



(269) 945-2468 FAX (269) 948-9544 201 E. State Street 49058

## Regular Council Meeting November 10, 2025 Executive Summary

Item #	Summary
9A	<b>Description</b> : Items for Action by Unanimous Consent
	<b>Recommended Action</b> : Motion to approve the consent agenda as presented.
10A	<b>Description:</b> Santa Paws Event and Resolution 2025-26
	Recommended Action: Motion to approve, under direction of staff, a reguest from Linda Robinson, DV to conduct an annual Santa Paws event at Bob King Park from 10:00 AM until 1:00 PM on Saturday, December 6, 2025, or Saturday, December 13, 2025, from 10:00 AM until 1:00 PM and adopt Resolution 2025-26 staying Section 58-38 (g) (m) of the Municipal Code.
10B	<b>Description:</b> MOU with YMCA of Barry County for Disc Golf
	<b>Recommended Action:</b> Motion to approve a memorandum of understanding with the YMCA of Barry County for administration and programming for the Hammond Hill Disc Golf Course.



# City of *Hastings* Michigan

(269) 945-2468 FAX (269) 948-9544 201 E. State Street 49058

Item #	Summary
10C	Description: Replacement Thermal Imaging Camera
	Recommended Action: Motion to approve the purchase of a
	K65 NFPA Compliant replacement Thermal Imaging Camera
	from Moses Fire Equipment Inc for \$5,710.
10D	<b>Description:</b> Tree Removal request (226 N Washington St.)
	Recommended Action: Motion to remove two (2) trees at 226
	N Washington St from Top Notch Tree Service in the amount of \$8,120.
10E	<b>Description:</b> Approval of New Finance Department Position
	Recommended Action: Motion to authorize the division of the
	Deputy Treasurer and Utility Billing Clerk positions and to
	approve the necessary budget amendments to support the position.
10F	<b>Description:</b> Revised Contract for Airport Manager
	Recommended Action: Motion to approve the revised contract
	for the airport manager as presented.
10G	Description: Workshop Meeting
	Recommended Action: Motion to schedule a special workshop
	session of the City Council and Brownfield Redevelopment
	Authority board for November 24, 2025 at 6:00 PM.

### **City of Hastings**

COUNTY OF BARRY, STATE OF MICHIGAN

### City Council Agenda November 10, 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:
  - A. Approval of the minutes of the October 27, 2025, regular meeting.
  - B. Approval of the minutes of the November 5, 2025, special council meeting.
- $\sqrt{}$  6. Public Hearings: (None)
  - 7. Public Comment:
  - 8. Formal Recognitions and Presentations:
    - A. Presentation from Dave Hatfield, Barry County Commissioner.
- $\sqrt{\phantom{a}}$  9. Items for Action by Unanimous Consent:
- \* A. Consider approval of the appointment of Hana Jaquays as Assistant City Manager.
- $\sqrt{\phantom{a}}$  10. Items of Business:
- \* A. Consider approval, under direction of staff, a request from Linda Robinson, DVM to conduct an annual Santa Paws event at Bob King Park from 10:00 AM until 1:00 PM on Saturday December 6, 2025, or Saturday December 13, 2025, from 10:00 AM until 1:00 PM and adoption of Resolution 2025-26 staying Section 58-38 (g) (m) of the Municipal Code.
- \* B. Consider approval of a memorandum of understanding with the YMCA of Barry County for administration and programming for the Hammond Hill Disc Golf Course.
- \* C. Consider approval of the purchase of a K65 NFPA Compliant replacement Thermal Imaging Camera from Moses Fire Equipment Inc for **\$5,710**.

- \* D. Consider approving removal of two (2) trees at 226 N Washington St from Top Notch Tree Care in the amount of **\$8,120.**
- \* E. Consider authorizing the division of the Deputy Treasurer and Utility Billing Clerk positions and to approve the necessary budget amendments to support the position.
- \* F. Consider approval of the revised contract for the airport manager as presented.
- \* G. Consider scheduling a special workshop session of the City Council and Brownfield Redevelopment Authority Board for **November 24, 2025 at 6:00 PM.** 
  - 11. Staff Presentations and Policy Discussions:
    - A. Information Regarding Keeping Chickens
    - B. State Budget Impacts on City of Hastings' Revenue
  - 12. City Manager Report:
- \* A. Fire Chief Jordan Monthly Report
- \* B. Library Director Edelman Monthly Report
- $\sqrt{\phantom{a}}$  13. Reports and Communications:
- \* A. Hastings Public Library Board of Trustees DRAFT Minutes November 3, 2025
  - B. Barry Intermediate School District Regional Enhancement Millage Request Results Breakdown November 4, 2025
  - 14. Public Comment:

\*

- 15. Mayor and Council comment:
- 16. Closed Session
  - A. Consider entering into closed session Section 8 (d) of the Michigan Open Meetings Act to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- 17. Adjourn
- \* Items with enclosures.
- $\sqrt{\phantom{a}}$  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 27, 2025

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

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

City Staff and Appointees Present: Moyer-Cale, Boulter, Jordan, King and Perin

3. Motion by Brehm, with support from Devroy, to excuse Councilmember McLean from the October 27, 2025, regular meeting.

All ayes. Motion carried.

- 4. Pledge to the flag
- 5. Approval of the agenda

Motion by Rocha, with support from Devroy, to approve of the agenda as presented. All ayes. Motion carried.

6. Approval of the minutes of the October 13, 2025, regular meeting

Motion by Stenzelbarton, with support from Barlow, to approve the minutes of the October 13, 2025, regular meeting.

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

Nays: None Absent: McLean Motion carried.

- 7. Public Hearings: (None)
- 8. Public Comment:

Comments from Zach Corey, City resident, speaking against recent approved public events in the City of Hastings that he feels are divisive.

Comments from Travis Alden, Middleville resident, who works with SME on Brownfield Redevelopment plans, wanting to introduce himself to the City Council.

- 9. Formal Recognitions and Presentations:
  - A. Presentation from Dave Hatfield, Barry County Commissioner. (Absent)
- 10. 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.**

Motion by Rocha, with support from Brehm, to approve, 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**.

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

Tossava Nays: None Absent: McLean Motion carried.

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.

Motion by Rocha, with support from Barlow, to approve, 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.

Comments from Gail Lowe, sharing plans she previously brought to Council, along with her discussions with Dan King. Gail also answered Council questions.

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

Tossava Nays: None Absent: McLean Motion carried.

C. Receive and place on file nine (9) invoices totaling **\$427,307.17**.

Motion by Stenzelbarton, with support from Devroy, to receive and place on file nine (9) invoices totaling **\$427,307.17**.

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

Tossava Nays: None Absent: McLean Motion carried.

### 11. 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.

Motion by Brehm, with support from Barlow, 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.

Discussion held, with Dan King providing details and answering Council questions.

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

Tossava Nays: None Absent: McLean Motion carried.

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

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

Discussion held.

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

Tossava Nays: None Absent: McLean Motion carried.

C. Consider adoption of **Resolution 2025-25** to amend the fee schedule for the City of Hastings, effective November 1, 2025.

Motion by Rocha, with support from Devroy, to adopt **Resolution 2025-25** to amend the fee schedule for the City of Hastings, effective November 1, 2025.

Discussion held.

Ayes: Barlow, Bergeron, Brehm, Devroy, Ressequie, Rocha, Stenzelbarton and

Tossava Nays: None Absent: McLean Motion carried.

D. Consider approval of the purchase of two complete sets of firefighting protective clothing from Axes and Irons in the amount of **\$9,090**.

Motion by Devroy, with support from Resseguie, to approve the purchase of two complete sets of firefighting protective clothing from Axes and Irons in the amount of **\$9,090**.

Discussion held.

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

Tossava Nays: None Absent: McLean Motion carried.

E. Consider scheduling a Joint City Council/Brownfield Authority Board Workshop Meeting for **Wednesday**, **November 5**, **2025 at 6:30 PM**.

Motion by Stenzelbarton, with support from Brehm, to schedule a Joint City Council/Brownfield Authority Board Workshop Meeting for **Wednesday, November 5, 2025 at 6:30 PM.** 

Discussion held.

All ayes. Motion carried.

- 12. Staff Presentations and Policy Discussions:
  - A. Citizen's Academy Update

Comments from Sarah Moyer-Cale, providing updates on the Citizen's Academy, and answering questions from Council.

- 13. 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
- 14. Reports and Communications:
  - A. City of Hastings Downtown Development Authority DRAFT Meeting Minutes October 16, 2025

Motion by Stenzelbarton, with support from Devroy, to accept and place on file item  ${\tt \Delta}$ 

All ayes. Motion carried.

15. Public Comment:

Comments from Gail Lowe, City resident, expressing curiosity why there is no discussion between Council and the Public in attendance in Council Meetings.

Sarah Moyer-Cale provided her with a business card for contact.

### 16. Mayor and Council comment:

Comments from Mayor Tossava, speaking about the new Hastings City/Barry County Airport Terminal dedication. Also commented to Gail Lowe that the Council Packet is available on the City website, and explained the Open Meetings Act in regards to her discussion question.

Comments from Rocha, noting that the 250<sup>th</sup> Marine Corp Anniversary is coming up.

### 17. Adjourn:

Motion by Rocha, with support from Resseguie, to adjourn. All ayes. Motion carried. Meeting adjourned at 7:49 PM.

Read and Approved:		
De id 1 Tours Man		
David J. Tossava, Mayor	Linda	Perin, City Clerk

### **City of Hastings**

COUNTY OF BARRY, STATE OF MICHIGAN

### City Council Special Meeting Minutes November 5, 2025

1.	Special meeting called to order at 6:30 PM	

Roll call

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

City Staff and Appointees Present: Moyer-Cale, Boulter and King

Brownfield Redevelopment Authority: Cowan, Hatfield, Tolles and Tossava

- 3. Pledge to the flag
- 4. Approval of the agenda

Motion by McLean, with support from Brehm, to approve of the agenda as presented. All ayes. Motion carried.

- 5. Discussion/Presentation List:
  - A. Introductions and Goals for the Work Session
  - B. Housing TIF Overview
  - C. Generative Discussion: Priorities, Issues Concerns re: Brownfield (Re)Development in the City
  - D. Development Incentive Policy Framework
  - E. Wrap Up and Next Steps
- 6. Council and BRA Discussion
- 7. Public Comment: (None)
- 8. Adjourn:

Motion by McLean, with support from Devroy, to adjourn. All ayes. Motion carried. Meeting adjourned at 8:08 PM.

Read and Approved:	
 David J. Tossava, Mayor	Linda Perin, City Clerk

Special Council Minutes November 5, 2025



**To: Hastings City Council** 

From: Sarah Moyer-Cale, City Manager

Subject: Confirmation of Hana Jaquays as Assistant City Manager

Meeting Date: November 10, 2025

### **Recommended Action:**

Motion to approve the appointment of Hana Jaquays as Assistant City Manager.

### Background Information:

I interviewed four people for the role of Assistant City Manager. I was very impressed with Ms. Jaquays in both her experience and polished communication, which is a critical part of this role. Ms. Jaquays has a master's degree in organizational leadership and has been in various roles with the City of Walled Lake since 2019, most recently as Assistant City Manager there. She is ready to take on a new role with varied responsibilities to develop her career further and I feel she is exactly the right fit for the city.

Ms. Jaquays' has accepted a conditional offer of employment subject to a successful background check and council approval. Her tentative start date is December 15, 2025.

This position is already allowed by the city charter. I will present a first reading of an ordinance to eliminate the office of the Director of Public Services at our next council meeting.

### Financial Implications:

The wage scale for this position is the same as what was budgeted for the Public Services Director role, so there is no budgetary impact.

### Attachments:

Application Materials from Hana Jacquays (redacted)

### HANA JAQUAYS MPA

September 29, 2025

City of Hastings 201 E State Street Hastings, MI 49058

Dear City Manager Moyer-Cale,

Please accept my cover letter, resume, and professional references as a response to the newly created Assistant City Manager position for Hastings, Michigan. Having served as Assistant City Manager for the City of Walled Lake for the past two years, I have gained experience supporting a community of similar size, budget, and small-town character. I am eager to bring my knowledge of municipal management, public communications, and capital improvement coordination to Hastings and contribute to advancing the goals set forth by City Council.

In Walled Lake, I built strong relationships with the Chamber of Commerce, downtown business leaders, and residents to ensure transparent and collaborative dialogue around City initiatives. Whether coordinating stormwater repair projects that impacted downtown businesses or promoting City events, I prioritized keeping stakeholders informed. Additionally, I developed and managed social media platforms for the City's Market Place, building a recognizable brand and communicating values that resonate with the community. These skills will translate directly into serving as Hastings' Public Communications Director—promoting the City's vision to residents, businesses, developers, and visitors, and furthering efforts such as implementing a new Citizen's Academy program and creating a public communications action plan.

Hastings City Council has also identified the need to develop long-term funding strategies for road maintenance, infrastructure, and utility improvements. My experience overseeing capital projects in Walled Lake, including site visits with engineers and contractors and coordination with planning and building staff, has deepened my understanding of the financial and logistical challenges municipalities face. I have learned to balance stakeholder concerns, ensure public transparency, and safeguard fiscal responsibility while guiding projects forward. Importantly, I recognize that in small communities, infrastructure improvements must meet technical needs while preserving the traditions and historic character that define community identity.

As Hastings begins the Green and Market Street reconstruction project, I am ready to apply this experience to support its success. In Walled Lake, I was involved in gateway entrance resurfacing and beach improvements, including installation of a stormceptor and pipe relocation. These projects required direct communication with contractors and residents, proactive management of challenges, and consistent public updates. I believe this hands-on experience positions me well to help Hastings navigate its upcoming reconstruction with transparency, efficiency, and community trust..

I would be honored to bring my experience in municipal management to the City of Hastings. Thank you for considering my application. I look forward to the opportunity to further discuss how my experience and skills align with Council's goals.

Sincerely, Hana Jaquays MPA

Harr Jagrays

### HANA JAQUAYS MPA

### **SUMMARY**

Municipal leader with a Master of Public Administration and experience in city operations, economic development, and community engagement. Proven ability to manage complex development projects, secure funding through grants, and foster public-private partnerships. Skilled in overseeing financial operations with a commitment to transparency and compliance. Adept at organizing large-scale community events that drive civic participation and local business growth. Dedicated to building vibrant, inclusive communities through strategic planning, innovative problem-solving, and effective stakeholder engagement.

### **EXPERIENCE**

### CITY OF WALLED LAKE, MICHIGAN

(February 2023 - Present)

### Present Assistant City Manager For Economic and Downtown Development, Walled Lake MI

- Represented the City of Walled Lake at a variety of public and private events, serving as an ambassador for the City's goals and initiatives. Served as the City's voting member on the Western Oakland County Transportation Authority (WOTA), advocating for efficient transportation services and the prudent management of public funds.
- Ensured compliance with marijuana statutory requirements by engaging in strategic discussions and management meetings with the City Manager, City Attorney, and Deputy Public Safety Director following the enactment of the Michigan Regulation and Taxation of Marijuana Act in November 2018. Actively participated in the development of the City's adult-use and recreational marijuana zoning ordinances, ensuring local regulations aligned with state laws while addressing community concerns. Established and nurtured productive public-private relationships with local business owners to promote collaboration and support economic development.

(February 2022 - Present)

### Present **Deputy Treasurer**

Assisted the City Treasurer in overseeing the collection, management, and reconciliation of all City revenues, ensuring adherence to secure cash handling procedures and best practices in municipal finance. Delivered exceptional customer service to residents and property owners by handling tax-related inquiries, offering guidance on payment options, deadlines, and compliance with state and local laws. Graduated in 2025 from the Michigan Municipal Treasurer's Association Basic Institute and earned certification as a Michigan Certified Professional Treasurer (MiCPT).

(September 2020 - Present)

### Present Downtown Development Authority Managing Director

- Reinstated and extended the Downtown Development Authority's Tax Increment Financing (TIF) plan for an additional 10 years, securing a critical funding mechanism for long-term development projects and enhancing the district's economic sustainability.
- Organized and managed a series of highly successful annual community events, including the Egg Hunt, Memorial Day Parade, Summer Fireworks, Summer Concerts, Farmers Market, Trunk or Treat, and Tree Lighting.
- Collaborated with the Public Safety Campus Committee, City Council, and the DDA to lead a multi-year project aimed at improving and expanding the Public Safety Campus. Key achievements of this initiative included the extension of the water main, enhanced stormwater management, the capping of contaminated areas, and the construction of a pedestrian bridge connecting the campus to the MI Airline Trail. The project also added 72 parking spots, greatly improving accessibility and pedestrian walkability.

### Present Confidential Assistant to the City Manager

- Administered and executed the Oakland County Restaurant Relief CVT Grant Program, securing \$40,173 in funding for the City of Walled Lake to support local businesses during the COVID-19 pandemic. Facilitated the distribution of these funds by reviewing interlocal agreements between the County and City, ensuring compliance with all regulatory requirements.
- Led the response to a Federal Highway Administration (FHWA) ADA complaint, conducting on-site inspections of pedestrian facilities alongside FHWA representatives. Worked collaboratively with businesses, the City Engineer, and key stakeholders—including the DDA, City Council, and Department Heads—to address the accessibility concerns. Initiated discussions to establish a special assessment district to fund ADA improvements, ensuring long-term compliance with federal regulations and enhancing the City's infrastructure for all residents.
- Spearheaded a \$1 Million Federal Aid Committee (FAC) grant to rehabilitate the Gateway entrance into the DDA district and the City of Walled Lake. Led collaborative meetings with the City Engineer, Department of Public Works (DPW), and construction contractors to address key infrastructure improvements, including enhanced walkability and improved stormwater management. Provided regular progress reports to elected officials and the DDA, ensuring transparency and alignment with the City's strategic goals.

(May 2019 - Present)

### Present Manager of the Farmer's Market

- Developed and implemented policies and protocols for Walled Lake's Farmers Market during the COVID-19 pandemic, ensuring the safety of vendors, customers, and staff while maintaining market operations.
- Launched and managed the City's first Facebook and Instagram social media platforms, significantly boosting the Market's online presence, increasing community engagement and vendor participation by 200%. Strategized and designed engaging social media content that helped establish a growing online following, fostering stronger connections between the market, vendors, and patrons.
- **Mentored and guided** interns on vendor relations, event coordination, marketing & advertising strategies, and food safety regulations, fostering professional growth and ensuring high standards within the market.

### **EDUCATION**

### December 2021 Master of Arts in Organizational Leadership

Waldorf University | Forest City, IA

• Major: Public Administration

### December 2019 Bachelors of Science

Wayne State University | Detroit, MI

• Major: Elementary Education Minor: English as a Second Language

### **SKILLS**

- **Public-Private Partnerships** Facilitating collaborations between the city and private sector entities to finance and implement development projects.
- **Zoning & Land Use** Understanding and managing zoning laws and land-use policies to promote efficient development and balanced community growth.
- **Grant Writing & Funding** Securing funding through federal, state, and local grants to support community and economic development projects.
- CPR, AED, First Aid Certified (October 2024)

American Heart Association

### **Certifications**

- Noatry Public, State of Michigan Active
- 2025 National Recreation and Park Association (CPRP)
- 2022 Leadership Oakland (Program Year XXXII)
- 2021 Michigan State University (Citizen Planner Certificate)
- 2020 Michigan Municipal League (Women's Municipal Leadership Program)
- 2020 Michigan Farmers Market Association (Market Manager Certificate)

### **Affiliations**

- Michigan Association of Municipal Clerks
- Michigan Municipal Treasurers Association
- Michigan Association of Planning
- Michigan Municipal League
- Leadership Oakland Alumni, LO XXXII
- Michigan Farmers Market Association



To: Mayor Tossava and City Council

From: Dan King

Subject: Linda Robinson, DVM/Santa Paws Event

Meeting Date: November 10, 2025

### **Recommended Action:**

Motion to approve, under direction of staff, a request from Linda Robinson, DVM to conduct an annual Santa Paws event at Bob King Park from 10:00 AM until 1:00 PM on Saturday December 6, 2025, or Saturday December 13, 2025, from 10:00 AM until 1:00 PM and adopt Resolution 2025-26 staying Section 58-38 (g) (m) of the Municipal Code.

### Background Information:

Last year, Linda Robinson, DVM conducted the fourth annual Santa Paws fundraising event in Bob King Park. The event centers around pet owners bringing their pets to Bob King Park for pet pictures with Santa Paws. Last year, the event raised money for an area non-profit agency. Funds collected this year will also be donated to an area non-profit agency.

Section 58-38 (g) no person shall advertise any placard or advertisement of any kind in the park, nor shall any person distribute in any manner, nor place any handbill, pamphlet, circular, etc., nor post, stencil, or otherwise affix any notice or bills, advertisement or other papers upon any structure or thing in or about the park.

Section 58-38 (m) No person shall bring any animal, whether domestic pet or otherwise, into any city park; however, the council may by resolution, provide for exceptions to this rule for a special event or special situation and may allow household pets as described in section 90-835 into certain city parks or public lands under specific conditions.

### Financial Implications:

None.

### Attachments:

- Linda Robinson, DVM Request Letter and Special Event Application
- Resolution 2025-26

### November 3, 2025

Honorable David J. Tossava and Hastings City Council
City of Hastings
201 E. State Street
Hastings, Michigan 49058

Dear Mayor Tossava and City Council Memebers:

The past four years, the city has been gracious enough to allow leashed pets to enter the Bob King Park pavillion. Pets have their pictures taken with Santa Paws as a fundraiser for various 501(c)(3) organizations benefiting Barry County. Last year these pets helped to raise over \$3000.

Santa Paws and the Elf Team would like to come to town again this year, and we are requesting for the city allow pets to enter the Bob King Park pavillion again, on Saturday, December 6th from 10 am until 1 pm for pictures and wag bags. (Would also like to request permission for December 13th in the event that the December 6th event is canceled due to adverse weather.) All proceeds from this event will again be donated to charity. The pets always rise to the occasion and are extremely well behaved. (And very well dressed!)

Respectfully submitted,

Linda K. Robinson, DVM







"There's room for everyone on the Nice List!" Santa Claus



# 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 Santa Paws - Linda K. Robinson Applicant/Organization Name Phone Linda K. Robinson Phone Email Contact Name Freeport MI 49325 Zip Street City State Contact person on day of event (if different than above) Phone Section 2: Event Information Santa Paws Pictures Name of Event Dogs get dressed up and have pictures taken with Santa Paws for 501(c)(3) charity Description of Event 12/6/25 (backup date 12/13/25) 10 am to 1 pm Time (From/To) **Event Dates** 12/6/25, 1 pm to 1:30 pm 12/6/25, 8:30 am to 10 am Set up Date(s) and Time(s) Clean Up Date(s) and Time(s)

Bob K	ing Park Pavillion	
Locatio	on(s) of Event	
7	80 -100	
Estima	ted number of volunteers Estimated daily attendance (if known	)
Sectio	n 3: Event Details	
Please	indicate if any of the following will be a part of your event area:	
	Road closure	
	o If checked, please provide a proposed detour route.	
	Closure of public parking area	
	Use of park area	
	Firepits/open flame	
	Fireworks or pyrotechnics	
	<ul> <li>If yes, provide a copy of liability insurance listing the City as an additional insured party.</li> </ul>	
	Food and/or non-alcoholic beverage service or sales (if yes, contact Barry County Health	
	Department)	
	o If yes, provide copy of Health Department Food Service License	
	Temporary structures (including tents or pavilions)	
X	Music 10 am to 1 pm	
	o If yes, what time will music begin and end?	
	<ul> <li>If yes, what type of music is proposed? Live – Acoustic Live - Amplification <u>Recorde</u></li> <li>Loudspeakers or public address system</li> </ul>	a.
П	Parade	
	Race (ex: 5K)	
	Vendors/sale of goods	
	Carnival rides	
	o If yes, provide a copy of liability insurance listing the City as an additional insured party.	
	Signs or banners	
X	Animals/petting zoo	
	Portable restroom facilities	
×	Donation collection/free will offering	
	Other	
	Alcohol	
	o If yes, provide copy of liquor liability insurance with the City listed as an additional	
	insured.	
	<ul> <li>If yes, provide a copy of Michigan Liquor Control License.</li> </ul>	
	<ul> <li>If yes, describe measures to be taken to prohibit the sale of alcohol to minors (use</li> </ul>	
	separate pages if necessary).	
	<ul> <li>If the alcohol is being served in the Social District, a Council Resolution suspending the district is required.</li> </ul>	

Please describe how garbage will be managed?
There should be no garbage

### Section 4: Site & Event Plan

Please prepare a site plan that includes the following information:

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

### Section 5: Acknowledgements and Hold Harmless Agreement

The Applicant understands and agrees to the following:

- 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.
- 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.
- 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 subcontractor 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.
- A breach in any of the above may result in the denial of the application or revocation of an approval by the City.

Linda K. Robinson	Santa Paws	
Printed Name of Applican	t & Name of Organization	1 /
Lande K	DTA SAL	11/3/25
Signature		Date

### Section 6: City Review - For Office Use Only

A. Police Departm	ent Review:			
Will this event require a	dditional officers a	nd/or equipment? If	yes, please describ	e:
Other Comments:				
B. Public Services	Director Review			
Will this event require t	he use of any of the	following municipal	equipment?	
Trash receptacles	Barricades	Traffic cones	Restroom Clear	ning
Fencing	Water or Electr	icOther		
Will this event require a	dditional staff? If yo	es, please describe:		
Other Comments:				
C. Fire Chief Revie	w			
Comments:				
D. Community Dev	elopment Departn	nent Review		
Comments:				
Date of Meeting for Cou	incil Approval	Approved	l? Yes	No

### **City Of Hastings**

COUNTY OF BARRY, STATE OF MICHIGAN

### **RESOLUTION 2025-26**

# TO STAY THE NECESSARY ORDINANCES FOR SANTA PAWS FUNDRAISING EVENT IN BOB KING PARK ON DECEMBER 6, 2025, FROM 10:00 AM UNTIL 1:00 PM OR DECEMBER 13, 2025 FROM 10:00 AM UNTIL 1:00 PM

WHEREAS, Linda K. Robinson, DVM, by way of correspondence, has requested permission to conduct a Santa Paws fundraising event in Bob King Park on December 6, 2025, from 10:00 am until 1:00 pm, or December 13, 2025. from 10:00 am until 1:00 pm; and

WHEREAS, Linda K. Robinson, DVM requests a stay under Section 58-38 (g) (m) of Hastings Code of Ordinances for December 6, 2025, from 10:00 am until 1:00 pm, or December 13, 2025, from 10:00 am until 1:00 pm; and

WHEREAS, Linda K. Robinson, DVM wants to ensure that said fundraising event is conducted in good taste and in accordance with all laws and regulations; and

WHEREAS, the City Council of the City of Hastings desires to support this event; now

THEREFORE, BE IT RESOLVED that the City of Hastings hereby stays for the purpose of said fundraising event on December 6, 2025, from 10:00 am until 1:00 pm, or December 13, 2025, from 10:00 am until 1:00 pm in Article 58-II of the Hastings City Code, the following Ordinance:

Section 58-38 (g) (m)

A motion to	adopt the	foregoing	resolution being	offered by	Member,	, with support b	y 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 10<sup>th</sup> day of November 2025, by the City Council of the City of Hastings, by a vote of members voting in favor thereof, members being absent, and members voting against.

Linda Perin, City Clerk	



**To: Hastings City Council** 

From: Sarah Moyer-Cale, City Manager

Subject: MOU with YMCA of Barry County for Disc Golf Course Administration

Meeting Date: November 10, 2025

### Recommended Action:

Motion to approve a memorandum of understanding with the YMCA of Barry County for administration and programming for the Hammond Hill Disc Golf Course.

### Background Information:

The disc golf course has been highly successful and use of the park is rapidly expanding. The need for more detailed tournament administration was apparent this past disc golf season. The YMCA has been very involved in the development of the disc golf course and working with volunteers to maintain the park. They are already involved in recreation programs in the city and are a natural fit for handling this responsibility.

The enclosed MOU would assign the responsibility for tournament administration to the YMCA. We plan for this to be a test year to gauge what is involved in staff time and resources to manage the program.

		ions:

None.

### Attachments:

MOU with the YMCA

### **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

### THE CITY OF HASTINGS AND THE YMCA OF BARRY COUNTY

November 10, 2025

Whereas, the City of Hastings and the YMCA of Barry County have an existing agreement for recreation services for city residents and have a proven history of successful and cooperative programming, and

Whereas, the YMCA of Barry County has been acting in a fiduciary capacity on behalf of volunteers who donate time, resources, and money to promote, sustain, and maintain the disc golf course at Hammond Hill Park, and

Whereas, there has been an increase in interest amongst park users to hold tournaments and events at the park that require planning, coordination, and administrative effort.

Therefore, the parties agree as follows:

- The City of Hastings (City) hereby assigns, and the YMCA of Barry County (YMCA)
  accepts, administrative responsibilities for disc golf course programming, including
  the scheduling of tournaments at the facility. The YMCA will communicate with
  tournament leadership and volunteers and ensure that all established Park Rules
  are followed.
- 2. The number of tournaments at the facility will be limited to no more than five sanctioned and five unsanctioned events per year, for a total of ten events. The YMCA shall have discretion to provide preference in scheduling to volunteers who actively engage in routine maintenance efforts at the park. No more than two tournaments will allow exclusive use of the facility for disc golfers in the tournament.
- 3. The YMCA is granted permission to offer packed lunches for sale to participants on tournament days. If packed lunch distribution is not feasible or practical for any tournament day, the YMCA may facilitate one food truck at the event, which will be in a manner to not interfere with safe access and parking at the facility.
- 4. The YMCA is granted permission to charge a \$200 administrative fee for each tournament. Half of the proceeds will be retained by the YMCA to offset its expenses, and half will be designated for course maintenance.
- 5. Parties will not discriminate based on race, color, national origin, sex, disability, or age in their programs and activities.

6. This agreement is for the 2026 seas the season for future terms.	on. The program will be evaluated at the end of
Jon Sporer, YMCA	
Linda Parin, City of Hastings	
Linda Perin, City of Hastings	



(269) 945-2468 FAX (269) 948-9544 201 E. State Street 49058

To: City Council

From: Chief Jordan

**Subject: Replacement Thermal Imaging Camera** 

Meeting Date: November 10, 2025

### Recommended Action:

Motion to approve the purchase of a K65 NFPA Compliant replacement Thermal Imaging Camera from Moses Fire Equipment Inc for **\$5,710**.

### Background Information:

Thermal imaging cameras (TICs) are a key part of interior firefighting and rescue operations. While the new FLIR K65 camera is used for search and rescue, it can also serve as a decision-making tool, assisting firefighters in deciding whether to enter a structure using newer technology and superior color imagery. Our current cameras were purchased in 2010 and have exceeded their end-of-life expectancy. Slow refresh rates, low-quality images, and software upgrades are no longer available for our existing cameras. Two quotes were obtained for identical cameras.

### Financial Implications:

We will use the budgeted funds designated for hand tools, saws, and equipment. Approved budget total is \$16,000. YTD, we have spent \$753 out of the budget.

### Attachments:

- Selected Quote Moses Fire Sales (MFE)
- Comparison Quote Axes and Irons
- FLIR K65 Data sheet



MFE, Inc. (Moses Fire Equipment, Inc.)
P.O. BOX 690

LAWRENCE, MI 49064-0690

Voice: (269) 674-8655 Email: mosesfire@five.com QUOTE

Quote Number: Q25216-1

Quote Date: 10/15/25

Quote for: MARK JORDAN, FIRE CHIEF

HASTING FIRE DEPT.

Quote Valid: 30 Days

Prices quoted do not include freight - Freight Additional

Via Email Quoted by: Sheryl Moses, Office Mgr.

mjordan@hestingsmi.gov
Salesperson: Tim Clark

	Salesperson: 1 m Clark		
Quantity	Description	Price Each	Total Cost
1	FLIR THERMAL IMAGER, COMPLETE WITH (2) BATTERIES, BATTERY CHARGER, LANYARD STRAP, NECK STRAP, POWER SUPPLY, PRINTED DOCUMENTATION, RETRACTABLE LANYARD, USB CABLE (VEHICLE CHARGER - OPTIONAL)		
	FUR K65, 320 X 240 RESOLUTION (NFPA CERTIFIED)	\$ 5,610.00	
	Shipping	\$ 100.00	
	NOTE: THE FLIR K55 AND THE FLIR K65 ARE IDENTICAL THERMAL IMAGERS. THE ONLY DIFFERENCE IS THAT THE FLIR K65 WAS INDEPENDENTLY TESTED TO CERTIFY THAT IT IS COMPLIANT WITH NFPA 1801, 2018 EDITION STANDARD FOR THERMAL IMAGERS.		
	Totali	\$ 5,710.0	o
Please re	view the above information, <u>cross out any items that you do not want, verify quantit</u>	ies and sign b order can be p	elow rocessed.
Authoriza	ed by: Date:		
Print Nar	ne: Customer PO #		



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

HASTINGS CITY FIRE DEPARTMENT - 106226 201 E. STATE ST. MICH HASTINGS, MI 49052 P:

DELIVER TO HASTINGS CITY FIRE DEPARTMENT -106226 HOE MILES HASTINGS MI 49058

### ESTIMATE: EP201000532

### ESTIMATE:

DATE SHIPPED	SHIP YA	DALLE SHARDICE	SALERPERION	UNITED	WH	BALE TYPE	TERM	CUSTOMER POF
10/8/2025	BEST WAY POSSIBLE		J.Phillips			PRET	AR30	

CITY SUP	OTY NO	ETTEM	DESCRIPTION	Mask	UNITARICE	EXTO PRICE
1		201F/72201-0206	THERMAL IMAGING CAMERA, FLIR, K55,	NOLOC	6,500.00	6,500.00
			320X240, HARD CASE, (2) BATTERIES,			
			CARABINER RETRACTABLE LANYARD,		1 1	
			CHARGER WITH POWER SUPPLY, USB CABLE			
1		FIT	FREIGHT-TBD UPON DELIVERY			

## ESTIMATE

### Discholatory of West continue.

Any wormship on the product and hereby anothers made by the correlation. The soller hour by supramly disclaims all assessment, either surprises or amplied, archetting very amplied vascrately of framentalisty or framen size a particular purpose, and the uniter namenus nor auditorizon may other person to occurs size it may bindize of successful the male of unit membershadors. Laker namenials with may i noted; of successful to product in not were until or namental liability by another for may defined in communicational product in not were until or namental liability by another for may defined in communicational product.

Front measure tumes; Vision are mission by plant to the return, of all parts replaced, accept those which are less burry or large, and those sequents to be such tuck to the example; those or set distributor because of service; visit or se exchange agreement. We are set desired to impact the parts which consort by returned to you

- Additional Torus:

  Return of aproist order incur on adapted to a 20% contocking fac.
  - He return after 60 days. He misro on alectrical puts.
    A 3% processing the applies to credit and payments.

THE CHAPTER AND THE			

28. 20.
5.0
\$ 0.00
\$ 0.00
6,500.00

Please Remit Payment to: 930 OMALLEY DR COOPERSVILLE, MI 49404

## **\$FLIR**



# FLIR K65

The FLIR K85 is independently certified to comply with the NFPA 1801; 2018 Edition Standard for Thermal Imagers, covering usebility, Image quality, and durability for firefighting. The 320 × 240 phot sensor produces orien thermal images to improve firefighters' situational assenses. The K85 electificatures FLIR's proprietary FSC\* Fleebile Scene Enhancement technology for ultra-sharp, finer textured images that shows subtler details. With the FLIR K86 TIC, firefighters can see more clearly in the hershest environments, maneuver more strategically, stay better oriented, and find victims feature.

www.filr.com/Kills

"Medicul Fire Properties Association and NEWA are registered updemarks of the Medicul Fire Protection Forestation. The NEWA does not but, conflict manager and production.



### COMPACT, RUGGED, AND EASY TO USE

Glave-friendly three-button design for straightferson operation

- Intuitive user interface allows first responders to stay focused on the situation at fund
- NETPA 1887-2015 Complete, with fully-enoise commenture and secured feature
- Witherestetert (IPR7), and rugged enough to withstend drops from 2 m (0.6 ft) onto concrete



## UNCOMPROMISING CLARITY AND RESOLUTION

Detail-rich images help you see stearly and move extent in employ conditions

- 320 × 240 (75,900 pool resolution and a regid refresh-rate (80 Hz) help when you on the scene
- FLIR FEX.digital precessing edds edge detail for greater perspective and leater revigational organisation
- Placards up in 200 integes or videos with a simple triggerysuli.
- Rully operational at temperatures up to 600°F/200°C (mex. 5 minutes)



## IMPROVED TACTICAL DECISION-MAKING

High-quality imaging our be standard. lesse for every trulighter

- Provides slow visual information resided to make crucial testical decisions
- Fixed temperature scale with TI Basic Made allows for guide relevance in rapidly evalving conditions without confusing changes
- Stand thermal images may be accessed for on-econe review, off-size enalysis, or training purposes:



**To: City Council** 

From: Robert Neil, Superintendent of Streets

Subject: Tree Removal near 226 N Washington St.

Meeting Date: November 10, 2025

### **Recommended Action:**

Motion to remove two (2) trees near 226 N Washington St by Top Notch Tree Care for \$8,120.

### **Background Information:**

It is my recommendation that these 2 trees be removed. These are becoming hazardous and are in danger of falling, the inside is decayed as well as hollow inside of the main trunk. These trees are in the City right of way and are directly over the top of a house and a garage. These trees may pose a danger of large limbs or portions of the tree to possibly fall directly on the house or the garage. These trees are very large and require specialized equipment for proper and safe removal. We have obtained four quotes from professional tree removal services which are as follows:

Top Notch Tree Service-\$8,120 Tree Veterans LLC-\$9,800 Highpoint Tree Service-\$12,000 Great Lakes Tree Service-\$12,275

### **Financial Implications:**

We will use funds budgeted for tree removal for this project.

### Attachments:

- Quote from Top Notch Tree Care
- Photos of the trees







Hole with decay at the base of the tree



### Top Notch Tree Care LLC 4195 Willoughby Road Holt, Michigan 48842

Proposal #21905 Date: 10/30/2025

From: Ryley Peck

**Proposal For** 

City of Hastings

201 E State St Hastings, MI 49058 mobile: (269) 838 - 8395 rneil@hastingsmi.gov Location

226 N Washington St Hastings, MI 49058

Terms Net 30

1) Removal Optional Remove backyard white oak. Clean and haul debris, cut stump low to ground.	\$ 6,960.00
2) Removal Optional Remove sugar maple between white oak and garage. Clean and haul debris, cut stump low to ground.	\$ 1,160.00
3) Discount Optional 5% winter discount if scheduled Januarry through March.	\$ 0.00
Client Notes Right of way trees	
Please use the checkbox to mark items as accepted.	
All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Invoices are sent once job is completed. Our terms are net 30, unless otherwise agreed upon. We accept checks and credit card payments.	e a
All balances not paid by the due date are subject to late fees. A 3% fee will be added for all credit card transactions and a 1% (\$10 maximum) fee added for bank transfers.	
Signature	
X Date:	



**To: Hastings City Council** 

From: Sarah Moyer-Cale, City Manager

**Subject: Approval of New Finance Department Position** 

Meeting Date: November 10, 2025

### **Recommended Action:**

Motion to authorize the division of the Deputy Treasurer and Utility Billing Clerk positions and to approve the necessary budget amendments to support the position.

### Background Information:

The Finance Department used to have an additional full-time employee until just following the COVID shutdown. At that time, the person who previously served as the utility billing clerk changed positions and her position was never filled. Instead, it was added to the role of the Deputy Treasurer, as I understand from the Finance Director at that time, on a "test basis". At that time, the Finance Director took on several of what had been the Deputy Treasurer's tasks, overloading the expectations of that position.

We have taken several steps in the past couple of years toward creating a better balance within the department through rebalancing the division of skills and responsibilities, improving training, and investing in technology. Earlier this year, we worked with Rehmann's government finance team to evaluate the Finance Department in several areas, including staffing. One of their recommendations is to create one additional full-time position to manage the workload and maintain consistent service when staff are absent from the office or managing seasonal workloads, such as during elections. Additionally, our city has experienced recent growth, and we are doing many more projects than before, which leads to additional transactions and staff time.

With the planned retirement of the current Deputy Treasurer/Utility Billing Clerk in December, this seems to be an opportune time to divide those roles back into separate positions and hire accordingly. This will allow for improved customer service, more accurate and efficient transactions, backup support at the front desk and drive-through, cross-training, and more time for the Finance Director to perform other tasks.



The wage scale for both positions will be the same as the current one.

### Financial Implications:

Because the person currently in the role is in a legacy pension plan which has a different formula for contributions than a new person in the role, the financial effect is complicated to determine. That being said, I expect the total annual effect on the budget to be about \$40 – 45K, split between the General Fund and the Water/Sewer Fund(s).

### Attachments:

- Draft Deputy Treasurer Job Description
- Draft Utility Billing Clerk Job Description

### CITY OF HASTINGS JOB DESCRIPTION

#### DEPUTY TREASURER

**Supervised By:** City Clerk/Treasurer/Finance Director

**Supervises:** No supervisory responsibility

FLSA Status: Non-Exempt

#### **Position Summary:**

Under the supervision of the City Clerk/Treasurer/Finance Director, acts as first assistant and work leader for treasury operations. Prepares property tax bills, special assessment bills and maintains related accounts. Leads and supports other staff in the collection and deposit of monies due to the City. Assists with banking, mailings, balancing and related bookkeeping and general support tasks. Provides front counter support when needed.

#### **Essential Job Functions:**

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

- 1. Acts as the City Cashier. Collects monies due for all City operations, issues receipts and maintains accurate records of payments. Leads and support other staff in these activities.
- 2. Maintain accurate records of deposits, disbursements, and transfers of funds to assist the Clerk/Treasurer/Finance Director in cash management.
- 3. Prepares property tax bills. Disburses taxes to other units. Compiles delinquent tax rolls and processes delinquent tax returns. Performs tax settlement procedures.
- 4. Prepares special assessment bills, computing current interest, and posting assessments to the rolls.
- 5. Performs bank reconciliations, investment reporting, and other necessary accounting duties.
- 6. Conducts collection procedures for all amounts owed to the City. Follows procedures for follow-up communication, referral to agencies, litigation, and other actions as indicated. Prepares jeopardy assessment documents, including filing, collection, and discharge procedures.
- 7. Invoices for reimbursements due to the City for shared services with other jurisdictions.
- 8. Assists the public by supplying information as appropriately requested. Provides utility, tax and assessment information to lending companies, realtors, and others.

- 9. Assists with duties pertaining to City elections and maintaining voter registration files.
- 10. Supports the annual independent audit by providing appropriate and accurate data and information.
- 11. Prepares various operational and statistical reports pertaining to departmental activities for internal use and submission to other agencies.
- 12. Supports the function of the Clerk/Treasurer/Finance Director's office by being familiar with, and able to substitute for, all other positions in the department.
- 13. Work with sensitive and confidential records, files and reports, and be trusted to keep private information private.
- 14. Performs other duties as required.

#### Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

#### Requirements include the following:

- A high school diploma supplemented with specialized training in bookkeeping and accounts management and two years of related experience. An Associate's Degree in accounting is preferred.
- The City, at its discretion, may consider an alternative combination of formal education and work experience.
- Knowledge of the professional principles, practices, and techniques of accounting and bookkeeping, including cash handling procedures.
- Knowledge of the laws, ordinances, and procedures related to the management of municipal funds, tax collection, and the tax system in general.
- Skill in the use of office equipment and technology, including Microsoft Suite applications and financial software specific to the department, and the ability to master new technologies.
- Skill in maintaining accurate records, reconciling financial accounts, and preparing comprehensive financial reports.
- Ability to complete mathematical computations quickly and accurately.
- Ability to maintain attention to detail, establish priorities and work independently.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with citizens, employees, other governmental agencies and

Revised: October 30, 2025

other municipal professionals.

- Participation in the Michigan Certified Professional certification program.
- Completion of Michigan Election Certification Course.

#### **Physical Demands and Work Environment:**

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate in person and by telephone, read regular and small print, view and produce written and electronic documents and enter data on a computer keyboard with repetitive keystrokes. The employee must be mobile in an office setting, stand, sit, stoop and kneel, use hands to finger, handle, or feel and reach with hands and arms. The employee must lift or push/pull objects of up to 15 lbs. without assistance. Accommodation will be made, if needed, for office employees required to lift or move objects that exceed this weight.

The typical work environment of this job is a business office setting where the noise level is quiet and sometimes moderate.

\* \* \* \* \* \* \* \* \*

The City of Hastings provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state, or local laws.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Revised: October 30, 2025

### CITY OF HASTINGS JOB DESCRIPTION

#### UTILITY BILLING CLERK

**Supervised By:** City Clerk/Treasurer/Finance Director

**Supervises:** No supervisory responsibility

FLSA Status: Non-Exempt

#### **Position Summary:**

Create and distribute invoices for utility billing and other amounts (not including taxes or special assessments) owed to the City. Respond to inquiries and resolve customer complaints. Maintain appropriate and accurate records of all activities.

#### **Essential Job Functions:**

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

- 1. Performs utility billings, inputs meter reads, ensures accuracy, and generates the autopay file and regular invoice file to send to the vendor for mailing. Reviews and corrects daily meter exception reports.
- 2. Has primary responsibility for customer service as pertaining to reports, billing errors, new accounts, delinquent accounts and shut-offs. Receives, records and receipts water bill payments. Logs payments in the billing system.
- 3. Responds to inquiries concerning water accounts by phone, counter and online. Answers questions, provides account information, supplies duplicate bills, researches and corrects billing errors and enters changes into the billing system. Handles customer refunds.
- 4. Processes applications for new service or service resumption and provides customers with cost estimates for crew work. Arranges for work orders/scheduling and prepares receipts/invoicing for service.
- 5. Coordinate final water and sewer meter readings.
- 6. Prepares various operational and statistical reports pertaining to departmental activities for internal use and submission to other agencies.
- 7. Uses billing software and other means/methods to track delinquent accounts. Upholds departmental billing and collections policies. Maintains an ongoing listing of overdue accounts and prepares non-payment shut-off list for service crews.
- 8. Addresses other issues in the course of duties including account problem solving, processing regular and final billing, administering penalties and credits, shutoff notices, and setting up water and sewer accounts.

- 9. Prepares and finalizes daily work orders for service shut-offs, final reads or service start-ups, etc. and submits to water distribution workforce as needed.
- 10. Provides customer service and manages customer inquiries and concerns in a calm, respectful, and clear manner.
- 11. Staffs front counter and drive through; accepting payments, issuing receipts, and establishing records according to standard practices and procedures.
- 12. Support the annual audit by providing appropriate and accurate reports and information.
- 13. Supports the function of the Clerk/Treasurer/Finance Director's office by being familiar with, and able to substitute for all other positions in the department.
- 14. Performs other duties as required.

#### Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

#### Requirements include the following:

- A high school diploma supplemented with specialized training in bookkeeping and accounts management and two years of related experience. An Associate's Degree in accounting is preferred.
- The City, at its discretion, may consider an alternative combination of formal education and work experience.
- Knowledge of the professional principles, practices, and techniques of accounting and bookkeeping, including cash handling procedures.
- Skill in the use of office equipment and technology, including Microsoft Suite applications and financial software specific to the department; and the ability to master new technologies.
- Skill in maintaining accurate records, reconciling financial accounts, and preparing comprehensive financial reports.
- Ability to complete mathematical computations quickly and accurately.
- Ability to communicate effectively orally and in writing and to maintain composure.
- Ability to maintain attention to detail, establish priorities and work independently.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with citizens, employees, other governmental agencies and other municipal professionals.

Revised: October 30, 2025

- Participation in the Michigan Certified Professional certification program.
- Completion of Michigan Election Certification course.

#### **Physical Demands and Work Environment:**

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate in person and by telephone, read regular and small print, view and produce written and electronic documents and enter data on a computer keyboard with repetitive keystrokes. The employee must be mobile in an office setting, stand, sit, stoop and kneel, use hands to finger, handle, or feel and reach with hands and arms. The employee must lift or push/pull objects of up to 15 lbs. without assistance. Accommodation will be made, if needed, for office employees required to lift or move objects that exceed this weight.

The typical work environment of this job is a business office setting where the noise level is quiet and sometimes moderate.

\* \* \* \* \* \* \* \* \*

The City of Hastings provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state, or local laws.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Revised: October 30, 2025



# Regular Council Agenda Item Memorandum

**To: Hastings City Council** 

From: Sarah Moyer-Cale, City Manager

**Subject: Approval of Revised Contract for Airport Manager** 

Meeting Date: November 10, 2025

#### **Recommended Action:**

Motion to approve the revised contract for the airport manager as presented.

#### Background Information:

Our airport manager, Gino Lucci, has been in the role for one year. The Airport Commission reviewed the services that he is providing and determined that his service and time investment exceed expectations. As such, they recommend approval of a compensation increase to \$69,000 per year.

#### **Financial Implications:**

None, this is budgeted within the airport's funds. No city funds are used for airport operations.

#### Attachments:

Revised contract

# HASTINGS CITY / BARRY COUNTY AIRPORT CONTRACT FOR AIRPORT MANAGEMENT SERVICE AMENDED NOVEMBER 2025

This Hastings City / Barry County Airport Contract for Airport Management Service (the "Contract") is made this 26<sup>th</sup> day of November 2027 by and between the HASTINGS CITY / BARRY COUNTY AIRPORT COMMISSION ("Commission") of 2505 Murphy Dr., Hastings, MI 49058, and LUCCI DISTRIBUTING operating as a domestic profit corporation with an address of 9854 Curtis Road, Nashville, MI 49073 ("Contractor").

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

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

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

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

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

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

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

#### **ARTICLE 1: DEFINITIONS**

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

- 1.2 Agent. The term Agent shall mean any individual, person, or other entity that is acting for the benefit of or on behalf of another individual, person, or other entity including either of the parties to this Contract.
- 1.3 <u>Approved Budget</u>. The term Approved Budget shall mean the Budget approved by the Commission on an annual basis.
- 1.4 <u>Capital Expenditure or Capital Improvement</u>. The terms Capital Expenditure or Capital Improvement shall mean an item that will be of a long-term nature having a useful life in excess of three years, as defined by manufacturers' specifications, replacements of equipment that has met or exceeded its useful life, and items for construction, placement of new facilities, and capital purchases that significantly improve operations and / or maintenance, aesthetics, long-term capital conditions, or other aspects not generally associated with ongoing operations and maintenance.
- 1.5 <u>City</u>. The term City means the City of Hastings, in Michigan.
- 1.6 <u>Commission</u>. The term Commission means the commission established pursuant to the terms of the Joint Operation Agreement to jointly operate the Airport.
- 1.7 <u>Confidential Information</u>. The term Confidential Information means information not otherwise publicly available that is received or obtained by the Contractor in the course of its services to the Commission regarding the Airport and/or the Commission concerning its plans, finances, properties, current and future projects, and the like.
- 1.8 Conflict of Interest. The term Conflict of Interest means any investment, arrangement, relationship, contract, agreement, other association by the Contractor or a Contractor's Agent which involves the provision or receipt of any goods, remuneration, technical assistance, or other services at or from the Airport or the Commission, either directly or indirectly, except to the extent such is within the scope of the ordinary course of business and relates to such goods, technical assistance, or other services that are available to the general public at large at the same price and on the same terms as those that apply to the Contractor unless such dealings in the ordinary course would cause the Commission, City, or County to violate the requirements of any applicable federal, state, or local Law or ordinance. Notwithstanding the foregoing, the term Conflict of Interest shall not mean any investment, arrangement, relationship, contract, agreement, or other association by the Contractor or the Contractor's Agent that is disclosed to the Commission and approved by the Commission in writing.
- 1.9 <u>County Board of Commissioners</u>. The term County Board of Commissioners means the board of commissioners governing body for the County.
- 1.10 Council. The term Council means the city council for the City of Hastings, in Michigan.
- 1.11 County. The term County means Barry County, in Michigan.
- 1.12 <u>DEQ</u>. The term DEQ means the Michigan Department of Environmental Quality, or its successor or any comparable federal agency.

- 1.13 Effective Date. The term Effective Date means December 1, 2025.
- 1.14 <u>FAA</u>. The term FAA means the Federal Aviation Administration, or any successor agency.
- 1.15 <u>FCC</u>. The term FCC means the Federal Communications Commission, or any successor agency.
- 1.16 <u>Five-Year Plan</u>. The term Five-Year Plan means the five (5) year plan established by the airport manager of the Airport and the Commission for the Airport, and approved by the Commission from time to time.
- 1.17 <u>Joint Operating Agreement</u>. The term Joint Operating Agreement means the Agreement for Joint Operation of the Hastings City Barry County Airport, dated December 30, 1977, as such agreement may be amended and restated from time to time.
- 1.18 <u>Law.</u> The term Law means any federal, state, provincial, local, municipal, foreign, international, or multinational constitution, law, ordinance, bylaw, principle of common law, regulation, rule, statute, or treaty, ruling, order, judgment, injunction, award, decree, or other requirement.
- 1.19 Licensed Premises. The term Licensed Premises means the Airport.
- 1.20 <u>MDOT</u>. The term MDOT means the Michigan Department of Transportation, or any successor or comparable federal agency.
- 1.21 <u>OSHA</u>. The term OSHA means the Occupational Safety and Health Act of 1970, and all comparable local, state, and federal Laws, including the Michigan Occupational Safety and Health Act.
- 1.22 Operating Expenses. The term Operating Expenses shall mean those expenses described in Section 4.1 of this Contract, and such term shall exclude Capital Expenditures and Capital Improvements.

#### **ARTICLE 2: TERM**

- 2.1 <u>Term</u>. The initial term of this Contract shall commence on the Effective Date and continue for two (2) calendar years, expiring at 11:59 p.m. on November 30, 2027.
- 2.2 Extensions. Following the initial term of this Contract as set forth in Section 2.1, the Contract may be extended by mutual written agreement of the parties for up to four (4) additional three (3) year terms, such that all other provisions of this Agreement shall remain in full force in effect during such extended term, subject however, to the termination rights set forth in Section 2.3 and 2.4 of this Contract. However, at the time of each renewal, the Commission shall seek additional applications for the position of Airport manager, and evaluate alternative arrangements and candidates prior to renewal, and the Commission shall have no obligation to enter into a renewal under Section 2.2 except in accordance with its discretion.

- 2.3 Early Termination by the Commission. In the event that the Contractor shall fail to perform any material obligation hereunder, the Commission may give the Contractor written notice specifying such failure and if any such failure shall continue for thirty (30) calendar days after receipt of such notice by the Contractor, and is not cured within the applicable time period, the Commission may terminate this Contract without penalty and Contractor shall have no further right to payment under the terms of this Contract. Notwithstanding the foregoing,
- (a) if the failure of the Contractor constitutes an imminent, serious threat to the continued health, safety, or welfare of any persons or persons using the Airport, including personnel;
- (b) if the Commission's right to operate the Airport or the Contractor's right to serve as Airport manager is terminated by any federal, state, or local government, directly or indirectly;
- (c) if the operation of the Airport becomes economically or operationally unfeasible;
- (d) if the Contractor has a Conflict of Interest with the Commission that is not resolved via good faith negotiation of the parties after thirty (30) calendar days;
- (e) if any action of the Contractor causes or reasonably is anticipated to cause the Commission, City, or County to violate the requirements of the Commission's grant agreement with the FAA or MDOT, any applicable federal, state, or local Law or ordinance; or
- (f) if the Airport is taken or appropriated by any lawful U.S. governmental authority;

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

- <u>2.4 Early Termination by the Contractor</u>. The Contractor may, upon written notice to the Commission, terminate this Contract before the end of its term under any of the following circumstances:
- (a) If the Commission fails to make any payments required under this Agreement and fails to cure such failure within sixty (60) days after written notice from the Contractor;
- (b) Upon ninety (90) days written notification; and
- (c) Notwithstanding the foregoing, if a failure of the Commission constitutes an imminent, serious threat to the continued health, safety, or welfare of any persons or persons using the Airport, including personnel, the Contractor shall have the right to terminate the Contract effective immediately.

#### **ARTICLE 3: PARTY RIGHTS AND RESPONSIBILITIES**

#### 3.1 Contractor Responsibilities.

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

#### 3.2 Commission Responsibilities.

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

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

- (7) The Council, the County Board of Commissioners, or Commission, as applicable, shall approve any utilization of the Airport or the assets of the Airport for any purpose other than the continued operation of the Airport;
- (8) The Council, the County Board of Commissioners, or Commission, as applicable, shall approve any disposition, transfer, conveyance, pledge, mortgage, encumbrance, or other lien imposed on the Airport;
- (9) The Commission shall have the right to establish Airport policies, plans, budgets, and to set fees and rates with respect to the Airport business;
- (10) The Commission shall have the right to approve the Five Year Plan, and as required for legal compliance under the FAA, MDOT, and applicable Law;
- (11) The Commission shall take all reasonable actions necessary to ensure that Contractor is not hampered by any Airport personnel in Contractor's efforts to implement operating, safety, and environmental plans for the Airport in accordance with all applicable federal, state, and local Laws;
- (12) The Commission shall be responsible for auditing the financial practices of the Airport, in accordance with its standard practice and applicable Law, and all such audit expenses shall be included within the definition of Operating Expenses for purposes of this Contract; and
- (13) The Commission shall retain responsibility and control of community relations for the Airport.
- (b) Notwithstanding the foregoing, nothing in this Contract shall prevent the Commission from granting the Contractor, as Airport manager, broad day-to-day control and management of the Airport, and the Commission, the City Council, and the County Board of Commissioners shall not have any other right to control the Contractor in the performance of the duties set forth in this Contract. The parameters of manager's control and management of the Airport shall be limited in this regard only as set forth in this Contract and by applicable Law;
- (c) It is understood and agreed that in the event the Commission is dissatisfied with any action or performance by Contractor, the Commission shall not unreasonably intrude into the Contractor's role as manager or into its relationship with its employees or Agents but rather shall timely transmit such dissatisfaction to Contractor directly and shall thereafter work with such Contractor and such other Contractor representatives as may be appropriate to resolve such issues.
- 3.3 <u>Commission Designee</u>. The Commission may designate an individual who shall serve as the Commission's liaison with the Contractor, including for purposes of disclosure of any Conflict of Interest pursuant to Section 6.5, and who may be designated as the authorized person for purposes executing any of the documents or legal agreements contemplated in Section 3.2(b) and

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

#### **ARTICLE 4: AIRPORT PREMISES & EXPENSES**

### 4.1 <u>Airport Operation Remuneration & Expense Procedures.</u>

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

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

- (5) Maintenance expenses and the costs for replacement parts for the Fuel Farms located on the Airport field;
  - (6) Electric expenses for the Airport;
  - (7) Heating expenses for the Airport;
  - (8) Water and sewer expenses for the Airport; and
  - (9) Telephone, cable, and internet services for the Airport.
  - (10) Fuel for airport owned equipment.
- 4.2 <u>Contractor's Airport Management Expenses</u>. Except as set forth in Section 4.1 above because such expenses are not Contractor's expenses, but are more properly classified as Airport Operating Expenses or Capital Expenditures, or as agreed by the Commission and the Contractor in a separate signed writing, Contractor shall be responsible for the payment of all of the expenses, including the Contractor's expenses associated with the provision of the services contemplated by this Contract, the provision of all labor required for performance of the Services, and for the cost of obtaining and maintaining any and all equipment and / or supplies necessary to perform the Services. The Commission will not reimburse or otherwise pay Contractor any amounts for any such expenses, equipment, or supplies, it being acknowledged that the Commission's only payment obligation to Contractor is as set forth in Section 5. For example, Contractor's expenses may include, by way of illustration and not limitation:
  - (a) All labor costs, consisting of wages and salaries, for Contractor agents and employees, together with associated payroll and other administrative expenses actually incurred and / or paid relating to such wages and salaries, including but not limited to payroll taxes, severance pay, workers compensation, fringe benefits, etc.;
  - (b) Manager insurance, including employee practices liability insurance, crime insurance, and fiduciary liability;
  - (c) Other insurance that Contractor desires to obtain in its discretion, or is required to obtain by the Commission, if available, relating to the performance by Contractor of services hereunder;
  - (d) Legal, accounting, and other consultant fees incurred directly by the Contractor in performance of Contractor's services;
  - (e) Expenses to obtain, repair, or maintain Contractor's property, including for recordkeeping, inspection, grounds-keeping, and cleaning tools and equipment like computers, lawnmowers, ladders, hand tools, vehicles, etc., and lease or rental, maintenance, and repair expenses related thereto;
  - (f) Expenses related to consumable supplies necessary to complete the Contractor's services, cleaning supplies, garbage bags, and expenses for fuel for equipment not owned by the airport and other energy costs incurred by Contractor in connection with the performance of the Contractor's services.

- 4.3 <u>Limited License to Enter and Use Airport Facility</u>. Except as otherwise provided in this Contract, the Contractor shall have a limited license to enter and use the Licensed Premises during the term of this Contract for the purpose of performing the services and fulfilling its obligations under this Contract. The Contractor shall use reasonable care in use of the Licensed Premises, including Airport and its facilities, improvements, equipment, and other personal property belonging to the Commission.
- 4.4 <u>Contractor Equipment</u>. Contractor shall be responsible for providing all equipment and materials necessary to provide the Contractor's services contemplated by this Contract, Contractor hereby represents and warrants that Contractor shall fully comply with the requirements of OHSA and applicable Law with respect to any equipment used on the Licensed Premises, and the Contractor agrees to accept all responsibility to insure the proper safety, set-up, erection, inspection, use, and or maintenance of such equipment prior to use.
- 4.5 <u>Surrender</u>. At the expiration or termination of this Agreement, the Contractor shall vacate the Licensed Premises, leaving it in as good condition as it now is, ordinary wear and tear expected, and shall return (or completely destroy with respect to electronically maintained information that cannot be returned) all Confidential Information and / or Commission documents that may be in Contractor's possession.
- 4.6 <u>Books and Records</u>. The Commission, at all times, shall have reasonable access to the books and records maintained by the Contractor in connection with the Contractor's duties at the Airport pursuant to the terms of this Contract, and at termination of this Contract, shall provide the Commission with a copy of such books and records, if reasonably requested by the Commission in writing, at the Contractor's sole expense.

#### **ARTICLE 5: COMPENSATION AND FEES**

- 5.1 <u>Negotiated Compensation</u>: The Commission shall pay the negotiated fee for the Contractor's services for this agreement, as follows:
  - (a) Contractor Services shall be paid by the Commission to the Contractor, in a monthly equivalent fee of five thousand seven hundred fifty dollars (\$5,750). Payment shall be paid monthly as negotiated between both parties.
  - (b) During the term of this agreement, Contractor shall be allowed use of an airport hangar for private use without fee, subject to the terms of the airport hangar rental agreement.

#### ARTICLE 6: STATUS OF CONTRACTOR AND SERVICE CONDITIONS

#### 6.1 <u>Independent Contractor</u>.

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

- (b) Contractor shall not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Commission to its employees, and Commission will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining worker's compensation insurance on behalf of Contractor or its employees.
- (c) Contractor acknowledges that the Commission seeks the benefits of the results of the Contractor's services as manager of the Airport hereunder, but the conduct and control of such services are solely within the Contractor's discretion.
- 6.2 <u>No Authority to Bind Commission</u>. Contractor lacks the express or implied authority and is not granted any right or authority to assume or create any obligation or liability, express or implied, on behalf of Commission or to bind Commission in any manner whatsoever.
- 6.3 <u>Taxes and Standards Related to Contractor's Services</u>. Contractor shall bear full responsibility to withhold and pay any and all taxes related to the services provided to Commission. Contractor agrees that all services shall be performed in accordance with the requirements of this Contract and in accordance with the highest prevailing standards for work of the type undertaken, and in accordance with all applicable federal, state, local, provincial, or municipal Laws and regulations.
- 6.4 <u>Contractor's Other Operations</u>. The Contractor warrants that it will carry out its obligations under this Contract solely in the best interests of the Commission, but the Parties recognize that during the Term, the Contractor may have obligations to other jobs, projects, investments, or operations, including but not limited to the provision of services as airport manager to other airport operators and to entities operating at other airports.
- 6.5 <u>Conflict of Interest Disclosure</u>. The Contractor shall not engage any Conflict of Interest either directly or indirectly, that is not specifically authorized by this Contract or otherwise approved by the Commission without first disclosing such to the Commission.
- 6.6 <u>Contractor's Use of Agents or Employees</u>. The Contractor has the right to employ or engage persons, in its sole discretion, to assist it in connection of the performance of this Contract. Any persons employed or engaged by Contractor in connection with the performance of this Contract shall be Contractor's employees and Contractor shall be fully responsible for them, including for purposes of payroll tax withholding, employee benefits, worker's compensation insurance, and indemnify and hold the Commission harmless against any claims made by or on behalf of any such employee or contractor against the Commission or the Airport.
- 6.7 <u>Contractor and Employee Certifications</u>. Contractor shall at its sole expense assure that it and its employees and Agents obtain and maintain all certifications,

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

- 6.8 <u>Enforcement of Contract Terms</u>. The Contractor shall require and enforce against any employee or other Agent that it engages in connection with the performance of this Contract whether at the Airport or elsewhere in the Contractor's system all obligations under this Contract that apply to Contractor, including the compliance with the Law.
- Non-Discrimination. Contractor, in the operation and use of the Licensed Premises, including the property and facilities of the Airport shall not, on the grounds of race, color, national origins, sex, or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by applicable Law and, if applicable, shall abide by the provisions of Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation (49 CFR Part 21), effectuating Title VI of the Civil Rights Acts of 1964 and the Americans With Disabilities Act of 1990.
- 6.10 <u>Nondiscrimination Under Michigan Law</u>. Contractor agrees for itself and its subcontractors not to discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Contract (MCL 37.1209; MCL 37.2209).

#### **ARTICLE 7: GENERAL CONDITIONS**

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

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

- 7.3 <u>Non-Exclusive</u>. Nothing in this Agreement shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Commission reserves the right to grant to others the privilege and right of conducting any one or more of the aeronautical activities listed in this Agreement, or any other activity of an aeronautical nature.
- 7.4 <u>Rules</u>. the Contractor agrees that the Commission has the right to adopt and enforce reasonable rules and regulations and that the Contractor and all of its employees, agents, and servants will faithfully observe and comply with all rules and regulations to the extent necessary to comply with the applicable Law.
- 7.5 <u>Disposition by Commission</u>. The Commission reserves the right to sell, lease, and license or otherwise dispose of any Airport lands for any purposes whatsoever and to further develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of the Contractor and without interference or hindrance from the Contractor.
- 7.6 <u>Protection of Aerial Approaches</u>. The Commission reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, and further reserves the right to prevent the Contractor from erecting or permitting to be erected any building or other structure on the Airport, which in the opinion of the Commission, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 7.7 <u>Military Use</u>. The Commission shall have the right to enter into an agreement with the United States Government or the State of Michigan for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and / or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with such Government, shall be suspended.
- 7.8 Governmental Agreements. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Commission and the State of Michigan and United States relative to the maintenance, operation, or development of the Airport.
- 7.9 <u>Public Use</u>. The Airport is a public airport and the Contractor shall not be held liable legally or financially for any actions or misuse of the Airport or its property by individuals or companies not employed by, under the control of, or authorized by the Contractor.
- 7.10 <u>Subordination to Commission's Federal Obligations</u>. This Contract shall be subordinate to the provisions of and requirements of any existing or future agreement between Commission and the United States relative to the development, operation, or maintenance of the Airport.

#### ARTICLE 8: INDEMNIFICATION AND INSURANCE

- 8.1 <u>Indemnification</u>. The Contractor shall hold the Commission, the County of Barry, the City of Hastings, and their respective representatives and officials harmless from, indemnify it (with legal counsel reasonably acceptable to the Commission) for, and fully indemnify, and defend it against, any claim, award, judgment, damages, liability, expenses, or cost or losses of any kind or nature whatsoever (including attorney's fees) arising out of or resulting from the activities of or any failure to act of the Contractor or in connection with or related to providing the manager or other services to the Commission pursuant to this Contract, including for negligence. The Contractor is not obligated to indemnify the Commission in any manner for the Commission's own negligence or willful misconduct. As used in this provision, the terms "Commission" and "Contractor" include their respective officers, employees, and other Agents.
- 8.2 Survival. This Section 8 shall survive the expiration or termination of this Contract.

#### **ARTICLE 9: MISCELLANEOUS**

- 9.1 <u>Notice</u>. Any notice or other communication required or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by pre-paid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.
- 9.2 <u>Assignment; Binding Effect</u>. This Contract may not be assigned by the Contractor without the prior written consent of the Commission. This Contract shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective permitted successor and assigns.
- 9.3 <u>Captions</u>. The captions appearing at the beginning of each section or subsection are provided for convenience only; they shall not be deemed a part of this Agreement, nor shall they have any independent significance.
- 9.4 <u>Waiver of Breach</u>. Neither party's waiver of a breach of any provision of the Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.
- 9.5 Entire Agreement. This Contract supersedes all previous or contemporaneous contracts between the parties relating to its subject matter. No other oral statements or prior or contemporaneous written material not specifically incorporated in the Agreement shall have any effect and no changes or additions to this Contract shall be effective unless made in writing and signed by the parties. In entering into this Contract, the Parties are relying solely upon the representations and agreements in this Contract and no others.
- 9.6 <u>Amendments</u>. This Contract cannot be altered or amended except pursuant to an instrument in writing signed by all of the parties hereto.
- 9.7 <u>Enforcement</u>. If either party takes legal action to enforce this Contract, the prevailing party shall, in addition to any other relief, be entitled to recover its actual, reasonable costs of such

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

- 9.8 <u>Counterparts</u>; <u>Facsimile/PDF Signatures</u>. This Contract may be executed in multiple separate counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall constitute but one instrument. Signatures of the parties transmitted by facsimile, portable document format (PDF) or other electronic means shall be deemed to be their original signatures for all legal and other purposes.
- 9.9 <u>Governing Law & Venue</u>. This Contract shall be governed by and interpreted according to the laws of the State of Michigan, excluding choice of law principles. Contractor acknowledges and consents to venue in of the courts of Barry County, Michigan and the federal courts of the Western District of Michigan, if applicable.

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

HASTINGS CITY/BARRY COUNTY AIRPORT COMMISSION	AIRPORT MANAGER
By:Bob Teunessen, Chair	By: Giacinto Lucci Lucci Distributing Authorized Signer
Date:	Lucci Distributing - Authorized Signer Date:
By: David Tossava, Secretary	By:
Date:	Date:

#### EXHIBIT A CONTRACTOR'S SERVICES

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

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

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

- terms for said project, including additional consideration for such performance of additional services, but neither party is under an obligation to do so.
- 1.6 <u>Standard of Contractor Performance</u>. The Contractor hereby acknowledges and agrees that the Contractor's services to be performed pursuant to the terms of this Contract shall be performed in accordance with the standards set forth in this Section 1.6 of Exhibit A of this Contract.
- (a) Contractor shall comply with all applicable Laws, ordinances, rules, and regulations of all governing authorities, including rules and regulations promulgated and modified from time to time by the Commission concerning the operation of the Airport, rules and regulations of the FAA, FCC and other governing authorities, and the Laws of the State of Michigan governing public contracts, the provisions of which are hereby incorporated by this reference. The Contractor shall obtain and maintain all permits or licenses, as may be required by the FAA and MDOT.
- (b) Contractor acknowledges that good public relations are necessary in the proper operation of the Airport and in furthering the public interest served by the Airport. Therefore, Contractor will at all times during this Agreement strive for and develop good public relations and require the same of Contractor Agents and employees in all aspects of its activities under this Contract.



None.

# Regular Council Agenda Item Memorandum

WINTH THE NEW	<b>G</b>							
To: Hastings City Council								
From: Sarah Moyer-Cale, City Manager Subject: Workshop Meeting November 24, 2025								
Recommended Action:								
•	vorkshop session of the City Council and Brownfield and for <b>November 24, 2025 at 6:00 PM.</b>							
Background Information:								
_	ember 5 <sup>th</sup> , it was discussed that a follow up meeting should take November 24 <sup>th</sup> meeting to further the conversation regarding licy.							
Financial Implications:								
None.								
Attachments:								



# Regular Council Agenda Item Memorandum

**To: Hastings City Council** 

From: Sarah Moyer-Cale, City Manager

**Subject: Information Regarding the Keeping of Chickens** 

Meeting Date: November 10, 2025

#### Recommended Action:

Council may either take no action, refer the request to the Planning Commission, or take other such action as may be appropriate.

#### **Background Information:**

The City Council adopted an ordinance in April 2021 to allow 4-6 chickens per lot, depending on lot size. Applicants must also meet other zoning requirements, including proper size and location for the chicken coop, maintenance and care requirements, and similar requirements. (Notably, this does not apply in the Rural Residential Zoning District, where the raising and keeping of farm animals is permitted under Section 90-237.)

The Planning Commission is responsible for reviewing and recommending zoning text amendments to the City Council. Prior to adopting this ordinance, the Planning Commission thoroughly reviewed the matter, holding five meetings where the matter was discussed, and ultimately held the public hearing on April 5, 2021 for the text amendment. Meeting minutes describe that public feedback was mixed regarding chicken keeping in the city. There was both opposition and support, with most people feeling that chickens should be allowed with reasonable limitations on numbers and lot size. Numerous sample ordinances were reviewed and considered prior to finalizing the amendment proposal.

Twenty-one permits for chicken keeping have been issued in Hastings since the ordinance was enacted.

I did a brief survey of other communities to find out what the maximum number of chickens is in their respective communities. The results are summarized below. Hastings' limit of 6 hens is in line with most other communities surveyed.



# Regular Council Agenda Item Memorandum

Community	Chicken Maximum
Birch Run	chickens are not allowed
Carson City	chickens are not allowed
Grand Blanc	chickens are not allowed
Milford	chickens are not allowed
Wayland	chickens are not allowed
Fenton	up to 3 hens
North Muskegon	up to 3 hens
Charlotte	up to 4 hens
East Lansing	up to 4 hens
Grass Lake	up to 4 hens
Middleville	up to 4 hens
Rogers City	up to 4 hens
Portland	up to 4 hens
Rockford	up to 5 hens
Coldwater	up to 6 hens
Muskegon	up to 6 hens
Munising	up to 6 hens
Greenfield	up to 6 hens
Crystal Falls	up to 6 hens
Portage	up to 6 hens
Otsego	up to 5 chickens on half an acre, up to 10 chickens on 1 acre or more.
Albion	up to 5 hens on less than one acre, up to 7 with an acre or more.
East Jordan	up to 12 hens per parcel

### **Financial Implications:**

If the council wants to have the ordinance amended, there will be minor costs for planning consultant work and ordinance publication. I would estimate a text amendment to cost approximately \$250 - \$500.

#### Attachments:

Keeping of Animals Ordinance - existing

#### Sec 90-835 Keeping Of Animals

- (a) The keeping of household pets, including dogs, cats, fish, birds, hamsters, nonpoisonous spiders, snakes and reptiles and other animals generally regarded as household pets is permitted as an accessory use in any district.
- (b) No more than three dogs or three cats or any combination thereof totaling three that are six months of age or older shall be kept in a dwelling unit in any residential district.
- (c) The keeping or sale of pigeons having free access outside their cages, the keeping of poultry, pigs, hogs, wild animals, horses, donkeys, mules, other species of equine, cows, oxen, and other species of bovine, sheep, goats, geese, turkeys and other species of fowl is prohibited in all districts except for farm animals as may be permitted in the rural residential district.
- (d) The keeping of chickens is allowed as an accessory use to an owner-occupied single-family dwelling in any residential district, except the R-R District where it is allowed by <u>Sec 90-237 (b)</u>, subject to the following requirements:
  - (1) The keeping of chickens shall be done on a noncommercial basis and be exclusively used by the people occupying the property as a locally grown food source for the consumption of eggs or meat.
  - (2) A maximum of four chickens are allowed per lot if the lot is 1/2 acre or less in area; a maximum of five chickens are allowed per lot if the lot is 1/2 to one acre in area; and, a maximum of six chickens are allowed per lot if the lot is over one acre in area. Roosters are prohibited.
  - (3) Chickens shall be provided with a covered enclosure (coop) and must be kept in the coop or an adjoining fenced enclosure (run) at all times. The coop and run are not subject to the accessory building standards established by Sec 90-831 but shall meet the following requirements:
    - a. The coop and run shall be located in the rear yard and shall be located no closer than 10 feet to any property line and no closer than 40 feet to any residential dwelling on an adjacent property.
    - b. The coop and run shall not exceed 8 feet in height or 100 square feet in total area.
    - c. The coop shall be constructed in such a way as to prevent rats, mice, or other rodents or vermin from being harbored underneath or within the walls of the enclosure.
    - d. The coop and run shall be completely enclosed with a top and/or cover and shall be constructed in a workmanlike manner. The use of tarps, fabric, rubber, paper, cardboard, or similar materials is prohibited.
  - (4) All feed and other items associated with the keeping of chickens likely to attract rats, mice, or other rodents or vermin shall be secured and protected in sealed containers.
  - (5) The enclosed areas where the chickens are kept shall be maintained in a clean and neat manner at all times. The keeping of chickens is subject to the City of Hastings Code of Ordinances pertaining to noise, odors, dust, fumes, sanitation and health or other comparable nuisances to ensure the public health, safety and welfare.
  - (6) The outdoor slaughtering of chickens is prohibited.
  - (7) Any person who keeps chickens in the City of Hastings shall obtain a permit from the City prior to acquiring the chickens. Application shall be made to the City Clerk and the

fee for the permit shall be as determined by Council resolution.

Prior to the issuance of a permit, there shall be an inspection of the proposed site by the City to determine compliance with the requirements of this Ordinance. A permit shall not be issued until all requirements are met.

Permits expire and become invalid five (5) years after the date of issuance. A person who wishes to continue keeping chickens shall have obtained a new permit on or before the expiration date of the previous permit. Application for a new permit shall be pursuant to the procedures and requirements that are applicable at the time the person applies for a new permit.

If the above requirements are not complied with, the City may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation.

Ord. No. 301, § 3(3.49J), 2-10-97)

HISTORY

Amended by Ord. 600 Amend Section 90-835 Keeping of Animals on 4/30/2021



# Regular Council Agenda Item Memorandum

**To: Hastings City Council** 

From: Sarah Moyer-Cale, City Manager

Subject: State Budget Impacts on City of Hastings Revenue

Meeting Date: November 10, 2025

Recommended Action:

None, information only.

#### **Background Information:**

Now that the state's budget has been finalized and estimates are available, I have tried to succinctly summarize the impact of the new state budget on the city's revenue. Please keep in mind that these are <u>estimates only</u> based on available information from Treasury and MDOT and are subject change.

- The sales tax on gasoline has been eliminated. Sales tax gets redistributed for various purposes, one of those purposes being funding for local governments. School funding was backfilled, but local governments will see a shortfall. Treasury's current estimate for the City of Hastings is reduced revenue of -\$16,329.
- Public Safety Revenue Sharing Due to the qualification requirements (type of government, violent crime data, etc.), we will receive a small distribution estimated at \$29,776.
- Multiple road funding sources were added, including a new fuel tax (to replace the sales tax on gas), a wholesale tax on marijuana products, etc. This is expected to increase our transportation funds from the state by 33.4% or \$368,800.

#### Attachments:

- Source information sheets
- Department of Transportation Letter

## Constitutional and Statutory Revenue Sharing Payments FY 2025 Actuals and FY 2026 Projected - 2025 Public Act 22

Revshare		Unit		FY 2025 Actuals			FY 2026 Projections						
Code	Local Unit Name	Type	County	Const	Standard	3 Formulas	Total	Const	Standard	3 Formulas	Total	\$ Chg	% Chg
081010	Assyria	Twp	Barry	\$214,692	\$0	\$2,484	\$217,176	\$210,352	\$0	\$2,484	\$212,836	(\$4,340)	-2.0%
081020	Baltimore	Twp	Barry	\$209,841	\$0	\$2,640	\$212,481	\$205,600	\$0	\$2,640	\$208,240	(\$4,241)	-2.0%
081030	Barry	Twp	Barry	\$368,273	\$0	\$3,600	\$371,873	\$360,829	\$0	\$3,600	\$364,429	(\$7,444)	-2.0%
081040	Carlton	Twp	Barry	\$251,229	\$0	\$2,676	\$253,905	\$246,150	\$0	\$2,676	\$248,826	(\$5,079)	-2.0%
081050	Castleton	Twp	Barry	\$198,632	\$0	\$2,813	\$201,445	\$194,617	\$0	\$2,813	\$197,430	(\$4,015)	-2.0%
081060	Hastings	Twp	Barry	\$324,732	\$0	\$3,845	\$328,577	\$318,168	\$0	\$3,845	\$322,013	(\$6,564)	-2.0%
081070	Норе	Twp	Barry	\$339,928	\$0	\$3,147	\$343,075	\$333,057	\$0	\$3,147	\$336,204	(\$6,871)	-2.0%
081080	Irving	Twp	Barry	\$348,011	\$0	\$3,517	\$351,528	\$340,976	\$0	\$3,517	\$344,493	(\$7,035)	-2,0%
081090	Johnstown	Twp	Barry	\$306,194	\$0	\$3,099	\$309,293	\$300,003	\$0	\$3,099	\$303,102	(\$6,191)	-2.0%
081100	Maple Grove	Twp	Barry	\$166,839	\$0	\$1,993	\$168,832	\$163,465	\$0	\$1,993	\$165,458	(\$3,374)	-2.0%
081110	Orangeville	Twp	Barry	\$366,225	\$0	\$3,188	\$369,413	\$358,822	\$0	\$3,188	\$362,010	(\$7,403)	-2.0%
081120	Prairieville	Twp	Barry	\$359,328	\$0	\$2,906	\$362,234	\$352,065	\$0	\$2,906	\$354,971	(\$7,263)	-2.0%
081130	Rutland	Twp	Barry	\$445,765	\$0	\$4,763	\$450,528	\$436,754	\$0	\$4,763	\$441,517	(\$9,011)	-2.0%
081140	Thornapple	Twp	Barry	\$542,765	\$0	\$5,390	\$548,155	\$531,792	\$0	\$5,390	\$537,182	(\$10,973)	-2.0%
081150	Woodland	Twp	Barry	\$172,767	\$0	<b>\$1,4</b> 93	\$174,260	\$169,274	\$0	<b>\$1.</b> 493	\$170,767	(\$3,493)	-2.0%
081160	Yankee Springs	Twp	Barry	\$573,590	\$0	\$4,776	\$578,366	\$561,993	\$0	\$4,776	\$566,769	(\$11,597)	-2.0%
082010	Hastings	City	Barry	\$807,787	\$175,822	\$15,304	\$998,913	\$791,458	\$175,822	\$15,304	\$982,584	(\$16,329)	-1.6%
083010	Freeport	Vil	Barry	\$58,415	\$4,652	\$1,101	\$64,168	\$57,234	\$4,652	\$1,101	\$62,987	(\$1,181)	-1.8%
083020	Middleville	Vil	Barry	\$462,900	\$26,700	\$6,401	\$496,001	\$453,544	\$26,700	\$6,401	\$486,645	(\$9,356)	-1.9%
083030	Nashville	Vil	Barry	\$165,654	\$48,486	\$3,801	\$217,941	\$162,304	\$48,486	\$3,801	\$214,591	(\$3,350)	-1.5%
083040	Woodland	Vil	Barry	\$42,141	\$10,040	\$801	\$52,982	\$41,288	\$10,040	\$801	\$52,129	(\$853)	1.6%
			Barry Total	\$6,725,708	\$265,700	\$79,738	\$7,071,146	\$6,589,745	\$265,700	\$79,738	\$6,935,183	(\$135,963)	-1.9%

### FY 2026 Public Safety City, Village, and Township Estimated Distributions

\*no data provided

Total for distribution: Total (excluding Detroit): \$42,562,500 \$31,921,875

COUNTY	LOCAL UNIT	2020	2021	2022	High 2 of 3-yr average	<b>Estimated Distribution</b>
	Barry Township	2	7	7	7.00	\$6,222
	Carlton Township	0	2	4	3.00	\$2,667
	Castleton Township	6	0	3	4.50	\$4,000
	Freeport	0	1	0	0.50	\$444
	Hastings	35	32	31	33.50	\$29,776
	Hastings Township	2	8	4	6.00	\$5,333
	Hope Township	6	3	3	4.50	\$4,000
	Irving Township	2	3	2	2.50	\$2,222
	Johnstown Township	4	6	5	5.50	\$4,889
	Maple Grove Township	3	8	6	7.00	\$6,222.
	Middleville	8	16	14	15.00	\$13,333
	Nashville	7	9	5	8.00	\$7,111
	Orangeville Township	8	7	5	7.50	\$6,666
	Prairieville Township	2	5	3	4.00	\$3,555
	Rutland Township	8	9	5	8.50	\$7,555
	Thornapple Township	3	12	3	7.50	\$6,666
	Woodland	0	1	0	0.50	\$444
	Woodland Township	3	4	0	3.50	\$3,111
	Yankee Springs Township	2	9	6	7.50	\$6,666
Bay	Auburn	8	5	7	7.50	\$6,666
	Bangor Township	22	21	16	21.50	\$19,110
	Bay City	284	254	190	269.00	\$239,099
	Beaver Township	3	3	1	3.00	\$2,667
	Essexville	12	5	4	8.50	\$7,555
	Frankenlust Township	3	0	3	3.00	\$2,667
	Fraser Township	1	0	8	4.50	\$4,000
	Garfield Township	0	2	2	2.00	\$1,778
	Gibson Township	3	8	0	5.50	\$4,889
	Hampton Township	18	19	11	18.50	\$16,444
	Kawkawlin Township	8	3	6	7.00	\$6,222
	Merritt Township	0	2	1	1.50	\$1,333
	Midland	0	0	0	0.00	\$0
	Monitor Township	9	11	20	15.50	\$13,777
	Mount Forest Township	1	1	0	1.00	\$889
	Pinconning	2	6	7	6.50	\$5,777
	Pinconning Township	3	1	6	4.50	\$4,000
	Portsmouth Township	2	8	4	6.00	\$5,333
DDAET UEA	Williams Township	4	5	11	8.00	\$7,111
DRAFT - HFA			_			+-,



### FY 2026 Transportation Funding Package - City and Village Distribution

	FY 2024 <sup>(1)</sup>				se	
	MTF Actual	Distribute <sup>(3)</sup>	<b>Distribute New</b>	New Total	Increase from	Percent
	<b>Distribution</b>	MTF to C & V	Money to C & V	(FY 2026)	FY 2024 Base	Increase
City/Village	\$736,606,400	\$3,667,400	\$242,396,000			
Gibraltar	611,000	3,000	201,100	815,100	204,100	33.4%
Gladstone	952,600	4,700	313,500	1,270,800	318,200	33.4%
Gladwin	510,400	2,500	168,000	680,900	170,500	33.4%
Gobles	142,400	700	46,900	190,000	47,600	33.4%
Goodrich	263,700	1,300	86,800	351,800	88,100	33.4%
Grand Beach	134,500	700	44,300	179,500	45,000	33.5%
Grand Blanc	1,020,100	5,100	335,700	1,360,900	340,800	33.4%
Grand Haven	1,724,900	8,600	567,600	2,301,100	576,200	33.4%
Grand Ledge	955,700	4,800	314,500	1,275,000	319,300	33.4%
Grand Rapids	29,242,400	145,600	9,622,800	39,010,800	9,768,400	33.4%
Grandville	2,243,900	11,200	738,400	2,993,500	749,600	33.4%
Grant	147,100	700	48,400	196,200	49,100	33.4%
Grass Lake	190,300	900	62,600	253,800	63,500	33.4%
Grayling	292,500	1,500	96,300	390,300	97,800	33.4%
Greenville	1,348,800	6,700	443,900	1,799,400	450,600	33.4%
Grosse Pointe	686,100	3,400	225,800	915,300	229,200	33.4%
Grosse Pointe Fa	1,250,300	6,200	411,400	1,667,900	417,600	33.4%
Grosse Pointe Pa	1,374,700	6,800	452,400	1,833,900	459,200	33.4%
Grosse Pointe Sh	346,900	1,700	114,200	462,800	115,900	33.4%
Grosse Pointe Wo	1,919,800	9,600	631,800	2,561,200	641,400	33.4%
Hamtramck	2,993,000	14,900	984,900	3,992,800	999,800	33.4%
Hancock	819,700	4,100	269,700	1,093,500	273,800	33.4%
Hanover	95,300	500	31,400	127,200	31,900	33.5%
Harbor Beach	260,500	1,300	85,700	347,500	87,000	33.4%
Harbor Springs	305,700	1,500	100,600	407,800	102,100	33.4%
Harper Woods	1,716,800	8,500	564,900	2,290,200	573,400	33.4%
Harrietta	55,800	300	18,400	74,500	18,700	33.5%
Harrison	354,400	1,800	116,600	472,800	118,400	33.4%
Harrisville	85,700	400	28,200	114,300	28,600	33.4%
Hart	310,100	1,500	102,000	413,600	103,500	33.4%
Hartford	375,400	1,900	123,500	500,800	125,400	33.4%
Hastings	1,104,100	5,500	363,300	1,472,900	368,800	33.4%
Hazel Park	1,872,900	9,300	616,300	2,498,500	625,600	33.4%
Hersey	87,700	400	28,900	117,000	29,300	33.4%
Hesperia	188,500	900	62,000	251,400	62,900	33.4%
Highland Park	1,372,400	6,800	451,600	1,830,800	458,400	33.4%
Hillman	142,200	700	46,800	189,700	47,500	33.4%
Hillsdale	1,219,300	6,100	401,200	1,626,600	407,300	33.4%
Holland	5,610,300	27,900	1,846,200	7,484,400	1,874,100	33.4%
Holly	732,700	3,600	241,100	977,400	244,700	33.4%
Homer	243,700	1,200	80,200	325,100	81,400	33.4%
Honor	70,100	300	23,100	93,500	23,400	33.4%
Hopkins	109,500	500	36,000	146,000	36,500	33.3%
Houghton	1,258,700	6,300	414,200	1,679,200	420,500	33.4%
Howard City	343,900	1,700	113,200	458,800	114,900	33.4%
Howell	1,275,300	6,300	419,700	1,701,300	426,000	33.4%



#### STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

# DEPARTMENT OF TRANSPORTATION LANSING

BRADLEY C. WIEFERICH, P.E. DIRECTOR

October 24, 2025

Street Administrators
Board of County Road Commissioners

On Oct. 7, 2025, the Legislature passed, and Gov. Gretchen Whitmer signed into law seven bills in the Transportation Funding Package. As announced, this package will take effect during Fiscal Year (FY) 2026 and will continue through FY 2030 and beyond. This funding is broken down into several parts.

The following four bills from the Transportation Funding Package have an impact on local road agencies:

House Bill 4183 (PA 20 of 2025) amends the Motor Fuel Tax Act to increase the motor fuel tax rate from 31 cents per gallon to at least 51 cents per gallon beginning Jan. 1, 2026.

House Bill 4951 (PA 23 of 2025) creates a new act to impose excise taxes on certain sales or transfers of marijuana tax revenue (estimated at \$420 million) and deposits the revenue into the Neighborhood Roads Fund (NRF) created in Senate Bill 578.

House Bill 4961 (PA 24 of 2025) amends the Income Tax Act to, among other things, repeal the \$600 million in income tax revenue currently redirected to the Michigan Transportation Fund (MTF), as well as generate additional revenue from the corporate income tax (estimated at \$680 million), to the NRF created in Senate Bill 578.

Senate Bill 578 (PA 16 of 2025) amends Act 51 to create the NRF and the Infrastructure Projects Authority Fund and prescribes the distribution of money from each fund.

#### FY 2026 - FY 2030

(a) The Bridge Repair Account receives \$100 million annually. These funds must be kept in a separate account. Funds are only used for repairing closed, restricted and critical bridges. Decisions on what projects to complete will be made by the Local Bridge Advisory Board under Section 10(4)-(13) of PA 51 of 1951.

- (b) The Local Grade Separation Fund receives \$40 million annually for a local grade separation grant program for the separation of motor vehicle traffic and railroad traffic in Section 11i of PA 51 of 1951.
- (c) After subsections (a) and (b), the next \$100 million is split as follows:
  - The Comprehensive Transportation Fund (CTF) receives 35 percent or \$35 million for eligible public transportation authorities and agencies under Section 10b of PA 51 of 1951. Of the \$35 million, 5 percent or \$1.75 million is reserved for agencies in urbanized areas with less than or equal to 100,000 population and nonurbanized areas under 49 USC 5311.
  - The remaining 65 percent or \$65 million is for Infrastructure Projects Authority Fund (created in Subsection (8)) for infrastructure projects.
- (d) 80 percent of the remaining funds after subsections (a) (c) will be allocated as follows:
  - 65 percent to the county road agencies distributed per Section 12 of PA 51 of 1951
  - 35 percent to the city and village road agencies distributed per Section 13 of PA 51 of 1951.
- (e) (e) The remaining 20 percent of the funds after subsections (a) (c) will be appropriated to the State Trunkline Fund (STF) for the uses described under Section 11 of PA 51 of 1951.

#### FY 2031 and beyond

- (a) The Local Grade Separation Fund will receive \$10 million annually to be distributed under Section 11i of PA 51 of 1951.
- (b) After subsection (a), \$70 million will be allocated as follows:
  - The CTF will receive 75 percent for eligible authorities and agencies under Section 10b of PA 51 of 1951; of the 75 percent, 5 percent will be reserved for agencies in urbanized areas with less than or equal to 100,000 population and nonurbanized areas under 49 USC 5311.
  - The remaining 25 percent will be distributed to the Infrastructure Projects Authority Fund (created in Subsection (8)) for infrastructure projects.
- (c) After the distributions in subsections (a) and (b), \$100 million shall be appropriated as follows: 6.5 percent to the county road agencies distributed per Section 12 of PA 51 of 1951, and 3.5 percent to the city and villages road agencies distributed per Section 13 of PA 51 of 1951. The STF will receive the 90 percent remainder.

Street Administrators
Board of County Road Commissioners
Page 3
October 24, 2025

- (d) The remaining funds after subsections (a) (c) will be allocated as follows:
  - 65 percent of 71.5 percent to the county road agencies distributed per Section 12 of PA 51 of 1951.
  - 35 percent of 71.5 percent to the city and villages road agencies distributed per Section 13 of PA 51 of 1951.
  - The STF will receive the remaining 28.5 percent allocation.

If you have any questions or need further information, please email me at <u>FeldpauschA10@Michigan.gov</u>; or contact Robin DeBault at <u>MDOT-County-Outreach@Michigan.gov</u> or Laura Loomis at <u>MDOT-Outreach@Michigan.gov</u>.

Sincerely,

Adam Feldpausch, CPA Division Administrator, Financial Operations Division

cc: L. Mester

P. McCarthy

K. Linn

J. Chang



# City of Hastings Michigan

(269) 945-2468 FAX (269) 948-9544 201 E. State Street 49058

#### Fire Department Council Report October 2025

The department responded to 90 calls for service: 28 in the city, 59 in the townships, and two mutual aid requests. Our members spent a total of 228 hours responding to calls. Year-to-date, we have responded to 990 calls for service. YTD, we also issued 696 burn permits in the townships.

#### **Public safety**

We have installed 170 smoke and carbon dioxide detectors in 68 homes year to date. The department has increased our presence at public buildings through inspections and attendance at open houses. We completed our annual inspection and maintenance of all Knox boxes located in our district. We continue to add additional Knox boxes each month.

#### **Training**

Our members logged a total of 210 hours in October, mainly due to medical classes and a fire investigation course. Our staff continues to show their dedication by taking additional training each month. In October, we completed the annual FIT testing of SCBA masks and medical incidents, partnering with LIFE EMS for this training.

#### **Department activities**

In October, we responded to 90 calls for service, a 6% increase over October 2024 and a 48% increase year-to-date. With LIFE EMS now in the area, we are seeing a decrease in medical call volume; however, calls remain high. The bathroom remodel was completed, and we now have two functional bathrooms and a shower/changing room. We continue to play an active role in inspecting the larger apartment buildings in the city to ensure they comply with NFPA fire safety standards. This project takes up much of our time with the two new complexes under construction. We visited three elementary schools for Fire Prevention Month and attended a Hometown Hero event at TSC. The transition to a new federal reporting system began in October and is scheduled for completion by December 2025. This change affects how we report all department activities to the federal government. Transitioning from the National Fire Incident Reporting System (NFIRS) to the National Emergency Response Information System (NIRIS)

#### **Chief's Comments**

October was a busy month for training. In July, we received a \$7,500 grant from the Barry Community Foundation. This grant was written to support medical training for our staff. The training funded by this grant totaled over 1,000 hours of combined training for the department's medical personnel. Three of our members are still in class through February 2026, working toward their EMT-B certification. Overall, seven members of the department received training funded by the grant. Lieutenant Eister is currently enrolled in his NFPA Officer Two certification class, and I have completed my NFPA Fire Investigator certification. Overall, a very busy month.

Respectfully, Mark Jordan, Fire Chief

Chief Mark Jordan



#### City of Hastings Fire Department NFIRS Reports Analysis

10/1/2025 - 10/31/2025

#### INCIDENT TYPE CATEGORY BREAKDOWN

Code	Incident Type Series	Occurances	Percentage
100-199	Fire/Explosion	10	11.1%
200-299	Overpressure Rupture	0	0.0%
300-399	Rescue Call	40	44.4%
400-499	Hazardous Condition	12	13.3%
500-599	Service Call	3	3.3%
600-699	Good Intent Call	21	23.3%
700-799	False Call	4	4.4%
800-899	Severe Weather/Natural Disaster	0	0.0%
900-999	Special Type/Complaint	0	0.0%
	Total	90	100.0%

#### FIRE DISTRICT BREAKDOWN

District	Fire	<b>EMS</b>	Other	Total	Percentage
BALTIMORE TWP	1	1	4	6	6.7%
CARLTON TWP	4	2	1	7	7.8%
HASTINGS TWP	2	6	4	12	13.3%
IRVING TWP	0	0	0	0	0%
RUTLAND TWP	6	19	10	35	38.9%
WARD 1	2	1	2	5	5.6%
WARD 2	2	2	1	5	5.6%
WARD 3	0	3	1	4	4.4%
WARD 4	5	6	3	14	15.6%
Total	22	40	26	88	97.8%

#### MUTUAL AID DISTRICT BREAKDOWN

District	Fire	<b>EMS</b>	Other	Total	Percentage
MUTUAL AID	0	0	2	2	2.2%
Total	0	0	2	2	2.2%

Printed: 11/03/2025 Page 1



#### City of Hastings Fire Department

#### **Incident Analysis**

Undetermined Incident Series

Total

10/1/2025 - 10/31/2025

	INCIDENT TYPE CATEGO	ORY BREAK	DOWN AND O	COMPARISON
		10/1/2025 -	10/31/2025	10/1/2024 - 10/31/2024
Code	Incident Type Series	Occurances	Percentage	Occurances
100-199	Fire/Explosion	9	10.1%	19
200-299	Overpressure Rupture	0	0.0%	0
300-399	Rescue Call	41	44.9%	12
400-499	Hazardous Condition	12	13.5%	20
500-599	Service Call	3	3.4%	9
600-699	Good Intent Call	21	23.6%	19
700-799	False Call	4	4.5%	5
800-899	Severe Weather/Natural Disaster	0	0.0%	0
900-999	Special Type/Complaint	0	0.0%	0

#### MUTUAL AID DISTRICT BREAKDOWN

0

90

District	Fire	<b>EMS</b>	Other	Total	Percentage
Mutual Aid	0	0	2	2	2.2%
Total	0	0	2	2	2 2%

0.0%

100.0%

84

#### FIRE DISTRICT BREAKDOWN

District	Occurances	Percentage
Baltimore Twp	6	6.7%
Carlton Twp	7	7.9%
Hastings Twp	12	13.5%
Irving Twp	0	0.0%
Rutland Twp	35	38.2%
Ward 1	5	5.6%
Ward 2	5	5.6%
Ward 3	4	4.5%
Ward 4	14	15.7%
Total	87	97.8%

Printed: 11/3/2025 Page 1 of 2



### City of Hastings Fire Department

#### **Apparatus Summary**

10/1/2025 - 10/31/2025

Total Runs for Date Range: 90

RESPONSE TOTALS PE Apparatus name	R APPARATU	S %
831	25	27.8 %
832	15	16.7 %
833	5	.5.6%
834	7	.7.8 %
835	30	33.3 %
836	1	.1.1%
837	35	38.9 %
838	11	12.2 %
839	4	.4.4 %
A141	0	0%
Air Trailer	0	0%
EM82	0	0%
Haz1	0	0%
LT1	0	0%
POV	14	15.6 %

Printed: 11/03/2025 Page 1

## **HAAS ALERT**

#### October 1 - October 31, 2025

YTD January 1 - October 31 Lifetime Since January 2024

#### MI - Hastings Fire Department Safety Cloud® Report

#### Alert Totals

Drivers Alerted

687

YTD 9,324 Lifetime 17,238 R2R Alerts sent

0

YTD 0 Lifetime 0 **R2R Alerts Received** 

0

YTD 0 Lifetime 0

#### Incident Totals

Total Incidents

47 YTD 644

Lifetime 1,190

Average Time On-Scene

20.8 min

YTD 20.9 min Lifetime 21.6 min

#### **Run Totals**

Total Runs

63 YTD 706

Lifetime 1,301

**Total Responding Time** 

267 min

YTD 3,341 min Lifetime 6,292 min Average Time-to-Scene

4.2 min

YTD 4.7 min Lifetime 4.8 min

Drivers Alerted

Total drivers alerted; based on HAAS Alert enabled applications.

**R2R Alerts Sent** 

Total number of Responder-to-Responder Alerts sent to nearby emergency vehicles.

R2R Alerts Received Total number of Responder-to-Responder Alerts received by your emergency vehicles.

Total Incidents

Total number of times at least one vehicle arrived on-scene with lights engaged for 2+ minutes.

Average Time On-Scene Average time duration per incident.

Total times a vehicle was dispatched to an incident with lights engaged for at least 1+ minute.

Total Responding Time Total time vehicles/apparatus spent traveling to dispatched calls with lights engaged.

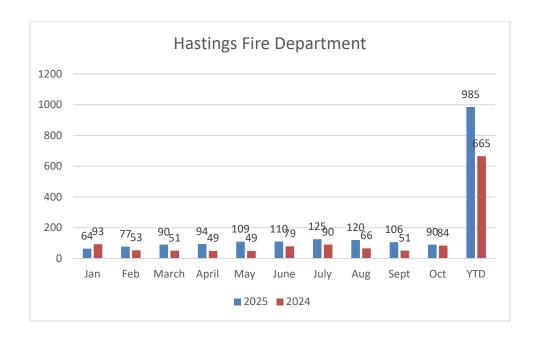
Average Time-to-Scene

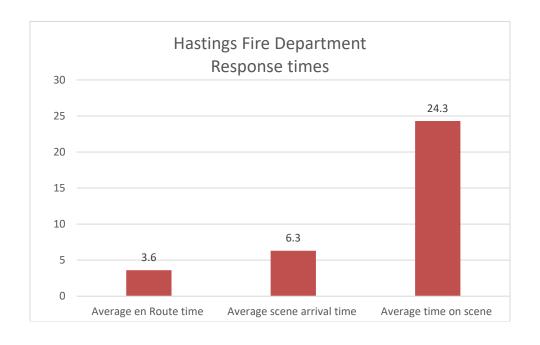
Average time it took for dispatched vehicle to arrive on-scene.



# City of Hastings Michigan

(269) 945-2468 FAX (269) 948-9544 201 E. State Street 49058





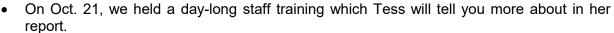


### Library Director's Report - October, 2025 November 3, 2025 Board Meeting

#### **Highlights**

October has been a *very* busy month:

- On Oct. 6, a roof moisture survey was completed (see Building Updates).
- On Oct. 7, the Library was the Barry County Chamber of Commerce's "Business of the Week". Check out the post on their Facebook page.
- Oct. 9 was the Friends of the Library's annual Wine Pairing and Auction. This is typically the largest fundraiser the Friends have for the Library. This year it raised over \$6,000 that will help support library programming and other needs.
- On Oct. 14, the new battery backup was installed (see Building Updates)
- On Oct. 16, I attended Barry County's first Forge the Future Conference. Hosted by the Barry County Chamber of Commerce, it brought together leaders from across the county to talk
  - about leadership with expert consultants, a discussion panel, and learning more about personal strengths.



- On Oct. 21, BCG was also here conducting tests on the windows to identify solutions to the previously identified leak concern.
- On Oct. 22, our new clock was installed after



being purchased with funds received in memory of a regular patron's recently deceased husband.

 On Oct. 24, two phone charging stations were installed for patron use. These were

purchased with donated funds intended to help with some of HPL's wish list items. The chargers are located in the Wi-Fi Lounge and by the fireplace.







- On Oct. 24, we hosted a volunteer appreciation party, see Tess's report for more details.
- On Oct. 29-31, Tess, Erin, and I attended the annual Michigan Library Association Conference in Lansing. We will recap that in the December report.

#### **Building Updates**

**Battery Backup/Inverter**: The new unit was installed on October 14 after being updated by the manufacturer for the correct voltage. It cannot be fully tested without shutting off power to the building, but it has been checked for functionality and was officially started up by the manufacturer, which extended our warranty by one year.

Roof: We have leveraged Tremco as a roofing consultant over the last couple of years and engaged them for a moisture survey. This is an infrared scan of the roof to reveal where moisture may have leaked in and potentially damaged the roof structure. The more moisture detected, the more potential damage there could be, leading to a costlier roof replace/repair. The good news is the damage appears minimal, indicating no need for a complete roof tear-down and replacement. We are a good candidate for simpler repair or restoration. Options will be explored and a timeline developed for when work might be needed.



**Carpeting**: Peirce Cedar Creek Institute generously allowed us to borrow their HOST carpet cleaner for a few weeks. Reg did a deep clean on the children's and teen rooms, along with the Community Room where some big carpet stains unfortunately occurred.

#### **Project Updates**

**Strategic Planning**: The final Strategic Plan document has been finished by the staff and is being presented to the Board for final approval at the November 3 meeting. Action Plan items have been identified, and will continuously evolve over time. The staff is finalizing the items now for 2026.

**Automatic Bathroom Doors**: Installation is scheduled for November 3 at the time this report was written. It will hopefully be complete by the Board Meeting so we can all see them working.

#### **Training**

Here is what the staff did in September:

- Tess, Erin, and David: all attended the annual Michigan Library Association Conference in Lansing.
- David watched a webinar on Generative AI and Libraries. It was very interesting and strongly promoted the idea that librarians and libraries need to help lead and guide adoption before AI overwhelms us and our patrons. We've ordered the book written by the speaker.



• Tess started a Collection Development class which she discusses below.

#### Assistant Director Tess Allerding's Report

October has been a very busy month! We learned this month that Baker & Taylor, one of the largest and oldest book vendors for libraries, plans to cease business by the end of 2025. Thankfully we recently created an account another vendor, Brodart, and we have been very pleased with their timeliness and quality. On October 1<sup>st</sup>, I attended an Amazon for Libraries webinar, as Amazon is working on supplying to the library market. Amazon has already started providing discounts to libraries that are on par with what other vendors are offering, typically 40%-45% off list price. In this webinar, I learned that Amazon is working toward mimicking a lot of the features that Baker & Taylor offered on their website, including release calendars. Unfortunately, Amazon does not currently have the ability to ship items out before their release dates, so libraries can have them processed and ready for patrons to check out on the release date. However, they are hoping to make that a possibility in the future. David, Erin, and I have been exploring other options for vendors as well, so that we have a variety of options to choose from. Thankfully I had the premonition to get us set up with Brodart when I did, and we have not seen any significant impacts in our ability to receive materials with the news of Baker & Taylor's closure.

In a previous board report, I shared that I signed up for a collection development class through the University of Wisconsin-Madison. That class began this month, and will run in weekly modules until December. The first few modules have focused on creating and maintaining a solid Collection Development Policy. The instructor shared that some libraries call and view their policy as a Collection Management Policy, as it encompasses more than just acquiring items for the collection. Collection development really involves the whole life cycle of an item, from acquiring it, to processing it, to shelving it, to eventually retiring it from the collection, and replacing it if needed. I'm looking forward to continuing this class and learning more about how I can improve upon our collection development/management process.

I have been attending Rotary meetings as Cloe Oliver's guests for the past couple months in hopes of becoming a member and representing the library. I am very happy to report that on Monday, October 13<sup>th</sup>, I was inducted as a member of the Hastings Rotary Club. I am very excited to continue to network with the members of the club and serve the community in various ways!

Progress on the Local Authors project has slowed a bit. I was hoping to have the books out on the Local Authors shelf by the time of this report, but unfortunately other obligations have gotten in the way. I have pulled all the items that we currently own that need to be processed as part of that collection, and will have our Processing Supervisor and/or her volunteer work on relabeling these items. This is the last step in the process, other than continuing to acquire new items by Local Authors, so I am very excited to see this project come to fruition!

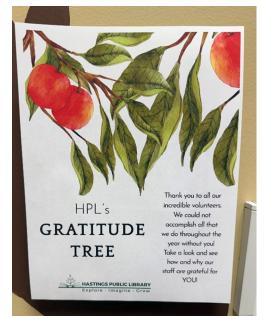
Our annual Staff Training Day was held on Tuesday, October 21<sup>st</sup>, and was attended by all staff members. We focused on various topics, including handling patron accounts and damaged items, new/updated processes and policies, and even had a surprise baby shower for Chloe! We also had lnes from the courthouse here to help staff understand how we can help patrons who are often sent here to print legal documents. Overall it was a successful training day in my opinion, and staff were very engaged in the topics we covered.



We held a Volunteer Appreciation Party on Friday, October 24th to celebrate all the work and time

our volunteers have dedicated to the library over the past year. The event featured delicious food prepared by HPL staff, a s'mores bar, pumpkin painting, and a gratitude tree, where HPL staff shared why we are so grateful for our volunteers. After a couple failed attempts at having the Volunteer Appreciation Party in the summer and winter, we think that having it in the fall is our best option for the future. I was very pleased with the turnout we had, of about 30 volunteers. The volunteers who attended shared that they had a great time at the party!







#### Youth Librarian Erin Quada's Report

October was a very busy month for me, from programming and routine tasks to multiple outreach activities, from staff training to attending MLA's Annual Conference. I also attended many meetings with community partners and organizations for a variety of reasons. One of the biggest topics was the elimination of funds for Great Start Collaborative (GSC) and how to fill that gaps that their discontinuation will create. GSC has been partnering with the Library for Itsy Bitsy Book Club, our Wednesday storytime, for years. We already miss Geneva Knapp, who attended weekly and offered wonderful resources to the families that attend. Pictured here is Geneva with Winry Eggleston and her dad, Bryan, who are regular attendees of Itsy Bitsy, other library programs, and many of the events offered by GSC. We have also partnered with GSC on many other events including Stroll and Read, Family Science Night, Very Barry, and so much more. They provided



funds to purchase books for Reading is Fundamental (RIF), which provides books to children to build their home libraries to increase literacy in our community.

#### **Programs**

• The month started off with my first kids' tea party at the Library! We had 14 kids and their caregivers attend our T-Rex Tea party where we read Tea Rex by Molly Idle, sipped tea and lemonade, enjoyed a delicious lunch, and played dinosaur themed games. Each child received a dinosaur egg and "flexi-rexi" (a flexible t-rex) printed on our 3D printer. Fun was had by all, including the wonderful volunteers that helped to make it a success!







- We offered our first video game event for elementary school aged kids and had a great turnout and lots of fun! While we didn't make this a competition, we rotated play so that people could play against other participants. I was most excited to have more than one attendee who had never been to a library event before!
- Teen button making was popular again this year and some of the teens requested that we make it a regular program. We have found that hosting this even in the Teen Room increases participation and engagement with teens in the space overall.



#### Outreach

- As part of our strategic plan, I have begun to increase the outreach that I am doing in the community. This month I visited the Y Time program twice and was also invited to their national Lights on After School event, which bring community leaders into their facility to meet and engage with the kids in their after-school program.
- I visited all seven Great Start Readiness Program (GSRP) classes to read a story, provide a craft, and give each child a book of their choice (87 books total) to keep as part of RIF. Pictured is one of the classrooms at Central Elementary.
- Head Start at both the Hastings Center and Sue Drummond facility were also part of my RIF outreach, where I visited all 6 classes with the same plan as the GSRP classes, again providing books to all the kids.
- Tess attended Trick or Treat on the Trails with me at Pierce Cedar Creek Institute. We were a stop along the trail and provided a variety of treats for all of the participants.



#### Collection

- I continued to update and add to the collection in October. With the unexpected closure of Baker & Taylor, I spoke with representatives from other vendors including Follett and Libraria, who have been in the K-12 school market for years but have been branching into not only public libraries, but adult collections as well.
- The youth large print collections have been circulating well and we have received multiple comments expressing appreciation for having large print books for all ages. Based on this feedback, I plan to continue adding new materials in this format.

# Marketing and Programming Coordinator Barbara Haywood's Report Programming

Senior Bingo Night – Active Aging Week Date: October 7, 2025 | Attendance: 21

Hosted in partnership with the Barry County Commission on Aging and B.Healthy Barry County, Senior Bingo Night brought together 21 older adults for an evening of fun, prizes, and community connection. The event fostered social engagement and celebrated active aging in a lively and inclusive environment.





**Drive Electric Car Show – KEVA Drive Electric Event** 

Date: October 11, 2025 | Attendance: 43 participants, 16 vehicles

Partners: KEVA (Kalamazoo Electric Vehicle Association) & Barry County Earth Alliance

Held in the library parking lot, this event highlighted the benefits of electric vehicles and sustainable transportation. Attendees explored EV models, spoke with owners, and enjoyed ride-along experiences. The program promoted environmental awareness and community engagement through strong local partnerships.



## Lift Every Voice Speaker Series – Pathways in Partnerships-Another Side Of Government: Veterans

Date: October 13, 2025 | Attendance: 27

**Partners:** Round Table Companions for Racial Equity

This impactful session featured Carla Wilson-Neil, Veterans Authority Board member, and Willie Taylor, Director of I Carried the Cross Foundation. Both shared stories of advocacy and support for veterans. The event encouraged meaningful dialogue on service, equity, and community partnerships and was livestreamed on the library's Facebook page.

#### Lift Every Voice Book Club

Date: October 14, 2025 | Attendance: 10

The group discussed *The Small & Mighty* by Sharon McMahon, exploring themes of resilience and empowerment. The discussion fostered inclusion, understanding, and shared connection among participants, reinforcing the club's mission to highlight diverse voices and perspectives.



Build-a-Board: A Charcuterie Workshop with Chef Bridgette Rhaine

Date: October 15, 2025 | Attendance: 15

Chef Bridgette Rhaine led participants through crafting their own charcuterie boards, learning pairing techniques and presentation skills—including creating decorative "meat roses." The hands-on session offered a relaxed, social atmosphere combining creativity, food education, and community fun.

Lift Every Voice Speaker Series – Pathways in Partnerships: Another Side of Government — Michigan Native American Affairs

Date: October 20, 2025 | Attendance: 25

Partners: Round Table Companions for Racial Equity



Representatives from the Gun Lake Tribe shared insights into tribal governance, cultural preservation, and intergovernmental partnerships. The program deepened public understanding of Native American affairs and continued to advance the series' mission of inclusion and equity.



Mastering Meetings: Lead the Room with Parliamentary Procedure

**Date:** October 22, 2025 | **Attendance:** 4 (3 adults, 1 teen) **Presenter:** Kathryn Christie, An Ear Full of Agriculture

This interactive session introduced participants to parliamentary procedure fundamentals, teaching them how to run organized, respectful meetings. Despite the small group, engagement was strong, and attendees left with practical leadership and meeting management skills.

**Book Release Party – Hibernating Combine by Katie Christie** 

Date: October 28, 2025 | Time: 3:30-6:00 PM

Partner: An Earful of Agriculture

The library will host local author Katie Christie for the release of her new children's book, *Hibernating Combine*. The event will include a read-aloud, themed crafts, farm-inspired activities, and a book signing. This free, family-friendly program promotes literacy, creativity, and agricultural education.

#### Marketing Summary

As programming continues to grow, marketing and scheduling demands have expanded. Weekly, monthly, and quarterly newsletters and calendars require increased time and coordination. We continue to focus on streamlining communication, ensuring consistent outreach across platforms, and maintaining engagement momentum. Research is ongoing into how other organizations promote their Strategic Plans, with the goal of adapting effective methods for the library. **Hannah Klein** has joined marketing efforts, assisting with newsletter review and coordination, and helping to revitalize the library's Instagram presence to strengthen community connection and visibility. **Chloe**, with assistance from **Kylie**, is updating current handouts and flyers to ensure materials remain accurate, cohesive, and visually engaging.

#### Circulation Supervisor Chloe Lewis' Report

**Displays:** In October I met with Sharon, who creates most of our displays, to discuss future displays and how we can better align them with the library's strategic plan and goals. I'm looking forward to collaborating with Sharon even more in the coming year as we design displays that reflect our strategic commitments and engage our community.

Staff Training and Updated Staff Procedures: On October 21st, we held our staff training. I dedicated time this month to preparing for the training by refreshing staff on several key processes and procedures. In that preparation, the Assistant Director Tess and I, discovered several process and procedure instructions that needed to be updated or added.

From my perspective, the training went very well. It allowed all staff, including myself, to review and clarify procedures that can become confusing, ensuring that we remain consistent and effective in assisting patrons.

**Welcome Brochure:** During staff training, I was excited to share our updated welcome brochure, which has gone through multiple rounds of edits and feedback from senior staff. A special thank-you to Kylie for her hard work and thoughtful contributions throughout the





process. We aimed to create a brochure that is both clear and approachable for staff and patrons alike. Feel free to ask for a copy at the desk to see the resources it highlights!

**Tasks and Training:** In October, I met with various staff members to train them on responsibilities they will be covering during my absence. Everything has gone smoothly so far, and I'm very appreciative of everyone's support and willingness to step in.

#### **Upcoming Programs and Events – November 2025**

- 4, Tuesday, 6pm: MI Michigan Story
- 5, Wednesday, 2pm: Video Conferencing Digital Literacy
- 5, Wednesday, 6:30pm: Allery-Smart Cooking Workshop
- 8, Saturday, 10am: Kids Sensory Hour
- 8, Saturday, 11am: Teen Sensory Hour
- 8, Saturday, 12pm: Adult Sensory Hour
- 11, Tuesday, 3:30pm: Teen Make Your Own Lip Balm
- 11, Tuesday, 6:30pm: Lift Every Voice Book Club
- 12, Wednesday, 6pm: Holiday Fused Glass Class
- 14, Friday, 4pm: Family Movie Night Dog Man

Remember the Library is closed for Thanksgiving Thursday Nov. 27 – Sat. Nov. 29.

And finally, don't forget about the Holiday Market held at HPL that helps kick off the Jingle & Mingle weekend downtown. This year's event on Friday Dec. 5 has over 40 vendor booths signed up! Come and shop for some unique holiday gifts.



## Hastings Public Library Board of Trustees DRAFT Minutes

Date: November 3, 2025 - 4:30PM

## Location: Hastings Public Library, 227 E. State St., Hastings, MI 49058 Community Room

#### 1. CALL TO ORDER

The Meeting was called to order by Kelli Newberry at 4:31 p.m.

- Board members present: Jane Cybulski, Kelli Newberry, Sam Cale, Amanda Mattson, Ann Devroy, Ellyn Main, Rebecca Lectka, and Cloe Oliver. Not present were Ann Devroy and Carol Dwyer.
- Also present was David Edelman and Tess Allerding.

#### 2. AGENDA:

3. MINUTES: Cloe Oliver motioned to approve the October 6, 2025, minutes, seconded by Sam Cale. Motion approved.

#### 4. FINANCIALS

a. September invoices and Budget Report: Cloe Oliver motioned to approve the financials, seconded by Ellyn Main. Motion approved.

#### 5. LIBRARY DIRECTOR REPORTS

- a. October 2025
- b. October 2025 Infographic

#### 6. COMMITTEES

- a. Budget and Finance -
- b. Building and Grounds -
- c. Personnel -
- d. Policy-
- e. Marketing-

#### 7. UNFINISHED BUSINES: None

#### 8. NEW BUSINESS:

- Strategic Plan: Rebecca Lectka motioned to consider approving the Strategic Plan communication documents, seconded by Sam Cale. Motioned approved.
- b. 2026 Board

Term Continuation, no members are at term in 2026 2026 Officers to be elected in January 2026

- c. Building updates
  - 1. Roof update: moisture survey came back with good overall results
  - 2. Window update: BCG performed testing in the kids' area.

BCG will be pulling windows and caulk in the kids' area. Then they will redo the plugs, caulk, reinstall windows, and perform testing again.

#### 9. PUBLIC COMMENTS

#### 10. BOARD MEMBER COMMENTS

#### 11. NEXT MEETING

• Next board meeting on Monday, December 1, 2025, at 4:30 p.m.

12.ADJOURNMENT: Meeting was adjourned at 5:16 p.m.



# **BARRY INTERMEDIATE SCHOOL DISTRICT Regional Enhancement Millage Request**

### November 4, 2025 Results Breakdown

				Voter Turn
Ward 1	Yes	No	Total	out %
Polls	49	40	89	22.00%
AV	135	116	251	
	184	156	340	
				Voter Turn
Ward 2	Yes	No	Total	out %
Polls	37	31	68	13.00%
AV	91	59	150	
	128	90	218	
				Voter Turn
Ward 3	Yes	No	Total	Voter Turn out %
<b>Ward 3</b> Polls	<b>Yes</b> 42	<b>No</b> 24	<b>Total</b> 66	out %
				out %
Polls	42	24	66	out %
Polls	42 69	24 38	66 107	<b>out %</b> 12.00%
Polls AV	42 69 111	24 38 62	66 107 173	out % 12.00% Voter Turn
Polls AV Ward 4	42 69 111 Yes	24 38 62 <b>No</b>	66 107 173 Total	out % 12.00% Voter Turn out %
Polls AV Ward 4 Polls	42 69 111 Yes 65	24 38 62 <b>No</b> 25	66 107 173 <b>Total</b> 90	12.00% Voter Turn
Polls AV Ward 4	42 69 111 Yes	24 38 62 <b>No</b>	66 107 173 Total	out % 12.00% Voter Turn out %

Total

1057

No

432

City

Total

Yes

625

Voter Turn out

%

17.00%