted cross connection program facilitator for three years. They will continue to do our initial residential inspections while maintaining the commercial inspections. After this three-year contract, all initial residential inspections will be completed.

Financial Implications:

This is budgeted in the water and sewer fund.

Renewal Service Agreement

DEVELOPED FOR

Verne Robins

City of Hastings

201 E State St

Hastings, MI, 49058

7/9/2025

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDROCORP

THE SAFE WATER AUTHORITY™

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE

5700 Crooks Road, Suite 100

Troy, MI 48098

800.690.6651 TOLL FREE

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248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL

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APPENDIX - QUALIFICATIONS 10

Statement of Work

HydroCorp™ will provide the following services to the City of Hastings. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Hastings with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the City of Hastings and HydroCorp, you may expect completion of the following elements within a 36 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Residential Homes)
- Review/establish procedure for vacant homes.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish procedures including supplemental information/notification that may be requested from these types of homes in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

1.2. Inspections. Company will perform initial inspections, compliance inspections, and re-inspections at residential homes within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company and can be purchased for an additional fee.

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections, backflow device installation and testing requirements, if applicable
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format)

1.8. Support. Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: residential.

1.10. Inspection Terms. Company will perform a maximum of 1,050.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$70.94. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division. Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all residential homes.

1.12. Policy Manual. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client.

1.13. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. Data Management. Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. Annual Year-End Review. Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16. Vacuum Breakers. HydroCorp will provide up to four (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$1,988.29	\$23,859.50
2	\$2,067.92	\$24,815.00
3	\$2,150.75	\$25,809.00
Contract Total	\$74,483.50	

Contract Amount is based upon a 36 Months and shall renew in 12-month increments after unless written cancellation by either party is received at least 60 days prior to next renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 8/16/2025.

City of Hastings

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30)

days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "**Pre-Existing Materials**" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "**Client Materials**" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED,

STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable

efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, “**Representatives**” mean a Party’s affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. **Indemnification.** Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client’s breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, “**Losses**” mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. **Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10. **Limited Warranty.**

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company’s sole and exclusive liability and Client’s sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client’s written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt

or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue thereafter until terminated by either Party as set forth herein (the “**Term**”). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either party may terminate this Agreement, effective upon written notice to the other party (the “**Defaulting Party**”), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until completion.

13. **Insurance.**

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company’s request, Client shall provide Company with a certificate of insurance from Client’s insurer evidencing the insurance coverage specified in

this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude

any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate

transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections ***annually***.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

Renewal Service Agreement

DEVELOPED FOR

Verne Robins

City of Hastings

201 E State St

Hastings, MI, 49058

7/9/2025

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDROCORP

THE SAFE WATER AUTHORITY™

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE

5700 Crooks Road, Suite 100

Troy, MI 48098

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248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL

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APPENDIX - QUALIFICATIONS 10

Statement of Work

HydroCorp™ will provide the following services to the City of Hastings. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Hastings with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the City of Hastings and HydroCorp, you may expect completion of the following elements within an 36 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

1.2. Inspections. Company will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company and can be purchased for an additional fee. Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections, backflow device installation and testing requirements, if applicable
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy

of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format)

1.8. Support. Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 336.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$138.39. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division. Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Policy Manual. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client.

1.13. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. Data Management. Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. Annual Year-End Review. Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16. Vacuum Breakers. HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$1,241.33	\$14,896.00
2	\$1,290.99	\$15,491.84
3	\$1,342.63	\$16,111.51
Contract Total	\$46,499.35	

Contract Amount is based upon a 36 Months and shall renew in 12-month increments after unless written cancellation by either party received at least 60 days prior to next renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 11/1/2025.

City of Hastings

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the

Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous

sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the "**Company Representatives**") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire", Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. As used herein: (a) "**Deliverables**" mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) "**Intellectual Property Rights**" means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client's reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "**Pre-Existing Materials**" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by

Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "**Client Materials**" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities

inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. **Confidentiality.** From time to time during the Term, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as “confidential” (“**Confidential Information**”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party’s possession prior to Disclosing Party’s disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party’s Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party’s legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party’s request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, “**Representatives**” mean a Party’s affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. **Indemnification.** Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client’s breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, “**Losses**” mean all losses, damages,

liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. **Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10. **Limited Warranty.**

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company’s sole and exclusive liability and Client’s sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client’s written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY

AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the Effective Date and shall continue thereafter until terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until completion.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars

(\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its

own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION

ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



Regular Council Agenda Item Memorandum

To: Mayor Tossava & City Council

From: Robert Neil, Street Superintendent

Subject: Replacement of #550 Dump Truck Box

Meeting Date: July 28th, 2025

Recommended Action:

Motion to approve the purchase and installation of a 9' Galion Dump Body on the city-owned Dodge 5500 work truck by Truck and Trailer Specialist in the amount of **\$15,661** and linking of a rear hitch modification for **\$475**. The total amount to complete this project is **\$16,136**.

Background information:

The dump body on the city's 2014 Dodge 5500 has major rust damage that is impacting the strength and integrity of the dump box. Additionally, rust holes have been discovered, resulting in stored materials spilling onto city streets. The leaking materials are a serious hazard for drivers and pedestrians. Per staff, it is also becoming increasingly challenging to make in-house repairs.

The truck is a multi-functioning piece of equipment that is used by the department on a regular basis for hauling material (salt, sand, gravel, etc), spring and fall cleanup, snow removal and many more uses. Replacing the dump body now extends the useful life of this asset, ensures the secure transportation of materials, and overall improves the appearance of a city asset to the community. The capital improvement plan shows the truck being replaced in 2029, but this could be extended if the dump box is replaced now.

Financial Implications:

Attached is a quote obtained from Truck and Trailer Specialties of Dutton, Michigan for \$15,661, plus a quote to include a rear hitch modification for \$475.00. The total amount to complete this project is \$16,136.

Recommendation:

It is my recommendation that the City Council authorize the purchase and installation of a 9' Galion Dump Body onto the city-owned Dodge 5500 Chassis, and approve the rear hitch modification.

Attachments:



Regular Council Agenda Item Memorandum

- Photos of 2014 Dodge 5500 and quotes from Truck & Trailer Specialties, Inc.



Regular Council Agenda Item Memorandum



Truck & Trailer Specialties

**3286 Hanna Lake Ind. Park Dr.
Dutton, MI. 49316
Phone 616-698-8215, Fax 616-698-0972
Quote No. DQO005419**

**City of Hastings
Attn: Jr Argo
Phone:269-838-6556
May 20, 2025**



State Contract Hyperlink No: [240000000167](#)

Equipment Quotation

Chassis: **Truck #550**, 2014 Dodge Ram 5500, C&C, DRW, 84" CA, Backpack toolbox, existing Gallion 9' Dump Body/hoist

Remove and discard the following body mounted equipment including:

- Gallion 9' dump body: **Model IOOU-9, Serial No. B14-0569**, includes remove existing rear hinge
- Remove existing Aero tarp system from take-off dump body for transfer onto replacement body
- Existing Gallion hoist to be utilized: **Model PF-524-09, Serial No. H14-0171**
- Existing pump, hydraulics, in cab controls, and related to be utilized
- Existing Backpack toolbox to be utilized
- Existing rear hitch plate and rear bumper to be utilized
- Rear hitch plate mounted lighting, wiring, and related in-cab control switches to be utilized

Crysteel E-tipper carbon steel dump body including the following:

- Outside Length 9' Body ID 87" Body OD 96"
- Front height: 40", material: 7 ga. A1011 steel
- Side height: 14", material: 7 ga. A1011 steel, Style: both rigid
- Boxed top rail
- Tailgate height: 20", material: 7 ga. A1011 steel
- Double panel quick drop, manual release tailgate
 - Quick drop handle located on the right-hand side
- Frame style: Western Tubular
- Longbeam material: 7 ga. steel, Rustproofed 7" Longbeam height
- Floor material: 3/16" AR450 steel
- 1/2 straight integral cabshield (20")
- Window: 9" x 35" tapered
- Select style chain slot brackets
- One oval light hole cut out in each rear pillar, mounted as low as possible
- Mud flaps mounted in front and behind rear drive tires, anti-sail brackets
 - Installed on rear flaps only
- Install new Crysteel rear hinge assembly
- If unable to utilize the existing fuel fill mounting bracket, a new mounting bracket will be fabricated and installed. New bracket, if applicable, will be painted black in color.
 - Existing fuel fill tube components to be utilized.
- Install bolt-on, spring loaded dual shovel holders, one on each side of the dump body
- Dump Body to be sandblasted, primed, and painted black in color

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.
Dutton, MI. 49316
Phone 616-698-8215, Fax 616-698-0972
Quote No. DQO005419

Modifications to replacement dump body to include the following:

Note: take off Gallion dump body has 6" longsills with 3" crossmembers.
Replacement Crysteel E-tipper dump body has 7" longsills and **!!2.** crossmembers
Shims to be installed between the hoist subframe and body longsills **only as needed** to
gain adequate clearance of the existing Gallion hoist cylinder
Install support bracketry for use with existing rear hitch plate only as needed.
If support bracketry is needed, it will be painted black in color

Install take-off Aero tarp system onto replacement dump body including:

Fabricate and install mounting bracketry as needed for installation
of transferred tarp system

Existing tarp, tarp switch, and relay to be utilized

Install new tarp wiring from existing tarp motor to existing tarp relay

Install custom lighting/electrical to include the following:

SoundOff LED amber/green Pinnacle mini light bar warning flasher mounted forward of
cabshield using stainless steel mounting bracketry, centered, installed high enough
for 360-degree viewing, **no** brush guard included

Install new Proximity switch and wire to existing dash mounted body-up light

Betts Dry seal junction box mounted at rear

New wiring for body mounted lighting, wired to junction box

Back up alarm

Miscellaneous:

No sand blasting or painting of the existing chassis frame, hoist/subframe, rear hitch, or
rear bumper is included. Touch up with black paint only as needed

Above installed Price: \$15,661.00 e.1.

Option #1: Rear hitch modification including the following:

Remove existing bolt-on pintle hitch from rear hitch plate

Cut access hole through the base of the hitch plate, centered, directly above the rear bumper

Install 2" Reese style receiver tube, includes weld tube to rear hitch plate and top
of rear bumper

Fabricate and add any required gussets/support bracketry, only as needed

Touch up with black paint

Option #1 Price Add: \$475.00 ea.

Lead time: 24 - 28 Weeks ARO

Payment Terms: Net 30

Pricing good for: 30 days

Thank you for the opportunity to quote.

Submitted by:
Chad Veenstra / Mike Bouwman



Regular Council Agenda Item Memorandum

To: City Council

From: Verne Robins, Utilities Superintendent

Subject: Utility Cart Purchase

Meeting Date: July 28, 2025

Recommended Action:

Motion to approve the proposal from Power Plus Carts & Accessories for the purchase of a Utility Cart for the Wastewater Facility in the amount of **\$12,883.75**.

Background Information:

This cart was budgeted for and will be replacing a half ton pickup that we currently use to transport tools and maintenance equipment around the facility. This will provide a more eco friendly and efficient way for staff to move equipment such as fire hoses, welders, tools, and other maintenance items from the mechanics bay to other areas of the facility. Currently we are using a half ton pickup which can be too large to fit into certain areas and drive on certain surfaces around the facility. The cart is electric with a utility box.

Financial Implications:

The item is included in the budget.

Attachments:

- *Power Plus Carts Correspondence.*

PO#78743

Your invoice was updated (#000250)

From Power Plus Carts & Accessories <messenger@messaging.squareup.com>

Date Tue 7/8/2025 12:52 PM

To Robert Blocher <rblocher@hastingsmi.gov>

CAUTION: External Email



Power Plus Carts & Accessories

Invoice Updated

\$12,883.75

Due on August 8, 2025

[Pay Invoice](#)

I20U

Invoice #000250

July 8, 2025

Customer

City of Hastings Waste Water Department

Robert Blocher

rblocher@hastingsmi.gov

(616) 821-1774

[Download Invoice PDF](#)

Message

We look forward to working with you.

Invoice summary

I20U **\$11,500.00**

*I20U- White Icon Electric golf cart with
electric utility dump box*

Golf cart enclosure **\$1,233.75**

Delivery **\$150.00**

Subtotal \$12,883.75

Total Due **\$12,883.75**

Power Plus Carts & Accessories

5330 W Saginaw Hwy

Lansing, MI 48917 United States

powerplusmgt@gmail.com

(517) 763-1728

Please contact Power Plus Carts & Accessories about its
privacy practices.

City of Hastings – Capital Improvement Plan Project Application Form



Project Title: Maintenance utility Cart

Project ID #: _____

CIP ID #: SS-6

Department: WWTP

Anticipated Start Date: 03/2001

Date Prepared: 02/03/2025

Project Description: Provide a brief physical description of the project. Please be specific.

Purchase a Utility Cart for the Wastewater plant. In this CIP I have included 3 different Quotes of Utility Cart, two from Ladd,s and one from Power Plus Carts. The I20U is the best options for the type of task we are looking to perform. This cart is a 2024 model in stock, if we are unable get this approved before it is gone a 2025 model will be a 1500-to-2000-dollar Increase.

Project Need: Provide a brief explanation of why the project is necessary.

At Wastewater our buildings and equipment are spread out over a large footprint, and in areas where we can't get into with a truck or the skid steer. We have a need to move back flow/water meter, large hoses, trash pumps, heavy valves, and endless trips back and forth to workshop to get tools and supplies. This Utility Cart will reduce heavy lifting and increase our overall efficiency.

Planning: Is the project included in a prior program, plan, or policy? If so, identify the plan here:

No but will help with implementation of approved CIP like the Alum supply line and in door heater project.

Does the project share space or overlap with other CIP projects? Please describe.

no

Project Cost: _____

Potential Funding Sources:

Please check one of the following for cost basis:

Equipmønd Fund

- ☒ Cost of comparable facility/equipment
- ☐ Cost estimate from engineer/architect
- ☐ Rule of thumb indicator/unit cost
- ☐ Preliminary estimate
- ☐ Ballpark "guesstimate"

List of Attachments (quotes, photos, etc.):

3 Quotes attached





Regular Council Agenda Item Memorandum

To: Mayor Dave Tossava & Hastings City Council

From: Robert Neil, Street Superintendent

Subject: Sale of Equipment

Meeting Date: July 28, 2025

Recommended Action:

Consideration by City Council to approve the following equipment to be listed for sale due to recent vehicle upgrades. Proceeds from items sold will be returned to the equipment fund. It is anticipated that the revenue from selling these items will exceed **\$5,000**.

Items:

1. Two 6.9 yard v-bottom salt spreaders
2. One 2012 4X4 Dodge 3500 HD service truck





Regular Council Agenda Item Memorandum





Regular Council Agenda Item Memorandum

To: Mayor Tossava & City Council

From: Robert Neil, Street Superintendent

Subject: Replacement of Dump Truck #120

Meeting Date: July 28th, 2025

Recommended Action:

Motion to approve the purchase of a 2026 International HV607 Tandem Axle Cab and Chassis from West Michigan International for **\$119,318.50** and install a 14' dump box and perform truck upfitting from Truck and Trailer Specialties, Inc. for the amount of **\$43,892**.

Background Information:

This proposed purchase will replace a 2000 GMC Top Kick work truck that has been with the department for 25 years and has over 56,000 miles on the odometer. The department used this vehicle for various purposes including transportation of salt, snow plowing, and garbage hauling. In 2015, the underbody belly blade was removed, and the truck was used as an all-around dump truck.

The 2026 International Tandem Axle will have a low clearance box, but a higher capacity limit than the GMC Top Kick, additional storage means greater savings on fuel, labor, and truck maintenance costs. The 2026 International Tandem Axle is designed to be an exact duplicate of the Wastewater Treatment Plant's (WWTP) tandem axle truck so that it can be used as a backup.

Financial Implications:

The project was expressed and supported by the Capital Improvement Plan (CIP) for this current fiscal year. The budget estimate was \$160,000.00, however, the total for the truck and upfitting is \$163,207.50, which is \$3,207.50 over the budgeted amount. Funding levels are more than adequate to cover the small overage.

Recommendation:

It is my recommendation that the City Council consider approving the purchase of a 2026 HV607 International Tandem Axle with a 14' dump body with truck upfitting from the proposed vendor.

Attachments:

- Project quotes from International and Truck and Trailer, Inc.
- Photos of the 2000 GMC Top Kick

Prepared For:
City of Hastings
Rob Neil
201 E State St.
Hastings, MI 49058-1954
(269)945 - 5083
Reference ID: N/A

Presented By:
WEST MICHIGAN INTL
Steven E Bush
575 56TH ST. SW
WYOMING MI 49548-4497
(616)241-4656

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2026 MV607 SBA (MV607)

AXLE CONFIG:	6X4
APPLICATION:	Dry Van
MISSION:	Requested GVWR: 53000. Cale. GVWR: 53000. Cale. GCWR: 80000 Cale. Start / Grade Ability: 31.43% / 2.13% @ 55 MPH Cale. Geared Speed: 68.2 MPH
DIMENSION:	Wheelbase: 179.00, CA: 111.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2024, 330HP@2200 RPM, 1000 lb-ft Torque@ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer E-1322IL} I-Beam Type, 13,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.86
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 295/75R22.5 Load Range H ENDURANCE LHS (GOODYEAR), 514 rev/mile, 75 MPH, All- Position
TIRE, REAR:	(8) 295/75R22.5 Load Range G ENDURANCE LHD (GOODYEAR), 508 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{International} Ride Optimized Suspension (IROS) Heavy Duty, 40,000-lb Capacity, 52" Axle Spacing, 9.25" Ride Height, Includes Heavy Duty Spring Hangers, Crossmembers and Fasteners, with Shock Absorbers
PAINT:	Cab schematic 208WP Location 1: 2303, Red (Std) Location 2: 0011, Blk Non Ref (Nrf) Chassis schematic N/A

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$179,118.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$179,118.00
SET MAX ROAD SPEED AND MAX	\$166.50	
CRUISE SPEED FROM 59 MPH TO 68		
MPH.		
Total Preparation And Delivery:		\$166.50
Freight	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$182,384.50
Less Customer Allowance:		(\$63,361.00)
Total Vehicle Price:		\$119,023.50
Total Sale Price:		\$119,023.50
Total Per Vehicle Sales Price:		\$119,023.50
Total Net Sales Excluding Taxes:		\$119,023.50
DOC FEE	\$280.00	
MICHIGAN TITLE FEE	\$15.00	
Total License, Title, & Taxes:		\$295.00
Net Sales Price:		\$119,318.50

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:**Accepted by Purchaser:**_____
Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
 Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

Dutton, MI. 49316

Phone 616 698-8215, Fax 616-698-0972

Quote No. DQO005987

City of Hastings

Attn: Jr Argo

Phone: 269-838-6556

May 20, 2025

Equipment Quotation

Chassis: 2025 T/A International MV607 SBA, 9L Cummins, Allison 3500 RDS with PTO provision

**Note: Mounted equipment must clear available garage door clearance height of 9'2" (110")
(Chad confirmed lowest clear door opening is 9' 2-3/8" during previous water truck build)**

Install Crysteel Select carbon steel dump body including the following:

Capacity: 15 yards

14' long 84" inside width, 96" outside width

7 ga. A101 1 steel sides and ends

60" front height, includes modify/shorten top rail as needed to accommodate mounting tarp as low as possible above the doghouse, form reinforcements as needed

Front style: straight

Front brace quantity: 1

Doghouse for Marathon M63138 hoist

48" side height, front/rear

Side style: single panel with rubrail/pressed horizontal

1/4" AR450 Hardox steel floor material

8" Western Tubular understructure

Frame material: 1/4" A101 1 - 1/4" A101 1

Boxed top rails, **No** board pockets

Dirt shedding top rails, pillars, and tailgate

Body is 100% continuously welded above the floor line

48" tall, 9 panel tailgate with air operated release, 3-1/2" thick

Tailgate is double acting with 1.25" hardened tailgate pins, all have grease fittings

1" hinge plate and 1" flame cut latch pin fingers

Tailgate has 3/8" spreader chains with banjo eye keepers

18" rear pillar depth

3-hole oval light cutouts in rear pillars

No cabshield

No steps on inside of bed

Two fixed stainless-steel steps with grab handles installed streetside above rear tires

Mudflaps installed in front and rear of drive tires

Underside of dump body, and hoist to be painted black in color

Install Crysteel Model M63138 Marathon telescopic hoist including:

Hoist is double acting, trunnion mounted

2-1/4" diameter hinge pin with 2-1/4" bearing surface

6" cylinder with 138" stroke

42-ton capacity, NTEA class 120

Dual body props

Greaseable rear hinge

Heavy duty rear hinge, cap off end of frame below hinge as there will be no hitch plate

There is no sub frame with this body

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

Dutton, MI. 49316

Phone 616-698-8215, Fax 616-698-0972

Quote No. DQO005987

Crysteel Warranty:

Warranty will cover the dump body, hoist, and air cylinder for defective material and/or workmanship at a rate of 100% for the first (3) years, and at a rate of 50% for years 4 and 5

Install Roll Rite electric tarp system including the following:

Tarp system to be installed above the doghouse not hanging in front of body
Aluminum wind deflector, includes shorten wind deflector as needed to keep as low as possible
Aluminum tarp arms, top of tarp arms to be below the top of the wind deflector when in the stowed position
30-degree elbows for loader clearance
3-spring aluminum tarp pivot set
16" heavy duty mesh tarp
Console mounted control switch for tarp operation

Install new Central Hydraulic system including the following:

Hot shift PTO for Allison 3500 series transmission
313-9610-442 PS1 Parker Gear Pump, air actuated
Crysteel air operated valve for double acting hoist
SMR30S 30-gallon black steel Buyers hydraulic reservoir with temperature sight glass
Hydraulic reservoir to be filled with AW32 hydraulic fluid
Brass shutoff valve on suction port
All hoses/fittings to be parker type

Fabricate custom center console and install between the seats to house:

Body up with LED indicator light in console
Apsco single-axis VM-8 controller for hoist with center detent
Tarp switch
Covered/flip-top air tailgate toggle switch
Console to be painted black in color

Custom lighting and electrical to include the following:

No emergency lighting

Oval light hole cutouts in rear pillars to house:

Top position: SoundOffLED stop/turn/taillights 6" oval, one each side

Middle position: SoundOff LED stop/turn/taillights, 6" oval, one each side

Bottom position: SoundOff LED back up lights, 6" oval, one each side

No three-light cluster at rear

All marker lights to be SoundOff LEDs

4-way air valve mounted in cab for air tailgate

Betts junction box mounted at rear

Back up alarm

Proximity switch with console mounted body up LED indicator light

Reinstall chassis supplied taillights under rear bolster

Fabricate and install 6" heavy channel ICC rear bumper

Includes 1/2" x 4" x 6" heavy angle bumper supports welded/bolted to the chassis frame

Re-Install factory provided rear tow hooks over top of angle

6" heavy channeled ICC rear bumper

Paint includes:

Dump body sides/ends to be sand blasted and painted Red in color to match the cab,

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

Dutton, MI. 49316

Phone 616-698-8215, Fax 616-698-0972

Quote No. DQO005987

Paint code 2303, International Red

Prep and paint rear ICC bumper

Rust proofing including the following:

Rust proof chassis frame inside in out from behind the cab back

Rust proof underside of dump body

Includes rustproof rear ICC bumper

Miscellaneous Items Include:

No front hitch

Utilize chassis supplied front and rear tow hooks

Utilize chassis supplied fuel tank

Completed, unloaded equipment height will be 109-1/4" from ground to top of tarp system which is the highest point of mounted equipment allowing 3/4" of door clearance.

Truck will settle over time to increase that gap.

Above installed Price: \$43,892.00 ea.

Lead time: Roughly 34 - 38 Weeks ARO

Payment Terms: Net 30

Pricing good for: 30 days

Differences from the most recent T/A Wastewater truck equipment:

Mild steel dump body construction in lieu of 201 stainless steel

Dump body sides/ends to be painted Red in color to match the cab

Paint Code: 2303 International Red

Standard 9-panel DA tailgate style, **No** sealed/water-tight tailgate or turnbuckles

1/4" AR450 Hardox steel floor material in lieu of 1/4" A101 1 steel

Included custom center console with air controls - was added to the previous upfit

Chassis Requirements:

(reference VIN #3HAEVTAR1SL505763)

112" CA (CT)

Front Bumper

Front and rear tow hooks

Horizontal aftertreatment curbside under cab with short horizontal tailpipe

Battery box mounted left side back of cab

Battery disconnect switch

Cummins L9 330

Allison 3500 RDS with PTO application

Column mounted stalk shifter

D-style aluminum fuel tank, 19" tank depth, SO-gallon, mounted left hand side under cab

DEF tank mounted behind streetside front fender

Six (6) 20Amp latching upfitter switches

International 2303 Red

Thank you for the opportunity to quote.

Submitted by:

Chad Veenstra/ Mike Bouwman



City of Hastings - Capital Improvement Plan Project Application Form

Project Title: Replacement of 2000 GMC C-7500 #120

Project ID#: _____

CIP ID#: M_P_-1_1

Department: DPS - Motor Pool

Anticipated Start Date: August 1, 2025

Date Prepared: 02/03/2025

Project Description: Provide a brief physical description of the project. Please be specific.

Replacement of 22-year-old large dump truck with 55,000 miles.

Project Need: Provide a brief explanation of why the project is necessary.

The large dump truck is necessary for hauling. A truck with additional horsepower and increased capacity would be beneficial to efficient service delivery. Parts for this truck are very difficult to find.

Planning: Is the project Included in a prior program, plan, or policy? If so, identify the plan here:

Does the project share space or overlap with other CIP projects? Please describe.

Project Cost: TBD

Potential Funding Sources:

Equipment Fund
Trade in/ sealed bid (1-5K est)

Please check one of the following for cost basis:

- ☐ Cost of comparable facility/equipment
- ☐ Cost estimate from engineer/architect
- ☐ Rule of thumb indicator/unit cost
- ☐ Preliminary estimate
- ii Ballpark "guesstimate"

List of Attachments (quotes, photos, etc.):





Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Potential Community Land Trust Option for Hayes/Orchard Property

Meeting Date: July 28, 2025

Recommended Action:

Please provide feedback on the council's interest in pursuing information about a community land trust for the city-owned property, either in conjunction with or in place of the other proposals received.

Background Information:

The Barry Community Foundation has asked if we would consider a community land trust option for the city-owned property at Hayes and Orchard that we are trying to sell. A community land trust (CLT) creates and supports affordable homeownership for generations, rather than just for the initial owner. The CLT would own the land, while homeowners purchase the home on the land at below-market prices. When that owner eventually sells the home, there is an amount of equity that they are able to retain while the rest is shared to ensure that the home remains affordable for subsequent buyers.

The Community Foundation would like to facilitate a speaker and discussion on this topic for a future council meeting if you are interested in learning more. I have included an FAQ sheet from The Dwelling Place, a CLT based in the Grand Rapids area, to provide you with some initial information.

Financial Implications:

None.

Attachments:

- FAQ sheet from Dwelling Place

Frequently Asked Questions

What is a Land Trust?

A Community Land Trust (CLT) is a nonprofit organization that provides long-term, affordable homeownership opportunities. It holds land in trust to ensure that homes built or renovated on it remain affordable for generations, creating lasting community assets and increasing access to homeownership.

How does the CLT model work?

The CLT owns the land, while homeowners purchase the home at below-market prices. By keeping land ownership within the CLT, homes remain affordable for future buyers, creating shared equity that supports sustainable communities.

Who is eligible to buy a home through the CLT?

Eligible buyers typically have incomes at or below certain thresholds (set by Dwelling Place's CLT). Applicants must meet income and asset limits, be first-time homebuyers (in most cases), and demonstrate readiness for

homeownership. We're here to help you understand the criteria and guide you through the process.

Why are CLT homes more affordable than market-rate homes?

Because the CLT retains ownership of the land, the cost to purchase the home is lower, making it more affordable for qualified buyers. This shared equity approach provides stability and affordability even as property values in the area may rise.

What types of homes are available through the CLT?

Dwelling Place's CLT offers a range of homes, including renovated properties and new builds, with options typically including single-family homes and townhomes. Available homes vary based on development projects and community needs.

What does shared equity mean?

Shared equity is a partnership between the homeowner and the CLT. While homeowners build equity as they make payments, they also agree to keep the home affordable for future buyers. If they decide to sell, they agree to share a portion of the home's appreciated value, ensuring the home remains within reach for the next qualified buyer.

How do I apply to become a CLT homeowner?

You can start by reaching out through our "Contact" page. We'll guide you through the application process, eligibility requirements, and available resources to support your journey toward homeownership. And/or you can apply directly online through the 'Become a Homeowner' tab listed above.

What are the benefits of buying a home through the CLT?

CLT homeownership offers stability, affordability, and community support. Homeowners build equity over time while also contributing to the preservation of affordable housing in their community. Our model supports residents who are invested in building long-term roots.

What happens if I want to sell my CLT home?

If you decide to sell, Dwelling Place's CLT will work with you to keep the home affordable for the next buyer. The resale process follows specific guidelines to maintain affordability while allowing you to retain some of the equity you've built.

How can I learn more about upcoming CLT homes?

Check out our “Available Homes” page for current listings or sign up for notifications. We regularly update this page with new properties as they become available.

How can I support Dwelling Place's CLT?

Community support is essential to our mission. You can help by donating, volunteering, or sharing our mission with others. Together, we can expand affordable homeownership opportunities and strengthen our community.



[Home](#)

[Become a CLT Homeowner](#)

[About](#)

[FAQs](#)

[Available Homes](#)

[Contact Us](#)

[How it Works](#)





Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Developer Proposal Comparison for Parcel #08-55-240-105-00

Meeting Date: July 28, 2025

Recommended Action:

Compare developer proposals for City owned residential property acquisition and development and authorize the City Manager to negotiate a purchase and development agreement for the property for the Mayor and Clerk to sign.

Background Information:

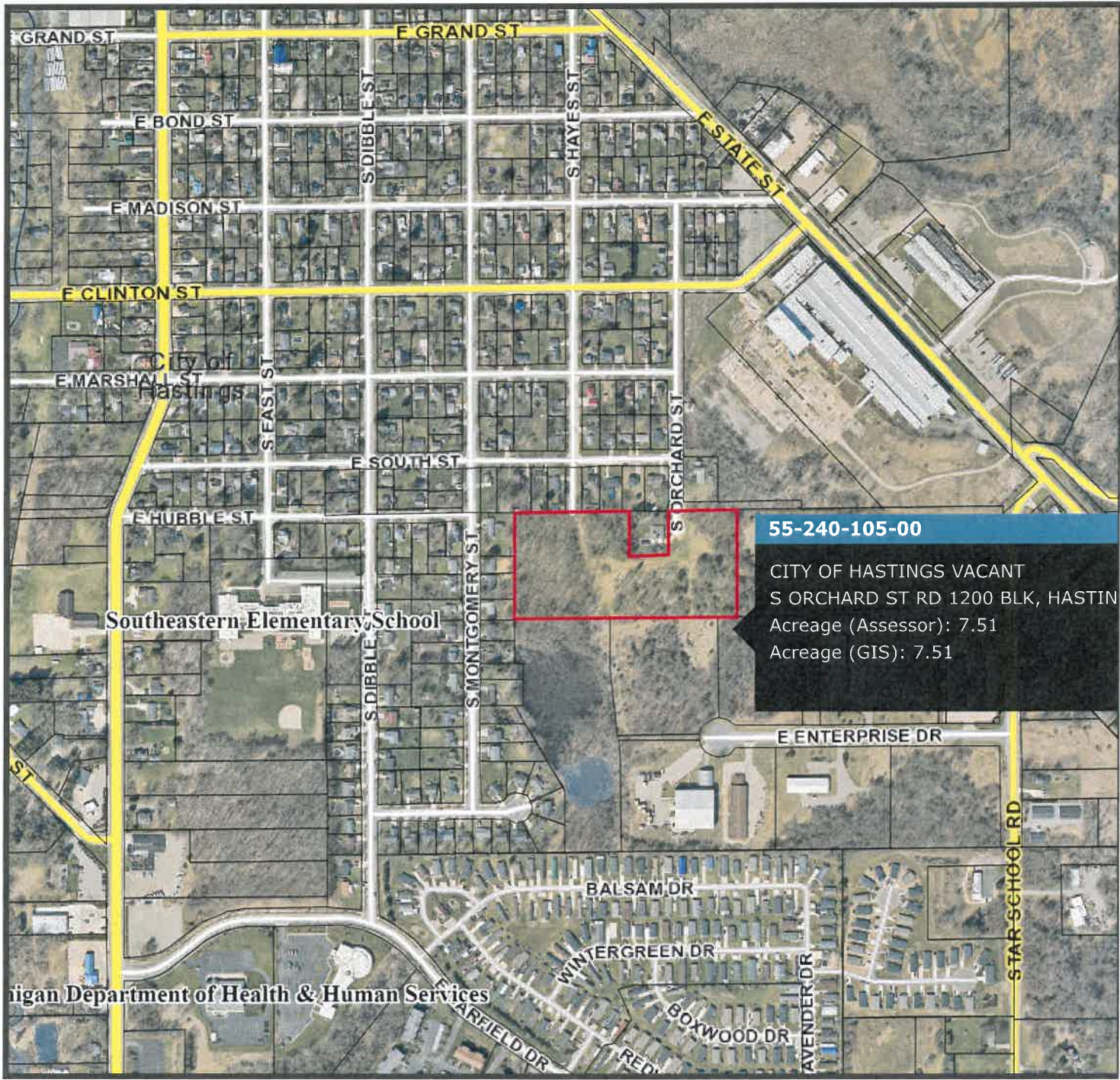
During the July 14, 2025, Council meeting, Council compared proposals from Allen Edwin Homes and Marv and Greg Helder for the development of the city owned parcel at the end of Hayes and Orchard Streets. The Allen Edwin proposal consists of approximately 18-20 single family homes. The Helder proposal consists of higher density residential development. Marv Helder was in attendance to outline the proposal and answer questions. Representatives from Allen Edwin will attend the July 28th meeting to discuss their proposal and answer questions.

Financial Implications:

Sale of the parcel would create a non-recurring revenue source for the City.

Attachments:

- GIS map of parcel
- Developer Proposals
- Developer Comparison Table



55-240-105-00

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

LAND PURCHASE AGREEMENT

This LAND PURCHASE AGREEMENT (this “Agreement”) is made on _____, by and between GREEN DEVELOPMENT VENTURES, LLC, a Michigan limited liability company of 2186 E. Centre Ave. Portage, MI 49002 (“Purchaser”) and the CITY OF HASTINGS, a Michigan municipality, of 201 E. State St., Hastings, MI 49058 (“Seller”) as follows:

BACKGROUND

Seller desires to sell, and Purchaser desires to purchase approximately 7.4 acres of vacant land located in the City of Hastings, Barry County, Michigan, (the “Land”).

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Land. Seller agrees to sell and Purchaser agrees to purchase approximately 7.4 acres of vacant land located in the City of Hastings, Barry County, Michigan, described on the attached Exhibit A. The parties will agree to a precise legal description of the Land prior to closing.

2. Purchase Price. The total Purchase Price shall be one hundred two thousand two hundred dollars (\$102,200).

The Purchase Price shall be delivered at Closing in immediately available funds subject to the terms and conditions stated in this Agreement. The Purchaser’s obligations under this Agreement are not contingent upon financing.

3. Investigation Period; Right to Terminate. The “Investigation Period” shall expire ninety (90) days following the date this Land Purchase Agreement has been executed by both parties (the “Effective date”). During the Investigation Period, Purchaser shall have the right to have the Land inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Seller hereby grants Purchaser and Purchaser’s agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Land for purposes of having such investigations performed and the right to discuss the Land and the conditions related thereto with governmental authorities. Purchaser may choose to have Contractors perform site investigation work on site. During the Investigation Period, and any extensions thereof, Purchaser has sole discretion to terminate this Agreement.

The Investigation Period shall automatically extend until Purchaser has 1) completed an environmental investigation to Purchaser’s satisfaction, 2) completed the entitlement process, and 3) gained the necessary government approvals including but not limited to Brownfield/TIF approval.

4. Payment of Property Taxes. Property taxes for the year of Closing shall be prorated as of the date of Closing on a calendar basis based upon the amount of such taxes if known at the time of Closing.

5. Closing Deadline and Contingencies. The parties agree to schedule a Closing within ten (10) days following the latter of: (a) expiration of the Investigation Period, or any extensions thereof; (b) full and final approval of a tax exemption for the Land in accordance with an Ordinance adopted under SB 432, codified at MCL 125.1415a, on terms acceptable to Purchaser.

6. Seller's Closing Deliveries. At Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:

A. A Warranty Deed conveying to Purchaser title to the Land, executed and acknowledged by Seller in recordable form;

B. An ALTA fee owner's policy of title insurance or equivalent coverage from Devon Title Company (the "Title Policy") in an amount not less than the Purchase Price insuring Purchaser as owner of fee simple, indefeasible title to the Land without standard exceptions, and subject only to the following permitted exceptions (the "Permitted Exceptions"): (1) the lien prorated property taxes not yet due and payable, (2) utility easements serving the Land, (3) other matters described in Section 9 and 10, (4) any matter arising as a result of any act or omission of Purchaser; and (5) such other matters that are not objected to by Purchaser.

C. Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.

7. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to Seller, the Purchase Price and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

8. Closing Costs and Prorations. Purchaser shall pay or reimburse Seller for (i) all transfer and/or conveyance taxes, if any, assessed in connection with Closing, (ii) the premium for the Title Policy, (iii) any closing fee charged by the title company in connection with this transaction, and (iv) any special assessments (sewer or otherwise but not including hook-up fees or associated costs of the same) that currently exist against the Land. Seller shall be responsible for and pay all past due real estate taxes and assessments at or prior to Closing. This obligation shall survive the Closing. Other regular and customary costs and expenses related to the Land shall also be prorated based on the date of Closing.

9. Title. Purchaser shall order a commitment for an owner's policy of title insurance from Devon Title Company (the "Title Policy") within ten (10) days of the date of this Agreement. After Purchaser has received both the title commitment and the Survey described in Section 10 below (if obtained), both in a form satisfactory to Purchaser, the Purchaser shall deliver written notice of any objections Purchaser has to the title commitment. Seller shall have five (5) days from receipt of such notice of objections to provide written notice to Purchaser as to whether Seller will cure such objections at or before Closing. If Purchaser notifies Seller of the existence of

defects rendering title unmarketable and should Seller fail to effect cure of such defects by Closing, Purchaser may, at its option: (1) extend the time for Seller's performance hereunder only if Seller so requests, (2) waive such objections, or (3) terminate this Agreement.

10. Survey. Within ten (10) days of the date of this Agreement, Purchaser may order, at its expense, a new ALTA survey (the "Survey") of the Land, showing the legal description of the Land, any boundary encroachments that may impact the Land, all easements affecting the Land and such other matters desired by Purchaser.

11. Environmental Matters. Purchaser may, at its expense, conduct such environmental site evaluations of the Land as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports").

12. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, which representations and warranties shall survive Closing, but without additional investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Land in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Land and has not entered into any contract to sell the Land as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Seller has not received any notice of, and has no knowledge of, existing violations on the Land or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. At Closing, there will be no parties in possession of the Land or entitled to possession thereof other than Seller. There will be no leases, agreements, options or other instruments or agreements in effect with respect to the Land.

D. There are no existing or pending condemnations or sales in lieu thereof with respect to the Land, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

E. Seller has the right to, and will convey to, Purchaser the Property pursuant to the Warranty Deed.

F. All general real estate related property taxes and assessments shall have been paid when due. There are no delinquent assessments. Except for any ordinary accruals of dues, no future assessments against the Land have been announced.

G. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Land, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could

have an adverse impact on Purchaser or Purchaser's title to or use of the Land, either before or after Closing.

H. All federal, state and local real estate, personal property and other taxes relating to the Land (other than those not currently due and payable) shall be properly paid on or before Closing. Seller has not received any notice of assessment or proposed assessment in connection with the Land.

I. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

J. The Land and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

K. With the exception of the documents provided by Seller to the Purchaser, there are no reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Land of which Seller is aware or that are in Seller's possession or control.

L. The Land is not subject to a Farmland Development Rights Agreement or similar agreement restricting development of the Land.

13. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

14. Indemnification. Seller agrees to indemnify and hold Purchaser and its managers, members, and successors and assigns and their members, managers and representatives (the "Purchaser Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing prior to the Closing and which are in any way related to the ownership, maintenance, or operation of the Land; and/or (ii) arising from or related to the inaccuracy or breach of any of Seller's representations and warranties. Purchaser agrees to indemnify and hold Seller and its managers, members, and successors and assigns and their members, managers and representatives (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing after the Closing and which are in any way related to Purchaser's ownership, maintenance, or operation of the Land; and/or (ii)

arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this Section shall survive the Closing.

15. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Land, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below.

B. Seller's Default; Purchaser's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or in the event any Representation and Warranty made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall be entitled to either (i) terminate this Agreement, and seek Purchaser's actual damages arising from Seller's breach; or (ii) seek specific performance of this Agreement, and seek Purchaser's actual damages provided, however, there will be no specific performance if Seller's failure to close is caused by its inability to clear a title exception, and in such event Purchaser's damages will be limited to its direct out-of-pocket costs for entering into this Agreement.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 30 days to cure the alleged default.

16. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

17. Sale and Assignment of Agreement. Purchaser shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to another entity, provided however, that no assignment shall operate as a release of the Purchaser.

18. [INTENTIONALLY LEFT BLANK]

19. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Land and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent via e-mail and also to the respective addresses set forth below:

To Seller:

City of Hastings
ATTN: _____
201 E. State St.
Hastings, MI 49058
E-mail: _____

To Purchaser:

Green Development Ventures, LLC
ATTN: Thomas M. Larabel
795 Clyde Ct., SW
Byron Center, Michigan 49315
tlarabel@allenedwin.com

With a copy to:

Eric J. Guerin
2186 E. Centre Ave.
Portage, Michigan 49002
eguerin@allenedwin.com

Alexandra Kruh
795 Clyde Ct., SW
Byron Center, Michigan 49315
atyra@allenedwin.com

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

F. Allen Edwin Realty, L.L.C., is a broker for Purchaser, and it waives any buyer-side commission.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:
CITY OF HASTINGS

By:

Its:

PURCHASER:
GREEN DEVELOPMENT VENTURES, LLC

By:_____

Thomas Larabel

Its: Vice President

EXHIBIT A
7.4 Acres of Vacant Land
City of Hastings, Barry County, Michigan

LAND TO BE SOLD:

Parcel No. 55-240-105-00

Legal Description:

CITY OF HASTINGS COM AT SW COR LOT 9,BLK 13,KENFIELDS 2ND ADD, TH N 89 DEG 44'19" E ALG S LINE OF SD PLAT 865.89 FT TH S 00 DEG 02'01" E 406.00 FT, TH S 89 DEG 44'19" W 865.79 FT, TH N 00 DEG 02'35" W 406.00 FT TO POB. EXCEPT BEG AT SE COR LOT 1, BLK 13 KENFIELDS 2ND ADD ON E & W SEC LINE BET SEC 17 & 20 TH S 01 DEG 49' 00" W 170.00 FT TH N 89 DEG 00'00" W 149.00 FT, TH N 01 DEG 49'00" E 170.00 FT TH S 89 DEG 00'00" E 149.00 FT TO POB. SUB TO RIGHT OF INGRESS & EGRESS UNTIL TIME THAT A STREET IS EXTENDED TO S. BEG AT SAME POB AS ABOVE EXCEPT, SE COR OF LOT 1, BLK 13 KENFIELD 2ND ADD TH S 89 DEG 00'00" W 66 FT TH N 01 DEG 49'00" E 170 FT TO POB. CONT. 7.48 AC +/-

The parties will agree to a precise legal description of the Land prior to closing.



June 26, 2025

Dan King

Community Development Director/Zoning Administrator

201 E. State Street

Hastings, MI 49058

dking@hastingsmi.gov

Re: Response to Inquiry – Hayes and Orchard Street Property

Dear Mr. King,

Thank you for your letter dated June 26, 2025, regarding the city-owned parcel at the end of Hayes and Orchard Street. We appreciate the opportunity to provide additional details about our vision for the property. Please see our responses to your questions below:

1. Development Type and Unit Count

We have prepared two preliminary site plan sketches, each outlining a layout for approximately 17 to 19 single-family detached homes. The homes are planned to include a mix of 3-, 4-, and 5-bedroom floor plans. We plan to set aside a portion of these units for “Missing Middle”, families making around 100% of the Area Median Income. See attached article on MSHDA and the Governor’s Office.

2. Project Timeline

We anticipate a due diligence (DD) period of up to one year prior to closing on the property. This phase would allow us to obtain all necessary municipal approvals, including zoning, site plan review, and TIF approval, as well as to complete full design and entitlement work.

Once the DD period concludes and the property closes, we plan to begin earthwork and infrastructure construction within 1–3 months, depending on the season.

Immediately following site preparation, we would move into vertical construction of homes. We expect the first homes to be completed and ready for occupancy within 6–9 months after the start of home construction.

3. Use of Local Contractors and Suppliers

Yes, we are committed to working with local contractors and suppliers whenever possible. As a guiding principle, we try to hire where we build. This not only supports the local economy but also strengthens relationships with tradespeople and suppliers who understand the regional market. Please see the attached map of our



suppliers, which highlights many of the local businesses we partner with across Michigan.

4. Tax Incentives or Abatements

We will be seeking approval for a Housing TIF, and the project will be contingent upon receiving this approval. The TIF will be critical in allowing us to accelerate the buildout schedule and to reserve a portion of the homes for Missing Middle housing—targeting households that earn too much to qualify for subsidized housing but too little to afford typical market-rate new construction. We are committed to working closely with the City to ensure the TIF structure aligns with shared affordability goals and development timelines. See map for active deals like Hastings.

5. Additional Concessions

No, we are not seeking and will not seek any additional concessions from the City.

6. Support from Government Agencies

At this time, we are not seeking and do not plan to seek any grants or support from State, Federal, or local agencies other than the previously mentioned Housing TIF.

Please let us know if further detail would assist in your review. We remain enthusiastic about the potential to partner with the City of Hastings on this impactful community development.

Sincerely,
Brian Farkas

Director of Workforce Housing
Allen Edwin Home and Green Development Ventures, LLC
2186 E. Centre Ave.
Portage, MI 49002

ALLEN EDWIN HOMES

Site Plan A:



ALLEN

EDWIN

HOMES

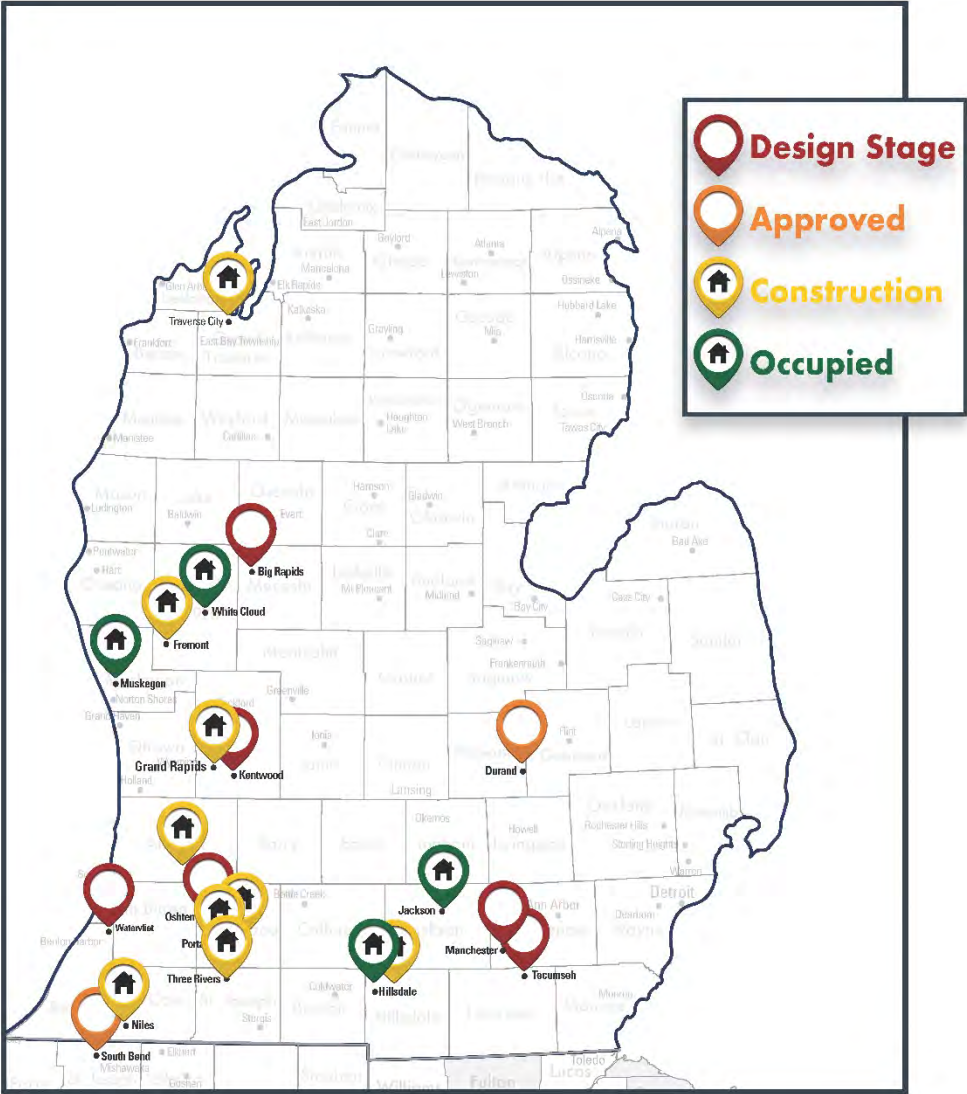
Site Plan B:



Map of Current Projects:

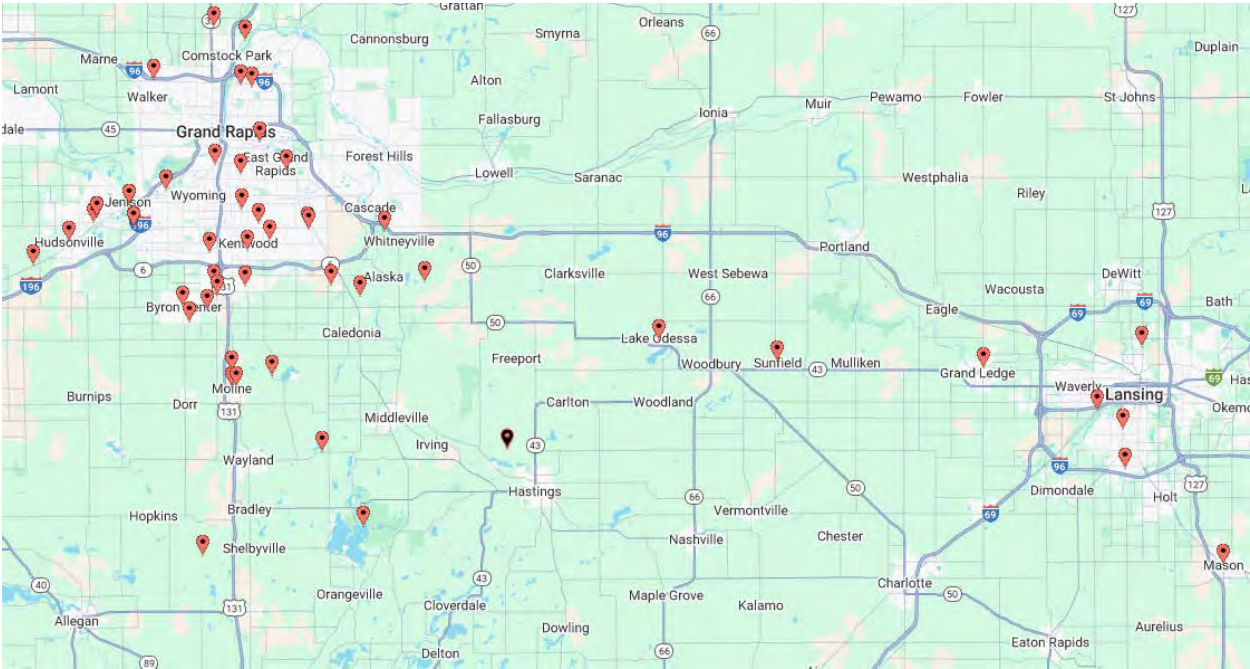
Project Map for Workforce Housing

TAX INCREMENT FINANCING • MISSING MIDDLE • ATTAINABLE • INFILL LOTS • RAW LAND





Where we hire from for our trades:



Michigan homebuilder pledges 2,500 more units over 10 years using state incentives

Rachel Watson - May 28, 2025



Brian Farkas of Allen Edwin Homes at the 2025 Mackinac Policy Conference announcing the company's pledge to build 250 more workforce housing units a year in Michigan over the next decade. Credit: Courtesy of the Governor's Office

One of the state's largest single-family homebuilders plans to increase its investment in workforce housing by nearly 30% using newly available state incentive programs.

Portage-based Allen Edwin Homes pledged at a press conference Wednesday at the Mackinac Policy Conference to build 2,500 new units of workforce rental housing over the next 10 years in communities across Michigan, supported by the state's housing brownfield tax increment financing program.

Keep up with all things West Michigan business. *Sign up for our free newsletters today.*

The incentive tool was expanded in 2023 to include workforce housing development and rehabilitation as an eligible activity for TIF reimbursement.

The Michigan State Housing Development Authority (MSHDA), which administers the housing TIF program, defines workforce housing as affordable to households making up to 120% of the area median income.

Allen Edwin's new 10-year commitment would add 250 workforce units per year in addition to the 850 market-rate and for-sale units per year that the firm is already or planning to build. In total, Allen Edwin now plans to build 11,000 housing units over the next decade in Michigan.





Rendering of Allen Edwin's expansion of the existing Three Meadows neighborhood that will add duplex-style condos in Hillsdale. Credit: Allen Edwin Homes

Brian Farkas, director of workforce housing for Allen Edwin Homes, told Crain's Grand Rapids Business the ramped-up investment would not be possible without state support.

"We're seeing prices for all of our inputs going up year after year, and that was putting significant pressure on pro formas in different areas of the state, as far as building the houses," he said.

The state's housing TIF law "allows us to put a lot of pro formas and projects back in play, and it also allows us to build units for the workforce housing segment," he added. "We're very happy with the (incentives) climate in Michigan right now."

MSHDA CEO and Executive Director Amy Hovey said housing TIF has helped to close the state's unit shortage, spurring commitments like this one to build thousands of new homes.

"We're grateful to have partners like Allen Edwin Homes who are embracing innovative solutions to help get more homes built that are affordable for working people in Michigan to purchase," Hovey said in a statement.



From left: MSHDA CEO Amy Hovey, Lt. Gov. Garlin Gilchrist and Brian Farkas of Allen Edwin Homes at the 2025 Mackinac Policy Conference. Credit: Courtesy of the Michigan Governor's Office

Lt. Gov. Garlin Gilchrist, who joined Hovey and Farkas at the Mackinac press conference, said the tool is one way the state has been able to add nearly 22,000 units between 2023 and 2024.

He said the program “brings together public and private sectors to address this critical need that affects every neighborhood.”

“We all have a role to play in contributing to solving this. Let’s keep getting it done together,” Gilchrist said in a statement.

Farkas declined to attach a dollar figure to Allen Edwin’s plans to ramp up housing development, but said it represents an acceleration by almost 30% of the investment into single-family homes that it would otherwise make.

Notably, Allen Edwin has recently shifted from exclusively homeownership developments to including some rental units in various projects, including **Breton Ravines in Kentwood**, to qualify for the state housing TIF incentive program.

Allen Edwin also will continue using another local incentive tool, payment in lieu of taxes (PILOT), to support its ambitious workforce housing goal. The state passed enabling legislation in December 2022 that lets municipalities adopt PILOT ordinances to foster workforce housing. Allen Edwin then used the incentive program in communities like **White Cloud** in Newaygo County and plans to continue that in cities that have the ordinance, Farkas said.

The homebuilder includes a **map** of planned or in-progress projects supported by housing TIF and PILOT incentives on its website. Allen Edwin is on pace to build more than 1,000 homes in 2025 with a focus on expanding workforce housing, Farkas said.

Among the workforce projects in the pipeline are LIV East Bay in Grand Traverse County's East Bay Township, **Oakland Commons** in Portage and an expansion of the **Three Meadows neighborhood** in the city of Hillsdale. Together, those three will add a total of about 330 new homes. Each of the projects will reserve 20% of the units as workforce housing.

Farkas said Allen Edwin Homes also plans a workforce housing project in the city of Grand Rapids in partnership with Habitat for Humanity of Kent County, with more details on that to come.

More from Crain's Grand Rapids Business:

[Stryker tops list of West Michigan's largest publicly traded companies](#)

[High health insurance costs cut Michigan small business hiring, survey finds](#)

[Board OKs plan for urban farm in Grand Rapids' Creston neighborhood](#)

Rachel Watson

Rachel Watson is a Crain's reporter covering residential real estate in West Michigan, as well as the state's tourism and insurance industries. Email Rachel at rachel.watson@crain.com.

April 10, 2025

City of Hastings

Hastings, Michigan

Proposal to purchase vacant land

Dan King

We are interested in negotiating an agreement for the purchase of 7.5 acres of vacant land currently owned by the City of Hastings.

The parcel number for this property is: 55-240-105-00.

We would like to invest in the City of Hastings, our plan would be to build needed housing either apartments, condos, duplex, or single family.

Our goal would be build affordable homes and create an equitable neighborhood.

In consideration of our proposal, we are prepared to make a cash offer of one hundred thousand dollars (\$100,000.00).

Greg Helder

616-813-7982

Marvin Helder

616-893-5464

Helder Response Letter 6.24.2025

1. We are looking hard at multi family. That is what we would prefer to use the majority of the property for. We would consider putting a duplex or 2 as a transition area between the current houses if the city required it.

We think that if its all multi-family we could get between 50-60 units depending on city requirements and layout. We are favoring 2 story townhouse style with out door parking and potential garage/ storage area for tenants only.

2. We plan to start within a year after approvals from city and hope to have it completed in less than 5 years

3. We prefer and usually work with local contractors — Like Morgan Electric, Mid state plumbing, C and N heating, etc.

4. Yes we would desire any assistance that is available to try to maintain an affordable cost on the project also that we can provide affordable housing for the greater Hastings area. How ever this will not stop us if we were unable to get any assistance it will just slow the process.

5. The only thing that we would hope the city would be willing to do is pave Hayes and orchard to the property edge so that there is not gravel between our road and the city streets.

6. We will definitely be looking into incentives to help us make this project as affordable as possible and create affordable housing.

Hayes/Orchard Street Development

	Allen Edwin Proposal	Helder Proposal
Purchase Price	\$102,200	\$100,000
Unit Count and Development Type	17-19 Single-Family Detached Homes with a Mix of 3-, 4-, and 5-Bedroom Homes	50- 60 Units Consisting of Duplex and Two-Story Townhomes
Project Timeline	Due Diligence Period up to One Year with Earthwork and Infrastructure Construction within One to Three Months with Occupancy of First Homes within Six to Nine Months of Start of Home Construction	Construction Commencement within One Year of Necessary Approvals with Project Complete within Five Years
Use of Local Contractors and Suppliers	Committed to Working with Local Contractors and Suppliers	Preference is to Work with Local Contractors
Use of Tax Incentives or Abatements	Will Seek Approval for Brownfield Housing Tax Increment Financing through the City BRA and MSHDA	Will Seek Assistance Available However will not Stop the Project, but will Slow the Project Down
Additional Concessions	None	Desire to have Both Hayes and Orchard Streets Paved to the Property Lines
Any Additional Financial or In-Kind Support from Local, State, or Federal Agencies or Authorities	None Currently	Will Investigate Incentives to make the Project as Affordable as Possible



Hastings City Police

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



Dale Boulter
Chief of Police

Julissa Kelly
Deputy Chief

Hastings Police Department Council report for month of June 2025

STAFFING

Currently there are twelve certified officers, two office staff, one code compliance, one Employed Recruit, and four Crossing Guards at HPD.

Employed Recruit Brennan Sensiba will start at Kellogg Community College Police Academy on July 30th. Brennan will graduate from the academy on or about the first week of December. I have submitted the required grant paperwork to cover the cost associated with the police academy. I will update the council upon receiving information concerning the grant.

STATS

This past month officers responded to **529** calls for service, with a total of 17 arrests, 14 traffic accidents 10 non-traffic accidents. Officers issued a total of 36 traffic citations, 18 being moving violations, 18 being Non-moving violations, and 14 parking violations. Officers conducted a total of 158 traffic stops for the month of June.

RESERVE OFFICERS

The Reserve Department contributed 72.5 hours for the month of June.

The Reserve Department interviewed a subject to fill a vacancy and will be moving forward with the background process.

TRAINING

All HPD personnel completed the requirements for firearms qualifications during our summer decision making firearms course.

Three retired HPD Officers also completed their training in order to carry under LEOSA

DC Kelly attended a three-day Officer Involved Critical Incident Investigations training in GR.

TRAFFIC ENFORCEMENT

Areas of concern throughout the city regarding traffic violations have been and are currently being addressed. The officers have been assigned directed patrol areas of concern and specific areas of known violations. Education is being provided to drivers in these areas by either a verbal reminder or with a printed citation.

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

UPCOMING EVENTS

Summerfest activities to include the parade along with runs and walks.

The facilitators of the walk/run have approached us once again and requested the route be the same as last year. The new route will again be utilizing some of the Riverwalk along with Starr School Rd. and part of Railroad Street. The new route continues to be less intrusive to citizens and traffic along with shifting focus to downtown. We will meet with the race administrator and work out the final details of the event. The route requires less manpower from the police department and frees up the normal flow of traffic in the city.

Code Compliance report

Report attached

Respectfully submitted,

Dale Boulter

Chief of Police

HASTINGS CITY COUNCIL MONTHLY REPORT MONTH OF JUNE 2025

From Hastings Police Department

Chief Dale Boulter

Total Complaints: 529

Total Arrests: 17

Adults 9 A&B-2, Strong arm-1, R&O Police-1, OUI Alc.-2, OUI-Drugs-1, Super Drunk-1, Larceny-1.

Juveniles: 0.

Arrests Warrants for Other Departments: 8 Obstructing Justice-8.

Traffic Summary:

Traffic Accidents: 14

Property Damage: 10 Injuries: 4 Fatal: 0 Non-Traffic: 10.

Tickets Issued: 36

Moving Violations Issued: 18

Non-Moving Violations: 18

POLICE VEHICLES

TOTAL MILES: **6,664**

TOTAL GALLONS OF FUEL USED: **673.9**

<u>VEHICLE</u>	<u>MILAGE</u>	<u>VEHICLE</u>	<u>MILAGE</u>
<u>41/2020 FORD</u>	<u>67,549</u>	<u>45/2018 FORD</u>	<u>46,630</u>
<u>42/2021 FORD</u>	<u>66,786</u>	<u>46/2022 FORD</u>	<u>49,388</u>
<u>43/2023 FORD</u>	<u>18,273</u>	<u>47/2023 FORD</u>	<u>23,589</u>
<u>44/2024 FORD</u>	<u>3,741</u>	<u>48/2016 FORD</u>	<u>94,624</u>
		<u>49/2015 FORD</u>	<u>21,778</u>

ADDITIONAL INFORMATION:

The Hastings Police Reserve officers worked a total of 72.5 hours for the month.

<u>CLASSIFICATION</u>	<u>CURRENT MONTH</u>	<u>PREVIOUS YEAR</u>	<u>YTD CURRENT</u>	<u>YTD PREVIOUS</u>	<u>YTD COMPARED</u>
FATAL ACCIDENTS	0	0	0	0	0
INJURY ACCIDENTS	4	1	15	16	-1
P D ACCIDENTS	10	11	69	52	+17
NON-TRAFFIC	10	4	32	16	+16
SPEEDING	6	12	49	40	+9
OTHER HAZARDOUS	12	8	62	55	+7
NON-HAZARDOUS	18	24	90	77	+13
PARKING	14	2	187	93	+94
<u>TOTAL</u>	74	62	504	349	+155



SCHOOL CROSSING **GUARDS NEEDED**

WHERE:

W Grant St / N Michigan Ave
&
W Green St / S Broadway St



WHEN:

Morning Shift - 7:00am to 8:00am
Afternoon Shift - 2:45pm to 3:45pm

*Only available mornings or afternoons?
No problem! Can apply for one or both shifts!

START: 1st day of school - Monday, August 18th, 2025

OUR KIDS NEED YOUR HELP!

- \$13.75 an hour; up to 2 hours per school day
- Safety gear and training provided
- Positions needed for 2025/2026 school year
- Interviews by appointment

Interested? Contact the Hastings Police Department!

Office Phone: (269) 945-5744

Business Hours: Mon-Fri 8:30am to 4:30pm

Email: HPDAdmin@hastingsmi.gov



City of Hastings
Code Compliance Officer
June 2025 Activity Report



QUANTITY	COMPLAINT
1	Animal related (90-835)
28	Grass and weeds more than 8" tall (38-105)
9	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)
11	Vehicles parked on unapproved surfaces – residential zones (90-929)
19	Unlicensed/Inoperable vehicles, parts, or tire storage (38-76, 77, 78)
9	Refuse and debris in unscreened area of yard (90-881, 90-882)
2	Rental Unit complaints
24	Signage issues/ Signs in Right-Of-Way
0	Sign Permits Issued
0	Fencing Issues
2	Fence Permits Issued
8	Structure & Building Maintenance Issues
0	Recreational Vehicle Issues
0	Abandoned refrigerator w/door attached (54-61)
2	Sidewalk parking/right-of-way obstructions (74-71)
38	Miscellaneous Issues & Complaints
153	Total Violations/Complaints Handled
8	Letters sent
1	Citations issued
143	Follow Ups
NOTES:	Miscellaneous Issues/ Complaints details

Investments & Deposits Status Report as of June 30, 2025

Institution	Account Description	Balance	Interest Rate
Flagstar	Common Cash (Primary Checking)	\$ 639,160.92	0.43%
	Payroll	\$ 1,754.35	0.45%
	Savings	\$ 2,906,697.13	3.40%
	**Tax Collection	\$ 2,891.96	N/A
	Total	\$ 3,550,504.36	
<i>** Includes funds collected on behalf of other governmental agencies</i>			
Highpoint	Common Cash	\$ 46,285.57	N/A
	Drug Enforcement	\$ 18,211.94	N/A
	Library PayPal	\$ 500.00	N/A
	*Tax Collection	\$ -	N/A
	Total	\$ 64,997.51	
<i>* Includes funds collected on behalf of other governmental agencies</i>			
Michigan CLASS	General Fund (Pooled)	\$ 6,609,911.00	4.3706%
	Water & Sewer	\$ 607,382.69	4.3706%
	Equipment Fund	\$ 308,496.05	4.3706%
	Total	\$ 7,525,789.74	
American Dep Mgmt Co	Money Market Account	\$ 4,001,901.40	4.22%
	3-Month Certificates of Deposit	\$ -	N/A
	6-Month Certificates of Deposit	\$ -	N/A
	Total	\$ 4,001,901.40	
Total, All Investments & Deposits		\$ 15,143,193.01	

Institution	Balance	% of Total
Flagstar	\$ 3,550,504.36	23.4%
Highpoint	\$ 64,997.51	0.4%
Michigan CLASS	\$ 7,525,789.74	49.7%
American Dep Mgmt Co	\$ 4,001,901.40	26.4%
Total	\$ 15,143,193.01	

Type of Investment or Deposit	Balance	% of Total
Interest	\$ 15,075,303.54	99.6%
Non-Interest	\$ 67,889.47	0.4%
Total	\$ 15,143,193.01	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 12 MONTHS ENDING JUNE 30, 2025

THIS YEAR FISCAL YTD 30-JUN-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-JUN-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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FUND 101 - GENERAL FUND

REVENUE

TAXES	3,708,591.42	3,638,300	102.00%	3,465,461.29	3,463,000	100.00%
SPECIAL ASSESSMENTS	59,524.00	32,500	183.00%	27,658.86	43,650	63.00%
LICENSES & PERMITS	18,787.37	19,250	98.00%	28,724.30	21,175	136.00%
FEDERAL REVENUES	.00	236,216	0.00%	535,133.00	531,983	101.00%
STATE SHARED REVENUES	1,273,239.70	1,139,391	112.00%	1,406,964.49	1,101,176	128.00%
INTERGOVERNMENTAL REVENUES	1,213,621.75	923,228	131.00%	407,362.97	868,416	47.00%
CHARGES FOR SERVICES	607,540.95	668,100	91.00%	26,650.70	560,950	5.00%
FINES & FORFEITURES	13,031.04	8,500	153.00%	12,810.51	7,000	183.00%
INTEREST AND RENTALS	382,481.92	335,400	114.00%	452,155.30	209,000	216.00%
OTHER REVENUE	219,278.44	50,500	434.00%	348,457.34	30,500	1142.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%

TOTAL REVENUE & INCOMING TRANSFERS	7,496,096.59	7,051,385	106.00%	6,711,378.76	6,836,850	98.00%
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EXPENDITURES

CITY COUNCIL	74,522.62	82,326	91.00%	59,015.73	74,001	80.00%
MAYOR	14,425.08	16,000	90.00%	15,582.86	15,602	100.00%
CITY MANAGER	194,435.12	195,310	100.00%	187,433.26	183,080	102.00%
FINANCE DEPARTMENT	364,201.10	396,945	92.00%	368,219.82	356,745	103.00%
CLERK	116,445.42	121,696	96.00%	108,786.08	118,397	92.00%
INFORMATION TECHNOLOGY	228,718.44	244,000	94.00%	205,278.09	244,000	84.00%
BOARD OF REVIEW	2,769.02	2,972	93.00%	2,196.04	2,862	77.00%
TREASURER	86,008.56	87,928	98.00%	81,997.26	78,808	104.00%
ASSESSOR	148,797.96	171,282	87.00%	139,333.34	162,581	86.00%
ELECTIONS	31,437.31	56,368	56.00%	31,559.15	64,277	49.00%
CITY HALL & GROUNDS	132,248.62	158,950	83.00%	150,297.56	187,500	80.00%
LEGAL AND AUDIT	52,279.00	70,000	75.00%	55,234.00	70,000	79.00%
OTHER GENERAL GOVERNMENT	858,017.51	915,415	94.00%	283,752.22	753,387	38.00%
POLICE	1,866,645.15	2,099,689	89.00%	1,880,349.61	1,937,101	97.00%
CODE COMPLIANCE	44,221.80	50,962	87.00%	59,197.96	63,171	94.00%
FIRE DEPARTMENT	494,911.96	524,545	94.00%	1,209,056.76	1,140,922	106.00%
INSPECTIONS	174,448.01	180,000	97.00%	103,877.00	55,000	189.00%
DEPT OF PUBLIC SERVICE ADMIN	124,577.03	159,240	78.00%	162,351.46	182,683	89.00%
PARKING LOTS - NON SAD	12,319.05	23,000	54.00%	9,357.26	19,750	47.00%
PARKING LOTS - SAD	256,180.18	267,500	96.00%	47,120.37	234,000	20.00%
STREET LIGHTING	109,486.97	109,900	100.00%	97,460.80	102,500	95.00%
COMMUNITY SERVICES	267,897.39	300,355	89.00%	200,157.34	232,085	86.00%
BROWNFIELD GRANT	.00	0	0.00%	.00	0	0.00%
PLANNING AND ZONING	11,987.23	18,685	64.00%	8,824.63	18,285	48.00%
JOINT PLANNING & ZONING	116.32	400	29.00%	77.50	550	14.00%
COMMUNITY & ECONOMIC DEVELOPMNT	144,922.41	146,143	99.00%	132,455.54	141,500	94.00%

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 12 MONTHS ENDING JUNE 30, 2025

THIS YEAR FISCAL YTD YTD ACTUAL	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-JUN-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	12,693.15	13,776	92.00%	9,683.76	13,457	72.00%
PARKS AND RECREATION	344,072.22	510,676	67.00%	221,481.45	237,657	93.00%
ARTS AND CULTURAL ACTIVITIES	80,377.44	81,526	99.00%	88,483.47	90,400	98.00%
OTHER FINANCING USES	549,696.00	549,696	100.00%	316,449.00	316,449	100.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	6,860,394.57	7,620,385	90.00%	6,306,266.32	7,171,850	88.00%
NET REVENUE OVER EXPENDITURES	635,702.02	(569,000)		405,112.44	(335,000)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 12 MONTHS ENDING JUNE 30, 2025

THIS YEAR FISCAL YTD 30-JUN-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-JUN-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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FUND 202 - MAJOR STREETS

REVENUES	837,081.47	830,556	101.00%	807,585.18	809,014	100.00%
INCOMING TRANSFERS	225,000.00	225,000	100.00%	.00	0	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	1,062,081.47	1,055,556	101.00%	807,585.18	809,014	100.00%
EXPENDITURES	530,348.87	1,593,169	33.00%	661,805.76	1,097,335	60.00%
OUTGOING TRANSFERS	150,000.00	150,000	100.00%	150,000.00	150,000	100.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	680,348.87	1,743,169	39.00%	811,805.76	1,247,335	65.00%
NET REVENUE OVER EXPENDITURES	381,732.60	(687,613)		(4,220.58)	(438,321)	

FUND 203 - LOCAL STREETS

REVENUES	371,865.87	371,772	100.00%	354,602.23	351,008	101.00%
INCOMING TRANSFERS	300,000.00	300,000	100.00%	300,000.00	300,000	100.00%
TOTAL REVENUE & INCOMING TRANSFERS	671,865.87	671,772	100.00%	654,602.23	651,008	101.00%
EXPENDITURES	589,931.60	721,691	82.00%	546,419.42	733,661	74.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	589,931.60	721,691	82.00%	546,419.42	733,661	74.00%
NET REVENUE OVER EXPENDITURES	81,934.27	(49,919)		108,182.81	(82,653)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

	THIS YEAR FISCAL YTD 30-JUN-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-JUN-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<i>FUND 209 - CEMETERY FUND</i>						
REVENUES	246,528.37	236,779	104.00%	255,168.15	244,780	104.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	246,528.37	236,779	104.00%	255,168.15	244,780	104.00%
EXPENDITURES	268,376.17	312,362	86.00%	183,749.42	279,100	66.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	268,376.17	312,362	86.00%	183,749.42	279,100	66.00%
NET REVENUE OVER EXPENDITURES	(21,847.80)	(75,583)		71,418.73	(34,320)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 12 MONTHS ENDING JUNE 30, 2025

	THIS YEAR FISCAL YTD 30-JUN-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-JUN-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<i>FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY</i>						
REVENUES	1,084,082.72	807,950	134.00%	3,563,612.08	3,463,990	103.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	1,084,082.72	807,950	134.00%	3,563,612.08	3,463,990	103.00%
EXPENDITURES	1,844,174.25	1,881,851	98.00%	2,864,964.94	3,745,207	76.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	1,844,174.25	1,881,851	98.00%	2,864,964.94	3,745,207	76.00%
NET REVENUE OVER EXPENDITURES	(760,091.53)	(1,073,901)		698,647.14	(281,217)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 12 MONTHS ENDING JUNE 30, 2025

THIS YEAR FISCAL YTD 30-JUN-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-JUN-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
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FUND 265 - DRUG ENFORCEMENT

REVENUES	30.00	0	0.00%	951.00	800	119.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	30.00	0	0.00%	951.00	800	119.00%
EXPENDITURES	3,625.00	5,600	65.00%	4,955.00	5,600	88.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	3,625.00	5,600	65.00%	4,955.00	5,600	88.00%
NET REVENUE OVER EXPENDITURES	(3,595.00)	(5,600)		(4,004.00)	(4,800)	

FUND 266 - POLICE TRAINING

REVENUES	7,904.43	3,400	232.00%	1,724.87	1,550	111.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	7,904.43	3,400	232.00%	1,724.87	1,550	111.00%
EXPENDITURES	4,501.05	4,900	92.00%	1,857.48	4,600	40.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	4,501.05	4,900	92.00%	1,857.48	4,600	40.00%
NET REVENUE OVER EXPENDITURES	3,403.38	(1,500)		(132.61)	(3,050)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 12 MONTHS ENDING JUNE 30, 2025

	THIS YEAR FISCAL YTD 30-JUN-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-JUN-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<i>FUND 271 - LIBRARY FUND</i>						
OPERATIONS						
OPERATING REVENUES	790,934.17	673,516	117.00%	1,532,876.44	1,373,449	112.00%
OPERATING INCOMING TRANSFERS						
TOTAL OPERATING REV & IN TRNSFRS	790,934.17	673,516	117.00%	1,532,876.44	1,373,449	112.00%
OPERATING EXPENDITURES	705,869.47	706,799	100.00%	1,662,171.69	1,708,154	97.00%
OPERATING OUTGOING TRANSFERS						
TOTAL OPERATING EXP & OUT TRNSFRS	705,869.47	706,799	100.00%	1,662,171.69	1,708,154	97.00%
NET OPERATING REV OVER EXP	85,064.70	(33,283)		(129,295.25)	(334,705)	
CAPITAL IMPROVEMENTS						
CAP IMPRVMT EXPENDITURES	.00	0	0.00%	.00	0	0.00%
CAP IMPRVMT OUTGOING TRANSFERS						
TOTAL CAP IMPRVMT EXP & OUT TRNSFRS	.00	0	0.00%	.00	0	0.00%
NET CAP IMPRVMT REV OVER EXP	.00	0		.00	0	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 12 MONTHS ENDING JUNE 30, 2025

	THIS YEAR FISCAL YTD 30-JUN-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-JUN-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<i>FUND 592 - WATER & SEWER FUND</i>						
REVENUES	4,970,895.23	4,810,690	103.00%	4,679,216.48	4,347,620	108.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	4,970,895.23	4,810,690	103.00%	4,679,216.48	4,347,620	108.00%
EXPENDITURES	3,608,934.83	4,632,941	78.00%	3,717,282.16	4,106,072	91.00%
OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	3,608,934.83	4,632,941	78.00%	3,717,282.16	4,106,072	91.00%
NET REVENUE OVER EXPENDITURES	1,361,960.40	177,749		961,934.32	241,548	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2025

	THIS YEAR FISCAL YTD 30-JUN-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-JUN-24	REVISED BUDGET 2023-2024	FISCAL YTD % OF BUDGET
<i>FUND 661 - EQUIPMENT REVOLVING FUND</i>						
REVENUES	858,759.99	875,000	98.00%	689,109.51	904,500	76.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	858,759.99	875,000	98.00%	689,109.51	904,500	76.00%
EXPENDITURES	581,471.94	626,963	93.00%	715,850.44	510,592	140.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	581,471.94	626,963	93.00%	715,850.44	510,592	140.00%
NET REVENUE OVER EXPENDITURES	277,288.05	248,037		(26,740.93)	393,908	



12C

Hastings City Council Memorandum

Date: July 23, 2025
To: Honorable Mayor Tossava & Members of the Hastings City Council
From: Dan King, Community Development Director
Subject: July Community Development Department Report

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

Hastings Live

It is hard to believe, but with the next monthly Community Development report, both Summerfest and the 2024 Hastings Live programming season will be in the books. We hope you make time to attend a performance before you must wait until next season.

**THIS WEEK
HASTINGS LIVE**

Wednesday @ 7:30
Thornapple Plaza
Grumpy Old Men



Friday @ Noon
Courthouse Lawn
Best Day Ever Band



Thursday @ 11:00 A.M
Thornapple Plaza
Palamazoo



**BACK
TO THE FUTURE**
31st CONCERT
GRAND RAPIDS
SYMPHONY

Friday @ 7:30
Hastings Performing
Arts Center
Grand Rapids
Symphony playing in
sync with the film
projected on the big
screen. Ticked Event.

Summerfest

Don't forget to mark your calendar for one of Hastings' largest festivals! The event takes place in the heart of downtown Hastings and features arts & crafts vendors on the courthouse lawn, concessions, free trolley rides, children's activities, softball tournament, 3-on-3 basketball, 5K run, parade, car show, live entertainment and a refreshment tent.



Downtown Development Authority Strategic Plan

The DDA has entered into an agreement with Double Haul Solutions LLC of Brighton, Michigan to assist in the development of a strategic plan. The DDA will be kicking off the process with representatives of Double Haul as well as representatives of the Michigan Economic Development Corporation (MEDC) at the August 21st regular meeting of the DDA. The MEDC provided grant funding for 75% of the project cost. A significant amount of public outreach will be conducted during the formation of the plan, with the plan scheduled to be completed the first of the year.

Rock the Block Party

The final Rock the Block Party of the season will be held on Saturday August 9th from 6:00 PM to 10:00 PM in downtown Hastings. Come on down and socialize with old friends and along the way you may make some new friends.



Upcoming Events

Hastings Live now through August 23

Block Party Street Dance August 9

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 shoke@hastingsmi.gov dking@hastingsmi.gov





To: Mayor Tossava & City Council

From: Robet Neil, Street Superintendent

Subject: Monthly Report for the month of June

Meeting Date: June 23, 2025

Projects Updates:

- Lead service asphalt patching- continuing
- Misc. road repairs-ongoing
- Six (6) stormwater catch basins repaired
- Sidewalk repair and replacement beginning
- Crack sealing has begun Star School road has been completed
- Compost facility is open
- Salt storage building is in progress demolition started Wed July 23rd
- Sweeping
- Tree Root control cutting and televising has been completed
- Hastings DPS crew was able to hit the goal for replacing 101 services for the 2024/2025 Fiscal year.

In the coming weeks crews will be working on street repairs such as crack sealing and patching, catch basin repairs, and the demolition of the salt storage building.

Preparation has begun for sidewalk repair list, chip sealing list, street line painting list, Major Street repair list.

The approved Salt storage building is in progress and moving forward, demolition began on 7-23-2025 expecting to be completed by the first week in August. The new Caterpillar loader has been ordered, a new F250 that was approved was also ordered, both are expected to arrive in October.

Rob Neil- Street Superintendent

Hastings DDA Strategic Plan Kickoff Meeting Minutes

Date: July 14, 2025

Time: 1:30 PM

Location: Virtual

Discussion Items:

1. Welcome and Introductions

- Mitch Foster (Economic Vitality & Small Community Specialist) and Torri Mathis (Communications & Engagement Strategist) introduced themselves as the facilitators from Double Haul Solutions.
- They emphasized the collaborative nature of the process and reiterated that the plan will be developed with—not for—the DDA board, staff, and community.
- Participants included DDA Board Members, City Staff including Dan (Staff Lead), Patty (DDA Chair), Deb, Steve, Sarah (City Manager), and Sandy (Admin Specialist).

2. Purpose of the Strategic Plan

- Plan to serve as a 5–10-year vision with realistic and actionable goals.
- Aims to help prioritize projects, prevent mission creep, and clarify responsibilities for both city staff and the DDA board.
- Highlighted need to clarify ownership and maintenance of capital projects to avoid future disputes.
- City Manager Sarah stressed the importance of aligning city staff and board expectations.

3. Ground Rules and Expectations

- The DDA board is a working board with limited capacity due to board members' other jobs and responsibilities.
- Dan will serve as the main point of contact with Patty cc'd on board-related communications.
- Commitment to open, respectful communication and setting meeting ground rules to avoid personal offense.
- Concerns about backchannel conversations were raised, emphasizing the need for intentional transparency moving forward.

4. Understanding Internal + External Relationships

- Historically positive relationships between DDA and City; some tension due to city-led projects like bridge maintenance.
- Need for clear and honest communication lines to ensure accountability and cohesion.
- Emphasis on collaboration and mutual understanding between city council and the DDA board.



5. Public + Board Engagement Planning

- Identified stakeholder groups: downtown businesses, residents, youth councils, Chamber of Commerce, Brownfield Authority, large businesses, cultural organizations, and funders like Barrett Community Foundation.
- Noted awareness gap among business district members about their inclusion in the DDA.
- Discussion of using Friday concerts, Summerfest, and Thursdays at Noon as key outreach opportunities.
- Strong support for a Train-the-Trainer model to ensure uniform and consistent messaging by board members.

6. Education and Messaging Overview

- Need for consistent messaging and public narrative around DDA's mission, roles, and impact.
- Group noted common misconceptions about the DDA's authority and funding.
- Mitch and Torri to develop educational materials including FAQs, talking points, and overview documents.
- Importance of tone and transparency in messaging was emphasized to avoid resurfacing past negativity.

7. Next Steps and Action Items

- Next full DDA board session planned for August 21 at 8:00 AM.
- Pre-kickoff meetings with key stakeholders to be arranged beforehand.
- Engagement efforts and survey collection will take place in months 2–3 of the planning process.
- Flexible meeting formats, including 1:1 sessions, will be used to maximize participation.

Action Items by Role

Mitch:

- Facilitate and summarize feedback from the strategic planning process.
- Assist with the development of messaging materials for public engagement.
- Work with Torri to prepare preliminary materials for the kickoff meeting.
- Coordinate with Patty and Deb to keep the board engaged and energized.

Torri:

- Prepare and distribute meeting notes and action items.
- Develop engagement and communications plan including messaging, outreach tactics, and training.
- Coordinate logistics and formats for the public engagement sessions.
- Support Mitch in facilitating the process and communicating expectations.

Dan:

- Serve as the primary city contact for strategic planning.
- Distribute informational materials and help coordinate scheduling for meetings.
- Provide existing agreements, policies, or bylaws to DHS.
- Facilitate communications between city, DDA board, and external stakeholders.

Steve:



- Coordinate with the Hastings Downtown Business Connection.
- Assist in promoting public engagement at local events, where appropriate.
- Represent arts and events perspectives at meetings.

Patty:

- Co-lead board communication and support decision-making.
- Motivate and prepare board members for participation.
- Engage with business groups such as the Hastings Downtown Business Connection.

Deb:

- Support board communication and help manage expectations around board participation.
- Work with Patty to coordinate board motivation and responsibilities.



City of Hastings
Downtown Development Authority
DRAFT Meeting Minutes
July 17, 2025

1. Meeting Call to Order and Roll Call—

The meeting was called to order at 8:03 a.m. by Woods

Roll Call –

Present: Baker, Button, Hatfield, Peterson. Schantz, Tossava, Wiswell (in at 8:08); Woods

Absent: Albrecht

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

Others Present: Patterson

2. Pledge to the Flag

3. Approval/Additions/Deletions to Agenda –

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

All ayes motion carried.

4. Approval of Minutes -

Motion by Baker, second by Hatfield, to approve June 19, 2025, minutes as presented.

All ayes motion carried.

5. Financial Statements & Budget for Review –

King said the budget data had been updated through June 30, 2025, and the bulk of the financial data represents the end of the fiscal year. Some invoices that arrive in July will require to be accounted for in the fiscal year that ended June 30, 2025.

6. Façade and BEIG Update-

King said the BEIG and Façade grant data had been updated through June 30, 2025, and included BEIG loan for Barlow's and Façade grant reimbursement for the Riverwalk Café.

7. Open Public Comment and Discussion – None

8. Old Business-

A. Videography Discussion-

The board discussed the services, fees and availability of three local videographers.

Motion by Button, second by Schantz to approve the expenditure of up to \$4,000.00 to retain the services of Welton Media to provide video of the DDA district, events and more for the DDA website.

Ayes: Baker, Button, Hatfield, Peterson, Schantz, Tossava, Wiswell, Woods

Nays:

Absent: Albrecht

All ayes motion carried.

B. BEIG Loan Policy and Standards Discussion

The discussion was tabled.

C. Strategic Plan Update

King told the board that the staff and DDA representatives had an initial meeting with Dual Haul regarding the DDA strategic plan. Staff from Dual Haul will give a presentation at the August 21, 2025, DDA meeting.

9. New Business

A. Façade Grant Reimbursement for Andrew Ortwein at 135 E. State St.

King said the work on Ortwein's building had been completed and a reimbursement check was issued.

B. Streetscape Maintenance

The board discussed the need to repaint street light poles, weed control, and the replacement of a tree on S. Jefferson Street. Staff was directed to talk to DPS street superintendent about those issues.

C. Chargepoint Five-Year Cloud Plan Maintenance Agreement Renewal (Electrical Vehicle Charging Station)

Motion by Tossava, second by Baker, to approve the expenditure of \$5,800.00 for a five-year cloud plan and maintenance agreement with Chargepoint.

Ayes: Baker, Button, Hatfield, Peterson, Schantz, Tossava, Wiswell, Woods

Nays:

Absent: Albrecht

All ayes motion carried.

10. DDA Member Comment –

Woods opened discussion about the Barry County Chamber of Commerce and Economic Development Alliance's request for support through its Level Up program.

Motion by Wiswell, second by Hatfield, to approve the expenditure of \$5,000.00 per year for three years to support the BCCCEDA Level Up program

Ayes: Baker, Button, Hatfield, Peterson, Schantz, Tossava, Wiswell, Woods

Nays:

Absent: Albrecht

All ayes motion carried.

Woods also suggested that staff contact building owners to tidy up vacant buildings (clean windows and cover them with paper. Remove leaves and debris from the entrance area) and congratulated Wiswell on his business' 80th anniversary.

Patterson talked about doing a segment about the DDA and Planning Commission on the Hastings High School TVP.

Wiswell said the latest block party in downtown Hastings was a great success and suggested that the DDA may want to provide financial support in the future.

11. Open Public Comment and Discussion – None

12. Adjournment

Motion by Tossava, second by Hatfield, to adjourn.

All ayes motion carried.

Meeting adjourned at 9:22 a.m.

Patty Woods, Chair

Deb Button, Secretary