



Regular Council Meeting
June 8, 2026
Executive Summary

Item #	Summary
10A	<p>Description: Ordinance 637 North Ridge Estates PUD Amendment</p> <p>Recommended Action: Conduct second reading and make motion to adopt Ordinance 637 for the North Ridge Estates Condominiums Planned Unit Development Amendment.</p>
10B	<p>Description: 2026 Amendment to Intergovernmental Agreement for Sharing Urban Services</p> <p>Recommended Action: Motion to approve the 2026 amendment to the intergovernmental agreement for sharing urban services as presented.</p>
10C	<p>Description: Resolution 2026-11 Contract for Conditional Transfer of Property Pursuant to Public Act 425 of 1984</p> <p>Recommended Action: Motion to adopt Resolution 2026-11 to approve a contract for the conditional transfer of property pursuant to Public Act 425 of 1984.</p>



City of *Hastings* Michigan

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

201 E. State Street 49058

Item #	Summary
10D	<p>Description: Adoption of Four-Party Utility Extension Agreement</p> <p>Recommended Action: Motion to adopt the four-party agreement for extension of city water and wastewater services to a defined area of the township in substantially the same form as attached, with minor changes to be approved by the City Manager and City Attorney.</p>
10E	<p>Description: Grand River Ride to End Multiple System Atrophy (MSA)</p> <p>Recommended Action: Motion to approve, under direction of staff, the request from Michael Scholten representing Grand River Ride to End MSA to provide a rest station in Tyden Park on Saturday, August 29, 2026, from 8:30 AM to 12:00 PM, and adopt Resolution 2026-12, staying the necessary ordinances to conduct the event.</p>
10F	<p>Description: American Pride – Celebrating 250 Years of Freedom Event</p> <p>Recommended Action: Motion to approve, under direction of staff, the request from Jon Rocha representing American Pride – Celebrating 250 Years of Freedom in the Tyden Park pavilions on Saturday, June 27, 2026, from 11:00 AM until 2:00 PM, and adopt Resolution 2026-13, staying the necessary ordinances to conduct the event.</p>



City of *Hastings* Michigan

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

Item #	Summary
10G	<p>Description: Boiler Piping Repairs</p> <p>Recommended Action: Motion to approve Allied Mechanical Services repair quote, not to exceed \$5,500.</p>
10H	<p>Description: West State Street Workshop Meeting</p> <p>Recommended Action: Motion to schedule the West State Street Workshop for Monday, June 22, 2026, at 6:00 PM.</p>

City Council Agenda
June 8, 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 May 26, 2026, regular meeting
- √ 6. Public Hearings: (None)
7. Public Comment:
8. Formal Recognitions and Presentations: (None)
- √ 9. Items for Action by Unanimous Consent: (None)
- √ 10. Items of Business:
 - * A. Conduct second reading and consider adopting **Ordinance 637** for the North Ridge Estates Condominiums Planned Unit Development Amendment.
 - * B. Consider approving the 2026 amendment to the intergovernmental agreement for sharing urban services as presented.
 - * C. Consider adopting **Resolution 2026-11** to approve a contract for the conditional transfer of property pursuant to Public Act 425 of 1984.
 - * D. Consider adopting the four-party agreement for extension of city water and wastewater services to a defined area of the township in substantially the same form as attached, with minor changes to be approved by the City Manager and City Attorney.
 - * E. Consider approving, under direction of staff, the request from Michael Scholten representing Grand River Ride to End MSA to provide a rest station in Tyden Park on **Saturday, August 29, 2026, from 8:30 AM to 12:00 PM**, and adopting **Resolution 2026-12**, staying the necessary ordinances to conduct the event.
 - * F. Consider approving, under direction of staff, the request from Jon Rocha representing American Pride – Celebrating 250 Years of Freedom in the Tyden Park pavilions on **Saturday, June 27, 2026, from 11:00 AM until 2:00 PM**, and adopting **Resolution 2026-13**, staying the necessary ordinances to conduct the event.

- * G. Consider approving Allied Mechanical Services repair quote, not to exceed **\$5,500.**
 - * H. Consider scheduling the West State Street Workshop for **Monday, June 22, 2026, at 6:00 PM.**
 - 11. Staff Presentations and Policy Discussions (None)
 - 12. City Manager Report:
 - * A. Fire Chief Jordan Monthly Report
 - * B. Library Director Edelman Monthly Report
 - * C. Streets Superintendent Neil Monthly Report
 - √ 13. Reports and Communications:
 - * A. Hastings Nature Board Minutes – May 19, 2026
 - * B. Hastings Public Library Board DRAFT Minutes – June 1, 2026
 - * C. Hastings Planning Commission DRAFT Meeting Minutes – June 1, 2026
 - * D. Truck #70 Repair
 - * E. Life EMS Barry County April 2026 Report
 - 14. Public Comment:
 - 15. Mayor and Council comment:
 - 16. Adjourn
- * Items with enclosures.
 √ Motion under agenda heading requires roll call vote.

Guidelines for Public Comment

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

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

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

City Council Meeting Minutes
May 26, 2026

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

Mayor Tossava requested a moment of silence in honor of former Councilmember Dave McIntyre, whose funeral is on **Wednesday, May 27, 2026, at 11:00 AM**, at St. Rose Church.
2. Roll call

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

City Staff and Appointees Present: Moyer-Cale, Boulter, Jaquays, King and Perin
3. Motion by Devroy, with support from Brehm, to excuse Councilmember McLean.

All ayes. Motion carried.
4. Pledge to the flag
5. Approval of the agenda:

Motion by Rocha, with support from Stenzelbarton, to approve the agenda as presented.
All ayes. Motion carried.
6. Approval of the minutes of the May 11, 2026, regular meeting.

Motion by Stenzelbarton, with support from Rocha, to approve the minutes of the May 11, 2026, regular meeting as presented.

Ayes: Barlow, Bergeron, Brehm, Devroy, Resseguie, Rocha, Stenzelbarton and Tossava
Nays: None
Absent: McLean
Motion carried.
7. Public Hearings:
 - A. North Ridge Estates Condominiums Planned Unit Development Modification and Final Site Plan Approval

Overview provided by Dan King, Community Development Director.

Public Hearing Open: 7:08 PM

No public comment.

Public Hearing Closed: 7:08 PM

8. Public Comment: (None)
9. Formal Recognitions and Presentations: (None)
10. Items for Action by Unanimous Consent:
 - A. Consider approving, under the direction of staff, the request from Tanya Morse and Dave Bergstrom representing Kill the Mood Hastings Rockfest to sell merchandise and accept donations on **Saturday, August 8, 2026, from 5:00 PM to 9:00 PM**, at the Thornapple Plaza.

Motion by Brehm, with support from Devroy, to approve, under the direction of staff, the request from Tanya Morse and Dave Bergstrom representing Kill the Mood Hastings Rockfest to sell merchandise and accept donations on **Saturday, August 8, 2026, from 5:00 PM to 9:00 PM**, at the Thornapple Plaza.

Comments from band member David Bergstrom and his father, Dave Bergstrom, explaining their request.

Discussion held, with Dan King providing details on concession sales.

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

Nays: None

Absent: McLean

Motion carried.

- B. Consider approving, under the direction of staff, the request from the Barry County Chamber of Commerce to close Center Street from Broadway to Church Street on **Saturday, July 18, 2026, from 12:00 PM until 6:00 PM**, to conduct the 2026 Barry County Brewfest Event at the Barry Community Foundation parking lot.

Motion by Resseguie, with support from Rocha, to approve, under the direction of staff, the request from the Barry County Chamber of Commerce to close Center Street from Broadway to Church Street on **Saturday, July 18, 2026, from 12:00 PM until 6:00 PM**, to conduct the 2026 Barry County Brewfest Event at the Barry Community Foundation parking lot.

Comments from Kim Martin, Business Manager at Barry Chamber of Commerce, providing overview of event, including new non-alcoholic options, a new local brewery, and wanting the Brewfest to dove-tail with Waldorff's 20th Anniversary Celebration at the Rock the Block Street Party that evening.

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

- C. Consider receiving and placing on file fourteen (14) invoices totaling **\$1,005,283.90.**

Motion by Barlow, with support from Stenzelbarton, to receive and place on file fourteen (14) invoices totaling **\$1,005,283.90.**

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

11. Items of Business:

- A. Consider approving the recommendation of the Planning Commission to amend the Thornapple Meadows (North Ridge Estates) Condominiums Planned Unit Development and Final Amended Development Plan and conduct first reading of **Ordinance 637**, amending the Thornapple Meadows Condominiums Planned Unit Development.

Motion by Stenzelbarton, with support from Rocha, to approve the recommendation of the Planning Commission to amend the Thornapple Meadows (North Ridge Estates) Condominiums Planned Unit Development and Final Amended Development Plan and conduct first reading of **Ordinance 637**, amending the Thornapple Meadows Condominiums Planned Unit Development.

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

- B. Consider approving, under direction of staff, the request from Douglas Logan representing Parkinson's Pitch to hold a bean bag toss tournament on the soccer field in Fish Hatchery Park on **Saturday, August 1, 2026, from 10:00 AM to 6:00 PM**, and adopting **Resolution 2026-10** staying the necessary ordinances to conduct the event.

Motion by Barlow, with support from Devroy, to approve, under direction of staff, the request from Douglas Logan representing Parkinson's Pitch to hold a bean bag toss tournament on the soccer field in Fish Hatchery Park on **Saturday, August 1, 2026, from 10:00 AM to 6:00 PM**, and adopt **Resolution 2026-10** staying the necessary ordinances to conduct the event.

Discussion held, with Douglas Logan present to answer questions.

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

Nays: None

Absent: McLean

Motion carried.

- C. Consider approving the application of dust control on city gravel streets by Leaping Lizards in the amount of **\$6,100**.

Motion by Rocha, with support from Brehm, to approve the application of dust control on city gravel streets by Leaping Lizards in the amount of **\$6,100**.

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

Nays: None

Absent: McLean

Motion carried.

12. Staff Presentations and Policy Discussion: (None)

13. City Manager Report:

- Interviews are being scheduled for the Utilities Superintendent position.
- A few Adopt-A-Corner gardens are still available – Deb Hatfield is the primary contact.

A. Police Chief Boulter Monthly Report

B. City Clerk/Treasurer Perin Monthly Financial Reports

C. Community Development Director King Monthly Report

14. Reports and Communications: (None)

15. Public Comment:

Comments from Jack Longstreet, City of Hastings resident at 263 N East St, asking what the timeframe is for the North Ridge Estates Condominiums to be finished, and asking if there will be a plan for another outlet street for these new developments.

16. Mayor and Council comment:

Comments from Stenzelbarton about Dave McInytyre.

Comments from Rocha, concurred with Jack Longstreet on his observation on including another outlet for all of the new development.

Comments from Tossava, providing more details on the service for Dave McInytyre.

17. Adjourn:

Motion by Rocha, with support from Devroy, to adjourn.
All ayes. Motion carried. Meeting adjourned at 7:37 PM.

Read and Approved:

David J. Tossava, Mayor

Linda Perin, City Clerk

DRAFT



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Conduct Second Reading and Adopt Ordinance 637 for the North Ridge Estates Condominiums Planned Unit Development Amendment

Meeting Date: June 8, 2026

Recommended Action:

Conduct second reading and make motion to adopt **Ordinance 637** for the North Ridge Estates Condominiums Planned Unit Development Amendment

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 received Planning Commission approval to modify the PUD to amend the permitted uses to eighteen (18) 2-unit single-family condominiums with a total unit count of 36. City Council conducted the first reading of the Ordinance during the May 27, 2026, regular Council meeting.

Financial Implications: There are no direct financial implications from this request.

Attachments:

Ordinance #637

City of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

ORDINANCE NO. 637

AN ORDINANCE TO AMEND CHAPTER 90 OF THE HASTINGS CODE OF 1970, AS AMENDED, BY AMENDING THE FOLLOWING: ARTICLE 90-VII-D – NORTH RIDGE ESTATES CONDOMINIUMS PLANNED UNIT DEVELOPMENT, SECTIONS 90-730.20 (1), 90-730.21 (1), AND 90-730.22 (3)

THE CITY OF HASTINGS ORDAINS:

SECTION I.

Chapter 90 is hereby amended by amending Article 90-VII-D North Ridge Estates Condominiums Planned Unit Development, Section 90-730.20 (1), 90-730.21 (1), and 90-730.22 (3).

Sec 90-730.19 Amendment of Zoning Map

The zoning ordinance of the City of Hastings is hereby amended by rezoning the following described lands from PUD Planned Unit Development District to PUD Planned Unit Development District, in accordance with the final amended development plan of the North Ridge Estates Condominiums Planned Unit Development, subject to all of the terms and conditions of this division:

COM N 1/4 POST SEC 8 T3N R8W, TH S0*54'41"W 1509.27FT, TH N88*30'W 514FT TO POB; TH N88*30'W 434.25FT, TH 53.93FT ON LEFT CURVE RADIUS 354.46FT CHORD N17*38'29"W 53.88FT, TH N22*W 145.9FT, TH S68*W 66FT, TH N22*W 97.52FT, TH N88*30'W 480.78FT, TH N01*30'E 478.19FT, TH N88*59'33"W 43.07FT, TH N01*00'27"E 133.45FT, TH N13*17'15"W 68.11FT, TH N01*00'27"E 136.09FT, TH S88*46'18"E 1012.5FT, TH S0*54'41"W 340FT, TH S44*57'22"E 168.81FT, TH S0*54'41"W 550FT, TO POB. EX NORTH RIDGE ESTATES #3. 13.99 ACRES +/-.

General Location: Located along the east side of Calgary Drive and the north side of Briar Hill Drive and addressed as 1700 N. Jefferson Street Block. This parcel contains approximately 13.99 acres.

Sec 90-730.20 Development Plan

The rezoning of the above-described lands to the PUD Planned Unit Development District, in accordance with the final amended development plan of the North Ridge Estates Condominium Planned Unit Development ("the development"), is expressly subject to all the following terms and conditions:

1. Development plan. The North Ridge Estates Condominiums Planned Unit Development shall comply in all respects with the final amended PUD plan of the development. The

final development plan has a last revision date of March 23, 2026, as prepared by Pathfinder Engineering, Inc., and also includes the landscaping plan dated March 25, 2026, the application for planned unit development rezoning; the October 16, 2025, project summary narrative; and all other materials submitted with the application, except to the extent that any such materials may be inconsistent with this ordinance.

2. The final PUD plan of the development includes the conditionally approved preliminary site condominium plan.

Sec 90-730.21 Permitted Uses

1. The North Ridge Estates Condominiums PUD is approved for use as 18- 2-unit single family residential condominium with a total unit count of 36.

Sec 90-730.22 Development Requirements

1. Setbacks will conform to R-2 Single Family Residential District standards.
2. Unit sizes will range from 1,100 to 2,000 square feet.
3. Building width will be 68 feet.
4. Calgary Drive will be extended from the west and Briar Hill Drive will be extended from the south and will be subject to city public road construction standards. Sidewalks will be constructed on both sides of the Calgary and Briar Hill public road extensions subject to city sidewalk construction standards.
5. The stormwater management plan and utility system (sewer/water) proposal shall be subject to City review/approval, per the approval of the Planning Commission on December 1, 2025.
6. The location, description, use/occupancy and maintenance provisions for all general and limited common elements shall be provided in the master deed for the project and shall be subject to City review/approval.
7. The development will adhere to the 10% Open Space minimum requirement.

Sec 90-730.23 Findings

The city council hereby determines that the development complies with the provisions of the city zoning ordinance and promotes its intent and purpose. The council further finds that the development, upon construction and use in full compliance with all of the terms and provisions of this division and the city zoning ordinance, will be compatible with city master plan, adjacent uses of lands, the natural environment and the capacities of public services and facilities affected by the department. the city council further determines that the development will not have unreasonable economic impact on adjacent lands and will not change the essential character of the area.

SECTION II.

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

SECTION III.

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

Moved by , with support by , that Ordinance No. **637** be adopted as read.

YEAS:

NAYS:

ABSENT:

Adoption Date:

Effective Date:

First Reading: May 26, 2026

Second Reading:

CITY OF HASTINGS

By: Linda Perin
Hastings City Clerk

CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the City of Hastings, Michigan, does hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Hastings, at a regular meeting of the City Council on the 8th day of June 2026, at which meeting a quorum was present and remained throughout, and that the original of said Ordinance is on file in the records of the City of Hastings. I further certify that the meeting was conducted, and public notice was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Dated:

Linda Perin
City Clerk



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: 2026 Amendment to Intergovernmental Agreement for Sharing Urban Services

Meeting Date: June 8, 2026

Recommended Action:

Motion to approve the 2026 amendment to the intergovernmental agreement for sharing urban services as presented.

Background Information:

The 2012 Intergovernmental Agreement for Sharing Urban Services is the foundational agreement upon which the subsequent urban services agreements have been created and adopted. This foundational document requires that urban services districts be contiguous and does not address private parties' direct financial contributions toward utility extensions. The proposed amendments allow for these options more clearly.

Financial Implications:

None.

Attachments:

- 2026 Amendment (Final 4-8-26)
- 2012 Intergovernmental Agreement

**2026 AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR SHARING
URBAN SERVICES**

This Agreement, made this _____ day of _____, 2026, between Rutland Charter Township, 2461 Heath Road, Hastings, Michigan, 49058 (the “Township”) and the City of Hastings, 201 East State Street, Hastings, Michigan, 49058 (the “City”), amends specific provisions of the Intergovernmental Agreement For Sharing Urban Services, dated August 13, 2012, between the Township and the City (the “Intergovernmental Agreement”), pursuant to Section 8.1, titled “Amendment,” of the Intergovernmental Agreement to facilitate the specific terms of an Urban Services and Economic Development Agreement for the creation of the 4th Urban Services District.

NOW, THEREFORE, the City and Township agree as follows:

1. Amendment to Section 2.1. Section 2.1, “Definitions,” of the Intergovernmental Agreement is amended to change the definition of “Future Urban Services District” in subsection B. to read as follows:

“Future Urban Services District” means the additional contiguous area(s) within the Urban Services Eligibility Area which may, from time-to-time in the future, be added to the Initial Urban Services District in accordance with Article IV of this Agreement, unless the Township and City agree to add to the Initial Urban Services District a non-contiguous area(s) within the Urban Services Eligibility Area.

2. Amendment to Section 4.2. Section 4.2, “Considering Whether to Establish Future Urban Services District,” of the Intergovernmental Agreement is amended to change subsection A. to read as follows:

A. The proposed Future Urban Services District must consist of property in the Township with significant contiguity to the Urban Services District (as such District has been agreed upon in the Urban Services Agreement or as it has been modified by agreement of the parties). Thus, there must not be gaps, or contiguity created by a common point, narrow right-of-way, or other artificial connection, unless the Township and City agree to a proposed Future Urban Services District that consists of property in the Township within the Urban Services Eligibility Area that does not have contiguity to the previously established Urban Services District(s).

3. Amendment to Section 3.3. Section 3.3, “Township to Proceed with Special Assessment District or Other Funding of the Intergovernmental Agreement,” is amended to read as follows:

It is agreed that the most appropriate means of financing a Project will likely be by the sale of bonds, and establishing a township special assessment district (“SAD”) to repay the principal and interest on such bonds over a period of years. The Township may at its discretion seek alternate methods of funding in lieu of or in addition to an SAD, which may include an agreement with the owner of property benefited by a Project or an affiliated entity and the City to bear some or all of the costs and related expenses incurred by the Township and/or City with respect to a Project, on such terms and conditions as shall be agreed-upon in writing by such owner/entity and the Township and/or City. If the Urban Services Agreement is entered into in the manner provided in Section 3.2, above, and if the Township elects to pursue the establishment of a special assessment district as a means of providing funds for a Project, the steps set forth in Section 3.4 shall apply. If one or more other sources of funding are determined to be appropriate, steps shall be taken to pursue such other sources of funding.

4. Ratification. The Intergovernmental Agreement is in all other respects hereby ratified and confirmed.

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

[Signature Page Follows]

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 Hawthorne

Its: Clerk

RUTLAND CHARTER TOWNSHIP – CITY OF HASTINGS
URBAN SERVICES AND ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 26th day of November, 2012, 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 Rutland Charter Township – City of Hastings Urban Services and Economic Development Agreement.
- C. *"Final Transfer Date"* means the December 31st immediately following the third anniversary of the effective date of this Agreement as provided in Section 8.11.
- D. *"Future Urban Services District"* means the additional contiguous property which may, from time-to-time in the future, be added to the Urban Services District 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.
- E. *"Initial Agreement Period"* means the period of fifty (50) years following the effective date of this Agreement (as provided in Section 8.11).
- F. *"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.
- G. *"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.

- H. *"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.
- I. *"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.
- J. *"Urban Services District"* means the portion of the Township described and depicted in Exhibit B, and shall include any property added as Future Urban Services Districts.

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 subject to and in accordance with the allocation of jurisdiction specified in Sections 3.2 through 3.15 below.
- B. During the period between the effective date of this Agreement and the Final Transfer Date those properties 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, until the earliest of the following dates: the December 31st immediately following the date those properties connect to either the Public Sewer System or the Public Water System; or, the Final Transfer Date. 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 below.
- 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 properties conditionally transferred to the City pursuant to this Section 3.1 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. 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 below.

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, below.

Section 3.3 Jurisdiction - Applicability and Enforcement of Ordinances.

Except as provided in Sections 3.9 and 3.10, the City shall have 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 as provided in Section 3.1 above 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 (not including those property taxes that were levied prior to the date such properties were conditionally transferred to the City under this Agreement).

- B. Taxation Jurisdiction in Township as Interim Exception.

Until the Final Transfer Date, the Township shall retain jurisdiction for property taxation purposes of all properties which have not been conditionally transferred

to the City as provided in Section 3.1, with such Township property tax jurisdiction to cease on the earlier of the Final Transfer Date or on December 31st of a year in which such properties are conditionally transferred to the City as provided in Sections 3.1.B., 3.1.C. and 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. Following the earlier of the Final Transfer Date or the December 31 of a year which 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 special 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 as provided in Section 3.1, including the retention and enforcement of 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 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.

Jurisdiction with regard to all properties conditionally transferred to the City as provided in Section 3.1 shall be shared with regard to land use planning, with such sharing to be based on a joint City and Township planning commission to be established in accordance with MCL 125.131, et seq.

Section 3.9 Jurisdiction – Zoning.

Jurisdiction with regard to all properties conditionally transferred to the City as provided in Section 3.1 shall be shared with regard to zoning, and shall be based on a joint City and Township exercise of authority, as follows. In general, zoning ordinance enactments and amendments, and administrative approvals during the course of this Agreement are to be made by the City Council or other appropriate body or officer of the City; provided, the following specific provisions shall apply with regard to a zoning ordinance or amendment considered for adoption:

- A. The text and map of the Township Zoning Ordinance applicable to the property in the Urban Services District shall remain effective upon the conditional transfer of such property to the City, and
- B. Within a reasonable time, and without undue delay, the City shall amend the text and map of the City Zoning Ordinance by adopting the text and map of the Township’s Zoning Ordinance applicable to the property in the Urban Services District.
- C. For modifications of the zoning ordinance text and map applicable to the property in the Urban Services District, the joint planning commission shall conduct the required public hearing on the proposed ordinance or amendment.
- D. Following a recommendation by the joint planning commission to the City Council on the proposed ordinance or amendment, but prior to the City acting on it, the Township Board shall have 45 days in which to make a recommendation to the City Council on such proposed ordinance or amendment, and provide the reasons for such recommendation.
- E. The City Council shall consider the Township Board’s recommendation, and reasons for such recommendation, and the City Council shall follow such recommendation, unless the City Council by majority vote of its members elect adopts a motion declaring that the City Council elects not to follow the recommendation and providing the reasons for the decision.

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 currently 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. 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 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 same 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. The City shall have authority to administer, complete, defend, prosecute, bill, collect and compromise, any 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.

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.

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) shall be authorized to give written notice to the City Council, through the City Clerk, of an intent and 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). The City Council shall be obligated to negotiate in good faith, 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 under this Agreement on an ongoing basis, 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 this 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 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.
- 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.

Section 6.2 Urban Services to be Provided by City.

Except as otherwise provided in Section 3.10, 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;
- E. Public sidewalk maintenance and repair;
- F. Public storm water system maintenance;
- 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.

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.

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.

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 of 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.

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.

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:

[Handwritten Signature]

[Handwritten Signature]

CITY OF HASTINGS

By *[Handwritten Signature]*
Its: Mayor

By *[Handwritten Signature]*
Its: Clerk

Witnesses:

[Handwritten Signature]

[Handwritten Signature]

CHARTER TOWNSHIP OF RUTLAND

By *[Handwritten Signature]*
Its: Supervisor

By *[Handwritten Signature]*
Its: Clerk

EXHIBIT A

LIST OF PREEXISTING UTILITY USERS

None

EXHIBIT B

URBAN SERVICES DISTRICT

The Urban Services District is comprised of the real property as legally described below and as shown on the attached survey (p. B-2):

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 $S00^{\circ}45'49''E$ 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 $S00^{\circ}45'49''E$ 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 $9^{\circ}33'25''$ and the chord of which bears $S79^{\circ}30'23''W$ 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; $N50^{\circ}24'09''E$ 13.20 feet; thence $N36^{\circ}57'38''E$ 35.24 feet; thence $N15^{\circ}58'55''W$ 16.78 feet; thence $N15^{\circ}58'03''E$ 25.40 feet; thence $N17^{\circ}08'31''E$ 53.00 feet; thence $N09^{\circ}18'50''W$ 35.78 feet; thence $N30^{\circ}54'12''W$ 25.06 feet; thence $N08^{\circ}31'44''W$ 60.60 feet; thence $N49^{\circ}03'39''E$ 9.46 feet; thence $N00^{\circ}40'34''E$ 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 $8^{\circ}58'38''$ and the chord of which bears $N79^{\circ}57'36''E$ 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.

Description:

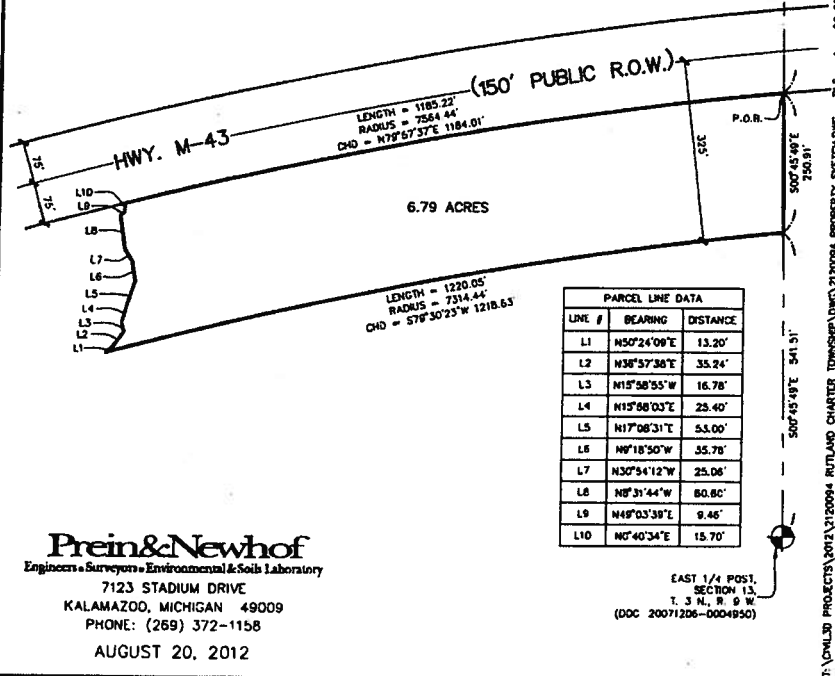
A parcel of land in the Northeast 1/4 of Section 13, Town 3 North, Range 9 West, Rutland Township, Barry County, Michigan, described as: Beginning at a point on the East line of said Section 13 distant S00°45'49"E 1854.48 feet from the Northeast corner of said Section 13, said point also being the intersection 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 N08°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.

NORTHEAST CORNER
SECTION 13,
T. 3 N., R. 9 W.
(DOC. 20071206-0004849)



SCALE: 1" = 200'

EAST SECTION LINE
S00°45'49"E 1854.48'



Prein & Newhof
Engineers • Surveyors • Environmental & Soils Laboratory
7123 STADIUM DRIVE
KALAMAZOO, MICHIGAN 49009
PHONE: (269) 372-1158
AUGUST 20, 2012



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Resolution 2026-11 to approve a contract for the conditional transfer of property pursuant to Public Act 425 of 1984.

Meeting Date: June 8, 2026

Recommended Action:

Motion to adopt **Resolution 2026-11** to approve a contract for the conditional transfer of property pursuant to Public Act 425 of 1984.

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. This agreement is largely similar to other urban services agreements that the city has with Rutland Township, with the exception that the property is not contiguous with other urban service districts or the city limits.

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 for the first 25 years and 0.5 mills annually for the next 25 years of the agreement. Water and sanitary sewer charges would be assessed at the city user rate for this property.

Attachments:

- Resolution 2026-11
- Exhibit A – The 4th Urban Services Agreement

City Of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

Resolution 2026-11

A RESOLUTION TO APPROVE A CONTRACT FOR THE CONDITIONAL TRANSFER OF
PROPERTY PURSUANT TO PUBLIC ACT 425 OF 1984

At a regular meeting of the City Council of the City of Hastings, Barry County, Michigan, held at the City Hall located at 201 East State Street, Hastings Michigan, 49058, there were:

PRESENT: _____

ABSENT: _____

The following resolution was offered by City Council Member _____ and seconded by City Council Member _____:

RECITALS

- A. Approximately 32 acres of vacant real property is located at the intersection of M-43 and M-37, in Rutland Charter Township ("Township"), commonly known as 420 N Tanner Lake Rd.
- B. Rutland Charter Township and the City of Hastings ("the City") were approached with respect to a proposed development of the Property for a Meijer store, gas station, and potential development of out lots and medical offices ("Project").
- C. Currently, neither public water nor public sewer serves the Property. The Project, in order to maximize its economic development potential, requires public water and sewer in order to serve the end users of the Project.
- D. The City operates and maintains a municipal water supply and sanitary sewer collection, treatment, and disposal system ("Public Utilities") that currently serve, in addition to the City, portions of the Township pursuant to separate contractual use agreements.
- E. The Township and City wish to extend the Public Utilities and undertake certain capital improvements in order to provide municipal water supply and sanitary sewer services to the Property.
- F. The Township and City are currently negotiating new water and sanitary sewer use agreements ("New Utility Agreements") governing various matters related to the extension of the Public Utilities to the Property, the allocation of costs related to the same, and the operation, administration, and maintenance of the Public Utilities.
- G. Pursuant to Public Act 425 of 1984, MCL 124.21 *et seq.* ("Act 425"), two or more "local units" may enter into a contract to conditionally transfer property from the jurisdiction of one local unit to the jurisdiction of the other local unit for the purpose of an economic development project. To facilitate the Project, the Township and City have prepared a Contract for the Conditional Transfer of Property pursuant to Act 425 ("Agreement"). The Agreement conditionally transfers the Property from the Township to the City for certain limited and identified purposes. A copy of the Agreement is attached as Exhibit A.

- H. The Township and City acknowledge that both are “local units” for purposes of Act 425 and the Project is a qualifying “economic development project” under Act 425. The City and the Township have considered and analyzed the factors set forth in Section 3 of Act 425 as a part of the process of drafting and developing the Agreement.
- I. In accordance with the provisions of Act 425, the City Council held a public hearing on April 27, 2026, and Township Board held a public hearing on April 29, 2026 regarding the conditional transfer of the Property pursuant to this Agreement.
- J. The Parties find that the conditional transfer of property authorized by this Agreement will assist economic development and be beneficial to the residents, businesses, and visitors of the City and Township.

Now, Therefore, it is resolved that:

- 1. The Recitals set forth above are affirmed as correct and are incorporated herein.
- 2. More than thirty (30) days have elapsed from the date that public hearings were held and an appropriate petition has not been received by the Township pursuant to the provisions of Act 425 requesting a referendum vote on the Agreement.
- 3. The Agreement as submitted at the public hearing and attached hereto is approved and the Mayor and Clerk are authorized and directed to execute duplicate originals of the Agreement for and on behalf of the City.
- 4. Subject to the terms of this Resolution, and in accordance with the Agreement, following the execution of the Agreement by the Township and City, the City Clerk will proceed to file a duplicate original of the Agreement with the Barry County Clerk and with the Michigan Secretary of State; provided, however, that the Agreement may not be filed as provided for herein, and may not under any circumstance be deemed to be effective, unless and until the New Utility Agreements have been satisfactorily negotiated and formally approved as evidenced by the Township Board and City Council each adopting a resolution to this effect and related development agreements have been reached.
- 5. All resolutions or parts of resolutions in conflict herewith shall be and the same are repealed.

ADOPTED this 8th day of June, 2026.

YEAS: _____

NAYS: _____

ABSENT: _____

MOTION DECLARED ADOPTED.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 8th day of June 2026 by the City Council of the City of Hastings, by

a vote of _____ member(s) voting in favor thereof and _____ member(s) voting against,
and _____ member(s) absent.

Linda Perin, City Clerk

EXHIBIT A
AGREEMENT

The Agreement is attached on the following pages.

RUTLAND CHARTER TOWNSHIP – CITY OF HASTINGS
2026 URBAN SERVICES AND ECONOMIC DEVELOPMENT AGREEMENT
(Creating 4th 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 31st 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 31st 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 4th 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 2nd 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 3rd 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 4th 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 "3rd 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 any purpose other than the one for which it was created. It is not a warranty, representation, or agreement of any kind. It is not to be construed as a contract. It is not to be used as evidence in any court of law. It is not to be used for any purpose other than the one for which it was created. It is not a warranty, representation, or agreement of any kind. It is not to be construed as a contract. It is not to be used as evidence in any court of law. It is not to be used for any purpose other than the one for which it was created.

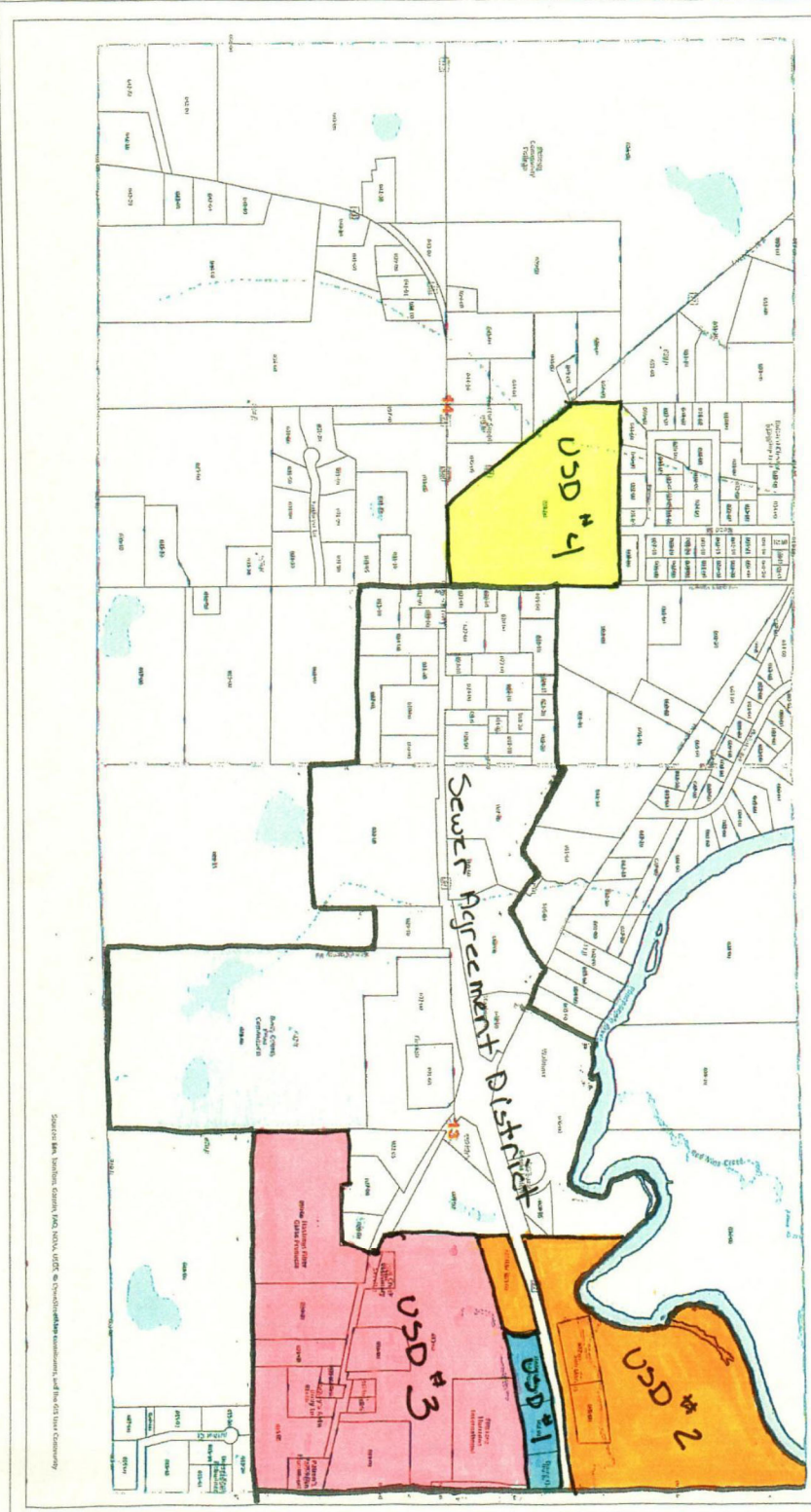
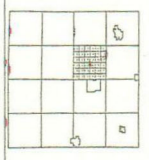
Section 14
08-013-014-

01	02	03	04	05	06	07	08	09	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
91	92	93	94	95	96	97	98	99	00

Section 14
08-013-013-

01	02	03	04	05	06	07	08	09	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
91	92	93	94	95	96	97	98	99	00

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



Source: Ben Lambson, County, MA, NOV, 2002. GIS & Land Information Services, Inc. for City of Cambridge



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Adoption of Four-Party Utility Extension Agreement

Meeting Date: June 8, 2026

Recommended Action:

Motion to adopt the four-party agreement for extension of city water and wastewater services to a defined area of the township in substantially the same form as attached, with minor changes to be approved by the City Manager and City Attorney.

Background Information:

This utility extension agreement is necessary for the 425 agreement with Rutland Township to go into effect and for public utility services to be extended to the Meijer property. In summary, the agreement allows for the city to extend both water and sanitary sewer services through the Township to serve Meijer. All costs associated with the extension are the responsibility of Meijer. Any parties who connect to these services must be approved to do so by the city and follow any subsequently created agreements for such. Township customers may connect as covered by the 1992 sewer agreement. Meijer may charge connection fees since they are paying for the extension; the city will also receive applicable fees.

Financial Implications:

This agreement will allow a substantial extension in services, enabling the 425 shared services agreement, including revenue sharing benefits and utility fees for service.

Attachments:

- Four-Party Utility Extension Agreement – 5/28/26 draft

AGREEMENT BETWEEN RUTLAND CHARTER TOWNSHIP, CITY OF HASTINGS,
MEIJER, INC., AND PENNOCK HOSPITAL FOR EXTENSION OF CITY WATER AND
WASTEWATER SERVICES TO A DEFINED AREA OF THE TOWNSHIP

This Agreement is entered into _____, 2026 between Rutland Charter Township, a Michigan municipal corporation with its offices at 2461 Heath Road, Hastings Michigan 49058 (hereafter “the Township”), the City of Hastings, a Michigan municipal corporation with its offices at 201 East State Street, Hastings, Michigan 49058 (hereafter “the City”), Meijer, Inc., a Michigan business corporation with its primary offices at 2929 Walker Avenue, Grand Rapids, MI 49544 (hereafter “Meijer”), and Pennock Hospital d/b/a Corewell Health Pennock Hospital, a Michigan not-for-profit health organization with its primary offices at 100 Corewell Drive NW, Grand Rapids MI 49503 (hereafter “Corewell Health”).

1. Parties. The parties to this Agreement are as specified above. No other entity or person is intended to be a party to this Agreement, or a third party beneficiary of any provision of this Agreement except as specified herein with respect to future connections to the water and/or sewer infrastructure initially constructed to provide such services to the Corewell Health Property as described herein.

2. Purpose. This Agreement is intended to facilitate the extension of the City water and wastewater infrastructure and services to property owned by Corewell Health in the Township (hereafter “Corewell Health Property”), commonly known as 420 N. Tanner Lake Road, Hastings, Michigan, and for property tax assessing purposes known as parcel no. 08-13-014-028-00, as more fully described in attached Exhibit A (legal description), pursuant to the terms and conditions specified herein. Meijer intends to purchase and develop approximately 26 acres of the Corewell Health Property (the “Meijer Property”). The remaining approximately 6 acres of the Corewell Health Property not purchased by Meijer shall be referred to herein as the “Corewell Health Retained Property”. The parties are collaborating to fulfill the purpose of this Agreement to facilitate the construction and operation by Meijer of a retail store and gas station (hereafter collectively the “Meijer Facility”) on the Meijer Property to the economic benefit of the Hastings-area community. In addition to the Meijer Facility, certain portions of the Meijer Property may be developed for additional commercial and/or retail uses (each a “Meijer Outlot Facility” and together, the “Meijer Outlot Facilities”), and the Corewell Health Retained Property may be developed as a medical facility (the “Corewell Health Facility”). The Meijer Facility, the Meijer Outlot Facilities and the Corewell Health Facility are sometimes collectively referred to herein as the “Facilities” and individually as a “Facility”. To this end, the City and the Township have agreed to conditionally transfer jurisdiction over the Corewell Health Property from the Township to the City pursuant to an Amendment to Intergovernmental Agreement for Sharing Urban Services (the “Intergovernmental Agreement”) and an Urban Services and Economic Development Agreement Creating a 4th Urban Services District (the “4th USD Agreement”).

3. Statutory authority. This Agreement is authorized by MCL 124.1-MCL 124.3 (intergovernmental contracts between municipal corporations) authorizing a municipal corporation (defined therein to include a charter township and a city) to contract for adequate consideration with a person or another municipal corporation to furnish to property outside the municipal corporate limits any lawful municipal service that it is furnishing to property within the municipal corporate limits. This Agreement is also authorized by MCL 125.501 *et seq* (Urban Cooperation Act), authorizing a public agency (defined to include a charter township and city) to exercise jointly with any other public agency any power, privilege, or authority that the agencies share in common and that each might exercise separately, by a contract in the form of an interlocal agreement which may provide for, among other things, the purpose of the interlocal agreement or the power to be exercised and the manner by which the purpose will be accomplished or the manner in which the power will be exercised. Additionally, this Agreement is authorized by MCL 124.21 *et seq*, pursuant to which two or more local units may enter into a contract to conditionally transfer property from the jurisdiction of one local unit to the jurisdiction of the other local unit for the purpose of an economic development project.

4. Extension of City Utility infrastructure. The City shall extend its water system and wastewater system infrastructure (collectively, hereafter “Hastings Utility Infrastructure”) to the Corewell Health Property, of sufficient design and capacity to service the reasonably foreseeable water service and wastewater service needs of the proposed Meijer Facility, the Meijer Outlot Facilities and the Corewell Health Facility, and other properties potentially connecting to that Hastings Utility Infrastructure pursuant to this Agreement.

5. Township consent/franchise; other consents. Pursuant to Section 3.11 of the 4th USD Agreement, the Township has consented to a grant of authority to the City to construct and maintain the Hastings Utility Infrastructure to the Corewell Health Property.

6. Construction, maintenance, and ownership of Hastings Utility Infrastructure. The City shall administer, with collaboration from the Township and Meijer, all aspects of the construction of the Hastings Utility Infrastructure provided for by this Agreement, including all pre-construction planning, design, engineering, permitting, and any necessary private property easement acquisitions, in accordance with all applicable laws and regulations and the City ordinance/code requirements. The Hastings Utility Infrastructure shall be installed according to the City’s engineered specifications. Meijer shall have the right, but not the duty, to review all bids for Hastings Utility Infrastructure construction work pursuant to this Agreement to ensure that, as the party responsible for payment of the work pursuant to paragraph 7 of this Agreement, the bids for such work are reasonable. The City shall own the Hastings Utility Infrastructure completed pursuant to this Agreement, and the City shall be responsible for all ongoing post-completion operating, maintenance, upkeep, and any repair/replacement of the completed infrastructure facilities and related appurtenances that is part of the Hastings Utility Infrastructure constructed pursuant to this Agreement.

The City's ownership of the Hastings Utility Infrastructure constructed pursuant to this Agreement shall survive the termination, expiration, or otherwise end of this Agreement. The Township and the City agree the provisions of this Agreement providing for the City ownership of and responsibility for the Hastings Utility Infrastructure constructed pursuant to this Agreement are intended to amend and supersede provisions of an agreement titled 2021 Agreement Between Rutland Charter Township and City of Hastings to Renew for Another 30 Year Term the City of Hastings-Rutland Charter Township Wastewater Service Agreement dated September 9, 1992 (hereafter the "1992 Wastewater Service Agreement") that provide for the Township to own wastewater service infrastructure constructed pursuant to that 1992 Wastewater Service Agreement.

7. Hastings Utility Infrastructure cost. Meijer shall bear all costs and all related expenses for designing and constructing the Hastings Utility Infrastructure to the Corewell Health Property pursuant to this Agreement including, but not limited to, pre-construction engineering and initial construction costs directly incurred by Meijer, and also such costs and expenses as may reasonably be incurred by the City and the Township, which shall be reimbursed within 30 days of the invoicing of same to Meijer. Meijer's responsibility for all such costs and related expenses shall not be interpreted to preclude Meijer from seeking alternative funding sources for such costs and expenses.

8. Connection of Meijer Facility, Meijer Outlot Facilities and Corewell Health Facility to Hastings Utility Infrastructure. Following completion of construction of the Hastings Utility Infrastructure and approval of same for operation and use by all relevant governmental authorities, Meijer, Corewell Health, and/or a successor owner of any portion of the Corewell Health Property shall be permitted, at any time, to connect the Meijer Facility, each Meijer Outlot Facility, and/or the Corewell Health Facility on the Corewell Health Property to the Hastings Utility Infrastructure. Such connection shall comply with all applicable laws and regulations, and all applicable ordinances/codes of the Township and the City; provided that in the event of a conflict between any provision of the Township ordinance/code pertaining to such connection and any provision of the City ordinance/code pertaining to such connection, the City ordinance/code shall apply.

9. Cost of connection of Meijer Facility, Meijer Outlot Facilities and/or Corewell Health Facility to Hastings Utility Infrastructure. Meijer or a successor owner of the Meijer Property shall bear all the costs and expense of connection of the Meijer Facility on the Meijer Property to the Hastings Utility Infrastructure, including all costs and fees associated with planning, engineering, construction, permits, inspections, and any related expense reasonably incurred by the Township or the City with respect to such connection. Meijer or a successor owner of a portion of the Meijer Property shall bear all the costs and expense of connection of the Meijer Outlot Facilities on the Meijer Property to the Hastings Utility Infrastructure, including all costs and fees associated with planning, engineering, construction, permits, inspections, and any related expense reasonably incurred by the Township or the City with respect to such connection. Corewell Health or a successor owner of the Corewell Health Retained Property or any portion thereof shall bear all the costs and expense of connection of the Corewell Health

Facility on the Corewell Health Retained Property to the Hastings Utility Infrastructure, including all costs and fees associated with planning, engineering, construction, permits, inspections, and any related expense reasonably incurred by the Township or the City with respect to such connection.

10. Service charges and rates to be paid to the City. Upon the connection of a Facility on the Corewell Health Property to the Hastings Utility Infrastructure, and the commencement of any use of that infrastructure, the City shall bill the owner of such Facility for such utility services at the applicable rate charged to the same type of user in the City. Such Facility owner/user shall pay such user charges in the manner required by the City ordinance/code provisions applicable to in-City users of the City water system and/or wastewater system, as applicable, and shall be subject to the City ordinances pertaining to the use of the Hastings Utility Infrastructure.

11. Connection of other properties to Hastings Utility Infrastructure to Corewell Health Property. Other properties adjacent to the public rights-of-way within which the Hastings Utility Infrastructure to the Corewell Health Property is constructed pursuant to this Agreement, on either side of such public rights-of-way, located between the westerly municipal boundary of the City and the easterly boundary of the Corewell Health Property in the Township (hereafter "Other Property"), may apply to the Township to connect such Other Property to the Hastings Utility Infrastructure constructed pursuant to this Agreement. Upon receipt of any such request, the Township shall forward it to the City. The City may, but is not obligated, to consider any such request upon determining the City water system and/or wastewater system, as applicable, has sufficient capacity to serve the requesting Other Property, and the owner of such Other Property enters into an agreement with the City and the Township that includes all of the terms and conditions of this Agreement, unless all parties to this Agreement, and the owner of the Other Property requesting connection, agree in writing to different terms and conditions for the connection of such Other Property to the Hastings Utility Infrastructure constructed pursuant to this Agreement. The terms and conditions of such an agreement may include provisions for the owner of such Other Property to reimburse Meijer for an agreed-upon reasonable proportionate share of the costs and expenses incurred by Meijer for the initial extension of the Hastings Utility Infrastructure pursuant to this Agreement; provided Meijer shall waive such reimbursement if such Other Property is in the same ownership at the time of such connection as at the time of the completion of the Hastings Utility Infrastructure. The Township and the City agree the provisions of this Agreement relating to the connection of Other Property adjacent to the public rights-of-way within which the Hastings Utility Infrastructure is constructed pursuant to this Agreement and otherwise relating to such infrastructure are intended to supersede and negate any conflicting provision of the 1992 Wastewater Service Agreement referenced in paragraph 6 of this Agreement. The Township and the City further agree the 1992 Wastewater Service Agreement is intended to and shall continue to control any sanitary sewer connection of properties covered by that Agreement that is not within an Urban Services District for the duration of that Agreement, including any extension of same, unless the Township and City

otherwise agree in writing to amend or terminate that 1992 Wastewater Service Agreement.

12. Fidelity to Agreement, and waiver of legal claims relating to legal authority for this Agreement and any fee or charge imposed thereunder. In the event of a legal challenge to any aspect of this Agreement by any non-party to this Agreement, the parties to this Agreement agree to jointly and vigorously defend the Agreement, and jointly and equally share all legal fees and expenses incurred by the parties to defend this Agreement.

13. Interpretation of Agreement. In the event of any future disagreement between any of the parties relating to the interpretation of this Agreement, the parties agree this Agreement shall be construed as an Agreement jointly drafted by all four parties, with the benefit of competent legal advisement, such that no single party is advantaged or disadvantaged as the drafter of this Agreement.

14. Enforcement of Agreement; alternative dispute resolution. The parties agree to submit any dispute regarding the interpretation, administration, or enforcement of this Agreement, that remains unresolved after good faith discussion between the parties, to such alternative dispute resolution process upon which the parties may then agree. If the parties are unable to agree on an alternative dispute resolution process, or if they do agree on an alternative dispute resolution process but such agreed-upon alternative dispute resolution process does not resolve the dispute to the satisfaction of all four parties, any party may then initiate a judicial action in the Barry County Circuit Court to resolve the matter; provided that nothing herein is intended to negate or supersede any part of paragraph 12 of this Agreement.

15. Entire Agreement; Amendment of Agreement. This Agreement represents the complete agreement of the parties on the subject matter of this Agreement, and supersedes all previous and contemporaneous understandings and representations, whether oral or written, regarding the subject matter of this Agreement. This Agreement can only be amended in a writing agreed to and signed by all of the parties.

16. Notices. Any notice, demand, or other communication either required, permitted, or desired to be given under this Agreement shall be deemed effectively given when it is delivered to a party by first class mail, or email, directed to the physical address or email address of a party as follows (unless a party by written notice designates any further or different address for any such communications to be given):

If to The City: Clerk, City of Hastings, 201 E. State Street, Hastings, MI 49058, lperin@hastingsmi.gov

If to The Township: Clerk, Rutland Charter Township, 2461 Heath Road, Hastings, MI 49058, clerk@rutlandtownship.org

If to Meijer: Meijer, Inc., Attn: Real Estate Department, 2929 Walker Avenue NW, Grand Rapids, MI 49544.

If to Corewell Health: Corewell Health, Attn: Real Estate Services, 100 Corewell Dr. NW, Grand Rapids, MI 49503, Holly Kauffman, holly.kauffman@corewellhealth.org.

17. Successors and Assigns. This Agreement is binding on any successor of any party, including any successor owner of any part of the Corewell Health Property, or the Meijer Property/Corewell Health Retained Property. No party shall assign its interest in this Agreement or any part thereof to any other person or entity other than such a successor owner without the specific written consent to such assignment by all of the other parties, or a successor, as applicable, which consent shall not be unreasonably withheld.

18. Severability. In the event a court of competent jurisdiction determines any part of this Agreement to be legally invalid or unenforceable, the invalidity or unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and be enforceable in accordance with its terms; provided, however, that in the event of such a judicial determination any party reasonably determines that the purpose or intent of this Agreement has failed, or in the event a court determines this Agreement to be void in its entirety, the parties shall negotiate in good faith such amendment of this Agreement, or a new agreement, to assure the purpose and intent of this Agreement can continue to be fulfilled without irreparable harm to any party.

19. Effective date, binding effect; no third party beneficiaries. This Agreement shall be effective on the date it has been signed by all four parties, and each signator for a party represents they are duly authorized to execute this Agreement on behalf of the party for whom they are signing and bind such party to all of the provisions of this Agreement; provided, this Agreement shall automatically terminate and be of no further force and effect upon either of the following events: (1) Meijer does not acquire ownership of the Meijer Property and commence construction of the Hastings Utility Infrastructure to that property within two years from the effective date of this Agreement, or (2) for any reason the 4th USD Agreement does not itself become effective. If this Agreement is terminated for the reason that the 4th USD Agreement does not become effective because Meijer commences but does not complete the extension of the Hastings Utility Infrastructure to the Meijer Property as provided by this Agreement, Meijer's obligations pursuant to part 9 of this Agreement shall survive the termination of this Agreement with respect to costs and expenses incurred by the City and Township prior to such termination. No other person or entity is intended to be a beneficiary of this Agreement or any part or provision thereof, including the owner of Other Property requesting to connect to the Hastings Utility Infrastructure pursuant to this Agreement, as the owner of any such Other Property requesting such connection pursuant to this Agreement shall enter into a separate agreement pursuant to that provision of this Agreement.

The parties execute this Agreement by their duly authorized representatives:

CITY OF HASTINGS

Dated: _____

By: _____
David J. Tossava
Its: Mayor

Dated: _____

By: _____
Linda Perin
Its: Clerk

RUTLAND CHARTER TOWNSHIP

Dated: _____

By: _____
Marti Mayack
Its: Supervisor

Dated: _____

By: _____
Robin Hawthorne
Its: Clerk

MEIJER, INC.

Dated: _____

By: _____
(name to be added)
Its: **(position to be added)**

Dated: _____

By: _____
(name to be added)
Its: **(position to be added)**

PENNOCK HOSPITAL d/b/a
COREWELL HEALTH PENNOCK HOSPITAL

Dated: _____

By: _____
Kevin Vos
Its: SVP, Facilities

EXHIBIT A

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

The real estate situated in the Township of Rutland, County of Barry, State of Michigan, described as:

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



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Grand River Ride to End Multiple System Atrophy (MSA)

Meeting Date: June 8, 2026

Recommended Action:

Motion to approve, under direction of staff, the request from Michael Scholten representing Grand River Ride to End MSA to provide a rest station in Tyden Park on **Saturday, August 29, 2026, from 8:30 AM to 12:00 PM**, and adopt **Resolution 2026-12**, staying the necessary ordinances to conduct the event.

Background Information:

The Grand Rapids Ride to End MSA (GRREMSA) is a local recreational cycling event that supports Mission MSA in funding research and improving the lives of those impacted by Multiple System Atrophy.

Financial Implications:

None

Attachments:

- Special Event Application
- Resolution 2026-12

City Of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

RESOLUTION 2026-12

TO STAY THE NECESSARY ORDINANCES TO HOLD GRAND RIVER RIDE TO END MULTIPLE SYSTEM ATROPHY IN TYDEN PARK FROM 8:30 AM UNTIL 12:00 PM ON SATURDAY AUGUST 29, 2026

WHEREAS, Michael Scholten representing Grand River Ride to End Multiple System Atrophy (MSA), by way of correspondence, has requested the use of Tyden Park, for the purpose of providing a rest stop for bicycle riders to raise funds for MSA on August 29, 2026, from 8:30 am to 12:00 pm; and

WHEREAS, the City Council of the City of Hastings at its regular meeting on June 8, 2026, approved the location of Tyden Park on August 29, 2026, from 8:30 am to 12:00 pm; and

WHEREAS, Michael Scholten desires to ensure the Grand River Ride to End MSA event is conducted in good taste and in accordance with all laws and regulations, now

THEREFORE, BE IT RESOLVED that the City of Hastings hereby stays for August 29, 2026, from 8:30 am to 12:00 pm under Section 2-34 of the Hastings City Code, the following Ordinances:

Section 6-1
58-35 (d) and Section 58-38 (g), and (h)

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 8th day of June 2026, by the City Council of the City of Hastings, by a vote of members voting in favor thereof, members voting against, and member(s) absent.

Linda Perin
City Clerk



City of Hastings
Special Event Application

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

Section 1: Applicant/Organization Information

GRAND RIVER RIDE TO END MSA (GRREMSA) (www.grremsa.org)
Applicant/Organization Name Phone

MICHAEL SCHOLTEN [Redacted] [Redacted]
Contact Name Phone Email

18 HONEYSUCKLE RD WESTFORD, MA 01886
Street City State Zip

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

Section 2: Event Information

GRAND RIVER RIDE TO END MSA
Name of Event

CYCLING FUNDRAISING EVENT BENEFITTING MISSION MSA
Description of Event

AUG 29, 2026 8:30 am - 12:00 pm (noon)
Event Dates Time (From/To)

AUG 29, 2026 8:30-9:30am 11:00 am - noon
Set up Date(s) and Time(s) Clean Up Date(s) and Time(s)

FISH HATCHERY PARK

Location(s) of Event

2-3

30-60 CYCLISTS

Estimated number of volunteers

Estimated daily attendance (if known)

Section 3: Event Details

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

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

Please describe how garbage will be managed?

All trash will be collected in plastic trash bags.

Site will be left as we found it.

Section 4: Site & Event Plan

Please prepare a site plan that includes the following information:

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

See attached site plan.

See attached proposed route through Hastings to avoid Summerfest parade, road race, and Courthouse area.

Section 5: Acknowledgements and Hold Harmless Agreement

The Applicant understands and agrees to the following:

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

MICHAEL SCHOLTEN, GRAND RIVER RIDE TO END MSA (GRREMSA)

Printed Name of Applicant & Name of Organization

MS Scholten

Signature

5/22/26

Date

Section 6: City Review – For Office Use Only

A. Police Department Review:

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

Other Comments:

B. Public Services Director Review

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

Trash receptacles Barricades Traffic cones Restroom Cleaning

Fencing Water or Electric Other

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

Other Comments:

C. Fire Chief Review

Comments:

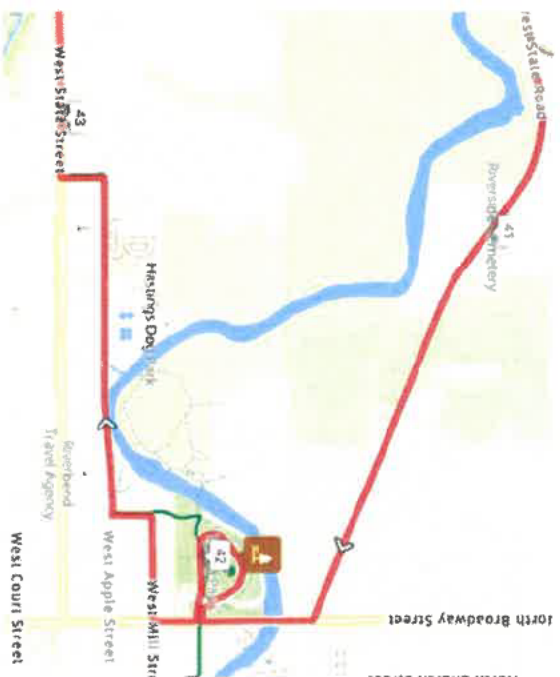
D. Community Development Department Review

Comments:

Date of Meeting for Council Approval _____ Approved? Yes No

Proposed Tyden Park Rest Stop

- Pop-up canopy with food/drink table
- Banner on North Broadway directing riders into Tyden Park
- Estimate is 30-60 cyclists plus 2-3 rest stop volunteers
- Some cyclists expected to use park restroom
- Hours: 8:30 am to noon (including setup & cleanup)





Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: American Pride – Celebrating 250 Years of Freedom Event

Meeting Date: June 8, 2026

Recommended Action:

Motion to approve, under direction of staff, the request from Jon Rocha representing American Pride – Celebrating 250 Years of Freedom in the Tyden Park pavilions on **Saturday, June 27, 2026, from 11:00 AM until 2:00 PM**, and adopt **Resolution 2026-13**, staying the necessary ordinances to conduct the event.

Background Information:

The event is planned as an old school Americana celebration for the 250th birthday of America complete with food and games to be conducted in the pavilions at Tyden Park.

Financial Implications:

None

Attachments:

- Special Event Application
- Resolution 2026-13

City Of Hastings
COUNTY OF BARRY, STATE OF MICHIGAN

RESOLUTION 2026-13

TO STAY THE NECESSARY ORDINANCES TO HOLD AMERICAN PRIDE – CELEBRATING 250 YEARS OF FREEDOM IN TYDEN PARK FROM 11:00 AM UNTIL 2:00 PM ON SATURDAY JUNE 27, 2026

WHEREAS, Jon Rocha representing American Pride – Celebrating 250 Years of Freedom, by way of correspondence, has requested the use of Tyden Park, for the purpose of providing a celebration in honor of America’s 250th birthday on June 27, 2026, from 11:00 am to 2:00 pm; and

WHEREAS, the City Council of the City of Hastings at its regular meeting on June 8, 2026, approved the location of Tyden Park on June 27, 2026, from 11:00 am to 2:00 pm; and

WHEREAS, Jon Rocha desires to ensure the American Pride – Celebrating 250 Years of Freedom event is conducted in good taste and in accordance with all laws and regulations, now

THEREFORE, BE IT RESOLVED that the City of Hastings hereby stays for June 27, 2026, from 11:00 am to 2:00 pm under Section 2-34 of the Hastings City Code, the following Ordinances:

Section 6-1
58-35 (d) and Section 58-38 (a) (g), (i) and (h)

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 8th day of June 2026, by the City Council of the City of Hastings, by a vote of members voting in favor thereof, members voting against, and member(s) absent.

Linda Perin
City Clerk



City of Hastings Special Event Application

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

Section 1: Applicant/Organization Information

Berry County Republican Party
Applicant/Organization Name

[Redacted]
Phone

Jon Rocha
Contact Name

[Redacted]
Phone

[Redacted]
Email

621 Hannah Ln Apt 104
Street

Hastings
City

MI
State

49058
Zip

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

Phone

Section 2: Event Information

American Pride: Celebrating 250 years of Freedom
Name of Event

An old School Americana celebration with food & games
Description of Event

27 June 2024
Event Dates

11am - 2pm
Time (From/To)

9am - 11am 6-27-24
Set up Date(s) and Time(s)

2pm - 5pm 6-27-24
Clean Up Date(s) and Time(s)

Tyden Park

Location(s) of Event

10

Estimated number of volunteers

50-100

Estimated daily attendance (if known)

Section 3: Event Details

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

- Road closure
 - If checked, please provide a proposed detour route.
- Closure of public parking area
- Use of park area
- Firepits/open flame
- Fireworks or pyrotechnics
 - If yes, provide a copy of liability insurance listing the City as an additional insured party.
- Food and/or non-alcoholic beverage service or sales (if yes, contact Barry County Health Department)
 - If yes, provide copy of Health Department Food Service License
- Temporary structures (including tents or pavilions)
- Music
 - If yes, what time will music begin and end? 11am - 2pm
 - If yes, what type of music is proposed? Live – Acoustic Live - Amplification Recorded
Loudspeakers or public address system
- Parade
- Race (ex: 5K)
- Vendors/sale of goods
- Carnival rides
 - If yes, provide a copy of liability insurance listing the City as an additional insured party.
- Signs or banners
- Animals/petting zoo
- Portable restroom facilities
- Donation collection/free will offering
- Other _____
- Alcohol
 - If yes, provide copy of liquor liability insurance with the City listed as an additional insured.
 - If yes, provide a copy of Michigan Liquor Control License.
 - If yes, describe measures to be taken to prohibit the sale of alcohol to minors (use separate pages if necessary).
 - If the alcohol is being served in the Social District, a Council Resolution suspending the district is required.

Please describe how garbage will be managed?

Any additional, overflow garbage will be removed

Section 4: Site & Event Plan

Please prepare a site plan that includes the following information:

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

Section 5: Acknowledgements and Hold Harmless Agreement

The Applicant understands and agrees to the following:

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

Jon Roche, Barry County Republican Party

Printed Name of Applicant & Name of Organization



Signature

5-26-26

Date

Section 6: City Review – For Office Use Only

A. Police Department Review:

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

Other Comments:

B. Public Services Director Review

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

Trash receptacles Barricades Traffic cones Restroom Cleaning

Fencing Water or Electric Other

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

Other Comments:

C. Fire Chief Review

Comments:

D. Community Development Department Review

Comments:

Date of Meeting for Council Approval _____ Approved? Yes No





Barry-Eaton District Health Department

Environmental Health Division

Barry County: 330 W. Woodlawn Ave., Hastings, MI 49058

Phone: 269-945-9516 EXT 2 Fax: 517-543-7737

Eaton County: 1033 Health Care Dr., Charlotte, MI 48813

Phone: 517-543-2430 EXT 2 Fax: 517-543-7737

TEMPORARY FOOD LICENSE - BARRY COUNTY ONLY

For Food Facilities Physically Located in Barry County

Revised FY 2026

Temporary Food Licensure Under the Michigan Food Law

- An individual or organization preparing and serving food to the public may be subject to licensure under the Michigan Food Law ([MDARD - Updated Food Law/Michigan Modified Food Code Information \(Oct. 2012\)](#)) (Public Act 92 of 2000, as amended).
- A temporary food service license is a State License that is good for 14 consecutive days in a single location.
- Temporary food service licenses are not transferable to a person, organization or to an alternate/multiple serving location.
- Before a temporary food service license can be issued, the Barry-Eaton District Health Department (BEDHD) will need to conduct an on-site inspection near the scheduled time of operation.
- When applying for a temporary food service license, it is important to accurately determine when you will be ready for an inspection as our department has multiple inspections scheduled at different venues throughout the day; not doing so may result in a delay in being able to operate.
- To avoid paying a late fee*, the Michigan Food Law requires that a temporary food license application (<http://bit.ly/2ym7KDR>) be received by the local Health Department four (4) or more business days prior to the scheduled event.

Temporary Food License Fees

License Type	Regular Fee	Regular with Late Fees*
Full	\$187.00	\$254.00
Full (Non-Profit**)	\$183.00	\$250.00
Limited	\$97.00	\$130.00

- The difference between a full and limited temporary food event is dependent upon the complexity of the food service operations as well as the degree of food safety risk to the public. A limited temporary is "limited" to one (1) (low risk) potentially hazardous food product that is both commercially prepared & fully cooked (e.g. commercially prepared & cooked meat products such as hot dogs/corn dogs, canned meats, etc.) and/or deemed non-potentially hazardous food products that require limited or no food preparation.
- Organizations that can show proof of having tax exempt status under section 501c3 of the Federal Internal Revenue Code** are eligible for non-profit licensure.
- For more information about applying for a license and safely operating a temporary food establishment, go to [Temporary Food Establishment Operations Checklist \(michigan.gov\)](#).

BEDHD Fee Information: Environmental Health fees are established by the Health Department and apply to both counties. The applicant portion of the fee, reflected above, may differ by county due to a county subsidy in Barry County. **Work completed in Eaton County requires the Eaton County permit application.**

MICHIGAN TEMPORARY FOOD ESTABLISHMENT LICENSE APPLICATION

APPLICANT/BUSINESS CONTACT INFORMATION:

Organization/Business Name: Barry County Republican Party
 Main Contact: Jon Rocha Email: [REDACTED]
 Mailing Address: 621 Hannah Ln Apt 104 City: Hastings State: MI Zip: 49058
 Primary Phone: [REDACTED] Cell Phone: - Fax: -
 Alternative Contact: Name: _____ Phone: _____

PUBLIC EVENT INFORMATION: Name of Public Event: American Pride

Food Service Start Date: 06/27/26 Serving Start Time: 10 AM/PM
 Ending Date: 06/27/26 End Time: 3 AM/PM
 When will food preparation begin? Date: 06/27/26 Starting Time: 9 AM/PM
 Event Location (Name & Address): Tyden Park, 404 N Broadway St, Hastings, MI 49058
 Event Coordinator Name: Jon Rocha Phone: 2694470668

If Applicable, Non Profit Tax ID #: _____

I AM AWARE THAT EACH BOOTH MUST BE PROPERLY EQUIPPED AND READY TO OPERATE BY THE TIME INDICATED, AND THAT FAILURE TO DO SO MAY RESULT IN DENIAL OF MY LICENSE.

Applicant Name (Print) _____

Applicant Signature: _____ Date: _____

Estimated Number of Meals to be Served Each Day: 50

EQUIPMENT LIST:

Identify equipment used at your temporary food establishment. Check all boxes that apply.

- | | | |
|--|--|--|
| <p>A Hand Wash Station</p> <p><input type="checkbox"/> Large insulated container with a spigot, warm water, hand soap, paper towels and a large catch bucket</p> <p><input type="checkbox"/> Hand sink</p> <p><input checked="" type="checkbox"/> Self-contained portable unit</p> <p><input type="checkbox"/> Other _____</p> | <p>B Cooking/Reheating Equipment</p> <p><input checked="" type="checkbox"/> Grill/BBQ</p> <p><input type="checkbox"/> Fryer</p> <p><input type="checkbox"/> Oven</p> <p><input type="checkbox"/> Roaster</p> <p><input type="checkbox"/> Other _____</p> | <p>C Cold/Hot Holding Equipment</p> <p><input checked="" type="checkbox"/> Ice chest/cooler with ice</p> <p><input type="checkbox"/> Refrigerator</p> <p><input type="checkbox"/> Freezer</p> <p><input type="checkbox"/> Steam table</p> <p><input checked="" type="checkbox"/> Grill/BBQ</p> <p><input type="checkbox"/> Chafing dish w/ fuel</p> <p><input type="checkbox"/> Slow cooker/roaster</p> <p><input type="checkbox"/> Other _____</p> |
| <p>D Floor/Overhead Protection*</p> <p><input type="checkbox"/> Food is prepared & served indoors</p> <p><input type="checkbox"/> Floors are cleanable and Impermeable
Describe: _____</p> <p><input checked="" type="checkbox"/> Canopy/tent</p> <p><input type="checkbox"/> Screening</p> <p><input type="checkbox"/> Other _____</p> | <p>E Cleaning/Sanitizing</p> <p><input type="checkbox"/> Three basins to wash (dish soap), rinse (clear water) and sanitize (sanitizer)</p> <p><input type="checkbox"/> Extra utensils</p> <p><input type="checkbox"/> Bucket with sanitizing solution and wiping cloth(s)</p> <p><input checked="" type="checkbox"/> Sanitizer</p> | <p>F Other</p> <p><input type="checkbox"/> Chemical test strips to test sanitizer solution</p> <p><input type="checkbox"/> Metal stem thermometer</p> <p><input checked="" type="checkbox"/> Gloves</p> <p><input type="checkbox"/> Hair restraints</p> <p><input type="checkbox"/> Electricity available</p> <p><input type="checkbox"/> Water source (circle all that apply)
Municipal/City Water Well Bottled</p> |

*If extensive food handling occurs, it must be done in a fully enclosed space.

ADDENDUM A:

COMMISSARY AGREEMENT

Organizations or individuals requiring the use of an off-site kitchen facility must obtain a review and approval, by the licensing agency, of the off-site kitchen facility at the time of license application. Inspection fees may apply if the facility is NOT currently licensed as a permanent food establishment. If you change the commissary location prior to the event, notify the department to update the commissary agreement. It may be required that you provide a copy of the Commissary Food License.

Temporary Food Service Operator requiring the use of an off-site kitchen facility must complete the following information:

I, _____ allow _____
Licensed Food Service Operator/Owner *Organization*

to use _____ *Facility License Number*
Name & Address of Licensed Facility Used

For: _____ Food Preparation _____ Cold Food Storage _____ Cooking _____ Cooling Food _____ Hot Holding

_____ Dry Food Storage _____ Warewashing _____ Approved Water Supply _____ Waste water Disposal

_____ Other: _____

Date(s) Licensed Facility will be used for this event: _____ to _____ Time of use: _____ AM/PM to _____ AM/PM

Signature of Licensed Facility Owner/Operator _____ Date _____

For Office Use Only

APPROVED _____ DENIED _____

COMMENTS: _____



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Hana Jaquays, Assistant City Manager

Subject: Boiler Piping Repairs

Meeting Date: June 8, 2026

Recommended Action:

Motion to approve Allied Mechanical Services repair quote, not to exceed **\$5,500**.

Background Information:

The boiler has active leaks along the inlet pipe into the boiler. A technician with Allied Mechanical assessed the leaks and has recommended three pipe locations to repair. After the repairs, the system will be drained and refilled and inspected for leaks. Staff made an emergency approval of the quote to schedule service of the boiler.

Financial Implications:

There are budgeted funds available for repair and maintenance

Attachments:

- Repair Quote with Allied Mechanical Services Inc



June 1, 2026

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

City Hall – Repair (3) Leaks on Boiler Piping

Allied Mechanical Services, is pleased to quote to you the following repairs:

Scope of work:

- Repair (3) leaks on boiler pipe.
- Drain system and refilling.
- Startup and leak check.
- All labor taxes & fees.

Total Price Not to Exceed: \$5,500.00

Price valid for 10 days.

Any work outside the scope of this project will be billed at our standard time and material rates only upon your approval.

Signatures:

Contractor

Allied Mechanical Services, Inc.

BY _____
Tom Malachowski
Service Technician

6/1/26
(date)

Customer

City of Hastings

BY _____
Authorized Customer Representative

Name (Print) _____

Title _____ Date _____

PO# _____



City of *Hastings* Michigan

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

201 E. State Street 49058

Fire Department Monthly Report

Department Name: Hastings Fire

Reporting Period: May 2026

Prepared By: Mark Jordan

Date Submitted: 6/2//2026

1. Executive Summary

During May, the Fire Department responded to 113 incidents, 49 within the city, 61 in the surrounding townships, and 3 mutual-aid responses. These calls included structure fires, medical incidents, motor vehicle accidents, and service calls. Overall call volume reflects a slight increase compared to the previous month.

Response times remained within established performance standards, averaging under 4 minutes. En route, time personnel continued to prioritize training and community outreach initiatives.

Crews responded to six structure fires within the district, requiring mutual aid. We responded to 3 mutual aid structure fires in Bellevue, Yankee Springs, and Middleville.

Year-to-date, the department has responded to 540 calls for service, which is a 25% increase from 433 during the same period in 2025.

Key highlights for this month include:

- Many calls are medical in nature
- 5 residential structure fires.
- 1 commercial factory structure fire
- 3 patients transported in our BLS truck
- 1 cardiac arrest with successful resuscitation by Hastings' fire staff in conjunction with LIFE EMS. The patient was administered 2 Shocks with an on-site AED. Once Fire and EMS arrived on scene, they delivered 5 additional shocks. Once the patient was stabilized, they were transported to Pennock Hospital. The patient was later transferred to Butterworth Hospital for surgery and was released home on Saturday, the 30th. released on Saturday, May 30th

2. Incident Statistics

Total Calls for Service: 113 Breakdown by Type and District

Fire: 6	Baltimore: 4
Public Service 11	Carlton: 12
Haz Situation: 28	Hastings Twp: 14
EMS/Medical Calls: 37	Irving Twp: 4
No Emergency: 26	Rutland Twp: 28
Rescue: 2	Hastings City: 49
Transported patient: 3	Mutual Aid: 3

Response Times

- Average Response Time: 3.3 minutes
 - Average time on Scene: 26 Minutes
 - Total Personnel Responses: 204 Hours
 - Mutual Aid Given: 3
 - Mutual Aid Received: 2
-

3. Personnel Update

- Total Active Members: 16
 - Full-Time: 3
 - Paid on Call: 13
-

4. Training Activities

Training hours completed this month: 42 total hours

Topics Covered:

- Vertical Ventilation techniques
- Outdoor search and rescue
- Driver training
- One member enrolled in the NFPA Officer 1 program,
- One member attending Basic Fire Academy June 2026 Completion

Certification held within the department

Fire Fighter I/II certifications: 13	Haz-Mat Operations: 12
Haz Mat Technician: 1	Instructor 1 Certification :3
Instructor 2 Certification: 1	Officer 1 Certification: 1
Officer 2 Certification: 1	Officer 3 Certification :1
Inspector Certification:1	Investigator Certification :1
MFR Certification:1	EMT-B Certification:9
EMT-P Certification: 2	

5. Apparatus and Equipment

Apparatus use: 180 truck responses

Engine 31: 38	Engine 32: 20
Grass 33: 1	Tender 34: 6
Chief 35: 35	Aerial 36: 3
Rescue 37: 32	Bravo 38: 25
Utility 39: 2	POV: 9

- Each piece of apparatus is inspected weekly, and any deficiencies are reported and repaired immediately.

Maintenance/Repairs Completed:

- Replacement windshield in Command 35,
- Hydraulic leak in Aerial 36

6. BUDGET & EXPENDITURES

- Budget expenditures at 73% with 1 month left in the budget period
- Applying for 2 local grants, State Farm for \$10,000 and DNR for \$5,000

7. Fire Prevention & Community Outreach

- Fire Inspections Conducted: 10
- Alarm deficiencies reported: 0
- Code Violations Identified: 0
- Pre-plan inspections completed: 1
- Fire Investigation completed: 3
- Smoke /CO Detectors Installed YTD: 147
- Knox new boxes installed: 3
- Burn Permits issued (Township) YTD 355

8. Goals & Upcoming Priorities

- Rewriting the department Standard Operating Guideline manual (SOG)
- Reviewing the report management system for possible upgrade / Vendor change
- Grant applications

9. Conclusion

May remained active, with a total of 9 fires the department responded to. 6 in our district and 3 where we gave mutual aid to neighboring departments. One of the structures was located in a larger factory in the city that experienced a rooftop fire.

We completed our three-year Insurance Services Office (ISO) survey, which is an in-depth review of all aspects of our fire protection district. The audit includes our average response times, responses to personnel and apparatus, annual testing of pumping capabilities, mutual aid agreements, hydrant pressures, and community outreach/prevention. We hope to reduce the city and township rates by at least 1 point, resulting in significant savings for residents and business owners. We hope to have the results in June.

Respectfully Submitted,

Mark Jordan

Fire Chief

Hastings Fire Department

Office: 269-945-5384 ext. 3

LIFE EMS
AMBULANCE

2026 KIDS SUMMER CAMP 911



SAFETY & FUN ARE AT THE TOP OF OUR LIST! COME JOIN US FOR INTERACTIVE ACTIVITIES LED BY A VARIETY OF COMMUNITY PROFESSIONALS!

AGES 9-11

LUNCH PROVIDED

No cost

All Camps 9am - 3:30pm:

- ✓ June 15 Hudsonville Fire Department
- ✓ June 16 Walker Fire Station
- ✓ June 16 Oshtemo Fire Department
- ✓ June 18 Hastings Fire Department
- ✓ June 19 Portage Fire Department
- ✓ June 23 Comstock Fire Department
- ✓ June 24 Blendon Township Fire Department
- ✓ June 24 Kalamazoo Township Fire Department
- ✓ June 25 Ionia Public Safety

Registration Link



Register at lifeems.com



Primary BIRCH Area - Response Summary
Life EMS Ambulance of Barry County
 For the Period Beginning 04/01/2026 and Ending 04/30/2026

Total Requests 132	Total Transports 80	Cancelled PTA 8	Outgoing TOT 2	Treat/No Transport 42
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Transport Destinations

Destination Facility	Count	Destination Percentage	Average Time of Day
Corwell Health Hospital - Fenwick	61	55.7%	08:39:40
No Transport	43	34.8%	08:13:38
Corwell Health Hospital - Irontonworth	5	4.1%	01:27:32
Berrien Hosp - Apple Creek	2	2.4%	08:58:50
University of Michigan Health - West	2	2.4%	01:18:29
Corwell Health Hospital - Helen Dinco Children's	1	0.8%	01:42:50



Responses Falling Within Each 2 Minute Interval

Response Plan	0-2	2-4	4-6	6-8	8-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24	24-26	>26	TOT	E	Total	Average
MED 1	1	17	14	15	6	5	5	2		2	1	2			2		72	08:17:42
MED 2	3	5	13	5	8	7	3	1	1	3	1			1			81	09:08:35
															MED 1			09:08:41

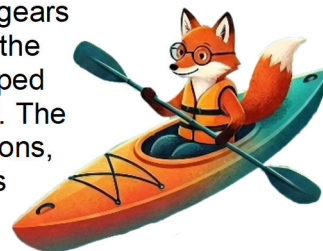
*All statistics are based on data obtained and submitted via the Dispatch System. Dispatchers assign a Primary and/or Secondary destination for the life call, and any of our affiliated companies, medical associations and agencies all receive, and disseminate, information for use by the public. This information is disseminated to the public via the Dispatch System and may be used for statistical purposes. All information is confidential and may be used for statistical purposes. All information is confidential and may be used for statistical purposes.



Library Director's Report - May 2026 June 1, 2026 Board Meeting

Highlights

May is always busy as the staff, especially Erin, the Youth Librarian, gears up for the Summer Library Program. I want to commend everyone for the hard work, attention to detail, and thoughtfulness as we have revamped the former Summer Reading program into something familiar but new. The community has been very generous with experiential grand prize donations, as well as financial support, and I am excited to see how our patrons respond.



The Friends held their annual membership meeting on May 13 where they approved the library's requests for just over \$10,000 in expense reimbursements during the Friends' 2026-2027 fiscal year. We are grateful for the group's support, both in volunteering and through financial aid, and highly value their partnership.

Ken, our 3D printing wizard, has been working on new templates for internal signing to replace the original gray & green squares at the end of each shelving aisle. We expect to soon start printing new signs to match the black & white headers to create a more cohesive signing message across the building. Watch for new signs in the coming months.

On May 13, Tess, Chloe, and I all participated in an LLC Onboarding Webinar where we walked participants through how we turned the reading challenge app Beanstack into a training platform to replace old Excel grids. The process has been working well for us and is now led by Chloe and Tess. They did a great job and I think our content was well received.

I recently spoke with Alice Dykstra from the Southwest Michigan Land Conservancy about their Hike Our Preserves (HOP) program. We've been a partner on this for years, but the program has been largely dormant. They are now reinvigorating it and we will help promote it where appropriate to encourage kids and families to get outdoors. Check it out on their [website](#). Register and you can get a free hiking stick from HPL!



We added a new digital service this month via electronic access to Book Page. We've long had hardcopies of this popular, library focused roundup of new titles each month, but now patrons can access it online as well. Cost was low through a group purchase by enough Lakeland Library Cooperative libraries. See the access link on our home page.



One quick note, our Seed Library is growing into a huge success. According to Lake, who oversees the program with Sharon, as of early May last year, about 300 seed packets had been taken by

patrons. This year, we've had over 1,000 packets taken! Look for lots of native plants and more fruit & veg in your neighbors' gardens.

Project Updates

Handicapped Parking: Design work continues. We will soon start building an RFP in hopes of having the work done near the end of the summer or early fall. A Community Conversation with impacted patrons is also in the works for June. Tess elaborates more in her report.

Health Literacy Kits: All materials have been purchased and we will soon submit for the grant reimbursement. The kits are now being processed to hopefully be out for patron use by mid-June. The five kits are Health Monitoring (2), Fitness, Nutrition, and Aging Well.

Community Resource Center: One of HPL's commitments in the Community Health Improvement Plan led by the health department, is to create a space for other organizations to display flyers to help people connect with resources. We have identified a location in the building (next to magazines by the fireplace), and are collecting partner information to create the display.

Community Garden: Erin speaks more to this in her report, but we are now ready to start offering some space to community members to grow their own plants on our rooftop garden. We have two raised beds for library provided items, and patrons will be able to bring their own pots/raised beds for their own space. With a generous patron donation in memory of a recently deceased garden



club member, we also purchased two convertible picnic benches/tables, a large umbrella, the second raised bed, and a storage box. Remaining donated funds are planned for a bird bath.



Training and Informational Webinars

Here is what the staff did in March:

- The Human Factor | Real-Time Mental Health Response and the Business Impact: I attended this online conference sponsored by Pine Rest, our EAP provider. While I did not walk away with concrete to-dos, it was a good reminder of how to potentially identify when people might be struggling, and provided suggestions on how to approach concerns to help, vs. hurting a situation.
- Collection Development (Weeding and Diversity Audits): Tess attended both webinars and discusses them in her report.

- Neurodiversity: Tess attended this webinar and discusses it in her report.
- Marketing Made Simple and Scalable: Barbara attended this webinar offered by our CRM provider. There was a lot to digest, but she came away with lots of ideas we hope to implement or improve over time.
 - The session focused on practical, sustainable approaches to library marketing. Key themes included knowing your audience, maintaining consistent communication, telling stories rather than only sharing facts, and making better use of resources and content the library already has available. Presenters encouraged us to start small, track results, and build on strategies that are effective. The session also emphasized tailoring messaging to specific community audiences and increasing visibility through outreach booths and community engagement opportunities.

Assistant Director Tess Allerdig's Report

I have had a pretty training-heavy month. I attended two webinars regarding collection development this month – one on weeding popular materials collections, and one on conducting a diversity audit on the collection. I found both quite helpful, especially as I am working through weeding our adult nonfiction collection. I hope to start crafting a plan for conducting a diversity audit on the collection in the fall, and to carry the plan out in the winter and into the new year. The goal of a diversity audit is to make sure that our community and the various parts of their identities are appropriately represented in the collection. This will help us identify gaps in the collection, and work to build those areas up more. I also attended an Introduction to Neurodiversity webinar. While a lot of the basic concepts were review for me, the webinar provided a lot of tips for interacting with neurodivergent individuals, and was an excellent reminder to approach all interactions with staff and patrons from a place of curiosity and seeking to understand.

I also helped with conducting a bit of training this month. On May 13th, David, Chloe, and I presented to Lakeland on our use of Beanstack for onboarding new hires. The attendees seemed interested in our approach, and it was a great opportunity for us to review our training process and make some changes to it. I appreciated the opportunity to present to a larger audience.

Planning for the 2026 Holiday Market is officially underway! The event will be Friday, December 4th from 5 pm until 8 pm. Since Chloe was out on maternity leave last year, I retained ownership of the event, but she is assisting with planning this year in hopes that she may be able to take over for next year. I have sent out the early invite letters to vendors who have shown with us before, and have already received multiple responses! I'm excited to have a great event again this year, and take care of some of my own holiday shopping!

We allocated \$700 from a generous donation to expanding our Library of Things offerings, and I have been happily working on spending that money. The items likely will not be processed and patron ready until mid-summer, but I am



excited to have them in hand! We purchased replacements of some popular items that have either broken or not been returned, such as the fort kit and the Roku Express. Some of the new items include a HappyLight therapy lamp, a lighted interchangeable crochet hook set, a Doodle Projector, and the yard game KanJam. I feel like we did a good job of purchasing for both the adult and children's collections, and I'm thrilled to provide new offerings to our patrons!



A requirement of the accessibility grant we received from ALA is to conduct at least one Community Conversation with the target audience who will be directly affected by the work we complete via the grant, which is those with mobility disabilities. We will be hosting the Community Conversation on Monday, June 15th, and have reached out to community partners like the COA, the ISD, and the Ability Collective to assist with recruiting participants. I will be facilitating the conversation, and David will provide support. Board members are welcome and encouraged to attend!

Youth Librarian Erin Quada's Report

May has been a whirlwind of activity in preparation for the Summer Library Program (SLP)! I have been busy preparing marketing materials, visiting schools and daycares, hosting visits to the Library, getting the reading challenges set up with the new point system, finalizing prizes, ordering supplies, and the list continues. I want to give a big thank you to Lake, who has gracefully accepted all of the tasks I have randomly asked them to complete to help me manage the load, as well as Tess and David, who have repeatedly acted as sounding boards and helped me think through processes, among other things. I am in the home stretch of preparations now, finalizing details, getting organized, and making sure the staff has the information and training necessary to make this first year of our revamped SLP a success.

We hosted some very fun programs in May, too! Lake and I jumped into some outdoor programming with Science Storytime, Art in the Park, and our Open Garden Hours. Plus, a new book is available on the Jane Arnold Storybook Walk!

- LeeAnn Busson with Pierce Cedar Creek Institute helped me host Science Storytime and we had a huge crowd with 29 kids! I had to run back into the Library for more supplies but

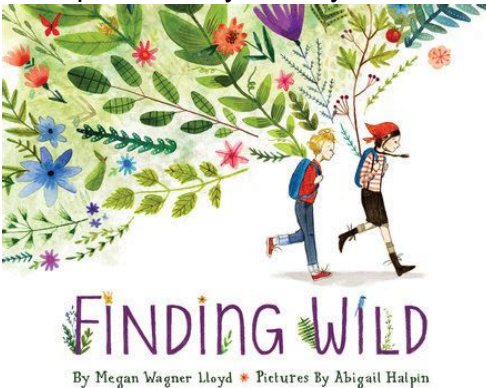
everyone had a great time and enjoyed the change of scenery.



- Lake and I have been working in the garden weekly, trying to prepare for more raised beds, the new benches, storage box, and umbrella. It started with lots of weeding but we are making progress and are excited to get some things planted and see where the growing season takes us!



- The new book on the Jane Arnold Storybook Walk, *Finding Wild* by Megan Wagner Lloyd, was sponsored by Tammy Wilde in memory of her sister, Debby Coenen.



- My favorite event in May was in partnership with the Barry County Commission on Aging. We hosted a Music Trivia and Social event as an intergenerational program. We had seniors, adults,

teens, and kids all mingling together and teamed up for the trivia portion. Everyone had a wonderful time and asked about future events where the generations could mix!

Marketing and Programming Coordinator Barbara Haywood's Report

Programs & Events:

In May, the library offered a wide variety of engaging programs that fostered learning, creativity, historical exploration, and community connection across a range of interests. Several programs were presented as part of the America250 initiative, highlighting Michigan and American history through unique local and statewide partnerships.

- May 2:** Local author and musician Maggie Murphy presented *Grit, Grace, and Grandeur: The Making of a Denver Diva* as part of the America250 series. 12 attendees, many from Maggie's book club, enjoyed a presentation exploring the remarkable life of Gladys Hagee Mathew, an opera singer whose career spanned New York and Europe. The program featured historical artifacts and antiques from the family collection and highlighted themes of survival, musical excellence, and family story preservation.
- May 7:** The Library of Michigan's America250 virtual presentation, *Viper's Nest: Michigan in the American Revolution, 1775–1783*, was shown in the Michigan Room. The program explored Michigan's often-overlooked role in the Revolutionary War, including the involvement of Detroit, Mackinac, and Indigenous nations in the conflict that shaped the United States.
- May 11:** Community education and awareness programming continued with *A Guide to Understanding Human Trafficking*, presented in partnership with the Michigan Anti-Trafficking Program. 18 attendees participated in this important educational event focused on awareness, prevention, and community resources.
- May 13:** Seven attendees gathered in the Michigan Room for the virtual America250 presentation *Anatomy of a Murder: From the Courtroom to the Silver Screen*, televised live by Michigan History Hounds followed by an intense discussion lead by Terry Dennison and Movie Memories & Milestones members. The presentation explored the Michigan roots of the classic film and its connection to author and Michigan Supreme Court Justice John D. Voelker.
- May 16:** The library hosted Long Term Forest Management with Barry Conservation District Forester. Unfortunately, no one attended, but it did generate community interest in the district's tax abatement program through promotional outreach associated with the event.
- May 18:** The library partnered with the Barry County Bird Club to present *Wild Encounters Live!* featuring the Wildside Wildlife Rehabilitation Center. 45 attendees enjoyed stories of wildlife rescue and rehabilitation from across Michigan and had the opportunity to meet a live ambassador Northern Saw-whet Owl, one of Michigan's smallest owl species.
- May 19:** Financial literacy programming continued through a partnership with Union Bank. *Dream Vacation: Financial Literacy Workshop*. Since attendance was limited to a family of 3, the session evolved into a highly personalized and impactful discussion centered on



basic financial survival skills for a single mom, 10-year old's youth entrepreneurship dreams, and beginning banking education for the young adult attendee.

Community & Partnership Engagement:

Community and partnership meetings in May included Barry County Resource Network, Hastings Business Connection, Roundtable Companions for Racial Equity (Lift Every Voice Lifestories), and the Barry County Earth Alliance. I also set fall meetings/programs with the BC Bird Club and Barry Conservation District including the Forestry Series.

Circulation Supervisor Chloe Lewis' Report

The Month of May felt busy in the best way!

On May 7th, I attended the Library of Michigan Management Cohort Session One Webinar.

Library of Things Storage Organization: Another project that has been on the back burner, but that I feel was much needed, has been organizing our ever-growing Library of Things collection stored in the workroom.

After brainstorming and gathering input from many staff members, it was agreed that the organization system for the Library of Things needed to be simple. I ran with the idea of organizing items by color, and a staff member later suggested adding shelf numbers as well. I'm happy to say that the Library of Things items in the workroom are now organized!

This new system will hopefully help staff locate items for patrons more quickly while also keeping the space neat and organized. At the same time, it remains simple enough to avoid overwhelming staff when retrieving or returning items.



Our display in May was all about Toy Trains as loaned by the Iron Rails Club in Hastings.

Upcoming Programs and Events – June 2026

- 1, Monday:
 - 10am: Crafting Passions
 - 4pm: Board Meeting
 - 6pm: Community Art Project – Canvas Mosaic
- 2, Tuesday:
 - 10am: Tea and Treats
 - 5pm: Mahjong
 - 5pm: Chess
 - 6pm: Illustrated History of the Soo Locks
- 3, Wednesday:
 - 10:30am: Itsy Bitsy Book Club
 - 3pm: Community Art Project – Canvas Mosaic
 - 6pm: How to Use AI – Digital Literacy
 - 6:30pm: Writers Night
- 4, Thursday:
 - 12pm: Rooftop Garden Open Hour
 - 5pm: Movie Memories
- 5, Friday, 10:30am: Pre-school Storytime
- 8, Monday:
 - 10am: Crafting Passions
 - 1pm: Face Painting for Teens
- 9, Tuesday:
 - 10am: Tea and Treats
 - 5pm: Mahjong
 - 5pm: Chess
 - 5:30pm: Don't Take the Bait: How to Spot Financial Scams
- 10, Wednesday:
 - 10:30am: Itsy Bitsy Book Club
 - 2pm: Shenanigans Petting Zoo
- 11, Thursday:
 - 12pm: Rooftop Garden Open Hour
 - 5pm: Movie Memories
 - 5pm: Growing Up With Holocaust Survivors
- 12, Friday, 10:30am: Pre-school Storytime
- 15, Monday:
 - 10am: Crafting Passions
 - 1pm: Temporary Tattoo Workshop
 - 4pm: LEGO Club

- 16, Tuesday:
 - 10am: Tea and Treats
 - 5pm: Mahjong
 - 5pm: Chess
- 17, Wednesday:
 - 10:30am: Itsy Bitsy Book Club
 - 2pm: Explore a Vehicle
 - 6:30pm: Writers Night
 - 6:30pm: Owl Pellet Exploration with the Barry County Bird Club
- 18, Thursday:
 - 12pm: Rooftop Garden Open Hour
 - 1pm: Novel Ideas Book Club
 - 5pm: Movie Memories
 - 6pm: MI Michigan Story Open Mic Night
- 19, Friday (Jazz Fest), 10:30am: Pre-school Storytime
- 20, Saturday, 10am: Dungeons & Dragons and Warhammer
- 22, Monday:
 - 10am: Crafting Passions
 - 1pm: Cookies and Crafts – Friendship Bracelets
 - 5:30pm: Community Plant Swap
- 23, Tuesday:
 - 10am: Tea and Treats
 - 2pm: Penny Racers – Financial Lit with TCU
 - 3pm: Lessons in Low Vision
 - 5pm: Mahjong
 - 5pm: Chess
- 24, Wednesday
 - 10:30am: Itsy Bitsy Book Club
 - 2pm: Walk-in Tech Help
 - 2pm: Diggin' for Dinosaurs Storyteller & Craft
 - 5pm: Acoustic Jam
 - 6pm: Up, Up and Away – The History of Hot Air Ballooning in the US
- 25, Thursday:
 - 12pm: Rooftop Garden Open Hour
 - 5pm: Movie Memories
- 26, Friday, 10:30am: Pre-school Storytime
- 27, Saturday:
 - 10:30am: Rockin' Tots
 - 10:30am: Learn Your Local Trees – Guided Walk & Tree Identification
- 29, Monday:



- 10am: Crafting Passions
- 1pm: Candy Sushi
- 6pm: The Cliff Revealed – Uncovering America’s First Great Copper Mine
- 30, Tuesday:
 - 10am: Tea and Treats
 - 12pm: Festive Fourth: How Michiganders Celebrated Independence
 - 5pm: Mahjong
 - 5pm: Chess
 - 6pm: Sky Hunters – Up Close with Birds of Prey and Modern Falconry

HASTINGS PUBLIC LIBRARY
 DETAIL REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING APRIL 30, 2026
 83 % OF THE FISCAL YEAR HAS ELAPSED

FUND 271 - LIBRARY FUND

OPERATING REVENUES	Fund	THIS MONTH ACTUAL 30-Apr-26	THIS YEAR FISCAL YTD 30-Apr-26	REVISED BUDGET 2025-2026	THIS YEAR YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-Apr-25	REVISED BUDGET 2024-2025	LAST YEAR YTD % OF BUDGET	LAST YEAR FULL YEAR ACTUAL
271-100-502-000	UNIVERSAL SERVICE FUND - ERATE	-	16,368	16,367	100%	21,629	16,320	133%	21,629
271-100-540-000	STATE AID	-	14,680	13,500	109%	14,235	12,750	112%	14,235
271-100-566-000	STATE GRANT - LIBRARY OF MICH	-	324	-	0%	-	-	0%	-
271-100-581-222	COUNTY GRANTS	1,090	1,090	-	0%	-	-	0%	-
271-100-583-000	CONTRIBUTIONS FROM OTHR TWNSHP	66,527	549,731	435,000	126%	423,095	400,000	106%	423,095
271-100-584-000	GENERAL GRANTS - OTHER	21,090	22,090	-	0%	-	-	0%	-
271-100-649-000	PRINTING/FAX FEES	793	8,951	8,100	111%	7,761	8,100	96%	9,460
271-100-651-000	NON-RESIDENT FEES	25	775	850	91%	1,450	850	171%	1,900
271-100-658-000	PENAL FINES	-	7,236	7,600	95%	7,674	13,000	59%	7,674
271-100-659-000	OVERDUE FINES	174	1,548	1,200	129%	1,334	1,200	111%	1,491
271-100-665-000	INTEREST EARNED ON DEP & INVST	1,356	19,371	10,000	194%	17,990	12,000	150%	22,432
271-100-667-000	FACILITY RENTALS	(25)	1,115	1,200	93%	1,425	1,100	130%	1,475
271-100-672-000	OTHER REVENUE	563	4,062	2,000	203%	2,179	4,000	54%	3,149
271-100-674-000	PRIVATE CONTRIBTNS & DONATIONS	7,903	38,389	18,000	213%	24,359	15,000	162%	43,988
271-100-674-010	BCF CONTRIBUTIONS	-	-	16,000	0%	-	16,000	0%	17,074
271-100-677-000	INSURANCE CLAIMS/REIMBURSEMENT	-	-	-	0%	53,327	-	0%	53,327
271-100-699-101	TRANSFERS IN - GENERAL FUND	-	180,124	180,124	100%	173,196	173,196	100%	173,196
TOTAL OPERATING REVENUES		99,495	865,852	709,941	122%	749,655	673,516	111%	794,126

LIBRARY OPERATIONS	Fund	THIS MONTH ACTUAL 30-Apr-26	THIS YEAR FISCAL YTD 30-Apr-26	REVISED BUDGET 2025-2026	THIS YEAR YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-Apr-25	REVISED BUDGET 2024-2025	LAST YEAR YTD % OF BUDGET	LAST YEAR FULL YEAR ACTUAL
271-790-702-000	FULL-TIME WAGES	9,032	95,008	113,880	83%	78,189	111,059	70%	109,815
271-790-703-000	ADMINISTRATR/SUPERVSR SALARIES	4,230	43,845	50,003	88%	67,841	74,913	91%	75,534
271-790-704-000	PART-TIME WAGES	9,809	97,447	114,977	85%	99,809	102,271	98%	113,623
271-790-704-010	PART-TIME WAGES- LIBRARY MAINT	-	6,780	7,560	90%	8,918	16,119	55%	11,844
271-790-709-000	SOCIAL SECURITY TAXES	1,788	18,853	21,910	86%	19,466	23,471	83%	23,891
271-790-712-000	CASH IN LIEU OF BENEFITS	369	4,061	2,400	169%	2,769	2,400	115%	3,507
271-790-713-000	OVERTIME	-	72	50	144%	120	50	241%	133
271-790-716-000	MERS DEFINED CONTRIBUTIONS	556	5,960	6,277	95%	4,795	4,997	96%	5,914
271-790-717-000	MERS DEFINED BENEFIT PLAN	-	-	-	0%	46,464	60,505	77%	46,464
271-790-717-010	MERS DEFIND BENEFIT HYBRID PLN	808	8,611	10,111	85%	6,008	6,108	98%	7,511
271-790-718-000	HEALTH INSURANCE - PREMIUMS	2,732	25,084	53,976	46%	36,923	55,340	67%	42,702
271-790-718-010	HEALTH INSURANCE - HSA	137	1,577	2,054	77%	2,358	-	0%	2,700
271-790-719-000	DENTAL INSURANCE PREMIUM	210	2,293	3,571	64%	2,915	3,503	83%	3,180
271-790-724-000	LIFE INSURANCE	38	376	510	74%	437	485	90%	465
271-790-751-000	PROCESSING SUPPLIES	13	1,565	1,400	112%	594	1,400	42%	938
271-790-756-000	REPAIR & MAINTENANCE SUPPLIES	-	238	350	68%	119	350	34%	119
271-790-760-000	MAINTENANCE SUPPLS - CUSTODIAL	66	632	438	144%	482	350	138%	706
271-790-761-000	BUILDING SUPPLIES	213	1,192	1,650	72%	1,994	1,500	133%	2,497
271-790-762-000	WELLNESS/MEDICAL SUPPLIES	-	7	275	3%	357	225	159%	357

HASTINGS PUBLIC LIBRARY
 DETAIL REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING APRIL 30, 2026
 83 % OF THE FISCAL YEAR HAS ELAPSED

FUND 271 - LIBRARY FUND

LIBRARY OPERATIONS	Fund	THIS MONTH ACTUAL 30-Apr-26	THIS YEAR FISCAL YTD 30-Apr-26	REVISED BUDGET 2025-2026	THIS YEAR YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-Apr-25	REVISED BUDGET 2024-2025	LAST YEAR YTD % OF BUDGET	LAST YEAR FULL YEAR ACTUAL
271-790-765-000	SMALL TOOLS	-	43	-	0%	-	-	0%	26
271-790-766-000	DISPOSABLE TECHNOLOGY	239	715	1,750	41%	1,591	1,300	122%	1,800
271-790-767-000	CLOTHING	-	(84)	400	-21%	43	175	25%	888
271-790-770-000	PROGRAMMING SUPPLIES	193	2,004	3,250	62%	2,204	2,750	80%	3,969
271-790-771-000	MAKERSPACE SUPPLIES	18	408	-	0%	-	-	0%	-
271-790-772-000	PROMOTIONS SUPPLIES	-	-	300	0%	-	300	0%	302
271-790-777-000	OFFICE SUPPLIES	-	558	850	66%	851	1,350	63%	1,091
271-790-778-000	PAPER	78	408	580	70%	490	400	122%	570
271-790-791-000	SUBSCRIPTIONS AND PUBLICATIONS	195	2,175	2,048	106%	1,686	1,900	89%	1,686
271-790-792-000	SOFTWARE SUBSCRIPTIONS	1,726	7,645	7,788	98%	5,740	7,245	79%	6,199
271-790-793-000	OVERDRIVE	-	9,002	9,002	100%	9,144	8,961	102%	9,144
271-790-802-000	PROFESSIONAL SERVICES	717	717	1,500	48%	686	1,200	57%	686
271-790-806-000	LEGAL SERVICES	308	6,864	500	1373%	9,109	500	1822%	9,758
271-790-809-000	CONTRACTED IT SERVICES	1,200	11,850	14,400	82%	10,800	14,400	75%	14,400
271-790-812-000	HR CONTRACTED SERVICES-EAP	-	340	350	97%	618	350	177%	867
271-790-813-000	DELIVERY SERVICES	776	3,050	2,700	113%	2,807	2,800	100%	2,807
271-790-816-000	SECURITY SERVICES	-	300	325	92%	300	325	92%	300
271-790-817-000	LAKELAND LIBRARY CO-OP SERVICE	786	2,999	2,900	103%	2,623	2,900	90%	2,623
271-790-818-000	MAINTENANCE CONTRACTS	3,066	7,305	8,603	85%	4,240	7,953	53%	8,599
271-790-823-000	OTHER CONSULTING SERVICES	333	11,056	1,750	632%	350	350	100%	2,118
271-790-825-000	LATE/SERVICE FEES	-	11	-	0%	-	25	0%	-
271-790-829-000	CUSTODIAL/CLEANING SERVICES	2,334	8,333	10,920	76%	762	-	0%	2,962
271-790-850-000	TELEPHONE	590	5,600	5,540	101%	5,002	5,485	91%	6,023
271-790-851-000	MAIL/POSTAGE	-	234	250	94%	472	225	210%	472
271-790-852-000	INTERNET/TELECOMM SERVICES	505	5,223	7,019	74%	5,650	7,020	80%	7,019
271-790-861-000	TRANSPORTATION - MILEAGE REIMB	-	317	940	34%	139	750	18%	175
271-790-879-000	WEBSITE	1,800	2,163	1,113	194%	838	935	90%	838
271-790-881-000	ADVERTISING	-	36	1,058	3%	335	1,145	29%	405
271-790-887-000	SPEAKERS/PERFORMERS	-	250	2,000	13%	435	2,500	17%	885
271-790-890-000	ILS FEES	3,088	12,276	14,180	87%	9,032	14,080	64%	11,855
271-790-891-000	LICENSES AND FEES	-	886	860	103%	510	1,905	27%	510
271-790-892-000	SOFTWARE LICENSES	1,248	1,371	1,905	72%	1,922	680	283%	1,922
271-790-895-000	REGISTRATION FEES/ANNUAL CERT	45	45	-	0%	-	-	0%	-
271-790-900-000	PRINTING AND PUBLISHING	-	195	730	27%	358	220	163%	397
271-790-906-000	PROMOTIONS/MARKETING	450	504	500	101%	450	100	450%	900
271-790-909-000	TRAINING	-	80	600	13%	204	550	37%	204
271-790-910-000	PROFESSIONAL DEVELOPMENT	-	404	300	135%	-	300	0%	-
271-790-911-000	CONFERENCES	-	1,782	2,850	63%	3,301	2,200	150%	3,301
271-790-912-000	MEETINGS	0	258.43	400	65%	24.23	75	32%	24.23
271-790-915-000	MEMBERSHIPS	861	1,581	1,529	103%	767	1,714	45%	1,558
271-790-916-000	DUES AND FEES	307	1,420	1,435	99%	151	1,435	11%	151

HASTINGS PUBLIC LIBRARY
 DETAIL REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING APRIL 30, 2026
 83 % OF THE FISCAL YEAR HAS ELAPSED

FUND 271 - LIBRARY FUND

LIBRARY OPERATIONS	Fund	THIS MONTH ACTUAL 30-Apr-26	THIS YEAR FISCAL YTD 30-Apr-26	REVISED BUDGET 2025-2026	THIS YEAR YTD % OF BUDGET	LAST YEAR FISCAL YTD 30-Apr-25	REVISED BUDGET 2024-2025	LAST YEAR YTD % OF BUDGET	LAST YEAR FULL YEAR ACTUAL
271-790-918-000	WATER/SEWER	-	-	5,500	0%	4,136	5,000	83%	5,389
271-790-918-590	SEWER	318	3,267	-	0%	-	-	0%	-
271-790-918-591	WATER	213	1,768	-	0%	-	-	0%	-
271-790-919-000	WASTE DISPOSAL	65	551	602	92%	501	350	143%	601
271-790-920-000	ELECTRIC	2,131	24,290	28,035	87%	22,631	26,700	85%	26,927
271-790-921-000	NATURAL GAS	827	6,477	5,500	118%	5,757	3,000	192%	6,570
271-790-929-000	GROUPS REPAIR AND MAINTENANCE	-	1,587	4,500	35%	130	1,800	7%	5,210
271-790-929-010	SNOWPLOWING/SNOW REMOVAL	-	770	900	86%	450	1,500	30%	450
271-790-930-000	BUILDING REPAIR & MAINTENANCE	810	12,801	6,150	208%	48,569	1,950	2491%	49,254
271-790-931-000	EQUIPMENT REPAIR & MAINTENANCE	-	57	1,200	5%	1,043	2,300	45%	1,043
271-790-933-000	SOFTWARE MAINTENANCE AGREEMNTS	-	521	-	0%	-	-	0%	-
271-790-935-000	PROPERTY LIABILITY INSURANCE	-	7,782	14,400	54%	13,792	12,000	115%	13,792
271-790-939-000	WORKERS COMPENSATION INSURANCE	-	426	735	58%	717	1,100	65%	717
271-790-941-000	PRINTER/COPIER LEASE/MAINT	1,020	3,061	4,100	75%	3,061	4,100	75%	4,081
271-790-944-000	INSPECTION SERVICES	163	583	680	86%	530	960	55%	1,409
271-790-950-000	COLLECTION SERVICES	20	167	300	56%	236	340	70%	286
271-790-955-000	MISCELLANEOUS	-	120	-	0%	-	-	0%	-
271-790-962-000	LOST/DAMAGED MATERIALS FEES	30	177	100	177%	123	100	123%	128
271-790-965-000	PROPERTY TAX REIMBURSEMENT	-	217	100	217%	114	100	114%	114
271-790-975-000	BLDG & BLDG IMP - DEPRECIABLE	(3,670)	39,520	110,000	36%	-	11,000	0%	-
271-790-975-010	BLDG & BLDG IMP - NON-DEPRECBL	3,670	17,952	-	0%	-	-	0%	-
271-790-978-000	TECHNOLOGY - DEPRECIABLE	-	-	-	0%	405	-	0%	-
271-790-978-010	TECHNOLOGY - NON-DEPRECIABLE	1,620	1,639	3,000	55%	4,446	2,000	222%	5,650
271-790-980-000	EQUIPMENT/FURNITURE - DEPREC	-	5,455	-	0%	2,823	-	0%	-
271-790-980-010	EQUIPMENT/FURNITURE - NON-DEPR	-	6,697	3,400	197%	1,268	450	282%	8,794
271-790-982-000	COLLECTION MATERIALS - BOOKS	2,693	16,799	17,000	99%	14,457	17,000	85%	21,028
271-790-982-010	COLLECTION MATERIALS - A/V	273	1,873	2,250	83%	917	2,250	41%	1,032
271-790-982-020	COLLECTION MATS - BEYOND BOOKS	168	1,449	1,000	145%	856	1,250	69%	1,146
TOTAL LIBRARY OPERATIONS		61,214	579,929	713,969	81%	591,158	656,799	90%	712,956
TOTAL EXPENDITURES & OUT TRANSFERS		61,214	579,929	713,969	81%	591,158	656,799	90%	712,956
TOTAL REVENUE & INCOMING TRANSFERS		99,495	865,852	709,941	122%	749,655	673,516	111%	794,126
NET REVENUES OVER EXPENDITURES		38,281	285,923	(4,028)		158,497	16,717		81,169

April 2026 R&E Notes

OPERATING REVENUES	Fund	THIS MONTH ACTUAL 31-Jan-26	THIS YEAR FISCAL YTD 31-Jan-26	REVISED BUDGET 2025-2026	THIS YEAR YTD % OF BUDGET	Notes
271-100-584-000	GENERAL GRANTS - OTHER	21,090	22,090	-	0%	\$20K ALA handicapped parking funds were distributed TY vs. anticipated next year
271-100-672-000	OTHER REVENUE	563	4,062	2,000	203%	Riverside Energy checks continue to be double anticipated due to energy sector volatility

LIBRARY OPERATIONS	Fund	THIS MONTH ACTUAL 31-Jan-26	THIS YEAR FISCAL YTD 31-Jan-26	REVISED BUDGET 2025-2026	THIS YEAR YTD % OF BUDGET	Notes
271-790-806-000	LEGAL SERVICES	308	6,864	500	1373%	window related
271-790-813-000	DELIVERY SERVICES	776	3,050	2,700	113%	LLC fees are determined months after budget finalization; we estimated too low
271-790-817-000	LAKELAND LIBRARY CO-OP SERVICE	786	2,999	2,900	103%	low
271-790-823-000	OTHER CONSULTING SERVICES	333	11,056	1,750	632%	window related
271-790-879-000	WEBSITE	1,800	2,163	1,113	194%	New ReciteMe accessible toolbar; offset by grant and donation
271-790-975-000	BLDG & BLDG IMP - DEPRECIABLE	(3,670)	39,520	110,000	36%	Reclassified new drinking fountain as non-depreciable
271-790-975-010	BLDG & BLDG IMP - NON-DEPRECBL	3,670	17,952	-	0%	Reclassified new drinking fountain as non-depreciable
271-790-982-000	COLLECTION MATERIALS - BOOKS	2,693	16,799	17,000	99%	will be over budget, offset by donations
271-790-982-020	COLLECTION MATS - BEYOND BOOKS	168	1,449	1,000	145%	will be over budget, some offset by donation, some by underspends in other accounts

Account Name	Vendor/Category	Amount	Total	Notes
Salaries & Wages			\$ 23,440.48	
Social Security Taxes			\$ 1,787.56	
Fringe Benefits			\$ 4,481.03	
Total Wages and Benefits:			\$ 29,709.07	
Supplies			\$ 580.51	
	Processing	\$ 13.42		
	Makerspace	\$ 17.58		
	Building/Repair/Maint	\$ 278.83		
	Programming	\$ 192.69		
	Paper	\$ 77.99		
Collection Materials - Books			\$ 2,692.58	
	Brodart	\$ 1,158.83		
	Amazon	\$ 993.45		
	ABDO	\$ 306.45		
	Cengage Large Print	\$ 233.85		
Collection Materials - AV			\$ 273.44	
Collection Materials - Library of Things			\$ 167.63	
Subscriptions & Publications			\$ 195.29	
	LLC	\$ 174.29		Book Pages print & digital
	Real Simple Renewal	\$ 21.00		
Utilities			\$ 4,649.82	
	City - water	\$ 213.04		
	City - sewer	\$ 318.24		
	Consumers - electric	\$ 2,131.49		
	Consumers - natural gas	\$ 826.58		
	MEI Internet	\$ 504.95		
	MEI Phones	\$ 201.44		
	Fusion Land Lines	\$ 388.75		
	Granger Waste Services	\$ 65.33		recycling
Contracted IT Services			\$ 1,200.00	
	Clark Technical Services	\$ 1,200.00		monthly IT
Disposable Technology			\$ 238.58	2 new laptop docks
Technology - non-depreciable			\$ 1,619.72	2 new staff laptops
Website			\$ 1,800.00	ReciteMe Toolbar (covered by grant and donation)
Software Subscriptions			\$ 1,725.75	
	Duo	\$ 30.00		Monthly Duo 2-factor authentication for VPN (2FA)
	Princh	\$ 1,695.75		5 year pre-payment for Princh (\$300 savings)
Software Licenses			\$ 1,248.48	annual self-check license renewal
Printer/Copier Lease/Maint			\$ 1,020.24	quarterly
Custodial/Cleaning Services	Key Cleaning		\$ 2,334.17	
Building Repair & Maintenance			\$ 810.00	
	Town & Country	\$ 810.00		security system repair (patio door)
Maintenance Contracts			\$ 3,065.56	
	Schindler	\$ 3,065.56		annual payment
Bldings & Blding Imp. Depreciable			\$ (3,669.94)	reclassifying water fountain to non-depreciable
Bldings & Blding Imp. Non-Depreciable			\$ 3,669.94	reclassifying water fountain to non-depreciable
Lakeland Lib. Co-op Services			\$ 4,650.35	Quarterly costs
	Delivery charges	\$ 776.00		
	Admin. services	\$ 786.10		
	ILS Fees	\$ 3,088.25		
Legal Services			\$ 308.00	city attorney for windows

Account Name	Vendor/Category	Amount	Total	Notes
Consulting Services			\$ 332.50	
	dbHMS	\$ 332.50		window consultant
Professional Services			\$ 716.69	Digitizing 2025 Banner and Sun & News
Promotions/Marketing			\$ 450.00	Additional Summer Reading graphics
Memberships			\$ 860.99	
	MLA	\$ 791.00		HPL and Director renewal
	Quill	\$ 69.99		
Dues & Fees			\$ 352.25	
	Rotary	\$ 156.00		
	Kiwanis	\$ 151.25		
	Notary Bond	\$ 45.00		Friends covered
Inspection Services	Fire Fighter Sales & Service		\$ 162.75	Fire extinguisher inspection
Collection Services			\$ 19.70	
Lost/Damaged Materials Fees			\$ 29.98	patron refund(s)
Total Invoices (without wages & benefits):			\$ 31,504.98	

CITY OF HASTINGS

BALANCE SHEET
AS OF APRIL 30, 2026

FUND 271 - LIBRARY FUND

	FISCAL YTD 30-APR-26	FISCAL YTD 30-APR-25
ASSETS		
<hr/>		
271-000-001-001 CHECKING ACCOUNT - COMMON CASH	275,353.68	89,604.09
271-000-001-002 CHECKING ACCOUNT - PAYPAL CONT	.00	500.00
271-000-004-000 PETTY CASH	468.00	468.00
271-000-017-000 INVESTMENTS - AMERICN DEP MGMT	63,818.81	61,473.71
271-000-017-050 INVESTMENTS - MI CLASS POOLED	540,494.38	519,025.96
	<hr/>	<hr/>
TOTAL ASSETS	880,134.87	671,071.76
	<hr/> <hr/>	<hr/> <hr/>
 LIABILITIES AND FUND BALANCE		
<hr/>		
LIABILITIES		
<hr/>		
271-000-202-000 ACCOUNTS PAYABLE	.00	(417.66)
271-000-255-000 SECURITY DEPOSITS PAYABLE	50.00	.00
	<hr/>	<hr/>
TOTAL LIABILITIES	50.00	(417.66)
 FUND BALANCE		
<hr/>		
271-000-375-000 FUND BALANCE - RESTRICTED	294,161.39	212,992.24
271-000-380-000 COMMITTED FUND BALANCE	300,000.00	300,000.00
REVENUE OVER EXPENDITURES - YTD	285,923.48	158,497.18
	<hr/>	<hr/>
TOTAL FUND BALANCE	880,084.87	671,489.42
	<hr/>	<hr/>
TOTAL LIABILITIES AND FUND BALANCE	880,134.87	671,071.76
	<hr/> <hr/>	<hr/> <hr/>



Summary of Fund Activity
Paul & Rosellen Siegel Fund for the Hastings Public Library - # 00104

Fund Statement: 1/1/2026 through 5/29/2026

Beginning Fund Balance		537,962.92
Revenue		
4020 NonSpendable Contributions		300.00
4120-4130 5470 Investment Gains/Losses		29,454.93
4110 Dividends		1,307.16
Total Revenue		31,062.09
Expenses		
5040 Fund Administrative Fee		(1,142.01)
5220...5225 Bank Service Charges		(3.20)
Total Expenses		(1,145.21)
Total Change In Fund Balance		29,916.88
Ending Fund Balance		567,879.80
3000 Current Spending		17,689.95
3005 Spendable Contributions		26,122.71
3010 Investment Earnings		119,251.41
3020 NonSpendable		404,815.73
Gift Summary		
Donor:	Date:	
4110 Joint Investment Allocation	01/31/26	31,101.53
4020	02/19/26	100.00
4020	03/04/26	200.00
		300.00
Grant Summary		
Grantee:	Date:	Amount:
[G/L Account No.] [Akoya Memo]	[Posting Date]	0.00
Other Expense Summry		
Vendor:	Date:	Amount:
5220 Credit Card	02/19/26	(3.20)
5040 Fund 00104; AverageDailyBalance: 446206.3500; AverageDailyHistoric: 394217.9300; FeePercent: 0.0100;	03/31/26	(1,142.01)
		(1,145.21)



Hastings Street Superintendent monthly update

Robert Neil-Street Superintendent

Projects ongoing and upcoming:

- Lead service asphalt patching has been ongoing
- 21-Lead Service line replacements were completed in May
- Misc road repairs have been taking place as well as being scheduled
- Hydrant flushing was completed 1st week of May
- Catch Basin repair-ongoing
- Sidewalk has been placed at Bob King Park that leads into the Pickleball courts
- Dps is working on a Storm Drain Cleaning program
- Pedestrian island has been installed
- Crack Sealing should begin late early June
- DPS responded to 6 calls for sewer Issues
- Parks and Park Bathrooms are open for use
- Repairs have been made to irrigation and has been turned on
-

DPS crews have been working with contractors on the Market and Green St project. Upcoming, the DPS will continue to work on Lead service asphalt patching, Lead service replacements, and water main break repair. DPS has been doing an excellent job keeping up with everything we have.

Rob Neil- Street Superintendent

Hastings Nature Board

5.19.26 Meeting

Minutes

West park entrance (Ridgewood Drive)

Attendees

Lauren Tripp

Mark Arens

Jennifer Haywood

Hannah Jaquays

Kate Youngs

Jeremy Boge

1. Previous contact between Michigan DEQ and the City came to the conclusion that the wetland area is healthy and removal of the former dam/earthen berm would be expensive without a resulting ecological or safety benefit. No further movement on this topic unless something changes.
2. Invasive plants
 - a. Phragmites has been sprayed once. Results are good, but seeding/new growth will be an ongoing problem. Lauren will confirm that we are on a program for maintenance spraying.
 - b. Barberry
 - i. Widespread in the upland areas.
 - ii. Protects mice
 1. Important tick host
 - iii. More Barberry=more mice=more ticks=more Lyme etc.

iv. An email from MDARD came out on 5-21 that Japanese Barbary is one of 6 species that has been added to the invasive species list. (This wasn't part of the meeting, rather added as a postscript by JBoge.)

c. Japanese Knotweed.

i. Current location is *knot* on City property, rather on adjacent Tripp or Hastings Schools property.

1. Lauren has intentions to coordinate between her parcel and the school district to manage this.

That plan will help the City avoid spread onto the park.

3. Erosion

The main path descending from the woodlot to the old dam has an 8-12" deep x 12-20" wide x 20' long erosion gully.

This looks like a potential safety hazard.

The only remedy we can come up with is an aggregate like crushed concrete.

Hana will check with the City about aggregate availability.

Hastings Public Library Board of Trustees
DRAFT Minutes
Date: June 1, 2026 - 4:30 PM
Location: Hastings Public Library, 227 E. State St., Hastings, MI 49058
Community Room

1. CALL TO ORDER:

The Meeting was called to order by Cloe Oliver at 4:28 p.m.

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

2. AGENDA:

3. MINUTES: Carol Dwyer motioned to approve the May 4, 2026, minutes, seconded by Ann Devroy. Motion approved.

4. CORRESPONDENCE: Received positive notes and letters from Patrons.

5. FINANCIALS:

- a. April invoices and Budget Report: Rebecca Lectka motioned to approve the financials, seconded by Carol Dwyer. Motion approved.

6. LIBRARY DIRECTOR REPORTS

- a. May 2026
- b. April 2026 Infographic

7. COMMITTEES

- a. Budget and Finance –
- b. Building and Grounds – Scheduled spring walk thru June 10, 2026
- c. Personnel – Moved to June 15, 2026
- d. Policy-
- e. Marketing-
- f. Endowment-

8. UNFINISHED BUSINESS: None

9. NEW BUSINESS:

- a. **Moved this item to unfinished business for future vote.** Discuss how to use spendable endowment funds of ~\$26,755. As of May 18, 2026, the Endowment contains \$ 26,755.72 in “spendable contributions.” This money currently contributes towards our annual endowment earnings, but could be considered for other uses. Note this “spendable” amount fluctuates slightly, so at the time of any transfer or withdrawal, it will be slightly higher or lower than indicated here.

Options include:

1. Shift it into “non-spendable” within the Endowment where it will earn more long-term investment income than leaving it in “spendable.” Rough estimates are that this could add \$1,071 to the annual payout in the short-term. As the total value compounds over time, earnings should continue to increase. Moving to “non-spendable” cannot be undone.

2. Withdraw it for current library expenses. This will reduce Endowment earnings in the long term but how much cannot be easily quantified. It should be a very small percentage. This option is not ideal as the money is not currently needed. Once window work is complete, however, it could help offset any un-recouped attorney & consultant fees. If this option is chosen, the offset will occur in whatever fiscal year the transaction happens; it cannot be delayed or back-dated.

3. Shift it to the Capital Fund. This might better protect the amount from investment loss, as the Capital Fund is more conservatively invested, and hold it for planned roof repairs. That would bring the total Capital Fund “spendable” to ~\$65,406.67, which could be withdrawn to help pay for the roof when the work is done.

- b. Handicap Parking Update – hoping to start this project in the early fall.
- c. Updated 2026 Board Training Outline
- d. July 6 & August 3 Meeting Updates – Longer Sessions
a. July: John McNaughton, Grand Rapids Public Library Director
b. August: Workplace Genius workshop with Mid Michigan Library league Director Jennifer Balcom

10. PUBLIC COMMENTS

11. BOARD MEMBER COMMENTS

12. NEXT MEETING Next board meeting on Monday, July 6, 2026, at 4:30 p.m.

13. ADJOURNMENT: Meeting was adjourned at 5:14 p.m.

CITY OF HASTINGS
PLANNING COMMISSION MEETING MINUTES
June 1, 2026

The meeting was called to order at 7:00 p.m. by Chairperson Hatfield with the following Commissioners present: Levi Bolthouse, Scott Darling, David Hatfield, Bill Mattson, Jacquie McLean, David Tossava, and Tom Wiswell. Student member Meredith Ansorge was also present.

Call to Order

Absent: Nichole Lyke, Sarah Moyer-Cale

Also present: Planning Consultant Rebecca Harvey, Community Development Director Dan King, and Assistant City Manager Hana Jaquays

It was MOVED by McLean and SECONDED by Darling to approve the agenda as presented. All members present voting yes; motion carried.

Approval of the Agenda

It was MOVED by Mattson and SECONDED by McLean to approve the May 4, 2026 meeting minutes as presented. All members present voting yes; motion carried.

Approval of the Minutes

None.

Information

King and Harvey presented an overview of the application and planning report. Turning Leaf Rehabilitation Executive Director Sami Al Jallad was present and spoke on behalf of the application. Commissioners requested clarification on square footage of site, clarification on licensing occupancy, and vehicle parking.

Public Hearing:
Site Plan and
Special Land Use
for 1505 N.
Church Street

The hearing was opened for public comment at 7:27 p.m.

Public comment was closed at 7:28 pm.

It was MOVED by McLean and SECONDED by Mattson to approve the special land use and site plan at 1505 N. Church Street to increase the number of adult foster care residents from six (6) to eight (8), with the following contingencies:

- City staff reviewing proposed lighting plan
- Approval of up to eight (8) residents; If additional residents requested, applicant is required to return to Planning Commission

All members present voting yes; motion carried.

Bolthouse recused himself from discussion and voting. Bolthouse exited the meeting at 7:30 p.m.

King presented an overview of the application and planning report.

New Business:
Food Truck Park
at 200 S.
Boltwood

It was MOVED by McLean and SECONDED by Tossava to approve the site plan at 200 S. Boltwood to establish a one-year approval of a food truck park with up to ten (10) food trucks every other Friday from 4PM to 8PM, from June to October. All members present voting yes; motion carried.

Bolthouse returned to meeting 7:35 p.m.

Hatfield noted that the JPA met in May and provided local updates. The JPC met in May and discussed the preliminary site plan for the Meijer project. Hatfield explained site access and traffic patterns were discussed. The JPC will consider the Meijer site plan and SLU request for the gas station at their June meeting.

Old Business
JPA/JPC Update

King provided the Work Task List. King said a survey is published to identify a Housing Committee meeting date.

Work Task List

King said Pennock Community Gardens and North Ridge Estates were added.

Tracking Terms
and Conditions

None

Public Comment

King explained a property on North Michigan may be submitting a rezoning request from AO to R2, and requested the Planning Commission set a public hearing for July's meeting.

Staff Comments

It was **MOVED** by Mattson and **SECONDED** by McLean to allow the public hearing for the rezoning proposal for site on North Michigan to be scheduled administratively once all required items are ready. All members present voting yes; motion carried.

**Commission
Comments**

None

It was **MOVED** by McLean and **SECONDED** by Darling to adjourn the meeting. All members present voting yes; motion carried. The meeting was adjourned at 7:46 p.m.

Adjournment

Respectfully submitted,

Hana Jaquays,
Secretary

Truck #70 Repair Summary

To: Hastings City Council and Sarah Moyer-Cale

From: Robert Neil- Street Superintendent

Subject: Update and Repair Costs for Truck #70

Dear City Council Members,

Additional repairs required for truck #70, which had been previously discussed have been completed. I am writing to provide an update on the diagnosis, the repair process, and the final costs.

The truck was sent back to West Michigan International for further diagnosis. Their technicians discovered two primary issues causing engine problems:

- A hole in a hose that was negatively affecting airflow to the engine.
- A blown exhaust gasket that was causing a significant exhaust leak.

To properly fix the vehicle, it was recommended that we proceed with the repair and retest. Upon removing the exhaust manifold, it was also determined that the exhaust manifold could be resurfaced vs new.

All necessary parts were replaced and reinstalled according to the manufacturer's specifications to ensure the truck's reliability.

The original estimate for this round of repairs was intended to be approx.. (\$5600.00). To ensure the city is receiving the best value, I set up a meeting to discuss the repair details with the dealership's salesman, service manager, and parts manager. After receiving further explanations on the specific charges in question, they adjusted the final invoice down to (\$5018.91).

Sincerely,

Robert Neil-Superintendent of Streets and Construction



BILL TO
CITY OF HASTINGS - 10137
201 E STATE STREET
HASTINGS MI 49058
P: (269) 945-2468
F: (269) 948-9544

DELIVER TO
CITY OF HASTINGS - 10137
201 E STATE ST
HASTINGS MI 49058
P: (269) 945-2468
F: (269) 948-9544

SERVICE INVOICE: R101046590:01

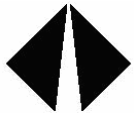
DATE ARRIVED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE				
5/4/2026 9:06:06PM	5/29/2026	SRET	Michael Hill	AR	80134				
YEAR	MAKE	MODEL	VIN	Unit ID	CUST UNIT #	ENGINE HOURS	IN SERVICE	Component Serial #	ODOMETER
2013	INTERNATIONAL	7000 SERIES	1HTWDAZR1DH356103	160065	70	4,300	12/9/2013		33485

Sold Operations

JOB #1 12 ENGINE

COMPLAINT ENGINE HAS LOW POWER WHEN LOADED
CAUSE EXHAUST MANIFOLD LEAKING
CORRECTION Test drove and verified low power, noticed bad vibration/humming noise from under the hood. Found the centrifugal oil filter is vibrating badly, likely has a missing bearing in the filter cap(this is not the cause of low power). For the low power issue I inspected and found a hole in the cold side CAC hose and also the exhaust manifold gasket at #6 cylinder is blown out and causing a significant exhaust leak. Recommend repairing the CAC and exhaust leaks and retesting for low power. DRAINED COOLANT, REMOVED AIR FILTER ASSEMBLY, INTERCOOLER ON TOP OF VALVE COVER, REMOVED TENSIONER, IDLER PULLY, ACCESSORY BRACKET, ALTERNATOR, EXHAUST BACK PSI VALVE, DOWN PIPE, TURBOS, ALL COOLANT TUBING AND OIL FEED, AND DRAINS, THEN REMOVED EGR COOLER, THEN EXHAUST MANIFOLD. INSTALLED MANIFOLD WITH NEW GASKET, TOURQED TO SPEC, FIRST TOURQE 20FTLBS THEN 40FTLBS THEN 70FTLBS THEN 4 OF THE BOLTS TO 75FTLBS. I THEN INSTALLED NEW SEAL RINGS FOR EGR COOLER , INSTALLED EGR COOLER, HEAT SHIELD, EXHAUST BACK PSI VALVE, TURBO ASSEMBLY, NEW OIL FEED, INSTALED INTERCOOLER, NEW UPPER CAC HOSE, ACCESSORY MOUNT, TENSIONER, IDLER, ALTERNATOR, BELT, HOOKED UP ALL VACUME LINES, COOLANT LINES, ELECTRICAL CONNECTIONS, INSTALLED TURBO DOWNPIPE WITH NEW GASKET AND CLAMP ON DOC SIDE, FILLED WITH COOLANT, LET RUN IN SHOP FOR A BIT TO CHECK FOR LEAKS, NO LEAKS, INSTALLED FENDER, INNER FENDERS, TOOK ON DRIVE AND WITH A LOADED TRUCK IT HAS GOOD POWER. NEEDS ANOTHET TEST DRVIE AND NEED TO CHECK FOR LEAKS. ROAD TESTED THEN INSPECTED WITH NO ISSUES.
 REPAIR COMPLETE

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	101D/FLTANBC14Kf	Fleetrite Brake Cleaner	7.74	7.74
1	101D/ZSH550041810G	Coolant	14.83	14.83
2	101N/1841365C3	Bolt, Torque Prevailing, M12 X	19.29	38.58
4	101N/1844447C1	O-ring	22.31	89.24
5	101N/1873161C2	Bolt, M12 X 1.75 X 70mm	15.81	79.05
1	101N/1875808C1	Gasket, Tube, Egr, Triangle Sh	20.50	20.50
1	101N/1885590C93	Tube, Turbo Oil Supply	194.75	194.75
1	101N/1889134C91	Seal Kit, Exhaust Ring, Manifo	63.48	63.48
1	101N/1889332C92	Seals Kit, Turbo	174.44	174.44



Sold Operations (Cont.)

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
3	101N/1891394C1	Bolt, M12 X 70 Stud	19.61	58.83
1	101N/2606467C92	Oil Filter Kit, Centerfuse	52.19	52.19
1	101N/3014297C92	Cap, Oil Filter, W/ Bearing, C	390.22	390.22
2	101N/3539142C1	Clamp, Heat Exchanger	55.01	110.02
1	101N/3805267C2	Clamp, Turbo	62.81	62.81
1	101N/3882822C1	Hose, Cac, Cold Side, Flexible	222.40	222.40
1	101N/6117238C1	Gasket, Exhaust Pipe Flange, 3	22.74	22.74
1	101N/7080336C1	O-ring Seal	11.67	11.67
3	101N/7094780C1	Stud, Prevailing Torque Bolt,	37.85	113.55
1	101N/7095856C1	Gasket, Exhaust Manifold	117.53	117.53
11	101X/71379	ZIP TIE 14.5 (WIDE)	0.35	3.85
2	101X/73422	3M SCOTCH-BRITE DISC 2"	5.00	10.00
1	10439	PERFORMANCE ENGINEERING	150.00	150.00
12.00	LABOR WMI07-MISC	REPLACE EXH. MANIFOLD GASKETS, CAC HOSE, AND		2,340.00
	177 - King, Derek - M253216			
0.50	LABOR WMI20-DIAG	0-60 DIAGNOSE/REPAIR VERIFICATION/TEST		97.50
	177 - King, Derek - M253216			
2.00	LABOR WMI20-DIAG	STANDARD - DIAGNOSTICS		390.00
	256 - Schick, John - M242325			

Prepay: 0.00 Parts: \$1,858.42 Labor: \$2,827.50 Misc: \$0 Sublet: \$150.00 **\$4,835.92**

JOB #2 INFO INFORMATION ONLY:

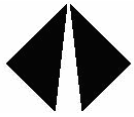
COMPLAINT INFORMATION ONLY: CONTACT IS JUNIOR ARGO @ 269-838-6556
EMAIL: JR Argo <jargo@hastingsmi.gov>

CAUSE
CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE

Prepay: Parts: Labor: Misc: Sublet:

Sold Operations Totals Prepay: 0.00 Parts: \$1,858.42 Labor: \$2,827.50 Misc: \$0.00 Sublet: \$150.00 **\$4,835.92**



Printed Name _____ Signature _____

Customer acknowledges that lug nuts must be re-torqued after 50-100 miles of operation.

<p>CUSTOMER APPROVAL FOR REPAIRS NOT COVERED BY WARRANTY, POLICY, OR FIELD CHANGES</p>	<p align="center">STATEMENT OF DISCLAIMER</p>	<table border="0"> <tr> <td></td> <td align="right">ESTIMATED</td> <td align="right">BILLED</td> </tr> </table>		ESTIMATED	BILLED							
		ESTIMATED	BILLED									
<p>FINANCE CHARGES WILL APPLY IF THE NEW BALANCE IS UNPAID ONE MONTH FROM CLOSING DATE OF STATEMENT. FINANCE CHARGE IS COMPUTED BY A PERIODIC RATE OF 2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% APPLIED TO THE PREVIOUS.</p>	<p>THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.</p>	<table border="0"> <tr> <td>LABOR</td> <td align="right">\$2,827.50</td> </tr> <tr> <td>PARTS</td> <td align="right">\$1,858.42</td> </tr> <tr> <td>MISC</td> <td align="right">\$0.00</td> </tr> <tr> <td>SUBLET</td> <td align="right">\$150.00</td> </tr> <tr> <td>PREPAY</td> <td align="right">\$0.00</td> </tr> </table>	LABOR	\$2,827.50	PARTS	\$1,858.42	MISC	\$0.00	SUBLET	\$150.00	PREPAY	\$0.00
LABOR		\$2,827.50										
PARTS		\$1,858.42										
MISC		\$0.00										
SUBLET		\$150.00										
PREPAY	\$0.00											
<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE</p>	<p>SUBTOTAL \$4,835.92</p>											
<p>I HEREBY AUTHORIZE THE REPAIR WORK HERIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIALS AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSE BY UNAVAILABILITY OF PARTS OR DELAY IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON THE STREETS, HIGHWAYS, OR ELSEWHERE FOR THE PURPOSE OF TESTING AN/OR INSPECTION. AN EXPRESS GARAGE KEEPER'S LIEN IS HEREBY ACKNOWLEDGED ON THIS VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. I UNDERSTAND THAT PURSUANT TO SAID EXPRESS GARAGE KEEPER'S LIEN, I HAVE NO RIGHT OF POSSESSION TO THE ABOVE VEHICLE UNTIL THE REPAIRS THERETO HAVE BEEN PAID IN FULL OR UNTIL YOU AND/OR YOUR EMPLOYEES HAVE RELEASED THE VEHICLE TO ME.</p>	<p>SHOP SUPPLIES \$182.99</p>											
<p align="center">ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE</p>	<p>DISP FEES \$0.00</p>											
	<p>TAX \$0.00</p>											
	<p>TOTAL \$5,018.91</p>											
<p>AUTHORIZED BY _____</p>	<p align="center">-CERTIFICATION - All repairs and parts listed were furnished in compliance with Michigan Auto Repair Ace (P.A.300). _____ Company Authorized Representative</p>	<p align="center">PLEASE REMIT PAYMENT TO: WEST MICHIGAN INTERNATIONAL LLC 575 56TH STREET SW GRAND RAPIDS, MI 49548</p>										
<p>DATE _____</p>												



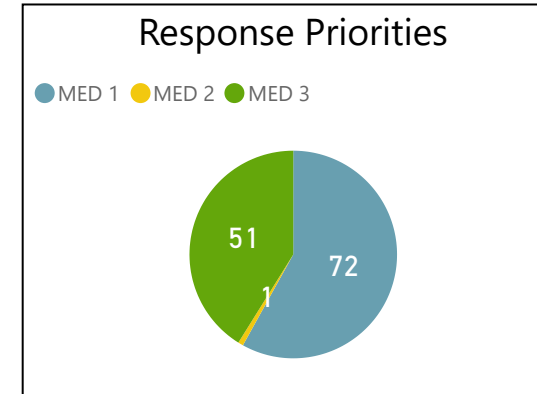
Primary BIRCH Area - Response Summary
 Life EMS Ambulance of Barry County
 For the Period Beginning 04/01/2026 and Ending 04/30/2026

13E

Total Requests 132	Total Transports 80	Cancelled PTA 8	Outgoing TOT 2	Treat/No Transport 42
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Transport Destinations

Destination Facility	Count	Destination Percentage	Average Time on Task
Corewell Health Hospital - Pennock	68	55.74%	00:39:40
No Transport	42	34.43%	00:13:38
Corewell Health Hospital - Butterworth	5	4.10%	01:37:32
Bronson Hosp - Battle Creek	3	2.46%	00:58:50
University of Michigan Health - West	3	2.46%	01:19:29
Corewell Health Hospital - Helen Devos Children's	1	0.82%	01:42:50



Responses Falling Within Each 2 Minute Interval

Response Plan	0-2	2-4	4-6	6-8	8-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24	24-26	>26	TOT	E	Total	Average	
MED 1	1	17	14	15	6	5	5	2		2	1	2			2		72	0:07:42	
MED 3	3	5	13	5	8	7	3	1	1	3	1			1			51	0:08:36	
																		MED 3	0:08:43



NON-BIRCH Area - TOT Summary

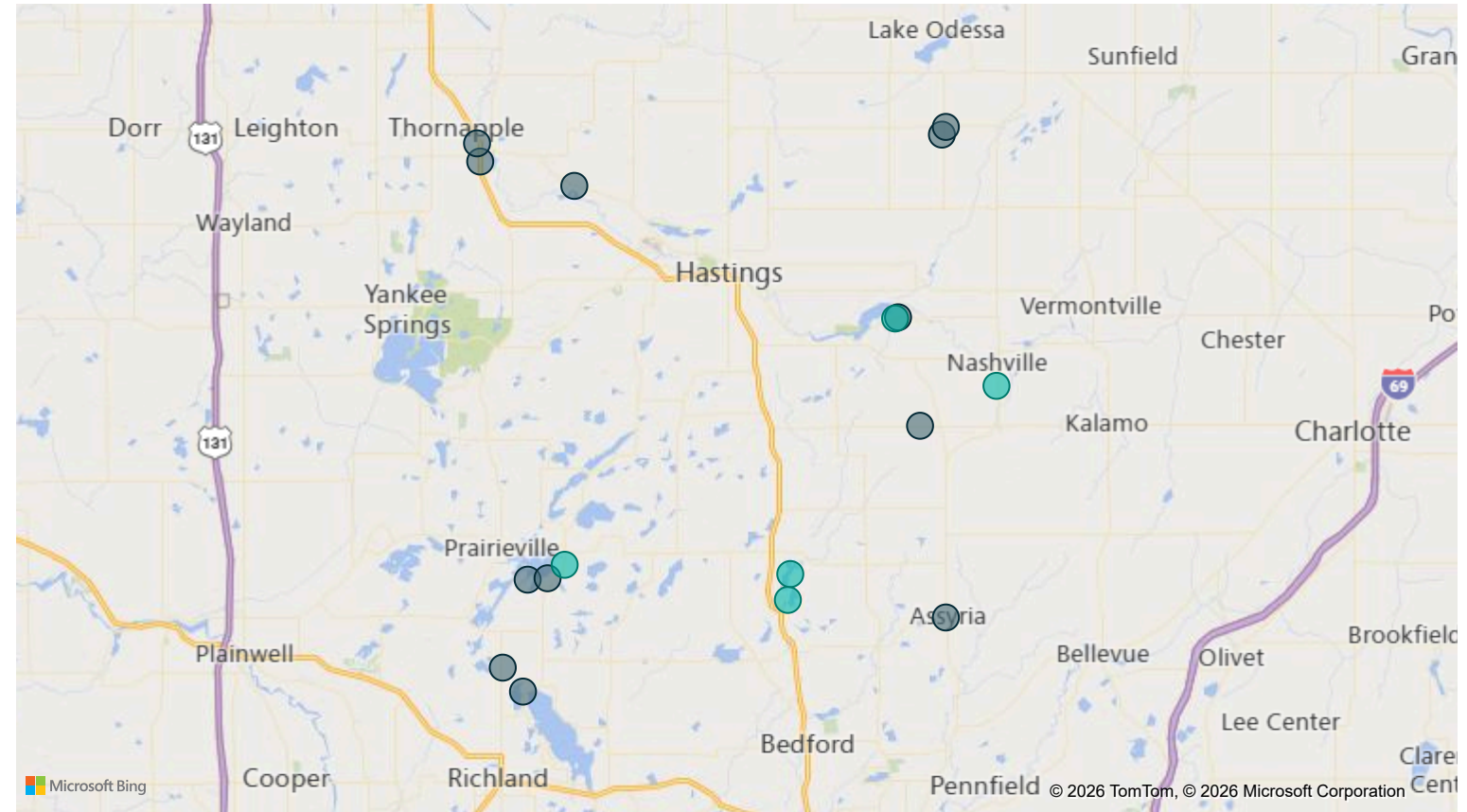
Life EMS Ambulance of Barry County
For the Period Beginning 04/01/2026 and Ending 04/30/2026

Incoming Mutual Aid

Reporting Title	MED 1	MED 3	Total
Assyria Township	1	0	1
Castleton Township	1	1	2
Hickory Corners	1	1	2
Irving Township	1	0	1
Johnstown Township	0	2	2
Maple Grove Township	1	1	2
Prairieville Township	4	0	4
Thornapple Township	2	0	2
Woodland Township	2	0	2
Total	13	5	18

Incoming Mutual Aid Map

Response Plan ● MED 1 ● MED 3





Primary BIRCH Area - Fractile
 Life EMS Ambulance of Barry County
 For the Period Beginning 04/01/2026 and Ending 04/30/2026

Responses Falling Within Each 2 Minute Interval

Community	Response Plan	0-2	2-4	4-6	6-8	8-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24	24-26	>26	TOT	E	Total
Baltimore Township	MED 1				1	1	1	3										6
	MED 3																	
Carlton Township	MED 1				2													2
	MED 3							1			2							3
City of Hastings	MED 1	1	17	12	9		1									2		42
	MED 3	3	5	13	4	4	3											32
Hastings Township	MED 1			2	3	5	1											11
	MED 3				1	4	4	2		1								12
Hope Township	MED 1						2	2	2		2	1	2					11
	MED 3								1		1	1			1			4
Rutland Township	MED 1																	
	MED 3																	



City of Hastings - Response Summary

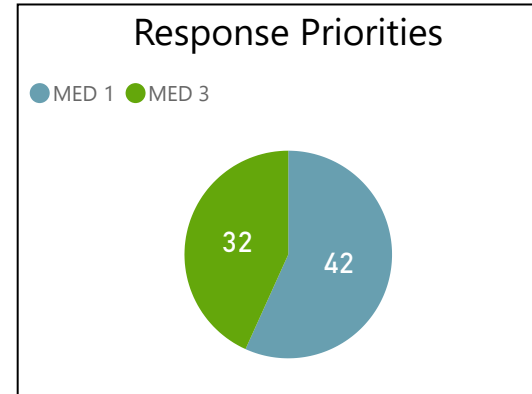
Life EMS Ambulance of Barry County
For the Period Beginning 04/01/2026 and Ending 04/30/2026

Total Requests	Total Transports	Cancelled PTA	Outgoing TOT	Treat/No Transport
78	47	4	2	25

Transport Destinations

Destination Facility	Count	Destination Percentage	Average Time on Task
Corewell Health Hospital - Pennock	41	56.94%	00:34:49
No Transport	25	34.72%	00:12:47
Corewell Health Hospital - Butterworth	4	5.56%	01:35:19
University of Michigan Health - West	2	2.78%	01:06:05

Response Priorities



Responses Falling Within Each 2 Minute Interval

Response Plan	0-2	2-4	4-6	6-8	8-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24	24-26	>26	TOT	E	Total	Average
MED 1	1	17	12	9		1									2		42	0:04:47
MED 3	3	5	13	4	4	3											32	0:05:38



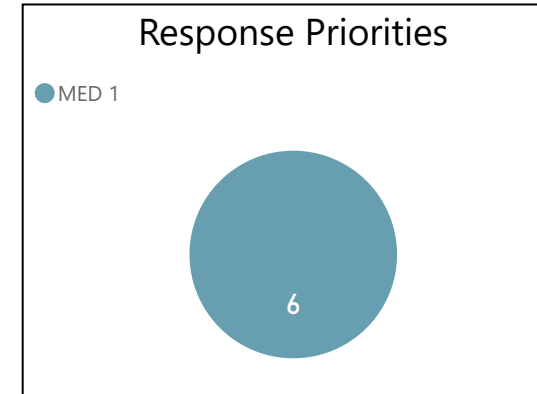
Baltimore Township - Response Summary

Life EMS Ambulance of Barry County
For the Period Beginning 04/01/2026 and Ending 04/30/2026

Total Requests	Total Transports	Cancelled PTA	Outgoing TOT	Treat/No Transport
6	2	0	0	4

Transport Destinations

Destination Facility	Count	Destination Percentage	Average Time on Task
No Transport	4	66.67%	00:12:56
Bronson Hosp - Battle Creek	1	16.67%	01:07:52
Corewell Health Hospital - Butterworth	1	16.67%	01:46:28



Responses Falling Within Each 2 Minute Interval

Response Plan	0-2	2-4	4-6	6-8	8-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24	24-26	>26	TOT	E	Total	Average
MED 1				1	1	1	3										6	0:10:31
MED 3																		



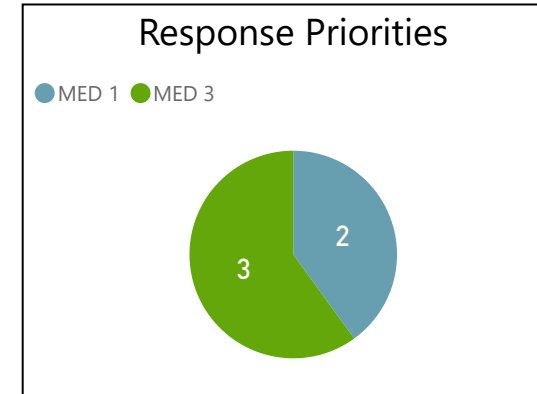
Carlton Township - Response Summary

Life EMS Ambulance of Barry County
For the Period Beginning 04/01/2026 and Ending 04/30/2026

Total Requests	Total Transports	Cancelled PTA	Outgoing TOT	Treat/No Transport
6	2	0	0	4

Transport Destinations

Destination Facility	Count	Destination Percentage	Average Time on Task
No Transport	3	60.00%	00:10:15
Corewell Health Hospital - Pennock	2	40.00%	00:37:13



Responses Falling Within Each 2 Minute Interval

Response Plan	0-2	2-4	4-6	6-8	8-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24	24-26	>26	TOT	E	Total	Average
MED 1				2													2	0:06:51
MED 3							1			2							3	0:16:28



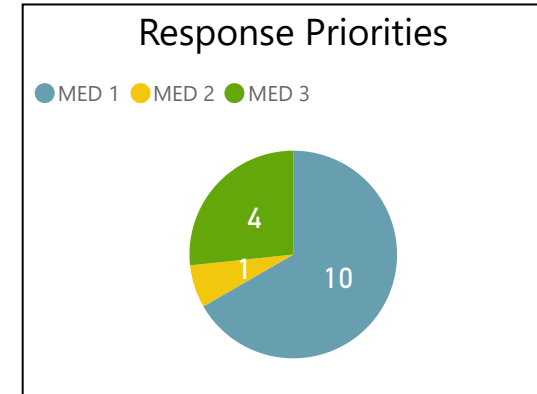
Hastings Township - Response Summary

Life EMS Ambulance of Barry County
For the Period Beginning 04/01/2026 and Ending 04/30/2026

Total Requests	Total Transports	Cancelled PTA	Outgoing TOT	Treat/No Transport
17	12	2	0	3

Transport Destinations

Destination Facility	Count	Destination Percentage	Average Time on Task
Corewell Health Hospital - Pennock	11	73.33%	00:50:43
No Transport	3	20.00%	00:16:12
University of Michigan Health - West	1	6.67%	01:46:19



Responses Falling Within Each 2 Minute Interval

Response Plan	0-2	2-4	4-6	6-8	8-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24	24-26	>26	TOT	E	Total	Average
MED 1			2	2	5	1											10	0:07:50
MED 3				1		1	1		1								4	0:11:57



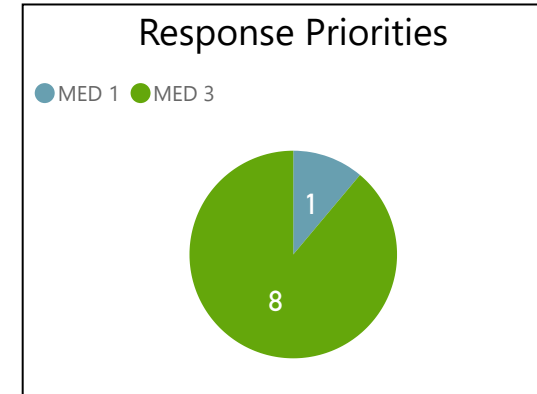
Thornapple Manor - Response Summary

Life EMS Ambulance of Barry County
For the Period Beginning 04/01/2026 and Ending 04/30/2026

Total Requests	Total Transports	Cancelled PTA	Outgoing TOT	Treat/No Transport
9	8	0	0	0

Transport Destinations

Destination Facility	Count	Destination Percentage	Average Time on Task
Corewell Health Hospital - Pennock	6	66.67%	00:41:12
Bronson Hosp - Battle Creek	2	22.22%	00:54:19
No Transport	1	11.11%	00:18:37



Responses Falling Within Each 2 Minute Interval

Response Plan	0-2	2-4	4-6	6-8	8-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24	24-26	>26	TOT	E	Total	Average
MED 1				1													1	0:07:45
MED 3					4	3	1										8	0:10:26



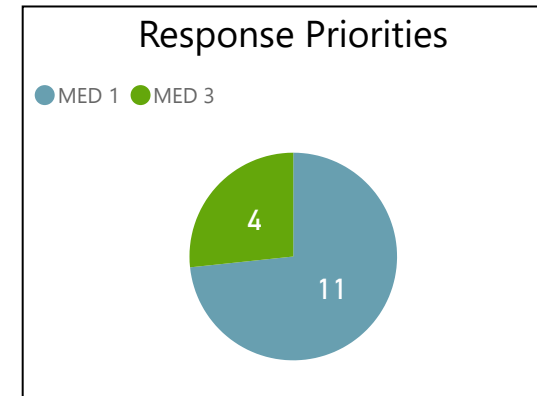
Hope Township - Response Summary

Life EMS Ambulance of Barry County
For the Period Beginning 04/01/2026 and Ending 04/30/2026

Total Requests	Total Transports	Cancelled PTA	Outgoing TOT	Treat/No Transport
16	9	1	0	6

Transport Destinations

Destination Facility	Count	Destination Percentage	Average Time on Task
Corewell Health Hospital - Pennock	8	53.33%	00:48:49
No Transport	6	40.00%	00:17:15
Corewell Health Hospital - Helen Devos Children's	1	6.67%	01:42:50



Responses Falling Within Each 2 Minute Interval

Response Plan	0-2	2-4	4-6	6-8	8-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24	24-26	>26	TOT	E	Total	Average
MED 1						2	2	2		2	1	2					11	0:16:47
MED 3								1		1	1			1			4	0:20:49



Rutland Township - Response Summary
 Life EMS Ambulance of Barry County
 For the Period Beginning 04/01/2026 and Ending 04/30/2026

Total Requests
0

Total Transports
0

Cancelled PTA
0

Outgoing TOT
0

Treat/No Transport
0

Transport Destinations

Destination Facility	Count	Destination Percentage	Average Time on Task
	▼		

Response Priorities

Responses Falling Within Each 2 Minute Interval

Response Plan	0-2	2-4	4-6	6-8	8-10	10-12	12-14	14-16	16-18	18-20	20-22	22-24	24-26	>26	TOT	E	Total	Average
MED 1																		
MED 3																		

Truck #70 Repair Summary

To: Hastings City Council and Sarah Moyer-Cale

From: Robert Neil- Street Superintendent

Subject: Update and Repair Costs for Truck #70

Dear City Council Members,

Additional repairs required for truck #70, which had been previously discussed have been completed. I am writing to provide an update on the diagnosis, the repair process, and the final costs.

The truck was sent back to West Michigan International for further diagnosis. Their technicians discovered two primary issues causing engine problems:

- A hole in a hose that was negatively affecting airflow to the engine.
- A blown exhaust gasket that was causing a significant exhaust leak.

To properly fix the vehicle, it was recommended that we proceed with the repair and retest. Upon removing the exhaust manifold, it was also determined that the exhaust manifold could be resurfaced vs new.

All necessary parts were replaced and reinstalled according to the manufacturer's specifications to ensure the truck's reliability.

The original estimate for this round of repairs was intended to be approx.. (\$5600.00). To ensure the city is receiving the best value, I set up a meeting to discuss the repair details with the dealership's salesman, service manager, and parts manager. After receiving further explanations on the specific charges in question, they adjusted the final invoice down to (\$5018.91).

Sincerely,

Robert Neil-Superintendent of Streets and Construction



BILL TO
CITY OF HASTINGS - 10137
201 E STATE STREET
HASTINGS MI 49058
P: (269) 945-2468
F: (269) 948-9544

DELIVER TO
CITY OF HASTINGS - 10137
201 E STATE ST
HASTINGS MI 49058
P: (269) 945-2468
F: (269) 948-9544

SERVICE INVOICE: R101046590:01

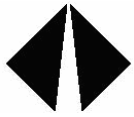
DATE ARRIVED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE				
5/4/2026 9:06:06PM	5/29/2026	SRET	Michael Hill	AR	80134				
YEAR	MAKE	MODEL	VIN	Unit ID	CUST UNIT #	ENGINE HOURS	IN SERVICE	Component Serial #	ODOMETER
2013	INTERNATIONAL	7000 SERIES	1HTWDAZR1DH356103	160065	70	4,300	12/9/2013		33485

Sold Operations

JOB #1 12 ENGINE

COMPLAINT ENGINE HAS LOW POWER WHEN LOADED
CAUSE EXHAUST MANIFOLD LEAKING
CORRECTION Test drove and verified low power, noticed bad vibration/humming noise from under the hood. Found the centrifugal oil filter is vibrating badly, likely has a missing bearing in the filter cap(this is not the cause of low power). For the low power issue I inspected and found a hole in the cold side CAC hose and also the exhaust manifold gasket at #6 cylinder is blown out and causing a significant exhaust leak. Recommend repairing the CAC and exhaust leaks and retesting for low power. DRAINED COOLANT, REMOVED AIR FILTER ASSEMBLY, INTERCOOLER ON TOP OF VALVE COVER, REMOVED TENSIONER, IDLER PULLY, ACCESSORY BRACKET, ALTERNATOR, EXHAUST BACK PSI VALVE, DOWN PIPE, TURBOS, ALL COOLANT TUBING AND OIL FEED, AND DRAINS, THEN REMOVED EGR COOLER, THEN EXHAUST MANIFOLD. INSTALLED MANIFOLD WITH NEW GASKET, TOURQED TO SPEC, FIRST TOURQE 20FTLBS THEN 40FTLBS THEN 70FTLBS THEN 4 OF THE BOLTS TO 75FTLBS. I THEN INSTALLED NEW SEAL RINGS FOR EGR COOLER , INSTALLED EGR COOLER, HEAT SHIELD, EXHAUST BACK PSI VALVE, TURBO ASSEMBLY, NEW OIL FEED, INSTALED INTERCOOLER, NEW UPPER CAC HOSE, ACCESSORY MOUNT, TENSIONER, IDLER, ALTERNATOR, BELT, HOOKED UP ALL VACUME LINES, COOLANT LINES, ELECTRICAL CONNECTIONS, INSTALLED TURBO DOWNPIPE WITH NEW GASKET AND CLAMP ON DOC SIDE, FILLED WITH COOLANT, LET RUN IN SHOP FOR A BIT TO CHECK FOR LEAKS, NO LEAKS, INSTALLED FENDER, INNER FENDERS, TOOK ON DRIVE AND WITH A LOADED TRUCK IT HAS GOOD POWER. NEEDS ANOTHET TEST DRVIE AND NEED TO CHECK FOR LEAKS. ROAD TESTED THEN INSPECTED WITH NO ISSUES.
 REPAIR COMPLETE

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	101D/FLTANBC14Kf	Fleetrite Brake Cleaner	7.74	7.74
1	101D/ZSH550041810G	Coolant	14.83	14.83
2	101N/1841365C3	Bolt, Torque Prevailing, M12 X	19.29	38.58
4	101N/1844447C1	O-ring	22.31	89.24
5	101N/1873161C2	Bolt, M12 X 1.75 X 70mm	15.81	79.05
1	101N/1875808C1	Gasket, Tube, Egr, Triangle Sh	20.50	20.50
1	101N/1885590C93	Tube, Turbo Oil Supply	194.75	194.75
1	101N/1889134C91	Seal Kit, Exhaust Ring, Manifo	63.48	63.48
1	101N/1889332C92	Seals Kit, Turbo	174.44	174.44



Sold Operations (Cont.)

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
3	101N/1891394C1	Bolt, M12 X 70 Stud	19.61	58.83
1	101N/2606467C92	Oil Filter Kit, Centerfuse	52.19	52.19
1	101N/3014297C92	Cap, Oil Filter, W/ Bearing, C	390.22	390.22
2	101N/3539142C1	Clamp, Heat Exchanger	55.01	110.02
1	101N/3805267C2	Clamp, Turbo	62.81	62.81
1	101N/3882822C1	Hose, Cac, Cold Side, Flexible	222.40	222.40
1	101N/6117238C1	Gasket, Exhaust Pipe Flange, 3	22.74	22.74
1	101N/7080336C1	O-ring Seal	11.67	11.67
3	101N/7094780C1	Stud, Prevailing Torque Bolt,	37.85	113.55
1	101N/7095856C1	Gasket, Exhaust Manifold	117.53	117.53
11	101X/71379	ZIP TIE 14.5 (WIDE)	0.35	3.85
2	101X/73422	3M SCOTCH-BRITE DISC 2"	5.00	10.00
1	10439	PERFORMANCE ENGINEERING	150.00	150.00
12.00	LABOR WMI07-MISC	REPLACE EXH. MANIFOLD GASKETS, CAC HOSE, AND		2,340.00
	177 - King, Derek - M253216			
0.50	LABOR WMI20-DIAG	0-60 DIAGNOSE/REPAIR VERIFICATION/TEST		97.50
	177 - King, Derek - M253216			
2.00	LABOR WMI20-DIAG	STANDARD - DIAGNOSTICS		390.00
	256 - Schick, John - M242325			

Prepay: 0.00 Parts: \$1,858.42 Labor: \$2,827.50 Misc: \$0 Sublet: \$150.00 **\$4,835.92**

JOB #2 INFO INFORMATION ONLY:

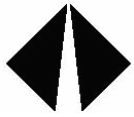
COMPLAINT INFORMATION ONLY: CONTACT IS JUNIOR ARGO @ 269-838-6556
EMAIL: JR Argo <jargo@hastingsmi.gov>

CAUSE
CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE

Prepay: Parts: Labor: Misc: Sublet:

Sold Operations Totals Prepay: 0.00 Parts: \$1,858.42 Labor: \$2,827.50 Misc: \$0.00 Sublet: \$150.00 **\$4,835.92**



Printed Name _____ Signature _____

Customer acknowledges that lug nuts must be re-torqued after 50-100 miles of operation.

<p>CUSTOMER APPROVAL FOR REPAIRS NOT COVERED BY WARRANTY, POLICY, OR FIELD CHANGES</p>	<p align="center">STATEMENT OF DISCLAIMER</p>	<table border="0"> <tr> <td></td> <td align="right">ESTIMATED</td> <td align="right">BILLED</td> </tr> </table>		ESTIMATED	BILLED							
		ESTIMATED	BILLED									
<p>FINANCE CHARGES WILL APPLY IF THE NEW BALANCE IS UNPAID ONE MONTH FROM CLOSING DATE OF STATEMENT. FINANCE CHARGE IS COMPUTED BY A PERIODIC RATE OF 2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 24% APPLIED TO THE PREVIOUS.</p>	<p>THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.</p>	<table border="0"> <tr> <td>LABOR</td> <td align="right">\$2,827.50</td> </tr> <tr> <td>PARTS</td> <td align="right">\$1,858.42</td> </tr> <tr> <td>MISC</td> <td align="right">\$0.00</td> </tr> <tr> <td>SUBLET</td> <td align="right">\$150.00</td> </tr> <tr> <td>PREPAY</td> <td align="right">\$0.00</td> </tr> </table>	LABOR	\$2,827.50	PARTS	\$1,858.42	MISC	\$0.00	SUBLET	\$150.00	PREPAY	\$0.00
LABOR		\$2,827.50										
PARTS		\$1,858.42										
MISC		\$0.00										
SUBLET		\$150.00										
PREPAY	\$0.00											
<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE</p>	<p>SUBTOTAL \$4,835.92</p>											
<p>I HEREBY AUTHORIZE THE REPAIR WORK HERIN SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIALS AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL OR FOR ANY DELAYS CAUSE BY UNAVAILABILITY OF PARTS OR DELAY IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER. I HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE HEREIN DESCRIBED ON THE STREETS, HIGHWAYS, OR ELSEWHERE FOR THE PURPOSE OF TESTING AN/OR INSPECTION. AN EXPRESS GARAGE KEEPER'S LIEN IS HEREBY ACKNOWLEDGED ON THIS VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. I UNDERSTAND THAT PURSUANT TO SAID EXPRESS GARAGE KEEPER'S LIEN, I HAVE NO RIGHT OF POSSESSION TO THE ABOVE VEHICLE UNTIL THE REPAIRS THERETO HAVE BEEN PAID IN FULL OR UNTIL YOU AND/OR YOUR EMPLOYEES HAVE RELEASED THE VEHICLE TO ME.</p>	<p>SHOP SUPPLIES \$182.99</p>											
<p align="center">ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE</p>	<p>DISP FEES \$0.00</p>											
<p></p>	<p>TAX \$0.00</p>											
<p></p>	<p>TOTAL \$5,018.91</p>											
<p>AUTHORIZED BY _____</p>	<p align="center">-CERTIFICATION - All repairs and parts listed were furnished in compliance with Michigan Auto Repair Ace (P.A.300). _____ Company Authorized Representative</p>	<p align="center">PLEASE REMIT PAYMENT TO: WEST MICHIGAN INTERNATIONAL LLC 575 56TH STREET SW GRAND RAPIDS, MI 49548</p>										
<p>DATE _____</p>												