



City of *Hastings* Michigan

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

201 E. State Street 49058

Regular Council Meeting
August 25, 2025
Executive Summary

Item #	Summary
9A	<p>Description: Items for Action by Unanimous Consent</p> <p>Recommended Action: Motion to approve the consent agenda as presented.</p>
10A	<p>Description: Resolution 2025-23 – Water Tower Easement Agreement</p> <p>Recommended Action: Motion to adopt Resolution 2025-23 to authorize the purchase and sale agreement with AIO Operating for an Easement at the North Water Tower, 107-A West Blair in Hastings.</p>
10B	<p>Description: Fire Department Bathroom Remodel</p> <p>Recommended Action: Motion to approve All Call Restoration to remodel the Fire Department bathrooms for \$24,432.57, with a \$5,000 contingency, for a total approved amount of \$29,432.57.</p>
10C	<p>Description: Replacement of #130 Dump Truck</p> <p>Recommended Action: Motion to approve the purchase of a 2026 HV507 single axle cab and chassis from West Michigan International for \$114,357.74, and to approve Truck and Trailer Specialties to upfit this truck for \$107,235.</p>



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201 E. State Street 49058

Item #	Summary
10D	<p>Description: 2025 Street Sealcoating Bid Award</p> <p>Recommended Action: Motion to approve a purchase order for chip sealing contract and accept the proposal from Ace Asphalt & Paving for \$132,734.25.</p>
10E	<p>Description: FY 25/26 Lead Line Replacement – Plumbing Contract</p> <p>Recommended Action: Motion to approve Fiscal Year 25 lead line replacement by Advantage Plumbing & Drain in the amount of \$157,290.</p>
10F	<p>Description: Memorandum of Understand with Mercy Ambulance, Life EMS, and participating municipalities</p> <p>Recommended Action: Motion to authorize the Mayor to sign the Memorandum of Understanding for Ambulance Service contingent on final review and approval by the City Attorney.</p>

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Agenda
August 25, 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 August 11, 2025, regular meeting
- ✓ 6. Public Hearings:
 - * A. Homeowners Rehabilitation CDBG Grant Application.
7. Public Comment:
8. Formal Recognitions and Presentations:
 - A. Presentation from Dave Hatfield, Barry County Commissioner.
- ✓ 9. Items for Action by Unanimous Consent:
 - * A. Consider approval of the Mid-Michigan Lady Boltz to use the Fish Hatchery Softball field on Thursdays from **5:30 PM to 7:00 PM, August 28, 2025 through October 30, 2025**, and for a Hit-A-Thon event on **Sunday, October 26, 2025 from 12:00 PM to 5:00 PM.**
- ✓ 10. Items of Business:
 - * A. Consider adoption of **Resolution 2025-23** to authorize the purchase and sale agreement with AIO Operating for an Easement at the North Water Tower, 107-A West Blair in Hastings.
 - * B. Consider approval of the proposal by All Call Restoration to remodel the fire department bathrooms for \$24,432.57, with a \$5,000 contingency, for a total approved amount of **\$29,432.57.**
 - * C. Consider approval of the purchase of a 2026 HV507 single axle cab and chassis from West Michigan International for **\$114,357.74**, and the upfitting from Truck and Trailer Specialties for **\$107,235.**
 - * D. Consider approval of a purchase order for Chip Sealing Contract and proposal from Ace Asphalt & Paving in the amount of **\$132,734.25**

- * E. Consider approval for Fiscal Year 25 lead line replacement by Advantage Plumbing & Drain in the amount of **\$157,290.**
- * F. Consider authorization of the Mayor to sign the Memorandum of Understanding for Ambulance Service contingent on final review and approval by the City Attorney.
- 11. Staff Presentations and Policy Discussions:
 - A. Consider proceeding with developing an Assistant City Manager position and eliminating the office of the Director of Public Services.
- 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. Riverside Cemetery Preservation Advisory Board Minutes – August 13, 2025
 - * B. Downtown Development Authority DRAFT Meeting Minutes – August 21, 2025
- 14. Public Comment:
- 15. Mayor and Council comment:
- ✓ 16. Adjourn
- * Items with enclosures.
- ✓ Motion under agenda heading requires roll call vote.

Guidelines for Public Comment

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

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

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Minutes
August 11, 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: Moyer-Cale, Boulter, Edelman, Jordan, King, Neil and Perin
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
 - A. Approval of the minutes of the July 28, 2025, regular meeting

Motion by Stenzelbarton, with support from Barlow, to approve the minutes of the July 28, 2025, regular meeting.

Ayes: Barlow, Bergeron, Brehm, Devroy, McLean, Resseguie, Rocha, Stenzelbarton and Tossava
Nays: None
Absent: None
Motion carried.
 - B. Approval of the minutes of the July 28, 2025, closed session meeting

Motion by Devroy, with support from Stenzelbarton, to approve the minutes of the July 28, 2025, closed session 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 Gail Lowe, resident of Hastings, about speaking with Dan King with a suggestion for a Christmas Memorial Tree Decoration at the corner of Railroad and State St. Memorial ornaments would be hung on December 21, 2025, and removed by January 2, 2026. Gail volunteered for personal cleaning of the tree, and suggested such an event would make for positive publicity for the City of Hastings.

Comments from Gary White, Barry County Resident, inquiring about the blockade setup in Downtown Shopping District at Barlow's Florist, namely the purpose of the blockade, and the reason for pedestrian traffic redirection.

8. Formal Recognitions and Presentations:

A. Presentation from Dave Hatfield, Barry County Commissioner.

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

10. Items of Business:

A. Consider approval of the Hastings Summerfest Committee's request to hold the annual Summerfest celebration on August 22, 23, and 24, 2025, at various locations as requested, and adopt **Resolution 2025-22** to stay the necessary ordinances.

Motion by McLean, with support from Devroy, to approve the Hastings Summerfest Committee's request to hold the annual Summerfest celebration on August 22, 23, and 24, 2025, at various locations as requested, and adopt **Resolution 2025-22** to stay the necessary ordinances.

Comments from Pastor Bryce on Community Church worship service at Summerfest, and free cook-out event. Donations are welcome for the Food Pantry.

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

Nays: None

Absent: None

Motion carried.

B. Consider approval of Dale Boulter as Officer Delegate and Dan King as Alternate Delegate to the **Michigan Employees' Retirement System (MERS) Annual Conference, October 16 to 17, 2025.**

Motion by Stenzelbarton, with support from Barlow, to approve Dale Boulter as Officer Delegate and Dan King as Alternate Delegate to the **Michigan Employees' Retirement System (MERS) Annual Conference, October 16 to 17, 2025.**

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

Nays: None
 Absent: None
 Motion carried.

- C. Consider approval of, under direction of staff, the request from the Barry Roubaix to conduct the **Fall Fondo Fundraising Cycling Event**, with staging in Fish Hatchery Park on **Sunday, October 12, 2025, from 9:00 AM to 6:00 PM.**

Motion by McLean, with support from Devroy, to approve, under direction of staff, the request from the Barry Roubaix to conduct the **Fall Fondo Fundraising Cycling Event**, with staging in Fish Hatchery Park on **Sunday, October 12, 2025, from 9:00 AM to 6:00 PM.**

Discussion held.

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

- D. Consider authorization of the purchase of eighty-seven (87) Dell monitors in the amount of **\$12,750.72.**

Motion by Barlow, with support from Brehm, to authorize the purchase of eighty-seven (87) Dell monitors in the amount of **\$12,750.72.**

Discussion held, with request of amendment of Motion by Rocha.

D1. Motion by Rocha, with support from Stenzelbarton, to approve purchase of 21" monitors instead of 24" monitors.

Ayes: Barlow, Rocha and Stenzelbarton
 Nays: Bergeron, Brehm, Devroy, McLean, Resseguie and Tossava
 Absent: None
 Motion not carried.

D2. Motion by Barlow, with support from Brehm, to authorize the purchase of eighty-seven (87) Dell monitors in the amount of **\$12,750.72.**

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

- E. Consider approval of Murray's Asphalt to do repairs on multiple major streets in the amount of **\$58,984.**

Motion by Brehm, with support from Devroy, to approve Murray's Asphalt to do repairs on multiple major streets in the amount of **\$58,984.**

Discussion held.

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

Nays: None

Absent: None

Motion carried.

- F. Consider approval of Murray's Asphalt for patching lead service line pavement cuts in the amount of **\$8,312.**

Motion by McLean, with support from Devroy, to approve Murray's Asphalt for patching lead service line pavement cuts in the amount of **\$8,312.**

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

Nays: None

Absent: None

Motion carried.

- G. Consider scheduling a public hearing for **Monday, August 25, 2025**, to allow residents to comment on proposed activities included with a Homeowners Rehabilitation grant application to the State of Michigan.

Motion by Brehm, with support from McLean, to schedule a public hearing for **Monday, August 25, 2025**, to allow residents to comment on proposed activities included with a Homeowners Rehabilitation grant application to the State of Michigan.

Discussion held, with comment from Tossava that public hearing would be scheduled for 7:00 PM regular council meeting time.

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

Nays: None

Absent: None

Motion carried.

- H. Consider approving, and authorizing Clerk and Mayor to sign, the Independent Public Officials Contract for Construction Code Administration and Enforcement with Professional Code Inspections (PCI).

Motion by Stenzelbarton, with support from Brehm, to approve, and authorize Clerk and Mayor to sign, the Independent Public Officials Contract for Construction Code Administration and Enforcement with Professional Code Inspections (PCI).

Discussion held, with Motion modified to change contract time from 24 months to 12 months with one-year auto renewal.

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

Nays: Barlow

Absent: None

Motion carried.

- I. Consider approving of, under direction of staff, Barry County Great Start Collaborative to conduct a Stroll N Read Event in Tyden Park from **3:00 PM to 5:00 PM on Thursday, August 14, 2025.**

Motion by Barlow, with support from Brehm, to approve Barry County Great Start Collaborative to conduct a Stroll N Read Event in Tyden Park from **3:00 PM to 5:00 PM on Thursday, August 14, 2025.**

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:

- A. Fire Chief Jordan Monthly Report

Comments about August 23, 2025 Pancake Breakfast.

- B. Library Director Edelman Monthly Report

13. Reports and Communications:

- A. Hastings Public Library Board of Trustees DRAFT Minutes – August 4, 2025

Motion by Stenzelbarton, with support from Devroy, to place on file item A.
All ayes. Motion carried.

14. Public Comment:

Comments from Gary White, discussing the Health Department hiring a new officer and raising fees. Encouraged Council to be a voice to separate Barry County from Eaton County at the Health Department. Also reported on professional interactions with Professional Code Inspections.

15. Mayor and Council comment:

Comments from Tossava recognizing the proclamation of Dave McIntyre Day on August 11, 2025, to pay honor to his retirement as a broadcaster at WBCH.

Added comments from Stenzelbarton, Barlow, Brehm, Devroy, Resseguie and Bergeron congratulating Dave McIntyre on his retirement and recognition.

Comments from McLean, acknowledging Dave McIntyre, and clarified statements on PCI and their customer service quality.

16. Adjourn:

Motion by McLean, with support from Stenzelbarton, to adjourn.
All ayes. Motion carried. Meeting adjourned at 8:11 PM.

Read and Approved:

David J. Tossava, Mayor

Linda Perin, City Clerk

DRAFT



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Public Hearing for Michigan Community Block Grant (CDBG) Funding

Meeting Date: August 25, 2025

Recommended Action:

Conduct a public hearing to allow residents to comment on proposed activities included with a Homeowners Rehabilitation grant application to the State of Michigan.

Background Information:

The Community Development Department has administered the Michigan State Housing Development Authority (MSHDA) Neighborhood Enhancement Program (NEP) grant for the previous three (3) years. The NEP grant allowed income qualified homeowners in the city to apply for funding up to \$9,999.00 for exterior home improvements such as windows, doors, siding, roofing, and driveway reconstruction. MSHDA discontinued the NEP program in 2024 and replaced it with the MI Neighborhood program funded with CDBG dollars.

Federal rules govern the use of CDBG awards that meet a Housing and Urban Development (HUD) National Objective as well as MSHDA's policies regulating the application process and the on-going operation of its CDBG-funded programs from initial award to grant closeout.

Citizen participation, including public hearings, are an integral part of the application process, hence the necessity to conduct an initial public hearing to solicit citizen comment.

Financial Implications:

Minimal – Publication of Public Hearing Notice

Attachments:

Public Hearing Notice

**CITY OF HASTINGS
NOTICE OF PUBLIC HEARING
FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FUNDING FOR EXTERIOR HOME IMPROVEMENT PROJECT**

The City of Hastings will conduct a public hearing on Monday August 25, 2025, at 7:00PM in Council Chambers at City Hall at 201 East State Street, Hastings, MI 49058, for the purpose of affording citizens an opportunity to examine and submit comments on the proposed application for a CDBG grant.

The City of Hastings proposes to use CDBG grant funds in the amount of \$300,000.00 for exterior home improvement projects for owner-occupied single-family residences, along with other local and private activities and funding. All activities, upon completion, will benefit low-moderate income households. Zero persons will be displaced as a result of the proposed activities.

Further information, including a copy of the City of Hastings' Community Development Plan and CDBG application, are available for review. To inspect the documents, please contact Dan King, Community Development Director, at 269-945-2468, dking@hastingsmi.gov or review at City Hall, 201 E. State Street, Hastings, Michigan 49058. Comments may be submitted in writing by 4:00 PM on Monday August 25, 2025, or made in person at the public hearing.

The City of Hastings has participated in previous CDBG funding and information is available regarding the city's performance on the past activities.

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

City of Hastings
Linda Perin
City Clerk



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Field Reservation Request

Meeting Date: August 25, 2025

Recommended Action:

Motion to approve the Mid Michigan Lady Boltz to use the Fish Hatchery Softball field on Thursdays from 5:30 pm – 7:00 pm from August 28th through October 30th, 2025, and for a Hit-A-Thon event on Sunday, October 26th, from noon until 5:00 pm.

Background Information:

This is a new 14U travel softball league that would like to use the field for regular practices. The primary contact is Amanda Roderiguez. The will hold practices on Thursday through the end of October. Our administrative assistant has confirmed that this does not conflict with any other scheduled events.

As supplemental information, Vester is working on a park facility reservation process for your future approval to manage these kinds of reservations so that they do not always go to council.

Financial Implications:

None.

Attachments:

None.



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Resolution 2025-23 – Water Tower Easement Agreement

Meeting Date: August 25, 2025

Recommended Action:

Motion to adopt **Resolution 2025-23** to authorize the purchase and sale agreement with AIO Operating for an Easement at the North Water Tower, 107-A West Blair in Hastings.

Background Information:

This spring, the City Council discussed and ultimately authorized the execution of a letter of interest for an easement agreement for the water tower space that we currently lease to ATT. It is a 50-year easement in exchange for the lump sum of \$625,000. Council discussed investing these funds as allowed by the city's approved investment policy.

I have been working with attorneys for the city to negotiate the agreement. Both parties are agreeable to the attached draft, with the exception that we have not yet received confirmation on their acceptance of the following addition:

Grantee shall provide written notice to Grantor at least thirty days before Grantee or any Tenant commences work in the Easement Area that will include new or revised penetration of the exterior surface of the water tower, or penetration of any supporting infrastructure that is not already included in the Facilities.

There may be final wording changes to this section, but nothing substantive to its meaning will be modified. Any final change will be reviewed and approved by an attorney representing the city.

Financial Implications:

Revenue of \$625,000 lump sum, not budgeted. We will no longer receive the monthly lease amount from the tenant.



Regular Council Agenda Item Memorandum

Attachments:

- Resolution 2025-23
- Proposed Purchase and Sale Agreement

City Of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

RESOLUTION 2025-23

**RESOLUTION TO AUTHORIZE THE PURCHASE AND SALE AGREEMENT WITH AIO
OPERATING FOR AN EASEMENT AT THE NORTH WATER TOWER, 107-A WEST BLAIR**

WHEREAS, the City of Hastings executed a letter of interest to allow the buyer to acquire a 50-year easement in exchange for \$625,000.00; and

WHEREAS, the City Manager and City Attorney have negotiated and thoroughly reviewed the terms of the purchase and sale agreement and corresponding easement,

THEREFORE, BE IT RESOLVED that the City Council authorizes and directs the City Clerk and the Mayor to execute and effect the agreement as presented as an appendix to this Resolution 2025-23.

A motion to adopt the foregoing resolution being offered by Member ____ , second 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 25th day of August 2025, by the City Council of the City of Hastings, by a vote of ____ members voting in favor thereof, ____ member being absent, and ____ members voting against.

Linda Perin
City Clerk

PURCHASE AND SALE AGREEMENT

(NEW EASEMENT AND LEASE ASSIGNMENT)

This Purchase and Sale Agreement (this “**Agreement**”) is entered into this _____, 2025 (the “**Effective Date**”), by and between **THE CITY OF HASTINGS**, a Michigan municipal corporation f/k/a Village of Hastings (“**Grantor**”), whose address is 201 East State Street, Hastings, Michigan 49058, and **AIO OPERATING 2, LLC**, a Delaware limited liability company (“**Grantee**”), whose address is 7950 Legacy Drive, Suite 500, Plano, Texas 75024. All references hereafter to “**Grantor**” and “**Grantee**” shall include their respective heirs (if applicable), successors and assigns (Grantor and Grantee are sometimes referred to herein together as the “**Parties**” and each individually as a “**Party**”). The Parties hereto agree as follows:

1. Grant of Easements; Assignment of Existing Agreements.

(a) Grant of Easements. Grantor owns certain real property located at 107-A West Blair Street, Hastings, Michigan 49058 and as more particularly described on Exhibit A attached hereto (the “**Property**”). At the Closing (defined below), Grantor shall, pursuant to the Easement and Assignment Agreement in the form attached hereto as Exhibit B (the “**Easement and Assignment Agreement**”), grant and convey to Grantee certain easements and other rights as set forth therein (the “**Easements**”).

(b) Assignment of Existing Agreements. At the Closing, pursuant to the Easement and Assignment Agreement, and subject to the terms thereof, Grantor shall sell, assign, transfer, convey and deliver to Grantee all of Grantor’s right, title and interest in and to the “**Existing Agreements**” (as defined in the Easement and Assignment Agreement) including without limitation, the right to control, manage, and receive all revenue, rents, security deposits and other credit support, and other monies due to Grantor specified therein, and the benefit of all indemnification obligations thereunder in favor of Grantor, and Grantee shall assume all of Grantor’s obligations under the Existing Agreements arising from and after the date of Closing, except as set forth in the Easement and Assignment Agreement. The tenants under the Existing Agreements are referred to in this Agreement as the “**Tenants**.”

2. Purchase Price; Prorations. The aggregate purchase price for the grant of the Easements and assignment of the Existing Agreements shall be an amount equal to \$625,000.00 (the “**Purchase Price**”). Grantee shall pay the Purchase Price, net of all prorations or other adjustments pursuant to this Agreement and the Settlement Statement (as defined below), to Grantor at the Closing simultaneously with the delivery of the Easement and Assignment Agreement, by wire transfer of immediately available funds (\$USD) to the account(s) designated in writing by Grantor to Grantee (via escrow). Grantor shall credit Grantee at Closing an amount equal to all security deposits, if any, actually held by Grantor in favor of the Tenants under the Existing Agreements.

At Closing, base rent under the Existing Agreements for the pay period in which Closing occurs shall be prorated between Grantor and Grantee. Grantor will forward to Grantee any rent payments received from any Tenant applicable to any period subsequent to the Closing Date, and Grantee will forward to Grantor any rent payments received from any Tenant applicable to any period prior to the Closing Date, in either event within five (5) business days of receipt thereof (except as otherwise expressly allocated herein or on the Settlement Statement, as defined in Section 4 below).

Notwithstanding the preceding paragraph, at Closing, Grantee shall receive a credit equal to the next two (2) months of base rent payments coming due under the Existing Agreements to allow for the time needed for the Tenants to recognize Grantee as the new payee under the Existing Agreements; provided, to the extent Grantee actually receives base rent with respect to such two (2) month period, Grantee shall

promptly remit the same to Grantor. If Grantor, and not Grantee, receives additional base rent checks for the period following Closing other than with respect to the foregoing two (2) month period, Grantor shall promptly remit the same to Grantee in accordance with the preceding paragraph.

3. **Closing.** The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the “**Closing Date**”). The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date.

4. **Closing Deliverables.** At the Closing, (i) Grantor and Grantee shall execute and deliver to each other the Easement and Assignment Agreement; (ii) Grantor shall deliver to Grantee copies of all consents, approvals, affidavits, waivers and authorizations required or necessary for Grantor to enter into the transactions contemplated by this Agreement; (iii) Grantor shall (where applicable) obtain and deliver to Grantee a subordination, non-disturbance and attornment agreement from each lender or lien holder identified by Grantee’s title insurance commitment as having a claim encumbering Grantor’s interests in the Property, in form and substance reasonably satisfactory to Grantee; (iv) Grantor and Grantee shall execute and deliver a settlement statement (the “**Settlement Statement**”) with all closing figures, including payment of the purchase price, any fees payable by either Party in connection with the transactions contemplated hereby, and prorated rent, utility, and other applicable payments in connection with the Existing Agreements; (v) Grantee shall pay to Grantor the Purchase Price as set forth in Section 2; and (vi) each of Grantor and Grantee shall execute and deliver any other required documents or instruments required to consummate the transactions contemplated hereunder or as required with respect to Grantee’s title insurance.

5. **Representations and Warranties of Grantor.**

(a) **Authority and Ownership.** Grantor represents and warrants to Grantee, as of the date hereof, that: (i) this Agreement and all the other documents executed by Grantor constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms; (ii) Grantor is a validly existing entity (if applicable) and the signatory of this document is duly authorized to sign on its behalf; (iii) the execution, delivery and performance by Grantor of this Agreement does not and will not violate any agreement to which Grantor is a party, including mortgages and deeds of trust, or violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject; (iv) Grantor has legally sufficient right, power, and authority to enter into this Agreement and the Easement and Assignment Agreement and to grant the Easements and assign the Existing Agreements to Grantee, and Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Easements (or any portion thereof) or in and to the Existing Agreements; (v) except for the Existing Agreements, Grantor has not executed or otherwise entered into any leases, tenancies, licenses, or concession agreements, occupancy agreements, or other agreements with respect to rights that would adversely affect Grantee’s or the Tenants’ possession, or occupancy of any portion of the Easements or use of the Property pursuant to this Agreement or the Easement and Assignment Agreement; and (vi) Grantor and its managers, officers, and elected officials are in compliance with all applicable laws and regulations relating to money laundering, foreign asset control, and terrorism, and Grantor is not a person or entity that is identified as a Specially-Designated National or Blocked Person on the then-most current list published by OFAC.

(b) **Property and Existing Agreements.** Grantor represents and warrants to Grantee, as of the date hereof, that: (i) Grantor has not breached or defaulted on any of Grantor’s obligations under the Existing Agreements that remains uncured, and, to Grantor’s knowledge, the Tenants have not breached or defaulted on any of their obligations under the Existing Agreements that remains uncured; (ii) at no time prior to the date hereof has Grantor delivered or received written notice of a breach or default by either

Grantor or any Tenant under the Existing Agreements; (iii) no Tenant, nor its agents or contractors, has notified Grantor of any intention or desire to terminate any Existing Agreement or surrender or abandon any Existing Agreement, and further, no Tenant under any of the Existing Agreements has requested a reduction in the rental amount or other payments payable pursuant to the Existing Agreements; (iv) the Existing Agreements are presently in full force and effect and unmodified, and Grantee has been provided with full and complete copies thereof; (v) to Grantor's knowledge, any improvements to be made by the Tenants have been completed and any and all other special conditions to be performed by the Tenants pursuant to the Existing Agreements have been performed and satisfied; (vi) the Tenants' obligations to pay rent have commenced in full and the Tenants are currently paying the scheduled rent set forth in the Existing Agreements; (vii) except as set forth in the Existing Agreements, no rents have been paid more than thirty (30) days in advance of their due dates; (viii) to Grantor's knowledge, no Tenant has any claim of setoff under an Existing Agreement or otherwise against rents or other charges due or to become due thereunder; (ix) to Grantor's knowledge, there are no required consents or approval, rights of first offer or refusal, or preferential purchase rights under the Existing Agreements or otherwise that would apply to the transactions contemplated herein other than those that have been waived in accordance with the terms of the Existing Agreements or the applicable documents or agreements in which such rights are provided; (x) there are no violations of any applicable laws, regulations, or codes with respect to the Property, and neither Grantor nor the Property is in breach or default with respect to any matter of record affecting the Property that, in either case, would adversely affect the use of the Property for the purposes set forth in this Agreement, the Easement and Assignment Agreement, or the Existing Agreements; (xi) to Grantor's knowledge, there is no circumstance at the Property that would adversely affect the use thereof for the purposes set forth in this Agreement, the Easement and Assignment Agreement, or the Existing Agreements; and (xii) there is no pending or, to Grantor's knowledge, threatened action, judgment, order decree, or proceeding (including any bankruptcy, insolvency, eminent domain, zoning, or other land use regulation actions) that, if determined against Grantor or the Property, would adversely affect Grantor's ability to grant the Easements or enter into this Agreement or the Easement and Assignment Agreement or to perform its obligations hereunder or thereunder, or limit Grantee's ability to use the Easements as contemplated herein or therein, or that would affect the use of the premises leased or licensed under the Existing Agreements or the validity or continuance of the Existing Agreements.

(c) AS IS. Except as set forth herein or in the Easement and Assignment Agreement, Grantor makes no warranties to Grantee regarding the status of the Property or the nature or status of the Existing Agreements, and Grantor hereby disclaims any verbal or written warranties or representations made by Grantor or any of its officers, agents, or representatives during the course of the negotiation of this Agreement or any other discussions with Grantee. Grantee hereby acknowledges and accepts that Grantee has been afforded full and complete opportunity to inspect the Property and review the Existing Agreements, and that in making its decision to enter into this Agreement and proceed to Closing, Grantee is relying solely on its own investigations and not on any representations made by Grantor or any of its officers, agents or representatives (except as set forth herein or in the Easement and Assignment Agreement). Except as set forth herein or in the Easement and Assignment Agreement, (i) Grantee hereby acknowledges that if and when the Closing occurs, Grantee shall accept the Existing Agreements and the Easements in their "as-is, where-is, with all faults" condition, and (ii) Grantee hereby waives and forever releases any and all claims against Grantor related to the condition of the Property or the Existing Agreements as of the date of Closing.

6. **Representations and Warranties of Grantee**. Grantee represents and warrants to Grantor, as of the date hereof, that: (i) this Agreement and all the other documents executed by Grantee constitute the legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with their terms; (ii) Grantee is a validly existing entity and the signatory of this document is duly authorized to sign on its behalf; and (iii) the execution, delivery and performance by Grantee of this Agreement does not and will not violate or conflict with any provision of Grantee's organizational documents.

7. **Indemnification.** Grantee and (to the extent not inconsistent with State law) Grantor shall each indemnify, defend, and hold harmless the other against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any misrepresentation or breach of warranty, representation or covenant made by such party in this Agreement or in any document, certificate or exhibit given or delivered to the other pursuant to or in connection with this Agreement.

8. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to Grantor and to Grantee at the addresses provided for above (or at such other address for a Party as shall be specified in a notice given in accordance with this Section).

9. **Miscellaneous.**

(a) **Closing Costs.** The following costs shall be split equally among Grantor and Grantee: all fees of the escrow agent (if any), including any document preparation or escrow fees. Each Party shall be responsible for the entirety of any fees with respect to any brokers, finders or other agents claiming by, through or under such Party and (to the extent not inconsistent with State law) shall indemnify, defend, and hold harmless the other Party from any such fees or claims therefor. Each Party shall also be responsible for any and all costs incurred by such Party in connection with the preparation, review and negotiation of this Agreement and any other documents required in connection herewith. Grantee shall be responsible for any costs expended to procure a title report, survey, environmental report, title insurance policy and for the recording fees associated with recording the Easement and Assignment Agreement. Grantor shall be responsible for all recording fees associated with releasing or subordinating any liens on the Property that are required by Grantee's title insurance company to be addressed as a condition of Closing. Grantor shall be responsible to pay any sales, use, transfer, stamp or similar taxes that are incurred or imposed with respect to the transactions described in this Agreement. Grantor is exempt from withholding of state and federal income taxes, and neither Grantee nor the title company shall withhold any proceeds from the closing from disbursement to Grantor. To the extent not inconsistent with State law, Grantor shall indemnify, defend and hold Grantee harmless from and against any claims, suits, demands, actions, losses, costs, penalties, expenses, or fees related to any rent tax, bulk sales tax, transaction privilege tax, or similar tax that is applicable to the period prior to Closing or to the Closing of the transactions contemplated hereunder.

(b) **Recording.** Grantor and Grantee shall, at Closing, acknowledge, execute and record the Easement and Assignment Agreement. Grantee shall be responsible to pay recording fees. Grantee shall ensure that Grantor receives an electronic PDF copy of the fully-recorded Easement and Assignment Agreement within ten (10) days of recording.

(c) **Survival.** All representations, warranties, covenants, agreements, and indemnities contained herein shall survive the Closing and the execution and delivery of the Easement and Assignment Agreement.

(d) **Amendments, Etc.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No act or failure to act shall be deemed to constitute an amendment or modification or termination hereof. This Agreement may be executed in counterparts, each

of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission or an electronically signed copy of this Agreement shall in each case be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(e) Default. It shall be an “**Event of Default**” if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting Party shall have thirty (30) days to cure such default, but only if such default is of such a nature as is capable of being cured. If the required cure of the noticed default cannot reasonably be completed by the defaulting Party within such 30-day period, such Party’s failure to perform shall not constitute an Event of Default so long as such Party undertakes to cure the failure promptly and diligently and continuously pursues the cure thereof to completion. In the event that the defaulting Party fails to cure such default within the cure period, the non-defaulting Party shall be entitled to exercise any rights permitted by applicable law. The foregoing notwithstanding, all damages for which Grantor may be compensated shall be limited to the actual damages of Grantor and shall, in the aggregate, in no event exceed the Purchase Price.

(f) Specific Performance. The Parties understand and agree that the undertakings hereunder are unique and for that reason, among others, Grantee would be irreparably damaged in the event that any provision of this Agreement is not performed in accordance with the terms hereof. Accordingly, in the event of any breach or default in or of this Agreement, Grantee shall have, in addition and without prejudice to any right or remedy available at law or in equity, the right to demand and have specific performance of this Agreement.

(g) Governing Law; Waiver, Arbitration, Severability. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State or Commonwealth in which the Property is located or any other jurisdiction). EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (II) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (IV) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATION OF THIS SECTION. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof, shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If any term or provision of this Agreement is 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.

(h) Attorneys’ Fees. If any action is brought by either Party against the other in connection with or arising out of this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable fees and costs, whether through arbitration or a court of competent jurisdiction.

(i) Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. For the avoidance of doubt, the Exhibits attached hereto and referred to herein are hereby incorporated herein and made a part of this Agreement for all purposes as if fully set forth herein.

(j) Further Assurances. Following the Closing, Grantor agrees to execute such further instruments and to take such further actions, at Grantee's sole cost and expense, as may be reasonably necessary for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment of any mortgage, taxes or liens on the above described land or lands hereinafter discovered that are not specifically described herein, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

(k) Disclaimer of Reliance. Each Party acknowledges that, except as expressly set out in this Agreement, such Party has no expectation of, and hereby expressly waives and disclaims, disclosure by the other Party of any additional facts or circumstances that may have caused, supported or otherwise influenced such other Party to enter into this Agreement or to consummate the transactions contemplated hereunder, including, without limitation, the fact that the other Party may possess or have otherwise acquired or developed non-public or proprietary information that may affect the value of the Easements or the Existing Agreements presently or in the future. Each Party hereby expressly waives, releases and forever discharges the other Party from any and all claims, demands, proceedings, causes of action, orders, obligations, contracts, agreements and liabilities whatsoever, whether known or unknown, both at law and in equity, arising out of or in connection with any of the foregoing. Grantor and Grantee each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

GRANTOR:

THE CITY OF HASTINGS,
a Michigan municipal corporation

By: _____
Name: _____
Title: _____

GRANTEE:

AIO OPERATING 2, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[TO BE CONFIRMED UPON RECEIPT OF TITLE COMMITMENT/SURVEY]

LOTS 1-2 BLK 2, R.G. GRANTS ADD. (700 JEFFERSON ST.) W 1/2 LOTS 3-4 BLK 2 R.G.
GRANTS ADD (100 BLAIR ST.) PART OF THE SW 1/4 OF SECTION 8, T2N, R8W, VILLAGE OF
HASTINGS, BARRY COUNTY, MICHIGAN.

EXHIBIT B

FORM OF EASEMENT AND ASSIGNMENT AGREEMENT

****NOT FOR EXECUTION****

PREPARED BY)
AND WHEN RECORDED MAIL)
TO:)
)
AIO OPERATING 2, LLC)
7950 Legacy Dr., Suite 500)
Plano, Texas 75024)
)
)
)
)
)

Space above this line for Recorder's Use

EASEMENT AND ASSIGNMENT AGREEMENT

STATE OF: MICHIGAN
COUNTY OF: BARRY

Effective Date: _____, 2025

GRANTEE: AIO Operating 2, LLC

GRANTOR: The City of Hastings

Legal Description: Attached as Exhibit A

EASEMENT AND ASSIGNMENT AGREEMENT

This Easement and Assignment Agreement (this “**Agreement**”) dated as of the Effective Date on the cover page hereof, is by and between **THE CITY OF HASTINGS**, a Michigan municipal corporation f/k/a Village of Hastings (“**Grantor**”), whose address is 201 East State Street, Hastings, Michigan 49058 and **AIO OPERATING 2, LLC**, a Delaware limited liability company (“**Grantee**”), whose address is 7950 Legacy Dr., Suite 500, Plano, Texas 75024. All references hereafter to “Grantor” and “Grantee” shall include their respective heirs (if applicable), successors and assigns (Grantor and Grantee are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**”).

RECITALS

WHEREAS, Grantor owns certain real property located at 107-A West Blair Street, Hastings, Michigan 49058 and as more particularly described on Exhibit A attached hereto (the “**Property**”);

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement dated as of the Effective Date (as it may be amended, supplemented, or modified from time to time, the “**Purchase Agreement**”), Grantor intends to grant to Grantee an exclusive Primary Easement (as defined herein) in, to, under and over certain portions of the Property, as described in Exhibit B attached hereto (the “**Primary Easement Area**”), and a non-exclusive Access Easement (as defined herein) in, to, under and over certain portions of the Property, as described in Exhibit C attached hereto (the “**Access Easement Area**”); and

WHEREAS, also pursuant to the terms of the Purchase Agreement, Grantor intends to sell, assign, set over, convey and transfer all of Grantor’s right, title and interest in and to the agreement or agreements set forth on Exhibit D attached hereto (collectively, whether one or more, the “**Existing Agreements**”).

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree to the following:

1. **Recitals.** Grantor and Grantee acknowledge and agree that the above recitals are true and correct as of the date hereof and are hereby incorporated herein as though set forth in full.

2. **Grant of Easements.** In consideration of the one-time Purchase Price paid by Grantee to Grantor pursuant to the Purchase Agreement, which compensation is incorporated herein by reference, Grantor hereby grants, bargains, sells, transfers and conveys to Grantee and its successors and assigns the following:

(a) **Primary Easement.** An exclusive easement (the “**Primary Easement**”) in, to, under and over (including air rights) the Primary Easement Area for the purposes of: (i) telecommunications-related activities, as well as for the transmission and reception of any and all wireless communications signals related to the telecommunications business, the construction, maintenance, repair, replacement, improvement, operation, and removal of towers, antennas, buildings, fences, gates, generators and related facilities and improvements used in the telecommunications business (collectively, the “**Facilities**” or singularly, a “**Facility**”), (ii) leasing space to (A) the tenants or licensees under the Existing Agreements (the “**Existing Tenants**”) for the uses set forth therein or otherwise permitted hereunder, and (B) any future tenants or licensees with respect to the Primary Easement Area (the “**Future Tenants**”; collectively with the Existing Tenants, the “**Tenants**”) for the uses permitted hereunder, and (iii) all rights that are related or ancillary to, or that are otherwise reasonably necessary or beneficial in order to exercise, implement, or enjoy, any of the foregoing rights and/or activities; and

(b) Access and Utility Easement. A non-exclusive easement for ingress, egress, maintenance and utility service for and to the Primary Easement Area, which easement is more particularly described in Exhibit C attached hereto (the “**Access Easement**”), in, to, under and over the Access Easement Area.

The Primary Easement and the Access Easement are collectively referred to herein as the “**Easements**.” For the avoidance of doubt, the Primary Easement Area shall include the surface of the ground in the Easement Area and the exterior of any improvements owned by Grantor as of the date hereof and located in or on the Easements, provided, however, the ownership of such improvements shall not pass to Grantee but shall be retained by Grantor. Notwithstanding anything herein to the contrary, the Facilities shall remain the property of Grantee and/or the Tenants, as applicable, and Grantor shall possess no right, title, or interest therein. Grantee acknowledges that the primary purpose of Grantor’s improvements located within the Easement Area is to serve as a water storage and supply tower in connection with Grantor’s municipal water system. Notwithstanding anything to the contrary in this Agreement, subject to the rights of Tenants under the Existing Agreements, Grantee shall not permit any of the Facilities, or any activities in the Easement Areas performed or authorized by or on behalf of Grantee, to interfere with the normal operations of Grantor’s municipal water system (to the extent such interference is reasonably foreseeable and not reasonably necessary for the primary purpose of the Easements – i.e., telecommunications and wireless communications purposes). Grantee shall provide written notice to Grantor at least thirty days before Grantee or any Tenant commences work in the Easement Area that will include new or revised penetration of the exterior surface of the water tower, or penetration of any supporting infrastructure that is not already included in the Facilities.

Additionally, Grantor acknowledges and agrees that Grantee may survey the Primary Easement Area, at Grantee’s expense, and shall provide Grantor with a copy of such survey for Grantor’s review and approval, which approval shall not be unreasonably withheld, delayed or conditioned. Upon receipt of Grantor’s approval, Grantee may amend, append, revise or replace Exhibit B to include the approved survey of the Primary Easement Area in Exhibit B. Also, to the extent any Tenant under an Existing Agreement has the right to require the lessor thereunder to expand its leased premises or grant additional easements or rights to such Tenant, Grantee shall have the right to expand the Easements hereunder as needed to include such expanded leased premises or additional easements or rights (and the parties hereto shall, upon request from Grantee, enter into an amendment to this Agreement evidencing the same, which Grantee shall be entitled to record).

To the extent any portion of the Primary Easement Area constitutes personal property, Grantor hereby grants and conveys to Grantee an irrevocable license with respect to such portion of the Primary Easement Area, which license shall be on and subject to the same terms as the Primary Easement and which shall be considered part of the Primary Easement and Primary Easement Area for all purposes hereunder.

3. **Assignment of Existing Agreements; Future Agreements.**

(a) Assignment of Existing Agreements. Grantor hereby sells, assigns, transfers, conveys and delivers to Grantee all of Grantor’s right, title and interest in and to the Existing Agreements (including without limitation, the right to control, manage, and receive all revenue, rents, security deposits and other credit support, and other monies due Grantor specified therein, and the benefit of all indemnification obligations thereunder in favor of Grantor), and Grantee shall assume all of Grantor’s obligations under the Existing Agreements arising from and after the Effective Date, subject to the terms of Section 3(b) below.

(b) Retained Obligations. Notwithstanding anything herein to the contrary, Grantor shall retain and continue to faithfully perform and discharge any and all of the obligations of lessor or licensor under the Existing Agreements relating to the ownership, operation and use of the Property, including, without limitation, obligations related to maintenance, taxes, insurance, interference, and access (the “**Retained**

Obligations”), and Grantee shall have the right to enforce the same against Grantor as direct covenants hereunder. To the extent any Existing Agreement expressly requires Grantee to assume any or all of the Retained Obligations as a successor lessor or licensor, Grantor and Grantee shall be jointly and severally liable for the faithful performance and discharge of the Retained Obligations, and Grantor shall reimburse Grantee for any losses, expenses, or liabilities incurred in connection therewith. Grantor shall retain the right to enter the Primary Easement Area as reasonably necessary to comply with its Retained Obligations. Additionally, if any Tenant pays to Grantor any separate fees specifically for the purpose of utility service or taxes, such fees shall continue to be paid by such Tenant to Grantor, although Grantee may collect and distribute the same to Grantor.

(c) **Future Agreements.** Subject to the limitations contained herein, it is the express intent of the Parties that Grantee shall have the right to enter into (i) amendments, modifications, renewals, and extensions of the Existing Agreements with the Tenants thereunder (each, an “**Existing Agreement Modification**”), and (ii) new leases, licenses, and other agreements of occupancy or use with Future Tenants (each, a “**Future Agreement**”). Upon the expiration of the Term or any earlier termination hereof, Grantee’s interest in any Existing Agreements and Future Agreements that have not expired shall be assigned to and assumed by Grantor for the remainder of the term thereof, and the Property and Grantor will be bound by such agreements. Grantor acknowledges that all such agreements entered into by Grantee shall survive the termination of this Agreement for any reason.

4. **Term.** Commencing on the Effective Date, the term of this Agreement and the Easements shall be fifty (50) years (the “**Term**”); provided, the Term shall automatically be extended to account for any post-termination decommissioning or removal periods set forth in the Existing Agreements as of the Effective Date. Notwithstanding the foregoing, in the event Grantee and all of the Tenants voluntarily cease to use the Easements for a period of more than five (5) years (the parties acknowledging that casualty, condemnation or Act of God is not voluntary), the Easements shall be deemed surrendered. Grantee may surrender the Easements for any reason or at any time by giving thirty (30) days’ notice to Grantor. Upon the expiration of the Term (if applicable) or any earlier surrender of the Easements, this Agreement shall be terminated, and Grantee and Grantor shall execute and record such documents reasonably required to terminate the Easements (including an assignment of Grantee’s interest in any Existing Agreements or Future Agreements then in effect with respect to the Property, and an assumption thereof by Grantor for the remainder of the term thereof, which Grantor hereby approves). Grantor shall be responsible for any transfer tax payable in connection with the expiration or any earlier termination of the Easements. This Agreement may not be terminated by Grantor, and Grantor shall be limited to its other rights expressly set forth herein.

5. **Covenants of Grantor.** Grantor covenants and agrees that (A) Grantor shall not allow or permit a breach or default to occur under the Existing Agreements, and Grantor shall comply with all applicable laws, regulations and codes which may affect the Property; (B) Grantor shall not settle or compromise any insurance claim or condemnation award relating to the Easements without Grantee’s prior written approval, which shall not be unreasonably withheld (acknowledging that Grantee’s interest in the Easements may be the basis for part of such claim or award or a separate claim or award), and in the event of any condemnation of the Property, in whole or in part, Grantee shall be entitled to file any claims with or against the condemning authority for, and to receive, the value of the portion of the Property so taken upon which the Easements are located, business dislocation expenses, and any other award or compensation to which Grantee may be legally entitled or that Grantee is required to pay to Tenants (and Grantor hereby assigns to Grantee any such claims and agrees that any claims made by Grantor will not reduce the claims made by Grantee); (C) Grantor shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property, either directly, indirectly or by action or inaction, in a manner which in any way could result in a default of the Existing Agreements (or any Future Agreements substantially similar thereto) or otherwise interfere with the operations of Grantee; (D) if Grantor receives a notice of default or breach of its obligations to any lender with a superior interest in the Property and/or any rights relating to the Property

to those of Grantee, Grantor shall cure the default within the earlier of (i) 30 days, or (ii) the cure period under the terms of any applicable loan document between Grantor and such lender or in favor of such lender; (E) Grantor shall not, without the prior written consent of Grantee, amend or modify the Existing Agreements in any respect or exercise any rights granted by Grantor to Grantee under this Agreement, including, without limitation, any and all rights and remedies of Grantor under the Existing Agreements; (F) Grantor shall not enter into any agreement with any other party waiving, releasing or encumbering the Existing Agreements or the right to collect rents thereunder; (G) Grantor and its affiliates shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to or the right to use or occupy any portion of the Property to any person or entity directly engaged in the business of owning, acquiring, operating, managing, investing in or leasing services or infrastructure in the telecommunications or wireless communications industry, in each case without the prior written consent of Grantee; (H) Grantor shall use commercially reasonable efforts to ensure that any utilities serving the Primary Easement Area and the Access Easement Area continue to be supplied to the Primary Easement Area and the Access Easement Area in sufficient capacities; (I) Grantor shall pay all taxes and assessments against the Property before delinquency, including, without limitation, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes, and all other fees and assessments, regardless of the taxing method, except to the extent the obligation to pay such taxes or assessments is the responsibility of the Tenants (Grantor acknowledging that a portion of the consideration paid for this Agreement was in exchange for the continuing obligation to pay such taxes and assessments); (J) Grantor shall reasonably cooperate with the installation of future Facilities within the Primary Easement Area and the Access Easement Area; (K) to the extent access to the Primary Easement Area is restricted in any way (e.g., by locked door, gate or other barrier), Grantor shall provide Grantee and the Tenants reasonable means of entry at all times (e.g., by key, code, or keycard); (L) Grantor shall insure (with commercially reasonable insurance, which shall at least be equal to what is currently required under the Existing Agreements) and maintain the Primary Easement Area, the Access Easement Area, and the structural portions of the Property (including any improvements or structures within or on the Primary Easement Area), including any vegetation thereon, in good working condition so as not to interfere with or diminish the rights granted to Grantee hereunder (except to the extent such maintenance is the responsibility of the Tenants); (M) Grantor shall not enter into any agreement or instrument that would encumber the Property or bind Grantee or the Property or take any action that would, in either case, interfere with Grantee's or the Tenant's exercise of their respective rights under this Agreement or use of the Property pursuant hereto; and (N) Grantor shall promptly (i) inform Grantee in writing of any breaches, defaults, disagreements, disputes, threatened litigation, or pending litigation between Grantor and any other person relating to the Property that could have an adverse effect on the Easements or Grantee's or the Tenants' use thereof, (ii) provide Grantee copies of any notices, correspondence or other written or digital communication received by Grantor in connection with any such breach, default, disagreement, dispute, threatened litigation, or pending litigation, and (iii) cooperate with Grantee to vigorously defend against any such breach, default, disagreement, dispute, threatened litigation, or pending litigation.

6. **Successors and Assigns; Covenants Running with the Land.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and the respective successors and assigns of the Parties to this Agreement. The Parties agree (A) that the Easements and the other terms and provisions of this Agreement "touch and concern the land" with respect to the Property, (B) that the grant of the Easements satisfies privity as may be required by applicable law, and (C) that the Easements and the other terms and provisions of this Agreement shall constitute "covenants running with the land" and "equitable servitudes" with respect to the Property. Without limiting the foregoing, the Parties acknowledge and agree that title to the Property is encumbered by and is expressly subject to all rights, titles, interests, liabilities and obligations under this Agreement (including without limitation, with respect to the Easements). Grantee has the unrestricted right to assign, transfer, or convey (whether in whole or in part), and to mortgage or grant a security interest in, all of Grantee's interest in and to this Agreement, the Easements, the Existing Agreements, and any future agreements. Upon any such assignment, provided that any assignee or

transferee of Grantee assumes in writing all of the obligations of Grantee under this Agreement accruing from and after the effective date of such assignment, Grantee shall be released from and relieved of any all obligations under this Agreement accruing from and after the effective date of such assignment. Additionally, without notice to or consent from Grantor, Grantee may, without limiting the foregoing, assign this Agreement, the Easements, the Existing Agreements, and any future agreements to assignees, mortgagees, or holders of security interests, including their successors and assigns (each, a “**Secured Party**” or, collectively, the “**Secured Parties**”). Grantor agrees to notify Grantee and the Secured Parties (provided Grantee or such Secured Parties have given Grantor notice and contact information of Secured Parties) simultaneously of any default by Grantee hereunder and give Secured Parties the same right to cure any default. If a termination, disaffirmation, or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Grantor will notify the Secured Parties promptly and Grantor shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Grantee’s interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Grantee accruing prior to the date that such Secured Party succeeds to such interest. Grantor will enter into modifications of this Agreement reasonably requested by any Secured Party. Grantor hereby irrevocably and forever waives, releases, and relinquishes any contractual, constitutional, or statutory liens or any other such liens Grantor has or may have on (i) the Facilities or any other fixture or appurtenance or other property of any Tenant under the Existing Agreements or any future agreement, or of Grantee, situated or located on the Property, and/or (ii) the estates and interests of the Tenants under the Existing Agreements or any future agreement and/or of Grantee under this Agreement, and while the foregoing waiver shall expressly be deemed to be self-operative without the need of any further action on the part of any party, Grantor shall execute such further written evidence of such waiver as requested by any such person, from time to time.

7. **Non-Disturbance.** Grantor will not improve or alter the Property or grant, convey, transfer or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Property if the same would interfere with, disturb, limit, or impair Grantee’s or any Tenant’s permitted use of the Easements, it being acknowledged by Grantor that the Easements are used by the Tenants for the purposes set forth herein.

Grantor and Grantee recognize and acknowledge that use of the Easements set forth in this Agreement by Grantee or any Tenant would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Primary Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section. Grantee shall each have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section. The foregoing notwithstanding, in the event any Existing Agreement or Future Agreement contains a provision permitting the landlord to relocate a Tenant’s Facilities and equipment, Grantor may exercise that right in accordance with the terms and conditions of such Existing Agreement or Future Agreement; provided, however, (i) that the Tenant’s permitted use under such Existing Agreement or Future Agreement is not materially interfered with as a result of the relocation or that the Tenant is allowed to place a temporary communications facility (e.g., “cell on wheels, COW”) on the Property in order that its operations from the Property may continue uninterrupted, and (ii) the parties hereto shall, at Grantee’s request, enter into an amendment to this Agreement to temporarily or permanently relocate or modify the Primary Easement Area, as necessary, such that such Tenant’s Facilities and such Tenant’s use of the Property are within the scope of the Primary Easement Area.

8. **Grantor Environmental Representation.** Grantor represents that it has not released to the environment, nor otherwise has any knowledge of, the presence of any substance, chemical or waste on the

Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively “**Hazardous Substance**”) at, on, under, or otherwise burdening the Property in a manner that requires corrective action under applicable environmental laws. Grantor shall not introduce or use (or permit the use of) any Hazardous Substance on the Property in violation of any applicable federal, state or local environmental laws. Grantor shall be responsible for (and shall promptly conduct any investigation and remediation as required by any applicable environmental laws) all spills or other releases of any Hazardous Substance not caused solely by Grantee that have occurred or which may occur with respect to the Property.

9. **Grantee Environmental Representations.** Grantee shall not introduce or use any Hazardous Substance on the Property or the Easements in violation of any applicable federal, state or local environmental laws. Notwithstanding the foregoing, and without limiting the foregoing, Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date. Liability of Grantee for any claims with respect to any Hazardous Substances at the Property or the Easements shall be limited to contamination solely caused by a release of a Hazardous Substance by Grantee after the Effective Date, and in violation of any applicable federal, state or local environmental laws and that requires corrective action thereunder.

10. **Environmental Indemnification.** To the extent not inconsistent with State law, each Party agrees to indemnify, defend, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to damages, costs, expenses, assessments, penalties, fines, investigatory, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys’ fees that the indemnified Party may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property caused by the other Party. This indemnification shall also apply to the migration of any Hazardous Substance to other properties, and the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor’s activities on the Property. Grantor agrees to indemnify, defend, and hold Grantee harmless from claims resulting from actions on the Property not caused by Grantee or the Tenants prior to and during the Term. This indemnification shall survive the termination or expiration of this Agreement.

11. **General Indemnification.** To the extent not inconsistent with State law, Grantor and Grantee shall each indemnify, defend, and hold harmless the other (and its owners, partners, members, managers, principals, directors, officers, agents, affiliates, representatives, and lenders) against any and all claims, damages, costs and expenses (including attorney fees) caused by or arising out of (i) the breach of any representation, warranty, or covenant of such indemnifying party set forth herein, or (ii) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying Party or the employees, agents, or contractors of the indemnifying Party. For the avoidance of doubt, Grantee shall not be responsible for, and shall not owe any indemnity obligations with respect to, any matters caused by Tenants or that relate to or arise from any Tenant’s activities on the Property. This indemnification shall survive the termination or expiration of this Agreement.

12. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or five (5) business days after posting by registered or certified mail, return receipt requested, to the addresses of Grantor and Grantee set forth above in this Agreement. Either Party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

13. **Estoppel Certificate.** At any time, each Party, upon request of the other Party (or in the case of Grantor, upon request of a Secured Party or a potential purchaser or assignee of Grantee), shall deliver to

the other Party (and/or to such Secured Party and/or such potential purchaser or assignee as the case may be) a written statement of such Party, executed by an authorized representative of such responding Party, certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding Party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (in each case, the “**Estoppel Certificate**”). In the event the responding Party fails either to deliver an executed Estoppel Certificate to the requesting Party, or to dispute the Estoppel Certificate by delivery to the requesting Party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding Party, in either case, within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the responding Party, and all of the intended recipients thereof may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding Party as to the matters set forth therein.

14. **Miscellaneous.**

(a) **Amendments, Etc.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No act or failure to act shall be deemed to constitute an amendment or modification or termination hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

(b) **Default.** It shall be an “**Event of Default**” if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting Party shall have thirty (30) days to cure such default, but only if such default is of such a nature as is capable of being cured. If the required cure of the noticed default cannot reasonably be completed by the defaulting Party within such 30-day period, such Party’s failure to perform shall not constitute an Event of Default so long as such Party undertakes to cure the failure promptly and diligently and continuously pursues the cure thereof to completion. Notwithstanding the foregoing, with respect to any Retained Obligations, if the applicable Existing Agreement provides for a shorter cure period, such shorter cure period shall apply. In the event that the defaulting Party fails to cure such default within the cure period, the non-defaulting Party shall be entitled to exercise any rights permitted by applicable law (provided, Grantor shall have no right to terminate this Agreement). The foregoing notwithstanding, all damages for which Grantor may be compensated shall be limited to the actual damages of Grantor and shall, in the aggregate, in no event exceed the amount of consideration paid by Grantee for this Agreement.

(c) **Specific Performance; Self-Help.** The Parties understand and agree that the Easements and the obligations of Grantor under this Agreement are unique and for that reason, among others, Grantee would be irreparably damaged in the event that any provision of this Agreement is not performed in accordance with the terms hereof. Accordingly, in the event of any breach or default in or of this Agreement, Grantee shall have, in addition and without prejudice to any right or remedy available at law or in equity, the right to demand and have specific performance of this Agreement. Additionally, if any failure by Grantor hereunder would be reasonably likely to result in injury to persons or property, a default under any Existing Agreement or Future Agreement (beyond notice and cure periods), or a lien on the Property or the Easements, Grantee shall have the right to cure such failure on Grantor’s behalf, in which case Grantor shall reimburse Grantee’s actual costs incurred in connection therewith, along with interest accruing at 10% per annum from and after the date incurred, within ten (10) days after written demand therefor (and if

Grantor fails to so reimburse Grantee within such period, Grantee shall have the right, along with all other rights and remedies at law or in equity, to lien Grantor's interest in the Property to enforce such reimbursement).

(d) Governing Law; Waiver, Arbitration, Severability. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State or Commonwealth in which the Property is located or any other jurisdiction). EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (II) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (IV) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATION OF THIS SECTION. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof, shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If any term or provision of this Agreement is 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.

(e) Attorneys' Fees. If any action is brought by either Party against the other in connection with or arising out of this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable fees and costs, whether through arbitration or a court of competent jurisdiction.

(f) Entire Agreement. This Agreement and the Purchase Agreement (to the extent reference herein) constitute the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. For the avoidance of doubt, the Exhibits attached hereto and referred to herein are hereby incorporated herein and made a part of this Agreement for all purposes as if fully set forth herein.

(g) Further Assurances. Grantor agrees to execute such further instruments and to take such further actions as may be reasonably necessary for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment of any mortgage, taxes or liens on the above described land or lands hereinafter discovered that are not specifically described herein, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

(h) Arms-Length Transaction. Grantor acknowledges that this is an arms-length transaction entered into by Grantor as a result of their own free act and will and Grantee and/or anyone acting on their behalf made no representation of value or exerted any duress or coercion.

(i) Perpetuities. The parties hereto do not intend any interest, right, or option created by this Agreement to be a perpetuity or to be subject to invalidation under the perpetuities rule, however, notwithstanding the foregoing, if the rule is to be applied to any such interest, right, or option, then the same

shall vest on the soonest occurrence of (i) the date that is twenty-one years (less ten days) after the date of death of the last to die of all of the present members of the United States House of Representatives, as of the date hereof, and all of their presently existing lineal descendants, or (ii) the date of the expiration of the Term (if applicable).

[REMAINDER INTENTIONALLY LEFT BLANK]

(SIGNATURES APPEAR ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

THE CITY OF HASTINGS,
a Michigan municipal corporation

By: _____
Name: _____
Title: _____

[NOTE- Adjust Signature requirements above (some states require witnesses) and modify Notary Blocks below to match State Requirements]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me, the undersigned authority, on the ____ day of _____ 2025 by _____, a _____ of The City of Hastings, a Michigan municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to within the instrument and acknowledged to me that such person executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

(SEAL)

Notary Public in and for said County and State

My commission Expires:

Printed Name of Notary:

GRANTEE:

AIO OPERATING 2, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.

COUNTY OF _____)

This instrument was acknowledged before me, the undersigned authority, on the _____ day of _____ 2025 by _____, a _____ of AIO OPERATING 2, LLC, a Delaware limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public in and for said County and State

My commission Expires:

Printed Name of Notary:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[TO BE CONFIRMED UPON RECEIPT OF TITLE COMMITMENT/SURVEY]

LOTS 1-2 BLK 2, R.G. GRANTS ADD. (700 JEFFERSON ST.) W 1/2 LOTS 3-4 BLK 2 R.G.
GRANTS ADD (100 BLAIR ST.) PART OF THE SW 1/4 OF SECTION 8, T2N, R8W, VILLAGE OF
HASTINGS, BARRY COUNTY, MICHIGAN.

EXHIBIT B

PRIMARY EASEMENT AREA DESCRIPTION

That portion of the Property, as described on Exhibit A, on which any Existing Tenant's Facilities exist on the date of this Agreement pursuant to the Existing Agreements, together with:

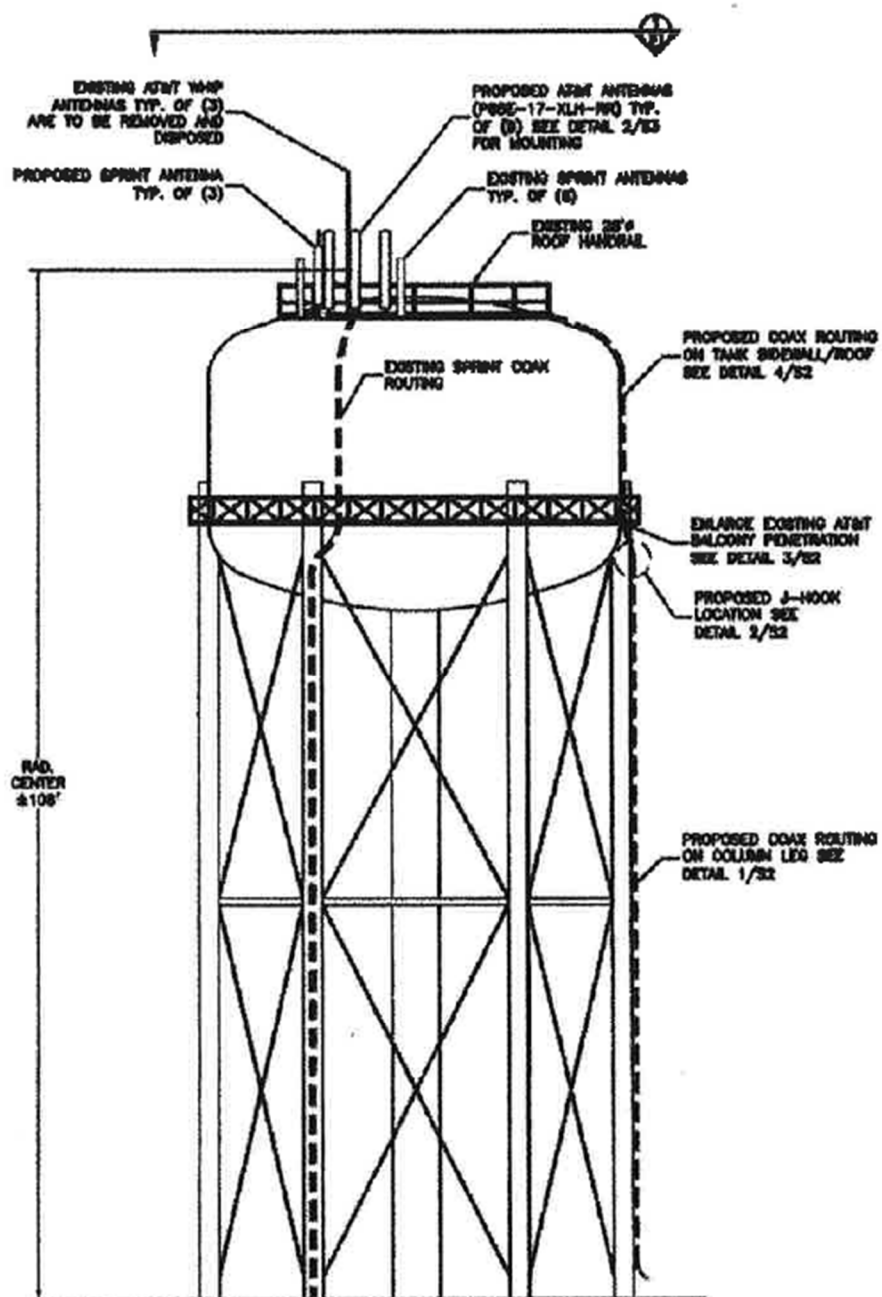
(i) the portion of the Property leased or licensed by Grantor or to which Grantor has granted easement rights under the Existing Agreements; and

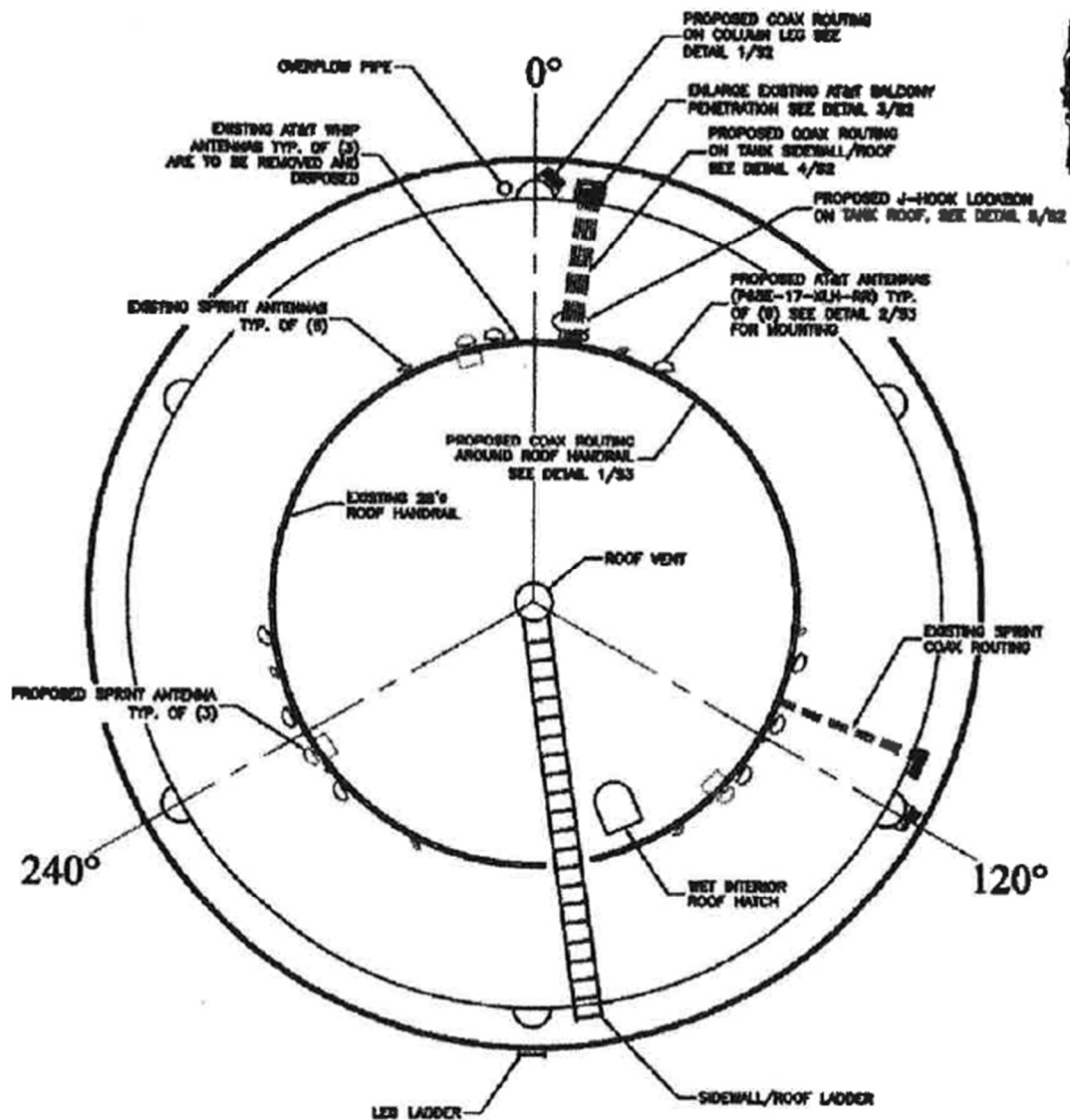
(ii) the areas shown on the diagrams attached as Exhibit B-1 as occupied (or to be occupied) by the Existing Tenants or their telecommunications equipment, including (A) antennas, coax routing on tank sidewall (including on the roof, roof handrail, and column leg), coax penetration on balcony and other improvements, and (B) the equipment shelter located on the on the Property.

(iii) the following areas:

ALL THAT PART OF LOTS 1 & 2, BLOCK 2, & THE WEST ½ OF LOTS 3 & 4, BLOCK 2 OF R.J. GRANTS ADDITION, SECTION 8, TOWN 3 NORTH, RANGE 8 WEST, AS RECORDED IN BARRY COUNTY RECORDS, VILLAGE OF HASTINGS, BARRY COUNTY, MICHIGAN, DESCRIBED AS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 00°04'13" EAST 199.71 FEET ALONG THE WEST LINE OF SAID LOTS; THENCE SOUTH 89°55'47" EAST 63.30 FEET **TO THE PLACE OF BEGINNING OF THIS DESCRIPTION;** THENCE NORTH 29°01'06" EAST 12.00 FEET; THENCE SOUTH 60°58'54" EAST 15.00 FEET; THENCE SOUTH 29°01'06" WEST 12.00 FEET; THENCE NORTH 60°58'54" WEST 15.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT B-1





1 PLAN VIEW

EXHIBIT C

ACCESS EASEMENT

Utilities and Telecommunications. Grantee is herein granted a non-exclusive easement in, to, under, over, and across the Property, as described in Exhibit A hereto, for utility access to the Primary Easement Area, including, if applicable, through all shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other appropriate space, in each case to the extent reasonably necessary to install, operate and maintain current and future Facilities, including the right to install, operate and maintain wiring and cabling and separate utility meters and submeters.

Additionally, Grantee is herein granted a non-exclusive easement and right to use (i) any existing utilities, cabling or wiring at the Property and to install additional utilities, cabling and wiring at the Property, in each case to the extent such rights are granted under the Existing Agreements, and (ii) any existing or future utility easements benefitting the Property.

Access. Grantee is herein granted a non-exclusive easement for ingress and egress to and from the Primary Easement Area over and across the Property (and, as reasonably necessary, through any building), including providing access to a publicly dedicated roadway, along with the right to use such access easement as necessary for the development, repair, maintenance and removal of Facilities as permitted pursuant to the terms hereof and for any other activities and use on the Property permitted under this Agreement.

Additionally, Grantee is herein granted a non-exclusive easement and right (i) for ingress and egress over and across the Property to the extent such rights are granted under the Existing Agreements and (ii) to use any existing or future access easements benefitting the Property.

Further, the Access Easement shall include the right for temporary parking from time to time and for temporary staging of vehicles, equipment, supplies and individuals for the construction, modification, operation, maintenance, repairing, replacing or removal of the Facilities.

Together with: Access and utility easements (for the purposes set forth above) in, to, under, over and across the following areas:

LEGAL DESCRIPTION

INGRESS/EGRESS EASEMENT

A 15.00 FOOT WIDE EASEMENT IN THAT PART OF LOTS 1 & 2, BLOCK 2, & THE WST 1/2 OF LOTS 3 & 4, BLOCK 2 OF R.J. GRANTS ADDITION, SECTION 8, TOWN 3 NORTH, RANGE 8 WEST, AS RECORDED IN BARRY COUNTY RECORDS, VILLAGE OF HASTINGS, BARRY COUNTY, MICHIGAN, THE CENTERLINE OF WHICH IS DESCRIBED AS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 00°04'13" EAST 199.71 FEET ALONG THE WEST LINE OF SAID LOTS; THENCE SOUTH 89°55'47" EAST 63.30 FEET; THENCE NORTH 29°01'06" EAST 6.00 FEET TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE NORTH 60°58' 54" WEST 18.69 FEET; THENCE SOUTH 59°40'13" WEST 34.58 FEET; THENCE SOUTH 00°49'04" WEST 44.34 FEET; THENCE SOUTH 25°20'04" EAST 44.30 FEET; THENCE SOUTH 04°03'49" EAST 46.28 FEET; THENCE SOUTH 14°50'27" WEST 68.26 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF BLAIR STREET FOR THE PLACE OF ENDING OF THIS CENTERLINE DESCRIPTION

LEGAL DESCRIPTION

EXISTING UTILITY EASEMENT

A 15.00 FOOT WIDE EASEMENT IN THAT PART OF LOTS 1 & 2, BLOCK 2 & THE WEST 1/2 OF LOTS 3 & 4, BLOCK 2 OF R.J. GRANTS ADDITION, SECTION 8, TOWN 3 NORTH, RANGE 8 WEST, AS RECORDED IN BARRY COUNTY RECORDS, VILLAGE OF HASTINGS, BARRY COUNTY, MICHIGAN, THE CENTERLINE OF WHICH IS DESCRIBED AS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 00°04'13" EAST 239.03 FEET ALONG THE WEST LINE OF SAID LOTS; THENCE SOUTH 89°55'47" EAST 22.38 FEET TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE SOUTH 60°58'54" EAST 66.48 FEET; THENCE SOUTH 23°13'45" EAST 32.88 FEET TO THE PLACE OF ENDING OF THIS CENTERLINE DESCRIPTION.

LEGAL DESCRIPTION

PROPOSED UTILITY EASEMENT

AN EIGHT (8) FOOT WIDE EASEMENT OF INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF LOT 1 OF BLOCK2 OF VILLAGE OF HASTINGS ADDITION BY RJ GRANT PLAT, AS RECORDED IN BARRY COUNTY RECORDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWN 3 NORTH, RANGE 8WEST, CITY OF HASTINGS, BARRY COUNTY, MICHIGAN HAVING A CENTERLINE DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 2 OF SAID PLAT THENCE NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 66.00 FEET; THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE OF LOTS 3 AND 4 A DISTANCE OF 132.00 FEET; THENCE NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF LOT 2 A DISTANCE OF 22.58 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 75.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14°55'33" EAST A DISTANCE OF 19.95 FEET; THENCE NORTH 00°29'32" WEST A DISTANCE OF 36.94 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF WEST COLFAX STREET AND THE POINT OF ENDING.

EXHIBIT D

EXISTING AGREEMENTS

[MOLs and other recorded lease documents to be added prior to execution]

- That certain Communications License Agreement dated May 25, 2000, by and between Grantor, as Licensor, and New Cingular Wireless PCS, LLC, as successor in interest to Michiana Metronet, Inc., as Licensee, as amended by that certain First Amendment to Communications License Agreement, dated March 28, 2013, as amended by that certain Second Amendment Agreement to Communications License Agreement, dated April 18, 2014, as amended by that certain Third Amendment to Communications License Agreement dated April 3, 2015, for lease of certain space located at the Property, as further described therein.



Regular Council Agenda Item Memorandum

To: City Council

From: Chief Jordan

Subject: Purchase Request for Fire Department Bathroom Remodel

Meeting Date: August 25th, 2025

Recommended Action:

Motion to approve All Call Restoration to remodel the fire department bathrooms for \$24,432.57, with a \$5,000 contingency, for a total approved amount of **\$29,432.57**.

Background Information:

The two bathrooms at the fire station still feature a 1960s layout and design, with floors that are cracked, dirty, unhygienic, dingy, and very outdated. Neither bathroom meets ADA requirements. The shower room or decontamination room is unusable and does not meet NFPA decontamination requirements. This limited project will bring the bathroom to a usable state while limiting the amount of money used to renovate the bathroom in this old building.

An RFP and sealed bid process was used to select the contractor to complete this project. All Call Restoration, a locally based company in Lake Odessa, has worked with the department in the past.

Financial Implications:

This is an approved budgeted CIP F10 for the 2025-2026 fiscal year. The budgeted amount for this project is \$35,000; the total project cost will be \$29,432.57 which is \$5,567.43 under budget.

Attachments:

- Pictures of the existing bathrooms
- Quote/Scope of work
- Purchase order # 78989



Regular Council Agenda Item Memorandum



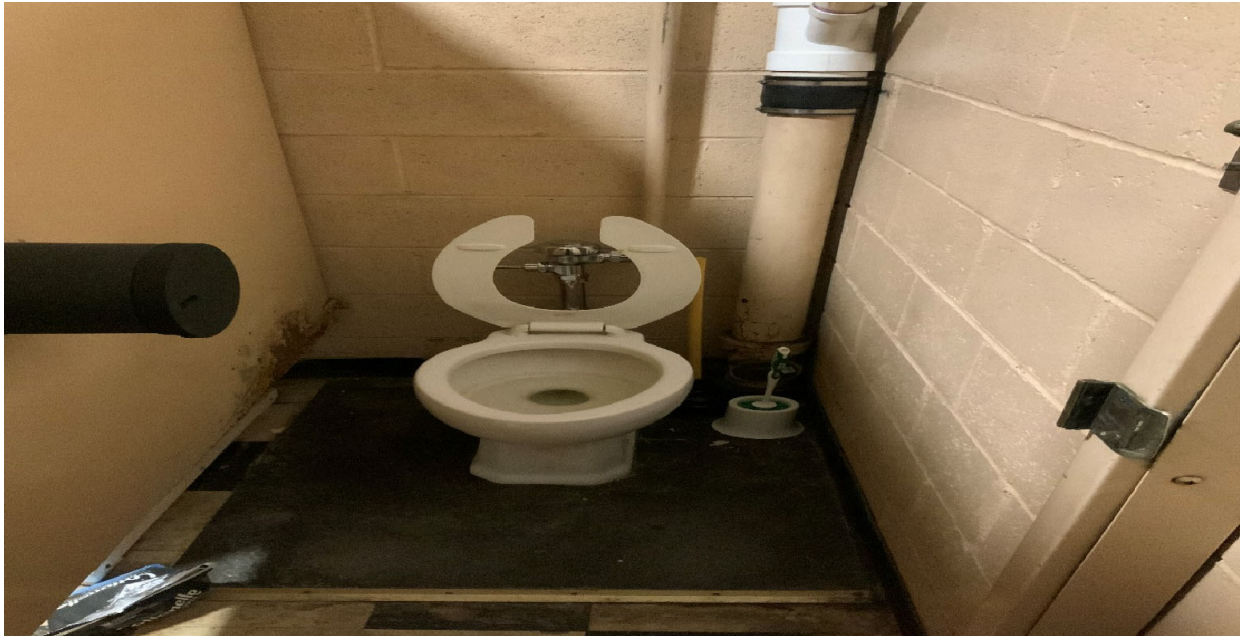


Regular Council Agenda Item Memorandum





Regular Council Agenda Item Memorandum





All Call Restoration

All Call Restoration
3710 West Tupper Lake Rd
Lake Odessa, MI.
844-462-2557

Client: Hastings Fire Dept
Property: 110 E Mill St
Hastings, MI 49058

Operator: JBAKER

Estimator: Joe Baker

Type of Estimate:

Date Entered: 1/3/2025

Date Assigned:

Price List: MIBC8X_JAN25

Labor Efficiency: Restoration/Service/Remodel

Estimate: HASTINGS_FD_25REMOD

"Your Beacon of Hope, When Disaster Strikes"



All Call Restoration

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3710 West Tupper Lake Rd
Lake Odessa, MI.
844-462-2557

HASTINGS_FD_25REMOD

Main Level

Main Level

DESCRIPTION	QTY
1. Permit	1.00 EA
2. Contingency	1.00 EA
\$5,000 contingency	
3. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA
4. Final cleaning - construction - Commercial	290.00 SF

Bath1

Height: 10'

DESCRIPTION	QTY
5. Remove Toilet partition (plastic laminate or baked enamel steel)	1.00 EA
6. Remove Vinyl tile - self adhesive	60.00 SF
7. Demolition Laborer - per hour	6.00 HR
Scrape/prep for new flooring	
8. Paint the walls - two coats	320.00 SF
9. Painter - per hour	4.00 HR
Prep for paint	
10. Detach & Reset Toilet	1.00 EA
11. Vinyl plank flooring	60.00 SF
12. Add for glued down vinyl plank application over concrete	60.00 SF
13. Cove base molding - rubber or vinyl, 4" high	32.00 LF
14. Lockset - passage - Medium duty - Commercial grade	1.00 EA
15. R&R Mirror - 1/4" plate glass	6.00 SF
16. Toilet paper dispenser - Detach & reset	1.00 EA
17. Soap/hand sanitizer dispenser - Detach & reset	1.00 EA
18. Install Paper towel dispenser with waste receptacle	1.00 EA
19. Remove Paper towel dispenser with waste receptacle	1.00 EA

Bath2

Height: 10'

Subroom: Room3 (1)

Height: 10'

DESCRIPTION	QTY
20. Remove Urinal partition (plastic laminate or baked enamel steel)	1.00 EA
21. Remove Toilet partition (plastic laminate or baked enamel steel)	1.00 EA
22. Remove Vinyl tile - self adhesive	130.00 SF
23. Demolition Laborer - per hour	16.00 HR



All Call Restoration

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3710 West Tupper Lake Rd
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CONTINUED - Bath2

DESCRIPTION	QTY
Scrape/prep floor for new flooring	
24. Paint the walls - two coats	566.67 SF
25. Painter - per hour	6.00 HR
Prep for paint	
26. Concrete saw cutting	1.00 EA
27. Vinyl plank flooring	130.00 SF
28. Add for glued down vinyl plank application over concrete	130.00 SF
29. R&R Toilet	1.00 EA
30. Remove Paper towel dispenser with waste receptacle	1.00 EA
31. Install Paper towel dispenser with waste receptacle	1.00 EA
32. R&R Mirror - 1/4" plate glass	6.00 SF
33. Soap/hand sanitizer dispenser - Detach & reset	1.00 EA
34. Toilet paper dispenser - Detach & reset	1.00 EA
35. R&R Cove base molding - rubber or vinyl, 4" high	55.00 LF
36. Lockset - passage - Medium duty - Commercial grade	1.00 EA
37. R&R Light fixture - High grade	1.00 EA
38. Painter - per hour	8.00 HR
Prep and repaint existing large storage cabinet	

Bath3

Height: 10'

DESCRIPTION	QTY
39. Remove Toilet partition (plastic laminate or baked enamel steel)	1.00 EA
40. R&R Fiberglass shower unit	1.00 EA
41. Shower faucet	1.00 EA
42. Plumbing (Bid item)	1.00 EA
43. Shower door	1.00 EA
44. Remove Tile - vinyl composition	100.00 SF
45. Demolition Laborer - per hour	8.00 HR
Scrape/prep floor for new flooring	
46. Vinyl plank flooring	100.00 SF
47. Add for glued down vinyl plank application over concrete	100.00 SF
48. Paint the walls - two coats	400.00 SF
49. Seal/prime (1 coat) then paint (2 coats) the surface area	192.00 SF
50. Painter - per hour	8.00 HR
Prep for paint	
51. Interior door - solid core - pre-hung unit	1.00 EA
52. Finish Carpenter - per hour	4.00 HR
53. Door knob - interior	1.00 EA
54. Paint door slab only - 2 coats (per side)	2.00 EA
55. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA



All Call Restoration

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CONTINUED - Bath3

DESCRIPTION	QTY
56. R&R Toilet	1.00 EA
57. R&R Cove base molding - rubber or vinyl, 4" high	64.00 LF
58. Remove Paper towel dispenser with waste receptacle	1.00 EA
59. Install Paper towel dispenser with waste receptacle	1.00 EA
60. Toilet paper dispenser - Detach & reset	1.00 EA
61. R&R Mirror - 1/4" plate glass	6.00 SF
62. Stud wall - 2" x 4" x 8' - 16" oc	12.00 LF
63. Wall support for new stud wall	1.00 EA
64. 1/2" water rock - hung, taped, floated, ready for paint	192.00 SF

Labor Minimums Applied

DESCRIPTION	QTY
65. Framing labor minimum	1.00 EA
66. Drywall labor minimum	1.00 EA
67. Electrical labor minimum	1.00 EA

Grand Total \$24,432.57

Joe Baker

Grand Total Areas:

1,286.67 SF Walls	290.00 SF Ceiling	1,576.67 SF Walls and Ceiling
290.00 SF Floor	32.22 SY Flooring	127.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	132.00 LF Ceil. Perimeter
290.00 Floor Area	333.89 Total Area	1,286.67 Interior Wall Area
1,437.33 Exterior Wall Area	130.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

Scaled Bid Opening Results

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

Bid Name: _____

Opening Date & Time: _____

Vender Bids:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Present at
Opening: _____

Bid Granted to: _____

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

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



Regular Council Agenda Item Memorandum

To: Mayor Tossava & City Council

CC: Sarah Moyer-Cale, City Manager

From: Robert Neil, Street Superintendent

Meeting Date: August 25, 2025

Subject: Replacement of #130 Dump Truck

Recommended Action:

Motion to approve the purchase of a 2026 HV507 single axle cab and chassis from West Michigan International for **\$114,357.74**; and to approve Truck and Trailer Specialties to upfit this truck for **\$107,235**.

Background information:

This truck is a 2026 HV507 International single axle with a 10' dump body, 7' side wing, and unibody scraper. This will replace the current truck, a 2000 Sterling that is 24 years old with 89,660 miles and 2092 hours. This truck is one of the hardest vehicles in our fleet to find parts for. The truck is used for snow removal, leaf pickup and material hauling.

Financial Implications:

This project was listed in the capital improvement plan as a complete replacement, and the estimated cost was \$210,000. The actual total for the truck chassis and equipment upfitting is \$221,592.74, which means today's estimate is \$11,592.74 above the budgeted amount. There are sufficient funds to cover the additional cost.

It is important to note that a \$2,000 tariff-driven surcharge has been included in the total. This applies to trucks with a build date before the end of November. If the build date is later, an additional charge will likely apply.

Attachments

- International Quote with tariff-driven surcharge information
- Truck & Trailer Specialties quote
- Photos

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 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Underbelly Scraper with Spreader
MISSION:	Requested GVWR: 44000. Calc. GVWR: 44000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 38.43% / 2.91% @ 55 MPH Calc. Geared Speed: 68.6 MPH
DIMENSION:	Wheelbase: 193.00, CA: 118.00, 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:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 6.14
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 208WK 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	\$173,169.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$173,169.00
Freight	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$176,269.00
Less Customer Allowance:		(\$64,206.26)
Total Vehicle Price:		\$112,062.74
Total Sale Price:		\$112,062.74
Total Per Vehicle Sales Price:		\$112,062.74
Total Net Sales Excluding Taxes:		\$112,062.74
MICHIGAN TITLE FEE	\$15.00	
DOC FEE	\$280.00	
Total License, Title, & Taxes:		\$295.00
Net Sales Price:		\$112,357.74

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.



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APPS & RESOURCES

SALES & PARTS TRAINING

SALES READINESS

PERFORMANCE TRAINING

HELP DESK

CONTACT US

What are you looking for? - Can use * for wildcard searching (i.e Navi* or Navi*r)



Email Print

NOTIFICATIONS

All Notifications

235 x

Sales Information G-6630G

APPLICABLE TO UNITED STATES DEALERS ONLY

Tariff-Driven Surcharge and Pricing Update

06/30/2025

Effective 02/03/2025



Letter# : G-6630G
Content : Sales Information
Type
Posted : 06/30/2025
Date
Effective : 02/03/2025
Date
Expiration : 12/31/9999
Date

APPLICABLE TO UNITED STATES
DEALERS ONLY

Tariff-Driven Surcharge and Pricing Update

Update 6/30/2025:

Surcharge values are now provided for production through November 28, 2025. Additionally, the eMV™ Series model has been added to the surcharge schedule.

At International®, we recognize that our dealers are the foundation of our success, and we deeply appreciate your partnership during this time of economic uncertainty. The ongoing tariff situation has necessitated adjustments to our pricing structure, and we are committed to working closely with you to navigate these challenges together. As the legislative landscape continues to evolve, we will keep you informed of any changes and their potential impact as soon as new information becomes available. Please find below important details regarding the tariff-driven surcharge and related policies.

Application:

- The following update applies to all International® truck models, including CV™, MV™, eMV™, HV™, HX®, LT®, and RH™ Series models, regardless of production location.

Surcharge:

- Units built on or before May 2, 2025**
 - These units are protected from any tariff-related price increase.
- Units built between May 5 and July 4, 2025**



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INTERNATIONAL® MODEL	TARIFF SURCHARGE (PER UNIT)
International® MV® Series models	\$2,000
International® HV® Series Medium Duty models	
International® HV® Series Heavy Duty models	
International® HX® Series models	\$3,200
International® RH®, LT® Series models	
International® CV® Series models	\$500

- International reserves the right to pull ahead production of units currently scheduled in this built window by a maximum of 30 days.

- Note: International will not provide incremental floor plan for impacted units.

- Units built between July 7 and August 1, 2025**

- The following tariff surcharges will apply, to be reflected on the factory invoice:

INTERNATIONAL® MODEL	TARIFF SURCHARGE (PER UNIT)
International® MV® Series models	\$2,000
International® HV® Series Medium Duty models	
International® HV® Series Heavy Duty models	
International® HX® Series models	\$3,200
International® RH®, LT® Series models	
International® CV® Series models	\$1,000

- International reserves the right to pull ahead production of units currently scheduled in this built window by a maximum of 30 days.

- Note: International will not provide incremental floor plan for impacted units.

- Units built between August 4 and November 28, 2025**

- The following tariff surcharges will apply, to be reflected on the factory invoice:

INTERNATIONAL® MODEL	TARIFF SURCHARGE (PER UNIT)
International® MV® Series models	\$2,000
International® HV® Series Medium Duty models	
International® HV® Series Heavy Duty models	
International® HX® Series models	\$3,200
International® RH®, LT® Series models	
International® CV® Series models	\$1,400
International® eCV® Series models	\$1,000

- International reserves the right to pull ahead production of units currently scheduled in this built window by a maximum of **60 days**.

- Note: International will not provide incremental floor plan for impacted units.

- Units built on or after December 1, 2025**

- These units will be subject to actual realized tariff-related increases as assessed to International.

- Pricing guidance for these units will be communicated at a later date.

- Additional notes:**

- International is continuing to thoroughly evaluate all cost impacts that tariffs will have on our supply chain to explore all potential alternatives and opportunities to mitigate tariff impacts to ensure cost competitiveness.
- Build & Hold Policy: International reserves the right to build and hold units for 60 days at Escobedo.



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surcharge build window.

- Please refer to the Production Availability Matrix and Component & Axle Lead Time Guide for further information.

- Limited Component Availability: Cummins L9 engines and Allison 4000 Series transmissions will be allocated on a first-come, first-served basis.

We sincerely appreciate your patience and ongoing partnership as we navigate these market conditions together. Your commitment to serving customers with International® trucks is invaluable, and we remain dedicated to supporting you throughout this process. Please know that we will continue to provide updates as we receive more information.

For scheduling-related questions, please contact [CRC](#). For pricing-related inquiries, please reach out to [CSA](#). If you have any further concerns, your International sales representatives are available to assist you.

International reserves the right to cancel or modify these surcharges and the pricing structure at any time. All vehicles ordered as of the date of such cancellation or modification and scheduled for production by November 28, prior to such modification or cancellation will be honored, as indicated above.

All marks are trademarks of their respective owners.

*International Motors, LLC d/b/a International Motors USA LLC in Illinois and Ohio.

[Previous Article](#)

[Next Article](#)

Sales Information G-6633

International®
Service Contracts
for Cummins X15
and B6.7 Engines,
Wear Item
Replacement, First
Service and
Essential Plan

Sales Information G-6634

Battery Electric
Voucher Program

June 20, 2025

[Back to Previous Page](#)

Truck & Trailer Specialties

3286 Hanna Lake Ind. Park Dr.

Dutton, MI. 49316

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

Quote No. DQO006151

Betts junction box mounted at rear

Back-up alarm

Paint/Miscellaneous to include the following:

Sandblast, prime, and paint dump box red in color to match cab

Paint code required

Add additional bar grating streetside cab entry step below bottom factory step, painted black

Front bumper, rear hitch, underside of dump body, any unpainted steel to be painted black

No rust proofing is included – quote available upon request

Above installed Price: \$107,235.00 ea.

Lead time: 16 – 18 Months ARO

Payment Terms: Net 30 days

Pricing good for: 30 days

Dealer requirements:

CA” (to be confirmed at time of order)

Plow light/headlight switch with wire harness run to hood

Front frame extensions

Front crossmember for pump

Front of engine PTO

Stationary Grille

Omit front bumper

Front tow hooks

Battery box mounted street side behind cab, as far aft as possible

Air tank mounted streetside under cab with entry steps, with 24” ground clearance

24” ground clearance package

Under cab horizontally mounted DPF curb side, with vertical stack back of cab, raised

DEF tank mounted behind the fender, diver side under cab

Six Pack of latching upfitter switches mounted in cab, 20Amp minimum each

Transmission/RPM modules mounted in cab

Dash/Column mounted transmission selector

Wiring for upfitter supplied electric brake controller

Changes from previous S/A Dump quote from 2021 include:

RC860 Crysteel DA hoist in lieu of discontinued RC750

Added two mild steel winches with straps mounted to dump body for use with securing a V-box

Remove upper Banjo chain slot brackets and install chain hooks, includes install

Stainless steel 3/8” support bracket for added strength

CS620 Spreader controller in lieu of discontinued CS420 – (same basic functions, but with additional data logging capabilities)

(3) 6” oval light hole cutouts in each dump body rear pillar in lieu of two







Regular Council Agenda Item Memorandum

To: Mayor Tossava & City Council

CC: Sarah Moyer-Cale, City Manager

From: Rob Neil, Streets Superintendent

Meeting Date: August 25, 2025

Subject: 2025 Street Chip Sealing Bid Award

Recommended Action:

Motion to approve a purchase order for Chip Sealing Contract and accept the proposal from Ace Asphalt & Paving for **\$132,734.25**.

Background Information:

This chip seal project is the continuation of the street maintenance program to improve the streets within the City of Hastings and extend the lifespan of our streets before total reconstruction becomes necessary. It is recommended that a 2-layer application be applied to the existing asphalt.

Quotes were sought from two additional asphalt companies: Evergreen Roadworks and Don Jon Asphalt. Neither vendor was able to supply a quote in time for the City Council agenda packet.

Financial implications:

The total financial impact to the fiscal year's budget is \$132,734.25, which is 66% of the planned budget for contracted paving. The total project cost is split between the Major (73%) and Local Street (27%) funds.

Attachments:

- Attachment from Ace Asphalt & Paving
- Maps/list

Ace Asphalt Chip Seal

4726 Highland Dr. NE
Rockford, MI 49341 USA
(616) 242-4742
info@chipsealmi.com
aceasphaltchipseal.com

Estimate

ADDRESS

Rob Neil
City of Hastings
301 Court St
Hastings, MI 49058

ESTIMATE

1414

DATE

08/05/2025

	QTY	RATE	AMOUNT
2 Course of Chip Seal -Prep, edge, clean surface -Bring in appropriate base materials to patch as needed -2 courses of chip seal *Each course of chip seal consists of a layer of hot sprayed asphalt emulsion (HFRS2), and a layer of chip stone (3/8" Slag), rolled and compacted. -Surface is drivable upon completion. 1 year workmanship warranty included	1	0.00	0.00
W Clinton St S. Jefferson St to S. Washington St	36,616	0.75	27,462.00
W & E Apple St N. Washington to State Line (M-43) intersection State Line (M-43) intersection to E. State St	66,267	0.75	49,700.25
E. State Rd N. Michigan Ave to N. East St	26,496	0.75	19,872.00
S. Michigan Ave E. Green St to E. Clinton St LOCAL ST	41,600	0.75	31,200.00
E. Grand St From S. Michigan to S. Jefferson LOCAL ST	6,000	0.75	4,500.00

We accept cash, checks, and ACH payments -CC for 5% fee. Checks payable to
Ace Asphalt Chip Seal

For projects < \$20,000 no deposit is due upfront.

For projects more than \$20,000, 50% deposit is due upfront.

Balance is due upon completion.

This quote assumes free and clear access, otherwise mobilization charges may
apply.

Payment due upon completion unless otherwise negotiated. 5% late fee after 15
days and then each additional 30 days. CC convenience fees may apply.

TOTAL

\$132,734.25

Accepted By

Accepted Date

No guarantees or warranties, either expressed or implied, against any appearance of any vegetation, low spots or water, cracks caused by compaction, joints or seams,
tire marks, cracks, material, or workmanship unless otherwise noted on specifications.

Fog Seals are only done after Oct 1 at Ace's discretion due to weather.

Ace Asphalt Chip Seal is a DBA of Chip Seal Michigan LLC

HASTINGS TOWNSHIP





Regular Council Agenda Item Memorandum

To: City Council

From: Robert Neil, Superintendent of Streets

Subject: FY25/26 Lead Line Replacement Program – Plumbing Contract

Meeting Date: August 25, 2025

Recommended Action:

Motion to approve plumbing for FY '25 lead line replacement by Advantage Plumbing & Drain in the amount of **\$157,290**.

Background Information:

The city requires a licensed plumber to connect new water services to a meter. There was one other bidder. Advantage Plumbing was the low bid, and the other was Steve's Plumbing for \$274,500.

Financial Implications:

Plumbing for lead line replacements is a budgeted expense.

Attachments:

- Advantage Bid
- Bid Tab



Quote

QUOTE VALID FOR 30 DAYS

W051520-3743

Date

8/13/2025

1690 E State St. Hastings, MI 49058
(269) 945-0300

service@advantageplumbinganddrain.com

Name / Address		SITE ADDRESS	
City of Hastings 201 E State St Hastings MI 49058		City of Hastings Lead Line Replacements Hastings, MI 49058	
Customer Phone	269-838-8395 Rob Neil	Technician: Ryan	
Customer E-mail	accountspayable@hastingsmi.gov		
Description		Cost	
Advantage Plumbing and Drain, LLC will pull permits & provide a licensed plumber to hook up 100 water services. (\$1,498 / service)		1,498.00	
Job to be completed per City of Hastings, Michigan Fiscal Fall 2025/2026			
Proposed Lead Line Replacement Program Plumbing Contract			
Add 5% Subtotal for Contingencies		7,490.00	
Payment is due prior to commencement of work (Unless specified differently)		Total \$157,290.00	
<p>Upon acceptance, a signed contract and payment must be received before stated work will begin (Unless specified differently). Quote does not include any additional costs that may be due to circumstances not apparent upon evaluation. An automatic 3.5% processing fee is added to any payment being made with credit / debit card. Please call the office if you have any questions. Thank you for the opportunity to serve you!</p> <p>****PORTA-JOHN RENTALS****</p> <p>Customer assumes all liability of porta john unit, including, but not limited to theft, vandalism, damage & loss. Unless customer pays an additional \$5 / unit / billing cycle. Please contact office to set up insurance if interested.</p>			

Advantage Plumbing and Drain, LLC

Licensed & Insured Plumbing Contractor

269.945.0300	1690 East State Street	Hastings, MI
--------------	------------------------	--------------

City of Hastings, Michigan Fall 2025/Spring 2026 Proposed Lead Line Replacement

Description of Services Provided – Quote # W051520-3743

- Coordinate, pull and pay for a plumbing permit through PCI. Advantage will schedule all inspections.
- Coordinate with the City (DPS) and homeowner (property owner) for each proposed water service lead line replacement.
- Place a roll of copper tubing (provided by the city) inside of the house to be pulled from outside by the City of Hastings along with existing water service.
- Supply & install a coupling connection in the event the city cannot pull the existing and new service.
- Provide a licensed plumber to place the new copper service from the meter (inside the house) through the house wall & connect to the city paced new service (outside the house).
- All services shall be copper, type K, for both inside and outside the house.
- Jackhammer and/or remove concrete of basement wall/floor to remove existing service. Install new concrete/hydraulic cement as needed and sealing connection through wall, both inside and out.
- Provide a licensed plumber to install meter fittings provided by the City of Hastings.
- Provide a licensed plumber to install a new shutoff valve between the meter & interior of the foundation/basement. All fittings (including shutoff valve) for this will be supplied by Advantage.
- Provide & install a wood access panel inside the house, if requested. Access panel shall be painted to match existing color wall.
- Any finished wall repair that is needed (such as drywall, brick, finished wood panels, etc..) shall be an additional cost paid by the City of Hastings. Advantage will subcontract this work to a qualified contractor approved by the City of Hastings. The cost must be approved by the City of Hastings before work begins.





CITY OF HASTINGS, MICHIGAN

REQUEST FOR PROPOSALS (RFP)

FOR

FALL 2025/SPRING 2026 PROPOSED LEAD LINE

REPLACEMENT

PROCUREMENT NAME: Fall 2025/2026 Proposed Lead Line Replacement

RFP ISSUE DATE: Monday, August 4, 2025

PROPOSAL DUE DATE: Monday, August 18, 2025, at 10:00 am.

COMPLETION DATE: Tentatively Friday, June 24, 2026

Requests for Proposals and related documents may be obtained during normal business hours from the City Clerk/Treasurer's office located in Hastings City Hall at 201 East State Street, Hastings, MI 49058.

OVERVIEW OF THE PROCUREMENT PROCESS

The City of Hastings is employing a formal proposal or bid process in this procurement. All General and Specific Terms and Conditions as described below apply. Potential vendors who receive copies of this RFP will be notified of any addendum to the RFP and provided an equal opportunity to comply with all specifications.

CONTENTS OF THE REQUEST FOR PROPOSAL OR BIDS

- A. GENERAL TERMS AND CONDITIONS..... Page 3
- B. SPECIFIC TERMS AND CONDITIONS Page 6
- C. RESPONSE SUBMITTAL FORMS..... Page 8
- D. ATTACHMENTS AND EXHIBITS..... Page 12

NOTE: The documents provided as attachments and exhibits are not exhaustive or presumed to be complete and are provided for reference only

A. GENERAL TERMS AND CONDITIONS

1. The City of Hastings assumes no responsibility of any kind or nature for any costs incurred by any potential vendor in the preparation of a response to this RFP. This applies to and includes any costs of delivery a Proposal timely.
2. The City of Hastings reserves the exclusive, unencumbered right to:
 - A. Cancel, revise, or amend the RFP;
 - B. Reject any proposal or bid or all proposals or bids submitted in response hereto in whole or in part;
 - C. To waive any irregularities in any proposal or bid;
 - D. To award the whole or part of the work or goods that are the subject of this RFP to that offeror whose proposal or bid is, as determined in the sole discretion of the City, to be in the best interest of the City considering such factors as it may deem pertinent.
3. Sealed proposals or bids must be received on or before **Monday, August 18, 2025, at 10:00 a.m.** at the office of the City Clerk/Treasurer. Date and time will be recorded on delivery. Deadline is for physical delivery to the specified location; postmarks or other indicators of sending or delivery will not be accepted.

Proposals or bids are to be delivered to:

City of Hastings
Office of the City Clerk/Treasurer
201 East State Street
Hastings, MI 49058

4. Any questions regarding the RFP must be submitted before **August 15, 2025, at 3:00 p.m.** If necessary, an addendum to the RFP will be provided to all holders of the RFP of record.
5. No proposal or bid may be withdrawn for a period of sixty (60) days after the opening of the proposals or bids except as provided in the RFP.
6. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP. Failure to do so may result in the proposal or bid being considered non-responsive and it may be rejected. An offeror must promptly notify the Office of the City Clerk/Treasurer of any ambiguity, inconsistency, or error, which may be discovered upon examination of the RFP. An offeror requesting clarification or interpretation of this RFP should contact **Robert Neil, Street Superintendent** at (269) 945-5083 or e-mail rneil@hastingsmi.gov.
7. Proposals should demonstrate the offeror's successful experience in providing the services and/or items requested by this RFP.

8. Proposals must state whether any of the offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Hastings or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting there from. If so, the complete name and address of each such person and their connection to the City of Hastings must be disclosed in the response.
9. Any proposal submitted shall be deemed conclusive assurance that the proposer does not discriminate in any manner against any class of protected persons under federal or state law. This includes non-discrimination on the basis of gender, race, national origin, age, and other categories specified by law. Non-discrimination applies to consideration for employment and services.
10. Proposals must explicitly and completely describe and present all components of the price proposed for work or goods. The City of Hastings is exempt from State of Michigan Sales and Use Taxes.
11. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Michigan Freedom of Information Act.
12. No information regarding the contents of responses to the RFP will be released prior to the bid award. Once an award has been made, all proposals will be open to public inspection, subject to the provisions set forth above.
13. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections, or changes to this RFP made in any other manner will not be binding and offerors must not rely upon such interpretations, corrections, or changes. The City Clerk/Treasurer will issue Addenda. Addenda will be emailed, faxed, or mailed to all known recipients of the RFP.
14. The City may make investigations to determine the ability of the offeror to perform or supply the services and/or items as described in this RFP.
15. The successful offeror must comply with all applicable City, State, and Federal laws, codes, provisions, and regulations.
16. Responses to this RFP must be in the prescribed format.
17. The City may request additional information, clarification, or presentations from any of the offerors after review of the proposals received.
18. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of the offeror.
19. Only the City will make news releases or other public announcements pertaining to this RFP or the proposed award of a contract.

B. SPECIFIC TERMS AND CONDITIONS

1. The City of Hastings is soliciting bids for its Fall 2025/Spring 2026 Lead Line Replacement.
2. Construction start date will be no earlier than August 25, 2025.
3. Project completion date will tentatively set for be Friday, June 24, 2026.
4. Specific or Technical Requirements of the Work or Goods.

PLEASE SEE ATTACHMENT A.

4. Evaluation Criteria

- A. The ability, capacity, and skill of the offeror to provide items described in this RFP in a prompt and timely manner without delay or interference.
- B. The character, integrity, reputation, judgment, experience, efficiency, and effectiveness of the offeror.
- C. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
- D. Compliance by the offeror with laws and ordinances regarding prior contracts, purchases, or services.
- E. The conditions, if any, specified in offeror's proposal; i.e. what expectations or requirements the offeror might have of the City as a condition of, or related to the proposal.
- F. Compliance by the offeror with the City's insurance requirements policy.
- G. Price.

5. Selection Process

- A. Sealed proposals will be publicly opened immediately after the deadline for submitting proposals.
- B. Proposals will be opened at Hastings City Hall, 201 East State Street, Hastings.
- C. Proposals not submitted timely will not be opened or considered.
- D. Compliance with submittal forms, insurance requirements, and price will be publicly announced at the proposal opening.

- E. City staff will evaluate proposals according to the evaluation criteria noted in the RFP and prepare a recommendation to the Hastings City Council.
- F. The City Council will make the final, binding decision as to the award of the contract or the rejection of any or all proposals.
- G. City staff or the City Council may request additional information or clarification from any offeror. Failure to supply requested additional information may result in proposal being rejected or not considered further.
- H. A Purchase Order or formal contractual agreement will be entered to effect the arrangements. Offerors should submit any requested contract terms as part of their proposal.

C. RESPONSE SUBMITTAL FORMS

Every valid response to the RFP will include the next six (6) pages completed in full and returned to the City by the stated deadline.

CERTIFICATION

In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are incorporated in this proposal by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful offeror.

Legal Name of Entity Submitting Proposal:

Advantage Plumbing and Drain, LLC

Address:

1690 E State st
Street

Hastings, MI City, State 49058 Zip

Phone:

269-945-0300

Email:

alexiss@advantageplumbinganddrain.com

Authorized Official:

Alexiss Sherman Name Director Title

Alexis Signature 8-13-25 Date

RELATED PARTIES DISCLOSURE (CHECK AND COMPLETE AS APPROPRIATE)

**THIS PAGE MUST BE RETURNED SIGNED BY AN AUTHORIZED REPRESENTATIVE
OF THE OFFEROR**



NONE of offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Hastings nor has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting there from.



EXCEPTIONS TO THE ABOVE STATED ARE AS FOLLOWS:

Name _____

Address _____

Connection or Relationship to the City of Hastings: _____

Name _____

Address _____

Connection or Relationship to the City of Hastings: _____

USE ADDITIONAL SHEETS IF NECESSARY

**Authorized
Official:**

Alexis Sherman

Name

Director

Title

Alexis

Signature

8-13-25

Date

REFERENCES

Each offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP. References of other similar local government operations are preferred.

REFERENCE # 1

Entity Name:

Village of Middleville

Address:

100 East Main St

Street

Middleville, MI

City, State

49333

Zip

Phone:

269-795-3385

Contact:

Alec Belson

Name

DPW Director

Title

belson@villageofmiddleville.org

Email

Brief Description of Relationship:

Have been Providing the Village of Middleville a Variety of Plumbing and Sewer Services for years.

REFERENCE # 2

Entity Name:

Village of Freeport

Address:

PO Box 10

Street

Freeport, MI

City, State

49325

Zip

Phone:

1616-365-3808

Contact:

freeportdpw@gmail.com

Name

Title

Email

Brief Description of Relationship:

Have been Providing water line services for the Village of Freeport since 2013.

REFERENCE # 3

Entity Name:

Village of Lake Odessa

Address:

839 Fourth Ave

Street

Lake Odessa, MI

City, State

48849

Zip

Phone:

616-374-7110

Contact:

Jesse Trout

Name

DPW Supervisor

Title

Jtrout@lakeodessa.org

Email

Brief Description of Relationship:

Have been Providing the Village of Lake Odessa a Variety of Plumbing and Sewer Services for years.

INSURANCE

Attach certificates of required insurance.

IRS W-9 FORM

Complete and attach an IRS Form W-9.

PRODUCT INFORMATION

Attach complete description of the manufacture, features, and capabilities of materials and goods proposed to be provided.

OTHER INFORMATION

Attach other information necessary to describe the proposed vendor and the goods and services proposed to be provided.

D. ATTACHMENTS AND EXHIBITS

1. ATTACHMENT "A" - Bid Specifications.
2. ATTACHMENT "B" - Standard Form of Agreement.
3. ATTACHMENT "C" - City of Hastings Insurance Requirements.
4. ATTACHMENT "D" - Contractor's Checklist.
5. ATTACHMENT "E" - W-9 Form.



Attachment A

Fall 2025/spring 2026 Lead Line

Replacement

A. Description:

1. As part of the Lead Line Replacement Program for the City of Hastings, which is to replace existing lead or galvanized water services in the entire city. The program will replace approximately 100 services from the existing water main to the meter connection inside the house or building. *Addresses shall be determined by the City of Hastings.*
2. The City will be responsible for removing existing water services, curb stops & boxes, and placing new copper services with new corporation stops, curb stops and boxes. They will place new copper services outside of the house with an open cut trench.
3. Contractor shall be responsible to coordinate with the City (DPS) and homeowner (property owner) for each proposed water service lead line replacement. A list of house addresses and property owners is provided with this attachment.
4. Contractor shall be a licensed plumber with the State of Michigan.
5. Contractor shall be responsible for placing the new copper service from the meter (inside the house) through the house wall and connecting to the city placed new service (outside the house). Contractor shall jackhammer and/or remove concrete of basement wall/floor to remove existing service, supply all fittings and valves required for connection to meter, install new concrete/hydraulic cement as needed and sealing connection through wall, both inside and out. *Contractor shall be responsible for any basement leaks that may be present after construction, inside the building or outside.*
6. Contractor shall be responsible for acquiring a plumbing permit (including fee) for each service, with Professional Code Inspectors (PCI). PCI is located at 110 W. Center Street, Suite A, Hastings, MI 49058. Phone number is (269) 948-4088.
7. Contractor shall be responsible for providing and installing a wood access panel inside the house, if requested. The access panel shall be painted to match existing color wall.

8. Any finish wall repair that is needed (such as dry wall, brick, finished wood panels, etc..) shall be an additional cost paid by the City. The Contractor shall subcontract this work to a qualified contractor approved by the City. The cost must be approved by the City before work begins.
9. Contractor shall submit shop drawings or product data information at least two weeks prior to installation.
10. The contractor receiving the bid award will provide proof of insurance in the amount shown on the attached policy prior to commencement of work. Insurance will be kept current and in full force throughout the duration of the work.
11. The contractor will have all safety programs included in the attached contractor's checklist in place throughout the duration of work.
12. Contractors will show satisfactory evidence that they have performed similar work for at least five consecutive years previously, and that they have adequate equipment and labor to perform the work in a timely fashion.
13. Any damage to existing City utilities or structures will be replaced by the contractor at the contractors' sole expense.
14. Any damage to Homeowners property, will be replaced by the contractor at the contractors' sole expense.
15. Contingencies will not be paid unless there is (an) approved Change Order(s) that require additional cost to the contract.
16. A pre-construction meeting will be required 1 week minimum before construction activities will start. The Contractor will be responsible for coordinating with the city.
17. Ten percent of the full contract price will be withheld from payment, until after final completion.
18. A one hundred (100) dollar per day disincentive fee, will be applied to the contract for each business day (Monday through Saturday) the project continues after the stated completion date. This amount will be taken out of the final payment (ten percent) of the contract and retained by the City.

Attachment B
Standard Form of Agreement
Between The City of Hastings and Contractors

This agreement is made this day _____ between the City of Hastings, 201 East State Street, Hastings, Michigan, 49058, and the Contractor

Advantage Plumbing and Drain, LLC, for the following project:

Fall 2025 / Spring 2026 Lead Line Replacement

The City of Hastings and the Contractor agree as follows:

The Contractor shall complete the work described in the bid specifications for the project. The bid specifications will consist of this agreement signed by the City of Hastings authorized representative and the Contractor, and any drawings and specifications prepared by the City of Hastings.

Written Change Orders for minor changes in the scope of work issued after execution of this agreement will be made upon written approval of the Director of Public Services.

The date of commencement of the project will be the date of the agreement, unless otherwise states in the bid specifications. The Contractor will complete the work no later than stated in the bid specifications, subject to any adjustments by the Director of Public Services.

Subject to additions and deductions by a Change Order approved by the Director of Public Services, the contract sum will be outlines in the bid submitted by the Contractor to the City of Hastings. The Contractor will not exceed the approved amount of the contract, unless prior written authorization from the City Manager is received.

If the Contractor fails to correct work which is not in accordance with the specifications as stated in the bid documents, the City of Hastings may direct the Contractor in writing to stop the work until the correction is made. If the Contractor defaults or neglects to carry out the work in accordance with the specifications as stated in the bid documents, and fails within a seven day period after receipt of written notice from the City of Hastings to correct such default or neglect with diligence and promptness, the City of Hastings may, without prejudice to other remedies, correct such deficiencies. In such case, the City of Hastings will deduct the cost of the correction from payments due to the contractor.

B. Bid Prices:

Please complete the following bid tabulation. The City reserves the right to reduce or increase the contract up to thirty percent (30%). The Engineer's estimate of probable cost is \$100,000.00

Description	Quantity		Unit Price	Total
Water Service Connection	100	Each	\$1,498.00	\$149,800
Construction Subtotal				
5% Contingencies				\$7,490
Fall 2025/Spring 26 Proposed Lead Line Replacement Total				\$157,290 -

The City of Hastings reserves the right to perform construction or operations related to the project with its own labor forces, and to award separate contracts in connection with other portions of the project. The Contractor will coordinate and cooperate with separate Contractors employed by the City of Hastings. Costs caused by delays or by improperly timed activities or defective construction will be borne by the party responsible, therefore.

For the purposes of payment, the contract sum amount will include all items and services necessary for the proper execution and completion of the work as outlined in the bid documents.

Payment to a Contractor for the completion of work as outlines in the bid documents, and as a result of the agreement will be made within thirty days from receipt of the Contractors billing statement and processing by the Director of Public Services.

The Contractor will provide proof of insurance in the amount required on the attached policy. Certificates of Insurance will be provided prior to the commencement of work, naming the City of Hastings as the additional insured.

This agreement is entered into as of the day and year first written above.

City of Hastings

Signature

Printed Name

Title

Address

Hastings, MI 49058

Contractor

Signature

Printed Name

Title

Address

Hastings, MI 49058

Tax ID Number 20-2154029

ATTACHMENT "C"

INSURANCE POLICY FOR THE CITY OF HASTINGS

The purpose of this policy statement is to establish guidelines requiring insurance for contractors, organizations, groups or individuals that carry on activities or do work on City properties. All Certificates of Insurance shall be maintained by the City Clerks Department and updated as necessary.

I. Doing work on City Property.

Certificates indicating insurance coverage shall be required by all contractors or individuals that do work on City-owned property including land, parks, roads, sidewalks, easements, rights-of-way and buildings.

The following coverage is required:

	Type	Limit of Liability	
1	Workers Compensation Statutory Coverage B and Employers Liability	\$500,000.00	
2	Public Liability (Including products and completed operations liability)	\$500,000.00	Each Person
	Bodily Injury	\$1,000,000.00	Each Accident
	Property Damage	\$500,000.00	Each Accident
		\$1,000,000.00	Each Aggregate
3	Automobile Liability (Including hired cars and automobile non- ownership)		
	Bodily Injury	\$250,000.00	Each Person
		\$500,000.00	Each Accident
	Property Damage	\$250,000.00	Each Accident
		\$5,000,000.00	Each Aggregate
4	Additional Insured - The City of Hastings to be specifically named in clause on policy and certificate as an "additional insured"		

Attachment D

Contractors Checklist

I Certificate of Insurance

A Workers Compensation

Date Received

B Liability

Date Received

II Loss History

A Provided by Agent

III Safety Program

- A Familiar with MIOSHA regulations
- B Are safety standards used daily
- C Written safety program
- D Safety Coordinator
- E Michigan Right to Know Program
- F Permit required Confined Space Entry
- G Power lock out/tag out program
- H First aid personnel on site
- I Fire safety and suppression plan
- J Personal protective equipment used
- K Auto safety (CDL Certifications)
- L Proper MDOT Roadway procedures
- M Proper trenching/excavation standards
- N Preventative maintenance program
- O Process safety management of hazardous chemicals

Yes

No

I attest that the above responses are true to the best of my knowledge.

Alexiss Sherman - Advantage Plumbing and Drain, LLC
Contractor or Representative

Director of Operations
Title

8-13-25
Date

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Advantage Plumbing and Drain, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 1690 E State St 6 City, state, and ZIP code Hastings, MI 49058 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number <table><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> or Employer identification number <table><tr><td>2</td><td>0</td><td>-</td><td>2</td><td>1</td><td>5</td><td>4</td><td>0</td><td>2</td><td>9</td></tr></table>				-							2	0	-	2	1	5	4	0	2	9
			-																		
2	0	-	2	1	5	4	0	2	9												

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here Signature of U.S. person <i>Alexiss Sherman</i>	Date REVIEWED By Alexiss Sherman at 11:10 am, Jan 03, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dan Charles Agency, Inc. 6983 S. Division Avenue Grand Rapids MI 49548	CONTACT NAME: Heather Ayers PHONE (A/C No, Ext): (616) 532-0010 E-MAIL ADDRESS: heather@dancharlesagency.com FAX (A/C, No): (616) 532-0584 INSURER(S) AFFORDING COVERAGE INSURER A: Frankenmuth Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13986
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COVERAGES **CERTIFICATE NUMBER:** Master 11/13/24-25 **REVISION NUMBER:**

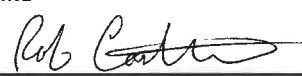
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6708125	11/13/2024	11/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6708124	11/13/2024	11/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			6708125	11/13/2024	11/13/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	6708123	11/13/2024	11/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Advantage Plumbing & Drain LLC 1690 E State St Hastings MI 49058	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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ADDENDUM

Addendum No. _____

Owner: _____

Object: _____

Engineer: _____

NOTICE TO ALL PROPOSECTIVE BIDDERS

BIDS DUE Monday, August 18th 2025 10am

This Addendum is a part of the Contract Documents and modifies the previously issued Bidding Documents. Acknowledge the receipt of this Addendum in the space provided on the Signature Page and Legal Status section of the Bid Proposal. Failure to do so may result in the rejection of Bid.

ITEM NO.1

- REVISE Attachment A, Section B., Part Bid Prices, Sentence 3 should now be read as follows, "The Engineer's estimate of probable cost is \$200,000.00".

I acknowledge the receipt of Addendum NO.1

(Please Type or Print Below)

LEGAL NAME OF BIDDER: Advantage Plumbing and Drain, LLC

MAILING ADDRESS: 1690 E State St.

CITY, STATE, ZIP: Hastings, MI 49058

TELEPHONE NUMBER 269-945-0300 EMAIL I.D. _____ FAX# _____

BY: SIGNATURE: Alexis Sherman

OF AUTHOR REPRESENTATIVE

NAME (typed /printed) Alexiss Sherman TITLE: Director of Operations

END OF ADDENDUM NO.1

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

Scaled Bid Opening Results

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

Bid Name: _____

Opening Date & Time: _____

Vender Bids:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Present at
Opening: _____

Bid Granted to: _____

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

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



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Memorandum of Understanding with Mercy Ambulance, Life EMS, and participating municipalities.

Meeting Date: August 25, 2025

Recommended Action:

Motion to authorize the Mayor to sign the Memorandum of Understanding for Ambulance Service contingent on final review and approval by the City Attorney.

Background Information:

Our service area will be transitioned from Mercy Ambulance to Life EMS effective September 15, 2025. The enclosed draft MOU will help effect a mutual understanding of this transition. There are still some remaining modifications to be made to meet the city attorney's approval. As time is of the essence, I recommend approving the MOU contingent upon our attorney's final approval.

Financial Implications:

The city will continue to pay the same amount as we contributed to Mercy through the existing agreement term. This amount is already budgeted and approved.

Attachments:

- Draft MOU
- Existing Service Agreement with Mercy Ambulance

MEMORANDUM OF UNDERSTANDING

AMBULANCE SERVICE AGREEMENT

This MEMORANDUM OF UNDERSTANDING (this “MOU”) is made as of [--], 2025 (“Effective Date”), by and between the City of Hastings, Baltimore Township, Carlton Township, Hastings Charter Township, and Hope Township, all municipal corporations within Barry County (collectively, the “Municipalities”), Mercy Ambulance Service, Inc., a Michigan corporation (“Mercy”), and Life EMS, Inc., a Michigan corporation (“Life EMS”). Municipalities, Mercy, and Life EMS each shall be referred herein individually as a “Party” and collectively as the “Parties”.

Recitals

- A. Municipalities and Mercy are parties to an Ambulance Service Agreement, dated as of January 1, 2022, as amended (the “Services Agreement”), attached hereto as ***Appendix A*** and incorporated herein by reference, pursuant to which Mercy has agreed to provide emergency ambulance services to the Municipalities;
- B. Mercy plans to discontinue the services provided under the Services Agreement to the Municipalities;
- C. Life EMS is engaged in the business of providing ambulance and paramedic medical services, and will obtain Michigan Department of Health and Human Services (MDHHS) licensure to operate in Barry County to provide such services to the Municipalities; and
- D. Municipalities wishes Life EMS to provide services the under this MOU and certain terms and conditions of the Services Agreement until Municipalities and Life EMS enter into a new agreement for the provision of such services.

NOW, THEREFORE, for the consideration described in the Services Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Life EMS agrees to provide the services set forth in the Services Agreement in accordance with the terms set forth therein (and in accordance with the current subsidy billing terms) through December 31, 2026, or until such time that Life EMS and the Municipalities enter into a definitive agreement for such services.
2. Life EMS looks forward to demonstrating its desire to serve the Barry County area for many years into the future. Life EMS understands it must earn the trust of the Barry County communities to provide this service over the long term.
3. Mercy agrees to cooperate in good faith with Municipalities and Life EMS to affect the transition of such services from Mercy to Life EMS, including, but not limited to, prompt return of any such equipment used in furtherance of the services that was purchased or funded by any of the Municipalities, as identified in Appendix B, and any documentation or records necessary in connection with the provision of services under the Services Agreement.

4. Except as otherwise set forth in this MOU, Life EMS is not assuming any liability or obligation arising under or out of the Services Agreement by Mercy with respect thereto.

5. Any municipal subsidies related to the services covered by the Services Agreement paid or payable by any Municipality after the date of this MOU shall be paid to Life EMS and, to the extent any such subsidy is paid to Mercy, Mercy shall turn over such funds to Life EMS promptly upon receipt.

6. This MOU will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. This MOU shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

8. The Parties may execute this MOU in any number of counterparts with the same effect as if each Party had signed the same physical document. All executed counterparts, whether originals or copies sent by facsimile, electronic mail, or a combination, shall be construed together and shall constitute one and the same document.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be duly executed as of the date first written above.

**MERCY AMBULANCE SERVICE,
INC.:**

By: _____
Name: _____
Its: _____

LIFE EMS, INC.:

By: _____
Name: _____
Its: _____

MUNICIPALITIES:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Appendix A

Services Agreement

[Attached]

DRAFT

Appendix B

Equipment Provided by Municipalities

DRAFT

AMBULANCE SERVICE AGREEMENT

This AMBULANCE SERVICE AGREEMENT is entered into this 1st day of January, 2022 between the CITY OF HASTINGS, BALTIMORE TOWNSHIP, CARLTON TOWNSHIP, IRVING TOWNSHIP, HASTINGS CHARTER TOWNSHIP, RUTLAND CHARTER TOWNSHIP, and HOPE TOWNSHIP, all municipal corporations within Barry County, hereinafter called "Municipalities" and MERCY AMBULANCE SERVICE, INC., a Michigan corporation, or its successor, hereinafter called "EMS" (Emergency Medical Services).

Statement of Facts

The "Municipalities" have agreed to retain "EMS" as their exclusive provider of emergency ambulance services as specified under this Agreement and for the term of this Agreement. "EMS" has agreed to accept this appointment. This Agreement replaces and supersedes any Ambulance Service Agreement between the parties.

Agreement

In consideration of these facts and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Agreement to Provide Ambulance Services.

Subject to the terms and conditions of this Agreement, the "Municipalities" retain "EMS" as their exclusive provider of ambulance services for the agreed upon City of Hastings, BIRCH Rural Fire Service district and Hope Township.

It is understood and agreed that the "EMS" service district may not cover 100 percent of certain of the component municipalities. Further, it is understood and agreed that anyone or more of the component municipalities included within this agreement may withdraw in whole or part from this agreement (according to section 18 hereof). If one of the municipalities elects to withdraw from the agreement, in whole or part, the agreement shall remain in effect for the remaining municipalities.

2. Responsibilities of "EMS".

During the term of this Agreement, "EMS" shall perform the following duties:

a. General Scope of Services.

"EMS" shall provide emergency or medical transportation service within the City of Hastings whenever requested. The geographic scope of service provided by "EMS" shall be limited to the areas served by both "EMS" and the "Municipalities" and priority will be given to residents within the municipalities as to not put at risk the availability of emergency services. The intent is to ensure proper emergency service and greater availability to the "Municipalities".

"EMS" shall arrive with at least one (1) ambulance meeting the criteria set forth in Section 2.b. of this Agreement. "EMS" shall transport patients to hospitals pursuant to the Barry County Emergency Medical Control Authority protocols. "EMS" shall fully cooperate with the personnel of the "Municipalities" in providing emergency medical services at the scene of any emergency at which "EMS" is present and shall itself provide emergency medical services when so requested by the "Municipalities".

b. Ambulances.

"EMS" shall at all times maintain twenty-four (24) hour paramedic ambulance service to the "Municipalities" with a minimum of one (1) ALS (Advanced Life Support) ambulance and an additional minimum ALS/BLS back-up ambulance, based on availability at the time of need.

- (i) Be capable and equipped to carry two (2) patients;
- (ii) Meet all applicable laws, rules, regulations, BCEMCA (Barry County Emergency Medical Control Authority), protocols, standards, guidelines, operational procedures, and licensing requirements, as such may be amended from time to time, of any unit of government, including federal, state, county, or municipal governments or governing bodies or any applicable branch;
- (iii) Be in good working condition, in a condition to ensure the safe and comfortable transportation of each patient, and be air conditioned in the patient compartment; and
- (iv) Be subject to periodic inspection by the "Municipalities" (at such times and locations to be determined by the "Municipalities" without jeopardizing coverage) to ensure that the requirements of this Section 2.b. are satisfied.

c. "EMS" Personnel.

Each ambulance shall be staffed by two (2) persons who shall meet all of the following criteria:

- (i) All "EMS" personnel shall comply with all laws, rules, regulations, protocols, standards, guidelines, operational procedures, and licensing requirements, as such may be amended from time to time, of any unit of government, including federal, state, county, or municipal governments or governing bodies or any applicable branch, and shall at all times maintain an effective Michigan operator's permit.

- (ii) "EMS" personnel staffing an ambulance providing services pursuant to this Agreement shall be certified, authorized, and licensed by the State of Michigan as a paramedic and the other shall be fully certified, authorized, and at a minimum licensed as an emergency medical technician as required by law.
- (iii) No "EMS" personnel shall operate any vehicle or perform any services to be rendered pursuant to this Agreement while having a blood alcohol content exceeding 0.00% or while under the influence of a controlled substance as such terms are defined under the Motor Vehicle Code of the State of Michigan.
- (iv) Each "EMS" personnel shall be fit to operate an ambulance, including any requirements, standards, or guidelines established by any laws, regulations, standards, or protocols regulating the provision of such service.
- (v) "EMS" personnel shall be able to speak, read, and write English.

d. Multi-Casualty Disaster.

When notified by a 911 operation that a multi-casualty, life-threatening disaster or major emergency has occurred, "EMS" shall follow BCEMCA protocol.

e. Fire.

When notified by a 911 operator of a fire to which the "Municipalities" Fire Department has responded "EMS" shall respond immediately for standby purposes at the scene of the fire and, if an emergency, within the time prescribed in Section 2.a. for emergencies. If "EMS" has to leave for another call, they may do so after notifying the IC and making sure that another ambulance is dispatched for fire standby.

f. Spare Ambulance.

"EMS" shall ensure necessary back-up vehicles are available to allow for continuous service as described in Section 2.b. when vehicles are undergoing routine preventative maintenance or are otherwise out of service for mechanical reasons.

g. Out of Service Area Notification.

"EMS" shall notify Central Dispatch when they are out of the service area.

4. Term/Termination.

This Agreement shall commence on January 1, 2022 and shall continue for an initial term of five (5) years until January 1, 2027 (the "Initial Term"). This Agreement will automatically renew for an additional five (5) year term unless the "Municipalities" notify "EMS" six months prior to the expiration term of this agreement, in writing, of its desire to cancel this agreement. This Agreement may be terminated during the Initial Term or any Renewal Term at any time by mutual agreement of the parties or as otherwise provided by this Agreement.

The "Municipalities" may terminate this Agreement in the event that "EMS", or any agent or employee of "EMS" substantially violates or substantially fails to comply with any material term of this Agreement or any applicable law, rule, regulation, protocol, standard, guideline, operational procedure, or licensing requirement as such may be amended from time to time of any unit of government, including federal, state, county, or municipal governments or governing bodies, or any applicable branch. Termination under this paragraph shall be initiated by "EMS" receipt of written notice from the "Municipalities" of a statement of the "Municipalities" intention to effect termination and the reason or reasons for termination. "EMS" upon the first notice of violation of or failure to perform shall have a sixty (60) day period to cure the alleged violation or failure to comply. A second notice regarding the same alleged breach may be grounds for immediate termination of this agreement.

"EMS" may terminate this Agreement in the event that the "Municipalities", or any agent or employee of the "Municipalities", substantially violates or substantially fails to comply or maintain compliance with any material term of this Agreement or any applicable law, rule, regulation, protocol, standard, guideline, operational procedure, or licensing requirement as such may be amended from time to time of any unit of government, including federal, state, county, or municipal governments or governing bodies, or any applicable branch. Termination under this paragraph shall be initiated by the "Municipalities" receipt of written notice from "EMS" of a statement of "EMS" intention to effect termination and the reason or reasons for termination. The "Municipalities" upon the first notice of violation or failure to perform shall have a sixty (60) day period to cure any alleged violation or failure to comply. A second notice regarding the same alleged breach may be grounds for immediate termination of this Agreement.

5. Agreement Relative to Employees.

The "Municipalities" and "EMS" agree not to induce or solicit any employee of the other party to terminate employment during the term of this Agreement or for a period of one (1) year following termination of this Agreement.

6. Confidentiality.

Each party acknowledges that party and its agents and employees may have access to proprietary and confidential information of the other party (the "Proprietary Information"). Each party agrees that any use of the Proprietary Information for that party's benefit will cause irreparable harm to the other party. Subject to the "Municipalities" good faith compliance with the terms of the Michigan Freedom of Information Act, each party agrees that, during the term of this Agreement and following

termination of this Agreement, each party shall not disclose the Proprietary Information to any person, firm or corporation or sue, directly or indirectly, the Proprietary Information for that party's own benefit or for the benefit of any other person, firm or corporation, without the express written consent of the other party. In addition to any other remedies which may be available for breach of this Section 6, each party agrees that the aggrieved party shall also be entitled to injunctive relief to enforce the terms of this Section 6 and to the recovery of reasonable attorney's fees.

7. Insurance.

During the term of this Agreement "EMS" shall procure and maintain the following types of minimum coverage with carriers acceptable to the "Municipalities":

a. Worker's Compensation Insurance.

"EMS" shall maintain during the term of this Agreement worker's compensation insurance, including employers' liability coverage in accordance with all applicable statutes of the State of Michigan.

b. Commercial General Liability Insurance.

"EMS" shall maintain during the term of this Agreement commercial general liability insurance on an "occurrence basis" with limits of liability not less than Two Million Dollars (\$2,000,000) per occurrence and/or aggregate combined single limits, personal injury, bodily injury, and property damage. Coverage shall include the following extensions:

- (i) Contractual liability,
- (ii) Products and completed operations,
- (iii) Independent contractors' coverage, and
- (iv) Broad from general liability extensions and equivalent.

c. Professional Liability.

"EMS" shall maintain during the term of this Agreement professional liability insurance, with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

d. Motor Vehicle Liability.

"EMS" shall maintain during the term of this Agreement motor vehicle liability insurance, including Michigan No Fault coverage, with limits of liability to not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all

non-owned vehicles, and all hired vehicles.

"EMS" shall provide the "Municipalities" certificates and policies as listed below:

- (i) Two (2) copies of certificate of insurance for workers compensation insurance;
- (ii) Two (2) copies of certificate of insurance for general liability insurance;
- (iii) Two (2) copies of certificate of insurance for professional liability insurance;
- (iv) Two (2) copies of certificate of insurance for motor vehicle insurance;

If any of the above coverage's expire during the term of this Agreement "EMS" shall deliver renewal certificates and/or policies to the "Municipalities" at least ten (10) days prior to the expiration date.

The commercial general liability insurance, professional liability insurance and the motor vehicle insurance shall include an endorsement stating the following shall be an additional Insured; The "Municipalities", including all elected and appointed officials, all employees, agents, and volunteers, or others working on behalf of the "Municipalities" (the City and its Affiliates). This coverage shall be primary to the City and its Affiliates and not contributing with any other insurance or similar protection available to the City and its Affiliates, whether said other available coverage be primary, contributing, or excess.

8. Representations and Warranties of "EMS".

"EMS" represents and warrants that it has such licenses, permits and certificates from governmental authorities as required for operation of an emergency medical service and that it has been certified as a provider under Medicare and Medicaid.

9. Indemnification.

"EMS" agrees to defend, indemnify, and save harmless the "Municipalities", their elected and appointed officials, employees, agents and volunteers from any and all claims, costs, actions, causes of action, losses or expenses (including reasonable attorney's fees) ("Losses") directly or solely caused by the actions or omissions of any employees of the "Municipalities" rendering services pursuant to this Agreement. The indemnification provided under this Section 9 shall not apply to the extent that any Losses are actually reimbursed under any applicable insurance policy required under Section 7 of this Agreement.

10. Independent Contractors.

Under the terms of this Agreement, the "Municipalities" and "EMS" are independent contractors. Neither the "Municipalities" nor the "Municipalities" employees are agents, partners, joint venturers or employees of "EMS". Neither the "Municipalities" nor the "Municipalities" employees are entitled to the benefits provided by "EMS" to its employees. Nothing in this Agreement shall be construed to hold "EMS" responsible for any compensation, FICA, withholding tax, employment compensation or any other payment for which the "Municipalities" must answer on behalf of their employees. The "Municipalities" warrant that they shall have worker's compensation insurance to cover the actions of their employees during the entire term of this Agreement and any subsequent extensions. The "Municipalities" agree to indemnify and hold "EMS" harmless from any and all cost, expenses, claims or liabilities relating to the actions of, or injuries to the "Municipalities" who have provided emergency medical services prior to the Effective Date, whether those claims are based upon termination of employment or otherwise.

Neither "EMS" nor "EMS" employees are agents, partners, joint venturers or employees of the "Municipalities". Neither "EMS" nor "EMS" employees are entitled to the benefits provided by the "Municipalities" to their employees. Nothing in the Agreement shall be construed to hold the "Municipalities" responsible for any compensation, FICA, withholding tax, employment compensation or any other payment for which "EMS" must answer on behalf of its employees. "EMS" warrants that it shall have worker's compensation insurance to cover the actions of its employees during the entire term of this agreement and any subsequent extensions. "EMS" agrees to indemnify and hold the "Municipalities" harmless from any and all costs, expenses, claims or liabilities relating to the actions or, or injuries to, "EMS" employees. "EMS" agrees to submit to the "Municipalities" certificates of insurance demonstrating worker's compensation insurance coverage.

11. Subcontract Services.

"EMS" agrees to not subcontract any of its services or obligations under this Agreement to any person or entity with the exception of the periodic use of mutual aid services of other emergency ambulance service providers consistent with industry practice.

12. Successors and Assigns.

All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, beneficiaries, personal representatives, successors, transferees and assigns of the parties to this Agreement. This provision includes any subsequent purchaser of the EMS business operation

13. Entire Agreement.

This Agreement, any agreement to which it refers, and the Proposal contain all the terms of the agreement between the parties with respect to their subject matter and may be amended only by a writing signed by all of the parties to this Agreement. This Agreement replaces and supersedes the Original Agreement.

14. Severability.

If any clause, phrase, provision or portion of this agreement shall be or become invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this agreement, nor any clause, phrase, provision or portion of this agreement. In the event that any clause, phrase, provision or portion of this agreement is found to be invalid or unenforceable to any extent, that clause, phrase, provision or portion of this agreement shall be deemed amended so as to make the provision valid and enforceable.

15. No Waiver.

No waiver of a breach of this Agreement shall be deemed a waiver of any other breach of the same or any other provision of this Agreement.

16. Governing Law and Venue.

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan. Any action at law or equity arising out of or relating in any way to the rights and/or obligations of either party under the Agreement, shall be instituted only in the State and/or Federal Courts for the County of Barry, state of Michigan.

17. Third Parties.

This Agreement is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

18. Notices.

All notices, demands and requests by either party to the other shall be in writing and delivered in person or by mail at the addresses listed in the signature block below.

19. Termination.

This Agreement may be terminated by either party with cause with one hundred twenty (120) days written notice to the other party.

20. Signatures of Parties.

The parties to the Agreement, as of the date noted in the opening paragraph, have signed the following page to indicate their acceptance of the terms of this Ambulance Service Agreement.

(Signature Page)

Mercy Ambulance Service, Inc:

By: Robyn D Palmer
Signed: [Signature]
Date: 1-17-2022

City of Hastings:

By: Jane M Saurman, City Clerk
Signed: [Signature]
Date: 1-24-2022

Baltimore Township:

By: CHAD VAN DYCKIE
Signed: Chad Van Dyckie
Date: 1-19-2022

Rutland Charter Township:

By: LARRY WATSON
Signed: [Signature]
Date: 1/20/22

Carlton Township:

By: BRAD CARPENTER
Signed: Brad Carpenter
Date: 1-25-22

Hastings Charter Township:

By: JIM BROWN
Signed: [Signature]
Date: 1-17-2022

Hope Township:

By: Douglas A Peck
Signed: [Signature]
Date: 4-27-2022



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Recommendation re: Assistant City Manager

Meeting Date: August 25, 2025

Recommended Action:

Motion to proceed with developing an Assistant City Manager position and eliminating the office of the Director of Public Services.

Background Information:

The Director of Public Services position was vacated mid-February. A search for a new director was undertaken, which did not result in a successful hire. Due to substantial project workload, a temporary Special Projects Director position was created to assist with ongoing projects with the intent to re-evaluate the DPS director position at a later date.

The hiring pause has allowed us to better understand where our need gaps are. The superintendent positions lessen the direct need for oversight by the Director of technical and day-to-day operations. It has become apparent that there were many instances of duplication of effort in the director's position. We have also contracted out our engineering reviews, which have expedited the review process significantly.

All the above being said, there is a need for higher-level administrative oversight for the department. This includes areas such as hiring and management of human resources, long-term planning, spec development and bidding oversight, major equipment/project finance planning, interdepartmental coordination, and implementation of citywide goals. I do not believe this requires a full-time position.

Beyond the DPS department, there are other needs gaps. Council has wanted to focus on enhancing citizen education and awareness opportunities, including better public communication, strengthening relationships with schools and other civic groups, and making more information available. A public communications officer could be responsible for meeting many of these goals.



Regular Council Agenda Item Memorandum

I initially considered creating a position that would make up the public services tasks listed above as well as communications and special projects. Upon further consideration, I believe that we would need a more experienced candidate to carry that off successfully, which makes the role both more expensive to fill and more challenging to keep filled. Instead, I have designed the assistant city manager role to manage public communications and special projects while taking on some of the more straightforward DPS Director tasks that are currently on my plate. This will allow me to shift some of my responsibilities to this new position and free up more time for the other DPS roles.

The Public Services Director is established in our city charter; however, the charter allows for offices to be amended or removed by ordinance. If the council chooses to move forward, I will present an ordinance to remove the office of the DPS Director.

Financial Implications:

The cost of this change depends on who is hired for the position and what level of experience they have. I estimate this will cost less than \$10,000 above the presently budgeted wages.

Attachments:

- Proposed Assistant Manager Job Description

**CITY OF HASTINGS
JOB DESCRIPTION**

**ASSISTANT CITY MANAGER
Full Time, Exempt**

Supervised By: City Manager
Supervises: Subordinate departmental personnel

Position Summary:

Under the general direction of the City Manager, acts as the City Manager's deputy in a variety of administrative affairs and duties. Serves as Public Communications Director and manages special projects as assigned. May act as City Manager in their absence as directed.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

Advises and works cooperatively with the City Manager, City Attorney, department heads, City Council, and others to establish priorities; develop goals, strategic plans, and policies; and implement a variety of special projects.

Carries out various administrative assignments which may involve formulating policy, establishing procedures, and accounting for results. Researches information, prepares reports, and makes recommendations to the City Manager and City Council.

Acts as Public Communications Director, establishes and maintains effective relationships with residents, news media, City officials, employees, business representatives, volunteers, and other interests.

Exercises appropriate discretion and demonstrates professionalism in all circumstances.

Participates in the planning and coordination of capital improvement projects and assists other departments with their capital projects and related purchasing. Develops specifications and recommends items to be sold, purchased, or leased. Oversees the bidding process for purchases of equipment and services.

Serves as facilities coordinator for city hall and oversees contracts related to building management including HVAC maintenance, pest control, custodial service, etc.

Seeks and secures alternative funding sources such as grants, partnership agreements, and sponsorships.

Plans and implements special projects and programs in response to local directives or governmental mandates. Confers with and oversees the work of engineers, contractors, and other applicable parties concerning construction projects. Monitors projects through all phases, assuring conformance to plans, specifications, timetables, quality levels, and cost estimates. Conducts field and project inspections to ensure quality and efficiency.

Attends and presents at meetings as required. Represents the City on boards, commissions, and committees as directed by the City Manager.

Acts as the City Manager in their absence as appropriate and necessary.

Keeps abreast of legislative or regulatory developments and current issues. Maintains cooperative relations with peer agencies and other governmental units. Attends conferences, workshops, and seminars as appropriate.

Performs related work as required.

KNOWLEDGE, SKILLS, AND ABILITIES:

The requirements listed below are representative of the knowledge, skills, abilities, and minimum qualifications necessary to perform the essential functions of the position. A qualified individual with a disability must be able to perform the essential functions of the position with or without reasonable accommodation.

Bachelor's degree in public administration, business, finance, communication, or related area. Credentials beyond the degree requirement preferred, including professional certification and/or master's degree.

Minimum three (3) years of job-related experience with progressively increased management responsibility.

Knowledge of professional public management techniques involved in project management, communications and public relations, and community and employee relations.

Possess a high level of interpersonal skills. Able to use good judgment, initiative, and resourcefulness to communicate effectively with elected officials, boards and commissions, department heads, employees, volunteers, the public, and internal and external professional contacts through which the City conducts its business and affairs.

Proven ability to communicate effectively orally and in writing, and to make presentations in public forums. Ability to maintain favorable public relations. Skill in responding to public inquiries and internal requests with a high degree of diplomacy and professionalism.

Proven ability to think strategically, including providing leadership and direction on projects and in situations with undefined goals, expectations, or outcomes.

Demonstrated ability to persuade others and analyze complex information and to coordinate resources to accomplish organizational goals and objectives.

Possess excellent organizational skills and an ability to solve problems. Skill in organizing schedules and coordinating associated resources.

Ability to gather and analyze data and prepare accurate and timely reports, memoranda, letters, and responses to requests for information. Ability to communicate and present information effectively.

Demonstrates proficiency in the use of information technology including software applications related to areas of responsibility. Extensive knowledge of Microsoft Office programs and social media platforms.

Proven ability to maintain a professional leadership image to the organization and the public, both on and off duty. Ability to routinely demonstrate a commitment to the mission, vision and values of the City.

Ability to critically assess situations and solve problems, to work efficiently and under stress, and to perform within deadlines and with changing work priorities.

Ability to effectively train, lead, and motivate employees and to supervise and evaluate the work of others.

Possess a valid driver's license.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands and work environment characteristics described here are representative of those the employee encounters while performing the essential functions of the job. A qualified individual with a disability must be able to perform the essential functions of the position with or without reasonable accommodation.

While performing the duties of this job, the employee is regularly required to talk or hear. While performing the duties of this job, the employee is regularly required to communicate with others and view and produce written documents. The employee frequently is required to sit; use hands to finger, handle, or feel; and reach with hands and arms. The employee must frequently lift and/or move items of light weight.

While performing the duties of this job, the employee regularly works in an office setting. The employee may regularly be required to travel to multiple locations within the City, to other communities, and out of state. Duties may be performed in and around various facilities, businesses, and construction sites. The noise level in the work environment ranges from noisy in the field to quiet in the office. While working in the field, circumstances may occur that are dangerous. The employee may be exposed to uncontrollable environments and circumstances,



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 the month of April 2025

Staffing

Employed Recruit Brennan Sensiba started the police academy and is performing well with anticipated graduation in December. You may see Brennan from time to time at events but currently his job is to attend the academy and learn the basics of police work. Brennan will accompany the PD at events on some weekends and time off from school. Brennan will be our fifth officer sponsored by the City of Hastings. As previously reported, much of the cost associated with the past sponsorships were funded by the state grant. As of this report I have not received any information regarding the status of the grant for Brennan.

Ofc. Chojnacki has been assigned to Sgt. Rangel on the 6P-6A shift for the past rotation. He will be making the shift back to the 6A-6P shift and placed with Ofc. Brown to continue his Field Training. Ofc. Chojnacki is performing very well, and we anticipate him to complete the training program in mid-September.

I have posted the Detective position for the required five days. Following the expiration of the five days I will prepare for the testing procedure. We have not had a detective for some time and the task have fallen back to the officers along with the Deputy Chief and Myself. The Deputy Chief has done a great job as most of the tasks have fallen upon her to deal with. The Deputy Chief and I have been involved with cases that require us to attend court trials. We both love to get out of the office and do normal cop work, but the other requirements of our jobs remain. It will be exciting to see someone in this position as they learn and perform.

STATS

The past month officers responded to 553 calls for service, with a total of 21 arrests, 7 traffic accidents, and 2 non-traffic accidents. Officers issued a total of 19 citations, 11 being moving violations, 8 being Non-moving violations. Officers conducted a total of 95 traffic stops for the month of July.

RESERVE OFFICERS

The Reserve Department contributed 61.75 hours for the month of July. The Reserve Department is currently looking to bring on another person and has been conducting interviews.

TRAINING:

Several officers attended training at Kellogg Community College regarding Mental Health Awareness.

Officers have completed virtual training assigned to them and in compliance with the Continued Professional Education standard set by MCOLES.

School and kids

School is back in session and children are once again walking to and from school. Please keep the sidewalks clear from vehicles and other items. Be alert in your travels, especially prior to school and after school when children are present.

Be patient while driving in and around school zones. Be careful of traffic signals and slow down even if you have the green light. Do not disregard our crossing guards, you will not like the result.

Michigan Vehicle Code 257.613d Failure to stop for school crossing guard holding stop sign in upright position; misdemeanor; presumption.
Sec. 613d.

(1) A driver of a motor vehicle who fails to stop when a school crossing guard is in a school crossing and is holding a stop sign in an upright position visible to approaching vehicular traffic is guilty of a misdemeanor.

(2) In a proceeding for a violation of this section, proof that the particular vehicle described in the citation, complaint, or warrant was used in the violation, together with proof that the defendant named in the citation complaint or warrant was the registered owner of the vehicle at the time of the violation, constitutes in evidence a presumption that the registered owner of the vehicle was the driver of the vehicle at the time of the violation.

Officers will be monitoring and enforcing all traffic violations in and around the schools and intersections. Please help us keep children safe and spread the word to be patient, slow down, and obey directions from crossing guards.

Code Compliance report

Report attached

Respectfully submitted,

Dale Boulter

Chief of Police

HASTINGS CITY COUNCIL MONTHLY REPORT MONTH OF JULY 2025

From Hastings Police Department

Chief Dale Boulter

Total Complaints: 553

Total Arrests: 21

Adults 13 Poss. Of Meth-1, A&B Battery-5, R&O Police-2, Family strong arm-1, OUI Alc.-2, No insurance-1, Assault less than Murder-1.

Juveniles: 0.

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

Traffic Summary:

Traffic Accidents: 7

Property Damage: **5** Injuries: **2** Fatal: **0** Non-Traffic: **2.**

Tickets Issued: 19

Moving Violations Issued: **11**

Non-Moving Violations: **8**

POLICE VEHICLES

TOTAL MILES: **5,664**

TOTAL GALLONS OF FUEL USED: **624.73**

<u>VEHICLE</u>	<u>MILAGE</u>	<u>VEHICLE</u>	<u>MILAGE</u>
<u>41/2020 FORD</u>	<u>68,594</u>	<u>45/2018 FORD</u>	<u>46,630</u>
<u>42/2021 FORD</u>	<u>68,097</u>	<u>46/2022 FORD</u>	<u>49,944</u>
<u>43/2023 FORD</u>	<u>19,638</u>	<u>47/2023 FORD</u>	<u>24,165</u>
<u>44/2024 FORD</u>	<u>4,375</u>	<u>48/2016 FORD</u>	<u>94,791</u>
		<u>49/2015 FORD</u>	<u>21,778</u>

ADDITIONAL INFORMATION:

The Hastings Police Reserve officers worked a total of **61.75** hours for the month.

<u>CLASSIFICATION</u>	<u>CURRENT MONTH</u>	<u>PREVIOUS YEAR</u>	<u>YTD CURRENT</u>	<u>YTD PREVIOUS</u>	<u>YTD COMPARED</u>
FATAL ACCIDENTS	0	0	0	0	0
INJURY ACCIDENTS	2	1	17	17	0
P D ACCIDENTS	5	12	74	64	+10
NON-TRAFFIC	2	6	34	22	+12
SPEEDING	8	3	57	43	+14
OTHER HAZARDOUS	3	5	65	60	+5
NON-HAZARDOUS	8	19	98	96	+2
PARKING	7	10	194	103	+91
<u>TOTAL</u>	34	56	539	405	+134

Offense Count Report

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Report Criteria:

Start Offense	End Offense	Officer	
01000	99011	ALL	
JULY 2025	JULY 2024	YTD 2025	YTD 2024
07/01/2025-07/31/2025	07/01/2024-07/31/2024	01/01/2025-07/31/2025	01/01/2024-07/31/2024

Offense	Description	JULY 2025	JULY 2024	YTD 2025	YTD 2024
52003	WEAPONS OFFENSE - OTHER	0	1	3	3
53001	DISORDERLY CONDUCT	2	0	17	7
53002	PUBLIC PEACE - OTHER	0	0	6	3
54001	HIT & RUN MOTOR VEHICLE ACCIDENT	3	2	11	13
54002	OUIL OR OUID	2	1	17	14
54003	DRIVING LAW VIOLATIONS	4	4	24	31
55000	HEALTH AND SAFETY	2	15	48	62
57001	TRESPASS	0	0	7	3
57002	INVASION OF PRIVACY - OTHER	0	0	1	3
58000	SMUGGLING	0	0	0	1
62000	CONSERVATION	1	0	1	0
63000	VAGRANCY	0	1	0	1
70000	JUVENILE RUNAWAY	1	1	7	7
70004	JUVENILE ISSUES	4	3	34	24
72000	ANIMAL CRUELTY	0	0	0	1
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	2	0	8
75000	SOLICITATION	0	0	0	1
88000	Duplicate Charge	1	0	2	1
93001	PROPERTY DAMAGE ACCIDENT/PI	8	13	93	95
93002	ACCIDENT NON-TRAFFIC	2	6	35	24
93004	PARKING VIOLATION	2	1	5	11
93005	ABANDONED VEHICLES	0	5	8	26
93006	IMPOUNDED VEHICLES	3	5	10	9
94002	FALSE ALARMS	17	15	114	113
94003	CODE VIOLATIONS	0	26	17	256
95001	SEX OFFENDER REGISTRATION OR ADDRESS VERIFICATION	9	6	66	69
95002	SEX OFFENDER ADDRESS VERIFICATION	0	0	2	1
97006	ACCIDENT OTHER	0	2	0	3
97008	NOISE ORDINANCE VIOLATIONS	7	11	20	17
97009	BARKING DOG	0	3	21	8
98003	PROPERTY INCLUDES PAROL INSPECTIONS	0	1	20	11
98004	OTHER INSPECTIONS	10	16	71	134
98006	CIVIL MATTER DISPUTE-FAMILY TROUBLE	40	29	246	227
98007	SUSPICIOUS SITUATIONS	104	92	604	548
98008	LOST AND FOUND	10	8	55	46
99001	SUICIDE-INCLUDES ATTEMPTS	4	6	25	23
99002	NATURAL DEATH	1	3	5	9
99003	MISSING PERSON-ADULT ONLY	1	1	4	2
99005	PURCHASE PERMIT	6	3	47	36
99006	GUN REGISTRATION	9	3	64	51
99007	PUBLIC RELATIONS ACTIVITIES	0	0	1	1
99008	ASSIST OTHER AGENCIES	22	14	115	95
99009	GENERAL NON-CRIMINAL	228	204	1273	1342
99011	MULTIPLE ARRESTS	0	0	1	0
Totals:		575	546	3457	3716

Offense Count Report

Page: 1

Report Criteria:

Start Offense	End Offense	Officer	
01000	99011	ALL	
JULY 2025	JULY 2024	YTD 2025	YTD 2024
07/01/2025-07/31/2025	07/01/2024-07/31/2024	01/01/2025-07/31/2025	01/01/2024-07/31/2024

Offense	Description	JULY 2025	JULY 2024	YTD 2025	YTD 2024
01000	SOVEREIGNTY	0	0	0	1
03000	IMMIGRATION	0	0	1	0
10001	KIDNAPPING/ABDUCTION	0	0	0	2
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	3	1
11002	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	2	2
11007	SEXUAL CONTACT FORCIBLE CSC2	0	1	0	3
11008	SEXUAL CONTACT FORCIBLE CSC4	1	0	3	2
12000	ROBBERY	0	1	1	1
13001	NONAGGRAVATED ASSAULT	12	5	64	63
13002	AGGRAVATED/FELONIOUS ASSAULT	6	1	11	8
13003	INTIMIDATION/STALKING	2	2	8	11
21000	EXTORTION	0	0	1	0
22001	BURGLARY - FORCED ENTRY	2	0	8	3
22002	BURGLARY - ENTRY W/OUT FORCE(INTENT	2	0	4	1
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	2	1	4	2
22004	POSSESSION OF BURGLARY TOOLS	0	0	1	0
23003	LARCENY - THEFT FROM BUILDING	4	0	12	7
23004	LARCENY - THEFT FROM COIN OPERATED	0	0	2	0
23005	LARCENY - THEFT FROM MOTOR VEHICLE	0	1	17	6
23006	LARCENY - THEFT OF M. VEHICLE PARTS	0	0	0	3
23007	LARCENY - OTHER	4	2	34	13
24001	MOTOR VEHICLE THEFT	0	1	3	3
24002	MOTOR VEHICLE AS STOLEN PROPERTY	0	2	1	2
25000	FORGERY/COUNTERFEITING	1	0	5	6
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	3	6
26002	FRAUD - CREDIT CARD/ATM	1	2	5	6
26003	FRAUD - IMPERSONATION	0	0	1	2
26005	FRAUD - WIRE	0	0	5	3
26006	FRAUD - BAD CHECKS	7	0	7	4
26007	FRAUD - IDENTITY THEFT	1	1	3	5
26008	FRAUD - HACKING/COMPUTER INVASION	0	0	0	1
27000	EMBEZZLEMENT	0	0	1	2
28000	STOLEN PROPERTY	1	0	1	1
29000	DAMAGE TO PROPERTY	5	2	25	32
30002	RETAIL FRAUD - THEFT	1	3	6	16
35001	VIOLATION OF CONTROLLED SUBSTANCE	1	7	10	30
35002	NARCOTIC EQUIPMENT VIOLATIONS	0	0	2	1
36002	SEXUAL PENETR'N NONFORCIBLE OTHER	1	0	1	0
36004	SEX OFFENSE - OTHER	0	1	9	6
37000	OBSCENITY	0	0	2	2
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	3	5
38003	FAMILY - OTHER	0	0	0	1
41002	LIQUOR VIOLATIONS - OTHER	2	0	3	2
48000	OBSTRUCTING POLICE	5	0	14	10
49000	ESCAPE/FLIGHT	0	0	0	1
50000	OBSTRUCTING JUSTICE	11	10	71	97
52001	WEAPONS OFFENSE - CONCEALED	0	0	0	3

City of Hastings
Code Compliance Officer
July 2025 Activity Report



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

Investments & Deposits Status Report as of July 31, 2025

Institution	Account Description	Balance	Interest Rate
Flagstar	Common Cash (Primary Checking)	\$ (22,801.78)	0.43%
	<i>Note: Overdraft on Common Cash a result of vendor-initiated ACH transactions completed on 7/31/25 when expected on 8/1/25. No penalty assessed by Flagstar for overdraft, which was corrected by transfer from Savings on 8/1/25</i>		
	Payroll	\$ 17,508.18	0.45%
	Savings	\$ 2,922,993.42	3.40%
	**Tax Collection	\$ 1,171,551.86	N/A
	Total	\$ 4,089,251.68	
	<i>** Includes funds collected on behalf of other governmental agencies</i>		
Highpoint	Common Cash	\$ 46,597.62	N/A
	Drug Enforcement	\$ 18,211.94	N/A
	Library PayPal	\$ 500.00	N/A
	*Tax Collection	\$ 48,721.18	N/A
	Total	\$ 114,030.74	
	<i>* Includes funds collected on behalf of other governmental agencies</i>		
Michigan CLASS	General Fund (Pooled)	\$ 6,634,501.76	4.3727%
	Water & Sewer	\$ 609,642.33	4.3727%
	Equipment Fund	\$ 309,643.73	4.3727%
	Total	\$ 7,553,787.82	
American Dep Mgmt Co	Money Market Account	\$ 4,015,781.97	4.22%
	Total	\$ 4,015,781.97	
Total, All Investments & Deposits		\$ 15,772,852.21	

Institution	Balance	% of Total
Flagstar	\$ 4,089,251.68	25.9%
Highpoint	\$ 114,030.74	0.7%
Michigan CLASS	\$ 7,553,787.82	47.9%
American Dep Mgmt Co	\$ 4,015,781.97	25.5%
Total	\$ 15,772,852.21	

Type of Investment or Deposit	Balance	% of Total
Interest	\$ 14,487,269.61	91.8%
Non-Interest	\$ 1,285,582.60	8.2%
Total	\$ 15,772,852.21	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2025

THIS YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
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FUND 101 - GENERAL FUND

REVENUE

TAXES	.00	3,746,294	0.00%	272,332.32	3,638,300	7.00%
SPECIAL ASSESSMENTS	.00	43,650	0.00%	877.94	32,500	3.00%
LICENSES & PERMITS	1,210.66	17,775	7.00%	1,164.17	19,250	6.00%
FEDERAL REVENUES	.00	0	0.00%	.00	236,216	0.00%
STATE SHARED REVENUES	(163,990.30)	1,153,016	(14.00%)	.00	1,139,391	0.00%
INTERGOVERNMENTAL REVENUES	241,519.92	570,000	42.00%	.00	923,228	0.00%
CHARGES FOR SERVICES	2,700.37	646,150	0.00%	4,427.04	668,100	1.00%
FINES & FORFEITURES	342.70	10,000	3.00%	435.50	8,500	5.00%
INTEREST AND RENTALS	10,376.92	430,840	2.00%	33,065.19	335,400	10.00%
OTHER REVENUE	456.80	73,500	1.00%	1,331.00	451,300	0.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%

TOTAL REVENUE & INCOMING TRANSFERS	92,617.07	6,691,225	1.00%	313,633.16	7,452,185	4.00%
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EXPENDITURES

CITY COUNCIL	1,126.32	77,525	1.00%	33,804.28	82,326	41.00%
MAYOR	716.66	16,445	4.00%	1,665.05	14,811	11.00%
CITY MANAGER	14,336.62	201,801	7.00%	20,940.81	192,810	11.00%
FINANCE DEPARTMENT	26,817.24	431,096	6.00%	25,282.24	396,945	6.00%
CLERK	8,352.88	121,552	7.00%	11,113.33	117,396	9.00%
INFORMATION TECHNOLOGY	(80.68)	271,100	0.00%	32,721.37	244,000	13.00%
BOARD OF REVIEW	.00	2,612	0.00%	1.26	2,512	0.00%
TREASURER	6,354.01	95,730	7.00%	6,829.99	83,928	8.00%
ASSESSOR	11,975.90	197,742	6.00%	10,900.82	171,282	6.00%
ELECTIONS	.00	57,681	0.00%	119.86	56,368	0.00%
CITY HALL & GROUNDS	8,048.73	523,500	2.00%	7,194.00	158,950	5.00%
LEGAL AND AUDIT	.00	73,500	0.00%	.00	70,000	0.00%
OTHER GENERAL GOVERNMENT	1,995.51	568,147	0.00%	355,497.63	588,415	60.00%
POLICE	141,164.96	2,327,377	6.00%	205,023.22	2,099,689	10.00%
CODE COMPLIANCE	2,786.95	55,660	5.00%	4,135.98	50,962	8.00%
FIRE DEPARTMENT	36,188.72	614,032	6.00%	57,770.68	524,545	11.00%
INSPECTIONS	.00	65,000	0.00%	.00	100,000	0.00%
DEPT OF PUBLIC SERVICE ADMIN	13,848.59	191,890	7.00%	13,976.88	159,240	9.00%
PARKING LOTS - NON SAD	462.09	21,000	2.00%	559.68	23,000	2.00%
PARKING LOTS - SAD	472.08	31,460	2.00%	368.63	267,500	0.00%
STREET LIGHTING	7,986.93	118,000	7.00%	9,649.00	99,500	10.00%
COMMUNITY SERVICES	8,987.06	389,399	2.00%	9,919.13	300,355	3.00%
BROWNFIELD GRANT	.00	0	0.00%	.00	0	0.00%
PLANNING AND ZONING	110.97	17,736	1.00%	103.59	18,685	1.00%
JOINT PLANNING & ZONING	.00	100	0.00%	.00	400	0.00%
COMMUNITY & ECONOMIC DEVELOPMNT	10,953.61	160,957	7.00%	14,878.98	143,143	10.00%

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2025

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

COMMUNITY DEVELOPMENT GRANTS	.00	100	0.00%	20,973.50	65,100	32.00%
CABLE ACCESS	783.89	12,422	6.00%	1,219.56	13,776	9.00%
PARKS AND RECREATION	30,881.49	542,581	6.00%	30,037.10	1,344,325	2.00%
ARTS AND CULTURAL ACTIVITIES	968.77	41,840	2.00%	3,952.77	81,526	5.00%
OTHER FINANCING USES	.00	281,624	0.00%	.00	549,696	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	335,239.30	7,509,609	4.00%	878,639.34	8,021,185	11.00%
NET REVENUE OVER EXPENDITURES	(242,622.23)	(818,384)		(565,006.18)	(569,000)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2025

THIS YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
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FUND 202 - MAJOR STREETS

REVENUES	62,508.20	841,849	7.00%	63,983.36	1,235,556	5.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	225,000	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	62,508.20	841,849	7.00%	63,983.36	1,460,556	4.00%
EXPENDITURES	39,036.96	805,878	5.00%	34,602.76	1,593,169	2.00%
OUTGOING TRANSFERS	.00	150,000	0.00%	.00	150,000	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	39,036.96	955,878	4.00%	34,602.76	1,743,169	2.00%
NET REVENUE OVER EXPENDITURES	23,471.24	(114,029)		29,380.60	(282,613)	

FUND 203 - LOCAL STREETS

REVENUES	25,447.62	370,551	7.00%	25,858.13	373,772	7.00%
INCOMING TRANSFERS	.00	250,000	0.00%	.00	300,000	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	25,447.62	620,551	4.00%	25,858.13	673,772	4.00%
EXPENDITURES	35,785.29	688,525	5.00%	55,665.77	721,691	8.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	35,785.29	688,525	5.00%	55,665.77	721,691	8.00%
NET REVENUE OVER EXPENDITURES	(10,337.67)	(67,974)		(29,807.64)	(47,919)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2025

	THIS YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
<i>FUND 209 - CEMETERY FUND</i>						
REVENUES	1,250.00	235,401	1.00%	22,074.71	273,779	8.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	1,250.00	235,401	1.00%	22,074.71	273,779	8.00%
EXPENDITURES	29,688.96	178,883	17.00%	5,353.50	312,362	2.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	29,688.96	178,883	17.00%	5,353.50	312,362	2.00%
NET REVENUE OVER EXPENDITURES	(28,438.96)	56,518		16,721.21	(38,583)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2025

	THIS YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
<i>FUND 243 - BROWNFIELD REDEVELOPMENT AUTH</i>						
REVENUES	.00	140,450	0.00%	236.92	63,200	0.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	.00	140,450	0.00%	236.92	63,200	0.00%
EXPENDITURES	.00	41,000	0.00%	.00	45,000	0.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	.00	41,000	0.00%	.00	45,000	0.00%
NET REVENUE OVER EXPENDITURES	.00	99,450		236.92	18,200	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2025

	THIS YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
<i>FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY</i>						
REVENUES	24.62	836,300	0.00%	7,685.94	807,950	1.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	24.62	836,300	0.00%	7,685.94	807,950	1.00%
EXPENDITURES	247,919.23	789,229	31.00%	4,946.87	883,391	1.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	247,919.23	789,229	31.00%	4,946.87	883,391	1.00%
NET REVENUE OVER EXPENDITURES	(247,894.61)	47,071		2,739.07	(75,441)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2025

THIS YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
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FUND 265 - DRUG ENFORCEMENT

REVENUES	.00	0	0.00%	20.00	2,500	1.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	.00	0	0.00%	20.00	2,500	1.00%
EXPENDITURES	.00	5,000	0.00%	.00	5,600	0.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	.00	5,000	0.00%	.00	5,600	0.00%
NET REVENUE OVER EXPENDITURES	.00 (5,000)			20.00 (3,100)		

FUND 266 - POLICE TRAINING

REVENUES	.00	3,600	0.00%	17.06	3,400	1.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	.00	3,600	0.00%	17.06	3,400	1.00%
EXPENDITURES	.00	6,800	0.00%	.00	4,900	0.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	.00	6,800	0.00%	.00	4,900	0.00%
NET REVENUE OVER EXPENDITURES	.00 (3,200)			17.06 (1,500)		

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2025

	THIS YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
FUND 271 - LIBRARY FUND						
OPERATIONS						
OPERATING REVENUES	65,462.36	709,941	9.00%	37,487.53	673,516	6.00%
OPERATING INCOMING TRANSFERS						
TOTAL OPERATING REV & IN TRNSFRS	65,462.36	709,941	9.00%	37,487.53	673,516	6.00%
OPERATING EXPENDITURES	53,229.55	713,969	7.00%	85,029.51	656,799	13.00%
OPERATING OUTGOING TRANSFERS						
TOTAL OPERATING EXP & OUT TRNSFRS	53,229.55	713,969	7.00%	85,029.51	656,799	13.00%
NET OPERATING REV OVER EXP	12,232.81	(4,028)		(47,541.98)	16,717	
CAPITAL IMPROVEMENTS						
CAP IMPRVMT EXPENDITURES	.00	0	0.00%	.00	0	0.00%
CAP IMPRVMT OUTGOING TRANSFERS						
TOTAL CAP IMPRVMT EXP & OUT TRNSFRS	.00	0	0.00%	.00	0	0.00%
NET CAP IMPRVMT REV OVER EXP	.00	0		.00	0	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2025

	THIS YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
<i>FUND 592 - WATER & SEWER FUND</i>						
REVENUES	424,791.63	4,917,542	9.00%	396,366.02	4,900,690	8.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	424,791.63	4,917,542	9.00%	396,366.02	4,900,690	8.00%
EXPENDITURES	236,300.54	4,779,048	5.00%	208,608.45	4,632,941	5.00%
OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	236,300.54	4,779,048	5.00%	208,608.45	4,632,941	5.00%
NET REVENUE OVER EXPENDITURES	188,491.09	138,494		187,757.57	267,749	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 1 MONTHS ENDING JULY 31, 2025

	THIS YEAR FISCAL YTD 31-JUL-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-JUL-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
<i>FUND 661 - EQUIPMENT REVOLVING FUND</i>						
REVENUES	80,290.06	870,000	9.00%	51,835.92	908,000	6.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	80,290.06	870,000	9.00%	51,835.92	908,000	6.00%
EXPENDITURES	20,188.88	534,080	4.00%	42,566.71	626,963	7.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	20,188.88	534,080	4.00%	42,566.71	626,963	7.00%
NET REVENUE OVER EXPENDITURES	60,101.18	335,920		9,269.21	281,037	



Hastings City Council Memorandum

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

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

Planning Commission

The Planning Commission will be conducting a public hearing during the September 2, 2025, meeting to review and consider site plan and special use permit approval for the construction of a multi-bay auto service center at 1504 South Hanover. The proposed project is affiliated with Broadmoor Motors. The Planning Commission will also be conducting a preliminary site plan review for 420 E Mills PUD to include daycare as a permitted use as well as the reorientation of buildings to accommodate underground and overhead utilities. Both the use and the reorientation of the buildings are classified as a major change to the PUD.

Downtown Development Authority Strategic Plan

The DDA will be kicking off the development of a strategic plan on Thursday August 21st. Public engagement will be an integral component of the plan development process. Please feel free to share public engagement ideas with the Downtown Development Authority board.

Hastings Business Connection

The Downtown Business Team has rebranded and is now the Hastings Business Connection. Please check out their website at explorehastingsmi.com.

DDA Façade Grant Program

The DDA façade grant program funds exterior renovations for commercial buildings located in the DDA district. Funding up to \$10,000 is available. The program requires a 50% matching contribution by the property/business owner. For more information, contact the Community Development Department.



Upcoming Events

Michigan Cyclocross September 14
Barry Roubaix Fall Fondo October 12
Youth Advisory Council Roof Sit October 18

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: The City Council

From: Robet Neil, Street Superintendent

Subject: July monthly report

Meeting Date: Aug 25th, 2025

Ongoing Projects happening at the DPS:

- 🚧 Dps crews have placed approx. 20 tons of hot asphalt
- 🚧 Dps crews have placed 15 yards of concrete in various places
- 🚧 All Fire Hydrants that were out of service have now been replaced, will be reassessed during fall flushing in October.
- 🚧 Valve exercising is continuing as weather and staffing permits
- 🚧 New Curb and Dub-Down replaced at the corner of W. Grand St. and S. Park St.
- 🚧 Some roadside tree trimming has started and will continue through the month of August and Sept.
- 🚧 New Salt storage shed to begin Sep 2nd tentatively with a completion in late Oct Early Nov.

Future Projects

- 🚧 Major St Patching scheduled for the end of August
- 🚧 Pickle ball court resurfacing is scheduled to start the end of August
- 🚧 Complete major street patching to prepare for Chipseal project
- 🚧 Prepare for street line painting
- 🚧 Start scheduling for lead services project
- 🚧 Lead service project to begin after Labor Day
- 🚧 Catch basin/Manhole repair

Rob Neil- Street Superintendent



Fire hydrant replacement at Hidden Valley Estates



Preparing for pickleball courts



Grand and Park
Before



In process of pouring 8 yards of concrete at Grand St and Park St.



Grand and Park
After



Northside after



North side before



Salt storage Site ready for construction

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

**Riverside Cemetery Preservation Advisory Board Meeting Minutes
August 13, 2025**

1. Call to Order: Meeting called to order at 3pm by Chairperson J Buehl
2. Roll Call: Present; Buehl, Tossava, Gettys, Perin. Late: Watson arrived at 3:25pm
Absent: Coleman and Neil.
3. Pledge of Allegiance.
4. Approval of the Agenda.

Motion by Tossava and supported by Gettys to approve the Agenda for the Riverside Cemetery Preservation Advisory Board for August 13, 2025. All ayes, motion carried.
5. Approval of the Minutes of the meeting of June 11, 2025.

Motion by Tossava and supported by Perin to approve the minutes from June 11, 2025, of the Riverside Cemetery Preservation Advisory Board meeting. All ayes, motion carried.
6. Public comment and communications.

None
7. Sexton Update

Josh was not present to give update. Note we need a quote for the fence repair on the South side.
8. Unfinished Business.

A. Quote for Memorial Space Flagpole installation and new burial sections to seek funding through BCF.

Motion by Tossava to approve the flagpole installation by Josh Wickham to be funded by the Barry Community Foundation Fund. Supported by Gettys. All ayes, motion passed.

Motion by Tossava to approve the new burial section on the West side behind the

existing memorial space to be funded by the Barry Community Foundation Fund paid directly to Josh Wickham as long as no additional bids will need to be submitted per the City Manager. Supported by Gettys. All ayes, motion passed.

B. Fence replacement-Status of quote.

Josh provided an estimate via text but we will need a formal quote to have repairs done.

9. New Business

A. Barry Community Foundation (BCF) Funds Reports for June to July 2025.

B. City Cemetery Fund FY 25-26 Revenues and Expenditures through July 2025.

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

10. Board member comments.

Board has agreed to meet 3 times per year. October, March and July starting on October 8, 2025.

11. Public Comment.

None

12. Adjourn

Motion by Watson and supported by Gettys to adjourn meeting at 3:35 PM. Next meeting will be October 8, 2025

Guidelines for Public Comment

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

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

City of Hastings
Downtown Development Authority
DRAFT Meeting Minutes
August 21, 2025

1. Meeting Call to Order and Roll Call—

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

Roll Call –

Present: Albrecht, Baker, Button, Hatfield, Peterson, Schantz, Tossava, Wiswell, Woods

Absent:

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

Others Present: Mitch Foster and Torri Mathes (Double Haul Solutions)

2. Pledge to the Flag

3. Approval/Additions/Deletions to Agenda –

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

All ayes motion carried

4. Approval of Minutes –

Motion by Wiswell, second by Hatfield, to approve the minutes of the July 17, 2025, DDA Meeting.

All ayes motioned carried.

5. Financial Statements & Budget for Review –

King said the budget has been updated through July 31, 2025.

6. Façade and BEIG Update-

King said the façade grant spreadsheet has been updated through July 31, 2025.

7. Open Public Comment and Discussion – None

8. Old Business- None

9. New Business

A. Strategic Plan Presentation by Double Haul Solutions

Foster and Mathes from Double Haul Solutions gave a presentation and got feedback from the DDA Board about the DDA Strategic Plan.

B. Façade Grant Reimbursement for Razor's Edge, 112 E. Court St.

King said the work has been completed and is subject to reimbursement.

C. Façade Grant Reimbursement for Troy Dalman, 128 W. Mill St.

King said the work has been completed and is subject to reimbursement.

10. DDA Member Comment –

Woods said Welton Media has been hired to create new video content for the DDA and is expected to start this weekend.

King said city staff met with MDOT and reconstruction of W. State Street between Broadway and Cook Road is scheduled for 2028. MDOT will reconstruct with existing conditions. Public input will help determine traffic calming enhancements and/or lane reduction.

King also gave an update on the potential of a Meijer in Rutland Township and progress on Riverwalk Lofts on Mill Street.

11. Open Public Comment and Discussion – None

12. Adjournment

Motion by Hatfield, second by Baker, to adjourn.

All ayes motion carried.

Meeting adjourned at 10:13 a.m.

Patty Woods, Chair

Deb Button, Secretary

Prepared by: Sandra Ponsetto, City of Hastings