



City of *Hastings* Michigan

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

201 E. State Street 49058

Regular Council Meeting  
April 27, 2026  
Executive Summary

Item #	Summary
9A-C	<p><b>Description:</b> Items for Action by Unanimous Consent</p> <p><b>Recommended Action:</b> Motion to approve the consent agenda as presented.</p>
10A	<p><b>Description:</b> Resolution 2026-06 Special Assessment Downtown Parking Lot Necessity</p> <p><b>Recommended Action:</b> Motion to approve <b>Resolution 2026-06</b> to find the necessity for the special assessment and direct the preparation of the special assessment role.</p>
10B	<p><b>Description:</b> Public Hearing for Final Assessment Role for Parking Special Assessment</p> <p><b>Recommended Action:</b> Motion to set a public hearing on <b>May 11, 2026</b>, to accept comment on the final assessment role for the downtown parking special assessment.</p>



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Item #	Summary
10C	<p><b>Description:</b> Public Hearing for North Ridge Estates Condominiums</p> <p><b>Recommended Action:</b> Motion to schedule a public hearing for North Ridge Estates Condominiums Planned Unit Development modification and final site plan amendment for the <b>May 26, 2026</b>, City Council meeting.</p>
10D	<p><b>Description:</b> Public Hearing for Budget and Millage Rates for 2026-2027</p> <p><b>Recommended Action:</b> Motion to schedule a public hearing to accept comment regarding the 2026-2027 budget and millage rates on <b>May 11, 2026, at 7:00 PM.</b></p>

**City Council Agenda**  
**April 27, 2026**

1. Regular meeting called to order at 7:00 PM
2. Roll call
3. Pledge to the flag
- √ 4. Approval of the agenda
- √ 5. Approval of the minutes of the April 13, 2026, regular meeting
- √ 6. Public Hearings:
  - \* A. Downtown Parking Special Assessment District for 2026
  - \* B. 4<sup>th</sup> Urban Services District City of Hastings and Rutland Charter Township
7. Public Comment:
8. Formal Recognitions and Presentations: (None)
- √ 9. Items for Action by Unanimous Consent:
  - \* A. Consider approval of Trumble Insurance Agency to conduct the annual Back to School Bash which includes use of the Pocket Park adjacent to the Thornapple Plaza on **Saturday, August 1, 2026, from 4:00 PM to 7:00 PM.**
  - \* B. Consider approval of joining the Mayor's Monarch Pledge.
  - \* C. Receive and place on file thirteen (13) invoices totaling **\$137,769.51.**
- √ 10. Items of Business:
  - \* A. Consider approving **Resolution 2026-06** to find the necessity for the special assessment and direct the preparation of the special assessment role.
  - \* B. Consider scheduling a public hearing on **May 11, 2026**, to accept comment on the final assessment role for the downtown parking special assessment.
  - \* C. Consider scheduling a public hearing for North Ridge Estates Condominiums Planned Unit Development Modification and final site plan amendment for the **May 26, 2026**, City Council meeting.
  - \* D. Consider scheduling a public hearing to accept comment regarding the 2026-2027 budget and millage rates on **May 11, 2026, at 7:00 PM.**

- 11. Staff Presentations and Policy Discussions:
    - A. Information on Building Department Service Options
  - 12. City Manager Report:
    - \* A. Police Chief Boulter Monthly Report
    - \* B. City Clerk/Treasurer Perin Monthly Financial Reports
    - \* C. Community Development Director King Monthly Report
  - √ 13. Reports and Communications:
    - \* A. Planning Commission DRAFT Meeting Minutes – April 6, 2026
    - \* B. Downtown Development Authority DRAFT Meeting Minutes – April 16, 2026
    - \* C. Brownfield Redevelopment Authority DRAFT Meeting Minutes – April 23, 2026
  - 14. Public Comment:
  - 15. Mayor and Council comment:
  - √ 16. Adjourn
- \* Items with enclosures.  
 √ Motion under agenda heading requires roll call vote.

Guidelines for Public Comment

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

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



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

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**City Council Meeting Minutes**  
**April 13, 2026**

1. Regular meeting called to order at 7:00 PM
2. Roll call  
  
Councilmembers Present: Barlow, Bergeron, Devroy, McLean, Resseguie, Rocha, Stenzelbarton and Tossava  
  
City Staff and Appointees Present: Moyer-Cale, Boulter, Edelman, Jaquays, Jordan, King and Perin
3. Motion by Stenzelbarton, with support from Resseguie, to excuse Councilmember Brehm.  
  
All ayes. Motion carried.
4. Pledge to the flag
5. Approval of the agenda:  
  
Motion by Devroy, with support from Barlow, to approve the agenda as presented.  
All ayes. Motion carried.
6. Approval of the minutes of the March 23, 2026, regular meeting.  
  
Motion by Stenzelbarton, with support from Bergeron, to approve the minutes of the March 23, 2026, regular meeting as presented.  
  
Ayes: Barlow, Bergeron, Devroy, McLean, Resseguie, Rocha, Stenzelbarton and Tossava  
Nays: None  
Absent: Brehm  
Motion carried.
7. Public Hearings: (None)
8. Public Comment:  
  
Comments from Dave Hatfield, Barry County Commissioner representing the City of Hastings, recommends watching the video of the April 14, 2026, Board of Commissioners meeting to receive updates on the County Jail Project. He also expressed support for City Resolution 2026-04.
9. Formal Recognitions and Presentations: (None)

## 10. Items for Action by Unanimous Consent:

- A. Consider approval, under the direction of staff, of the Hastings Pride Committee to sell merchandise and accept donations on **Saturday, June 27, 2026 from 1:00 PM until 6:00 PM** at the Thornapple Plaza. Per Section 58-82 (j) of the Municipal Code as follows: No vending or solicitation of funds is permitted at an entertainment venue without approval of the City Council.

Motion by Stenzelbarton, with support from Devroy, to approve, under the direction of staff, of the Hastings Pride Committee to sell merchandise and accept donations on **Saturday, June 27, 2026 from 1:00 PM until 6:00 PM** at the Thornapple Plaza. Per Section 58-82 (j) of the Municipal Code as follows: No vending or solicitation of funds is permitted at an entertainment venue without approval of the City Council.

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

Nays: None

Absent: Brehm

Motion carried.

- B. Consider accepting, with regret, the resignation of Rosemary Anger from the Board of Review (BOR), effective immediately.

Motion by Rocha, with support from McLean, to accept, with regret, the resignation of Rosemary Anger from the Board of Review, effective immediately.

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

Nays: None

Absent: Brehm

Motion carried.

- C. Consider appointing Bill Mattson to the Board of Review (BOR), for a partial term ending December 31, 2026, effective immediately.

Motion by Resseguie, with support from Barlow, to appoint Bill Mattson to the Board of Review (BOR), for a partial term ending December 31, 2026, effective immediately.

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

Nays: None

Absent: Brehm.

Motion carried.

## 11. Items of Business:

- A. Consider adopting **Resolution 2026-04** to oppose state preemption of local zoning authority through the proposed housing readiness package as presented.

Motion by Rocha, with support from Devroy, to adopt **Resolution 2026-04** to oppose state preemption of local zoning authority through the proposed housing readiness package as presented.

Discussion was held.

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

Nays: None

Absent: Brehm

Motion carried.

- B. Consider adopting **Resolution 2026-05** to approve an amendment to the Brownfield Redevelopment Plan.

Motion by Stenzelbarton, with support from Resseguie, to adopt **Resolution 2026-05** to approve an amendment to the Brownfield Redevelopment Plan.

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

Nays: None

Absent: Brehm

Motion carried.

- C. Consider approving the "Police and Fire Service Agreement" with WFH Bachman Fields, LLC upon final review and approval by the City Attorney.

Motion by Resseguie, with support from Stenzelbarton, to approve the "Police and Fire Service Agreement" with WFH Bachman Fields, LLC upon final review and approval by the City Attorney.

Discussion held.

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

Nays: None

Absent: Brehm

Motion carried.

- D. Consider scheduling the Budget Workshop for **Monday, April 27, 2026, at 6:00 PM.**

Motion by McLean, with support from Barlow, to schedule the Budget Workshop for **Monday, April 27, 2026, at 6:00 PM.**

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

Nays: None

Absent: Brehm

Motion carried.

- E. Consider setting a public hearing on **Monday, April 27, 2026**, to determine the necessity of a special assessment district for downtown parking areas.

Motion by McLean, with support from Devroy, to set a public hearing on **Monday, April 27, 2026**, to determine the necessity of a special assessment district for downtown parking areas.

Discussion held, with clarification that the public hearing will take place during normal 7:00 PM meeting time

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

Nays: None

Absent: Brehm

Motion carried.

- F. Consider setting a public hearing concerning the proposed 2026 Urban Services and Economic Development Agreement creating the 4<sup>th</sup> Urban Services District between the City of Hastings and Rutland Charter Township for **Monday, April 27, 2026, at 7:00 PM.**

Motion by Resseguie, with support from McLean, to set a public hearing concerning the proposed 2026 Urban Services and Economic Development Agreement creating the 4<sup>th</sup> Urban Services District between the City of Hastings and Rutland Charter Township for **Monday, April 27, 2026, at 7:00 PM.**

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

Nays: None

Absent: Brehm

Motion carried.

12. Staff Presentations and Policy Discussion: (None)

13. City Manager Report:

- Draft Budget provided, except the General Fund. Changes will be made by the April 27, 2026, Workshop Meeting.
- May 11, 2026, is the start date for the Police Department Renovation.
- There are three agreements with Rutland Township in relation to Meijer.

- A. Fire Chief Jordan Monthly Report

Discussion held.

- B. Library Director Edelman Monthly Report

Discussion held.

C. Street Superintendent Neil Truck #70 Major Repair Report

Discussion held, with Moyer-Cale explaining that the estimated cost of repair is \$18,000.

14. Reports and Communications:

A. YMCA Updates for the City of Hastings – March 2026

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

15. Public Comment:

Comments from Dave Hatfield, explaining Barry County is not involved in Meijer discussions, and that he and another Commissioner attend meetings to observe/listen. Commissioner Hatfield also commended the City Manager on how well prepared she is for the Meijer meetings.

16. Mayor and Council comment:

Mayor Tossava reminded attendees that the Barry Roubaix bike race takes place this weekend, and reminded councilmembers who are up for re-election to get petitions in by April 21, 2026.

Councilmember Rocha thanked the Council for their non-partisan support for Resolution 2026-04.

Councilmember Devroy wanted to highlight the Hastings Public Library and all of the great programs they offer.

17. Adjourn:

Motion by Rocha, with support from Resseguie, to adjourn. All ayes. Motion carried. Meeting adjourned at 7:31 PM.

Read and Approved:

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David J. Tossava, Mayor

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Linda Perin, City Clerk



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Public Hearing for 2026 Urban Services and Economic Development Agreement creating the 4<sup>th</sup> Urban Services District between the City of Hastings and Rutland Charter Township**

**Meeting Date: April 27, 2026**

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## Recommended Action:

None – information only. Action on this item cannot take place before 30 days after the public hearing date.

## Background Information:

The City and Rutland Township have been working cooperatively on an agreement that would provide the capacity for a new Meijer Supercenter and gas station. The draft of that agreement is enclosed and is largely similar to previous 425 agreements with the exception of changes required due to the non-contiguous nature of the proposed urban service area.

## Financial Implications:

Under the terms of this agreement, if approved, the city would collect property tax at the city rate on the subject property and return the equivalent of 1 mill back to the Township annually. Water and sanitary sewer charges would be assessed at the city user rate for this property.

## Attachments:

- Public hearing notice
- Public hearing draft of agreement

**City of Hastings  
NOTICE OF PUBLIC HEARING**

**The City of Hastings will hold a Public Hearing for the purpose of accepting comments from the public concerning the proposed 2026 Urban Services and Economic Development Agreement creating the 4<sup>th</sup> Urban Services District between the City of Hastings and Rutland Charter Township.** The public hearing will be held at **7:00 PM on Monday, April 27, 2026**, in City Council Chambers on the second floor of City Hall, 201 East State Street, Hastings, Michigan 49058.

All interested citizens are encouraged to attend and to submit comments.

A copy of the proposed agreement is available for public inspection from 9:00 AM to 4:00 PM Monday through Friday at the Office of the City Clerk, 201 East State Street, Hastings, Michigan 49058.

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

Linda Perin  
City Clerk

**RUTLAND CHARTER TOWNSHIP – CITY OF HASTINGS**  
**2026 URBAN SERVICES AND ECONOMIC DEVELOPMENT AGREEMENT**  
**(Creating 4<sup>th</sup> Urban Services District)**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2026, between Rutland Charter Township, 2461 Heath Road, Hastings, MI 49058 (the “Township”) and the City of Hastings, 201 East State Street, Hastings, MI 49058 (the “City”).

**RECITAL OF FACTS IN SUPPORT OF AGREEMENT**

Two or more local units of government are authorized by law to enter into a written agreement for the purpose of arranging for the orderly and efficient provision of urban services and economic development projects suitable for use by industrial, commercial, and housing development, and for the purpose of protecting the overall environment in the City and Township.

The City and the Township agree that, within a specified “Urban Services District” defined herein, the provision of urban services by the City will promote economic development in an orderly and efficient manner, and that such urban services and development are in the short and long-term interest of the citizens and property owners within the City and Township.

The City and the Township agree that the economic development relating to the provision of urban services as provided for in this Agreement will not otherwise occur in a manner as orderly and efficient as reasonably expected under the terms of this Agreement. Therefore, this Agreement enables the City and the Township to better enhance economic development for the residents and property owners within the City and Township.

The City and the Township have each held a public hearing on whether the terms of this Agreement should be finally approved, each preceded by notice in accordance with the requirements of law. More than 30 days have passed following the last public hearing, and no petition seeking a referendum on the conditional transfer of property specified in this Agreement has been filed with the City or Township Clerk, or a petition has been filed and a majority of the electors in the local unit voted to approve the transfer.

**AGREEMENT**

**NOW THEREFORE**, pursuant to the authority recited below, **THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE I**

**INTENT, PURPOSE, AND SOURCES OF AUTHORITY FOR AGREEMENT**

**Section 1.1 Summary of Intent and Purpose.**



This Agreement is intended to facilitate intergovernmental economic development and enhance existing and planned growth and development, while promoting the preservation of the environment and protecting the public health, safety and welfare. By entering into this Agreement, it is the purpose of the City and Township to:

- A. Manage and control urban sprawl, preserve farmland and open space, provide employment opportunities, and cooperatively avoid duplication of governmental services.
- B. Facilitate economic development by enhancing the existing urban core in the City by making governmental services typically necessary for or associated with urban development available only to specifically designated areas now in the Township.
- C. Provide for the availability of infrastructure and public services necessary or appropriate in order to meet the current and projected needs of the City and Township in a financially responsible manner.
- D. Implement regional planning designed to ensure that developing properties within the Urban Services District are provided with urban services in an orderly, efficient, and fiscally prudent manner.
- E. Assign an appropriate priority to planning that has been developed on a cooperative basis between and among communities.

**Section 1.2 Sources of Authority.**

The sources of authority for this Agreement include, but are not limited to, the following:

- A. Michigan Constitution, Art. 3, § 5.
- B. MCL 124.21, *et seq.*, Conditional Transfer of Property for Economic Development (Act 425).
- C. MCL 124.531, *et seq.*, Intergovernmental Transfers of Functions and Responsibilities.

**ARTICLE II**

**REPRESENTATIONS AND DEFINITIONS**

**Section 2.1 Representations.**

The City and the Township represent that before entering into this Agreement, extensive analysis was undertaken with regard to the management of growth in the Hastings region and the sharing of urban services, including consideration of all of the following:

- A. Composition of the population; population density; land areas and land uses; assessed valuation; topography, natural boundaries and drainage basins; and past and probable future growth, including population increase and business and commercial development in the area and the comparative data for the Township, including the portion of the Township remaining after the conditional transfer of the Urban Services District as provided for in this Agreement.
- B. Need for public water, sanitary sewer, and other urban services; the present cost and adequacy of governmental services in the Urban Services District; the probable future needs for services; the practicability of supplying such urban services in the Urban Services District; the probable effect of the conditional transfer provided for in this Agreement and of alternative courses of action relative to such services with regard the costs and adequacy of urban services in the Urban Services District and the impact on the remaining portion of the Township; the charge of certain taxes and fees by the City to and collection of revenues from and in relation to certain property in the Urban Services District in accordance with the benefits expected to accrue from the conditional transfer as a result of the provision of urban services; and the financial ability of the City and the Township to jointly provide urban services in the Urban Services District.
- C. General effect upon the parties of the conditional transfer; and the relationship of the conditional transfer to applicable land use plans.

**Section 2.2 Definitions.**

As used in this Agreement, the following terms shall have the meanings as defined:

- A. “*1992 Sewer Agreement*” means the Agreement between the City and the Township dated September 9, 1992, as modified by Stipulation and Order of the Barry County Circuit Court dated September 18, 2000 (Case No. 98-476-CZ).
- B. “*Agreement*” or “*this Agreement*” means this 2026 Rutland Charter Township – City of Hastings Urban Services and Economic Development Agreement.
- C. “*City utility rates*” means those rates and charges set by the City from time to time for premises located in the City which receive City-owned utility services.
- D. “*Final Transfer Date*” means the December 31<sup>st</sup> immediately following the third anniversary of the effective date of this Agreement as further provided in Section 8.11; however, for purposes of Section 3.1 of this Agreement the Final Transfer Date for any particular parcel shall be determined based on the effective date of such agreement whereby the parcel was initially included in the Urban Services District.
- E. “*Future Urban Services District*” means the additional property which may, from time-to-time in the future, be added to the Urban Services District described and depicted in Exhibit B if it is mutually determined by the execution and

effectiveness of a new or amended and restated Agreement pursuant to the Rutland Charter Township – City of Hastings Intergovernmental Agreement for Sharing Urban Services dated August 13, 2012 entered into by the City and Township, as amended or supplemented.

- F. *“Initial Agreement Period”* means the period of fifty (50) years following the effective date of this Agreement as further provided in Section 8.11; however, for purposes of Section 4.1, subsections B.1. and B.2. of this Agreement, the Initial Agreement Period shall not be interpreted or applied as to property in any existing Urban Services District created by a predecessor Urban Services and Economic Development Agreement in such a manner as to extend the sharing of tax revenue from any such property beyond a total period of 50 years, unless as specified in subsection B.3. of Section 4.1 of this Agreement, otherwise agreed by the parties.
- G. *“Infrastructure”* means the physical facilities established to extend services of the City Public Sewer System and/or City Public Water System within the Urban Services District, to be constructed consistent with the Rutland Charter Township-City of Hastings Intergovernmental Agreement for Sharing Urban Services dated August 13, 2012 entered into by the City and Township, as amended and supplemented.
- H. *“Preexisting Utility User Properties”* means those properties within the Urban Services District that, prior to the effective date of this Agreement, were connected to the Public Sewer System or Public Water System, or both, including those properties connected pursuant to the 1992 Sewer Agreement or any other agreements, and including, but not necessarily limited to, those properties identified in Exhibit A (if any).
- I. *“Public Sewer System”* means the City-owned utility established and operated to provide for the transportation of sanitary sewage emanating from residences, business buildings, institutions and industrial establishments to the City’s treatment facility, including all municipal facilities for collecting, pumping, treating or disposing of sewage.
- J. *“Public Water System”* means the City-owned utility established and operated to distribute water to improved properties for consumption and other permissible use, as well as to hydrants for fire suppression, including all plants, works, and other instrumentalities used in connection with the supply and distribution of water.
- K. *“Township utility rates”* means those rates and charges set by the City from time to time for premises located in the Township which receive City-owned utility services.
- L. *“Urban Services District”* means the portion of the Township described and depicted in Exhibit B, and shall include any property added as a Future Urban Services District.

## ARTICLE III

### CONDITIONAL TRANSFER OF PROPERTY AND ALLOCATION OF JURISDICTION

#### Section 3.1 Conditional Transfer of Property.

- A. During the term of this Agreement, and any extension of this Agreement, all property in the Urban Services District shall be conditionally transferred from the Township to the City for all purposes, except as provided in subsections B and C of this Section, and otherwise subject to and in accordance with the allocation of jurisdiction specified in Sections 3.2 through 3.15.
- B. Except as otherwise provided herein, during the period between the effective date of this Agreement and the Final Transfer Date those properties in the Urban Services District which are not connected to either the Public Sewer System or the Public Water System shall not be conditionally transferred to the City and shall remain within the Township for all municipal jurisdiction purposes until the earliest of the following dates: the December 31<sup>st</sup> immediately following the date those properties connect to either the Public Sewer System or the Public Water System or the Final Transfer Date; provided, however, that with respect to any parcel connected to the Public Sewer System or Public Water System, that user shall pay Township utility rates until such time as the parcel is conditionally transferred to the City. On the Final Transfer Date, any properties in the Urban Services District not previously transferred shall, without exception, be conditionally transferred to the City subject to and in accordance with the allocation of jurisdiction specified in Sections 3.2 through 3.15.
- C. During the period between the effective date of this Agreement and the Final Transfer Date, none of the Preexisting Utility User Properties within the Urban Services District shall be deemed to be conditionally transferred to the City pursuant to this Section 3.1, and shall continue to pay Township utility rates, unless a Preexisting Utility User Property makes a new connection after the effective date of this Agreement to either the Public Sewer System or the Public Water System as provided in Section 3.1.B. or the property owner elects a voluntary conditional transfer as provided in Section 3.1.D (in which case such premises shall pay City utility rates after being conditionally transferred to the City). Upon the Final Transfer Date, all Preexisting Utility User Properties shall be conditionally transferred to the City as provided in Section 3.1.B.
- D. During the period between the effective date of this Agreement and the Final Transfer Date, the owners of any property in the Urban Services District not otherwise conditionally transferred to the City under Section 3.1.B. or Section 3.1.C. above may voluntarily elect to be conditionally transferred to the City. Such election may be made by delivery of a written notice signed by the owners of such property to both the City Clerk and the Township Clerk. Such a voluntary conditional transfer shall be effective on December 31 of the year in which the written notice is delivered to both the City Clerk and the Township Clerk and on

such December 31 the property shall be conditionally transferred to the City subject to and in accordance with the allocation of jurisdiction specified in Sections 3.2 through 3.15. Any such properties shall be subject to the rates the City imposes, and to all other terms and conditions of this Agreement.

**Section 3.2 Jurisdiction After Termination or Expiration.**

Upon termination, expiration, or non-renewal of this Agreement, municipal jurisdictional matters in the Urban Services District shall be determined as specified in Article V.

**Section 3.3 Jurisdiction - Applicability and Enforcement of Ordinances.**

Except as provided in Sections 3.9 and 3.10, the City shall have municipal jurisdiction of properties conditionally transferred to the City pursuant to Section 3.1 for purposes of all City ordinances, rules and regulations enacted now and during the term of this Agreement or any renewal of this Agreement.

**Section 3.4 Jurisdiction – Property Taxation.**

For purposes of property taxation, jurisdiction shall be as follows:

A. Taxation Jurisdiction in General – all taxable property.

All properties in the Urban Services District conditionally transferred to the City shall be within the jurisdiction of the City for purposes of taxation and shall pay to the City the ad valorem property tax on all respective taxable property. The jurisdiction of the City with regard to property taxation shall include the associated authority and responsibility for assessing, enforcement of assessments, and collection of the property taxes.

B. Taxation Jurisdiction in Township as Interim Exception.

The Township shall retain jurisdiction for property taxation purposes of all properties in the Urban Services District which have not been conditionally transferred to the City, with such Township property tax jurisdiction to cease on the date on which such properties are conditionally transferred to the City as provided in Sections 3.1.B., 3.1.C. or 3.1.D. This interim jurisdiction of the Township with regard to property taxation shall include the associated authority and responsibility for assessing, enforcement of tax liens, and collection of the property taxes levied within the interim period. When a particular property is conditionally transferred to the City, such property shall be subject to City property taxes and shall not be subject to Township taxes (including dedicated millages for fire and library services) except for the payment of all Township property taxes levied prior to the December 31 on which the conditional transfer became effective. The Township shall retain jurisdiction to collect all property taxes that were levied on any property prior to such property being conditionally transferred to the City, including jurisdiction to retain and enforce tax liens.

**Section 3.5 Jurisdiction – Revenue Collection Other than Property Taxation.**

Except to the extent otherwise expressly specified in this Agreement, during the term of this Agreement, and any extension of this Agreement, with regard to properties in the Urban Services District that have been conditionally transferred to the City as provided in Section 3.1, the City shall have jurisdiction with regard to the lawful imposition and collection of rates, charges, taxes, fees and other revenues other than property taxation in the same manner as otherwise applied in the City, including without limitation, jurisdiction to impose and collect from all properties in the Urban Services District City fees, rates, and charges for connection to and use of the Public Water System for property connected to that System, and for connection to and use of the Public Sanitary Sewer System for property connected to that System.

**Section 3.6 Jurisdiction – Public Sewer and Water Infrastructure.**

Except as otherwise provided in Section 3.13, the City shall have jurisdiction and ownership of Public Sewer System Infrastructure and Public Water System Infrastructure within the Urban Services District during the term of this Agreement, and any extension of this Agreement. The parties shall cooperate to approve, execute and deliver any documentation reasonably required to give effect to such transfer of Infrastructure upon appropriate terms.

**Section 3.7 Jurisdiction – Voting.**

For purposes of voting jurisdiction, any qualified electors residing on a property in the Urban Services District that has been conditionally transferred to the City as provided in Section 3.1 shall be considered qualified electors of the City. Those qualified electors residing on properties not conditionally transferred to the City as provided in Section 3.1 prior to the Final Transfer Date shall be considered qualified electors of the Township until such property is conditionally transferred to the City as provided in Section 3.1.

**Section 3.8 Jurisdiction – Land Use Planning.**

Land use planning jurisdiction for all properties in the Urban Services District shall be based on a joint exercise of authority by the City and Township as implemented through the Hastings-Rutland Joint Planning Commission established in accordance with MCL 125.131, et seq. This agreement with respect to land use planning jurisdiction shall not preclude the City and Township from separately agreeing to expand the planning jurisdiction of the Hastings-Rutland Joint Planning Commission to include other properties within a specified area that are not part of an Urban Services District and/or not conditionally transferred to the City pursuant to this Agreement.

**Section 3.9 Jurisdiction – Zoning.**

At the time of placing this Agreement into escrow as provided for in the Rutland Charter Township-City of Hastings Intergovernmental Agreement for Sharing Urban Services, the zoning ordinance prepared by the Hastings-Rutland Joint Planning Commission and adopted by the City and Township pursuant to Section 3.9C. shall be the zoning ordinance in effect within the Urban Services District, and shall be implemented and administered based on the following:

- A. Zoning Administrator. The zoning ordinance shall be administered by a zoning administrator appointed by the Township Board, unless specified otherwise in the zoning ordinance. Clerical and similar support for the zoning administrator shall be provided by the City Clerk's office.
- B. Administrative zoning decisions. Where the zoning ordinance applicable to property in the Urban Services District provides for the "Planning Commission" to review and make a recommendation or final decision on an administrative zoning matter pertinent to the use or development of specific property, such review (including any related public hearing) and decision shall be made by the Hastings-Rutland Joint Planning Commission. For purposes of this provision an application for review/approval of any of the following pertinent to the use or development of specific property in the Urban Services District shall constitute an "administrative" zoning matter:
- special land use permit
  - site plan review
  - private road permit
  - multiple lot/unit subdivision/condominium development (whether planning commission review is required by the zoning ordinance or a separate ordinance regulating such developments)
  - any other matter involving "planning commission" review or advisory and/or final decision-making responsibility on an administrative zoning matter pertinent to the use or development of specific property.

If the provisions of the zoning ordinance applicable to property in the Urban Services District provide for final or other administrative zoning actions or quasi-judicial zoning actions to be taken by the City Council or another body or officer of the City, other than the Planning Commission, such final or other administrative zoning actions shall be taken by the City Council or such other City body or officer.

- C. Legislative zoning matters. Legislative zoning determinations applicable to property in the Urban Services District shall be based on and processed consistent with the following:
1. The Hastings-Rutland Joint Planning Commission shall conduct any required public hearing with respect to adoption of any proposed zoning ordinance/zoning map or amendment of the same.
  2. Following a public hearing and recommendation by the Hastings-Rutland Joint Planning Commission to the City Council and Township Board, the City Council and Township Board shall, within a reasonable time, adopt a mutually agreeable zoning ordinance/zoning map governing the use and development of property within the Urban Services District, entitled the

Zoning Ordinance of the Hastings-Rutland Joint Planning Commission (which shall include a Zoning Map).

3. Subsequent to the adoption of the Zoning Ordinance of the Hastings-Rutland Joint Planning Commission as provided for herein, all legislative matters shall be administered consistent with the terms of that Zoning Ordinance.

This Agreement with respect to zoning jurisdiction over properties in the Urban Services District pursuant to this Agreement shall not preclude the City and Township from separately agreeing to expand the legislative and administrative zoning jurisdiction of the Hastings-Rutland Joint Planning Commission to include other properties within a specified area that are not part of an Urban Services District.

Until such time as the Zoning Ordinance of the Hastings-Rutland Joint Planning Commission is in effect, all zoning jurisdiction with respect to all properties in the Urban Services District shall remain with the Township pursuant to the Township zoning ordinance.

**Section 3.10 Jurisdiction – Building Department/Construction Codes.**

Jurisdiction of the administration and enforcement of the State Building and Electrical Codes with regard to all properties conditionally transferred to the City as provided in Section 3.1, including the authority to impose and collect reasonable fees for such purposes, shall remain in the Township, and the parties shall execute any agreement required for the authorization and implementation of this jurisdiction. The City shall have jurisdiction to administer and enforce the State Mechanical and Plumbing Codes with regard to all properties conditionally transferred to the City as provided in Section 3.1, including the authority to impose and collect reasonable fees for such purposes. The parties acknowledge that at the present time the State Mechanical and Plumbing Codes are administered and enforced within the City by Barry County.

**Section 3.11 Jurisdiction-Public Rights of Way.**

- A. All public rights of way (except State highways) adjoining properties that have been conditionally transferred to the City pursuant to Section 3.1 shall be under the jurisdiction of the City commencing on the date of conditional transfer of such properties and shall be deemed City rights of way for all purposes during the term of this Agreement and any extension of this Agreement; provided where the Barry County Road Commission has jurisdiction over such public rights of way of adjoining properties for public roadway purposes prior to the date of conditional transfer of such properties, the parties may agree to retain Barry County Road Commission jurisdiction over such public rights of way for such purposes. The jurisdiction of the City includes, but is not limited to, the granting of utility franchises, the right to consent to or issue permits for the use of public rights of way, and the improvement, maintenance, and repair of the public rights of way. Nothing in this Agreement shall be construed to affect the jurisdiction of State highways within the Urban Services District.



- B. The Township and City grant each other the consent and permission to use public rights of way within the Urban Services District that are under the jurisdiction of the other party for purposes consistent with this Agreement including, but not limited to, the use, operation, maintenance, installation, and construction of the Public Water System and Public Sewer System and any extensions thereto, subject to securing all required engineering approvals from the party having jurisdiction and reasonably restoring disturbances upon completion of the work. This Section shall be deemed a franchise to the extent required by law for the City's operation of the Public Water System and Public Sewer System within public rights of way not under the jurisdiction of the City pursuant to this Agreement.

**Section 3.12 Jurisdiction – Liquor Licensing Authority.**

Jurisdiction with regard to liquor licensing on properties conditionally transferred to the City as provided in Section 3.1, including grants, denials, license revocations, nonrenewals, and the like, shall be in the City; provided, the City Council shall not take final action on any such matter until the Township Board has been afforded a reasonable opportunity, but in no case more than 30 days, to make a recommendation on such action.

**Section 3.13 Jurisdiction – Preexisting Utility Users within Urban Services District.**

Upon the conditional transfer of a Preexisting Utility User Property to the City pursuant to Section 3.1 as provided above, the City shall continue to provide such existing water or sanitary sewer services, or both, to the Preexisting Utility User Properties within the Urban Services District but shall do so at the City utility rates and on the same terms and conditions applicable to City users and such Preexisting Utility User Properties shall be subject to all ordinances, rules, regulations, requirements, and policies applicable to City users. The City and the Township agree that all prior agreements related to Preexisting Utility User Properties, including the 1992 Sewer Agreement, shall no longer apply to such Properties upon their conditional transfer to the City pursuant to Section 3.1 as provided above and that this Agreement shall control as to any conflict between this Agreement and such prior agreements. The City and the Township further agree that the ownership of the portion of the Public Sewer System described in the 1992 Sewer Agreement and serving Preexisting Utility User Properties shall be transferred to the City upon the conditional transfer of such Properties to the City pursuant to Section 3.1.C. The Township shall execute any and all documents or instruments as necessary or appropriate to effectuate such transfer of ownership upon request of the City. The City and Township further agree that all prior agreements related to Preexisting Utility User Properties, including the 1992 Sewer Agreement, shall remain in full force and effect in accordance with their terms and conditions as to all properties in the Township that are not within the Urban Services District and as to all properties within the Urban Services District that are not yet transferred to the City pursuant to Section 3.1.C during the period between the effective date of this Agreement and the Final Transfer Date.

**Section 3.14 Jurisdiction – Special Assessments, Liens.**

The Township shall have jurisdiction of any properties within the Urban Services District that are subject to special assessments for the purpose of giving effect to liens for all special assessments established and imposed prior to the conditional transfer of those properties to the City pursuant to Section 3.1 of this Agreement. The authority to administer, complete, defend, prosecute, bill, collect and compromise any special assessment or lien within the Urban Services District in existence prior to the date of the conditional transfer of such properties to the City shall be reserved to Township. After the conditional transfer of property on which a Township special assessment was imposed prior to the conditional transfer, which remains due but unpaid after the conditional transfer, the City shall cooperate with a Township request for assistance in collecting the unpaid special assessment by including the unpaid special assessment on the next property tax bill of the City on the subject real property and remitting collected Township special assessment revenue to the Township at the same time as collected property tax revenue is remitted, as specified in Section 4.1 subsection B.4. of this Agreement; provided the Township shall reimburse the City for any actual additional costs incurred by the City in facilitating such collection efforts. The parties agree that under no circumstances shall the City be held liable for a property owner’s failure or refusal to pay a Township special assessment. The City shall have authority to administer, complete, defend, prosecute, bill, collect and compromise, any City special assessment or liens on properties within the Urban Services District imposed and established on and after the conditional transfer of such properties to the City pursuant to Section 3.1 of this Agreement.

**Section 3.15 Jurisdiction - General.**

The City shall have jurisdiction of all matters not specifically retained by the Township in Sections 3.2 through 3.14 for all properties conditionally transferred to the City as provided in Section 3.1.

**ARTICLE IV**

**SHARING OF TAXES AND OTHER REVENUE**

**Section 4.1 Sharing of Tax Collections.**

Taxes on all taxable property in the Urban Services District conditionally transferred to the City as provided in Section 3.1 shall be collected by the City, and shared by the parties as provided below.

- A. The City shall collect and retain all taxes on taxable property, subject to the terms of Paragraph B, below.
- B. During the Initial Agreement Period, on or before the 31st day of December of each respective year:
  - 1. For the first 25 years of the Initial Agreement Period, the City shall collect and annually pay to the Township an amount equal to the product of a fraction (the numerator of which is one (1) mill and the denominator of

which is the City's total millage rate for that year) times the total City property taxes actually collected during that year from the properties conditionally transferred to the City pursuant to Section 3.1.

2. For the last 25 years of the Initial Agreement Period, the City shall collect and annually pay to the Township an amount equal to the product of a fraction (the numerator of which is one-half (0.5) mill and the denominator of which is the City's total millage rate for that year) times the total City property taxes actually collected during that year from the properties conditionally transferred to the City pursuant to Section 3.1

If the City's maximum authorized millage rate is permanently reduced by the required Headlee Amendment millage reduction fraction, the 1 mill in B.1) and the 0.5 mill in B.2) shall also be permanently reduced proportionately to the same extent as the reduction in the City's millage rate. The permanent reduction shall carry forward for all future years in the same manner as Headlee Amendment millage reductions and the permanent reduction shall continue to apply to the 0.5 mill rate in the last 25 years of the Initial Agreement Period in the same manner as it applied to the 1 mill rate in the first 25 years, resulting in the permanent reduction in the millage rate in year 25 being carried forward proportionately to the 0.5 mill in year 26 and thereafter.

3. Unless otherwise agreed to between the parties, tax revenue shall not be shared for any property conditionally transferred to the City beyond a period of 50 years.
4. Payments to the Township as provided for herein shall be made by the City from property taxes received for parcels in the Urban Services District within 30 days after the initial tax due date and thereafter within 30 days of subsequent property tax payments being received by the City.

Should the State of Michigan reduce, limit, or eliminate any amount of revenue collected on the date of this Agreement as a property tax, and a substitute tax or source of revenue is provided which is collected by the City in lieu of the property tax in whole or part, such other tax or revenue in relation to the Urban Services District shall be allocated and shared with the Township with the intent of achieving a reasonably equivalent annual remission due during the respective 25 year periods. Also, during the term of this Agreement, the City may, to the extent authorized by law, grant tax abatements to properties within the Urban Services District in the manner provided by law, and in the event a portion of the amount of the tax levy on the property in the Urban Services District is lawfully abated or otherwise reduced under applicable law the amount payable to the Township under Paragraph B of this Section shall be reduced proportionately. Prior to including an Urban Services District property in an abatement district, and prior to granting an abatement with regard to such property, the City shall provide notice to the Township Board that such action is being considered and the Township shall have 30 days within which to make a recommendation to the City Council on such action. The City Council shall consider the Township Board's recommendation, and the reasons for such recommendation and the City Council shall follow such recommendation unless the City Council by majority vote

of the members elect declares that the City Council elects not to follow the recommendation and providing reasons for the decision. In addition, unless approved by the Township Board, the duration of an abatement shall not extend beyond the effective period of this Agreement.

After the Initial Agreement Period, all tax revenue shall be paid in accordance with the express terms of any new or amended and restated Agreement or shall be paid to the municipality in which jurisdiction the Urban Services District property shall be established following termination in accordance with Article V, below. In no event shall tax sharing extend beyond 50 years total, however, consistent with the definition of Initial Agreement Period and Section 4.1.

**Section 4.2 Sharing of Other Revenues.**

Except as provided in Section 4.1, there shall be no sharing of City revenues in relation to the Urban Services District.

**ARTICLE V**

**TERM, TERMINATION, AND PROHIBITION OF ANNEXATION**

**Section 5.1 Term.**

This Agreement shall remain in effect for the Initial Agreement Period, subject to Section 5.3.

**Section 5.2 Extension of Term.**

At any time during year 45 of the Initial Agreement Period, the Township Board (or its successor legislative body if applicable) may give written notice to the City Council, through the City Clerk, of a desire to negotiate a renewal of the Initial Agreement Period consistent with the extension term limits specified in MCL 124.22(2) (or successor provision). Both parties shall be obligated to negotiate in good faith following such notice, and both parties shall use their best efforts to reach an extension agreement. If an extension agreement is reached, such agreement shall contain terms that expressly govern whether the property within the Urban Services District shall be deemed to be within the sole jurisdiction of the City or the Township at the end of the extended agreement period, consistent with the terms of this Agreement or otherwise. As specified below, the extension agreement shall be filed with the offices of the County Clerk and Secretary of State prior to the expiration of the Initial Agreement Period.

**Section 5.3 Termination.**

- A. This Agreement may be terminated:
  - 1) By the expiration of the term of this Agreement;

- 2) By mutual and written consent approved the legislative bodies of the Township and City, which shall be filed with the County Clerk and Secretary of State; or
  - 3) By operation of law should a court of competent jurisdiction order the termination of this Agreement; provided however, no party to this Agreement shall institute legal proceedings for or otherwise seek or support judicial termination of this Agreement.
- B. If this Agreement is terminated by written agreement between the Township and City prior to the end of the Initial Agreement Period, or any agreed upon extension of its term, unless expressly specified otherwise in such written agreement, such written agreement shall make provision for compliance with the procedure set forth in Section 5.4 for determining whether the property within the then existing Urban Services District shall be deemed to be within the sole jurisdiction of the City or Township.

**Section 5.4 Effect of Termination.**

- A. At the end of the Initial Agreement Period, or at the end of any voluntary extension of the Initial Agreement Period (unless the parties have agreed otherwise as part of a duly filed extension agreement), the City shall have jurisdiction of the property in the Urban Services District for all purposes, subject to Paragraph B, below.
- B. If the Township has the capability to provide, or has tentatively contracted for providing, all of the urban services provided by the City to conditionally transferred properties under this Agreement on an ongoing basis, then the Township Board is authorized to direct by resolution that jurisdiction of the property in the Urban Services District shall be returned to the Township upon the expiration of this Agreement (“Resolution on Jurisdiction”); provided, the Resolution on Jurisdiction shall be deemed to be tentative, and a final decision on jurisdiction shall not be effective unless and until the Township Board complies with all of the terms outlined below:
- 1) The Resolution on Jurisdiction must be adopted on or before a date that is not more than five years nor less than three years in advance of the termination of this Agreement, or any extension of this Agreement. A copy of the Resolution on Jurisdiction shall be delivered to the City Clerk within ten days of its adoption.
  - 2) The Township Board shall notice a public hearing on the Resolution on Jurisdiction. The notice of the public hearing shall be published in one or more newspapers or other avenues of communication with comparable effect circulating within the City and Township, and sent or delivered to the City, and to the property owners in the Urban Services District at least 30 days prior to the hearing date. The notice shall include all of the following:

- a. An explanation of the manner in which the Township is ready, willing, and able to provide on an ongoing basis all of the urban services which had been provided by the City during the Agreement, including a description of the arrangement for such services, e.g., provision by Township itself, intergovernmental agreement (with whom), and the like;
  - b. An explanation of the capital costs that would need to be expended in order to establish such services, and the manner in which such expenditures would be financed;
  - c. The estimated ongoing fees and charges, and applicable property taxation, that would be payable if jurisdiction of the Urban Services District would be returned to the Township.
  - d. The time, date, and place of the public hearing, at which the Township Board will hear comments and objections on whether jurisdiction of the property in the Urban Services District should remain in the City upon termination of this Agreement or be returned to the Township.
- 3) The Township Board shall then conduct the public hearing, and permit the City, and all property owners in the Urban Services District who have appeared at the hearing personally or by letter, as well as other members of the public, to ask questions and make presentations.
  - 4) Following the conclusion of the public hearing, the Township Board shall adopt a final resolution specifying whether jurisdiction of the property in the Urban Services District shall remain in the City upon termination of the Agreement, as it may have been extended, or be returned to the Township. Such resolution must be adopted, if at all, not more than five years nor less than three years prior to the termination of this Agreement, as it may have been extended.
  - 5) Copies of the Township Board resolution shall be filed with the County Clerk and Secretary of State prior to the expiration of the Initial Agreement Period, as it may have been extended.
  - 6) If the jurisdiction of the property in the Urban Services District is returned to the Township as provided in this Paragraph B, the obligation of the City to provide all urban services specified in Section 6.2 or otherwise in this Agreement shall cease upon the expiration of this Agreement, or any extension of this Agreement.

**Section 5.5 Prohibition of Annexation.**

During the term of this Agreement, including any extension of this Agreement, no annexation, boundary adjustment or related transfer shall be initiated by these parties or otherwise be permitted with regard to any portion of the Urban Services District, without the consent of the Township.

**ARTICLE VI**

**PROVISION OF URBAN SERVICES**

**Section 6.1 City to Provide Urban Services.**

- A. Except as otherwise provided in Section 3.10, the City shall provide the urban services specified in Section 6.2 to all properties in the Urban Services District that have been conditionally transferred to the City as provided in Section 3.1; and, after the Final Transfer Date, the City shall provide the urban services specified in Section 6.2 to all conditionally transferred properties within the entire Urban Service District. The City, without financial participation or obligation by the Township, shall provide the type, level and quality of general government and urban services specified in Section 6.2 on the same terms and conditions as the City provides such services to properties in the City, provided that public sanitary sewer and public water services shall only be provided when respective properties connect to such services as provided in this Agreement and consistent with the City's adopted codes, ordinances, and policies. Except to the extent otherwise provided by law, the City shall not be responsible for any inconvenience, damages, interruption of business or other results of the interruption of urban services to any property.
- B. The City shall not be obligated to provide urban services specified in Section 6.2 or any other services to properties that are not conditionally transferred to the City pursuant to this Agreement, except, and to such extent, if any, as the City may become obligated pursuant to any other agreement with the Township.
- C. During the term of this Agreement, and any extension of this Agreement, any franchises and easements in the Urban Services District necessary for the provision of urban services by the City shall be deemed to be held by the City and the Township shall take all actions reasonably necessary to effectuate this subsection.
- D. The City shall operate, maintain, and repair the means of providing urban services to the Urban Services District, and shall provide all equipment, facilities, and personnel for such purposes.
- E. Consistent with Section 6.1 D, the City shall install and maintain hydrants as necessary in relation to the infrastructure developed in order to serve the 4<sup>th</sup> Urban Services District, and may charge the Township hydrant fees to cover such cost.

**Section 6.2 Urban Services to be Provided by City.**

Except as otherwise provided in this Agreement, the urban services to be provided by the City to the Urban Services District during the term of this Agreement as specified in Section 6.1 shall include all services provided by the City on the same basis, to the same extent, and subject to the same conditions and limitations, to other properties within the City's borders, including:

- A. Public water service;
- B. Sanitary sewer service;
- C. Police protection;
- D. Public street and public road maintenance and repair (except where the Michigan Department of Transportation or Barry County Road Commission has jurisdiction);
- E. Public sidewalk maintenance and repair (except where the Michigan Department of Transportation or Barry County Road Commission has jurisdiction);
- F. Public storm water system maintenance (except where the Michigan Department of Transportation or Barry County Road Commission has jurisdiction);
- G. Assessing and tax collection service;
- H. Ordinance enforcement;
- I. Economic development services;
- J. Fire and library service, recognizing that prior to the conditional transfer of respective properties, such services shall be provided by and through joint library and fire agreements between the City and the Township;
- K. Emergency transportation and medical services.

The City shall not be obligated under this Agreement to provide the urban services specified in this Section 6.2 upon expiration or termination of this Agreement.

**ARTICLE VII**

**ENFORCEMENT**

**Section 7.1 Enforcement in Court.**

- A. In the event of a dispute between the parties arising under this Agreement, this Agreement may be enforced by either party in an action commenced in a court of competent jurisdiction and under Michigan law.



- B. In the event a party is found to be in nonmaterial breach, the non-breaching party may seek damages, along with an order requiring performance.
- C. In the event a party is found to be in material breach, the non-breaching party may seek damages, along with an order requiring performance and any other relief found by the court to be appropriate at law or in equity, or both. In fashioning an equitable remedy, the parties agree that the interests of the property owners in the urban services district should be deemed to have a high priority. The court shall also be authorized to grant an award of actual reasonable costs, including reasonable attorneys fees and expert fees, in favor of the non-breaching party.
- D. The Township and City agree not to contest the validity of any provision of this Agreement. The parties shall in good faith jointly defend the validity of this Agreement.

**Section 7.2 Enforcement by Alternative Dispute Resolution.**

If mutually agreed upon by their respective legislative bodies, the parties shall be authorized to submit one or more disputed issues to an agreed upon type of alternative dispute resolution, including mediation and/or binding arbitration, on the terms and conditions approved by the City Council and Township Board.

**Section 7.3. Benefit and Enforcement.**

This Agreement is intended to carry out the legitimate municipal objectives of, and provide benefit to, the two municipal parties to this Agreement, and shall not be deemed to benefit or vest any rights in any other person or entity, either directly or as a third party beneficiary, and thus this Agreement and any and all of its provisions shall not serve as a basis for a third party suit for enforcement, or for any other relief at law or equity based on the enforcement or non-enforcement of this Agreement by the parties.

**ARTICLE VIII**

**MISCELLANEOUS**

**Section 8.1 Amendment.**

This Agreement, and a new or amended and restated agreement that replaces this Agreement, may be amended only in writing and with approval on behalf of the City and the Township (following public hearing if required by law) and executed on behalf of the City Council and Township Board. Such new or amended and restated agreement shall be subjected to referendum if required by law. Such new or amended and restated agreement shall not be deemed to be effective until filed with the County Clerk and Secretary of State.

**Section 8.2 Notices.**

Any notice, demand, or communication required, permitted or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first class or certified mail addressed as follows:

If to the City: Hastings City Clerk  
201 East State Street  
Hastings, MI 49058

With copies to:

Hastings City Mayor  
201 East State Street  
Hastings, MI 49058

Hastings City Manager  
201 East State Street  
Hastings, MI 49058

If to the Township: Rutland Charter Township Clerk  
2461 Heath Road  
Hastings, MI 49058

With copy to:

Rutland Charter Township Supervisor  
2461 Heath Road  
Hastings, MI 49058

The parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given.

**Section 8.3 Governing Law.**

This Agreement has been executed and delivered and it shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created under this Agreement shall be performed in Barry County, Michigan. The parties agree that this Agreement was mutually drafted and cannot be construed against the City or the Township on the argument that one party drafted this Agreement.

**Section 8.4 Covenant to Cooperate; Fidelity to Agreement.**

The City and Township covenant and agree that they will: cooperate with each other, the affected landowners, and with agents or instrumentalities of the City, Township, County, or State relating to the performance of actions in connection with or pursuant to the terms of this Agreement; and will do all things necessary in a legally sufficient and reasonably expeditious

manner to effectuate the jurisdictional transfer and allocations, and economic development, as provided for in this Agreement.

The City and Township shall demonstrate fidelity to this Agreement in their relationship with each other; in the event the City enters into a boundary adjustment agreement with any municipal entity other than Rutland Charter Township, the terms of such agreement shall not be materially more beneficial to the other municipal party to such agreement as the terms of this Agreement are to Rutland Charter Township, without prior specific written consent of the Rutland Charter Township Board.

**Section 8.5 Assignment.**

No assignment of this Agreement or any of its rights or obligations shall be valid without the specific written consent of the City Council and Township Board.

**Section 8.6 Severability.**

In the event a court of competent jurisdiction determines any portion of this Agreement to be unenforceable or any portion of the Urban Services District is held to be invalidly transferred for any reason, the unenforceability or invalidity thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms provided that the remainder of this Agreement is consistent with the intent and purposes of this Agreement; and provided further that, in the event a court of competent jurisdiction determines this Agreement to be void in its entirety, the Urban Services District shall return to the Township's complete jurisdiction and the City shall have no obligations hereunder including without limitation, Sections 6.1 and 6.2. If, because of the invalidity of any part of this Agreement or major changes in state or federal law, either party determines that the purpose and intent of the Agreement has failed, the parties shall renegotiate in good faith to amend the Agreement in an attempt to make it valid and satisfactory to both parties.

**Section 8.7 Articles and Other Headings.**

The articles and section captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement, except that the Recital of Facts in Support of Agreement shall be deemed to be substantive provisions of this Agreement.

**Section 8.8 Duplicate Originals.**

This Agreement may be executed in any number of duplicate originals and each such duplicate original shall be considered a valid original.

**Section 8.9 Entire Agreement.**

This Agreement represents the complete agreement of the parties, and supersedes all previous and contemporaneous understandings and representations. No party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated or referenced shall be of any

force and effect, and both parties specifically acknowledge in entering into and executing this Agreement they rely solely upon the representations and agreements contained in this Agreement.

This Agreement may be simultaneously executed in counterparts, both of which shall be an original and together shall constitute one and the same instruments.

**Section 8.10 Joint Defense and Allocation of Cost of Litigation.**

In the event a lawsuit or action is filed by any third party challenging this Agreement, both parties shall jointly and fully assert a good faith defense of this Agreement, and shall equally bear all costs of such defense, including attorney fees.

**Section 8.11 Filing and Effective Date.**

In accordance with Act 425, following the execution of this Agreement by the City and the Township (and following any period in which this Agreement shall be held in escrow), a duplicate original of the Agreement shall be filed with the Clerk of Barry County and with the Michigan Secretary of State. This Agreement, certified by the County Clerk or Secretary of State, shall be *prima facie* evidence of the conditional transfer of the Urban Services District as specifically provided in this Agreement. This Agreement shall be effective on the date it is filed with the Barry County Clerk and the Secretary of State. If this Agreement is filed with the Barry County Clerk and the Secretary of State on different dates, the effective date of this Agreement shall be the later of the two filing dates. Upon becoming effective, this Agreement also amends, replaces and supersedes (i) the Rutland Charter Township-City of Hastings Urban Services and Economic Development Agreement made November 26, 2012, as amended in 2013, (ii) the Rutland Charter Township-City of Hastings 2016 Urban Services and Economic Development Agreement made June 23, 2016, and (iii) the 2017 Urban Services and Economic Development Agreement made February 14, 2017.

**Section 8.12. Benefit and Binding Effect.**

This Agreement, and all of its terms and provisions, shall be binding upon and inure to the benefit of each of the two parties, as well as their respective municipal successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first written above by authority of the respective City Council and Township Board.

Witnesses:

**CITY OF HASTINGS**

\_\_\_\_\_

By \_\_\_\_\_  
David J. Tossava

Its: Mayor

\_\_\_\_\_

By \_\_\_\_\_  
Linda Perin

Its: Clerk

Witnesses:

**CHARTER TOWNSHIP OF RUTLAND**

\_\_\_\_\_

By \_\_\_\_\_  
Marti Mayack

Its: Supervisor

\_\_\_\_\_

By \_\_\_\_\_  
Robin J. Hawthorne

Its: Clerk

**EXHIBIT A**

LIST OF PREEXISTING UTILITY USERS (in 2<sup>nd</sup> Urban Services District)

San Marcos Facility	13-013-001-50
FHI's Facility (formerly Milestones)	13-013-001-40

LIST OF PREEXISTING UTILITY USERS (in 3<sup>rd</sup> Urban Services District)

Patten Monument	13-013-021-00
Hastings Fiberglass	13-013-024-10
Dewey Sales & Service	13-013-024-00
Flex Fab	13-013-003-00
Larry Baum	13-013-001-15
Consumers Energy Company	13-013-001-10
Flex Fab	13-013-001-25
Family Tree	13-013-027-00

LIST OF PREEXISTING UTILITY USERS (in 4<sup>th</sup> Urban Services District)

**None.**

## EXHIBIT B

### URBAN SERVICES DISTRICT

The Urban Services District is comprised of:

- (1) **The real property as legally described below and as shown on the attached survey as “Initial Urban Services District”:**

Located in Section 13, T. 3 N., R. 9 W.  
Rutland Township, Barry County, Michigan

**Legal Description:**

A parcel of land in the Northeast 1/4 of Section 13, Town 3 North, Range 9 West, Rutland Township, Barry County, Michigan, described as: Beginning at a point on the East line of said Section 13 distant S00°45'49"E 1854.48 feet from the Northeast corner of said Section 13, said point also being the intersection of said East Section line with the Southerly right-of-way line of Highway M-43; thence S00°45'49"E 250.91 feet along said East Section line; thence Westerly 1220.04 feet along the arc of a curve to the left, the radius of which is 7314.44 feet, the central angle of which is 9°33'25" and the chord of which bears S79°30'23"W 1218.63 feet, said arc being parallel with and 325 feet southerly of the centerline of Highway M-43; thence Northerly along the center of an unnamed stream the following ten courses; N50°24'09"E 13.20 feet; thence N36°57'38"E 35.24 feet; thence N15°58'55"W 16.78 feet; thence N15°58'03"E 25.40 feet; thence N17°08'31"E 53.00 feet; thence N09°18'50"W 35.78 feet; thence N30°54'12"W 25.06 feet; thence N08°31'44"W 60.60 feet; thence N49°03'39"E 9.46 feet; thence N00°40'34"E 15.70 feet to the southerly right-of-way line of Highway M-43; thence easterly parallel with and 75 feet southerly from the centerline of Highway M-43 1185.22 feet along the arc of a curve to the right, the radius of which is 7564.44 feet, the central angle of which is 8°58'38" and the chord of which bears N79°57'36"E 1184.01 feet to the point of beginning. Containing 6.79 acres of land, more or less. Part of Permanent Parcel No. 08-13-013-001-30.

- (2) **The real property as listed and legally described below and as shown on the attached map as “2nd Urban Services District”:**

- 08-13-013-001-30
- 08-13-013-001-40
- 08-13-013-001-35
- 08-13-013-001-50

Parcel # 08-13-013-001-30

RUTLAND CHTR TWP ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT “A” WHICH LIES WITHIN A STRIP OF LAND 250 FT IN WIDTH LYING SLY OF PARALLEL TO & ADJACENT TO A LI DESC AS BEG AT A PT ON THE E LI OF SEC 13-3-9 WHICH IS S 00 DEG 47' 55" E 1854.88 FT FR THE NE COR OF SD SEC 13 SD PT ALSO BEING A PT ON THE ARC OF A 7564.44 FT. RADIUS CURVE TO THE LEFT TH SWLY AL THE ARC OF SD CURVE 1729.08 FT (CHORD BEARING S 77 DEG 52' 05" W CHORD DISTANCE 1725.32 FT) TO THE PT OF TANGENCY OF SD CURVE TH S 71 DEG 19' 11" W 400 FT TO A PT OF ENDING ON THIS DESCRIBED LI. SD LAND IS ALL THAT LYING WLY OF UNNAMED STREAM LOCATED COM AT NE COR SEC 13 TH S 00 DEG 45' 49" E 1854.48 FT TO SLY ROW LI HWY M-43 TH SWLY 653.1 FT AL ARC OF CURVE TO LEFT WITH RADIUS OF 7564.44 FT & CHORD BEARING S 81 DEG 58' 32" W 652.9 FT TH S 77 DEG 29' 13" W 532 FT FOR POB OF SD STREAM TH SLY & SWLY TO S LI TRACT “A”. TRACT A IS DESC AS COM AT NE COR SEC 13-3-9 FOR POB TH S ON SEC LI TO A POST 65 RDS N OF SE COR SD SEC 13 TH W 160 RDS TO POST ON QTR LI RUNNING N & S THROUGH SD SEC 13 65 RDS N OF QTR POST ON S SIDE SEC 13 TH N 90 RDS 15 LINKS TO CNTR OF HWY RUNNING FROM HASTINGS TO YANKEE SPRINGS TH S 58 DEG E 28 RDS 10 LINKS AL CNTR OF SD HWY S 40 DEG E 18 RDS 18 LINKS AL CNTR OF SD HWY TH S AL CNTR OF SD HWY 78 DEG E 10 RDS TH N 120 RDS TO CNTR OF THORNAPPLE RIVER TH NELY AL CNTR OF RIVER TO INTERSECTION OF N LI SEC 13 WITH CNTR OF RIVER TH E ON SEC LI 16 RDS TO POB

Parcel # 08-13-013-001-35

RUTLAND CHARTER TWP ALL THAT PART NE 1/4 SEC 13-3-9 LYING S & E OF TRAVERSE LI OF THORNAPPLE RIVER & N OF CNTRLI HWY M-43/M-37 EX THAT PART W OF A LI DESCRIBED AS COM AT CNTR SEC 13 TH N

61.2 FT TH W 92.8 FT TH S 47 DEG 52' E 310.3 FT TH N 40 DEG 46' E 1073.4 FT TO S LI RR ROW FOR POB TH N OO DEG 12' E TO THORNAPPLE RIVER. SAID LI TO ALSO EXTEND SLY TO CNTRLI HWY M-43/M-37 ALSO EX COM AT E 1/4 POST SEC 13 TH N 00 DEG 07' 00" W 942.63 FT TO NLY ROW LI HWY M-43/M-37 TH SWLY 355.26 FT AL A 7697.46 FT RADIUS CURVE TO LEFT CENTRAL ANGLE OF 02 DEG 38' 40" & LONG CHORD BEARING S 83 DEG 52' 01" W 355.23 FT AL SD NLY ROW LI FOR POB TH SWLY 885.8 FT AL A 7697.46 FT RADIUS CURVE TO LEFT CENTRAL ANGLE OF 06 DEG 35' 36" & LONG CHORD BEARING S 79 DEG 14' 53" W 885.31 FT AL SD NLY ROW LI TH N 13 DEG 50' 56" W 253 FT TH NELY 947.13 FT AL A 7950.46 FT RADIUS CURVE TO RIGHT CENTRAL ANGLE OF 06 DEG 49' 32" & LONG CHORD BEARING N 79 DEG 22' 13" E 946.57 FT TH S 00 DEG 00' 00" E 255.08 FT TO POB

Parcel # 08-13-013-001-40

RUTLAND TOWNSHIP COM AT E 1/4 POST SEC 13 T3N R9W TH N 00 DEG 07' 00" W 942.63 FT TO NLY ROW LI HWY M-43/M-37 TH SWLY 355.26 FT AL A 7697.46 FT RADIUS CURVE TO LEFT CENTRAL ANGLE OF 02 DEG 38' 40" & LONG CHORD BEARING S 83 DEG 52' 01" W 355.23 FT AL SD NLY ROW LI FOR POB TH CON'T SWLY 415.04 FT AL A 7697.46 FT RADIUS CURVE TO LEFT CENTRAL ANGLE OF 06 DEG 35' 36" & LONG CHORD BEARING S 79 DEG 14' 53" W 414.63 FT AL SD NLY ROW LI TH N 10 DEG 27' 05" W 253 FT TH NELY 461.37 FT AL A 7950.46 FT RADIUS CURVE TO RIGHT CENTRAL ANGLE OF 06 DEG 49' 32" & LONG CHORD BEARING N 79 DEG 22' 13" E 460.89 FT TH S 00 DEG 00' 00" E 255.08 FT TO SD NLY ROW LI TO POB

Parcel # 08-13-013-001-50

RUTLAND TOWNSHIP COM AT E 1/4 POST SEC 13 T3N R9W TH N 00 DEG 07' 00" W 942.63 FT TO NLY ROW LI HWY M-43/M-37 TH SWLY 770.3 FT AL 7697.46 FT RADIUS CURVE TO LEFT CENTRAL ANGLE OF 05 DEG 44' 01" & CHORD BEARING S 82 DEG 19' 20" W 769.98 AL SD NLY ROW LI FOR POB TH CON'T SWLY 470.76 FT AL A 7697.46 FT RADIUS CURVE TO LEFT CENTRAL ANGLE OF 03 DEG 30' 15" & CHORD BEARING S 77 DEG 42' 12" W 470.68 FT AL SD NLY ROW LI TH N 13 DEG 50' 56" W 253 FT TH NELY 485.76 FT AL A 7950.46 FT RADIUS CURVE TO RIGHT CENTRAL ANGLE OF 03 DEG 30' 15" & CHORD BEARING N 77 DEG 42' 28" E 485.68 FT TH S 10 DEG 27' 05" E 253 FT TO POB

**(3) The real property as listed and legally described below and as shown on the attached map as "3<sup>rd</sup> Urban Services District":**

- 08-13-013-001-20
- 08-13-013-001-00
- 08-13-013-001-08
- 08-13-013-001-25
- 08-13-013-002-00
- 08-13-013-003-00
- 08-13-013-014-00
- 08-13-013-021-00
- 08-13-013-024-00
- 08-13-013-024-10
- 08-13-013-025-00
- 08-13-013-025-10
- 08-13-013-001-15
- 08-13-013-001-10
- 08-13-013-001-04

Parcel No. 008-13-013-001-20 (W. Green St.)

RUTLAND TOWNSHIP COM AT E 1/4 POST SEC 13 T3N R9W TH S 0 DEG 48' W 371.45 FT FOR POB TH N 89 DEG 12' W 513 FT TH S 0 DEG 48' W 553.63 FT TO CNTRLI FORMER M37-M43 HWY TH SELY AL SD CNTRLI 527.11 FT TO E LI SEC 13 TH N 0 DEG 48' E TO POB

Parcel No. 08-13-013-001-00 (W. Green St.)

RUTLAND TWP COM AT E 1/4 POST SEC 13-3-9 TH S 00 DEG 11'23" E 198.31 FT FOR POB TH S 00 DEG 11'23" E 164.73 FT TH S 89 DEG 41'01" W 510.6 FT TH S 00 DEG 26'23" E 185.6 FT TH S 00 DEG 14'46" E 362.67 FT TO CNTRLI W GREEN ST TH NWLY 67.6 FT AL SD CNTRLI & ARC OF CURVE TO LEFT RADIUS OF WHICH IS 11459.16 FT & CHORD BEARING N 78 DEG 22'53" W 67.6 FT TH N 00 DEG 13'29" W 273.55 FT TH S 89 DEG 38'16" W 240.14 FT TH S 00 DEG 12'48" E 224.74 FT TO CNTRLI W GREEN ST TH N 78 DEG 55'37" W 61.12 FT AL SD CNTRLI TH N 00 DEG 13'28" W 494.51 FT TH S 89 DEG 40'39" W 130.61 FT TH S 75 DEG 27'51" W 169.27 FT TH S 17 DEG 10'50" W 93.6 FT TH S 00 DEG 14'46" E 298.7 FT TO CNTRLI W GREEN ST TH N 78 DEG 55'37" W 69.46 FT AL SD CNTRLI TH NWLY 214.36 FT AL SD CNTRLI & ARC OF CURVE TO RIGHT RADIUS BEING 3015.57 FT & CHORD BEARING N 76 DEG



53'26" W 214.31 FT TH N 00 DEG 11'13" W 230.12 FT TH S 89 DEG 41'15" W 264.76 FT TH S 00 DEG 15'52" E 143.7 FT TO CNTRLI W GREEN ST TH NWLY 158.72 FT AL SD CNTRLI & ARC OF CURVE TO RIGHT RADIUS BEING 3015.57 FT & CHORD BEARING N 68 DEG 03'35" W 158.72 FT TH N 00 DEG 33'39" E 698.14 FT TH N 71 DEG 57'45" E 274.42 FT AL A LI THAT IS PARALLEL WITH & 325 FT SELY OF CNTRLI HWY M-43/M-37 TH CON'T NELY 828.29 FT AL A LI PARALLEL WITH & 325 FT SELY OF CNTRLI HWY M-43/M-37 & ARC OF CURVE TO RIGHT RADIUS BEING 7314.44 FT & CHORD BEARING N 75 DEG 12'24" E 827.85 FT TH S 00 DEG 12'06" E 469.28 FT TH N 89 DEG 47'54" E 749.98 FT TO WLY ROW LI COOK RD TH S 00 DEG 11'23" E 154.24 FT AL SD ROW LI TH N 89 DEG 48'37" E 65 FT TO POB

Parcel No. 08-13-013-001-08 (1272 W. Green St.)

RUTLAND TWP COM AT E 1/4 POST SEC 13 T3N R9W TH S 00 DEG 11' 23" E 363.04 FT TH S 89 DEG 41' 01" W 610 FT TH TH 00 DEG 26' 23" E 185.6 FT TH S 00 DEG 14' 46" E 362.67 FT TO CNTRLI W GREEN ST TH NWLY 142.88 FT AL SD CNTRLI & ARC OF CURVE TO LEFT RADIUS BEING 11459.16 FT & CHORD BEARING N 78 DEG 34' 11" W 142.88 FT TH N 78 DEG 55' 37" W 230.82 FT FOR POB TH N 00 DEG 13' 28" W 494.51 FT TH S 89 DEG 40' 39" W 130.61 FT TH S 76 DEG 27' 51" W 169.27 FT TH S 17 DEG 10' 50" W 93.6 FT TH S 00 DEG 14' 46" E 298.7 FT TO CNTRLI W GREEN ST TH S 78 DEG 55' 37" E 328.88 FT TO POB

Parcel No. 08-13-013-001-25 (102 S. Cook Rd.)

RUTLAND TWP A PAR IN TH NE 1/4 SEC 13-3-9, COM AT TH E 1/4 POST OF SAID SEC, TH N 0 DEG 47' 55" W ALG TH E LN OF SAID SEC 5.90 FT., TH S 89 DEG 12' 5" W 65 FT TO WLY ROW LN OF COOK RD FOR TH POB., TH S 00 DEG 47'55" E 50 FT AL SD VWLY ROW LI TH S 89 DEG 09'35" W 749.96 FT TH N 00 DEG 50'25" W 468.94 FT TH NELY PARALLEL WITH & 325 FT SLY CNTRLI HWY M-43 790.98 FT AL ARC OF CURVE TO RT RADIUS BEING 7314.44 FT & CHORD BEARING N 80 DEG 54'01" E 790.59 FT TH S 00 DEG 47'55" E 129.22 FT TH SWLY 279 FT AL ARC OF CURVE TO LEFT AL WLY ROW LI COOK RD RADIUS BEING 1210.92 FT & CHORD BEARING S 05 DEG 48'07" W 278.39 FT TH S 00 DEG 47' 55" E AL SD WLY ROW 126.77 FT TO POB.

Parcel No. 08-13-013-002-00 (1110 W. Green St.)

RUTLAND TOWNSHIP COM AT E 1/4 POST SEC 13-3-9 TH S 00 DEG 11' 23" E 363.04 FT TH S 89 DEG 41' 01" W 510.6 FT TH TH S 00 DEG 26' 23" E 185.6 FT TH S 00 DEG 14' 46" E 311.55 FT TO NLY ROW LI W GREEN ST TH NWLY 67.56 FT AL SD ROW LI & ARC OF CURVE TO LEFT RADIUS BEING 11509.16 FT & CHORD BEARING N 78 DEG 26' 01" W 67.56 FT FOR POB TH NWLY 65.29 FT AL ARC OF CURVE TO LEFT RADIUS BEING 11509.16 FT & CHORD BEARING 78 DEG 35' 46" W 65.29 FT TH N 78 DEG 55' 37" W 46.93 FT AL SD ROW TH N 00 DEG 13' 29" W 200.07 FT TH N 89 DEG 38' 16" E 110 FT TH S 00 DEG 13' 29" E 222.5 FT TO POB

Parcel No. 08-13-013-003-00 (1120 W. Green St.)

RUTLAND TOWNSHIP COM AT E 1/4 POST SEC 13-3-9 TH S 00 DEG 11' 23" E 363.04 FT TH S 89 DEG 41' 01" W 510.6 FT TH TH S 00 DEG 26' 23" E 185.6 FT TH S 00 DEG 14' 46" E 311.55 FT TO NLY ROW LI W GREEN ST TH NWLY 132.85 FT AL SD ROW LI & ARC OF CURVE TO LEFT RADIUS BEING 11509.16 FT & CHORD BEARING N 78 DEG 35' 46" W 132.85 FT TH N 78 DEG 55' 37" W 46.93 FT AL SD ROW FOR POB TH N 78 DEG 55' 37" W 132.75 FT AL SD ROW LI TH N 00 DEG 12' 48" W 173.75 FT TH N 89 DEG 38' 16" E 130.14 FT TH S 00 DEG 13' 29" E 200.07 FT TO POB

Parcel No. 08-13-013-014-00 (1420 W. Green St.)

RUTLAND TWP COM ON NLY LI OF FORMER M-43 & M-37 HWY (W GREEN ST) 1480.4 FT W OF E LI SEC 13 T3N R9W FOR POB TH N 165 FT W 264 FT S 91.35 FT TO NLY LI OF HWY M-43 & M-37 (W GREEN ST) TH SELY AL HWY 278.8 FT TO POB

Parcel No. 08-13-013-021-00 (1065 W. Green St.)

RUTLAND TWP COM AT A PT IN SE 1/4 SEC 13-3-9 AT CENTER OF W GREEN ST ON E LI SEC 13 FOR POB TH S 16 RDS W 15 RDS TH N TO CNTR W GREEN ST TH ELY TO POB

Parcel No. 08-13-013-024-00 (1111 W. Green St.)

RUTLAND TWP COM AT SE COR SEC 13-3-9 TH N 1073.85 FT TH N 89 DEG 56' W 917.45 FT TH N 00 DEG 04' W 264.05 FT FOR POB TH N 00 DEG 04' W 264.59 FT TH S 78 DEG 43' E 231.20 FT TH N 00 DEG 08' W 198 FT M/L TO

CNTRLI W GREEN ST TH S 78 DEG 26' E 150 FT M/L TH S 00 DEG 8' E 389.07 FT M/L TO A PT THAT IS S 89 DEG 57' 11" E 373.83 FT FR POB TH N 89 DEG 57' 11" W 373.83 FT TO POB

Parcel No. 08-13-013-024-10 (W. Green St.)

RUTLAND TOWNSHIP COM AT SE COR SEC 13-3-9 TH N 1073.85 FT FOR POB TH N 89 DEG 56' W 917.45 FT TH N 00 DEG 04' W 264.05 FT TH S 89 DEG 57'11" E 374.93 FT TH N 00 DEG 08' W 338.99 FT TH S 77 DEG 55' E 304.3 FT TH S 273.37 FT TH S 89 DEG 56' E 247.5 FT TH S 264 FT TO POB

Parcel No. 08-13-013-025-00 (1121 W. Green St.)

RUTLAND TWP COM AT SE COR SEC 13-3-9 TH N 00 DEG 57'25" E AL E LI SEC 1568.67 FT TH N 77 DEG 35'50" W 932.72 FT TO A PT ON SLY LI OF ROW W GREEN ST FOR POB TH S 00 DEG 52'35" W 146.85 FT TH S 78 DEG 43' E 131.20 FT TH NLY TO A PT S 77 DEG 35'50" E 141 FT FR POB TH N 77 DEG 35'50" W 141 FT TO POB.

Parcel No. 08-13-013-025-10 (1117 W. Green St.)

RUTLAND TWP COM AT A PT ON CNTRLI OF S GREEN ST IN SE 1/4 SEC 13-3-9 WHERE IT CROSSES THE E LI SEC 13 TH NW AL CNTRLI S GREEN ST 915 FT FOR POB TH S 198 FT TH E 100 FT TH N 198 FT TO CNTRLI OF HWY TH AL CNTRLI OF HWY TO POB

Parcel No. 08-13-013-001-15 (W. Green St.)

RUTLAND CHARTER TWP. A PARCEL OF LAND IN THE SW 1/4 SEC.13-T3N-R9W, DESCRIBED AS; COMMENCE AT THE SE. CORNER OF SAID SEC; THENCE N 00 DEGREE 57'25" E. ALG. THE EAST LINE OF SAID SEC., 1568.67FT; THENCE N 77 DEGREES 35'50" W., 932.72FT.; TO A PT. ON THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE STATE TRUNK HIGHWAY M-43 AND THE PLACE OF BEG.OF THIS DESC. TH. S. 00 DEGREES 52'35" W., 670.50FT; TH. N 88 DEGREES 08'50" W. 195.97FT; TH. N 00 DEGREES 52'35" E.,710.54FT; TO THE SOUTHERLY RIGHT OF WAY OF SAID HIGHWAY M-43; TH. S. 77 DEGREE 35'50" E. ALG. THE SOUTHERLY LINE SAID HIGHWAY M-43, 200.00FT; TO POB

Parcel No. 08-13-013-001-10 (1125 W. Green St.)

RUTLAND CHTR TWP. A PAR IN SE 1/4 SEC 13 T3N R9W COM SE COR SEC 13 TH N 00 DEG 57' 25" E. ALONG E. LINE OF SEC. 13 1568.67 FT., TH. N 77 DEG 35' 50" W.1132.72FT; TO PT IN S'LY LINE OF R.O.W. OF H.W.Y. M-43 FOR A POB FOR THIS DESC., TH. N. 77 DEG 35' 50" W. ALONG SLY. LINE OF ROW OF SAID HWY 158.93FT.;TO THE PT. OF 1 DEG 57'00" CURVE TO THE RIGHT, TH. ALG. ARC OF THE CURVE 256.47FT. TH. S. 00 DEGREES 52'35" W. 804.18FT., TH. S. 89 DEGREES 08'50" E. 404.63FT., THENCE N. TO POB.

Parcel No. 08-13-013-001-04 (W. Green St.)

RUTLAND TWP COM N 00 DEG 04' 52" E 1107.17 FT FR S 1/4 POST SEC 13 T3N R9W FOR POB TH N 89 DEG 44' 29" E 1133.17 FT TH N 00 DEG 19' 22" W 853.87 FT TO CNTRLI GREEN ST TH WLY TO A PT ON SWLY ROW LI W GREEN ST WHICH IS N 00 DEG 00' 00" E 1959.93 FT TH N 90 DEG 00' 00" W 1751.52 FT FR SE COR SEC 13 TH S 16 DEG 10' 51" W 164.41 FT TH S 00 DEG 00' 00" W 62 FT TH N 90 DEG 00' 00" W 447 FT TH N 00 DEG 00' 00" E 62 FT TH N 90 DEG 00' 00" W 209.44 FT TH S 89 DEG 29' 58" W 186.66 FT M/L TO N & S 1/4 LI SEC 13 TH S 00 DEG 04' 52" W 727.03 FT M/L TO POB

**(4) The real property as listed and legally described below and as shown on the attached map as "4th Urban Services District":**

- 08-13-014-028-00

Parcel No. 08-13-014-028-00 (420 N. Tanner Lake Road)

RUTLAND CHARTER TOWNSHIP SW 1/4 NE 1/4 SEC 14-3-9, EXCEPT THAT WHICH LIES SOUTH AND WEST OF HWY. M-37.

**City of Cambridge**  
**Land Information Services**  
 This is a public record. It is not intended to be used for legal purposes. It is not a substitute for a deed or other legal instrument. It is not a warranty of title. It is not a guarantee of accuracy. It is not a contract. It is not a representation of value. It is not a statement of opinion. It is not a statement of fact. It is not a statement of law. It is not a statement of policy. It is not a statement of procedure. It is not a statement of practice. It is not a statement of custom. It is not a statement of usage. It is not a statement of course. It is not a statement of prescription. It is not a statement of estoppel. It is not a statement of acquiescence. It is not a statement of waiver. It is not a statement of release. It is not a statement of discharge. It is not a statement of satisfaction. It is not a statement of completion. It is not a statement of termination. It is not a statement of expiration. It is not a statement of annulment. It is not a statement of rescission. It is not a statement of voidance. It is not a statement of nullity. It is not a statement of inanity. It is not a statement of insanity. It is not a statement of imbecility. It is not a statement of idiocy. It is not a statement of dementia. It is not a statement of senility. It is not a statement of senescence. It is not a statement of decrepitude. It is not a statement of decrepancy. It is not a statement of decrepitude. It is not a statement of decrepancy. It is not a statement of decrepitude. It is not a statement of decrepancy.

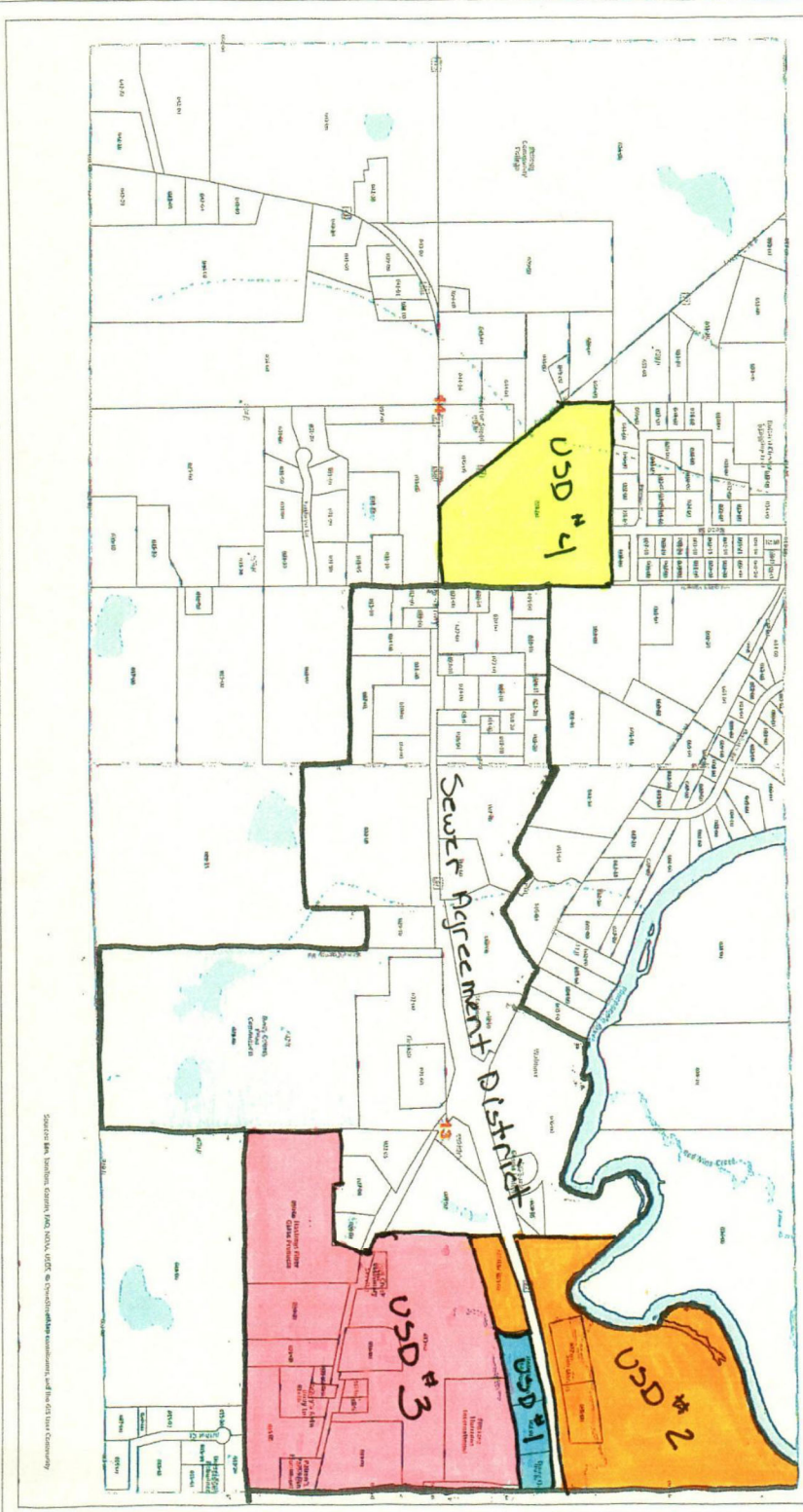
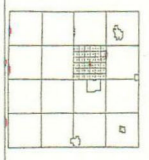
Section 14  
08-013-014-

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
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Section 14  
08-013-013-

1	2	3	4	5	6	7	8	9	10
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31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

**URBAN SERVICE DISTRICTS:**  
 #1 - #2 - #3 - #4  
**1992 SEWER AGREEMENT DISTRICT**



Source: Ben Lambson, County, MA, NOV, 2002. GIS of Vermont's land management, Ben Ben County



# Regular Council Agenda Item Memorandum

**To:** Mayor Tossava and City Council

**From:** Dan King

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

**Meeting Date:** April 27, 2026

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## Recommended Action:

Motion to approve, under the direction of staff, Trumble Insurance Agency to conduct the annual Back to School Bash which includes use of the Pocket Park adjacent to the Thornapple Plaza on **Saturday, August 1, 2026, from 4:00 PM to 7:00 PM.**

## Background Information:

Staff approved the use of Thornapple Plaza for the Trumble Insurance Agency to conduct the third annual Back to School Bash from 4:00 PM to 7:00 PM on Saturday August 1, 2026. The event will also include use of the Pocket Park adjacent to the Thornapple Plaza for a Sensory Area. Section 58-38 (a) of the Municipal Code requires Council permission to conduct such an activity in a park.

Staff reviewed the request and have no concerns.

## Financial Implications:

There are no financial implications for the City.

## Attachments:

- Special Event Application



**COMMUNITY DEVELOPMENT  
DEPARTMENT**



Hastings City Hall  
201 E. State St.  
Hastings, MI 49058  
269-945-2468

**Dan King**  
Community Development Director  
dking@hastingsmi.org

Date of Application:	4/20/26
Date Received:	4/20/26
Date of Approval:	
Date of Issuance:	
Type of Permit:	

**APPLICATION FOR USE OF ENTERTAINMENT VENUE**

**PLEASE READ AND COMPLETE ENTIRE APPLICATION PRIOR TO SUBMITTAL.**

**PAYMENT IS REQUIRED WITH APPLICATION SUBMISSION AND WILL NOT BE ACCEPTED WITHOUT IT.**

**PLEASE COMPLETE ENTIRE APPLICATION TO AVOID DENIAL OF REQUEST.**

*Please call with any questions!*

Organization:	Trumble Insurance Agency
Contact Name:	Victoria Jones
Mailing Address:	128 S. Jefferson St. Hastings, MI 49058
Email Address:	[REDACTED]
Phone Number:	[REDACTED]
Venue TP or SP	<input checked="" type="checkbox"/> TP = Thornapple Plaza <input type="checkbox"/> SP = Spray Plaza Stage

Date of Event (Day of Week / Month / Date / Year):	Saturday August 1, 2026		
Start Time of SETUP for event:	9:00 a.m.	EVENT Start Time:	4:00 p.m.
Stop Time for completion of TEAR DOWN:	9:00 p.m.	EVENT Stop Time:	7:00 p.m.

Name & Complete Description of Event: <i>Provide map of event set up at least fifteen (15) days prior to the event.</i>	3rd Annual Back to School Bash		
Will entertainment be involved? <i>If yes, give details w/ # of groups, type of music, time of performance(s) etc.</i>	<i>Any entertainment may need the approval of the City Staff and/or City Council – allow forty-five (45) days for approval.</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DJ-family friendly music		
Will other equipment be used? <i>(i.e. generator, tents, inflatables, etc.) If yes, give details. Certificate of Insurance may be required.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Inflatable, pop-tents		
Will participants be asked for free-will offering? <i>If yes, provide detail of use for offering. Must receive City Council approval.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Will admission be charged to the event?: <i>If yes, what is the cost? Must receive City Council approval</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Number of people expected to attend:	<input type="checkbox"/> less than 50	<input type="checkbox"/> 51 – 200	<input type="checkbox"/> 201 – 500 <input checked="" type="checkbox"/> over 500
REQUIRED: Name & contact info for two (2) people with authority present during the event:	Name: Victoria Jones	Phone:	[REDACTED]
	Name: Zach Santmier	Phone:	[REDACTED]
Check any City assistance needed: <i>Additional fees may apply.</i>	<input checked="" type="checkbox"/> Public Bathrooms	<input checked="" type="checkbox"/> Electricity	
	Police if available		

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**Entertainment Venue/City of Hastings  
WAIVER AND FACILITY PERMIT**

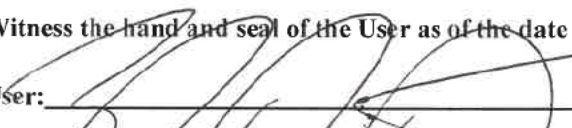
It is hereby agreed and understood that the above Facility is reserved, as specified, for the use of the above named person and/or User. The Facility reserved is subject to inspection by any authorized representative of The City of Hastings, both prior to, and after the event in order to assure proper use of City property. This permit must be in the possession of the User to whom it is issued and shown upon request to any of the above-mentioned representatives.

The user assumes personal liability and responsibility for any and all costs of cleanup of the premises, loss, breakage, damage to or removal of City property and further assumes liability and responsibility for the conduct and good order of the group and its invitees and guests.

The User shall be responsible for any and all loss, damage or injury to any and all personal property that it or its agents, representatives, invitees or guests, may bring to, store at, or leave at the Facility, and shall indemnify and hold harmless The City of Hastings and any department, agent, official and/or employee thereof for any personal injury incurred during, or as a result of such use. The User further agrees to abide by all procedures, policies, and rules governing use of the above-mentioned facility.

***I have read and agree to the User Responsibilities as attached to this document.***

Witness the hand and seal of the User as of the date indicated below.

User:  Date: 4/20/20

Any User under the age of 21 must have the signature of a parent or guardian who shall assume any and all responsibility and liability as set forth above and the person signing must be in attendance at the rental event.









Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Written Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**PLEASE NOTE: APPROVAL IS REQUIRED FOR RESERVATION OF THIS FACILITY.**

FOR OFFICE USE ONLY	
Rental Fee: \$ <u>200</u> <input type="checkbox"/> Cash	Forward to City Council? <input type="checkbox"/> Yes <input type="checkbox"/> No
Sec. Deposit \$ <u>300</u> <input type="checkbox"/> Check	Comments: _____
Staff: _____ <input type="checkbox"/> Credit	<input type="checkbox"/> Approved <input type="checkbox"/> Denied – reason for denial: _____
<i>City Staff Approval:</i> _____ Date: _____	Forward to City Council? <input type="checkbox"/> Yes <input type="checkbox"/> No
DENIAL - If denied, reason why: _____ _____	Comments: _____ <input type="checkbox"/> Approved <input type="checkbox"/> Denied – reason for denial: _____



-  Backpack Station
-  Bounce House
-  Backpack Waiting Line
-  Food Line
- 
  - 1. Activity Station
  - 2. Temporary Tattoo Station
  - 3. Facepaint Station
  - 4. Balloon Animals Station
  - 5. Water Sensory Station
  - 6. Sand Sensory Station
-  360 Photo Area
-  Sensory Area Entrance
-  Event Lines





# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Mayor's Monarch Pledge**

**Meeting Date: April 27, 2026**

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Recommended Action:

Motion to approve joining the Mayor's Monarch Pledge.

Background Information:

The National Wildlife Federation has created a monarch pledge program to promote high-quality habitat for the monarch butterfly as well as other pollinators. The pledge requires three actions per year to help support this goal. The actions are simple and low/no cost to implement. We have the opportunity to participate cooperatively with other local organizations toward these goals including the Barry Conservation District and Operation Pollination.

Financial Implications:

Minimal, perhaps none.

Attachments:

- Fact Sheet
- Action items

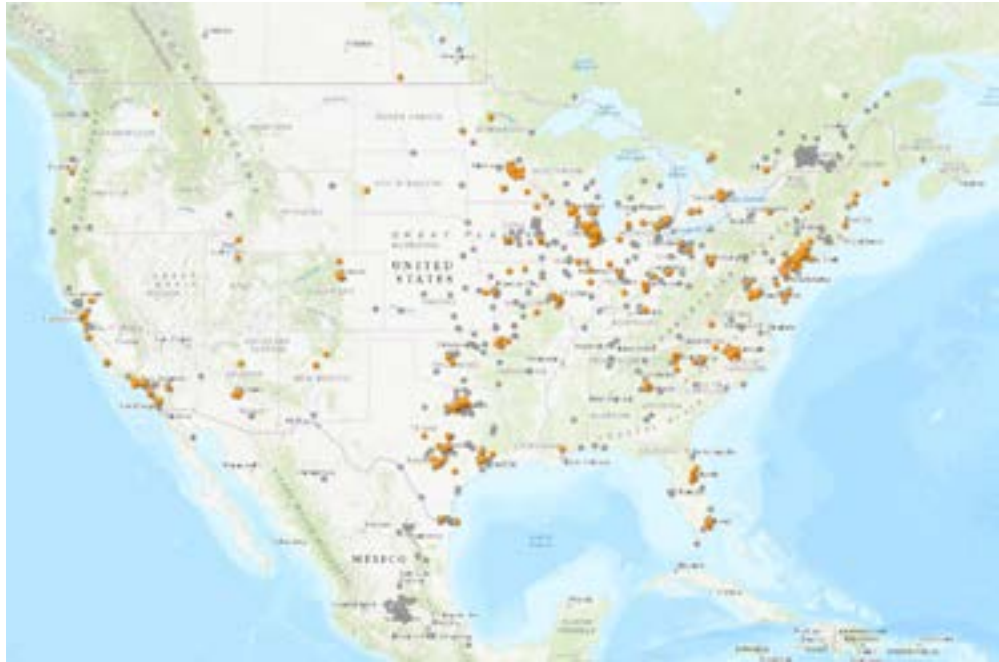




**MAYORS  
MONARCH  
PLEDGE**

# Mayors' Monarch Pledge™ Program

More than 1,200 pledges have been taken by mayors across North America to help save the monarch butterfly, an iconic species whose populations have declined precipitously in the last 20 years. Through the National Wildlife Federation's Mayors' Monarch Pledge™, cities, municipalities, tribal governments and other communities can commit to creating vibrant, high-quality habitat for the monarch butterfly and pollinators while also educating residents about how they can make a difference at home and in their community. There are three steps to the Mayors' Monarch Pledge:



## 1. Take the Pledge and Specify Your Actions

- Mayors pledge to both restore habitat in the community and encourage residents to do the same. Read the [Mayors' Monarch Pledge](#) and then [take the pledge online!](#)
- Read the Mayors' Monarch Pledge Action Items and then [specify which actions the mayor will take online.](#)
- Mayors will receive [special recognition on the NWF website](#) if they complete eight or more actions (Mayors' Monarch Pledge

Leadership Circle) or 24 or more actions (Monarch Champion City).

## 2. Take Action

- Once mayors have taken the pledge and specified which actions the community will take over the next year, it's time to start taking action! a-conservation topics.

### CONTACT

**Patrick Fitzgerald**  
Senior Director of  
Community Wildlife  
[FitzgeraldP@nwf.org](mailto:FitzgeraldP@nwf.org)

**Emily Preziotti**  
Community Wildlife  
Manager  
[PreziottiE@nwf.org](mailto:PreziottiE@nwf.org)

### MONARCH CHAMPIONS

Arlington, TX  
Austin, TX  
Charleston, IL  
Fort Worth, TX  
McAllen, TX  
Minnetonka, MN  
Montréal, Québec

Saltillo, Coahuila  
San Antonio, TX  
Woodlands Township, TX

- Learn what other cities are doing and access best practices and other resources on the member-only Resource Center, quarterly network-wide calls, [Mayors' Monarch Pledge website](#), and [Facebook Group](#).
- NWF provides occasional email updates, social media support and webinars about relevant monarch conservation topics.

### 3. Report Progress

- Once mayors have specified their actions and have begun to take action, NWF will ask communities to fill out a simple reporting form on an annual basis.
- The data we collect through the reporting process will allow us to track the **collective impact of our work**.

### Program Achievements

Since 2015, the program has engaged 9 million people and restored more than 9,000 acres of habitat. Below are details about what actions mayors have committed to from 09/18/15 to 12/31/21:

**361 Mayors:** Issue a Proclamation to raise awareness about the decline of the monarch butterfly and the species' need for habitat.

**331 Mayors:** Plant or maintain a monarch and pollinator-friendly demonstration garden at City Hall or another prominent or culturally significant community location.

**325 Mayors:** Launch or maintain a public communication effort to encourage residents to plant monarch gardens at their homes or in their neighborhoods. (If you have community members who speak a language other than English, we encourage you to also communicate in that

language; Champion Pledges must communicate in that language.)

**248 Mayors:** Engage with community garden groups and urge them to plant native milkweeds and nectar-producing plants.

**253 Mayors:** Host or support a native seed or plant sale, giveaway or swap.

**228 Mayors:** Add or maintain native milkweed and nectar producing plants in community gardens.

#### Columbia, MS

City officials collaborated with the U.S. Fish and Wildlife Service to implement the Youth Monarch Conservation program. This program helped engage youth under the jurisdiction of the juvenile court to participate in invasive seed removal projects, native seed plantings, and monarch population surveys. Their work resulted in a monarch garden at the downtown courthouse in Columbia.

#### Salem, OR

Pollinator gardens have become fully integrated in to all park master plans in Salem. This year, the city collaborated with a county food share to install pollinator habitat and nectar plants at seven different community gardens across their town.

#### Richmond Hill, ON

The community implemented a seed library program where residents are able to collect and donate seeds with other residents for free. Richmond Hill residents helped plant 12,600 native tree and shrubs, as well as 3,032 wildflowers.

#### McAllen, TX

McAllen hosted their 3rd annual Monarch Fest which featured educational booths and presentations about monarchs and pollinators

#### SELECT LEADERSHIP CIRCLE CITIES

Arlington County, VA  
 Champaign, IL  
 Charlotte, NC  
 College Station, TX  
 Dallas, TX  
 Denver, CO  
 Des Moines, IA  
 Evansville, IN  
 Fayetteville, AR  
 Garden Grove, CA  
 Houston, TX  
 Indianapolis, IN  
 Irving, TX  
 Kansas City, MO  
 Milwaukee, WI  
 Nashville, TN  
 Orlando, FL  
 Pickering, Ontario (Canada)  
 Plano, TX  
 Richmond Hill, Ontario (Canada)  
 South Bend, IN  
 Springdale, AR  
 Springfield, IL  
 St. Louis, MO  
 Tucson, AZ  
 Tulsa, OK  
 Urbana, IL  
 West Chicago, IL  
 Whitby, Ontario (Canada)

in the region, garden walks, and native plant sales. Over 1,500 visitors attended the festival.



McAllen Monarch Fest 2019, Photo Credit- Quinta Mazatlan

## Action Item Selections

Each year, you must commit to at least 3 Action Items from this list which you will report on at the end of the year. At least 1 action must be taken from the “Program & Demonstration Gardens” section.

### Communications and Convening

- Issue a Proclamation to raise awareness about the decline of the monarch butterfly and the species' need for habitat.

*Example Activities:*

1. *Issue a Monarch Day Pledge*
2. *Incorporate monarchs into your Earth Day, Pollinator Week or other proclamation*

- Launch or maintain a public communication effort to encourage residents to plant monarch gardens at their homes or in their neighborhoods. (If you have community members who speak a language other than English, we encourage you to also communicate in that language; Champion Pledges must communicate in that language.)

- Engage with community garden groups and urge them to plant native milkweeds and nectar-producing plants.

- Engage with city parks and recreation, public works, sustainability, and other relevant staff to identify opportunities to revise and maintain mowing programs and milkweed / native nectar plant planting programs.

- Engage with gardening leaders and partners (e.g., Master Naturalists, Master Gardeners, Nature Centers, Native Plant Society Chapters) to support monarch butterfly conservation.

*Example Activities:*

1. *Develop community gardens with local gardening leaders*
2. *Host programming and other activities with Nature Centers*
3. *Coordinate and collaborate with local gardening groups at schools, colleges, and universities*

- Engage with Homeowners Associations (HOAs), Community Associations or neighborhood organizations to identify opportunities to plant monarch gardens and revise maintenance and mowing programs.

- Engage with developers, planners, and landscape architects to identify opportunities to create monarch habitat.

- Create a community-driven educational conservation strategy that focuses on and benefits local, underserved residents.

*Example Activities:*

1. *Conduct outreach and support habitat / green space improvements in underserved communities.*
2. *Develop brochures in different languages*

- Create a community art project to enhance and promote monarch and pollinator conservation as well as cultural awareness and recognition.

*Example Activities:*

1. *Host photo contests*
2. *Commission murals*
3. *Create and show films and documentaries*
4. *Support public art installations*
5. *Collaborate with local artists, including school, college, and university art departments to create community-wide art*

## **Program and Demonstration Gardens**

- Host or support a native seed or plant sale, giveaway or swap.
- Facilitate or support a milkweed seed collection and propagation effort.
- Plant or maintain a monarch and pollinator-friendly demonstration garden at City Hall or another prominent community location.
- Convert abandoned lots to monarch habitat.
- Plant milkweed and pollinator-friendly native nectar plants in medians and public rights-of-way.
- Launch or maintain an outdoor education program in school gardens that builds awareness and creates habitat by engaging students, teachers, and the community in planting native milkweed and pollinator-friendly native nectar plants (i.e., National Wildlife Federation's Eco-Schools USA Schoolyard Habitats program and Monarch Mission curriculum).

*Example Activities:*

1. [\*Eco-Schools USA Schoolyard Habitats\*](#)
2. [\*PK-12 Monarch Mission Curriculum \(English and Spanish\)\*](#)
3. [\*National Wildlife Federation Campus Pollinator Pledge\*](#)

- Earn or maintain recognition for being a wildlife-friendly city by participating in other wildlife and habitat conservation efforts (i.e., National Wildlife Federation's Community Wildlife Habitat program).

*Example Activities:*

1. Join the [Community Wildlife Habitat](#)

- Host or support a monarch neighborhood challenge to engage neighborhoods and homeowners' associations within the community to increase awareness and/or create habitat for the monarch butterfly.

*Example Activities:*

1. Host photo challenges
2. Create property certification challenges
3. Collaborate with schools, universities, and colleges to host joint awareness and habitat creation challenges

- Initiate or support community science (or citizen science) efforts that help monitor monarch migration and health.

*Example Activities:*

1. [Citizen Science Opportunities \(Monarch Joint Venture\)](#)
2. NWF's Monarch Stewards Program Certification
3. Engage with local colleges and universities science departments to host community-wide opportunities

- Add or maintain native milkweed and nectar producing plants in public community gardens.

- Launch, expand, or continue an invasive species removal program that will support the re-establishment of native habitats for monarch butterflies and other pollinators.

- Host or support a city monarch butterfly festival to promote monarch and pollinator conservation, as well as cultural awareness and recognition

- Display educational signage at monarch gardens and pollinator habitat beyond monarch demonstration gardens.

*Example Activities:*

1. [Neighborhood Garden Signs \(Victory Garden of Tomorrow\)](#)
2. Create plant labels or interpretive language for community gardens, parks, prairie habitat, rights-of-way, etc.

## Systems Change

Please select the actions that you will begin to work on this year, are in progress, or have already been completed.

- Remove milkweed from the list of noxious plants in city weed / landscaping ordinances (if applicable).
- Change weed or mowing ordinances to allow for native prairie and plant habitats.
- Increase the percentage of native plants, shrubs and trees that must be used in city landscaping ordinances and encourage use of milkweed, where appropriate.
- Direct city property managers to consider the use of native milkweed and nectar plants at city properties, where appropriate.
- Integrate monarch butterfly conservation into the city's Park Master Plan, Sustainability Plan, Climate Resiliency Plan or other city plans.
- Change ordinances so pesticide, herbicide, insecticide or other chemicals used in the community are not harmful to pollinators.

### *Example Activities:*

1. *Work with local school districts to eliminate or minimize the use of pesticides, herbicides, and insecticides on school properties*
  2. *Adopt Integrated Pest Management (IPM) practices*
- Adopt ordinances that support reducing light pollution.
  - California Specific: Pass a resolution to protect over-wintering monarch butterfly habitat on public and private lands.

## Questions or Comments

Do you have any questions or comments?

**Summary - City of Hastings Invoices**  
**City Council Meeting**  
**April 27, 2026**

No.	Vendor	Amount	Description (with date paid)
1	Elhorn Engineering Co	\$5,060.00	Process Chemicals Carum WWTP (Mar 5, 2026)
2	USALCO	\$6,814.33	Process Chemicals Alum WWTP (Mar 25, 2026)
3	Haviland Products Co	\$7,295.00	Process Chemicals Polymer WWTP (Mar 20, 2026)
4	Life EMS of Ionia Inc	\$7,792.00	Contracted Ambulance Services April (Apr 2, 2026)
5	West Michigan Internat.	\$8,015.78	Repairs on Truck #70 (Mar 17, 2026)
6	Moore & Bruggink	\$8,070.31	Engineering Services Water (Apr 1, 2026)
7	Wickham Cemetery Care	\$8,637.50	Cemetery Contract and Services Feb (Feb 28, 2026)
8	Axon Enterprise	\$9,810.19	Annual Body Camera License & Storage (Apr 15, 2026)
9	Infrastructure Alternatives	\$13,882.12	Contracted Operations WWTP (Mar 31, 2026)
10	Moore & Bruggink	\$14,652.60	Green & Market Improvements (Apr 1, 2026)
11	Aunalytics Inc	\$15,626.88	Internet Service and Security (Apr 1, 2026)
12	Ferguson Waterworks	\$15,976.80	Copper Rolls for Lead Line Services (Mar 30, 2026)
13	Truck & Trailer Specialties	\$16,136.00	Replacement Box Upfit for Truck #550 (Apr 10, 2026)
<b>13</b>	<b>Invoices</b>	<b>\$137,769.51</b>	



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Annual Special Assessment for Downtown Parking Lot Maintenance Finding of Necessity**

**Meeting Date: April 27, 2026**

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## Recommended Action:

Motion to approve **Resolution 2026-06** to find the necessity for the special assessment and direct the preparation of the special assessment role.

## Background Information:

The City Council has annually found that a special assessment is appropriate and useful for funding parking lot maintenance in downtown parking lots. The downtown area has been designated a principal shopping district, where special assessments for maintenance are allowed.

Special assessments are appropriate when a private party benefits from a project to a greater extent than the general public. A map of properties included in the downtown parking special assessment district are enclosed. These properties have limited or no private parking spaces and rely on public parking to serve their customers. If these businesses were farther from public parking, they would be required to pay for parking lot maintenance themselves. The City Council has historically found that parking lot maintenance in this area benefits these businesses to a greater degree than the general public and has created the district annually.

Our street superintendent has evaluated the maintenance costs for irrigation, line painting, snow removal, and other maintenance and determined that we will spend approximately \$89,589 for these lots in the upcoming fiscal year. Only a portion of the parking maintenance expenses are charged to the property owners. The General Funds pays for 50% of the parking expense and the Downtown Development Authority also pays an additional \$15,962. The cost to property owners is distributed by a formula that considers the type of business, building square footage, distance from parking, and any existing private parking spaces that the business maintains. An explanation of the formula is enclosed for your review.





# Regular Council Agenda Item Memorandum

This year, we anticipate charging \$28,833 to the property owners, which represents about 32% of the total lot maintenance cost.

## Financial Implications:

The city will budget both the revenue and expenses of the special assessment and related maintenance in the 2026-2027 budget. Should the assessment not be approved, the cost of maintenance will need to be entirely funded by DDA and General Fund tax dollars.

## Attachments:

- Resolution 2026-06
- Map of Parking Special Assessment District
- Explanation of formula
- Public hearing notice

**RESOLUTION 2026-06**

**TO DETERMINE THE NECESSITY OF A SPECIAL ASSESSMENT DISTRICT  
FOR PARKING IN THE PRINCIPAL SHOPPING DISTRICT FOR FY 2025/2026**

**WHEREAS**, the City Council of Hastings has received a request in the FY 2026/2027 Budget from the City Manager for establishing a Special Assessment District to continue the improvement and maintenance of the City owned parking areas in the downtown business area, as well as abatement of nuisances therein; and

**WHEREAS**, Council has reviewed said request and conducted a public hearing according to the Hastings City Code to determine the necessity of said proposed improvements; and

**WHEREAS**, the City Council has determined that Public Parking is necessary and benefits the parcels of land within the Principal Shopping District; now

**THEREFORE, BE IT RESOLVED** that the City Council of the City of Hastings does hereby determine that it is necessary to establish a Special Assessment District in the Principal Shopping District for the purpose of maintenance of parking areas within the area, and that the cost of this project shall be paid for by special assessment upon the property benefited in proportion to the benefits to be derived, and

**BE IT FURTHER RESOLVED** that the budget for the Downtown Parking Service, as submitted by the City Manager, is hereby approved, and that said assessments shall be paid in one annual installment, and the City Assessor is directed to prepare a special assessment roll in accordance with this determination, and

**BE IT FURTHER RESOLVED** that the property upon which the special assessment shall be made is described as follows:

Commencing at the center point of the intersection of Broadway Street and Center Street, City of Hastings, County of Barry, State of Michigan, thence Easterly along the center line of said Center Street to its intersection with the center line of Michigan Avenue, thence Northerly along the center line of said Michigan Avenue to its intersection with the center line of Apple Street, thence Westerly along the center line of said Apple Street to its intersection with the centerline of Jefferson Street, thence Northerly along the center line of said Jefferson Street to the North boundary of Lot 437, thence Westerly, along the North boundary of Lots 437, 436, 435, 434, and south 64 feet of lot 433, all of the original plan of the Village, (now city) of Hastings, then west to the centerline of Church Street, thence Southerly along the center line of said Church Street, to the intersection with the center line

of Apple Street, thence westerly along the center line of said Apple Street, to the intersection with the center line of Broadway Street, thence Southerly along the center of said Broadway Street to the place of beginning. Except: the north 68 feet of Lot 433, of the original plan of the Village, (now city) of Hastings.

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

YEAS:

NAYS:

ABSENT:

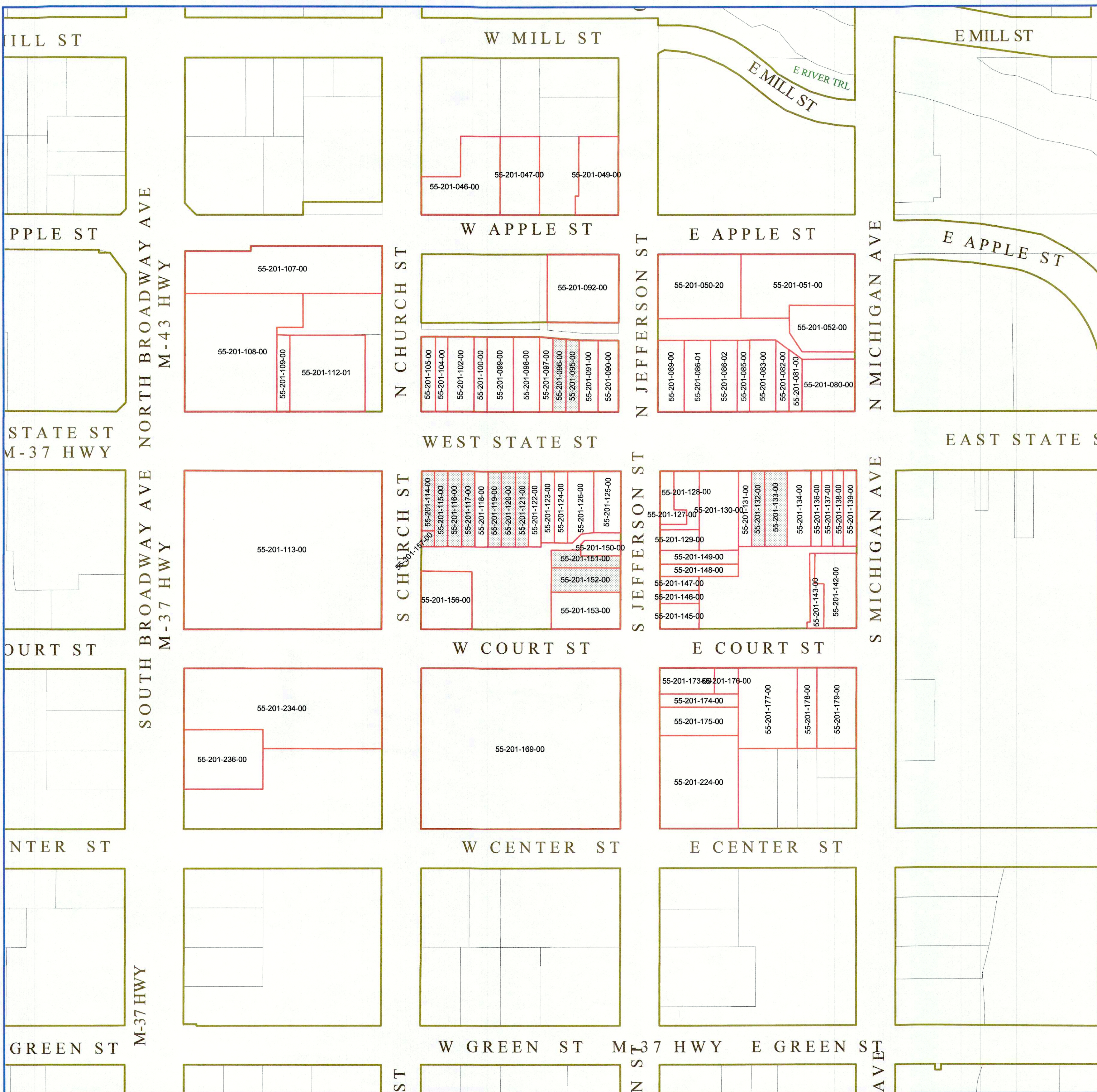
MOTION DECLARED ADOPTED.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 27<sup>th</sup> day of April 2026 by the City Council of the City of Hastings, by a vote of \_\_\_ members voting in favor thereof, \_\_\_ members voting against, and \_\_\_ members absent.

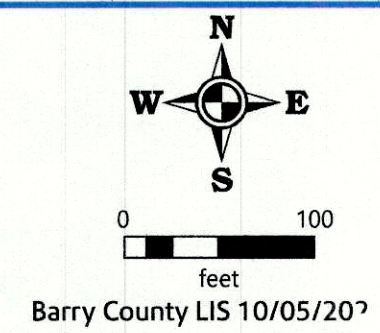
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Linda Perin  
City Clerk





# City of Hastings SAD DDA Parking





# CITY OF HASTINGS

## SPECIAL ASSESSMENT PARKING

### DETERMINING THE SPECIAL ASSESSMENT ROLL

The special assessments for public parking lot maintenance were made on a pro rata basis according to the benefit to be derived by the affected property owners within Special Assessment District.

The methodology reflects the building size, type of use, credit for on-site parking, and a distance from parking factor.

STEP 1 – Active Building Area: The formula to determine the active building area is as follows:  
$$\text{Gross Building Area} \times 80\% \times \text{Use Factor} = \text{Active Building Area}$$

The gross building area is multiplied by 80% to adjust for stairwells, storage area, employee bathrooms, etc.

Use factors were determined by grouping similar types of uses. It is necessary to make an adjustment to reflect the use of the property on the parking.

The following are the grouping of types of uses:

<u>2.00 Use</u>	<u>1.50 Use</u>	<u>1.00 Use</u>	<u>0.75 Use</u>
Restaurants	Arcades	General Offices	Multi-Family Housing
Bars	Dance Halls	Retail Stores	Private Clubs
Theater	Fitness Centers	Medical Offices	Public Utility Use
	Health Spas	Hotels/Motels	Furniture Stores
<u>1.25 Use</u>	Ballroom	Service Stations	Service Types
Shopping Centers	Conference Rooms	Beauty or Barber Shops	Lodges
Strip Mall		Banks & Financial Institutions	
		Museums, Library, & Cultural Centers	
		Dry Cleaning Pick-Up Stations	

STEP 2 - Parking Credit: The property is credited for the private parking which will not exceed the active building area. After the private parking credit is deducted from the active building area, the result is called the net building area. The formula to arrive at the net effective building area is as follows:

$$\text{Active Building Area} - (\text{No. of Private Parking Spaces} \times 200 \text{ SF}) = \text{Net Building Area}$$

Revised: 9/13/2007

T:\Assessor\Special Assessments\Parking\Determing the Special Assessment Roll.doc

STEP 3 - Distance Factor: All properties are not immediately adjacent to the public parking. Therefore, an adjustment (Distance Factor) must be applied to the net building area. The following Distance Factors were used to adjust for proximity:

0 Feet – 150 Feet	100%
151 Feet – 200 Feet	90%
201 Feet – 250 Feet	80%
251 Feet – 300 Feet	70%
Over 301 Feet	60%

The distances were measured from the closest points of the property line to the municipal parking. Multiplying the net building area by the distance factor results in an effective building area.

STEP 4 – Effective Net Building Area: The effective net building area is determined by multiplying the Net Building Area by the distance factor.

$$\text{Net Building Area} \times \text{Distance Factor} = \text{Effective Net Building Area}$$

STEP 5 – Special Assessment District (SAD) Charge: To determine the individual SAD Charge, the effective net building area of the property is divided by the total effective net building area of the district and then multiplied by the total SAD costs.

$$\frac{\text{Effective Net Building Area}}{\text{Total Effective Net Building Area of District}} \times \text{Total SAD Costs} = \text{SAD Charge}$$

## Recap of Special Assessment Parking Roll

**Gross Bldg. Area x 80% x Use Factor = Active Bldg. Area**

**Active Bldg. Area – (No. of On-Site Parking Spaces x 200 SF) = Net Bldg. Area**

**Net Building Area x Distance Factor = Effective Net Building Area**

**$\frac{\text{Effective Net Building Area}}{\text{Total Effective Net Building Area of District}} \times \text{Total SAD Costs} = \text{SAD Charge}$**

**Example:** A restaurant has 7,300 square feet of gross building area. The building is located within 150 feet of a municipal parking lot. The restaurant has 31 on-site parking spaces. The Total Effective Net Building Area is 437,641 Square feet and the total SAD costs are \$84,223.76.

**Gross Bldg. Area x 80% x Use Factor = Active Bldg. Area**

$$7,300 \text{ SF} \times 80\% \times 2.00 = 11,690 \text{ SF}$$

**Active Bldg. Area – (No. of On-Site Parking Spaces x 200 SF) = Net Bldg. Area**

$$11,690 \text{ SF} - (31 \text{ Spaces} \times 200 \text{ SF}) = 5,490 \text{ SF}$$

**Net Building Area x Distance Factor = Effective Net Building Area**

$$5,490 \text{ SF} \times 1.00 = 5,490 \text{ SF}$$

**$\frac{\text{Effective Net Building Area}}{\text{Total Effective Net Building Area of District}} \times \text{Total SAD Costs} = \text{SAD Charge}$**

$$\frac{5,490 \text{ SF}}{437,641 \text{ SF}} \times \$84,223.76 = \$998.64$$

**SAD Charge is \$998.64**

## **City of Hastings**

### **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Hastings City Council will hold a public hearing on Monday April 27, 2026, at 7:00 PM in the Council Chambers, second floor of City Hall, 201 East State Street, Hastings, Michigan.

The purpose of the Public Hearing is for City Council to hear comments and determine the necessity of improvements and the establishment of a special assessment district for the Downtown Parking Special Assessment District for 2026.

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

Linda Perin  
City Clerk





# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Set Hearing for Final Assessment Role for Parking Special Assessment**

**Meeting Date: April 27, 2026**

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## Recommended Action:

Motion to set a public hearing on **May 11, 2026**, to accept comment on the final assessment role for the downtown parking special assessment.

## Background Information:

Annually, a Special Assessment District is created to help cover the cost of some parking lot maintenance in the downtown area, primarily for snow removal. The cost of the assessment has been based on a formula. The DDA also contributes to parking maintenance in addition to what is collected through this assessment.

## Financial Implications:

If the SAD is not re-created, the city's General Fund will have to cover the cost.

## Attachments:

None.



# Regular Council Agenda Item Memorandum

**To:** Mayor Tossava and City Council

**From:** Dan King

**Subject:** Schedule Public Hearing for North Ridge Estates Condominiums Planned Unit Development Modification and Final Site Plan Amendment

**Meeting Date:** April 27, 2026

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## Recommended Action:

Motion to schedule a public hearing for North Ridge Estates Condominiums Planned Unit Development modification and final site plan amendment for the **May 26, 2026**, City Council meeting.

## Background Information:

City Council adopted Ordinance #636 on January 26, 2026, establishing the North Ridge Estates Condominiums Planned Unit Development (PUD). The permitted uses of the PUD included eight (8) 3-unit single-family condominiums, three (3) 4-unit single-family condominiums, and one (1) 2-unit single-family residential condominium with a total unit count of 38. The developers have applied to the Planning Commission to modify the PUD to amend the permitted uses to eighteen (18) 2-unit single-family condominiums with a total unit count of 36. The Planning Commission has scheduled a public hearing for the May 4, 2026, meeting to review and consider the PUD modification and final amended site plan. Traditionally, the City Council would schedule a public hearing after receiving a recommendation from the Planning Commission. To expedite the PUD process, staff is requesting City Council to schedule the public hearing for the PUD modification and final amended site plan review for the May 26, 2026, City Council meeting.

Since the proposed modification is less impactful from both a design and density standpoint, staff is comfortable with the request.

## Financial Implications:

There are no direct financial implications from this request.



# Regular Council Agenda Item Memorandum

Attachments:

- Planning Commission Public Hearing Notice

# City of Hastings

## NOTICE OF PUBLIC HEARING NORTH RIDGE ESTATES CONDOMINIUMS PLANNED UNIT DEVELOPMENT MODIFICATION AND FINAL SITE PLAN APPROVAL

The Planning Commission for the City of Hastings will hold a Public Hearing for the purpose of hearing written and/or oral comments from the public concerning North Ridge Estates Condominiums Planned Unit Development Modification and final amended site plan approval for property located at 1700 N. Jefferson Street Block parcel #08-55-155-000-00. The Planning Commission will review and consider final amended site plan approval for the development and construction of eighteen (18) two (2) unit attached residential site condominiums. The original site plan approval included three (3) four-unit, eight (8) three-unit and one (1) two-(2) unit attached residential site condominium. The public hearing will be held at 7:00 PM on Monday May 4, 2026, in the City Council Chambers on the second floor of City Hall, 201 East State Street, Hastings, Michigan 49058.



A copy of the proposed site plan and map are available for public inspection from 9:00 AM to 4:00 PM Monday through Friday at the Office of the Community Development Director, 201 East State Street, Hastings, Michigan 49058. Questions or comments can be directed to Dan King, Community Development Director, at 269.945.2468 or [dking@hastingsmi.gov](mailto:dking@hastingsmi.gov).

The City will provide necessary reasonable aids and services upon five days' notice to the City Clerk at 269.945.2468 or TDD call relay services 800.649.3777.

Linda Perin  
City Clerk

Please publish in the April 16, 2026, edition of the Hastings Banner.

Received by \_\_\_\_\_ on \_\_\_\_\_ as representative of the Hastings Banner.

Received by \_\_\_\_\_ on \_\_\_\_\_ as representative of the Hastings Banner.



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Schedule Public Hearing for Budget and Millage Rates for 2026-2027**

**Meeting Date: April 27, 2026**

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Recommended Action:

Motion to schedule a public hearing to accept comment regarding the 2026-2027 budget and millage rates on **May 11, 2026, at 7:00 PM.**

Background Information:

A public hearing is required to be held prior to the Council's adoption of the new budget.

Financial Implications:

The hearing is required.

Attachments:

None.



# Regular Council Agenda Item Memorandum

**To: Hastings City Council**

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

**Subject: Information on Building Department Service Options**

**Meeting Date: April 27, 2026**

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## Recommended Action:

It is the opinion of staff that continuing with PCI is the most advantageous option. While alternative approaches may be viable, they present challenges and fewer overall benefits to city residents. Our present contract is auto-renewing; no action is necessary.

## Background Information:

At the August 11, 2025 regular meeting of the city council, the council voted to approve a one year, auto-renewing contract with PCI for construction code administration and rental inspection services. It was expressed at that meeting that staff should research the feasibility and efficacy of alternative building inspection service options.

Three alternatives were considered, including establishing an in-house department, contracting with another building code service, or contracting with a neighboring municipal department through an intergovernmental agreement.

Most neighboring townships utilize PCI for their building permit and inspection services. Rutland Township is an exception, contracting with AGS (Associated Government Services) for building and electrical inspections, while continuing to use PCI for plumbing and mechanical inspections.

The cost and resources to establish an in-house department make that option infeasible. We have no office space at City Hall and would need to identify and furnish an off-site office. Hours would need to be limited due to relatively low permit volumes; we average 116 permits each year. We would also have to identify, hire, and train office staff and inspectors, as well as purchase the necessary software systems. We would also need to develop and manage the rental inspection system. We would anticipate higher costs associated with the aforementioned



# Regular Council Agenda Item Memorandum

concerns, which would be passed on to the permit holders. Many cities that have their own building departments have struggled with retiring building inspectors and few new applicants.

There are efficiencies of both cost and service to be gained from using a contracted service in the same or a nearby service area. Although there are other service providers, many do not serve this region. AGS and Safebuilt are close, although I don't believe they presently work within the county, other than AGS has limited service to Rutland Township. There is no established office in the city for these providers, and people seeking permits would have to travel for in-person service.

City staff have positive working relationships with PCI inspectors, and communication has been effective. We meet with PCI quarterly to discuss project updates and any issues that need to be resolved. They have also made significant improvements to their technology and permitting systems that streamline processes and now accept credit card transactions. It is notable that PCI has not increased fees for permits in a very long time, and we anticipate that increases are coming soon to meet rising costs.

Financial Implications:

N/A

Attachments:

None.



## Hastings City Police

201 E. State St.

Hastings, MI 49058

(269) 948-4800 Dispatch

(269) 945-5744 Office

(269) 945-4358 Fax



Dale Boulter  
Chief of Police

Julissa Kelly  
Deputy Chief

### Hastings Police Department Council report for the month of March 2026

#### Staffing

Officer Brennan Sensiba has completed his Shadow Phase and has been assigned to a road position. Officer Sensiba will continue in step five of the training for the next several months.

Detective Sergeant Alex Wesseling has moved into her new role as the HPD detective. She will work closely with myself and the Deputy Chief along with other area detectives to continuously develop her skills.

I conducted a Chief's interview with a certified officer seeking employment with HPD. The second step of the process is conducting a three-person interview panel for the same applicant. Following the interviews, HPD and the individual mutually agreed to withdraw the individual from the process.

#### Statistics

Calls for Service: 454

Arrests: 15

Traffic Accidents: 11

Non-Traffic Accidents: 4

Citations: 35 (22 moving, 13 non-moving)

Traffic Stops: 108

#### Reserve Officers

The Reserve Department contributed 21.5 hours for March.

## Training

Seven officers attended training in Lansing on the topics of search and seizure, traffic stops, and criminal investigations. The training was conducted over two days, with some officers attending 16 hours of training and others 8.

Deputy Chief Kelly continues training with Shield Command Level 1 training in Grayling. Each month, she is required to be in person for two days. This training takes place over a five-month period.

Training was conducted with officers regarding the process of entering Pre-Trial Release orders and Bond Conditions and their procedures. Officers do not have the ability to enter the conditions nor cancel them, but must know the process. Officers could be required to retrieve the specific orders if dealing with a subject or if another agency request further information.

## Pre-Trial Release & Conditional Bond Orders

Kris Slagel has developed a process for the new task of entering and maintaining the Pre-Trial Release and Conditional Bond Orders. Everything is going well and the transition has been smooth, thanks to Kris.

## PD Renovation

The pre-construction meeting took place, and we are scheduled to begin with demolition on May 11<sup>th</sup>. Starting the week of April 27<sup>th</sup>, the PD will begin to move to locations within the city hall building. Each person has been assigned a location to operate while our office is under construction. Citizens will continue to receive the same service as always during the construction.

## Code Compliance Report

Attached.

Respectfully submitted,

Dale Boulter

Chief of Police

**HASTINGS CITY COUNCIL  
MONTHLY REPORT  
MONTH OF March 2026  
From Hastings Police Department**

**Chief Dale Boulter**

**Total Complaints: 454**

**Total Arrests: 15**

**Adults 5 A&B-2, OWI-1, DWLS-2.**

**Juveniles: 0**

**Arrests Warrants for Other Departments: 10 Obstructing Justice-10.**

**Traffic Summary:**

**Traffic Accidents: 11**

**Property Damage: 3 Injuries: 8 Fatal: 0 Non-Traffic: 4.**

**Tickets Issued: 35**

**Moving Violations Issued: 22**

**Non-Moving Violations: 13**

## POLICE VEHICLES

TOTAL MILES: **4,229**

TOTAL GALLONS OF FUEL USED: **531.82**

<u>VEHICLE</u>	<u>MILAGE</u>	<u>VEHICLE</u>	<u>MILAGE</u>
<u>41/2020 FORD</u>	<u>76,550</u>	<u>45/2018 FORD</u>	<u>53,217</u>
<u>42/2021 FORD</u>	<u>79,427</u>	<u>46/2022 FORD</u>	<u>11,049</u>
<u>43/2023 FORD</u>	<u>27,401</u>	<u>47/2023 FORD</u>	<u>31,579</u>
<u>44/2025 FORD</u>	<u>8,847</u>	<u>48/2016 FORD</u>	<u>95,819</u>

### ADDITIONAL INFORMATION:

The Hastings Police Reserve officers worked a total of 21.5 hours for the month.

<u>CLASSIFICATION</u>	<u>CURRENT MONTH</u>	<u>PREVIOUS YEAR</u>	<u>YTD CURRENT</u>	<u>YTD PREVIOUS</u>	<u>YTD COMPARED</u>
FATAL ACCIDENTS	0	0	0	0	0
INJURY ACCIDENTS	8	5	12	9	+3
P D ACCIDENTS	3	11	29	43	-14
NON-TRAFFIC	4	5	12	20	-8
SPEEDING	4	12	14	34	-20
OTHER HAZARDOUS	18	13	31	36	-5
NON-HAZARDOUS	13	11	29	45	-16
PARKING	10	1	137	173	-36
<u>TOTAL</u>	60	58	264	360	-96

City of Hastings  
Code Compliance Officer  
March 2026 Activity Report



QUANTITY	COMPLAINT
1	Animal related (90-835)
0	Grass and weeds more than 8" tall (38-105)
10	Compostable yard debris and refuse in right-of-way, snow piles (74-39, 74-71, 74-72)
5	Garbage Code Violations (66-88/89/90/93/94)
31	Vehicles parked on unapproved surfaces – residential zones (90-929)
17	Unlicensed/Inoperable vehicles, parts, or tire storage (38-76, 77, 78)
22	Refuse and debris in unscreened area of yard (90-881, 90-882)
3	Rental Property Issues & Complaints
10	Signage issues/ Signs in Right-Of-Way
7	Fencing Issues
3	Fence Permits Issued
4	Structure & Building Maintenance Issues
0	Recreational Vehicle Issues
0	Abandoned refrigerator w/door attached (54-61)
8	Sidewalk parking/right-of-way obstructions (74-71)
25	Miscellaneous Issues & Complaints
<b>146</b>	<b>Total Violations/Complaints Handled</b>
30	Letters sent
2	Citations issued
156	Follow Ups
<b>NOTES:</b>	<b>Miscellaneous Issues/ Complaints details</b>



Investments & Deposits Status Report as of March 31, 2026

Institution	Account Description	Balance	Interest Rate
<b>Flagstar</b>	Common Cash (Primary Checking)	\$ 2,556,369.75	0.45%
	Payroll	\$ 37,640.42	0.45%
	Savings	\$ 903,266.05	2.63%
	**Tax Collection	\$ 456,616.97	N/A
	<b>Total</b>	<b>\$ 3,953,893.19</b>	
<i>** Includes funds collected on behalf of other governmental agencies</i>			
<b>Highpoint</b>	Common Cash	\$ 41,668.30	N/A
	Ambulance Billing	\$ 1,402.01	N/A
	Drug Enforcement	\$ 18,211.94	N/A
	*Tax Collection	\$ -	N/A
	<b>Total</b>	<b>\$ 61,282.25</b>	
<i>* Includes funds collected on behalf of other governmental agencies</i>			
<b>Michigan CLASS</b>	General Fund (Pooled)	\$ 6,814,892.01	3.7443%
	Water & Sewer	\$ 626,218.29	3.7443%
	Equipment Fund	\$ 318,062.89	3.7443%
	<b>Total</b>	<b>\$ 7,759,173.19</b>	
<b>American Dep Mgmt Co</b>	Money Market Account	\$ 4,114,959.89	3.47%
<b>Huntington Bank</b>	Brokerage Account-Fire Department <i>Sage Trust Beneficiary Distribution</i>	\$ 829,316.43	N/A

<b>Total, All Investments &amp; Deposits</b>	<b>\$ 16,718,624.95</b>
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Institution	Balance	% of Total
Flagstar	\$ 3,953,893.19	23.6%
Highpoint	\$ 61,282.25	0.4%
Michigan CLASS	\$ 7,759,173.19	46.4%
American Dep Mgmt Co	\$ 4,114,959.89	24.6%
Huntington Bank	\$ 829,316.43	5.0%
<b>Total</b>	<b>\$ 16,718,624.95</b>	<b>100.0%</b>

Type of Investment or Deposit	Balance	% of Total
Interest	\$ 16,200,725.73	96.9%
Non-Interest	\$ 517,899.22	3.1%
<b>Total</b>	<b>\$ 16,718,624.95</b>	<b>100.00%</b>



# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 9 MONTHS ENDING MARCH 31, 2026

THIS YEAR FISCAL YTD 31-MAR-26	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAR-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
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### FUND 101 - GENERAL FUND

#### REVENUE

TAXES	3,793,846.58	3,746,294	101.00%	3,623,852.48	3,638,300	100.00%
SPECIAL ASSESSMENTS	43,037.96	43,650	99.00%	43,221.00	32,500	133.00%
LICENSES & PERMITS	11,196.56	17,775	63.00%	21,129.01	19,250	110.00%
FEDERAL REVENUES	.00	0	0.00%	.00	236,216	0.00%
STATE SHARED REVENUES	664,071.03	1,153,016	58.00%	884,135.06	1,139,391	78.00%
INTERGOVERNMENTAL REVENUES	247,692.15	570,000	43.00%	693,963.18	923,228	75.00%
CHARGES FOR SERVICES	589,448.97	646,150	91.00%	34,802.47	668,100	5.00%
FINES & FORFEITURES	13,404.17	10,000	134.00%	11,551.49	8,500	136.00%
INTEREST AND RENTALS	966,731.96	430,840	224.00%	310,885.48	335,400	93.00%
OTHER REVENUE	979,901.73	73,500	1333.00%	146,998.68	451,300	33.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>7,309,331.11</b>	<b>6,691,225</b>	<b>109.00%</b>	<b>5,770,538.85</b>	<b>7,452,185</b>	<b>77.00%</b>

#### EXPENDITURES

CITY COUNCIL	52,129.37	77,525	67.00%	60,369.40	82,326	73.00%
MAYOR	9,461.70	16,445	58.00%	11,270.01	14,811	76.00%
CITY MANAGER	181,680.19	265,750	68.00%	147,451.08	192,810	76.00%
FINANCE DEPARTMENT	333,035.89	446,096	75.00%	271,663.31	396,945	68.00%
CLERK	85,750.69	121,552	71.00%	87,743.02	117,396	75.00%
INFORMATION TECHNOLOGY	181,791.29	271,100	67.00%	188,934.50	244,000	77.00%
BOARD OF REVIEW	1,972.58	2,612	76.00%	2,483.21	2,512	99.00%
TREASURER	77,988.47	95,730	81.00%	58,106.43	83,928	69.00%
ASSESSOR	133,622.14	197,742	68.00%	113,292.02	171,282	66.00%
ELECTIONS	39,396.01	57,681	68.00%	31,369.95	56,368	56.00%
CITY HALL & GROUNDS	274,179.22	523,500	52.00%	84,281.15	158,950	53.00%
LEGAL AND AUDIT	52,113.00	73,500	71.00%	51,255.00	70,000	73.00%
OTHER GENERAL GOVERNMENT	540,879.46	568,147	95.00%	827,187.11	588,415	141.00%
POLICE	1,410,139.13	2,327,377	61.00%	1,390,328.94	2,099,689	66.00%
CODE COMPLIANCE	27,764.56	55,660	50.00%	33,817.44	50,962	66.00%
FIRE DEPARTMENT	588,053.12	662,032	89.00%	343,203.59	524,545	65.00%
INSPECTIONS	30,578.00	65,000	47.00%	46,547.00	100,000	47.00%
DEPT OF PUBLIC SERVICE ADMIN	59,674.48	60,082	99.00%	110,670.22	159,240	69.00%
PARKING LOTS - NON SAD	6,773.82	21,000	32.00%	7,213.69	23,000	31.00%
PARKING LOTS - SAD	17,449.09	31,460	55.00%	251,531.27	267,500	94.00%
STREET LIGHTING	74,762.17	118,000	63.00%	83,720.86	99,500	84.00%
COMMUNITY SERVICES	335,871.79	406,328	83.00%	183,737.04	300,355	61.00%
BROWNFIELD GRANT	.00	0	0.00%	.00	0	0.00%
PLANNING AND ZONING	6,558.77	16,636	39.00%	8,048.07	18,685	43.00%
JOINT PLANNING & ZONING	1,280.06	1,350	95.00%	37.50	400	9.00%
COMMUNITY & ECONOMIC DEVELOPMNT	116,897.50	160,957	73.00%	111,942.23	143,143	78.00%

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 9 MONTHS ENDING MARCH 31, 2026

THIS YEAR FISCAL YTD YTD ACTUAL	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAR-25	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET
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### *FUND 101 - GENERAL FUND*

COMMUNITY DEVELOPMENT GRANTS	.00	100	0.00%	61,536.50	65,100	95.00%
CABLE ACCESS	7,605.16	12,422	61.00%	9,903.67	13,776	72.00%
PARKS AND RECREATION	374,282.63	542,581	69.00%	228,479.56	1,344,325	17.00%
ARTS AND CULTURAL ACTIVITIES	45,404.46	41,840	109.00%	69,952.68	81,526	86.00%
OTHER FINANCING USES	281,624.00	281,624	100.00%	549,696.00	549,696	100.00%
<hr/>						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	5,348,718.75	7,521,829	71.00%	5,425,772.45	8,021,185	68.00%
<hr/>						
NET REVENUE OVER EXPENDITURES	1,960,612.36	( 830,604)		344,766.40	( 569,000)	
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# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 9 MONTHS ENDING MARCH 31, 2026

	THIS YEAR FISCAL YTD 31-MAR-26	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAR-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
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### **FUND 202 - MAJOR STREETS**

REVENUES	592,903.40	841,849	70.00%	628,364.26	1,235,556	51.00%
INCOMING TRANSFERS	.00	0	0.00%	225,000.00	225,000	100.00%
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>592,903.40</b>	<b>841,849</b>	<b>70.00%</b>	<b>853,364.26</b>	<b>1,460,556</b>	<b>58.00%</b>
EXPENDITURES	520,884.41	805,878	65.00%	381,176.07	1,593,169	24.00%
OUTGOING TRANSFERS	150,000.00	150,000	100.00%	.00	150,000	0.00%
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>670,884.41</b>	<b>955,878</b>	<b>70.00%</b>	<b>381,176.07</b>	<b>1,743,169</b>	<b>22.00%</b>
NET REVENUE OVER EXPENDITURES	( 77,981.01)	( 114,029)		472,188.19	( 282,613)	

### **FUND 203 - LOCAL STREETS**

REVENUES	240,541.80	370,551	65.00%	251,253.48	373,772	67.00%
INCOMING TRANSFERS	250,000.00	250,000	100.00%	150,000.00	300,000	50.00%
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>490,541.80</b>	<b>620,551</b>	<b>79.00%</b>	<b>401,253.48</b>	<b>673,772</b>	<b>60.00%</b>
EXPENDITURES	467,115.91	688,525	68.00%	432,880.09	721,691	60.00%
OUTGOING TRANSFERS						
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>467,115.91</b>	<b>688,525</b>	<b>68.00%</b>	<b>432,880.09</b>	<b>721,691</b>	<b>60.00%</b>
NET REVENUE OVER EXPENDITURES	23,425.89	( 67,974)		( 31,626.61)	( 47,919)	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 9 MONTHS ENDING MARCH 31, 2026

	THIS YEAR FISCAL YTD 31-MAR-26	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAR-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
<b><i>FUND 209 - CEMETERY FUND</i></b>						
REVENUES	232,743.89	235,401	99.00%	229,478.53	273,779	84.00%
INCOMING TRANSFERS						
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>232,743.89</b>	<b>235,401</b>	<b>99.00%</b>	<b>229,478.53</b>	<b>273,779</b>	<b>84.00%</b>
EXPENDITURES	108,889.38	178,883	61.00%	219,987.73	312,362	70.00%
OUTGOING TRANSFERS						
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>108,889.38</b>	<b>178,883</b>	<b>61.00%</b>	<b>219,987.73</b>	<b>312,362</b>	<b>70.00%</b>
 NET REVENUE OVER EXPENDITURES	 <b>123,854.51</b>	 <b>56,518</b>		 <b>9,490.80</b>	 <b>( 38,583)</b>	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 9 MONTHS ENDING MARCH 31, 2026

THIS YEAR FISCAL YTD 31-MAR-26	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAR-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
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### *FUND 243 - BROWNFIELD REDEVELOPMENT AUTH*

REVENUES	97,063.64	140,450	69.00%	143,417.24	63,200	227.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	97,063.64	140,450	69.00%	143,417.24	63,200	227.00%
EXPENDITURES	39,187.34	41,000	96.00%	.00	45,000	0.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	39,187.34	41,000	96.00%	.00	45,000	0.00%
NET REVENUE OVER EXPENDITURES	57,876.30	99,450		143,417.24	18,200	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 9 MONTHS ENDING MARCH 31, 2026

THIS YEAR FISCAL YTD 31-MAR-26	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAR-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
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### *FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY*

REVENUES	1,203,699.12	836,300	144.00%	1,078,692.86	807,950	134.00%
INCOMING TRANSFERS						
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>1,203,699.12</b>	<b>836,300</b>	<b>144.00%</b>	<b>1,078,692.86</b>	<b>807,950</b>	<b>134.00%</b>
EXPENDITURES	615,493.83	789,229	78.00%	1,567,837.52	883,391	177.00%
OUTGOING TRANSFERS						
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>615,493.83</b>	<b>789,229</b>	<b>78.00%</b>	<b>1,567,837.52</b>	<b>883,391</b>	<b>177.00%</b>
NET REVENUE OVER EXPENDITURES	<b>588,205.29</b>	<b>47,071</b>		<b>( 489,144.66)</b>	<b>( 75,441)</b>	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 9 MONTHS ENDING MARCH 31, 2026

	THIS YEAR FISCAL YTD 31-MAR-26	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAR-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
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### *FUND 265 - DRUG ENFORCEMENT*

REVENUES	5.00	0	0.00%	30.00	2,500	1.00%
INCOMING TRANSFERS						
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>5.00</b>	<b>0</b>	<b>0.00%</b>	<b>30.00</b>	<b>2,500</b>	<b>1.00%</b>
EXPENDITURES	4,546.60	5,000	91.00%	( 480.00)	5,600	(9.00%)
OUTGOING TRANSFERS						
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>4,546.60</b>	<b>5,000</b>	<b>91.00%</b>	<b>( 480.00)</b>	<b>5,600</b>	<b>(9.00%)</b>
NET REVENUE OVER EXPENDITURES	( 4,541.60)	( 5,000)		510.00	( 3,100)	

### *FUND 266 - POLICE TRAINING*

REVENUES	4,098.95	3,600	114.00%	1,597.62	3,400	47.00%
INCOMING TRANSFERS						
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>4,098.95</b>	<b>3,600</b>	<b>114.00%</b>	<b>1,597.62</b>	<b>3,400</b>	<b>47.00%</b>
EXPENDITURES	984.46	6,800	14.00%	2,872.11	4,900	59.00%
OUTGOING TRANSFERS						
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>984.46</b>	<b>6,800</b>	<b>14.00%</b>	<b>2,872.11</b>	<b>4,900</b>	<b>59.00%</b>
NET REVENUE OVER EXPENDITURES	3,114.49	( 3,200)		( 1,274.49)	( 1,500)	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 9 MONTHS ENDING MARCH 31, 2026

	THIS YEAR FISCAL YTD 31-MAR-26	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAR-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
<b>FUND 271 - LIBRARY FUND</b>						
<b>OPERATIONS</b>						
<hr/> <hr/>						
OPERATING REVENUES	766,357.03	709,941	108.00%	737,376.69	673,516	109.00%
OPERATING INCOMING TRANSFERS						
TOTAL OPERATING REV & IN TRNSFRS	766,357.03	709,941	108.00%	737,376.69	673,516	109.00%
OPERATING EXPENDITURES	518,714.70	713,969	73.00%	541,605.67	656,799	82.00%
OPERATING OUTGOING TRANSFERS						
TOTAL OPERATING EXP & OUT TRNSFRS	518,714.70	713,969	73.00%	541,605.67	656,799	82.00%
NET OPERATING REV OVER EXP	247,642.33	( 4,028)		195,771.02	16,717	
<b>CAPITAL IMPROVEMENTS</b>						
<hr/> <hr/>						
CAP IMPRVMT EXPENDITURES	.00	0	0.00%	.00	0	0.00%
CAP IMPRVMT OUTGOING TRANSFERS						
TOTAL CAP IMPRVMT EXP & OUT TRNSFRS	.00	0	0.00%	.00	0	0.00%
NET CAP IMPRVMT REV OVER EXP	.00	0		.00	0	



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<b><i>FUND 590 - SEWER FUND</i></b>						
REVENUES	2,391,071.89	2,998,142	80.00%	.00	0	0.00%
INCOMING TRANSFERS						
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>2,391,071.89</b>	<b>2,998,142</b>	<b>80.00%</b>	<b>.00</b>	<b>0</b>	<b>0.00%</b>
EXPENDITURES	1,561,986.44	2,521,814	62.00%	.00	0	0.00%
OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>1,561,986.44</b>	<b>2,521,814</b>	<b>62.00%</b>	<b>.00</b>	<b>0</b>	<b>0.00%</b>
 NET REVENUE OVER EXPENDITURES	 <b>829,085.45</b>	 <b>476,328</b>		 <b>.00</b>	 <b>0</b>	

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<b><i>FUND 591 - WATER FUND</i></b>						
REVENUES	1,539,794.41	1,919,400	80.00%	.00	0	0.00%
INCOMING TRANSFERS						
<b>TOTAL REVENUE &amp; INCOMING TRANSFERS</b>	<b>1,539,794.41</b>	<b>1,919,400</b>	<b>80.00%</b>	<b>.00</b>	<b>0</b>	<b>0.00%</b>
EXPENDITURES	1,251,055.62	2,257,234	55.00%	.00	0	0.00%
OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%
<b>TOTAL EXPENDITURES &amp; OUTGOING TRANSFERS</b>	<b>1,251,055.62</b>	<b>2,257,234</b>	<b>55.00%</b>	<b>.00</b>	<b>0</b>	<b>0.00%</b>
 NET REVENUE OVER EXPENDITURES	 <b>288,738.79</b>	 <b>( 337,834)</b>		 <b>.00</b>	 <b>0</b>	

# CITY OF HASTINGS

## SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 9 MONTHS ENDING MARCH 31, 2026

	THIS YEAR FISCAL YTD 31-MAR-26	REVISED BUDGET 2025-2026	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAR-25	REVISED BUDGET 2024-2025	FISCAL YTD % OF BUDGET
<i><b>FUND 661 - EQUIPMENT REVOLVING FUND</b></i>						
REVENUES	706,644.32	870,000	81.00%	652,144.75	908,000	72.00%
INCOMING TRANSFERS						
TOTAL REVENUE & INCOMING TRANSFERS	706,644.32	870,000	81.00%	652,144.75	908,000	72.00%
EXPENDITURES	442,292.35	534,080	83.00%	359,774.89	626,963	57.00%
OUTGOING TRANSFERS						
TOTAL EXPENDITURES & OUTGOING TRANSFERS	442,292.35	534,080	83.00%	359,774.89	626,963	57.00%
NET REVENUE OVER EXPENDITURES	264,351.97	335,920		292,369.86	281,037	



## Hastings City Council Memorandum

**Date:** April 21, 2026  
**To:** Honorable Mayor Tossava & Members of the Hastings City Council  
**From:** Dan King, Community Development Director  
**Subject:** April Community Development Department Report

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

### Barry Roubaix

The 17<sup>th</sup> annual Barry Roubaix Bike Race was a resounding success! Over 5,500 riders braved the early morning participation and cold front that came through during the overnight hours. Plans are underway for the 2027 event.



### DDA Strategic Plan

Double Haul Solutions has prepared a draft strategic plan. Upon review and approval of the plan document by the DDA, the document will be shared with City Council. The strategic plan will guide DDA activities from 2026 through 2031.

## **Planning Commission**

The Planning Commission will be conducting a public hearing during the May 4<sup>th</sup> meeting to review and consider site plan approval and special use for Corewell Health – Pennock Hospital to construct green space and a community garden at 901 W. Green Street.

The Planning Commission will also conduct a public hearing to review and consider a modification and amended final site plan for the North Ridge Estates Condominium Planned Unit Development located at 1700 N. Jefferson Street Block.

## **State Street Corridor West of Broadway**

The State Street corridor survey closed on April 17<sup>th</sup>. Progressive Companies will be convening the steering committee the first full week in May to discuss the survey results in preparation for a presentation to City Council.

## **Planet Fitness**

The general contractor for Planet Fitness is currently renovating space in the retail center at 760 W. State, formerly occupied by the B2 Outlet Store.

## **Meadowstone Apartments III**

A representative from Meadowstone Apartments III at 712 Barfield Drive communicated that the recently completed three apartment buildings are currently at 48% committed occupancy and plans are underway to commence construction on the additional two apartment buildings.

## **Hastings Riverwalk Lofts**

With construction on the Hastings Riverwalk Lofts at 328 and 420 E. Mill Street progressing, leasing applications are now being accepted. For more information, feel free to use the following links: [contact@hastingsriverwalklofts.com](mailto:contact@hastingsriverwalklofts.com) or [www.hastingsriverwalkslofts.com](http://www.hastingsriverwalkslofts.com). Information is also available by calling 616-306-9330.

## **Farmers Market**

The Hastings Farmers Market kicks off the season on Saturday May 2<sup>nd</sup> and will run through the end of October. Market days are Wednesdays 11:00 AM to 4:00 PM and Saturdays 9:00 AM to 1:00 PM.

**Upcoming Events**

Girls Night Out May 7th 5:00 PM to 8:00 PM

Memorial Day Parade May 25th

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



**CITY OF HASTINGS**  
**PLANNING COMMISSION MEETING MINUTES**  
**April 6, 2026**

The meeting was called to order at 7:00 p.m. by Chairperson Hatfield with the following Commissioners present: David Hatfield, Nichole Lyke, Bill Mattson, Sarah Moyer-Cale, and David Tossava.

Absent: Levi Bolthouse, Scott Darling, Jacquie McLean, and Tom Wiswell. Student member Meredith Ansorge was also absent.

Also present: Planning Consultant Rebecca Harvey

It was MOVED by Mattson and SECONDED by Tossava to approve the agenda as amended by removing the hearing for a special land use at 134 E. Court Street. All members present voting yes; motion carried.

It was MOVED by Mattson and SECONDED by Lyke to approve the March, 2, 2026 meeting minutes as presented. All members present voting yes; motion carried.

None.

None.

The Commission reviewed and discussed the proposed food truck park.

It was MOVED by Tossava and SECONDED by Mattson to conditionally approve the Food Truck Park as presented to be open from 4:00 pm until 8:00 pm on Fridays from May 1 – October 31, with the following contingencies:

1. Zoning Administrator to contact and resolve concerns with pedestrian safety and merchandise display related to the Family Farm and Home store.
2. Written verification from the property owner that the site is approved for food trucks.

The Planning Commission reviewed the PUD plan and no significant comments were made. It was MOVED by Tossava and SECONDED by Lyke to schedule a public hearing for the May 4, 2026 regular meeting. All members present voting yes; motion carried.

It was MOVED by Mattson and SECONDED by Lyke to accept and recommend approval of the 2026 CIP to the City Council as presented. All members present voting yes; motion carried.

Motion by Mattson and SECONDED by Lyke to allow the public hearing for the special land use proposal at 134 E. Court Street to be scheduled administratively once all required items are ready. All members present voting yes; motion carried.

**Call to Order**

**Approval of the Agenda**

**Approval of the Minutes**

**Information**

**Public Hearing:**

**New Business:**  
Food Truck Park  
760 W. State St.

Preliminary PUD  
plan review –  
North Ridge  
Estates

2026 CIP

**Old Business**  
134 E. Court St

JPA/JPC Update

The JPA will meet later in April. The JPC has not met recently, but will review the site plan for the new Meijer store at the May or June meeting.

The work task list was noted as received.

The tracker was noted as received. It was requested that an explanation of the rankings be presented to the commission at the next meeting.

None.

None.

None.

It was MOVED by Tossava and SECONDED by Lyke to adjourn the meeting. All members present voting yes; motion carried. The meeting was adjourned at 7:26 p.m.

Respectfully submitted,

Sarah Moyer-Cale,  
Secretary

Work Task List

Tracking Terms  
and Conditions

**Public Comment**

**Staff Comments**

**Commission  
Comments**

**Adjournment**



**City of Hastings**  
**Downtown Development Authority**  
**DRAFT Meeting Minutes**

**April 16, 2026**

**1. Meeting Call to Order and Roll Call—**

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

**Roll Call –**

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

Absent: Albrecht, Patterson (student representative)

City Staff and Appointees: DeVries, Jaquays, King, Ponsetto, Resseguie

Others Present:

**2. Pledge to the Flag**

**3. Approval/Additions/Deletions to Agenda –**

Woods added discussion of DDA Transfer of Funds to the City as item D. under Old Business.

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

All ayes motion carried.

**4. Approval of Minutes –**

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

All ayes motion carried.

**5. Financial Statements & Budget for Review –**

King gave the DDA an update and answered questions about the current budget and the draft Fiscal Year 2026/2027 budget.

**6. Façade and BEIG Update-**

King said the façade grant spreadsheet has been updated through March 31, 2026.

**7. Open Public Comment and Discussion – None**

**8. Old Business-**

**A. Review and Consider Façade Grant Application from Kevin Anderson for the Rear Façade of 148 E. State St.-**

Motion by Tossava, second by Hatfield, to approve the façade grant application for 148 E. State St. totaling \$7,350.

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

Nays: Wiswell

Absent: Albrecht

Motion carried 7 – 1.

**B. 133 E. State Street Open Space Design Discussion-**

Discussed DeVries' design and other potential options for the space to make it more attractive and functional. The board asked staff to research possible grant funding for the project. Staff were asked to coordinate with the Department of Public Service to have the area graded and seeded.

Schantz left the meeting at 8:57 a.m.

**C. Revisit \$40,000 Expenditure for Replacement of Fencing/Landscape Screen at Tyden Park Parking Lot-**

Motion by Peterson, second by Hatfield, to approve the expenditure of up to \$40,000 for the replacement of fencing and landscape screen at the Tyden Park parking lot.

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

Nays:

Absent: Albrecht, Schantz

All ayes motion carried.

**D. Discuss Transfer of Funds from DDA to the City of Hastings-**

Discussed earlier in the meeting during the Financial Statement and Budget Review.

**9. New Business**

**A. Review and Consider Assistant City Manager Jaquays' Recommendation to Approve Street Light Pole Painting Bid from Muscat Painting n the Amount of \$27,438.00-**

Motion by Button, second by Baker to approve the streetlight pole painting bid from Muscat Painting in the amount of \$27,438.

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

Nays:

Absent: Albrecht, Schantz

All ayes motion carried

Button left meeting at 9:20 a.m.

#### **B. Billboard and Mobile Planning 2026 – 2027-**

Motion by Hatfield, second by Wiswell, to continue the current billboard and mobile contract for 2026-2027 at the cost of \$24,534.25.

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

Nays:

Absent: Albrecht, Button

All ayes motion carried.

#### **C. Website Discussion Regarding Mandatory ADA Compliance-**

Discussed the need to update the DDA's website to be ADA compliant by April 2027. The board directed staff to issue an RFP for building a new ADA compliant website.

#### **E. Scope of Work Discussion for Additional Streetscape Improvements-**

Briefly discussed Streetscape for Church and Jefferson streets. Directed staff to add further discussion to the next couple DDA agendas.

#### **9. DDA Member Comment –**

Woods asked how many applications had been received for the downtown maintenance position. Jaquays said she had received one application.

Peterson asked about hiring a Downtown Manager. Woods said she thought that would be included in the strategic plan.

Baker said the streetscape concrete is pitted and crumbling and several of the fiberglass planters are cracked.

Tossava introduced discussion about sun sails or large umbrellas for the spray plaza. The board directed staff to purchase umbrellas or sun sails.

Tossava also asked staff to research the possibility of adding handrails to the center steps at the Thornapple Plaza.

**11. Open Public Comment and Discussion – None**

**12. Adjournment**

Motion by Hatfield, second by Baker, to adjourn

All ayes motion carried

Meeting adjourned at 9:53 a.m.

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Patty Woods, Chair

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Deb Button, Secretary

Prepared by: Sandra Ponsetto, City of Hastings

**City of Hastings  
Brownfield Redevelopment Authority  
DRAFT Meeting Minutes  
April 23, 2026**

Meeting was called to order at 8:04 a.m. by Neil

**1. Roll Call**

Present: Davis, Hatfield, Neil, Tolles, Tossava

Absent: Cowan, Schneiderhaan

Others Present: Jaquays, King, Ponsetto, Brian Farkas, Allen Edwin Homes; Joe Agostinelli, Michigan Growth Advisors

**2. Pledge of Allegiance**

**3. Approval of the Agenda**

Motion by Tossava, second by Hatfield, to approve agenda as presented.

All ayes motion carried.

**4. Approval of Minutes of the March 12, 2026 Special BRA Meeting**

Motion by Hatfield, second by Tolles, to approve the minutes as presented.

All ayes motion carried.

**5. Public Hearing** - None

**6. New Business** – None

**7. Old Business**

- A. Review and consider conceptual Development and Reimbursement Agreement between the City of Hastings Brownfield Redevelopment Authority and WFH Bachman Fields, LLC.

Motion by Hatfield, second by Davis, to approve the Brownfield Plan Reimbursement Agreement (“Agreement”) in concept and adopt Resolution 2026-01 with the understanding that the “Agreement” may be subject to further developer/city review and

approval is conditioned upon the final "Agreement" being substantially similar to the BRA approval.

All ayes motion carried.

**6. Open Public Discussion and Comments-** None

**7. BRA Member Comments –**

Carole Davis announced that she will be retiring from Kellogg Community College in June and so will be resigning from her seat on the BRA.

**8. Adjournment-**

Motion by Hatfield, second by Tossava, to adjourn.

All ayes motion carried.

Meeting adjourned 8:26 a.m.

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Clint Neil  
Chair

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Brad Tolles  
Vice Chair

Prepared by Sandy Ponsetto, City of Hastings