



Regular Council Meeting
October 27, 2025
Executive Summary

Item #	Summary
9A-C	Description: Items for Action by Unanimous Consent Recommended Action: Motion to approve the consent agenda as presented.
10A	Description: Ordinance 633 – Three and Four Family Dwelling Recommended Action: Motion to adopt Ordinance 633 regarding text amendment to Chapter 90, Article 90-VI to add Division 90-VI-6A, Sections 90-350 through 90-357 pertaining to a 3-4 Family Overlay District as recommended by the Planning Commission on October 6, 2025.
10B	Description: EMS billing agreement Recommended Action: Motion to authorize the City Clerk to execute the Billing Services Agreement and Business Associate Addendum with EMS Management and Consultants, Inc. as presented.
10C	Description: Resolution to amend fee schedule Recommended Action: Motion to adopt Resolution 2025-25 to amend the fee schedule for the City of Hastings, effective November 1, 2025.



City of *Hastings* Michigan

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

201 E. State Street 49058

Item #	Summary
10D	Description: Turn Out Gear purchase Recommended Action: Motion to approve the purchase of two complete sets of firefighting protective clothing from Axes and Iron in the amount of \$9,090.
10E	Description: Joint Council/BRA Meeting Recommended Action: Motion to schedule a Joint City Council/Brownfield Authority Board Workshop Meeting for Wednesday, November 5, 2025 at 6:30 PM.

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Agenda
October 27, 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 October 13, 2025, regular meeting
- ✓ 6. Public Hearings: (None)
7. Public Comment:
8. Formal Recognitions and Presentations:
 - A. Presentation from Dave Hatfield, Barry County Commissioner.
- ✓ 9. Items for Action by Unanimous Consent:
 - * A. Consider approval, under direction of staff, the American Legion Post 45 to conduct the annual Veteran's Day Ceremony at the Veteran's Memorial in Tyden Park on Tuesday, **November 11, 2025, from 10:30 AM until 12:00 PM.**
 - * B. Consider approval, under direction of staff, the request from Gail Lowe to utilize a designated tree at the Thornapple Plaza as the first annual Barry County Memorial Tree.
 - * C. Receive and place on file nine (9) invoices totaling **\$427,307.17.**
- ✓ 10. Items of Business:
 - * A. Conduct second reading and consider adoption of **Ordinance 633** regarding text amendment to Chapter 90, Article 90-VI to add Division 90-VI-6A, Sections 90-350 through 90-357 pertaining to a 3-4 Family Overlay District as recommended by the Planning Commission on October 6, 2025.
 - * B. Consider authorizing the City Clerk to execute the Billing Services Agreement and Business Associate Addendum with EMS Management and Consultants, Inc. as presented.

- * C. Consider adoption of **Resolution 2025-25** to amend the fee schedule for the City of Hastings, effective November 1, 2025.
- * D. Consider approval of the purchase of two complete sets of firefighting protective clothing from Axes and Iron in the amount of **\$9,090.**
- * E. Consider scheduling a Joint City Council/Brownfield Authority Board Workshop Meeting for **Wednesday, November 5, 2025 at 6:30 PM.**

11. Staff Presentations and Policy Discussions:

- A. Citizen's Academy Update

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. Street Superintendent Neil Monthly Report

✓ 13. Reports and Communications:

- * A. City of Hastings Downtown Development Authority DRAFT Meeting Minutes – October 16, 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 Meeting Minutes
October 13, 2025

1. Special 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, King, Neil, Perin, and Robins
3. Pledge to the flag
4. Approval of agenda

Motion by McLean, with support from Resseguie, to amend the agenda to replace item 10.G with Amendment to Modification to Interlocal Agreement.
All ayes. Motion carried.
5. Approval of the minutes
 - A. Consider approval of the September 22, 2025, regular meeting minutes.

Motion by Resseguie, with support from Devroy, to approve the September 22, 2025, regular meeting minutes.
All ayes. Motion carried.
 - B. Consider approval of the September 22, 2025, closed session minutes.

Motion by Barlow, with support from Brehm, to approve the September 22, 2025, closed session minutes.
All ayes. Motion carried.
 - C. Consider approval of the September 29, 2025, special meeting minutes.

Motion by Stenzelbarton, with support from McLean, to approve the September 29, 2025, special meeting minutes.
All ayes. Motion carried.
6. Public Hearings: (None)

7. Public Comment:

Comments from Sommer Robertson, Hastings resident, requesting to amend City Ordinance on keeping of animals, and to update the Ordinance to reflect State House Bill.

8. Formal Recognitions and Presentations:

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

9. Items for Action by Unanimous Consent:

A. Receive and place on file fourteen (14) invoices totaling **\$613,407.30**.

Motion by McLean, with support from Devroy, to receive and place on file fourteen (14) invoices totaling **\$613,407.30**.

All ayes. Motion carried.

10. Items of Business:

A. Conduct second reading and consider adopting **Ordinance 632** and to approve the final site plan as presented.

Motion by Brehm, with support from Resseguie, to adopt **Ordinance 632** and to approve the final site plan as presented.

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

Nays: None

Absent: None

Motion carried.

B. Conduct first reading of **Ordinance 633** pertaining to text amendment to Chapter 90, Article 90-VI to add Division 90-VI-6A, Sections 90-350 through 90-357 pertaining to the 3-4 Family Overlay District as recommended by the Planning Commission on October 6, 2025.

Discussion held regarding the definition of "gentle density." Added discussion on legal non-conforming language.

C. Consider accepting the proposal from Allied Mechanical Services, and to approve a construction contract for the wastewater treatment plant improvements Final Clarifier #2 project in the amount of \$494,000 with a contingency of \$24,700 for a total authorized cost of **\$518,700**.

Motion by Stenzelbarton, with support from Barlow, to accept the proposal from Allied Mechanical Services, and to approve a construction contract for the wastewater treatment plant improvements Final Clarifier #2 project in the amount of \$494,000 with a contingency of \$24,700 for a total authorized cost of **\$518,700**.

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

Nays: None

Absent: None

Motion carried.

- D. Consider approving an additional \$10,000 for design and bidding oversight and construction administration and inspection engineering for Final Clarifier #2 project by Moore & Bruggink for a total of **\$44,000**.

Motion by McLean, with support from Devroy, to approve an additional \$10,000 for design and bidding oversight and construction administration and inspection engineering for Final Clarifier #2 project by Moore & Bruggink for a total of **\$44,000**.

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

Nays: None

Absent: None

Motion carried.

- E. Consider approval of street line painting by Michigan Pavement Markings for **\$35,907**.

Motion by McLean, with support from Devroy, to approve street line painting by Michigan Pavement Markings for **\$35,907**.

Discussion held with Rob Neil.

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

Nays: None

Absent: None

Motion carried.

- F. Consider approval of the proposal by SME for incentive design services in the amount of **\$5,500**.

Motion by Devroy, with support from McLean, to approve the proposal by SME for incentive design services in the amount of **\$5,500**.

Discussion held with Sarah Moyer-Cale.

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

Nays: None

Absent: None

Motion carried.

- G. Consider amendment for modification to Interlocal Agreement.

Motion by Stenzelbarton, with support from Brehm, to approve the modified Interlocal Agreement with Hastings Area School System, to authorize the Mayor and Clerk to sign, and to authorize any further non-substantive modifications to the document as approved by the city attorney.

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

Nays: None

Absent: None

Motion carried.

- H. Consider approving staff to provide notice that we are accepting letters of interest for the property at 133 E State Street and to approve the City Manager to negotiate a purchase and development agreement with interested developers.

Motion by Brehm, with support from Stenzelbarton, to approve staff to provide notice that we are accepting letters of interest for the property at 133 E State Street and to approve the City Manager to negotiate a purchase and development agreement with interested developers.

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:

Received draft from McGrath Consulting Group on EMS services report which is being reviewed internally.

Received 17 applications to date for the Assistant City Manager position.

A. Fire Chief Jordan Monthly Report

Rob Neil presented in place of the absent Chief Jordan. Spoke about Fire Prevention Month, listing four ways to help with personal fire safety: 1. Change batteries in smoke detectors; 2. Set safe designated meeting spot; 3. Remember to call 911; 4. Contact Fire Department if you need smoke detectors at no cost.

B. Library Director Edelman Monthly Report

13. Reports and Communications:

- A. Hastings Public Library Board of Trustees DRAFT Minutes – September 8, 2025
- B. Hastings Public Library Board of Trustees DRAFT Minutes – October 6, 2025
- C. YMCA Updates for the City of Hastings – September 24, 2025
- D. Rutland Charter Township/City of Hastings Joint Planning Commission DRAFT

Minutes – September 17, 2025

E. Thornapple River Trail Stakeholders Meeting Minutes – September 22, 2025

Motion by Brehm, with support from Barlow, to accept and place on file items A-E.
All ayes. Motion carried.

14. Public Comment:

Comments from Greg Taylor, from Copper Rock Construction, thanking the City Council for the Special Council Meeting on September 29, 2025, for PUD modifications. The CEO of Michigan Economic Development Corporation (MEDC) will be touring the project in November.

15. Mayor and Council comment:

Comments from Devroy, sharing thoughts on the Mayor Exchange with Lowell, and how much money they have received from marijuana revenue that goes to road funding. She was also impressed with Lowell's electrical utility.

Comments from McLean, asking why Hastings opted out of Recreational Marijuana licensing. Councilmember Resseguie provided background.

Comments from Stenzelbarton, reporting that the traffic signal on Mill Street is still blinking, and asked Rob Neil when it will be fixed. Rob Neil replied that they are waiting on a qualified contractor. Stenzelbarton also asked if there was any grant available to businesses for façade improvement. Moyer-Cale confirmed that is so, and recommended speaking to Dan King for more details.

Comments from Rocha, asking for the best method to have an item placed on Council Agenda. He would like to follow-up on the Chicken Ordinance. Further questions on putting Recreational Marijuana discussion on the agenda. Moyer-Cale agreed to provide additional information for council to determine next steps.

Comments from the Mayor, who enjoyed and appreciated the Mayor Exchange with Lowell, and suggests the City do so again with another city next year.

16. Adjourn:

Motion by McLean, with support from Devroy, to adjourn.
All ayes. Motion carried. Meeting adjourned at 7:56 PM.

Read and Approved:

David J. Tossava, Mayor

Linda Perin, City Clerk



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: American Legion Post 45 Veteran's Day Ceremony

Meeting Date: October 27, 2025

Recommended Action:

Motion to approve, under the direction of staff, the American Legion Post 45 to conduct the annual Veteran's Day Ceremony at the Veteran's Memorial in Tyden Park on Tuesday, **November 11, 2025, from 10:30 AM until 12:00 PM.**

Background Information:

The Hastings American Legion, Lawrence J. Bauer Post Number 45, has organized the annual Veteran's Day Memorial Ceremony for several years.

Financial Implications:

None

Attachments:

- Council Request Letter



**Lawrence J. Bauer Post 45,
2160 S. M37 Highway, Hastings, MI 49058**

Dave Tossava, Mayor
City of Hastings
201 E. State St
Hastings, MI 49058

October 20, 2025

Dear Mayor Tossava;

Lawrence J. Bauer Post 45 of the American Legion wishes to hold Veteran's Day ceremonies at the Veteran's Plaza, Tyden Park on Tuesday, November 11, 2025 at 11:11 am. We anticipate set-up to begin approximately at 10:30 a.m. and the event requiring about 30 minutes. We ask permission to use the venue and would like to invite yourself and city council members to attend. Legionnaire Summer Robertson of Post 45 will speak regarding the history and meaning of Veterans Day, and we would like to invite you to offer remarks as well.

We would appreciate it if the City would arrange to have the electricity turned on at the plaza. We plan to bring an amplifier as a contingency. If there are maintenance or set up needs that the city cannot provide, please let us know of those.

Please contact Barry Wood with questions about this event. Our thanks for all you do on behalf of Barry County veterans.

Barry Wood

Lawrence J. Bauer Post 45, Department of Michigan, The American Legion

Larry Harshman, Commander

Lawrence J. Bauer Post 45, Department of Michigan, The American Legion

THE AMERICAN LEGION FAMILY



Lawrence J. Bauer Post 45, The American Legion, Department of Michigan



City of Hastings Special Event Application

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

Section 1: Applicant/Organization Information

Lawrence J Bauer American Legion Post 45

Applicant/Organization Name

Phone

Barry Wood

Contact Name

Phone

Email

811 N Kelly St

Street

Hastings

City

MI

State

49058

Zip

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

Phone

Section 2: Event Information

Veterans Day Recognition

Name of Event

Speeches, Flag Raising, Firing of Rifles (blank Ammunition)

Description of Event

November 11, 2025

Event Dates

10:30 - noon

Time (From/To)

11/11/25 10:30 a.m.

Set up Date(s) and Time(s)

11/11/25 11:30 a.m.

Clean Up Date(s) and Time(s)

Tyden Park at Veterans Memorial

Location(s) of Event

10-12

50

Estimated number of volunteers

Estimated daily attendance (if known)

Section 3: Event Details

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

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

Please describe how garbage will be managed?

None expected. If trash remains at conclusion of the event, it will be picked and moved off-site

Section 4: Site & Event Plan

Please prepare a site plan that includes the following information:

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

Need access to electric power for amplifier.

No structures, concessions, road closures, etc., are needed for this event.

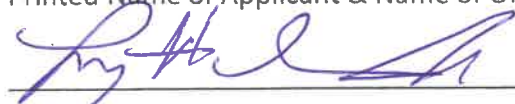
Section 5: Acknowledgements and Hold Harmless Agreement

The Applicant understands and agrees to the following:

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

Lawrence J Bauer American Legion Post 45

Printed Name of Applicant & Name of Organization



Signature

10/22/25

Date

Section 6: City Review – For Office Use Only

A. Police Department Review:

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

Other Comments:

B. Public Services Director Review

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

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

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

Other Comments:

C. Fire Chief Review

Comments:

D. Community Development Department Review

Comments:

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



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Memorial Christmas Tree

Meeting Date: October 27, 2025

Recommended Action:

Motion to approve, under the direction of staff, the request from Gail Lowe to utilize a designated tree at the Thornapple Plaza as the first annual Barry County Memorial Tree.

Background Information:

Gail Lowe attended the August 11, 2025, City Council meeting and utilized the public comment period to express her desire to designate a city tree for the public to honor lost family and friends during the holidays. The tree identified in the Thornapple Plaza is both highly visible and accessible. Staff have requested that decorations or ornaments placed on the tree consist of non-fragile materials.

Financial Implications:

None

Attachments:

- Council Request Letter

Council Members,

I have previously proposed that the City of Hastings have a memorial Christmas tree, so that the community can honor lost family and friends during the holidays. After much discussion with Dan King, and several options considered, I would like to proceed with thoughts of the perfect location.

Yesterday while walking in town, I realized that there are three beautiful evergreen trees at Thornapple Plaza, directly across from the library! They are very close to the corner of Boltwood and State St. These trees can be lighted by the city, and decorated by the community. There would be wonderful exposure during the holidays, and during the annual Christmas parade, as it passes right by them. I will also seek out a local artisan to make a wooden sign, that would be placed in front of the tree, labeling it as the "Barry County Memorial Christmas Tree".

I am proposing that the middle tree (very close to the sidewalk) be used as the memorial tree. I have previously discussed the details, but will include them here again, per Dan's request:

- Scope of the project: The middle evergreen tree at Thornapple Plaza, on Boltwood St, to be used as the Barry County Memorial Christmas Tree. This would be an annual event.
- Access: Since the tree is very near the sidewalk, access would be simple and quite safe. I believe the sidewalk is kept clear by the city during winter. I do not foresee any significant safety issues. I would request that all ornaments be hung from the ground up, without the use of a ladder.
- Details: The members of the community would be allowed to hang personal ornaments in memory of their loved ones. The ornaments could be custom made commercially or hand painted. They may include: the person's name, date of birth and date of passing, a picture of the person, and a personalized message- or any combination of those details.
- The community could begin hanging the ornaments about a week before Thanksgiving, and could remain until the first week in January.
- Any ornaments not removed by the end of the first week in the new year, would be removed and discarded. I will personally take responsibility to see that this is done.

I am attaching pictures of the proposed tree. Once approval is given, I will contact Hunter McLaren, journalist for the Reminder, and see if he's willing to publish an article about our endeavor.

Thank you for your consideration.

Respectfully,

Gail Lowe





Summary - City of Hastings Invoices
City Council Meeting
October 27, 2025

No.	Vendor	Amount	Description (with date paid)
1	Truck & Trailer Specialties	\$5,963.00	Upfitting for New Truck #100 (Oct 8, 2025)
2	Ferguson Waterworks	\$6,211.18	Small Meters & Supplies-40 R900's (Sep 24, 2025)
3	Life EMS of Ionia	\$7,792.00	Contracted Ambulance Service-October (Oct 3, 2025)
4	Moore & Bruggink	\$10,398.42	Clarifier #2 Improvements Engineering (Oct 15, 2025)
5	Rehmann LLC	\$18,950.00	Audit Prep Fiscal Year End 6/30/2025 (Oct 15, 2025)
6	Detroit Pump	\$31,855.03	Multiple Allocations (Oct 6, 2025)
7	Katerberg Verhage	\$33,250.00	Repair Crosswalk SE Corner State & Church St (Sep 12, 2025) (Reimbursed by Consumers Energy)
8	Ace Asphalt Chip Seal	\$66,367.12	Chip Seal-Major Street (Oct 9, 2025)
9	Hastings Area School System	\$246,520.42	Winter 2024 HASS Sinking Fund Millage (Oct 20, 2025)
9	Invoices	\$427,307.17	



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Ordinance #633 - 3 and 4 Family Dwellings

Meeting Date: October 27, 2025

Recommended Action:

Conduct second reading and adopt **Ordinance #633** regarding text amendment to Chapter 90, Article 90-VI to add Division 90-VI-6A, Sections 90-350 through 90-357 pertaining to a 3-4 Family Overlay District as recommended by the Planning Commission on October 6, 2025.

Background Information:

The Master Plan, adopted in 2021, identified housing as the key issue in the success of providing a vibrant, sustainable, and prosperous community. The Planning Commission organized a Housing Committee tasked with inventorying existing housing stock and developing a Housing Needs Matrix that could be used to identify general areas and/or neighborhoods within the city that were ripe for the application of targeted strategies. The development and implementation of a 3-4 family dwelling overlay district is intended to recognize the usefulness of gentle density housing near employment areas such as the core downtown. The district further recognizes that there are older, large homes near the core downtown that have already been divided into two or more dwelling units that require careful review of further divisions to ensure the character of the neighborhood is maintained. The district is designed to allow additional housing opportunities, allowing attached single-family housing and smaller multi-unit dwellings consistent with the overall density of the surrounding area.

Financial Implications:

None.

Attachments:

- Ordinance #633

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

ORDINANCE NO. 633

AN ORDINANCE TO AMEND CHAPTER 90 OF THE HASTINGS CODE OF 1970, AS AMENDED, BY AMENDING ARTICLE 90-IV TO ADD DIVISION 90-VI-6A, SECTIONS 90-350 THROUGH 90-357.

THE CITY OF HASTINGS ORDAINS:

SECTION I.

Chapter 90 is hereby amended by amending Article 90-VI to add Division 90-VI-6A, Sections 90-350 through 90-357. Amended text in **BOLD**.

Division 90-VI-6A 3-4 Family Dwelling Overlay District

Section 90-350 Purpose

- a) The 3-4 Family Dwelling Overlay District is designed to be considered generally for application to those lands identified by the City of Hastings Master Plan *Future Land Use Map as Residential Growth C – Multiple Family; Core Neighborhood; Neighborhood Center; or Downtown Edge*.
- b) This District is intended to recognize the usefulness of 'gentle density' housing near employment areas such as the downtown but also encourages the preservation of single-family homes near the center of the City.
- c) This District further recognizes that there are older, large homes near the downtown that have already been divided into two or more dwelling units and require careful review of further divisions to ensure the character of the area is maintained.
- d) This District is designed to provide for *Missing Middle* housing opportunities, allowing attached single-family housing and smaller, multi-dwelling buildings consistent with the overall density of the surrounding area.
- e) This District should not be applied where resulting overall density of the block will exceed 6 dwelling units per acre.

For purposes of this Overlay District, 'block' is defined as *'the space for buildings within the street pattern of the City, where a street extends through the middle with lots fronting on either side, bounded by streets on*

both ends. The Planning Commission shall determine the boundaries of the block in consideration of this definition.

Section 90-351 Applicability

- a) The 3-4 Family Dwelling Overlay District shall be an overlay district that applies over existing zoning districts. Use and development of land within the overlay district shall be regulated as follows:
- 1) Any existing lawfully conforming use shall be permitted to continue, and the use shall be subject to the requirements of the underlying district and not the requirements of the 3-4 Family Dwelling Overlay District.
 - 2) Any new use may elect to develop pursuant to either the underlying district or the 3-4 Family Dwelling Overlay District.

Section 90-352 Permitted Uses

- a) Three- and four-family dwellings.
- b) Attached single-family dwellings, with no more than four (4) attached dwelling units.

Section 90-353 District Regulations

Property within the 3-4 Family Dwelling Overlay District shall be subject to the regulations set forth in Sec 90-216 of this Ordinance for the R-D District related to lot size/width, lot coverage, and yard setbacks.

Section 90-354 Building Form Standards

New buildings, building expansions, and/or exterior building renovations within the 3-4 Family Dwelling Overlay District shall be subject to the following building form standards.

Architectural Style	
	Buildings shall have an architectural style respecting the scale, proportion, character, and materials of nearby existing buildings. Building mass shall be de-emphasized in a variety of ways, including the use of projecting and recessed sections to reduce the apparent overall bulk and volume and provide visual appeal.

<i>Exterior Building Materials</i>	Exterior wall materials may consist of brick, stucco, wood, vinyl aggregate or split-face block, stone or similar decorative material which is similar to the exteriors of nearby buildings. Metal-sided buildings, including accessory buildings, may be acceptable provided the appearance of such buildings is compatible with the style and materials of nearby existing buildings.
<i>Roofs</i>	Roofs shall be pitched and have overhanging eaves. Materials for pitched roofs shall include shingles (either wood or asphalt composition), slate, or tiles. Metal roofing may be acceptable provided the appearance of the roofing is compatible with the roofing of nearby existing buildings.
<i>Building Entrance</i>	<i>3-4 Family Dwelling</i> - An entrance to the building shall be visible from and face the street from which the address of the building is derived. <i>Attached Single-Family Dwelling</i> - The primary entrance to each dwelling unit shall be visible from and face the street from which the address of the dwelling unit is derived.
<i>Minimum Front Porch Area (if provided)</i>	70 sq ft; enclosed porches are allowed

Section 90-355 Site Design Standards

- a) ***Vehicle Access:*** Vehicle access to the property shall be determined during the site plan review process. An existing driveway(s) may be required to be closed in order to achieve safe access.
- b) ***Parking:*** Off-street parking in the 3-4 Family Dwelling Overlay District shall be regulated by Article X of this Ordinance, except 1) the garage/carport requirement of Section 90-924 shall not apply, and 2) the Planning Commission may reduce the parking requirements by no more than 30 percent if it can be demonstrated that the required number of parking spaces is not needed. The Commission may take into consideration the location and availability of authorized off-site parking arrangements, such as on-street

parking spaces or municipal parking lots located within 300 feet of the proposed building. Parking on site must be located behind the principal building and be designed so vehicles do not back into the public street when exiting the site.

- c) ***Pedestrian Access:*** A walkway shall be provided from the existing or proposed sidewalk along the property frontage to the primary building entrance.
- d) ***Refuse Disposal:*** Dumpsters shall be kept within a fenced or brick walled area which shall be at least 6 feet high and located so that their use, including emptying, does not pose a nuisance to nearby neighbors.
- e) ***Landscaping:*** Landscaping shall be provided in accordance with the requirements of Article XII. Shade trees shall be emphasized to provide shade and continuity in landscape design within the neighborhood.

Sec 90-356 Modification of Standards

The Building Form and Site Design Standards of this District may be modified by the Planning Commission upon determination that:

- a) The modification shall satisfy the purposes of the Overlay District stated in Section 90-350.
- b) The modification will result in the alteration of an existing building or the construction of a new building, which is visually compatible and comparable with nearby existing buildings, and which maintains or improves upon the character of the surrounding neighborhood through the use of similar building materials or site design.

Sec 90-357 Additional Regulations

- a) Site plan review as regulated by Article IV of this chapter is required, except as modified by this Section.
- b) Site plan review by the Planning Commission is required for 1) new construction, and/or 2) the expansion of an existing building.
- c) Site plan review by the Zoning Administrator is required for 1) a change in the use (increase in density) of an existing building that does not involve an expansion of the building, and/or 2) exterior building renovations.
- d) Each site plan submitted for official review under this Article shall meet the site plan content requirements of Sec 90-130, except as modified by the Planning Commission or Zoning Administrator.

- e) Where exterior building renovations are proposed, the site plan submittal shall include building elevations or sketches showing the proposed changes to the building exterior.**

SECTION II.

If any article, section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION III.

This ordinance shall become effective upon its adoption and publication as provided by City Charter.

Moved by , with support by , that Ordinance No. 633 be adopted as read.

YEAS:

NAYS:

ABSENT:

Adoption Date:

Effective Date:

First Reading: October 13, 2025

Second Reading: October 27, 2025

CITY OF HASTINGS

By: Linda Perin
City Clerk

CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the City of Hastings, Michigan, does hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Hastings, at a regular meeting of the City Council on the 27th day of October 2025, at which meeting a quorum was present and remained throughout, and that the original of said Ordinance is on file in the records of the City of Hastings. I further certify that the meeting was conducted, and public notice was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Dated:

Linda Perin
City Clerk



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Agreement for EMS Billing Services with EMS Management and Consultants, Inc.

Meeting Date: October 27, 2025

Recommended Action:

Motion to authorize the City Clerk to execute the Billing Services Agreement and Business Associate Addendum with EMS Management and Consultants, Inc. as presented.

Background Information:

Now that our fire department is enabled to provide BLS transport services, we can charge for these services to recoup some of our service costs. Medical billing is its own unique field, and we need to contract out this service if we choose to proceed with service charges. Chief Jordan and I evaluated several options, and feel that EMSMC will meet our objectives. Since we are only a backup service and do not provide primary coverage, we will not have many transports. This company will bill us \$22 per bill with no minimum charge which is important for our small numbers. All billing will comply with the fee schedule to be approved by the City Council.

Financial Implications:

This will generate some revenue to offset the cost of service. Since BIRCH is a part of this service, the revenue received will help offset the total costs of the fire department's operation.

Attachments:

- Proposal for service
- Agreement for EMS Billing Services

9/18/2025

Attn: Mark Jordan, Fire Chief
City of Hastings Fire Department
110 E Mill St,
Hastings, MI 49058

Chief Jordan,

EMS Management & Consultants is very pleased to submit a proposal to the City of Hastings Fire Department. Now in our 28th year, EMS|MC knows the EMS billing industry like no other processing over 5.5 million claims nationally. EMS|MC is uniquely positioned to bring the best EMS billing solution to you as we partner with over 130+ Fire and EMS Systems across Michigan.

EMS|MC delivers the most compliant & optimized collections, enabled by industry leading processes, innovative technology & attentive client care. In the last 5 years, over 100 new agencies have entrusted EMS|MC with their EMS billing needs. As a result of these transitions, compliant collections increased for every agency. EMS|MC understands that making the decision to outsource your EMS billing can be a difficult one & minimizing risk during the transition is critical.

Every agency we have transitioned to EMS|MC has increased their compliant collections, and we are very confident we will bring unmatched value to you should we be selected as your partner.

To ensure all transition risks are minimized, your deployment project manager will lead a methodical & thorough onboarding process. This process will establish written billing and collection policies, review contracts with payors and facilities, and ensure that all contingencies are planned for. In this response, we will detail what makes us unique from our competitors and the Gold Standard in EMS billing, including the following highlights:

- **Cutting-edge Technology** – EMS|MC's proprietary claims processing platform, **EMS^{smart}™**, brings the best of human judgement & automation together to ensure the highest clean-claim rate & cash-per-trip results in the industry. **Crew Analysis** is an unmatched performance management tool for your medics, focused on key billing documentation needed for maximum collections.
- **Dedicated Account Management** – Your account manager will be focused on your business providing on-site interaction & feedback, tailoring our solution to fit the needs of your organization & community. They bring extensive EMS billing



knowledge & an attentive, personal approach to the account management for your service.

- Onboarding – EMS|MC's proven project management driven onboarding process, **EMStart**, ensures that your service will not see a disruption in cash flow during the transition to EMS|MC.
- Compliance – Headed by Chief Compliance Officer, Ryan Stark, EMS|MC's compliance team is dedicated to ensuring the unmatched awareness & adherence to the unique regulatory environment—federal and state—representing your agency fully in the case of an audit.
- Advocacy – Headed by Advocacy Liaison, Regina Godette-Crawford (formerly the chief of NCOEMS), EMS|MC's advocacy efforts go beyond the needs of just our clients. Aiming to educate & empower all EMS agencies, EMS|MC advocates on behalf of all organizations & their communities & will ensure that your service will be well represented at both the state & national levels.
- **EMScholar™** – Our **EMScholar™** education portal provides up-to-date content that is NAAC CEU Certified and verified by industry experts at PWW Advisory Group that is designed to create consistency and operational efficiencies that are comprehensive, all-encompassing, and convenient for all users.

Throughout our proposal we will demonstrate that with our experience and disciplined approach to EMS billing, we would be the right choice as your EMS billing partner. You will find us to be trustworthy, dedicated, and tireless in our relationship with you to deliver the industry's best value-to-cost ratio - always improving as we customize our solution to fit your unique needs. We sincerely hope to earn the right to be your future EMS billing partner and look forward to the next steps.

Sincerely,



George Abatjoglou
Chief Executive Officer
2540 Empire Drive, Suite 100
Winston-Salem, NC 27103
P: 781.710.3602 F: 336.347.9705
george@emsmc.com

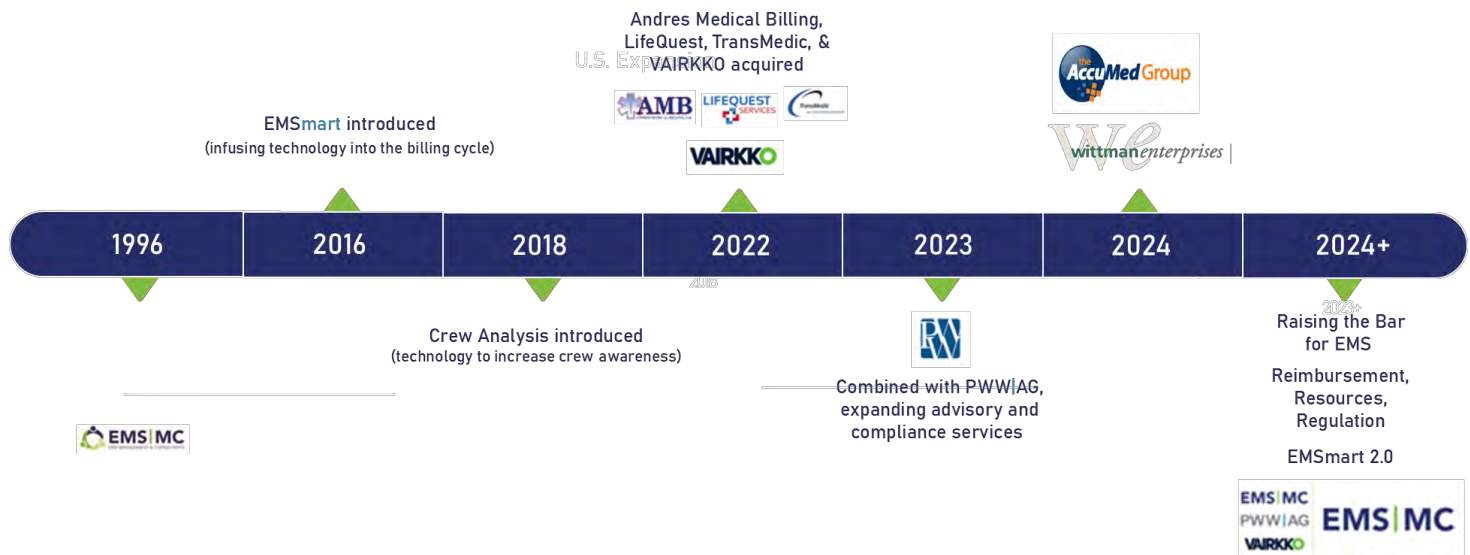
As Chief Executive Officer for EMS|MC, I am authorized to make representations on behalf of EMS Management & Consultants, Inc. EMSMC does not have any ethical



conflicts that would interfere with a contractual obligation with your service.

Built by Paramedics

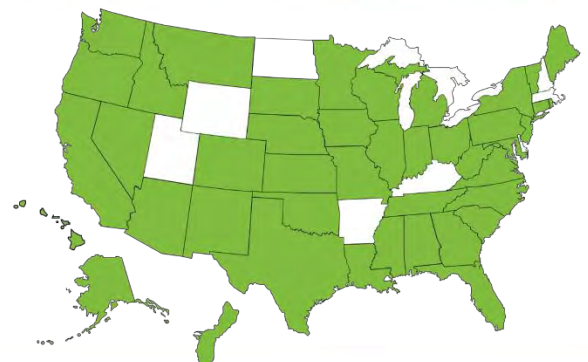
Founded in 1996 by a Paramedic, EMS Management & Consultants (EMS|MC) has assembled a team of industry-leading experts who are dedicated to maximizing reimbursement, optimizing resources, and driving industry change through regulatory compliance. We deliver unparalleled service designed to bring long-lasting value and a positive impact to your community and citizens, because our teams live and work in the industry.



The EMS|MC Footprint



EMS|MC
PWW|AG VAIRKKO



Rooted in Innovation

EMSmart™, our proprietary intelligent billing platform, provides EMS agencies with unmatched compliant revenue performance.

EMSmart™ is a rules-based processing engine that brings the best of human judgment and automation together to ensure the highest clean claim rate and cash-per-trip results.

EMSmart™ Implements Smart Automation in Key Spots of the Billing Process



ICD-10 Coding



Medical Necessity Determination



Level of Service Determination



Priority Determination

EMSight™, our client business intelligence portal, is your bird's-eye view into revenue, reporting, benchmarking and more.

Comprehensive Business Intelligence

Intuitive dashboard

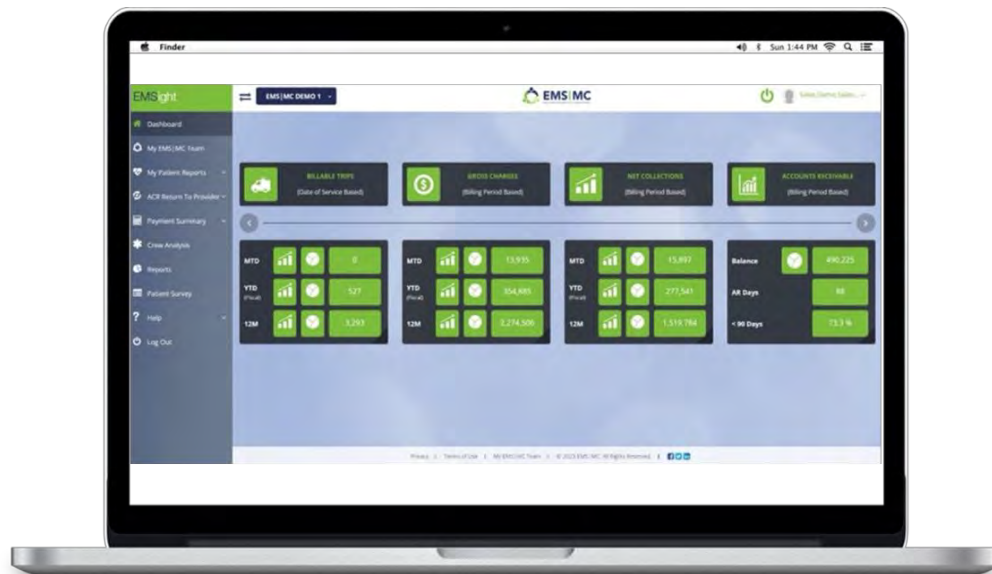
- Transports
- Charges
- Collections
- Accounts Receivable

Tailored User Experience

- Job Function
- Role Definition

Flexible and Transparent Reporting

- Easy Transport level detail
- Payer Mix
- Run Mix
- Payment Posting
- Payment History

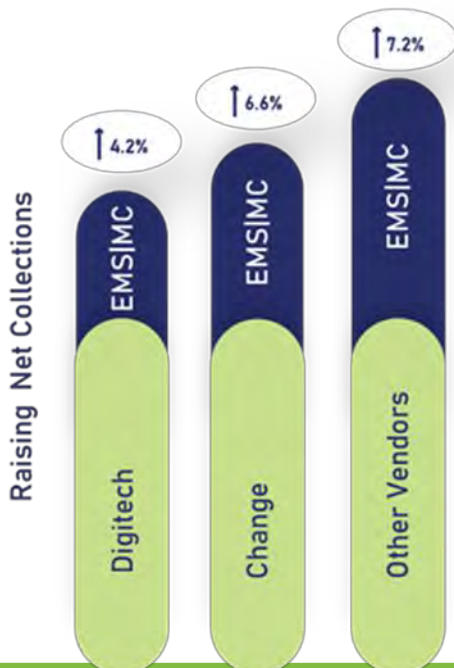


Reimbursement

EMS|MC is raising the bar, providing the services and technologies that allow first responders to focus on delivering care.

Every day we deliver customized, industry-leading Revenue Cycle Management (RCM) solutions powered by our proprietary EMSmart™ billing platform to improve billing efficiency while increasing your reimbursement.

More than 1,500 EMS agencies nationwide trust EMS|MC. Our RCM solutions are proven to raise net collections above the competition.



We've seen an increase in our collection rate, and we've been able to get new equipment as a result of it, so it's been a good partnership.

- Robert S.

Scotland County EMS

Resources

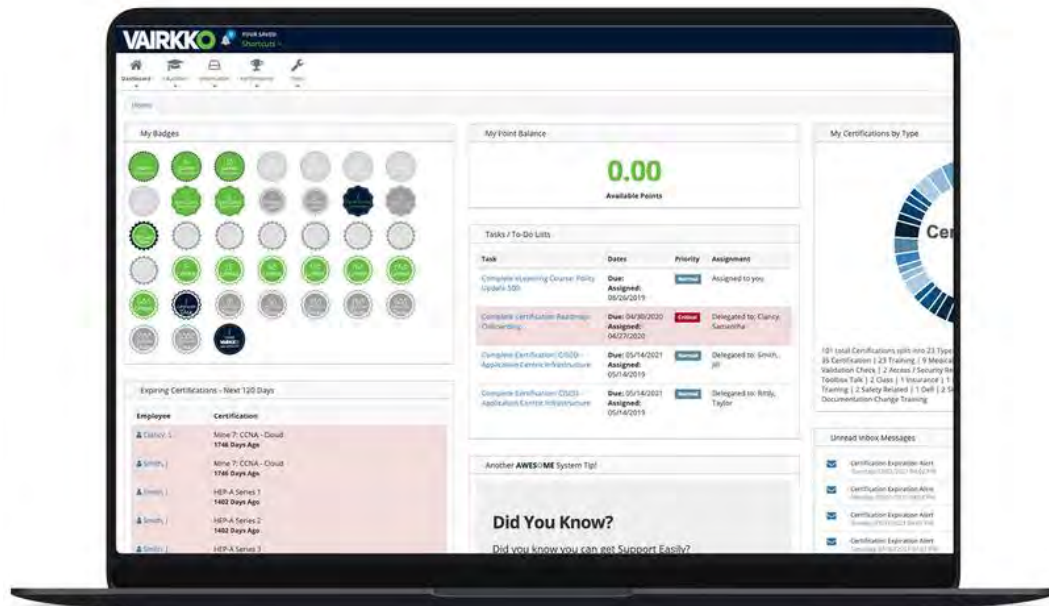
We help you manage your most valuable resource: your people. We offer tools and technologies that assist EMS and mobile healthcare organizations with core



operational functions, ensuring you are staffed appropriately and with the right credentials.

Through customized resource management solutions, including our EMSmart™ platform and workforce management platform from VAIRKKO, we provide technology that offers flexibility for you to manage your team independently to leave your operation functions to us.

Our HR and LMS (learning management system) solutions help transform business processes and increase staff productivity through a combination of technology and human touch. You can track and manage crews to ensure you are staffed accordingly and offer ways for your team to upskill and enhance their expertise.



Through PWW|AG our clients gain access to industry-leading, National Academy of Ambulance Compliance (NAAC), accredited education and training on topics affecting the EMS and mobile healthcare industry.

By The Numbers

2.2B

In revenue collected annually for clients

99.8%

Compliance in payment delivery

1,500

National Clients

5.5M

Transports

99.7%

Claim quality levels

Regulation



2540 Empire Drive, Suite 100
Winston-Salem, NC 27103



info@emsmc.com



emsmc.com

EMS|MC's consulting division, PWW Advisory Group (PWW|AG) assesses and drives transformational change, adopting best practices to better serve patients and the communities.

The team brings a deep understanding of the industry and its complexities because we've been in it for decades. With our insight and the expertise of our advisory and compliance group, we help you navigate compliance and operational challenges. PWW|AG offers a legacy in EMS and mobile healthcare, delivering a multidisciplinary approach to help tackle the challenges modern emergency and mobile healthcare agencies face today.



Doug Wolfberg - Founder/Partner



Stephen Wirth - Founder/Partner



Ryan Stark - Partner



Kim Stanley - CACO

Certification



NAAC (National Academy of Ambulance Compliance) represents the industry's "Gold Standard of Excellence" in compliance, ethics, and integrity in all facets of ambulance compliance. NAAC provides industry-specific training that gives each Ambulance Biller, Compliance Officer or Privacy Officer, Documentation Specialist or Financial Officer a solid baseline of critical knowledge necessary to become well-informed, conscientious, compliant, and proficient. EMS|MC's billing and coding staff are NAAC-certified professionals and maintain their competency through annual continuing education requirements. NAAC provides and accredits a wide range of continuing education programs throughout the year, both in classroom and online offerings. EMS|MC complies with all applicable federal, state & local laws & regulations as they apply to the services being provided, including maintaining confidentiality for all medical & patient information in accordance with HIPAA.



EMS|MC is the industry leader in providing EMS focused HIPAA-compliant revenue cycle management that delivers optimized collections to our clients across the nation.

EMS|MC realizes the importance of our client's mission to compassionately provide critical medical care to your patients. Our described solution details how we provide accountable and intuitive customer service, transparent and accessible tools and technology, and a dedicated approach focused on opportunities so you can commit to your mission and serve your community.



When I think EMS|MC, I think reliability, and patient-centered, customer-centered service.

- Alan T.
Cabarrus County EMS

Dedicated Customer Success Executive

Your Customer Success Executive can also provide weekly meetings, Quarterly Business Reviews (QBRs) & Annual Business Reviews (ABRs) for full transparency throughout the length of our partnership.



Weekly Meetings, QBR's & ABRs will include:

- Account performance overview
- Reporting packages
 - Monthly Reporting Package
 - Ad-Hoc Reporting Packages
 - EMSight™ Reporting Packages
- Industry Updates
- Technology Updates

EMS|MC sets the industry's gold standard in account management by giving our clients multiple points of contact to ensure if any contingencies were to arise, a team member would be able to assist. Our Customer Success team provides a toll-free Customer Success Hotline where your patient community can be assured that their issues will be resolved by a Level II Customer Success Customer Success Executive in a timely manner.

How We Bill



2540 Empire Drive, Suite 100
Winston-Salem, NC 27103

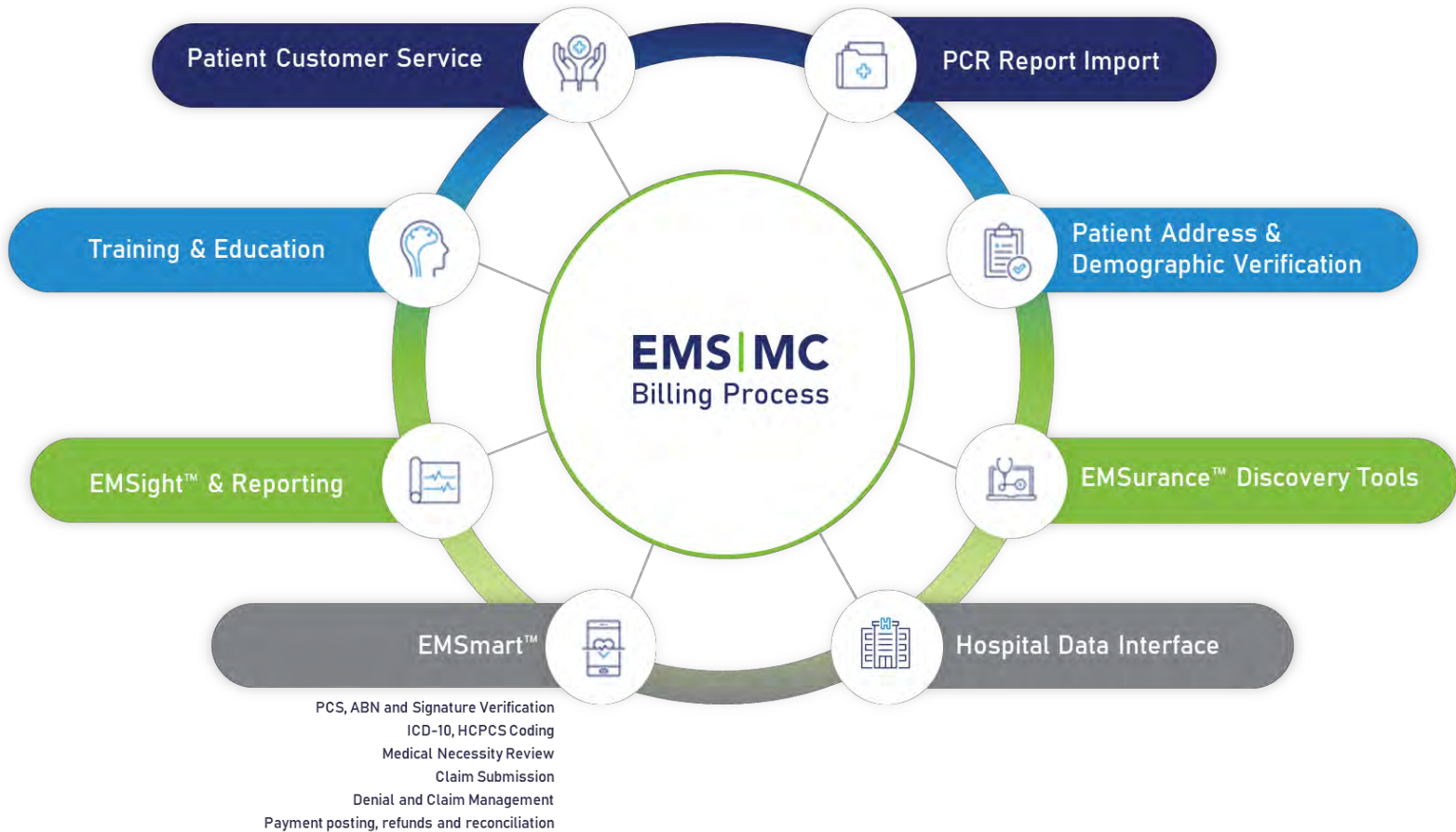


info@emsmc.com



emsmc.com

EMS|MC knows billing. We have developed a multi-step claims management process with a focus on automation that minimizes human “touch points” & increases approved claims. We have teams in every category of the billing process providing diligence around persistent follow-up, ensuring separation of operations.



ePCR Partnerships

EMS|MC's established ePCR vendor partnerships utilize automation designed to provide minimal manual intervention by both clients & the EMS|MC team – thus reducing the opportunities for human error & denied claims. Your agency is guaranteed efficient & accountable imports of the electronic Patient Care Records (PCR), & EMS|MC will provide an Import Confirmation Report (ICR).

EMS|MC's data management team has a proven track record of success for each of our clients, ensuring that our data transmission process is consistent and stable.

Claim Coding & Billing Process



Imported patient records require a billing specialist to review & make the coding decisions-based information contained in the ePCR. The patient narrative is a critical element in these coding decisions & is imported into the billing system.



Comprehensive Verification of Insurance Eligibility

EMS|MC employs several resources/eligibility databases to find missing & incomplete insurance information. Our proprietary technology, EMSurance, provides an automated process to collect patient information by aggregating multiple channels into one process.

Proven Management of Call Reports Lacking Sufficient Information

EMS|MC staff reviews each portion of the transport including attachments & narratives to determine if any information required for billing is missing. If so, the transport is placed on a dedicated schedule, called the “ACR Return to Provider” (ACR RTP). Trips on this schedule are then made available for immediate & actionable feedback, via the EMSight™ client portal.

Electronic Claim Submission

EMS|MC utilizes electronic claim submission in every case possible. Medicare, Medicaid & most commercial insurance carriers currently accept electronic claims. The faster that claims are batched & submitted to payors, the faster they will be paid to the provider. Our model has been proven over time & is designed to provide efficiency. The result is maximized cash flow & accuracy in claims.

Clean Claim Rate

At EMS|MC, we are very committed to maintaining the highest clean claim rate possible. Clean claims mean faster reimbursement for our clients. EMS|MC maintains a high clean claim percentage by ensuring that every claim is verified using a proprietary automated quality validation system. This validation system uses complex logic that can identify many potential errors that could lead to claim rejections or denials.

Exhaustive Account Follow-up for all Denied or Open Balance Claims

Account follow-up is conducted for all denied claims, or those claims with an open balance status beyond the normal time frame in which insurers are required to process claims. Our billing system automatically flags these accounts based on the specific payor & age of the account so that timely account research may be conducted.



Tracking Denials for Increased Effectiveness

Our billing system can track denial codes & reason codes for internal quality assurance analysis. Denial reports are routinely reviewed by the billing operations manager for payor denial trends & potential coding issues. This report allows our team to stay informed & make the necessary adjustments to our processes to avoid duplication & maintain exceptional collection performance.

Appeal Process for Denied or Rejected Claims Increases Revenue

Denied claims are always reviewed by a Revenue Cycle Specialist to determine the specific reason. Most appeals begin with a telephone review with the specific carrier to clarify the reason for denial. This assures that the claim was not mistakenly denied. In some cases, it can be corrected & paid via a telephone conversation. Once the claim is researched & it is fully determined to be non-covered, the invoice is submitted directly to the patient.

Patient Pay Account Processing & Follow-Up

Private pay accounts are handled through initial invoicing & are followed up with monthly statements reflecting all payments & credits. EMSecurePay, our patient payment portal, offers patients a secure & convenient option for resolving their account in full, or setting up a payment plan.



Refund Validation: Policies, Procedures & Identifying Credit Balances

Our refund team thoroughly researches over-paid accounts or accounts with credit balances & will provide you with the proper documentation to assure that all refunds are processed.

Legal Requests

Our solution includes the value add of EMS|MC handling the fulfillment of all attorney request for reports. We partner with ChartSwap to process requests for records from a lawyer or by a court. This HIPAA-compliant universal platform provides attorneys with fast, efficient fulfillment & provides visibility into what has been requested & received.

EMS|MC Lockbox

EMS|MC can act as a lockbox for our clients, ensuring logical organization of documents pertaining to the EMS revenue cycle – maximizing efficiency. All payments, collateral & documentation are handled using our thorough process, complete with technology enablement. EMS|MC images all documents & securely manages workflow, facilitating fast time to payment, posting & viewing.

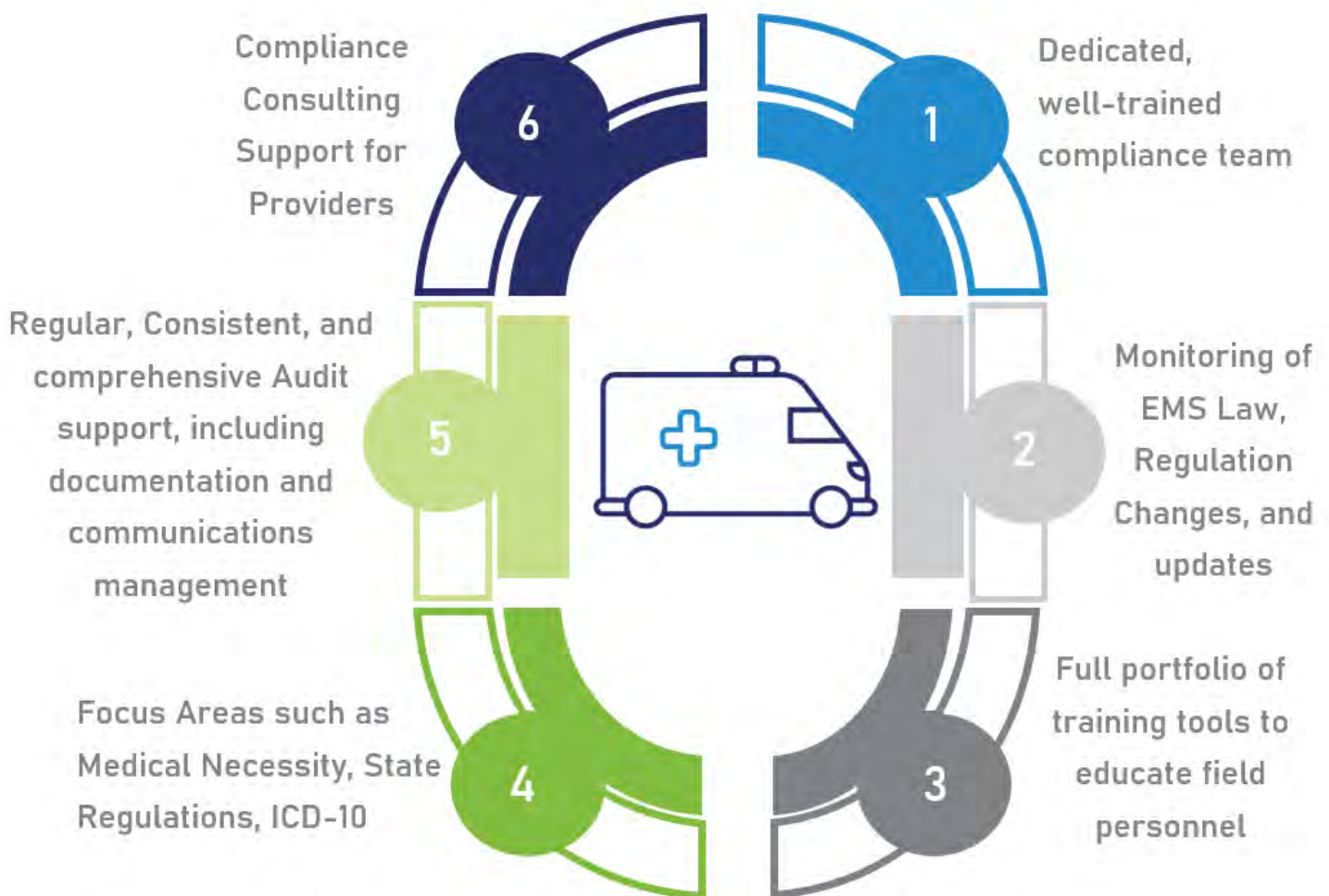
Compliance



Our dedication to Compliance sets EMS|MC apart in the industry. EMS|MC has developed a culture of Compliance throughout our organization. Beyond the annual training & quality assurance process, EMS|MC has embedded compliance into our daily workflows that set the foundation & expectations across our organization. EMS|MC goes beyond the minimum requirements set forth by the OIG & has created a compliance program that is the best in the EMS billing industry.

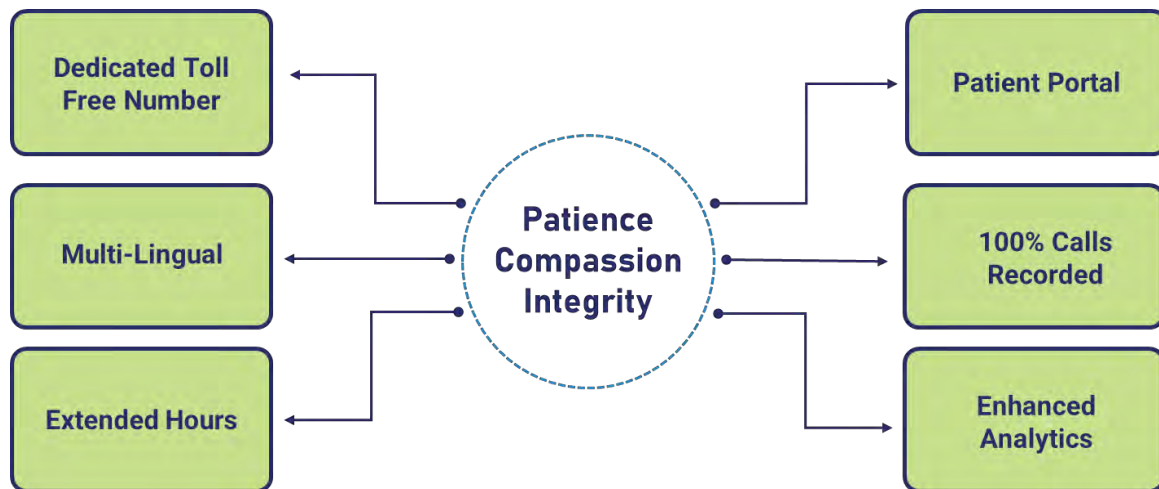
EMS|MC's compliance expertise keeps our clients safeguarded from the legal exposure that may potentially arise with EMS billing. With the ever-changing healthcare marketplace & the political environment, we will be by your side when you may not have the resources to do it alone.

Ryan Stark
Chief Compliance Officer



Customer Service with Impact

At the heart of EMS|MC is why we do what we do – that is to create opportunity for our client partners by providing them with the gold standard in EMS billing so they may acquire the resources necessary to deliver lifesaving care. Infused into our operations is a level of accountability meant to exceed expectations & deliver over-the-top support that maximizes reimbursement by providing the entire solution.



EMS|MC understands the importance of patient satisfaction & provides multiple payment methods to patients. All interactions are recorded & handled with delicacy, professionalism, & deep understanding that we are representing your service & community. It is the on-going goal of the EMS|MC Customer Success Department to understand the needs of our clients & our team so our stream of resources is continually improving.

EMS|MC records all incoming & outbound calls providing metrics for the variety of questions & requests from patients, clients & all others. After assisting the caller & resolving the call, the customer service representative determines the call disposition, which drives the call trending data.

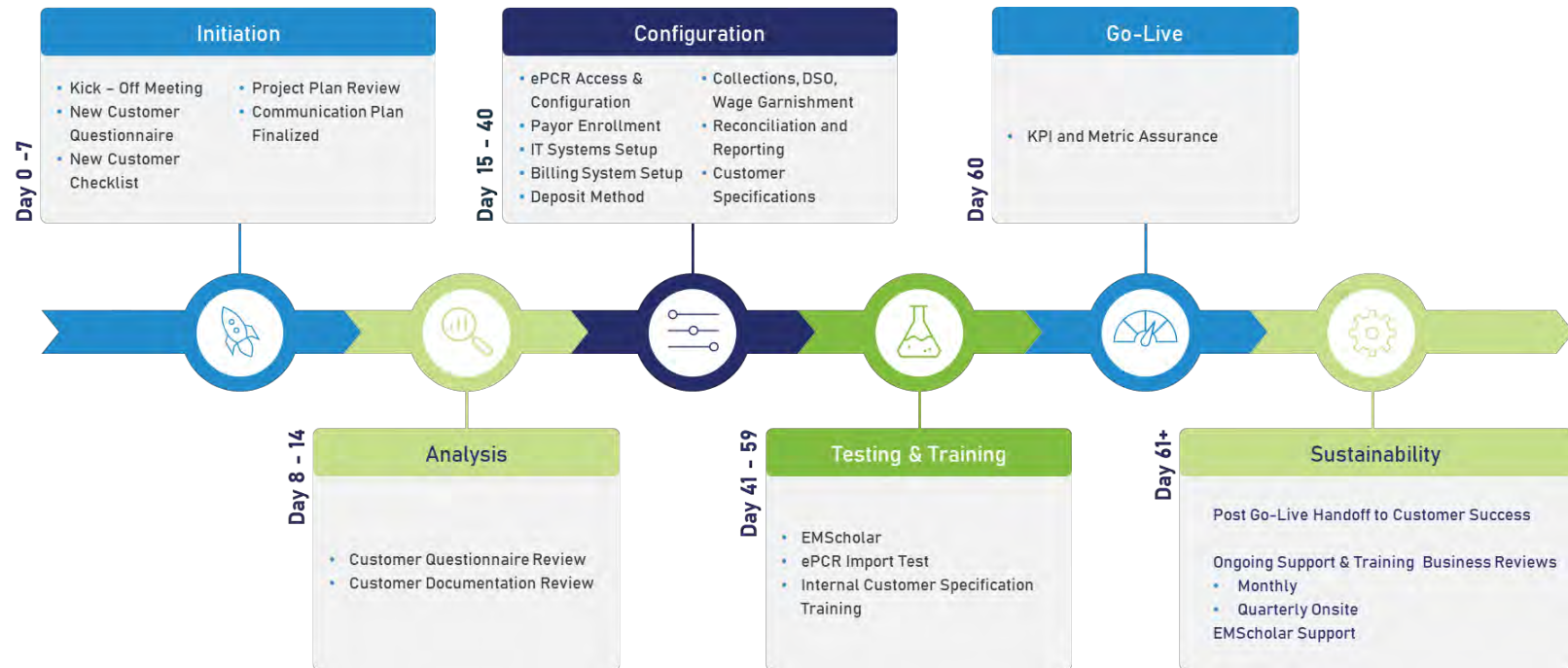
These experiences continue to enrich our knowledge & give us precedent to build on. Aggregating this data daily allows EMS|MC to:

- Conduct quality assurance audits routinely
- Improve internal expertise & drive future training
- Monitor Key Performance Indicators
- Track overall trends & perform long-term historical analysis
- Provide our clients visibility into patient inquiries & call volume
- Offer consulting on how to improve the patient experience
- Further develop operational efficiencies to optimally suit each client



Implementation

EMStart is EMS|MC's methodical and meticulous deployment process. EMS|MC agrees to all items outlined in the Scope of Work & can guarantee a smooth 45-60-day onboarding process. **EMStart** is a proactive, collaborative process driven by critical deployment milestones we accomplish together with our clients. We track the progress & successful completion of each milestone on a 300+ line project plan that is tailored to your agency.



Deadlines are carefully established for each deployment task, so we meet our target completion dates for each milestone & ultimately commence billing on the go-live date jointly agreed upon with your agency. Your dedicated **EMStart** team closely monitors the implementation timeline & project plan providing ongoing visibility & critical milestone status updates to your agency. The EMS|MC onboarding process begins promptly after the contract & BAA are fully executed. Additionally, EMS|MC conducts a full internal training to all employees assigned to your account before the go-live date.



You guys helped us make this as seamless as possible, and we could not have asked for a better lead-up to this transition. We look forward to many years of a great partnership.

- Derek J.

Gilbert Fire and Rescue Department



EMSight™

EMSight™ & Reporting

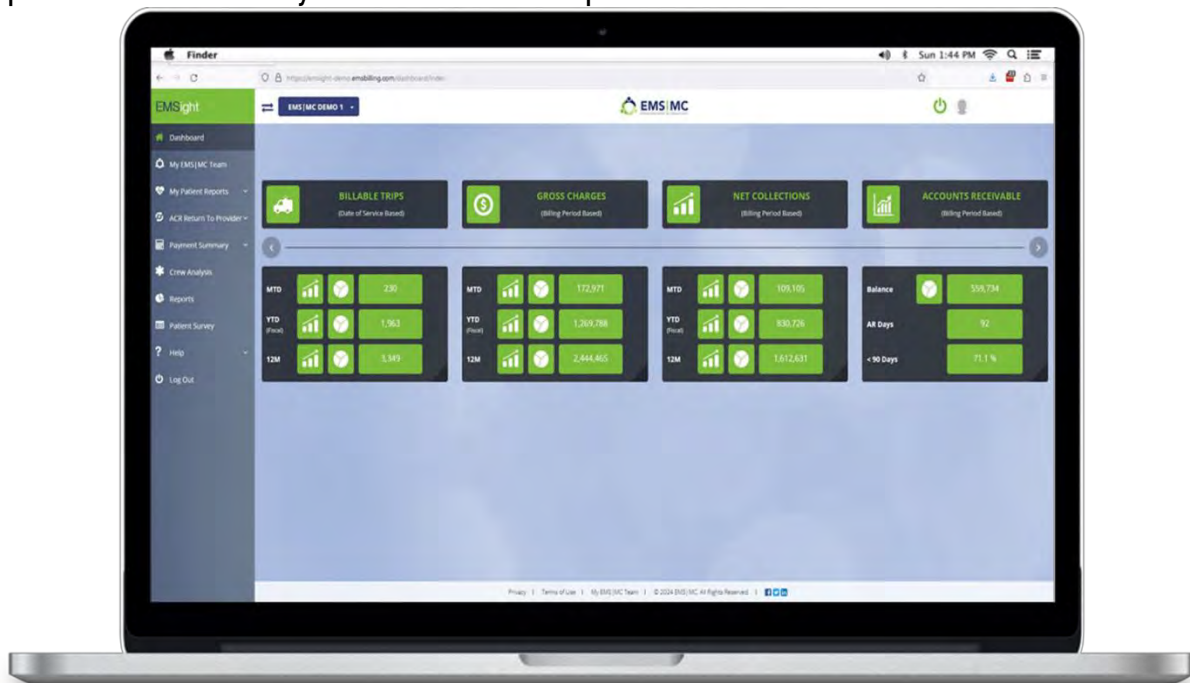
EMSight™ & Reporting

EMSight™ is EMS|MC's secure online business intelligence dashboard & reporting solution with real-time patient search functionality, collaboration/workflow tools, & robust payment posting module. EMSight™ offers daily, weekly & monthly reports with detailed accounting of billing & collections, including both summary & detail-level data in an easy-to-interpret format.

EMSight™ was built around client feedback & was made to make your life easier. As an attentive partner we attest to being dedicated to continuous process improvement & transparency for our client partners.

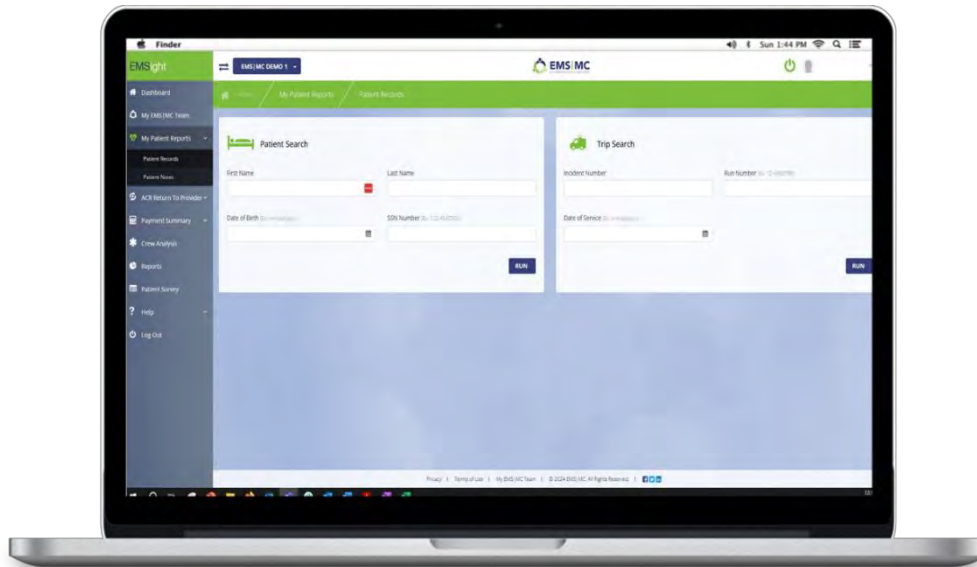
Designated personnel have their own login ID & password for our secure client online portal website. Individual access is granted to a particular feature/portal and is based on the your preferences and job function. There is no limit on number of licenses or client employees accessing EMSight™. After logging in to the portal, clients are presented with a drillable dashboard divided into four subject areas:

Billable Trips, Gross Charges, Net Collections, & Account Receivables. Each icon or number displayed on the dashboard is drillable & will promptly display second or third level reports. Reports can be filtered by various criteria & exported to an Excel or PDF format.



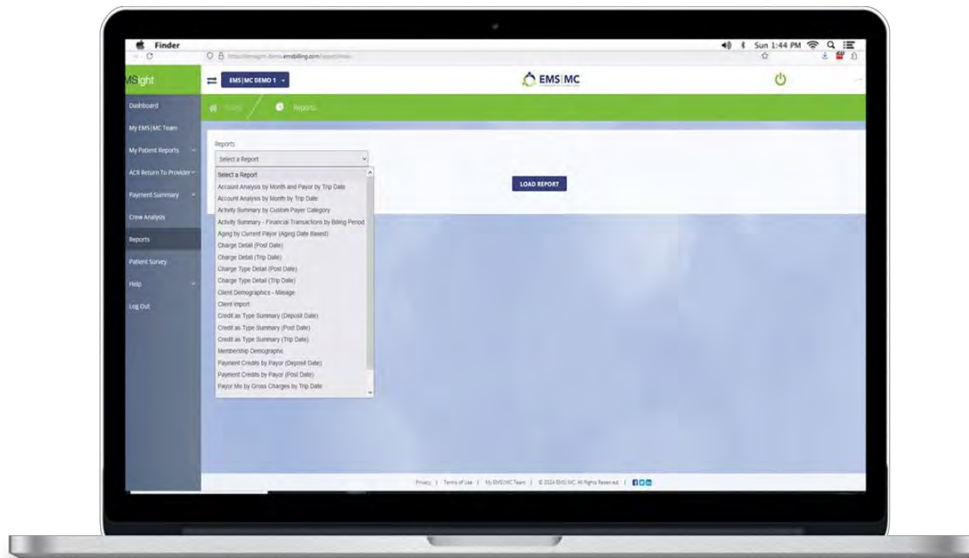
My Patient Reports

Besides drillable dashboards, clients have access to different modules using the left navigational menu. The following is the list of the most frequently used functionalities:



Patient Records – This area allows searching of our billing system records in real time using various search criteria: First Name, Last Name, DOB, SSN, Incident Number, Run Number, & Date of Service. Search results can be drilled down to a detailed report that can be printed.

Patient Notes – Patient Notes encourages users to add notes to specific patient accounts to drive transports to a new billing schedule. Users will be able to immediately note individual patient accounts, & specific transports, of any updates that might be related to that account.

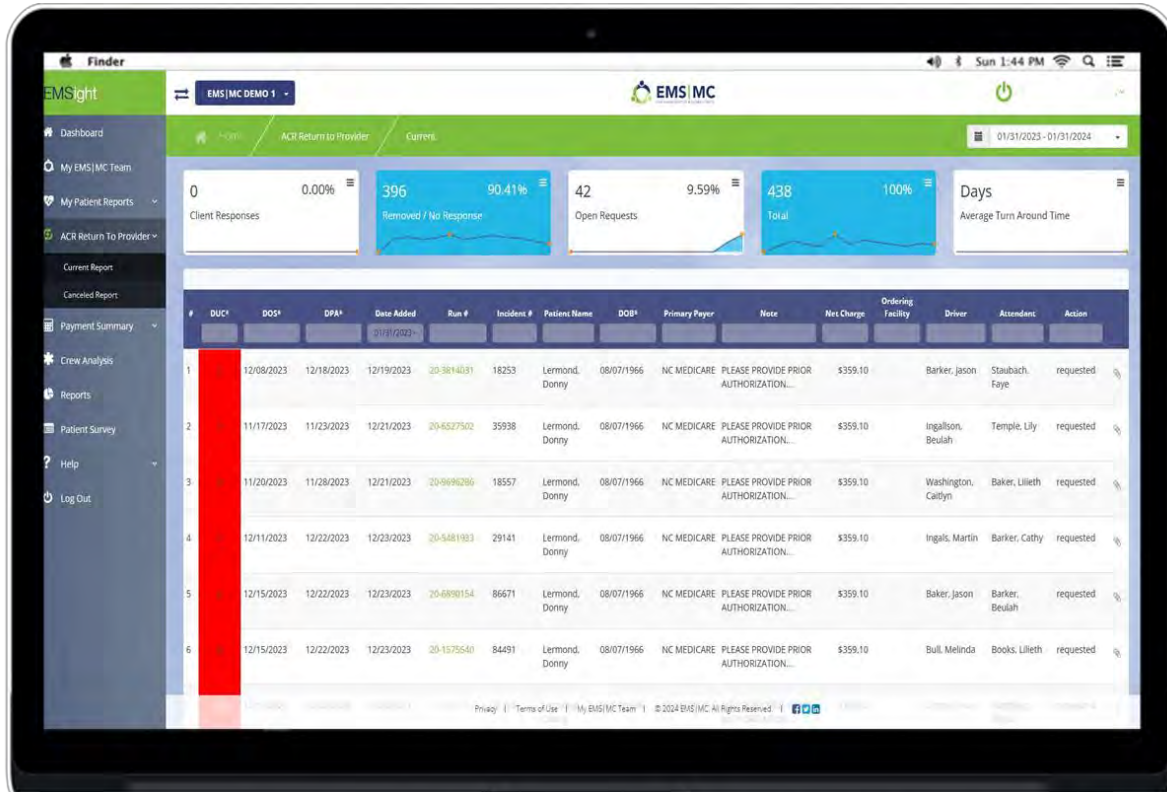


ACR Return to Provider | (ACR RTP)

ACR RTP is workflow functionality that allows EMS|MC billing staff to return the trip back to the client as the trip is being worked in our billing system real time. Some of the reasons for returning trips back to clients are missing PCS form, incorrect information listed on the PCS form, missing patient address, etc.

The Hastings F.D. can access all the information under their fingertips, upload a missing file or correct the information on the portal. This interactive tool will allow us to collaborate with the Hastings F.D. in real time, identify trends & execute any disruption in cash flow. Below is an example of one of the ways EMS|MC utilizes the ACR RTP to maximize reimbursement opportunities:

- EMS|MC receives an ePCR with a narrative stating that there was an EKG done on the call, but we don't have the interpretation. This makes the trip billable at the BLS level even though an ALS intervention was provided. In order to bill at the highest appropriate level, we would need to ensure that we have that information. EMS|MC would place this trip on the ACR RTP giving the Hastings F.D. the opportunity to provide the EKG interpretation or the credentials of the paramedic that was on the call.



Reports

EMS|MC knows that business happens during non-traditional business hours and built **EMSight™** for real-time availability. Beyond the standard EMS|MC month-end reporting package that the Hastings F.D. will receive, **EMSight™** provides reliable ad-hoc reporting.

This includes but is not limited to:

- Account Analysis By Month and Payor By Trip Date
- Account Analysis By Month by Trip Date
- Aging Report by Current Payor (Aging Date Based)
- Charge Detail Report (Post Date)
- Charge Detail Report (Trip Date)
- Charge Type Detail Report (Post Date)
- Charge Type Detail Report (Trip Date)
- Client Demographics – Mileage
- Client Import Report
- Credit As Type Summary Report (Deposit Date)
- Credit As Type Summary Report (Post Date)
- Credit As Type Summary Report (Trip Date)
- Payment Credit By Payor (Deposit Date)
- Payment Credit by Payor (Post Date)
- Payor Mix by Gross Charges by Trip Date
- Trip Detail by Primary Payor

EMS|MC realizes that unique reports often need to be created to offer invaluable organizational insight. EMS|MC has consistently been able to develop & provide these reports. Ad-Hoc reporting requests will be reviewed with your Customer Success Executive & our Project Management/IT teams to determine & develop the most effective report.

Row #	Client Name	ID#	ZIP	Insurance #	Case Type	Status	Reason of response	Created At	Created By
1	EMS MC DEMO 1	08112024	2845-A	53802	Patient Not for Review	Called customer and left message	Patient Insurance/Demographic Updates	08/26/2024	Aches, Jacob PATTERSON
2	EMS MC DEMO 1	08112023	2807-A	89493	Patient Not for Review	Customer called in to provide insurance information	Power of Attorney Entry	08/03/2024	Aches, Jacob PATTERSON
3	EMS MC DEMO 1	08119/2023	7275-A	10048	Patient Not for Review	Unable to reach customer	ACR updates	12/01/2023	Aches, Jacob PATTERSON
4	EMS MC DEMO 1	08119/2023	8858-A	24788	Patient Not for Review	Called customer and left message	ACR updates	11/30/2023	Aches, Jacob PATTERSON
5	EMS MC DEMO 1	08119/2023	1168-A	86302	Patient Not for Review	Called customer and left message	Patient Insurance/Demographic Updates	11/29/2023	Aches, Jacob PATTERSON
6	EMS MC DEMO 1	10/25/2023	0383-A	72563	Patient Not for Review	Unable to reach customer	ACR updates	11/15/2023	Aches, Jacob PATTERSON
7	EMS MC DEMO 1	08/26/2023	4434-A	71946	Patient Not for Review	Customer called in to provide insurance information	ACR updates	11/09/2023	Aches, Jacob PATTERSON
8	EMS MC DEMO 1	08/24/2023	2783-A	89496	Patient Not for Review	Unable to reach customer	ACR updates	11/03/2023	Aches, Jacob PATTERSON

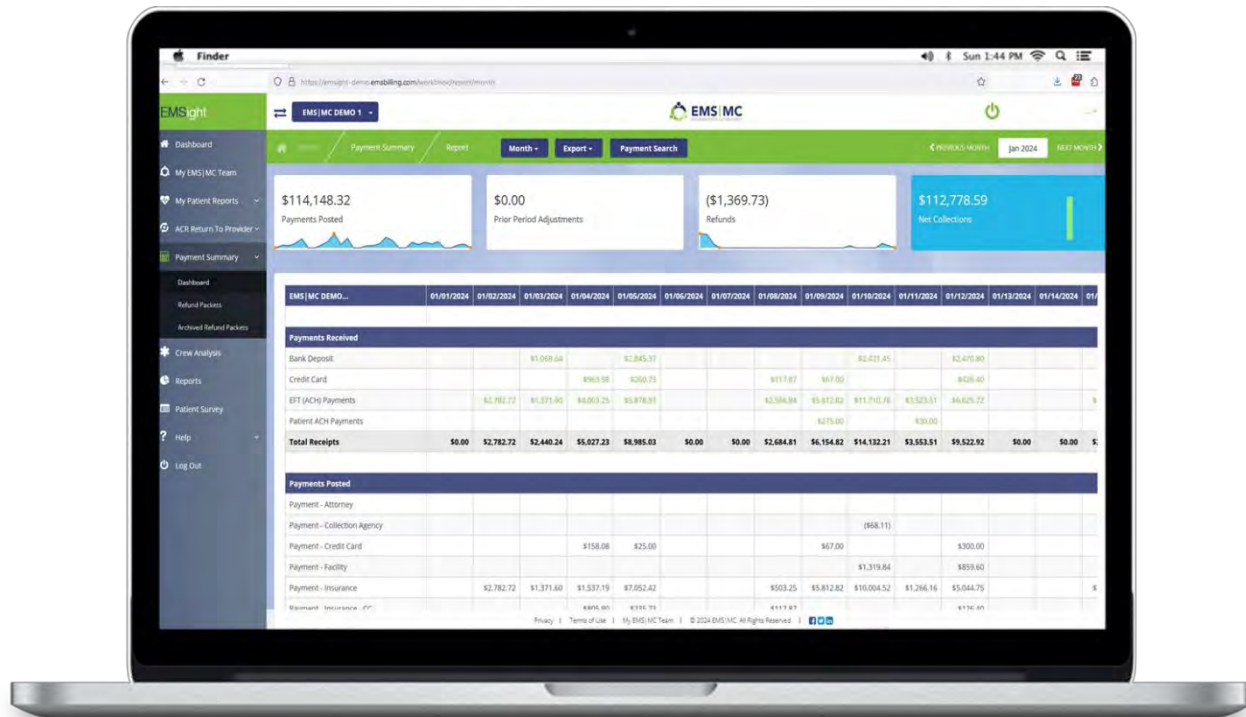
There is no additional charge for customized reporting.



Payment Summary

Payment Summary provides access to financial dashboards & reports. Drillable dashboards show several financial metrics for any given month - the amount of posted payments, prior period adjustments, refunds, & net collections.

The Payments Received section shows daily amounts for Bank Deposits, Credit Card payments, Direct to Client payments, EFT payments & Patient ACH payments. Each daily amount is drillable & will show the detailed report of all payments. Like Payments Received, the Payment Posted section is broken down into 14 subcategories with daily totals, followed by Reconciliation & Refunds sections.



The payment summary is probably my favorite thing about y'all. That we're able to see everything live - there's no waiting to find out what you've all collected, and that's by far my favorite thing.

- Nanette W.

Wakulla County EMS

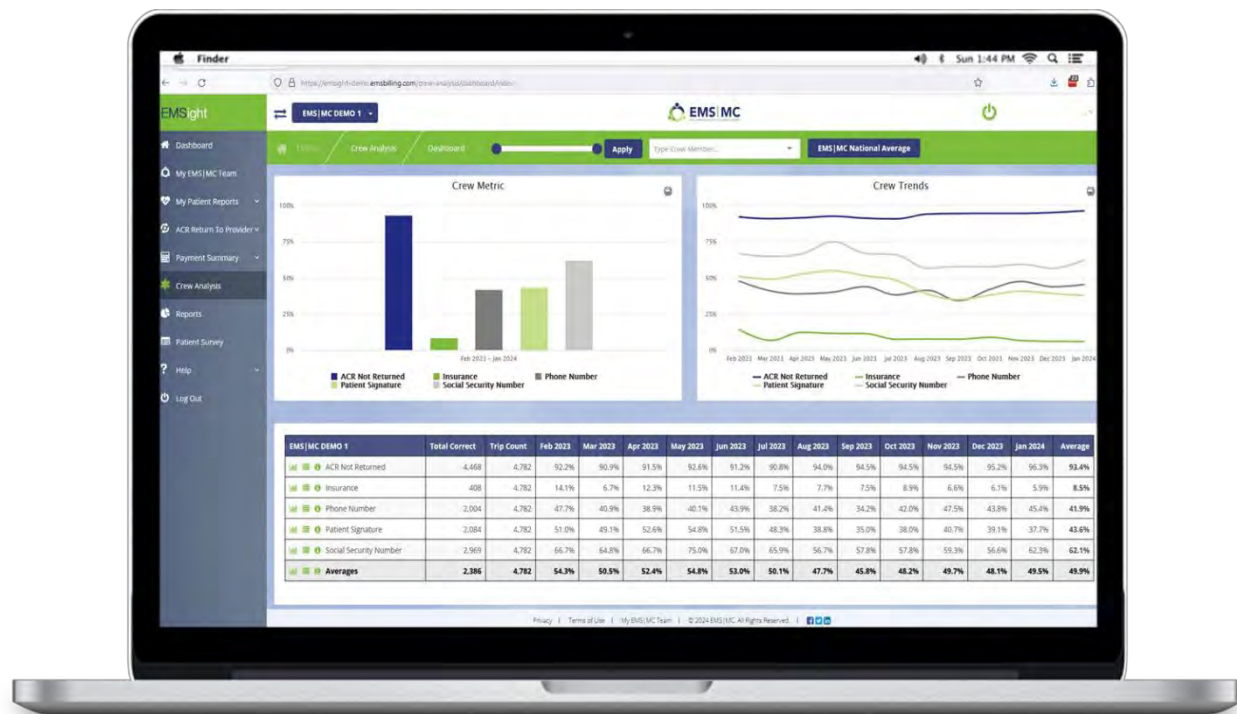


Crew Analysis®

Crew Analysis® provides the ability to quantify how often crew members are documenting specific data points on their PCR's: Patient signature, Phone number, Insurance with policy number, Social Security Number & whether the trip was returned on the ACR RTP report. This tool will also allow the Hastings F.D. to review your documentation scores & averages in comparison to the EMS|MC National Average. The Hastings F.D can also utilize the "Crew Member Trend Chart" to depict documentation trends for crew members over the last 12 months, or within a specific date range if desired. The Hastings F.D. that utilize the ordering facility functionality can view trips by ordering facility in Crew Analysis®. Capturing these in-depth data analytics can be used both to incentivize & to drive training:

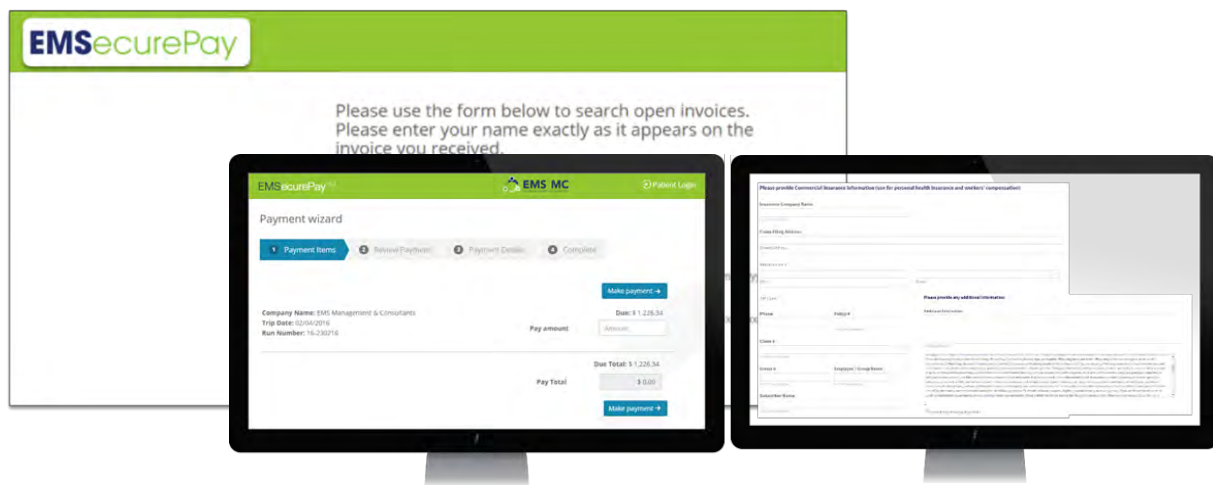
- Provides internal feedback
- Qualifies for improvement the variables within your control
- Increase's compliant collections
- Showcases clean claims produced by crew members
- Reveals organizational trends contributing to production/regression

This information is available in a report form that can be downloaded & printed. The Hastings F.D. will have the ability to print multiple crew member scorecards at one time from the Crew Analysis Metrics Crew List. This report is to aid in crew level performance review & training resulting in providing information needed to maximize revenue collection.



Our billing system can manage both scheduled payments, & payment plans. Once an account is on a payment plan, the patient will receive an invoice indicating that a time payment arrangement has been established, with a statement of understanding for the patient to sign. Each month, the patient receives a cumulative invoice reflecting the historical credits & dates posted.

Each invoice includes the Client's dedicated toll-free number. **EMSecurePay** gives patients the ability to provide feedback about their EMS experience with patient care & billing, via an online survey.



EMSecurePay, located on www.emsmc.com, is EMS|MC's secure online payment portal that allows patients to easily pay their invoices. This online portal is intuitive, PCI DSS compliant & is tested & certified quarterly by an independent third-party vendor.

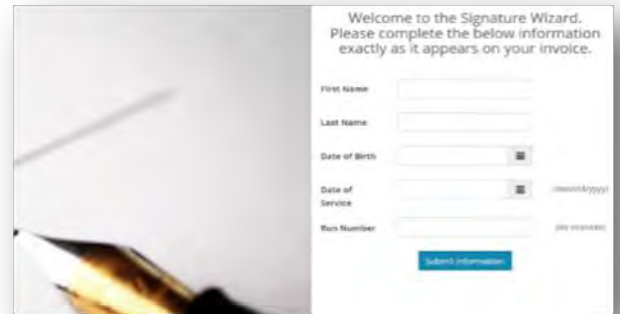
For payments, patients enter a few key pieces of information from their invoice to **EMSecurePay**. Patient balance(s) are then retrieved in real-time from our billing system & displayed to patients. The rest of the payment process uses a checkout online wizard. Patients can select to pay one, few or all outstanding invoices. They can also setup a payment plan, enter credit card/bank information & pay the invoice. Payments can be made via credit card, ACH, PayPal, or Venmo.

Optionally, they can print a copy of the receipt & create a new account. Patients who created an account on **EMSecurePay** can manage their reoccurring payment plans & access past receipts. Additionally, patients have the option to make ACH payments.

EMS|MC collects over \$5.5 million in patient payments each month on behalf of all our clients. **EMSecurePay** helps to maximize our client's revenue by offering various payment options & payment plans. In addition, our customer service representatives are available to take patient calls & complete the payment process over the phone.



EMSign is EMS|MC's secure online web portal allowing patients, or their legal representatives to electronically sign the Ambulance Signature/Claim Submission Authorization Form.



Patients will be mailed an Ambulance Signature/Claim Submission Authorization Form. Patients or their legal representatives can sign the form & mail it back to EMS|MC or they can sign the form electronically using our **EMSign** online portal. Completed forms are automatically converted to PDF files & saved to an EMS|MC document management system where they can be retrieved by EMS|MC billing or compliance staff. **EMSign** helps to maximize & accelerate our client's revenue by replacing the regular mail option with the convenience of submitting their signature electronically. Because the process is fully automated the human error of manually retrieving & processing forms is greatly reduced.

EMSight™ is EMS|MC's secure online business intelligence dashboard & reporting solution with real-time patient search functionality, collaboration/workflow tools, & robust payment posting module. **EMSight™** offers daily, weekly & monthly reports with detailed accounting of billing & collections, including both summary & detail-level data in an easy-to-interpret format. **EMSight™** was built around client feedback & was made to make your life easier. As an attentive partner we attest to being dedicated to continuous process improvement & transparency for our client partners.

The Client's designated personnel has their own login ID & password for our secure client online portal website. Individual access is granted to a particular feature/portal and is based on the Client's preferences and job function. There is no limit on number of licenses or client employees accessing **EMSight™**. After logging in to the portal, clients are presented with a drillable dashboard divided into four subject areas:

Billable Trips, Gross Charges, Net Collections, & Account Receivables. Each icon or number displayed on the dashboard is drillable & will promptly display second or third level reports. Reports can be filtered by various criteria & exported to an Excel or PDF format.

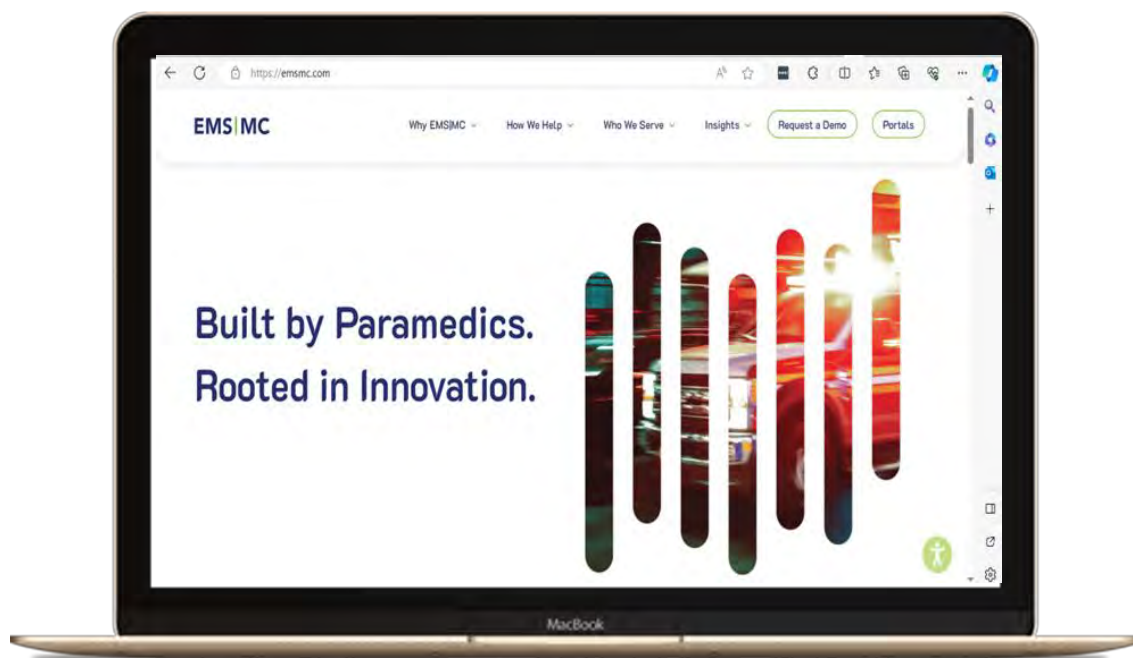


Data Security

EMS|MC adheres to a defense in depth strategy to protect the confidentiality, integrity, and availability of information across our networks. This includes both policy and technical controls to mitigate the risks of unauthorized access and allowing access only to the minimum necessary for a particular role. EMS|MC employs the following types of controls: availability, physical security, data security, backups, disaster recovery, and monitoring. EMS|MC utilizes a quarterly PCI-DSS scans to attest to compliance, an annual SSAE-18 audit around business processes, and an annual HIPAA compliance validation from a 3rd party auditor.

Availability, Fault Tolerance

- Dual-redundant firewalls
- Dual-redundant Internet service providers
- Private cloud and public cloud environments architected for high-availability and fault tolerance
- RAID – Redundant Disks in servers
- Redundant power infrastructure for critical information systems and redundant multi-pathed uninterruptible power supplies (UPS)
- Quarterly generator tests to simulate partial and full building power failures



Initial & On-Going Training - EMScholar™ - Our Online Documentation Platform

EMScholar™
powered by **VAIRKKO**

EMSstart anticipates your business & training needs. While our team proactively addresses technical matters, we also focus heavily on training & education during the EMSstart deployment process. This training comes at no additional cost.

EMS|MC provides on-site documentation training, complemented by EMScholar™, our online NAAC Certified documentation training platform. We also provide in-depth training on our interactive applications, EMSight™ & our secure FTP, which are available to you 24/7.

Chief Compliance Officer, Ryan Stark & our Learning & Development team annually audit & update EMS|MC's PCR documentation course. Ryan also provides additional compliance training & updates on an as needed basis as new compliance regulations are put into place.

EMS|MC's Customer Success Department is solely tasked with building long-term partnerships with our clients through dedicated account management processes. Your Customer Success Executive will provide onsite training during the deployment phase of our partnership & at increments deemed necessary.

EMScholar™ & Crew Analysis®

Client training is a critical milestone of the EMS|MC onboarding process & once the engagement begins, EMS|MC will connect your team to EMScholar™, our education platform. Our EMScholar™ education portal provides up-to-date content verified by industry experts at Page, Wolfberg & Wirth. EMScholar™ offers onsite & online training with 24/7 access to courses anywhere an Internet connection is available. Our courses are taught by knowledgeable instructors who average 20 years of experience &/or education. EMS|MC understands flexibility is vital in the world of EMS - Our online format gives you the opportunity to further your knowledge while fulfilling your other responsibilities by allowing you to choose when & where you learn.

During the onboarding process EMS|MC will be sent "test trips." This allows our data management team to ensure all data points are being imported appropriately, offering assurance of a smooth transition. After reviewing these trips, we will provide directional feedback for compliant billing, providing the resources to achieve it through EMScholar™, our educational portal.



Advocacy and Market Updates

Partnering with EMS|MC as your revenue cycle management partner means that we will work with you, and for you, to increase your reimbursements, minimize denials and maximize revenue.

EMS|MC knows from experience that no two agencies are alike, yet each of our clients can benefit from the benchmarking and trends in neighboring localities or municipalities of similar size. We have tremendous depth in the EMS marketplace and are well-versed in legislation and compliance issues that matter.

We develop relationships throughout the EMS industry keeping us abreast of what's going on in today's EMS landscape. Our advocacy team understands how critical it is to have someone in your corner rallying for the rights of the EMS community. Given our depth in the EMS industry and broad client base, spanning across the US, EMS|MC is committed to offering value to our clients that extends beyond the standard EMS billing service.

Regina Godette-Crawford, former Chief of the North Carolina Office of EMS, serves as EMS|MC's Advocacy Liaison whose role is to drive advocacy and compliance policies. Her presence inside at the local, state, and federal regulatory affairs gives all our clients "a seat at the table" in legislative matters. Regina has also recently been appointed as a member on the Ground Ambulance Balance Billing Biden/Harris Senate Committee.



Regina's focus on reimbursement matters, mobile integrated health programs and other EMS issues assist our clients as they navigate through the ever-changing healthcare marketplace. EMS|MC takes an active role in state and regional EMS associations and reimbursement committees allowing us to be directly involved in legislative and regulatory changes that impact EMS agencies.



Cost Proposal

The EMS|MC Full Revenue Cycle Management Solution pricing is an all-inclusive price, including but not limited to:

- Full revenue cycle management services
- EMSight™ and Crew Analytics Reporting
- Customizable ad-hoc reporting
- Consulting & Advocacy
- NAAC Certified Documentation Training – EMScholar™

EMS|MC's advanced pricing model ensures we can offer the best possible rates to our clients. EMS|MC can offer the Revenue Cycle Management Solution services above at fee of **22 per claim***. There are no hidden fees or fees added later.

We appreciate your consideration and look forward to hearing from you!

** Net collections is the sum of all payments less refunds applied during the same period(s).*



BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ 2025, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the CITY OF HASTINGS, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days’ prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
 - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
 - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
 - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
 - iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client (“Users”) with access to EMS|MC Web Portals (the “Portals”), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User’s rights; (iii) monitoring Users’ access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User’s compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User’s employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User’s access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User’s access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User’s access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to \$22.00 per claim as defined below (the “RCM Fee”). Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. Client shall also pay 2% of the credit card convenience fees charged by Virtual Credit Card Payors; provided, however, Contractor will continue to try to convert payers from credit card to ACH, as it is the preferred method of payment. Together, the RCM Fee and the credit card convenience fee are referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on November 1, 2025, and shall thereafter continue through October 31, 2026, ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions

as stated herein, for two (2) successive one (1) year terms (each a “Renewal Term”), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the “Term”.)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client’s payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the “Wind Down”), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this

Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct,

designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. COOPERATIVE PROCUREMENT. "The Contractor shall extend the same pricing and terms of this contract to any other eligible public agency that wishes to participate in this cooperative agreement."

10. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES. Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 10 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

11.PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under

this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

12. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be

brought by Client against EMS|MC after the earlier of the following to occur (the “Claim Time Limit”): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC’s past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the “Non-Direct Damages Waiver”).

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC’s gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be

sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

13. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and

collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

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

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

City of Hastings

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1

Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the ____ day of _____ 2025, by and between the City of Hastings, hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

City of Hastings

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Updated Fee Schedule

Meeting Date: October 27, 2025

Recommended Action:

Motion to adopt **Resolution 2025-25** to amend the fee schedule for the City of Hastings, effective November 1, 2025.

Background Information:

In order to bill for EMS services, we need to add fees to our fee schedule. The presented fee schedule transfers the Haz Mat fees from a separate section at the end to the Fire Department section. It also includes medical charges for service.

Financial Implications:

This resolution will allow us to bill for ambulance services that are presently not being recouped.

Attachments:

- Resolution 2025-25

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

RESOLUTION 2025-~~17~~25
FEES FOR VARIOUS SERVICES

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

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

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

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

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

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

FIRE DEPARTMENT	
Emergency Response Cost Recovery*	
Engine with one firefighter	\$250.00/hr
Tanker with one firefighter	\$250.00/hr
Brush rig with one firefighter	\$150.00/hr
Command vehicle	\$150.00/hr
Ladder truck	\$350.00/hr
Each additional firefighter	\$35.00/hr
EV and Hybrid Fire	\$200.00/hr
Firefighting encapsulating agent use	\$100.00/gal
Hazardous Materials Clean-up Minimum	\$200.00
Peat Sorb	\$100.000
Vehicle extrications	\$550.00
False Alarm Run <i>(Only for mechanical alarms that have more than 3 occurrences per calendar year)</i>	\$750.00
Fire Reports	\$5.00
Medical Response Fees	
Ambulance BLS response	\$850.00
Treat no-transport BLS	\$200.00
BLS standby	\$150.00
Oxygen administration	\$50.00
Mileage	\$15.25 per mile
*Personnel costs, supplies, mileage, and other support costs may also apply as an additional charge.	

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

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

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

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

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

RIVERSIDE CEMETERY	
Burial Rights - Babyland Space (Bonafide legal resident of the City/Non-resident taxpayer)	\$150.00
Burial Rights - Babyland Space (Non-resident)	\$450.00
Burial Rights - Certificate Transfer (Plus difference between resident/taxpayer and non-resident fee)	\$25.00
Burial Rights - Cremation Space (Bonafide legal resident of the City/Non-resident taxpayer)	\$150.00
Burial Rights - Cremation Space (Non-resident)	\$450.00
Burial Rights - Regular Lot (Bonafide legal resident of the City/Non-resident taxpayer)	\$300.00
Burial Rights - Regular Lot (Non-resident)	\$900.00
Grave Opening/Closing - Adult (Monday - Friday 8 AM - 5 PM)	\$700.00

Grave Opening/Closing - Adult (Saturday, Holiday, Other Hours)*	\$850.00
Grave Opening/Closing - Child, coffin 4 ft or less (Monday - Friday 8 AM - 5 PM)	\$350.00
Grave Opening/Closing - Child, coffin 4 ft or less (Saturday, Holiday, Other Hours)*	\$450.00
Grave Opening/Closing - Cremains (Monday - Friday 8 AM - 5 PM)	\$200.00
Grave Opening/Closing - Cremains (Saturday, Holiday, Other Hours)*	\$300.00
<i>*Note: Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.</i>	
Monument Foundation (per square inch)	\$0.50
Winter Burial Fee (additional) November 15 – March 31	\$150.00

HAZ-MAT COST RECOVERY FEE SCHEDULE

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

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

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

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

MOTION DECLARED ADOPTED.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the **27th day of October**, 2025 by the City Council of the City of Hastings, by a vote of _____ member(s) voting in favor thereof, _____ member(s) voting against, and _____ member(s) absent.

Linda Perin, City Clerk



City of *Hastings* Michigan

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

201 E. State Street 49058

To: City Council

From: Chief Jordan

Subject: Replacement of Firefighting Protective Clothing

Meeting Date: Oct 27th, 2025

Recommended Action:

Motion to approve the purchase of two complete sets of firefighting protective clothing from Axes and Iron in the amount of **\$9,090**.

Background Information:

The NFPA strictly regulates fire protective clothing worn by firefighters; no safety equipment worn by a firefighter may be older than 10 years past the manufacturer's date. As a department, we have routinely purchased replacement protective clothing annually to avoid the need for a complete replacement at once. These two sets will replace two sets set to expire in early 2025 and include boots, Gloves, wildland, and a Nomex hood. Everything a firefighter wears is part of daily operations.

Financial Implications: We will use the budgeted funds from CIP F5 designated for this purpose, with a total budgeted amount of \$15,600



920 O'MALLEY DR
COOPERSVILLE, MI 49404
P: (616) 997-4033
Dealer Code:

BILL TO
HASTINGS CITY FIRE DEPARTMENT - 106226
201 E. STATE ST.
MICH
HASTINGS, MI 49058
P:

DELIVER TO
HASTINGS CITY FIRE DEPARTMENT -
106226
110 E Mill St
HASTINGS MI 49058
P:

ESTIMATE: EP201000500

ESTIMATE:

DATE SHIPPED	SHIP VIA	DATE INVOICE	SALESPERSON	UNIT ID	VIN	SALE TYPE	TERMS	CUSTOMER PO#
9/23/2025	BEST WAY POSSIBLE		A.WATKINS			PRET	AR30	

QTY SHP	QTY BKG	ITEM	DESCRIPTION	BN	UNIT PRICE	EXTD PRICE
1		201F/132164	FXR CUSTOM TURNOUT FULL SET	NOLOC	3,250.00	3,250.00
1		201F/1 32162	TECGENSI DELUXE FULL SET	NOLOC	740.00	740.00
1		201F/132166	DEX-PRO 3D LEATHER GLOVES	NOLOC	105.00	105.00
1		201F/132163	FDXL200 RED LEATHER FIRE BOOTS	NOLOC	450.00	450.00
1		FRT	FREIGHT-TBD UPON DELIVERY			

ESTIMATE

Disclaimer of Warranties:

All warranties on the product sold hereby are those made by the manufacturer. The seller here by expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said merchandise. Labor associated with any install of merchandise product is not warranted or assumed liability by installer for any defect in manufactured product.

Parts Return Policy:

You are entitled by law to the return of all parts replaced, except those which are too heavy or large, and those required to be sent back to the manufacturer or distributor because of warranty work or an exchange agreement. You are entitled to inspect the parts which cannot be returned to you.

Additional Terms:

- Returns of special order items are subject to a 25% restocking fee.
- No returns after 60 days. No return on electrical parts.
- A 3% processing fee applies to credit card payments.

SUB-TOTAL	\$ 4,545.00
TAX	\$ 0.00
PREPAY	\$ 0.00
FREIGHT	\$ 0
TOTAL	\$ 4,545.00

Please Remit Payment to:
920 O'MALLEY DR
COOPERSVILLE, MI 49404

SIGNATURE X _____



920 O'MALLEY DR
COOPERSVILLE, MI 49404
P:(616) 997-4053
Dealer Code:

BILL TO
HASTINGS CITY FIRE DEPARTMENT - 106226
201 E. STATE ST.
MICH
HASTINGS, MI 49058
P:

DELIVER TO
HASTINGS CITY FIRE DEPARTMENT -
106226
110 E Mill St
HASTINGS MI 49058
P:

ESTIMATE: EP201004500

ESTIMATE:

DATE SHIPPED	SHIP VIA	DATE INVOICE	SALESPERSON	UNIT ID	VIN	SALE TYPE	TERMS	CUSTOMER PO#
9/23/2025	BEST WAY POSSIBLE		A. WATKINS			PRET	AR30	

QTY SHIP	QTY B/O	ITEM	DESCRIPTION	DN	UNIT PRICE	EXTD PRICE
1		201F/132164	FXR CUSTOM TURNOUT FULL SET	NOLOC	3,250.00	3,250.00
1		201F/132163	TECGEN51 DELUXE FULL SET	NOLOC	740.00	740.00
1		201F/132166	DEX-PRO 3D LEATHER GLOVES	NOLOC	105.00	105.00
1		201F/132161	FDXL200 RED LEATHER FIRE BOOTS	NOLOC	450.00	450.00
1		FRT	FREIGHT-IBD UPON DELIVERY			

ESTIMATE

Disclaimer of Warranties:

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of and merchandise. Labor associated with any install of merchandise purchased is not warranted or assumed liability by seller for any defect in manufacturer product.

Parts Return Policy:

You are entitled by law to the return of all parts replaced, except those which are too heavy or large, and those required to be sent back to the manufacturer or distributor because of warranty work or an exchange agreement. You are entitled to inspect the parts which cannot be returned to you.

Additional Terms:

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- No returns after 60 days. No return on electrical parts.
- A 3% processing fee applies to credit card payments.

SUB-TOTAL	\$ 4,545.00
TAX	\$ 0.00
PREPAY	\$ 0.00
FREIGHT	\$ 0
TOTAL	\$ 4,545.00

Please Remit Payment to:
920 O'MALLEY DR
COOPERSVILLE, MI 49404

SIGNATURE X _____



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Schedule Joint City Council/Brownfield Authority Board Workshop Meeting

Meeting Date: October 27, 2025

Recommended Action:

Motion to schedule a Joint City Council/Brownfield Authority Board Workshop meeting for **Wednesday, November 5, 2025 at 6:30 pm.**

Background Information:

Our consultants at SME would like to schedule a kickoff meeting with the City Council and Brownfield Board for the incentive design project. The purpose of this meeting will be to provide education and background information on the Brownfield Housing TIF and discuss how different communities have approached these incentives. We expect this meeting to take about an hour and a half.

Financial Implications:

None.

Attachments:

None.



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Citizen's Academy Update

Meeting Date: October 27, 2025

Recommended Action:

None – for discussion only.

Background Information:

One of Council's goals for the year was to establish a Citizen's Academy. The Academy would serve as a means for interested people to learn more about the City's administration and operations. This is especially helpful and meaningful for residents who are interested in running for local office, serving on a board or commission, or understanding more about their own community.

Special Projects Manager Vester Davis has compiled some preliminary information for your consideration, which is enclosed. We plan to open the application process in November and have a class established by early January.

Financial Implications:

There are small costs associated with this program, which have been budgeted.

Attachments:

- Citizen Academy Flyer
- Citizen Academy Overview
- Draft Schedule

CITY OF HASTINGS CITIZENS ACADEMY

Learn to become a community ambassador!

An 8-week course exploring key local government functions including law enforcement, taxes, community development, parks, infrastructure, motor vehicle, governance, public services, and so much more.



Classes begin January 27! Enrollment is open for primarily Hastings residents, ages 18 and up, on a first-come-time visit. The class is limited to no more than 15 participants. Apply as soon as possible.

Citizens Academy

FACILITY TOURS

Connect with a neighbor

Equipment Demo

Q @ A

CITY OF HASTINGS

Street Address
201 E. State Street
Hastings, MI 49508
(269) 945-6006

WWW.HASTINGSMI.GOV

Mon.-Friday 8 AM-4 PM



CITIZENS ACADEMY CLASS OVERVIEW

What? What is the City of Hastings Citizen Academy?

- The newly formed Hastings Citizens' Academy is designed to provide Hastings' residents with an opportunity to expand their knowledge of the structure and functions of their city government. Each special learning session will offer an in-depth look at the fundamentals of the City's administration including library, finance, streets, parks, cemeteries, utilities, public safety, community development, downtown, and more. Additional topics covered will include the basics of local government, elections, local history and more.
- Graduates of the Academy will be honored at a City Council meeting following the completion of the program.

Why was the program created?

- The purpose of Hasting's Citizen Academy is to:
 - Educate and energize residents!
 - Encourage new leaders and volunteers!
 - Spread the community pride and engagement!
- The Citizen Academy is an ideal program for community leaders, current or potential future appointed/elected officials, or curious residents with an interest in local affairs.
- Participants will increase their knowledge of City operations while demonstrating their commitment to the community, networking with fellow community members, engaging with City staff, and becoming better equipped to help shape the future of the community.

When? What other dates do I need to know?

- The Hastings Citizen's Academy will begin in the winter of 2026.
- It is the expectation of the program that participants will attend at least 5 out of 6 full sessions.
- The application window will open in November of 2025.
- Applicants will be notified by January 9, 2026 if they have been accepted into the program.



CITIZENS ACADEMY CLASS OVERVIEW

Where? Where will the sessions be held?

- Sessions will be held at various City of Hastings facilities as well as walking to other locations throughout the city. Location information will be provided with the program itinerary. Participants are responsible for their own transportation to and from each session.

How? How do I apply? How will I know if I am accepted?

- The 2026 Citizens' Academy application window will close once the class reaches its capacity, but by no later than January 9, 2026.
- Applicants will receive confirmation that their submitted application has been received.

More: What else do I need to know?

- **ATTIRE:** There is no dress code, however, we recommend business casual attire (jeans are ok!) and comfortable shoes for walking. Sessions will be held in various locations, so please dress comfortably for indoor and outdoor settings during the winter.
- **COST:** Free!



CITIZENS ACADEMY DRAFT CLASS SCHEDULE

January 27, 2026	Wk1:	Introductions, Local Government Participation, & Learn about the Hastings Public Library - Learn about the City's organizational structure, administration, and elections. Find out how you can become informed and participate! -Tour the library!
February 5, 2026	Wk2:	Overview of Public Service Operations including Parks, Cemetery, & Streets - Take a look at a behind-the-scenes tour of the DPS Service facility! - Learn about the Streets Department.
February 12, 2026	Wk3:	Water Treatment / Wastewater / Stormwater - Learn about clean and wastewater treatment procedures
February 19, 2026	Wk4:	Planning/Zoning, Community and Downtown Development - Gain an understanding of how the city implements a vision for the future. -Volunteerism -Importance of core planning and zoning principles. -Marketing, attracting, and retaining visitors downtown
February 26, 2026	Wk5:	Learn about Revenue & Taxation - Learn about property taxes including how property taxes are split between different jurisdictions -Learn about other forms of city revenue.
March 5, 2026	Wk6:	City of Hastings Budgeting/Strategic Planning -Learn about the budget process -How do the community benefit from capital and financial planning? -Community investment and partnership
March 12, 2026	Wk7:	Police, Fire, EMS, & Code Enforcement -Understand the City's approach to public safety through policing, fire protection, and emergency rescue. -Community Engagement.
March 23, 2026	Wk8:	City Council Meeting & Graduation -Participants will be recognized by Mayor & Council



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 September 2025

Staffing

Ofc. Chojnacki has completed the Shadow phase of his training and has been assigned to the 6a-6p shift. Ofc. Chojnacki will continue with our training program for the next several months. Ofc. Chojnacki has performed well and adds to our already amazing team.

Employed Recruit Brennan Sensiba continues to attend the KCC Regional Police Academy, along with assisting us with parade and community events.

The posting of the Detective/Sgt. Position provided three individuals who expressed interest in the promotional process. I have started the process and anticipate the testing to begin the third week of November.

AES radio encryption is a hot topic for our county. Some of our radios have been upgraded but still require further upgrades. The Feds along with the State of Michigan have required our radios to have encrypted talk groups sooner rather than later. The current encryption we carry on our radios does not have the required encryption. I am currently seeking the costs associated with the required encryption. Please know that when this happens, it is not a want, but a need, along with a mandated change that is unfunded by the Fed/State.

STATS

The past month, officers responded to 503 calls for service, with a total of 25 arrests, 15 traffic accidents, and 7 non-traffic accidents. Officers issued a total of 36 citations, 20 being moving violations, 16 being non-moving violations. Officers conducted a total of 95 traffic stops for the month of September.

RESERVE OFFICERS

The Reserve Department contributed 43 hours for the month of September.

TRAINING:

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

EVENTS

The Household Hazardous Waste takeback event on 09-20-25 showed numbers of 420 vehicles coming through gate with 27% of vehicles turning in medications. There was a total of 5LB 7oz of controlled medications collected along with 13 LB of vaping devices returned. The total number/weight of unused medications and or sharps is unknown at the time of report.

Hastings Schools

The PD facilitated a safe route for the school to conduct the Homecoming Parade.

UPCOMING EVENTS

Closure of Green Street for Halloween activities.

RECEIPT OF RADAR

We have received both the new radar trailer and the portable radar sign. The software is being installed, and you should see the units being utilized shortly.

BODY CAMERAS

I have made the request to the supplier of our body cameras for the TAP refresh. Essentially, what this means is we will receive all brand-new equipment within the next two months. This is part of the cost already paid in the contract so no new expenses. The new cameras are the best of what is available from Axon Enterprise, allowing them to be utilized as a standalone device or paired with the POV camera. We will continue to utilize the POV (collar-mounted) camera, but now have the option to record from the controller.

Code Compliance report

Report attached.

Respectfully submitted,

Dale Boulter

Chief of Police

HASTINGS CITY COUNCIL MONTHLY REPORT MONTH OF SEPTEMBER 2025

From Hastings Police Department

Chief Dale Boulter

Total Complaints: 503

Total Arrests: 25

Adults 10 A&B-2, DWLS-2, OWI Drugs-1, OWI Alc-3, Vehicle theft-1, Weapons offence-1.

Juveniles: 1 Probation violation-1.

Arrests Warrants for Other Departments: 13 Obstructing justice-13.

Traffic Summary:

Traffic Accidents: 15

Property Damage: 8 **Injuries: 7** **Fatal: 0** **Non-Traffic: 7.**

Tickets Issued: 36

Moving Violations Issued: 20

Non-Moving Violations: 16

POLICE VEHICLES

TOTAL MILES: **5,503**

TOTAL GALLONS OF FUEL USED: **570.5**

<u>VEHICLE</u>	<u>MILAGE</u>	<u>VEHICLE</u>	<u>MILAGE</u>
<u>41/2020 FORD</u>	<u>70,161</u>	<u>45/2018 FORD</u>	<u>46,630</u>
<u>42/2021 FORD</u>	<u>70,472</u>	<u>46/2022 FORD</u>	<u>51,563</u>
<u>43/2023 FORD</u>	<u>22,463</u>	<u>47/2023 FORD</u>	<u>25,862</u>
<u>44/2024 FORD</u>	<u>5,484</u>	<u>48/2016 FORD</u>	<u>95,071</u>
		<u>49/2015 FORD</u>	<u>21,778</u>

ADDITIONAL INFORMATION:

The Hastings Police Reserve officers worked a total of **43** 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	7	1	27	21	+6
P D ACCIDENTS	8	14	92	86	+6
NON-TRAFFIC	7	6	43	85	-42
SPEEDING	1	2	62	51	+11
OTHER HAZARDOUS	19	7	98	75	+23
NON-HAZARDOUS	16	28	122	138	-16
PARKING	3	0	216	105	+111
<u>TOTAL</u>	61	58	670	511	+159

City of Hastings
Code Compliance Officer
September 2025 Activity Report



QUANTITY	COMPLAINT
4	Animal related (90-835)
4	Grass and weeds more than 8" tall (38-105)
4	Compostable yard debris and refuse in right-of-way, snow piles (74-39, 74-71, 74-72)
3	Garbage Code Violations (66-88/89/90/93/94)
4	Vehicles parked on unapproved surfaces – residential zones (90-929)
8	Unlicensed/Inoperable vehicles, parts, or tire storage (38-76, 77, 78)
13	Refuse and debris in unscreened area of yard (90-881, 90-882)
1	Rental Property Issues & Complaints
25	Signage issues/ Signs in Right-Of-Way
0	Fencing Issues
4	Fence Permits Issued
5	Structure & Building Maintenance Issues
0	Recreational Vehicle Issues
1	Abandoned refrigerator w/door attached (54-61)
4	Sidewalk parking/right-of-way obstructions (74-71)
44	Miscellaneous Issues & Complaints
124	Total Violations/Complaints Handled
9	Letters sent
1	Citations issued
117	Follow Ups
NOTES:	Miscellaneous Issues/ Complaints details
	The past due rental inspection project is nearing completion. It started in February with 225 rental properties with past due inspections and is currently at 3. All property owners' addresses and contact information have been updated. Going forward the normal inspection notification and follow up process will be easier and less timely.

Miscellaneous Issues/ Complaints details, continued

[illegible]

Investments & Deposits Status Report as of September 30, 2025

Institution	Account Description	Balance	Interest Rate
Flagstar	Common Cash (Primary Checking)	\$ 4,124,921.26	0.43%
	Payroll	\$ 2,145.39	0.45%
	Savings	\$ 8,910,025.48	3.33%
	**Tax Collection	\$ 653,459.71	N/A
	Total	\$ 13,690,551.84	
<i>** Includes funds collected on behalf of other governmental agencies</i>			
Highpoint	Common Cash	\$ 69,315.19	N/A
	Drug Enforcement	\$ 18,211.94	N/A
	Library PayPal-Closed & Transferred to Flagstar	\$ -	N/A
	*Tax Collection	\$ 139,118.00	N/A
	Total	\$ 226,645.13	
<i>* Includes funds collected on behalf of other governmental agencies</i>			
Michigan CLASS	General Fund (Pooled)	\$ 6,682,544.07	4.2827%
	Water & Sewer	\$ 614,056.90	4.2827%
	Equipment Fund	\$ 311,885.95	4.2827%
	Total	\$ 7,608,486.92	
American Dep Mgmt Co	Money Market Account	\$ 4,043,323.37	4.11%
	Total	\$ 4,043,323.37	
Total, All Investments & Deposits		\$ 25,569,007.26	

Institution	Balance	% of Total
Flagstar	\$ 13,690,551.84	53.5%
Highpoint	\$ 226,645.13	0.9%
Michigan CLASS	\$ 7,608,486.92	29.8%
American Dep Mgmt Co	\$ 4,043,323.37	15.8%
Total	\$ 25,569,007.26	

Type of Investment or Deposit	Balance	% of Total
Interest	\$ 24,688,902.42	96.6%
Non-Interest	\$ 880,104.84	3.4%
Total	\$ 25,569,007.26	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

THIS YEAR FISCAL YTD 30-SEP-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-SEP-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
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FUND 101 - GENERAL FUND

REVENUE

TAXES	3,220,960.49	3,746,294	86.00%	3,433,126.94	3,638,300	94.00%
SPECIAL ASSESSMENTS	19,879.76	43,650	46.00%	24,675.03	32,500	76.00%
LICENSES & PERMITS	1,960.66	17,775	11.00%	7,037.62	19,250	37.00%
FEDERAL REVENUES	.00	0	0.00%	.00	236,216	0.00%
STATE SHARED REVENUES	28,615.25	1,153,016	2.00%	168,556.00	1,139,391	15.00%
INTERGOVERNMENTAL REVENUES	241,519.92	570,000	42.00%	18,174.28	923,228	2.00%
CHARGES FOR SERVICES	(2,198.18)	646,150	0.00%	12,016.27	668,100	2.00%
FINES & FORFEITURES	1,320.80	10,000	13.00%	1,383.70	8,500	16.00%
INTEREST AND RENTALS	721,598.39	430,840	167.00%	109,285.73	335,400	33.00%
OTHER REVENUE	19,305.33	73,500	26.00%	15,999.87	451,300	4.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%

TOTAL REVENUE & INCOMING TRANSFERS	4,252,962.42	6,691,225	64.00%	3,790,255.44	7,452,185	51.00%
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EXPENDITURES

CITY COUNCIL	36,135.93	77,525	47.00%	41,268.33	82,326	50.00%
MAYOR	3,309.76	16,445	20.00%	5,143.26	14,811	35.00%
CITY MANAGER	50,635.16	201,801	25.00%	50,100.96	192,810	26.00%
FINANCE DEPARTMENT	113,518.02	431,096	26.00%	66,543.79	396,945	17.00%
CLERK	25,707.15	121,552	21.00%	27,654.52	117,396	24.00%
INFORMATION TECHNOLOGY	67,065.97	271,100	25.00%	62,936.92	244,000	26.00%
BOARD OF REVIEW	.30	2,612	0.00%	250.12	2,512	10.00%
TREASURER	19,565.66	95,730	20.00%	17,017.57	83,928	20.00%
ASSESSOR	44,793.99	197,742	23.00%	35,388.77	171,282	21.00%
ELECTIONS	34,193.94	57,681	59.00%	11,752.51	56,368	21.00%
CITY HALL & GROUNDS	24,471.85	523,500	5.00%	24,417.14	158,950	15.00%
LEGAL AND AUDIT	1,600.00	73,500	2.00%	2,206.00	70,000	3.00%
OTHER GENERAL GOVERNMENT	464,578.71	568,147	82.00%	362,721.21	588,415	62.00%
POLICE	488,181.26	2,327,377	21.00%	438,968.59	2,099,689	21.00%
CODE COMPLIANCE	9,150.20	55,660	16.00%	8,753.43	50,962	17.00%
FIRE DEPARTMENT	199,941.58	614,032	33.00%	104,751.82	524,545	20.00%
INSPECTIONS	1,517.00	65,000	2.00%	30,700.00	100,000	31.00%
DEPT OF PUBLIC SERVICE ADMIN	31,772.95	191,890	17.00%	33,884.00	159,240	21.00%
PARKING LOTS - NON SAD	2,538.42	21,000	12.00%	2,370.65	23,000	10.00%
PARKING LOTS - SAD	4,615.27	31,460	15.00%	154,861.75	267,500	58.00%
STREET LIGHTING	24,214.13	118,000	21.00%	27,445.30	99,500	28.00%
COMMUNITY SERVICES	82,230.85	389,399	21.00%	26,296.84	300,355	9.00%
BROWNFIELD GRANT	.00	0	0.00%	.00	0	0.00%
PLANNING AND ZONING	1,618.52	17,736	9.00%	809.06	18,685	4.00%
JOINT PLANNING & ZONING	2,896.00	100	2896.00%	.00	400	0.00%
COMMUNITY & ECONOMIC DEVELOPMNT	37,636.33	160,957	23.00%	33,776.21	143,143	24.00%

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

THIS YEAR FISCAL YTD YTD ACTUAL	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-SEP-24	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET
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FUND 101 - GENERAL FUND

COMMUNITY DEVELOPMENT GRANTS	.00	100	0.00%	58,334.50	65,100	90.00%
CABLE ACCESS	2,393.82	12,422	19.00%	2,492.40	13,776	18.00%
PARKS AND RECREATION	365,155.04	542,581	67.00%	67,340.08	1,344,325	5.00%
ARTS AND CULTURAL ACTIVITIES	5,856.34	41,840	14.00%	25,628.69	81,526	31.00%
OTHER FINANCING USES	.00	281,624	0.00%	.00	549,696	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	2,145,294.15	7,509,609	29.00%	1,723,814.42	8,021,185	21.00%
NET REVENUE OVER EXPENDITURES	2,107,668.27	(818,384)		2,066,441.02	(569,000)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

THIS YEAR FISCAL YTD 30-SEP-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-SEP-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
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FUND 202 - MAJOR STREETS

REVENUES	219,842.53	841,849	26.00%	208,286.73	1,235,556	17.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	225,000	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	219,842.53	841,849	26.00%	208,286.73	1,460,556	14.00%
EXPENDITURES	125,620.58	805,878	16.00%	99,538.15	1,593,169	6.00%
OUTGOING TRANSFERS	.00	150,000	0.00%	.00	150,000	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	125,620.58	955,878	13.00%	99,538.15	1,743,169	6.00%
NET REVENUE OVER EXPENDITURES	94,221.95	(114,029)		108,748.58	(282,613)	

FUND 203 - LOCAL STREETS

REVENUES	88,581.74	370,551	24.00%	84,051.06	373,772	22.00%
INCOMING TRANSFERS	.00	250,000	0.00%	.00	300,000	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	88,581.74	620,551	14.00%	84,051.06	673,772	12.00%
EXPENDITURES	98,387.79	688,525	14.00%	135,539.59	721,691	19.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	98,387.79	688,525	14.00%	135,539.59	721,691	19.00%
NET REVENUE OVER EXPENDITURES	(9,806.05)	(67,974)		(51,488.53)	(47,919)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

	THIS YEAR FISCAL YTD 30-SEP-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-SEP-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
<i>FUND 209 - CEMETERY FUND</i>						
REVENUES	188,610.55	235,401	80.00%	202,545.54	273,779	74.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	188,610.55	235,401	80.00%	202,545.54	273,779	74.00%
EXPENDITURES	55,609.97	178,883	31.00%	45,257.59	312,362	14.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	55,609.97	178,883	31.00%	45,257.59	312,362	14.00%
NET REVENUE OVER EXPENDITURES	133,000.58	56,518		157,287.95	(38,583)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

	THIS YEAR FISCAL YTD 30-SEP-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-SEP-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
<i>FUND 243 - BROWNFIELD REDEVELOPMENT AUTH</i>						
REVENUES	51,853.43	140,450	37.00%	62,862.50	63,200	99.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	51,853.43	140,450	37.00%	62,862.50	63,200	99.00%
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	51,853.43	99,450		62,862.50	18,200	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

	THIS YEAR FISCAL YTD 30-SEP-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-SEP-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
<i>FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY</i>						
REVENUES	839,646.84	836,300	100.00%	663,507.49	807,950	82.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	839,646.84	836,300	100.00%	663,507.49	807,950	82.00%
EXPENDITURES	289,647.74	789,229	37.00%	486,818.00	883,391	55.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	289,647.74	789,229	37.00%	486,818.00	883,391	55.00%
NET REVENUE OVER EXPENDITURES	549,999.10	47,071		176,689.49	(75,441)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

THIS YEAR FISCAL YTD 30-SEP-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-SEP-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
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FUND 265 - DRUG ENFORCEMENT

REVENUES	.00	0	0.00%	25.00	2,500	1.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	.00	0	0.00%	25.00	2,500	1.00%
EXPENDITURES	.00	5,000	0.00%	(480.00)	5,600	(9.00%)
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	.00	5,000	0.00%	(480.00)	5,600	(9.00%)
NET REVENUE OVER EXPENDITURES	.00	(5,000)		505.00	(3,100)	

FUND 266 - POLICE TRAINING

REVENUES	81.91	3,600	2.00%	50.32	3,400	1.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	81.91	3,600	2.00%	50.32	3,400	1.00%
EXPENDITURES	.00	6,800	0.00%	698.50	4,900	14.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	.00	6,800	0.00%	698.50	4,900	14.00%
NET REVENUE OVER EXPENDITURES	81.91	(3,200)		(648.18)	(1,500)	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

	THIS YEAR FISCAL YTD 30-SEP-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-SEP-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
FUND 271 - LIBRARY FUND						
OPERATIONS						
OPERATING REVENUES	117,170.85	709,941	17.00%	46,310.43	673,516	7.00%
OPERATING INCOMING TRANSFERS						
TOTAL OPERATING REV & IN TRNSFRS	117,170.85	709,941	17.00%	46,310.43	673,516	7.00%
OPERATING EXPENDITURES	153,101.54	713,969	21.00%	170,531.95	656,799	26.00%
OPERATING OUTGOING TRANSFERS						
TOTAL OPERATING EXP & OUT TRNSFRS	153,101.54	713,969	21.00%	170,531.95	656,799	26.00%
NET OPERATING REV OVER EXP	(35,930.69)	(4,028)		(124,221.52)	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 3 MONTHS ENDING SEPTEMBER 30, 2025

	THIS YEAR FISCAL YTD 30-SEP-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-SEP-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
<i>FUND 592 - WATER & SEWER FUND</i>						
REVENUES	1,384,859.31	4,917,542	28.00%	1,321,363.41	4,900,690	27.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	1,384,859.31	4,917,542	28.00%	1,321,363.41	4,900,690	27.00%
EXPENDITURES	828,790.65	4,779,048	17.00%	865,527.31	4,632,941	19.00%
OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	828,790.65	4,779,048	17.00%	865,527.31	4,632,941	19.00%
NET REVENUE OVER EXPENDITURES	556,068.66	138,494		455,836.10	267,749	

CITY OF HASTINGS

SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

	THIS YEAR FISCAL YTD 30-SEP-25	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-SEP-24	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
<i>FUND 661 - EQUIPMENT REVOLVING FUND</i>						
REVENUES	247,130.13	870,000	28.00%	218,525.81	908,000	24.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	247,130.13	870,000	28.00%	218,525.81	908,000	24.00%
EXPENDITURES	205,761.19	534,080	39.00%	113,555.90	626,963	18.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	205,761.19	534,080	39.00%	113,555.90	626,963	18.00%
NET REVENUE OVER EXPENDITURES	41,368.94	335,920		104,969.91	281,037	



Hastings City Council Memorandum

Date: October 20, 2025
To: Honorable Mayor Tossava & Members of the Hastings City Council
From: Dan King, Community Development Director
Subject: October Community Development Department Report

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

133 E. State Street

The prospectus has been delivered to interested developers and economic development agencies with a return date of Friday November 7th.

133 E. State Street - Available for Commercial Development



Downtown Development Authority (DDA) Strategic Plan

The DDA is seeking public participation for the development of their first ever strategic plan. The first round of public engagement activities launches on Thursday November 6th with public workshops.



JOIN A COMMUNITY WORKSHOP

The Hastings Downtown Development Authority (DDA) is developing its next Strategic Plan—and your voice matters!

We're inviting residents, business owners, and downtown visitors to join us for a focus group-style listening workshop to share your ideas, priorities, and feedback about Downtown Hastings.

WORKSHOP SESSION DETAILS

- **Date:** Thursday, November 6th, 2025
- **Location:** Walldorff Ballroom [located on the 3rd floor of the Walldorff Brew Pub and Bistro, 105 E. State Street]
- **Time Options:** 8 AM, 3:30 PM, 6:30 PM

Sessions are informal, interactive, and open to all.

WHAT YOU'LL DO

- Share your ideas for making downtown even better
- Provide input on future investments and improvements
- Learn more about the DDA and the planning process
- Help shape the vision for downtown's next chapter

RSVP BELOW



tinyurl.com/HastingsDDAWorkshop

Let's build the future of Downtown Hastings—together.

Meadowstone Apartments

Three additional buildings with one-bedroom units will be available for occupancy soon. Units will be available to tenants with household income not exceeding 120% of the area median income.



1000 E Enterprise Drive

The commercial building at 1000 E. Enterprise Drive is in the final stages of construction. Phase two will consist of a similar building to the east of the newly constructed building.



Upcoming Events

Veteran's Day November 11

Jingle and Mingle December 5, 6, and 7

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





Hastings Street Superintendent Monthly Update

Robert Neil-Street Superintendent

Hastings Department of Public Services Updates

- During the month of September, the DPS crew responded to 6- calls for possible plugged sewers.
- DPS crew have begun to trim the traffic hazard trees in the right of way.
- DPS crews patched some needed areas with hot patch to help preserve before chipsealing took place. Approx 24 tons of hot asphalt was placed by DPS crews.
- DPS crews have also been working on repairing lawns and patches in the road from the lead line replacement program.
- DPS crew has completed 25 lead service line replacements since starting in early September.
- Approx 975 hours have been put into the lead service line project since July 1st, 2025.
- Crews have begun to prepare for fall leaf cleanup, which will be starting on Nov 3rd
- Parks are officially closed down for the season
- Pickleball courts were completed.
- Framework for the new salt storage began on Oct 21
- Overhead crane safety and forklift certification were completed for training.
- CPR/First aid certification was completed for 16 employees

Hastings Department of Public Services Updates



DPS Crews completing a patch repair from lead service line replacement



Occasionally DPS crew repairing lawns that were disturbed from the replacement program

City of Hastings
Downtown Development Authority
DRAFT Meeting Minutes
October 16, 2025

1. Meeting Call to Order and Roll Call—

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

Roll Call –

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

Absent: Albrecht, Hatfield

City Staff and Appointees: King, Ponsetto, Resseguie

Others Present: Hatfield, County Board of Commissioners; Ava Patterson, student representative

2. Pledge to the Flag

3. Approval/Additions/Deletions to Agenda –

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

All ayes motion carried.

4. Approval of Minutes –

Motion by Peterson, second by Baker, to approve the minutes of the Sept. 18, 2025, DDA meeting.

All ayes motion carried.

5. Financial Statements & Budget for Review –

King said the budget data had been updated through Sept. 30, 2025, and answered questions from the board regarding streetscape funds.

6. Façade and BEIG Update-

King said the façade grant and BEIG loan spreadsheets have been updated through Sept. 30, 2025. He said approximately \$84,000 funds are available for BEIG loans.

7. Open Public Comment and Discussion –

Hatfield said the electric box on the northwest corner of the courthouse lawn has been replaced.

8. Old Business-

A. Strategic Plan Update--

King gave the board an update on the strategic plan and said they were planning to hold morning and evening community workshops on Thursday, Nov. 6, 2025.

B. Street Light Painting Update—

King said that painting companies are currently scheduling projects for next season and city staff would send out an RFP in the next week or two to get bids for painting the light poles and other streetscape components in the spring.

C. Street Tree Replacement Update

Motion by Wiswell, second by Tossava to replace the tree removed in front of Full Moon Saloon and the tree on the southeast corner of S. Jefferson St.

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

Nays:

Absent: Albrecht, Hatfield

All ayes, motion carried.

The board also discussed winter/holiday fill for the streetscape planters.

Motion by Wiswell, second by Schantz to approve the expenditure of up to \$15,000 for the holiday/winter fill for planters in the downtown business district.

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

Nays:

Absent: Albrecht, Baker

9. New Business

A. Consider Scheduling Second PA 57 Of 2018 Informational Meeting for Nov. 20, 2025

It was the consensus of the board to set Nov. 20, 2025, as the date for the second PA 57 of 2018 Informational Meeting.

B. Façade Grant Reimbursement Trumble Agency 128 S. Jefferson St.

King said staff have processed façade grant reimbursement for the Trumble Agency at 128 S. Jefferson St.

10. DDA Member Comment –

Woods said the DDA marketing committee would be meeting soon.

Patterson invited all board members to attend a concert this evening at the high school.

11. Open Public Comment and Discussion – none

12. Adjournment

Motion by Tossava, second by Button, to adjourn

All ayes, motion carried

Meeting adjourned at 8:46 a.m.

Patty Woods, Chair

Deb Button, Secretary

Prepared by: Sandra Ponsetto, City of Hastings