

City of Hastings Michigan

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

Regular Council Meeting July 24, 2023 Executive Summary

Item #	Summary
9A-H	Description: Items for unanimous consent
	Recommended Action: Motion to approve the consent agenda as presented
10A	Description: Approval of Royal Coach site plan and PUD and adoption of Ordinance No. 619
	Recommended Action: Motion to approve the final site plan and Planned Unit Development for parcels located at 328 and 420 East Mill Street as recommended by the Planning Commission and adopt Ordinance No. 619
10B	Description: Resolution 2023-24 amend fee schedule
	Recommended Action: Motion to adopt Resolution 2023-24 correcting the rate charged for monument foundations at Riverside Cemetery
10C	Description: Resolution 2023-25 Revive Barry County Festival
	Recommended Action: Motion to adopt Resolution 2023-25 approving, under the direction of staff, the Revive Barry County Festival at Tyden Park on Saturday, August 19, 2023 from 11:00 AM to 3:00 PM

Item #	Summary
10D	Description: Resolution 2023-26 MDOT road improvements
	Recommended Action: Motion to adopt Resolution 2023-26 to enter
	into an agreement with MDOT for surface transportation
	improvements on W. State Rd.
10E	Description: Streetscape improvements
	Recommended Action: Motion to approve the following bids associated with the streetscape improvements project:
	 Streetscape Construction – Katerberg Verhage - \$2,800,777
	 Streetscape Amenities – Landscape Forms - \$55,870
	• Street Light Poles – MLS West - \$178,711
10F	Description: Bucket truck purchase for DPS
	Recommended Action: Motion to approve the purchase of a bucket truck for the Department of Public Services from M-Tech in the amount of \$194,900
10G	Description: Asphalt paving and repairs
	Recommended Action: Motion to approve asphalt paving and repairs on E. Apple St. and N. Boltwood St. between N. Michigan St. and E. State St. by Murray's Asphalt in the amount of \$14,900
10H	Description: Water treatment plant and water system upgrades
	Recommended Action: Motion to approve planned upgrades to the Water Treatment Plant and Water System by Integrated Controls, Inc. in the amount of \$25,375

Item #	Summary						
101	Description: Wastewater treatment plant upgrades and repairs						
	Recommended Action: Motion to approve wastewater treatment plant upgrades to the SCADA system and repairs to the effluent flow meter by Integrated Controls, Inc. in the amount of \$12,500						
10J	Description: Repairs to backflow preventers Recommended Action: Motion to approve the repair of various backflow preventers in downtown Hastings by Advantage Plumbing and Drain in the amount of \$7,578.59						

COUNTY OF BARRY, STATE OF MICHIGAN

City Council Agenda July 24, 2023

- 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 July 10, 2023 meeting
- $\sqrt{}$ 6. Public Hearings:
 - A. Public hearing to accept comment from the public concerning a Planned Unit Development rezoning and final site plan approval for certain properties located at 328 and 420 East Mill Street.
 - 7. Public Comment:
 - 8. Formal Recognitions and Presentations: (None)
- $\sqrt{9}$. Items for Action by Unanimous Consent:
 - A. Consider a motion to confirm the City Manager's appointment of Mark Jordan as the City of Hastings Fire Chief.
 - B. Consider Mayoral appointment of Amber J. Holland, Business Director for Barry Intermediate School District, to the Local Development Finance Authority for a partial term expiring December 31, 2025.
- * C. Consider request from Gina McMahon, Recreation and Outreach Director of the YMCA, to reserve Tyden Park Big Field, and Fish Hatchery Soccer Field for Youth Flag Football on dates and times outlined in the request.
 - D. Consider request from the Barry County Serenity Club to sell merchandise and collect a free will offering during the Overdose Awareness Day concert on Thursday, August 31, 2023 at Thornapple Plaza.
- * E. Consider request from the Youth Advisory Council to hold the 23rd annual Roof Sit in downtown Hastings on Saturday, October 28, 2023 from 9:00 AM to 11:30 AM.
 - F. Consider request from the Hastings Area School System to hold a community

*

*

carnival on Saturday, July 29, 2023 from 3:00 PM to 7:00 PM at Hastings High School and close S. Young St. from W. Marshall St. to W. South St. during the event.

- * G. Consider request from Pavement Ends Inc. to host the Barry Roubaix Fall Fondo Fundraising cycling event on Sunday, October 8, 2023 from 9:00 AM to 6:00 PM with event staging at Fish Hatchery Park.
- * H. Receive and place on file nine invoices totaling **\$206,922.20** as detailed in attachments.
- $\sqrt{10.}$ Items of Business
- * A. Consider approval of final site plan and Planned Unit Development for certain properties located at 328 and 420 East Mill St. and adoption of Ordinance No. 619.
- * B. Consider adoption of **Resolution 2023-24** to amend the city fee schedule.
- ^k C. Consider adoption of **Resolution 2023-25** to stay necessary ordinances for the Revive Barry County Festival on August 19, 2023 at Tyden Park.
- * D. Consider adoption of **Resolution 2023-26** to enter into an agreement with MDOT for road improvements on W. State Rd.
- * E. Consider approval of bids for the Streetscape Improvements project from the following vendors:
 - Streetscape Construction Katerberg Verhage \$2,800,777
 - Streetscape Amenities Landscape Forms **\$55,870**
 - Street Light Poles MLS West **\$178,711**
- * F. Consider approval of the purchase of a bucket truck for the Department of Public Services from M-Tech in the amount of **\$194,900**.
- * G. Consider approval of asphalt paving and repairs on E. Apple St. and N. Boltwood St. between N. Michigan St. and E. State St. by Murray's Asphalt in the amount of **\$14,900**.
- * H. Consider approval of water treatment plant and water system upgrades by Integrated Controls, Inc. in the amount of **\$25,375**.
 - I. Consider approval of wastewater treatment plant upgrades and repairs by Integrated Controls, Inc. in the amount of **\$12,500**.
 - J. Consider approval of repairs to backflow preventers in downtown Hastings by Advantage Plumbing and Drain in the amount of **\$7,578.59**.
 - 11. Staff Presentations and Policy Discussions (None)
 - 12. City Manager Report:

*

*

- * A. Police Chief Boulter Monthly Report
- * B. City Clerk/Treasurer Bever Monthly Financial Reports
- * C. Community Development Director King Monthly Report
 - D. Library Director Hemerling Monthly Report
- $\sqrt{13}$. Reports and Communications:
- * A. Approved Minutes of the Riverside Cemetery Preservation Advisory Board, June 14, 2023.
 - B. Barry County Central Dispatch Statistics June 2023.
- * C. Draft Library Minutes July 10, 2023.
- * D. August 2023 Event Calendar.
 - 14. Public Comment:
 - 15. Mayor and Council comment:
 - 16. Adjourn

*

*

- * Items with enclosures.
- $\sqrt{}$ 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.

COUNTY OF BARRY, STATE OF MICHIGAN

City Council Minutes July 10, 2023

- 1. Regular meeting called to order at 7:02 PM by Mayor Tossava in Council Chambers at City Hall.
- 2. Present at roll call were Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and Tossava.

City Staff and Appointees Present: Moyer-Cale, Bever, Boulter, Krouse, Tate, King and Robins.

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

Motion by Cary, with support by Furrow, to approve the agenda as presented. All ayes. Motion carried.

5. Approval of the minutes of the June 26, 2023 regular meeting.

Motion by Jarvis, with support by Nesbitt to approve the minutes of the June 26, 2023 meeting as presented.

Ayes:Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and Tossava.Nays:None.Absent:None.Motion carried.

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

None.

- 8. Formal Recognitions and Presentations: (None)
- 9. Items for Action by Unanimous Consent:
 - A. Consider casting a ballot on behalf of the City of Hastings for Christine Burns, Juan Ganum, Kevin Klynstra, Devin Olson, Adam Smith and David Tossava to serve 4-year terms on the MML Workers' Compensation Fund Board.

Motion by Furrow, with support by Cary, to authorize casting ballot for Christine Burns, Juan Ganum, Kevin Klynstra, Devin Olson, Adam Smith and David Tossava to serve 4-year terms on the MML Workers' Compensation Fund Board.

Ayes:Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and
Tossava.Nays:None.Absent:None.Motion carried.None.

B. Receive and place on file three invoices totaling **\$27,819.71** as detailed in attachments.

Motion by McLean, with support by Barlow, to receive and place on file invoices totaling **\$27,819.71.**

Ayes:Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and
Tossava.Nays:None.Absent:None.Motion carried.

- 10. Items of Business:
 - A. Consider adoption of **Resolution 2023-23** to approve, under direction of staff, the Hastings Summerfest Committee request to hold the annual Summerfest celebration on August 25, 26, and 27, 2023 at locations and times included in the attachments.

Motion by Bowers, with support by McLean, to adopt **Resolution 2023-23**, and to approve under the direction of staff the Hastings Summerfest Committee to hold the annual Summerfest Celebration on August 25, 26, and 27, 2023 at locations and times included in attachments.

Ayes:Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and
Tossava.Nays:None.Absent:None.Motion carried.

B. Consider approval of the tentative agreement for Department of Public Services (DPS) wages effective July 1, 2023 and July 1, 2024.

Motion by McLean, with support by Jarvis, to approve the tentative agreement for Department of Public Services (DPS) wages effective July 1, 2023 and July 1, 2024.

Ayes:Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and
Tossava.Nays:None.

Absent: None. Motion carried.

C. Consider approval of a three-year agreement to purchase of cleaning products and associated supplies for the Hastings Fire Department from Cintas for approximately **\$253/month**.

City Manager Sarah Moyer-Cale addressed the Council.

Motion by Barlow, with support by Resseguie to approve the three-year agreement to purchase cleaning products and associated supplies for the Hastings Fire Department from Cintas for approximately **\$253/month.**

Ayes:Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and
Tossava.Nays:None.Absent:None.Motion carried.

- D. Consider approval of the following equipment purchases for the Hastings Fire Department:
 - Two 800 MHz radios from C-Comm of Kalamazoo, Inc. for **\$9,801.84**.
 - Four complete turnout gear sets from Municipal Emergency Services for **\$12,400**.

Four Self-Contained Breathing Apparatus (SCBA) and twelve tanks for use with SCBAs from Allied Fire Sales & Service, LLC for **\$41,344**.

• Four VHF radios from C-Comm of Kalamazoo, Inc. for **\$3,406.08**.

Question from Councilmember Jarvis.

Interim Fire Chief Krouse addressed the Council.

Motion by Jarvis, with support by McLean to approve the following equipment purchases for the Hastings Fire Department:

- Two 800 MHz radios from C-Comm of Kalamazoo, Inc. for **\$9,801.84**.
- Four complete turnout gear sets from Municipal Emergency Services for \$12,400.

Four Self-Contained Breathing Apparatus (SCBA) and twelve tanks for use with SCBAs from Allied Fire Sales & Service, LLC for **\$41,344**.

• Four VHF radios from C-Comm of Kalamazoo, Inc. for **\$3,406.08**.

Ayes:	Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and
	Tossava.
Nays:	None.
Absent:	None.

Motion carried.

E. Consider approval of upgrades to Well #3 and the Booster Station at Bob King Park by Peerless Midwest, Inc. in the amount of **\$100,046.91**.

Question from Councilmember Bowers.

Verne Robins addressed the Council.

Motion by Cary, with support by Barlow, to approve the upgrades to Well #3 and the Booster Station at Bob King Park by Peerless Midwest, Inc. in the amount of **\$100,046.91**.

Ayes:Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and
Tossava.Nays:None.Absent:None.Motion carried.

F. Consider approval of the purchase of two tink buckets from Michigan Caterpillar in the amount of **\$38,852.94**.

Question by Councilmember Bowers.

Travis Tate addressed the Council.

Motion by Resseguie, with support by Barlow, to approve the purchase two tink buckets from Michigan Caterpillar in the amount of **\$38,852.94.**

Ayes:Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and
Tossava.Nays:None.Absent:None.Motion carried.

G. Consider approval of the purchase of four hydrant diffusers from Ferguson Enterprises in the amount of **\$9,087.96**.

Question by Councilmember Bowers. Verne Robins addressed the Council.

Motion by Nesbitt, with support by Jarvis, to approve the purchase of four hydrant diffusers from Ferguson Enterprises in the amount of **\$9,087.96.**

Ayes:Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and
Tossava.Nays:None.Absent:None.

Motion carried.

H. Consider approval for the purchase of services to reduce the impact of fat, oil, and gas (FOG) at the Wastewater Treatment Plant by Clearbrooke Technologies in an annual amount of **\$20,430.50**.

Question by Councilmember Bowers.

Verne Robins addressed the Council.

Motion by McLean, with support by Barlow, to approve the purchase of services to reduce the impact of fat, oil, and gas (F)G) at the Wastewater Treatment Plant by Clearbrooke Technologies in an amount of **\$20,430.50**.

Ayes:Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and
Tossava.Nays:None.Absent:None.Motion carried.

I. Consider approval of a purchase order for diesel fuel from Kent Oil & Propane in the amount not to exceed **\$20,000**.

Motion by McLean, with support by Jarvis, to approve the purchase order for diesel fuel from Kent Oil and Propane in the amount not to exceed **\$20,000**.

 Ayes:
 Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and Tossava.

 Nays:
 None.

 Absent:
 None.

 Motion carried.

- J. Consider approval of purchase orders from Ferguson Enterprises for the following items:
 - Small meters with reading devices in an amount not to exceed **\$200,000**.
 - Large meters in an amount not to exceed **\$10,000**.

Question from Councilmember Bowers.

Response by City Manager Sarah Moyer-Cale and Verne Robins.

Motion by Cary, with support by McLean, to approve purchase orders from Ferguson Enterprises for the following items:

- Small meters with reading devices in an amount not to exceed **\$200,000**.
- Large meters in an amount not to exceed **\$10,000**.

Ayes: Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and

Council Minutes

Tossava. Nays: None. Absent: None. Motion carried.

K. Consider approval of a purchase order for Wastewater Treatment Plant testing services Trace Labs in an amount not to exceed **\$12,000**.

Questions from Councilmember Bowers.

Verne Robins addressed the Council.

Motion by Barlow, with support by Resseguie, to approve a purchase order for Wastewater Treatment Plant testing services Trace Labs in an amount not to exceed **\$12,000.**

Ayes:Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and
Tossava.Nays:None.Absent:None.Motion carried.

L. Consider approval of a purchase order for Wastewater Treatment Plant laboratory supplies from NC Labs in an amount not to exceed **\$10,000**.

Question by Councilmember Bowers.

Travis Tate addressed the Council.

Motion by Resseguie, with support by Nesbitt, to approve of a purchase order for Wastewater Treatment Plant laboratory supplies from NC Labs in an amount not to exceed **\$10,000**.

Ayes:Barlow, Bowers, Cary, Furrow, Jarvis, McLean, Nesbitt, Resseguie and
Tossava.Nays:None.Absent:None.Motion carried.

M. Consider setting a public hearing on Monday, July 24, 2023 at 7:00 PM to accept comment from the public concerning a Planned Unit Development rezoning and final site plan approval for certain properties located at 328 and 420 East Mill Street.

Motion by Bowers, with support by Barlow, to set a public hearing on Monday, July 24, 2023 at 7:00 PM to accept comments from the public concerning a Planned Unit Development rezoning and final site plan approval for certain properties located at 328 and 420 East Mill Street. All ayes. Motion carried.

- 11. Staff Presentations and Policy Discussions (None)
- 12. City Manager Report:
 - A. Public Services Director Tate presented his Monthly Report
 - B. Interim Fire Chief Krouse presented his Monthly Report
 - C. Assessor Rashid Monthly Report was presented.
 - 13. Reports and Communications:
 - A. Draft Minutes DDA June 15, 2023
 - B. Draft Minutes LDFA June 22, 2023
 - C. Events Calendar July 2023

Motion by McLean, with support by Nesbitt, to receive and place on file Items #13.A. through #13.C. inclusive. All ayes. Motion carried.

14. Public Comment:

None.

15. Mayor and Council comment:

Comments from Mayor Tossava, Councilmembers Resseguie, Barlow and Bowers.

16. Adjourn

Motion by McLean, with support by Barlow, to adjourn at 7:45 PM. All ayes. Motion carried.

Read and Approved:

David J. Tossava, Mayor

Christopher R. Bever, City Clerk



Regular Council Agenda Item Memorandum

To: Hastings City Council From: Sarah Moyer-Cale, City Manager Subject: Confirmation of Mark Jordan as Fire Chief Meeting Date: July 24, 2023

Recommended Action:

Motion to confirm the City Manager's appointment of Mark Jordan as Fire Chief.

Background Information:

The city received 15 applications for the fire chief position which were narrowed down to six applicants who were interviewed. The interviews were conducted by a panel consisting of myself, Chief Minshall from Mason, and Chief Burke from Elba Township. From those interviews, the panel narrowed down the final three candidates. A town hall meeting was scheduled, and the candidates were invited to participate in answering questions from myself and members of the public who attended. This was very well attended and speaks volumes for how important of a decision this is for our community.

I take selecting people to be on my management team very seriously and make leadership choices carefully. There are numerous upcoming critical investments to be made in the fire department and the city needs an experienced, approachable leader to make these investments a success. That is why I have selected Mark Jordan to be the next Fire Chief for the City of Hastings.

Mark holds an Associate of Science degree and various certifications. He served in the Bellevue Fire Department for many years including over five years as Fire Chief. He has also been a business owner and communications engineer in his prior experience. Mark is a very enthusiastic and capable leader. He believes in creating opportunities for empowerment and leading by example.

Financial Implications: None.

YMCA OF BARRY COUNTY



FOR YOUTH DEVELOPMENT® FOR HEALTHY LIVING FOR SOCIAL RESPONSIBILITY

Dear Sarah Moyer-Cale,

The YMCA of Barry County would like to request the use of the following fields:

*Tyden Park Big Field (in the middle) and Fish Hatchery Soccer Field for YMCA youth flag football.

Monday through Thursday, 5:30pm-8:30pm

- 1. Tyden Park: 8/21/23-10/26/23
- 2. Fish Hatchery Park: 8/28/23-10/26/23

Thank you for your time and consideration. If you have any questions or concerns, please contact me at the YMCA of Barry County.

Sincerely,

Huna Manaly

Gina McMahon Recreation & Outreach Director YMCA of Barry County July 6, 2023 269-945-4574 <u>gina@ymcaofbarrycounty.org</u>





Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Barry County Serenity Club Overdose Awareness Concert

Meeting Date: July 24, 2023

Recommended Action:

Approve Barry County Serenity Club to sell merchandise (t-shirts, bracelets) and collect a free will offering during the Overdose Awareness Day concert on Thursday August 31, 2023 from 6:00 PM to 9:00 PM at Thornapple Plaza.

Background Information:

International Overdose Awareness Day is the world's largest annual campaign to end overdose, remember without stigma those who have died, and acknowledge the grief of the family and friends left behind. The campaign raises awareness of overdose, which is one of the world's worst public health crises and stimulates action and discussion about evidence-based overdose prevention and drug policy. The campaign acknowledges the profound grief felt by families and friends whose loved ones have died or suffered permanent injury from a drug overdose.

International Overdose Awareness Day spreads the message about the tragedy of drug overdose death and that drug overdose is preventable.

Staff has reviewed this request and has no concerns.

Financial Implications:

There are no financial implications for the City.

Attachments:

• Barry County Serenity Club Council Request Letter

July 3th 2023 To when it may Concern, and County Serenity C. 50103 Meetings Denola inter DIGCP awar eness Conc anconto mm CON 12.1 00 000 inns P ises goes towa mone Sevenity bors open literature Daying the keep our Thank you for your time Sevenity Clu Darn



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Youth Advisory Council (YAC) Request

Meeting Date: July 24, 2023

Recommended Action:

Approve, under direction of staff, the Youth Advisory Council (YAC) request to hold their 23rd annual Roof Sit in downtown Hastings on Saturday October 28, 2023 from 9:00 a.m. until 11:30 a.m. YAC members will be placed on the four corners of Jefferson and State Streets holding signs to solicit support for a local nonprofit agency. The nonprofit this year will be Green Gables Haven.

Background Information:

The Youth Advisory Council was created in 1996 by the directors of the Barry Community Foundation in response to a statewide challenge issued by the WK-Kellogg Foundation. Last year YAC was able to raise \$4,547.73 for Safe Harbor Children's Advocacy Center.

Financial Implications:

There are no financial implications for the City

Attachments:

- YAC Request Letter
- Special Event Application



June 27, 2023

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



Dear Hastings City Council,

As representatives of the Youth Advisory Council, we would like to formally request approval to host our 23rd annual roof sit on October 28, 2023 in downtown Hastings. We would like to host the event on the corner of State and Jefferson, from 9:00 a.m.-11:30 a.m. Enclosed with this letter you will find a special event application form and an application for a banner permit.

Green Gables Haven is an outstanding organization that provides a refuge for victims of domestic violence. Green Gables Haven has served over 2,000 victims of domestic violence almost 900 of which were children. Green Gables Haven offers many supportive services such as counseling, assistance pursuing employment, food benefits, and referrals to other supportive services. Without this organization in our community many women and children would still be suffering from domestic abuse. All of us at the Youth Advisory Council are eager to raise money to help this amazing cause. The Roof Sit will involve student volunteers from the Youth Advisory Council holding signs in an attempt to raise money from community members and collecting pledges from local businesses.

Last year, YAC was able to raise \$4,547.73 for Safe Harbor Children's Advocacy Center. We hope to have similar if not greater results this year which would allow for a large impact on Green Gables Haven.

The YAC interns would be happy to attend a city council meeting if desired. Thank you for your consideration and for your history of allowing YAC to host this event in the past.

Kind Regards

Luke Froncheck Advisor, Youth Advisory Council Email: <u>luke@barrycf.org</u> Blake Hardy, Evan Liu, Ryan Skidmore Youth Advisory Council Interns

Encl. [Special event permit application] [Banner permit application]



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						
Luke Floncheck Applicant/Organization Name	/Youth Adv	Soly Counsil	(269) 245-24 Phone	20		
Blake Haroy Contact Name	(616) 581-0 Phone	9008	blakehafdy 216 Email	i cloud.com		
S Noodway 54 Street	Hastings City	M] State	49058 Zip			
Contact person on day of event (if different than above	e)	Phone			
Section 2: Event Information						
YAC Annual	Roof Sit					
Name of Event						
Fundraising e	vent					
Description of Event						
10/29/2023		9:00 a.m1	1:30 o.m.			
Event Dates		Time (From/To)				
012 8 12023 8:45 a.m Set up Date(s) and Time(s)	- 9:00 a.m.	<i> 0 </i> 2 8 <i> ての</i> 23 Clean Up Date(s) and		Q = (?);		

Corner of State and Jefferson

Location(s) of Event

40-50

Unknown

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
 - o If checked, please provide a proposed detour route.
- □ Closure of public parking area
- □ Use of park area
- □ Firepits/open flame
- □ Fireworks or pyrotechnics
 - o 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
 - o If yes, what time will music begin and end? <u>9:00 arms 11:30 arms</u>
 - 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
 - o If yes, provide a copy of liability insurance listing the City as an additional insured party.
- X 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.
 - o 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.

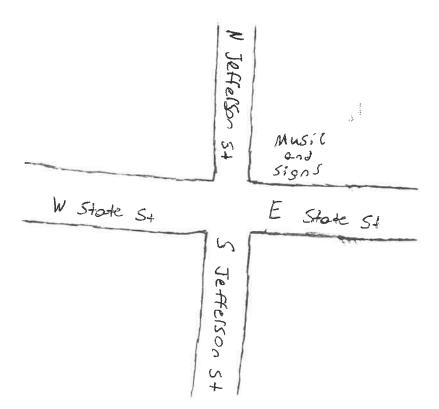
Please describe how garbage will be managed?

Members will promptly dispose of any garbage YAC public trash cons. 10

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 subcontractor involved in hosting the event.
- 5. Upon approval of the event, the Applicant agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers, and contractors from any and all claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from any act or omission by the applicant, its agents, employees, contractors, and volunteers, and violation of state or federal law, and any other acts of the applicant or attendees causing personal injury or property damages in connection with this event.
- 6. A breach in any of the above may result in the denial of the application or revocation of an approval by the City.

Luke Froncheck Barry Community Foundation Printed Name of Applicant & Name of Organization U-20-23

Signature

Date

Section 6: City Review – For Office Use Only

A. Police Department Review:

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

Other Comments:

B. Public Services Director Review

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

____Trash receptacles ____Barricades ____Traffic cones ____Restroom Cleaning

____Fencing ____Water or Electric ____Other

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

Other Comments:

C. Fire Chief Review

Comments:

D. Community Development Department Review

Comments:

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



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Hastings Area School System (HASS) Community Carnival

Meeting Date: July 24, 2023

Recommended Action:

Approve, under direction of staff, Hastings Area School System (HASS) request to hold a community carnival on Saturday July 29th from 3:00 PM until 7:00 PM at Hastings High School and to close South Young Street from West Marshall to West South Street during the event.

Background Information:

HASS will be hosting the first community carnival at Hastings High School. Most of the activities will occur at Baum Stadium at Johnson Field or other school property. HASS is requesting the closure of South Young Street from West Marshall to West South Street to stage some of the district's new school buses as well as the Saxon Spirit Bus. Staff has no concerns with this event.

Financial Implications:

There are no financial implications for the City

Attachments:

- HASS Request Letter
- Special Event Application



HASTINGS AREA SCHOOL SYSTEM

232 West Grand Street • Hastings, Michigan 49058 • (269) 948-4400 • FAX (269) 948-4425 Web Site: www.hassk12.org

> BOARD OF EDUCATION Luke E. Haywood, President Valerie A. Slaughter, Vice President Jennifer L. Eastman, Secretary Michael A. Nickels, Treasurer Daniel F. Patton, Trustee Bradley W. Tolles, Trustee Louis F. Wierenga, Jr., Trustee

ADMINISTRATION Matthew J. Goebel, Superintendent Robert T. Berlin, Assistant Superintendent of Operations Beth A. Stevens, Assistant Superintendent of Achievement

7-12-2023

Dear Honorable City Council Members,

Hastings Area School System is requesting consideration by the Hastings City Council to support the first ever Hastings Area School System Carnival. Our hope is to allow Community Members to come and have a fun afternoon while also learning more about our great school district. We would like to have 4 of our brand-new school buses on display for new 2023-2024 schoolyear riders. We would like to inform the Community of the upcoming Bond Proposal as well. We are inviting local law enforcement in hopes of displaying a police cruiser. We hope that the fire department will also have an interest in displaying one of the fire trucks as well. There will be free concessions, music, games, and much more.

The district would like to hold this event Saturday July 29, 2023, starting at 3:00pm and ending at 7:00pm.

Thank You, for your consideration in this request!

Respectfully

Dale D. Krueger Director of Maintenance and Grounds Hastings Area School System 232 W. Grand St. Hastings, MI 49058 Office Phone (269) 945-6152 Email <u>Dale.krueger@hassk12.org</u>



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 Hastings Aren Schod System Applicant/Organization Name (269)945-6152 Phone Date Krueger (269)945-6152 Email @ hasskiz. org 232 West Grand St Hastings Street City 49058 Nate Krveye Cell (269) 320-3082 Phone Contact person on day of event (if different than above) Section 2: Event Information Hastings Axen School System Community Carnival Name of Event Event for Community members and partners to learn Description of Event More about Hastings Area School Sustem. Saturday July 29, 2023 3:00 pm to 7:00 pm Set up Date(s) and Time(s) Set up Date(s) Set up Date(s) and Time(s) Set up Date(s) Set up

Page 1 of 5

Hastings High School

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
 - o If checked, please provide a proposed detour route.
- Closure of public parking area
- Use of park area
- □ Firepits/open flame
- □ Fireworks or pyrotechnics
 - o 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) 2-Food Wagons

- o If yes, provide copy of Health Department Food Service License
- □ _Temporary structures (including tents or pavilions)
- Music
 - o If yes, what time will music begin and end? 3:00 pm /7:00 pm
 - If yes, what type of music is proposed? Live Acoustic Live Amplification Recorded Loudspeakers or public address system ON fortball field using Sound system
- Parade
- □ Race (ex: 5K)
- Vendors/sale of goods
- Carnival rides
 - o If yes, provide a copy of liability insurance listing the City as an additional insured party.
- $\hfill\square$ Signs or banners
- Animals/petting zoo on school property
- 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.
 - o If yes, provide a copy of Michigan Liquor Control License Application.
 - 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?

On school property, Sistrict staff will be manage

Section 4: Site & Event Plan

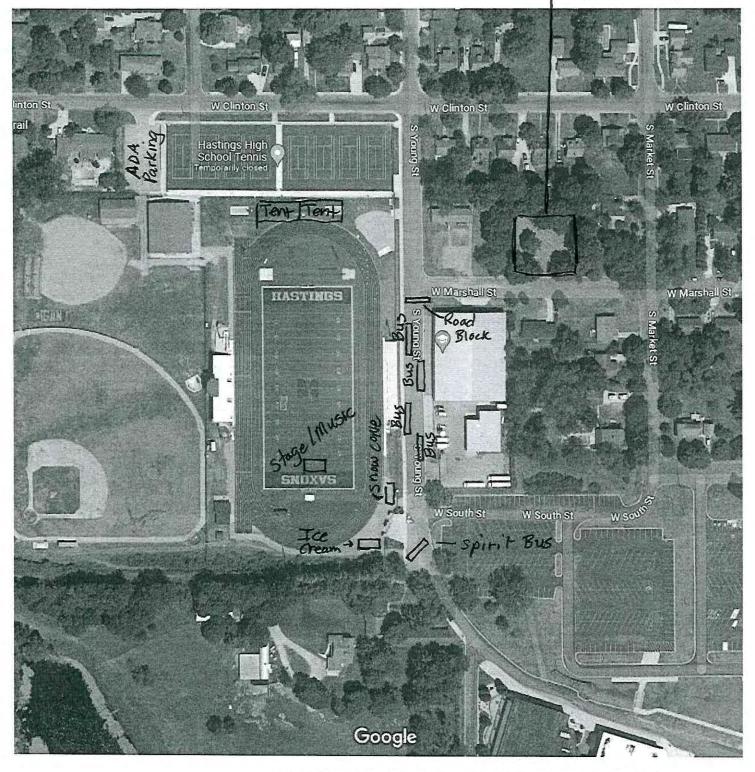
Please prepare a site plan that includes the following information:

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 Map

Google Maps

Animal Petting Area



Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, Map data ©2023 100 ft

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 subcontractor involved in hosting the event.
- 5. Upon approval of the event, the Applicant agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers, and contractors from any and all claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from any act or omission by the applicant, its agents, employees, contractors, and volunteers, and violation of state or federal law, and any other acts of the applicant or attendees causing personal injury or property damages in connection with this event.
- 6. A breach in any of the above may result in the denial of the application or revocation of an approval by the City.

Hastings Area School System 7-14-2023

Printed Name of Applicant & Name of Organization

ignature

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:

Ne	would	love	to	invite	l	officer e	Patrol	Car	for	Kids	to
50	e.										

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
			icour oom ciconing

____Fencing _____Water or Electric ____Other

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

Other Comments:

C. Fire Chief Review

Comments:

D. Community Development Department Review

Comments:

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



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Barry Roubaix Fall Fondo Fundraising Request

Meeting Date: July 24, 2023

Recommended Action:

Approve, under direction of staff, the request from the Barry Roubaix to conduct the sixth Fall Fondo Fundraising cycling event with staging in Fish Hatchery Park on Sunday October 8, 2023 from 9:00 AM until 6:00 PM.

Background Information:

After a four-year hiatus, Barry Roubaix organizers are bringing back the sixth Fall Fondo fundraising event to the City of Hastings on Sunday October 8, 2023 from 9:00 AM until 6:00 PM. Organizers anticipate between 400-600 riders will participate in this event. This year the Roubaix will be partnering with the Barry County Animal Shelter and Barry County Imagination Library as the charity organizations that will receive proceeds from the ride. Unlike the annual Roubaix, this event will be entirely staged at Fish Hatchery Park. Staff has reviewed the request and has no concerns.

Financial Implications:

Pavement Ends, Inc/Barry Roubaix are billed for direct expenses incurred by the City of Hastings.

Attachments:

- Pavement Ends Request Letter
- Special Event Application
- Event Map

August 13, 2023

Mayor David Tossava City Council Members 201 E. State Street Hastings, MI 49508

Re:Fall Fondo Ride 2023

Dear Mayor and Council Members:

We are writing to you on behalf of Pavement Ends Inc. regarding the Barry Roubaix Fall Fondo Fundraising cycling event. We are requesting permission from the City hold the benefit ride on <u>Sunday, October 8, 2023 from 9 AM – 6 PM.</u>

This will be the sixth year for the event and we are excited to bring this event back, since the last ride in 2019. We enjoy organizing this ride not only for the cycling community but for the City of Hastings who have been wonderful partners with our Barry Roubaix events. This year we will once again partner with the Barry County Animal Shelter and the Barry County Imagination Library as the charity organizations who'll receive proceeds from the ride. To date, the Fall Fondo fundraiser has generated over \$12,000 for the charities and their annual operating budgets.

This event will be on a much smaller level than The Barry-Roubaix Spring Race, as we anticipate around 400 - 600 riders. There won't be any race chute, street closings or big after-parties. The only impact to the city will be added traffic and the ride roll out at Noon. One change for this year's event is the request to use Fish Hatchery Park for parking, rider check-in and the gathering before and after the ride. There will also be the bike traffic on Green St. for a small window of time from 12 to 12:10 when riders depart the park for the ride. We plan to stage riders in the park service drive from 11:50 – Noon and depart promptly at Noon. If the City police are available, we would also ask that they hold up West bound traffic on Green St. outside the park entrance, as well as at the corner of Green St. and Cook. This should take no more than 10 minutes to get everyone out of the park and safely on Cook Road as they hit the Barry Roubaix course.

Upon completion of the ride, participants will visit restaurants and explore the City of Hastings.

Thank you for your consideration of this request. Should you have questions regarding this event please contact us at any time.

Best regards,

Scott TenCate and Matt Acker: Co-Event Directors Pavement Ends Inc. - 616-292-2395



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.

PAVENTENDS INC. / FALL FONDO 666-292-2395 Applicant/Organization Name Phone SCOTT TenCate 616-292-2395 Tenner@BarryRoubaix. Con Contact Name Phone Email Section 1: Applicant/Organization Information 5 Mile ROAD NE ADA, MI 49301 City State 6575 Zip Street Contact person on day of event (if different than above) Phone Section 2: Event Information NDC Name of Event Group Ride Benefiting BAVRY ANIMAL Sheltery IMAGINATIO 10/8/23 <u>9AM - 6 pm</u> Time (From/To) 10/8/23 9AM 10/8/23 6 PM et up Date(s) and Time(s) Page 1 of 5

FISH HATCHERY PARK & BArry ROUBAIX COURSE Location(s) of Event 400 RIDERS 400 RIDERS

Estimated number of volunteers

stimated 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
- X 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
- Y Temporary structures (including tents or pavilions)
 - Music
 - o If yes, what time will music begin and end?
 - o 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
 - o If yes, provide a copy of liability insurance listing the City as an additional insured party.
- X 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.
 - o If yes, provide a copy of Michigan Liquor Control License Application.
 - o 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.

Page 2 of 5

See Attached Map

Section 5: Acknowledgements and Hold Harmless Agreement

The Applicant understands and agrees to the following:

- This application is subject to review by various city departments and must be approved by the City Council. Failure to submit this application in a timely manner may delay approval or result in the denial of the application. Submission of the application does not guarantee an approval. The City may require conditions on the approval of any application.
- 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.

TALEMENT ENd

Printed Name of Applicant & Name of Organization

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 Electr	ricOthe	r

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

Page 5 of 5

2023 Fall Fondo - Fish Hatchery Event Map



Summary - City of Hastings Invoices City Council Meeting July 24, 2023

No.	. Vendor	Amount	Description
1	Aunalytics, Inc.	\$13,925.00	Managed services, Security / Storage June 2023
2	Aunalytics, Inc.	\$13,025.00	
3	Highpoint Community Bank	\$67,530.45	Annual Vactor payment
4	MCSA GROUP, INC.	\$37,921.00	
5	Midwest Collaborative for Library	\$6,165.49	
6	Prein & Newhof	\$6,380.00	
7	Wickham Cemetery Care	Therefore a constraint of the second se	
8	Wickham Cemetery Care	\$36,637.76	
9	YMCA of Barry County		July 1, 2023 to December 31, 2023 agreement between YMCA and City.
	Total Items 9	\$206,922.20	

FISCAL

YEAR

23-24

1

.

Remit To: Aunalytics, Inc. PO Box 809113 Chicago, IL 60680-9113

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

Э

٩

PO Number: Account Number: C-001323
 Date:
 06/01/2023

 Invoice Number:
 29985151

 Payment Terms:
 Net 30

Payment Due Date: 07/01/2023

ID	Date	Item Description	Туре	Quantity	Rate/Cost	Tax Amount	Billable Amount
1	07/01/2023	Backup SAN Storage (per TB) Image: Date: 07/01/2023 - 07/31/2023 Contract: Cloud Services, 29890774	Service	3.00	100.00	0.00	300.00
2	07/01/2023	Cloud Backup: Veeam Backup & Replication Enterprise Plus License Date: 07/01/2023 - 07/31/2023 Contract: Cloud Services, 29890774	Service	6.00	12.00	0.00	72.00
3	07/01/2023	Cloud Backup: Veeam Cloud Connect VM License Date: 07/01/2023 - 07/31/2023 Contract: Cloud Services, 29890774	Service	1.00	4.00	0.00	4.00
4	07/01/2023	Cloud Backup: Veeam 0365 Exchange Online (per User) Date: 07/01/2023 - 07/31/2023 Contract: Other Services, 29890776	Service	66.00	5.00	0.00	330.00
5	07/01/2023	CSP-GCC (Monthly): Microsoft Defender for Office 365 (Plan 1) GCC Date: 07/01/2023 - 07/31/2023 Contract: Other Services, 29890776	Service	67.00	0.00	§ 0.00	0.00
6	07/01/2023	CSP-GCC (Monthly): Office 365 G1 GCC Date: 07/01/2023 - 07/31/2023 Contract: Other Services, 29890776	Service	15.00	8.80	0.00	132.00
7	07/01/2023	CSP-GCC (Monthly): Office 365 G3 GCC Date: 07/01/2023 - 07/31/2023 Contract: Other Services, 29890776	Service	54.00	22.00	0.00	1,188.00
8	07/01/2023	CSP-GCC (Monthly): Project Plan 3 for GCC Date: 07/01/2023 - 07/31/2023 Contract: Other Services, 29890776	Service	1.00	30.00	0.00	30.00
9	07/01/2023	DRaaS (VMware Availability) - Standard Server License Date: 07/01/2023 - 07/31/2023 Contract: Cloud Services, 29890774	Service	6.00	10.00	0.00	60.00

We strongly encourage our clients to consider electronic payment of your invoices. Aunalytics new ACH banking information is as follows:

Bank Routing # (ABA) – 021052053 Account # - 38257164 Remittance Email: AR@aunalytics.com

1

e e e e

Remit To: Aunalytics, Inc. PO Box 809113 Chicago, IL 60680-9113

ID	Date	Item Description		Туре	Quantity	Rate/Cost	Tax Amount	Billable
10	07/01/2023	B DRaaS: GB RAM Date: 07/01/2023 - 07/31/2023 Contract: Cloud Services, 29890774	Q	Service	84.00	6.00	0.00	504.00
11	07/01/2023	DRaaS: TB Storage Date: 07/01/2023 - 07/31/2023 Contract: Cloud Services, 29890774	Ð	Service	2.00	100.00	0.00	200.00
12	07/01/2023	DRaaS: vCPU Date: 07/01/2023 - 07/31/2023 Contract: Cloud Services, 29890774		Service	20.00	10.00	0.00	200.00
13	07/01/2023	GB RAM Date: 07/01/2023 - 07/31/2023 Contract: Cloud Services, 29890774	3	Service	84.00	10.00	0.00	840.00
14	07/01/2023	HaaS: Access Point M-MR33 Date: 07/01/2023 - 07/31/2023 Contract: Managed Services (Wireless	City Hall), 29887516	Service	6.00	35.00	0.00	210.00
15 (07/01/2023	HaaS: Access Point M-MR33 Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	2)	Service	2.00	40.00	0.00	80.00
16 (HaaS: Firewall M-MX64 Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	<u></u>	Service	2.00	160.00	0.00	320.00
17 (HaaS: Firewall M-MX84 (Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	Z)	Service	1.00	300.00	0.00	300.00
18 0		HaaS: Firewall MX65 Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	2	Service	1.00	180.00	0.00	180.00
19 0		HaaS: Router - M2M Date: 07/01/2023 - 07/31/2023 Contract: Managed Services & HaaS (W cancellation 3/1/23), 29885129	ater Plant) M2M (pending	Service	1.00	30.00	0.00	30.00
20 0	1	HaaS: Router Date: 07/01/2023 - 07/31/2023 Contract: Connectivity, 29889486	Ð	Service	1.00	30.00	0.00	30.00
1 07	C	HaaS: Server - ESX ProLiant Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	Ì	Service	1.00	400.00	0.00	400.00

We strongly encourage our clients to consider electronic payment of your invoices. Aunalytics new ACH banking information is as follows:

Remit To: Aunalytics, Inc. PO Box 809113 Chicago, IL 60680-9113

ID	Date	Item Description	Туре	Quantity	Rate/Cost	Tax Amount	Billable Amount
22	07/01/2023	HaaS: Switch (USW-PRO-24-POE) Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	Service	2.00	40.00	0.00	80.00
23		Internet Service- M2M Cellular Date: 07/01/2023 - 07/31/2023 Contract: Connectivity, 29888190	Service	1.00	75.00	0.00	75.00
24	07/01/2023	Internet Service- M2M Cellular Date: 07/01/2023 - 07/31/2023 Contract: Connectivity, 29889486	Service	1.00	75.00	0.00	75.00
25	07/01/2023	Internet Service: 100Mbps () Date: 07/01/2023 - 07/31/2023 () Contract: Cloud Services, 29890774 ()	Service	1.00	290.00	0.00	290.00
26		Internet Service: Broadband - Waste Water Treatment Plant - 225 N. Cass St. Date: 07/01/2023 - 07/31/2023 Contract: Connectivity, 29888190	Service	1.00	300.00	0.00	300.00
27	•	Internet Service: Broadband - Water Treatment Plant - 135 W. Mill St Date: 07/01/2023 - 07/31/2023 Contract: Connectivity, 29888190	Service	1.00	200.00	0.00	200.00
28		Managed Service: Access Point (Controller Based) Date: 07/01/2023 - 07/31/2023 Contract: Managed Services (Wireless - City Hall), 29887516	Service	6.00	20.00	0.00	120.00
29		Managed Service: Access Point (Controller Based) Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	Service	2.00	20.00	0.00	40.00
30	, .	Managed Service: Access Point (Stand Alone) Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	Service	6.00	35.00	0.00	210.00
31		Managed Service: Domain Hosting Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	Service	2.00	10.00	0.00	20.00
32		Managed Service: Firewall Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	Service	4.00	250.00	0.00	1,000.00
33		Managed Service: Multi-Function Device () Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	Service	3.00	50.00	0.00	150.00

We strongly encourage our clients to consider electronic payment of your invoices. Aunalytics new ACH banking information is as follows:

Remit To: Aunalytics, Inc. PO Box 809113 Chicago, IL 60680-9113

ID	Date	Item Description	Туре	Quantity	Rate/Cost	Tax	Billable Amount
34	07/01/2023	B Managed Service: Network Device (Router) - M2M Date: 07/01/2023 - 07/31/2023 Contract: Managed Services & HaaS (Water Plant) M2M (pending cancellation 3/1/23), 29885129	Service	1.00	100.00	0.00	100.00
35	07/01/2023	Managed Service: Network Device (Router) Date: 07/01/2023 - 07/31/2023 Contract: Connectivity, 29889486	Service	1.00	70.00	Q.00	70.00
36	07/01/2023	Managed Service: Network Device (Switch) Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	Service	11.00	40.00	0.00	440.00
37	07/01/2023	Managed Service: Secure Managed Workstation (Legacy OS) Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	Service Bundle	1.00	120.00	0.00	120.00
38		Managed Service: Secure Managed Workstation CSP Defender, Device Encryption, Managed Service Workstation, OpenDNS Umbrella, Security Awareness, Sophos Central Intercept X Endpoint, Two Factor Authentication Date: 07/01/2023 - 07/31/2023	Service Bundle	40.00	70.00	~ 0.00	2,800.00
39 (Managed Service: Server (Virtualization Host, ESX or Hyper-V) - ESX ProLiant is Physical on Site Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	Service	1.00	250.00	0.00	250.00
40 C		Managed Service: Server (Windows Virtual) Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	Service Bundle	8.00	100.00	0.00	800.00
41 0	1	Managed Service: UPS Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775	Service	5.00	20.00	0.00	100.00
1 2 0	1	Performance Storage (1000 iops) - per TB Date: 07/01/2023 - 07/31/2023 Contract: Cloud Services, 29890774	Service	2.00	180.00	0.00	360.00
13 0	ι	SPLA: Windows Remote Desktop Services SAL (per User) Date: 07/01/2023 - 07/31/2023 Contract: Cloud Services, 29890774	Service	42.00	8.00	0.00	336.00
4 0)	7/01/2023 s C	SPLA: Windows Server (per vCPU) Date: 07/01/2023 - 07/31/2023 Contract: Cloud Services, 29890774	Service	22.00	7.00	0.00	154.00

т.

We strongly encourage our clients to consider electronic payment of your invoices. Aunalytics new ACH banking information is as follows:

Remit To: Aunalytics, Inc. PO Box 809113 Chicago, IL 60680-9113

ID	Date	Item Description		Туре	Quantity	Rate/Cost	Tax Amount	Billable Amount
45	07/01/2023	SSL Certificates Date: 07/01/2023 - 07/31/2023 Contract: Managed Services, 29890775		Service	1.00	15.00	0.00	15.00
46	07/01/2023	ST:M2M Backup Connectivity - 35M Date: 07/01/2023 - 07/31/2023 Contract: SNET M2M Backup (Pending	(2)		1.00	50.00	0.00	50.00
47	07/01/2023	vCPU Date: 07/01/2023 - 07/31/2023 Contract: Cloud Services, 29890774	\mathcal{D}	Service	20.00	18.00	0.00	360.00
-		It your invoice?	7	Total Billable Hour	s			0.00
Ema	I us at conti	racts@aunalytics.com	١	Fotal Billable Amo	unt		\$	13,925.00
Acco Jeff	ount Manag Rav	jer:	٢	Fotal Taxes				\$0.00
	ay@aunalyti	cs.com	(Grand Total			\$13	925.00

Tax ID: 45-3679420

5

 Managul SVCS 6600 °°
 Security/Storage 6,750. °°
 WwtP 300.00
 WwtP 275°° 13925 00

We strongly encourage our clients to consider electronic payment of your invoices. Aunalytics new ACH banking information is as follows:

FISCAL

.

23-24-

YEAR

Remit To: Aunalytics, Inc. PO Box 809113 Chicago, IL 60680-9113

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

ŧ

PO Number: Account Number: C-001323 Date: 07/01/2023 Invoice Number: 29986750

Payment Terms: Net 30 Payment Due Date: 07/31/2023

ID	Date	Item Description	Туре	Quantity	Rate/Cost	Tax Amount	Billable Amount
1	05/01/2023	ST:M2M Backup Connectivity (Prorated) - 35Mb/10Mb w/1GB Data Allowance Date: 05/01/2023 - 05/31/2023 Contract: SNET M2M Backup (Cancelled 7/1/23), 29885132	Service Adjustment	-1.00	50.00	0.00	-50.00
2	07/01/2023	HaaS: Router (Prorated) - M2M Date: 07/01/2023 - 07/31/2023 Contract: Managed Services & HaaS (M2M cancelled 7/1/23), 29885129	Service Adjustment	-1.00	30.00	0.00	-30.00
3	07/01/2023	HaaS: Router (Prorated) Date: 07/01/2023 - 07/31/2023 Contract: Connectivity (Cancelled 7/1/23), 29889486	Service Adjustment	-1.00	30.00	0.00	-30.00
4	07/01/2023	Internet Service- M2M Cellular (Prorated) - Water Treatment Plant Date: 07/01/2023 - 07/31/2023 Contract: Connectivity, 29888190	Service Adjustment	-1.00	75.00	0.00	-75.00
5	07/01/2023	Internet Service- M2M Cellular (Prorated) Date: 07/01/2023 - 07/31/2023 Contract: Connectivity (Cancelled 7/1/23), 29889486	Service Adjustment	-1.00	75.00	0.00	-75.00
6	07/01/2023	Managed Service: Network Device (Router) (Prorated) - M2M Date: 07/01/2023 - 07/31/2023 Contract: Managed Services & HaaS (M2M cancelled 7/1/23), 29885129	Service Adjustment	-1.00	100.00	0.00	-100.00
7	07/01/2023	Managed Service: Network Device (Router) (Prorated) Date: 07/01/2023 - 07/31/2023 Contract: Connectivity (Cancelled 7/1/23), 29889486	Service Adjustment	-1.00	70.00	0.00	-70.00
8	07/01/2023	ST:M2M Backup Connectivity (Prorated) - 35Mb/10Mb w/1GB Data Allowance Date: 07/01/2023 - 07/31/2023 Contract: SNET M2M Backup (Cancelled 7/1/23), 29885132	Service Adjustment	-1.00	50.00	0.00	-50.00

We strongly encourage our clients to consider electronic payment of your invoices. Aunalytics new ACH banking information is as follows:

Remit To: Aunalytics, Inc. PO Box 809113 Chicago, IL 60680-9113

ID	Date	Item Description	Туре	Quantity	Rate/Cost	Tax Amount	
9	08/01/2023	Backup SAN Storage (per TB) Image: Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	Service	3.00	100.00	0.00	The second second second
10	08/01/2023	3 Cloud Backup: Veeam Backup & Replication Enterprise Plus License Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	Service	6.00	12.00	0.00	72.00
11	08/01/2023	Cloud Backup: Veeam Cloud Connect VM License Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	Service	1.00	4.00	0.00	4.00
12 (08/01/2023	Cloud Backup: Veeam 0365 Exchange Online (per User) Date: 08/01/2023 - 08/31/2023 Contract: Other Services, 29890776	Service	66.00	5.00	0.00	330.00
13 (08/01/2023	CSP-GCC (Monthly): Microsoft Defender for Office 365 (Plan 1) GCC Date: 08/01/2023 - 08/31/2023 Contract: Other Services, 29890776	Service	67.00	0.00	0.00	0.00
14 0	08/01/2023	CSP-GCC (Monthly): Office 365 G1 GCC Date: 08/01/2023 - 08/31/2023 Contract: Other Services, 29890776	Service	15.00	8.80	0.00	132.00
15 0		CSP-GCC (Monthly): Office 365 G3 GCC Date: 08/01/2023 - 08/31/2023 Contract: Other Services, 29890776	Service	54.00	22.00	0.00	1,188.00
6 0		CSP-GCC (Monthly): Project Plan 3 for GCC Date: 08/01/2023 - 08/31/2023 Contract: Other Services, 29890776	Service	1.00	30.00	0.00	30.00
7 08		DRaaS (VMware Availability) - Standard Server License Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	Service	6.00	10.00	0.00	60.00
8 08	3/01/2023	DRaaS: GB RAM Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	Service	84.00	6.00	0.00	504.00
9 08	01/2023 I	DRaaS: TB Storage Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	Service	2.00	100.00	0.00	200.00
0 08	/01/2023 E	DRaaS: vCPU Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	Service	20.00	10.00	0.00	200.00

We strongly encourage our clients to consider electronic payment of your invoices. Aunalytics new ACH banking information is as follows:

١

1

Remit To: Aunalytics, Inc. PO Box 809113 Chicago, IL 60680-9113

ID	Date	Item Description	Туре	Quantity	Rate/Cost	Tax Amount	Billable Amount
21	08/01/2023	GB RAM Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	Service	84.00	10.00	0.00	840.00
22	08/01/2023	HaaS: Access Point M-MR33 Date: 08/01/2023 - 08/31/2023 Contract: Managed Services (Wireless - City Hall), 29887516	Service	6.00	35.00	0.00	210.00
23	08/01/2023	HaaS: Access Point M-MR33 Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775	Service	2.00	40.00	0.00	80.00
24	08/01/2023	HaaS: Firewall M-MX64 Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775	Service	2.00	160.00	0.00	320.00
25	08/01/2023	HaaS: Firewall M-MX84 Image: O8/01/2023 - 08/31/2023 Image: O8/01/2023 - 08/31/2023 Image: Oscillation of the oscillation oscillation oscillation oscillation oscillation oscillation osci	Service	1.00	300.00	0.00	300.00
26	08/01/2023	HaaS: Firewall MX65 Image: Date: 08/01/2023 - 08/31/2023 Image: Date: 08/01/2023 - 08/01/2023 Image: Date: 08/01/2023 <th< td=""><td>Service</td><td>1.00</td><td>180.00</td><td>0.00</td><td>180.00</td></th<>	Service	1.00	180.00	0.00	180.00
27	08/01/2023	HaaS: Server - ESX ProLiant Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775	Service	1.00	400.00	0.00	400.00
28		HaaS: Switch (USW-PRO-24-POE) Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775	Service	2.00	40.00	0.00	80.00
29		Internet Service: 100Mbps Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	Service	1.00	290.00	0.00	290.00
30		Internet Service: Broadband - Waste Water Treatment Plant - 225 N. Cass St. Date: 08/01/2023 - 08/31/2023 Contract: Connectivity, 29888190	Service	1.00	300.00	0.00	300.00
31		Internet Service: Broadband - Water Treatment Plant - 135 W Mill St Date: 08/01/2023 - 08/31/2023 Contract: Connectivity, 29888190	V. Service	1.00	200.00	0.00	200.00
32 (Managed Service: Access Point (Controller Based) Date: 08/01/2023 - 08/31/2023 Contract: Managed Services (Wireless - City Hall), 29887516) Service	6.00	20.00	0.00	120.00

ы — ЭЭ

We strongly encourage our clients to consider electronic payment of your invoices. Aunalytics new ACH banking information is as follows:

Remit To: Aunalytics, Inc. PO Box 809113 Chicago, IL 60680-9113

1

ID	Date	Item Description		Туре	Quantity	Rate/Cost	Tax	
		B Managed Service: Access Point (Controller Based) Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775	D	Service	2.00	20.00	Amount 0.00	and an an art of the
34	08/01/2023	Managed Service: Access Point (Stand Alone) Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775	D	Service	6.00	35.00	0.00	210.00
35	08/01/2023	Managed Service: Domain Hosting Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775	\mathcal{D}	Service	3.00	10.00	0.00	30.00
36	08/01/2023	Managed Service: Firewall Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775	Ð	Service	4.00	250.00	0.00	1,000.00
37 (08/01/2023	Managed Service: Multi-Function Device Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775		Service	3.00	50.00	0.00	150.00
38 (Managed Service: Network Device (Switch) Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775	r)	Service	11.00	40.00	0.00	440.00
39 0		Managed Service: Secure Managed Workstation (Legacy Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775	r (05)	Service Bundle	1.00	120.00	0.00	120.00
40 0	-	Managed Service: Secure Managed Workstation CSP Def Device Encryption, Managed Service Workstation, OpenDNS Umbrella, Security Awareness, Sophos Central Intercept X End Two Factor Authentication Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775		Service Bundle	40.00	70.00	0.00	2,800.00
1 08	i L	Managed Service: Server (Virtualization Host, ESX or Hyper-V) - ESX ProLiant is Physical on Site Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775)	Service	1.00	250.00	0.00	250.00
2 08	/01/2023 N	Aanaged Service: Server (Windows Virtual) Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775	/	Gervice Bundle	8.00	100.00	0.00	800.00
3 08	D	lanaged Service: UPS late: 08/01/2023 - 08/31/2023 ontract: Managed Services, 29890775) s	iervice	5.00	20.00	0.00	100.00

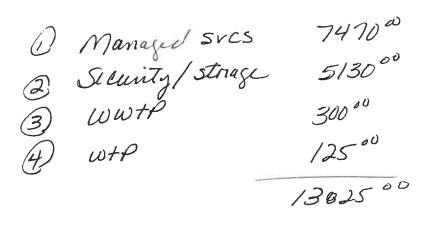
We strongly encourage our clients to consider electronic payment of your invoices. Aunalytics new ACH banking information is as follows:

Remit To: Aunalytics, Inc. PO Box 809113 Chicago, IL 60680-9113

Date	Item Description	0	Туре	Quantity	Rate/Cost	Tax Amount	Billable Amount
08/01/2023	Performance Storage (1000 iops) - per TB Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	(Z)	Service	2.00	180.00	0.00	360.00
08/01/2023	SPLA: Windows Remote Desktop Services SAL () Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	ber User)	Service	42.00	8.00	0.00	336.00
08/01/2023	SPLA: Windows Server (per vCPU) Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	Ì	Service	22.00	7.00	0.00	154.00
08/01/2023	SSL Certificates Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775	O	Service	1.00	15.00	0.00	15.00
08/01/2023	vCPU Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	P	Service	20.00	18.00	0.00	360.00
	•	Total	Billable Ho	urs			0.00
ail us at contr	acts@aunalytics.com	Total	\$1	13,025.00			
-	er:	Total	Taxes				\$0.00
	cs.com	Gran	d Total			\$13,	025.00
	08/01/2023 08/01/2023 08/01/2023 08/01/2023 08/01/2023 estions abou all us at contr count Manag Ray	08/01/2023 Performance Storage (1000 iops) - per TB Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 08/01/2023 SPLA: Windows Remote Desktop Services SAL (1 Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 08/01/2023 SPLA: Windows Server (per vCPU) Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 08/01/2023 SSL Certificates Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775 08/01/2023 vCPU Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 estions about your invoice? all us at contracts@aunalytics.com	08/01/2023 Performance Storage (1000 iops) - per TB Image: Date: 08/01/2023 - 08/31/2023 08/01/2023 SPLA: Windows Remote Desktop Services SAL (per User) Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 08/01/2023 SPLA: Windows Remote Desktop Services SAL (per User) Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 08/01/2023 SPLA: Windows Server (per vCPU) Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 08/01/2023 SSL Certificates Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775 08/01/2023 vCPU Date: 08/01/2023 - 08/31/2023 Contract: Contract: Cloud Services, 29890774 08/01/2023 vCPU Date: 08/01/2023 - 08/31/2023 Contract: Contract: Contract: Contract: Contract: Contract: Contract: Contract: Contract: Contract: Contract: Contract: Contract:	08/01/2023 Performance Storage (1000 iops) - per TB Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Image: Service 08/01/2023 SPLA: Windows Remote Desktop Services SAL (per User) Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Service 08/01/2023 SPLA: Windows Remote Desktop Services SAL (per User) Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Service 08/01/2023 SPLA: Windows Server (per vCPU) Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Image: Service 08/01/2023 SSL Certificates Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775 Image: Service 08/01/2023 vCPU Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Image: Service 08/01/2023 vCPU Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Image: Service 08/01/2023 vCPU Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Image: Service 08/01/2023 vCPU Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Image: Service 08/01/2023 vCPU Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Image: Service 08/01/2023 vCPU Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Image: Service 08/01/20	08/01/2023 Performance Storage (1000 iops) - per TB Service 2.00 Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Service 42.00 08/01/2023 SPLA: Windows Remote Desktop Services SAL (per User) Service 42.00 Date: 08/01/2023 SPLA: Windows Server (per vCPU) Service 22.00 Date: 08/01/2023 SPLA: Windows Server (per vCPU) Service 22.00 Date: 08/01/2023 SPLA: Windows Server (per vCPU) Service 22.00 Date: 08/01/2023 SSL Certificates Service 20.00 Date: 08/01/2023 SSL Certificates Service 20.00 Date: 08/01/2023 - 08/31/2023 Service 20.00 Contract: Cloud Services, 29890774 Service 20.00 Date: 08/01/2023 - 08/31/2023 Service 20.00 Contract: Cloud Services, 29890774 Service 20.00 Date: 08/01/2023 - 08/31/2023 Service 20.00 Ma	08/01/2023 Performance Storage (1000 iops) - per TB Image: 08/01/2023 - 08/31/2023 Service 2.00 180.00 08/01/2023 SPLA: Windows Remote Desktop Services SAL (per User) Service 42.00 8.00 08/01/2023 SPLA: Windows Remote Desktop Services SAL (per User) Service 42.00 8.00 08/01/2023 SPLA: Windows Remote Desktop Services SAL (per User) Service 42.00 8.00 08/01/2023 SPLA: Windows Server (per vCPU) Image: Contract: Cloud Services, 29890774 Service 22.00 7.00 08/01/2023 SPLA: Windows Server (per vCPU) Image: Service Services, 29890774 Service 20.00 7.00 08/01/2023 SSL Certificates Service 1.00 15.00 Date: 08/01/2023 - 08/31/2023 Service 20.00 18.00 08/01/2023 vCPU Service 20.00 18.00 Date: 08/01/2023 - 08/31/2023 Service 20.00 18.00 Contract: Cloud Services, 29890774 Service 20.00 18.00 08/01/2023 vCPU Date: 08/01/2023 - 08/31/2023 Service 20.00 18.00 08/01/2023 wcPU Service: Cloud	08/01/2023 Performance Storage (1000 iops) - per TB Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Service 2.00 180.00 0.00 08/01/2023 SPLA: Windows Remote Desktop Services SAL (per User) Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Service 42.00 8.00 0.00 08/01/2023 SPLA: Windows Server (per vCPU) Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Service 22.00 7.00 0.00 08/01/2023 SSL Certificates Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890775 Service 1.00 15.00 0.00 08/01/2023 SSL Certificates Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890775 Service 20.00 18.00 0.00 08/01/2023 VCPU Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Service 20.00 18.00 0.00 8/01/2023 VCPU Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774 Service 20.00 18.00 0.00 setions about your invoice? ail us at contracts@aunalytics.com Total Billable Hours Total Billable Amount \$1 ount Manager: Ray Total Taxes Total Taxes Total Taxes Total Service Total Service Total Service Total

Tax ID: 45-3679420

3



We strongly encourage our clients to consider electronic payment of your invoices. Aunalytics new ACH banking information is as follows:

2024





1 0.5070 SP 0.600

HASTINGS MI 49058-1954

CITY OF HASTINGS 201 E STATE ST

150 W Court St Hastings, MI 49058 highpointcommunitybank.com

1 1 1

Page 001	LEN DER
PAYMENT INFORMA	TION
ACCOUNT NUMBER	XXXXX7649
STATEMENT CLOSING DATE	6/21/23
PAYMENT DUE DATE	7/20/23
PAST DUE AMOUNT	0.00
CURRENT DUE AMOUNT	67,530.45
PRINCIPAL AMOUNT	63,163.23
INTEREST AMOUNT	4,367.22
NEW BALANCE	258,760.46

Payment Stub on Reverse

Please return coupon portion with your payment



If you have any questions, please call HCB at 1-888-422-2280.

STATE	MENT ACTIVITY	PAYMENTS /	MOUNT DUE
ACCOUNT NUMBER PAYMENT DUE DATE CHECKS & ADVANCES OTHER CHARGES	0.00	STATEMENT CLOSING DA MINIMUM PAYMENT DUE PAYMENTS & CREDITS	ATE 6/21/2 67,530.4 67,530.4
DATE CHECK #	DESCRIPTION OF TRANSACT	IONS AMOUNT	RUNNING BALANCE
6/22/22 7/18/22 7/18/22	PREVIOUS PRINCIPAL BALANCE Interest Payment Split Out Principal Payment Split Ou	5,422.67	320,868.24 320,868.24 258,760.46
VACT	OR	FISCAL	
Tru	OR K MENT	23-24	
PAY.	MENT	YEAR	
	CAB	(AL) SILLY	HASTINGS
		0	







529 Greenwood Avenue S.E. East Grand Rapids, MI 49506 616.451.3346

> City of Hastings Sarah Moyer-Cale, City Manager 201 East State Street Hastings, MI 49058

Invoice number Date 7 07/07/2023

Project 2180 CITY OF HASTINGS -STREETSCAPE IMPROVEMENTS 2023

Invoice Period: June1-30, 2023

For Professional Services in connection with Streetscape Improvements, including: Design Development, Construction Documents, Bidding and Construction Administration. This months services include the topographic survey.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Professional Services	220,000.00	67.66	110,929.26	148,850.26	71,149.74	37,921.00
Total	220,000.00	67.66	110,929.26	148,850.26	71,149.74	37,921.00

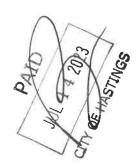
12

Invoice total 37,921.00

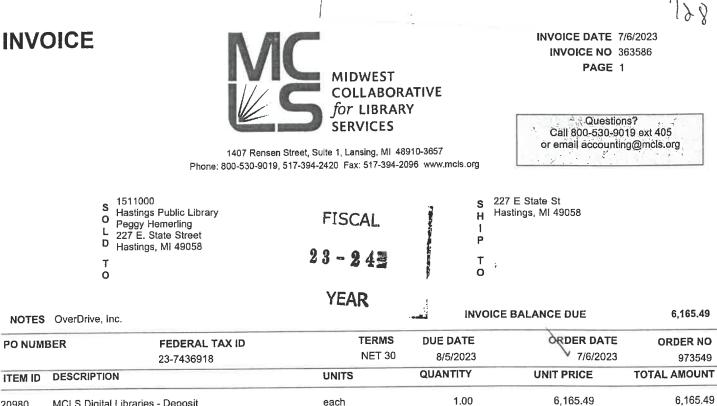
INVOICE SUMMARY

Description		Prior Billed	Total Billed	Current Billed
Professional Services		110,929.26	148,850.26	37,921.00
	Total	110,929.26	148,850.26	37,921.00

»K.i



INVOICE



each

1.00

20980 MCLS Digital Libraries - Deposit OverDrive, Inc.

14

Effective Dates: 7/1/2023 to 6/30/2024

CI TINGS

Freight	0.00
Invoice Total	6,165.49
Prepayment	0.00
INVOICE BALANCE DUE	6,165.49

6,165.49

Please return this stub with your payment.

Account. 1511000 Invoice No. 363586 OverDrive, Inc. Notes

Invoice Total 6,165.49 Prepayment 6,165.49 INVOICE BALANCE DUE

0.00

3649

Prein&Newhof

Engineers-Surveyors-Environmental-Laboratory

3355 Evergreen Drive NE Grand Rapids, MI 49525 t. 616-364-8491 f. 616-364-695 **FISCA**whof.com



YEAR

CITY OF HASTINGS TRAVIS TATE OFFICE OF THE CITY CLERK/TREASURER 201 E STATE ST. HASTINGS, MI 49058 Invoice number Date 75056 06/06/2023

Project 2210548 ELEVATED TANK IMPROVEMENTS-HASTINGS

BILLING PERIOD: 04/30/23 TO 05/27/23

PROFESSIONAL SERVICES RELATED TO ONE YEAR WARRANTY INSPECTION

PO NUMBER: 65959

26,669.18

TERMS: NET 30:"11-1/2% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS



Invoice Total 6,380.00



FISCAL

INVOICE

22-23=

YEAR

Wickham Cemetery Care, LLC 3590 E Barnum Rd Hastings, MI joshuawickham3@gmail.com +1 (269) 589-9816

Riverside Cemetery - City Of Hastings

Bill to Riverside Cemetery - City Of Hastings Invoice details Invoice date: 06/30/2023

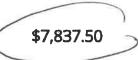
	Product or service		Amount
1.	Cemetery Contract	1 unit × \$6,937.50	\$6,937.50
2.	Cremation - Weekend Service date: 06/24/2023 John Ironside	1 unit × \$300.00	\$300.00 🥿
3.	Full Burial - Weekend Service date: 06/24/2023 Frank Thiel	1 unit × \$600.00	\$600.00

Checks can be made payable to Wickham Cemetery Care, LLC. Thank you!



WICKIAM BERNING IN 209 589 9816

414



Total

4742

INVOICE

FISCAL

23-24-

Wickham Cemetery Care, LLC 3590 E Barnum Rd Hastings, MI joshuawickham3@gmail.com +1 (269) 589-9816 YEAR



Riverside Cemetery - City Of Hastings

Bill to Invoice details Riverside Cemetery - City Of Invoice date: 07/05/2023

	Product or service		Amount
1.	Foundation 20in x 46in - Norman and Keith Cooley	1 unit × \$404.80	\$404.80
2.	Foundation 20in x 62in - Perry and Mary Ann Wiseman	1 unit × \$545.60	\$545.60
3.	Foundation 16in x 44in - Constance Merritt	1 unit × \$309.76	\$309.76
4.	Foundation 16in x 42in - Jersey Family (George, Luella, Pearl)	1 unit × \$296.68	\$296.68
5.	Foundation 20in x 50in - Floyd and Ruth Main	1 unit × \$440.00	\$440,00
6.	Foundation 20in x 44in - Bert and Edna Place	1 unit × \$387.20	\$387.20
7.	Foundation 16in x 42in - Marry Hollyman and Baby Hoevenair	1 unit × \$295.68	\$295.68
8.	Foundation 108in x 16in - Henry and Eliza Meyers	1 unit × \$746.24	\$746.24
9.	Foundation 82in x 20in - Mary and Catherine Hinman	1 unit × \$721.60	\$721.60
10.	Foundation 22in x 48in - Erastus and Mary	1 unit × \$464.64	\$464.64

29.	Foundation 28in x 22in - Jacob and Elizabeth Bechtel	1 unit × \$561.44	\$561.44
30.	Foundation 20in x 32in - Jessie Brunson	1 unit × \$281.60	\$281.60
31.	Foundation 20in x 14in - Faydella Joan	1 unit × \$123.20	\$123.20
32.	Foundation 28in x 18in - Hannah Mills	1 unit × \$221.76	\$221.76
33.	Foundation Andrew, Eli and Glenn Henry	1 unit × \$651.20	\$651.20
34.	Foundation 72in x 20in - Maurice, Lavina and Robert Pierson	1 unit × \$633.60	\$633.60
35.	Foundation 18in x 112in - Peter, Hattie June and Laura Fulton	1 unit × \$887.04	\$887.04
36.	Foundation 32in x 18in - Sarah Davies	1 unit × \$253.44	\$253.44
	Foundation 20in x 32in - Mary A.	1 unit × \$281.60	\$281.60
	Foundation 42in x 32in - Grace and Milton Murphy	1 unit × \$591.36	\$591.36
	Foundation 22in x 18in - George Cappy	1 unit × \$174.24	\$174.24
	Foundation 24in x 20in - Wife of George Cappy	1 unit × \$211.20	\$211.20
	Foundation 30in x 14in - George W and Alice Cappy	1 unit × \$184.80	\$184.80
	Foundation 32in x 12in - Lake	1 unit × \$168.96	\$168.96
	Foundation 20in x 120in - Marquis Lake, Dan Lake and Jannette McIntosh	1 unit × \$1,056.00	\$1,056.00
	Foundation 16in x 20in - James Murphy	1 unit × \$140.80	\$140.80
	Foundation 18in x 16in - Wife of James Murphy	1 unit × \$126.72	\$126.72
46 I	Foundation	1 unit × \$601 92	\$601 92

7

i

11.	Foundation	1 unit × \$281.60	\$281.60
	32in x 20in - W.I. Stone , , ,		
12.	Foundation 16in x 24in - Cora Mills	1 unit × \$168.96	\$168.96
	Ibin x 24m - Cora Mins		
13.	Foundation 16in x 24in - John Doe	1 unit × \$168.96	\$168.96
14.	Foundation	1 unit × \$183.04	\$183.04
	16in x 26in - AB Stephenson		
15.	Foundation	1 unit × \$340.56	\$340.56
	18in x 43in - John Doe		
16,	Foundation	1 unit × \$105.60	\$105.60
	12in x 20in - Henry		
17.	Foundation	1 unit × \$205.92	\$205.92
	18in x 26in - John Doe		
18.	Foundation	1 unit × \$221.76	\$221.76
	18in x 28in - Nellie May		
19.	Foundation	1 unit × \$367.84	\$367.84
	22in x 38in - Custer		
20.	Foundation	1 unit × \$464.64	\$464.64
	22in x 48in - Mary Parsons		
21.	Foundation	1 unit × \$1,140.48	\$1,140.48
	18in x 144in - Young Family		
22.	Foundation	1 unit × \$309.76	\$309.76
	44in x 16in John Doe		
23.	Foundation	1 unit × \$348.48	\$348.48
	36in x 22in - John Doe		
24.	Foundation	1 unit × \$665.28	\$665.28
	84in x 18in - Rennice and James Spencer		
25.	Foundation	1 unit × \$542.08	\$542.08
	56in x 22in - Lional and Arnold		
26.	Foundation	1 unit × \$282.60	\$282.60
:	32in x 20in - James Weber		
27.	Foundation	1 unit × \$485.76	\$485.76
4	46in x 24in - Sophia Webber		
28.	Foundation	1 unit × \$492.80	\$492.80

ł

b

76in x 18in - S.W. Coucher and Alice Coucher

1

.

47	Foundation	1 unit × \$300.96	\$300.96
	38in x 18in - Joseph Harding		
48	Foundation	1 unit × \$704.0 0	\$704.00
-10	80in x 20in - Blanche and Clarence Coucher		470.00
49.	Foundation	1 unit × \$300.96	\$300.96
	38in x 18in - Phoebe J		
50	Foundation	1 unit × \$542.08	\$542.08
	22in x 56in - Jane and Alexander Gilleland		
	-		
51.	Foundation	1 unit × \$281.60	\$281.60
	20in x 32in - George Durkee		
52	Foundation	1 unit × \$406.56	\$406.56
	42in x 22in - John and Ida Carrol		¥100100
53.	Foundation	1 unit × \$308.88	\$308.88
	26in x 27in - Merritt		
54	Foundation	1 unit × \$243.20	\$243.20
.,т•т,	39in x 20in - JC House		42-15-20 4
55.	Foundation	1 unit × \$300.96	\$300.96
	38in x 18in JC House		
56	Foundation	1 unit × \$443.52	\$443.52
50.	56in x 18in - Hugo F and Blanche		4110.02
57.	Foundation	1 unit × \$704.00	\$704.00
	20in x 80in - Swan and Violet		
50	Foundation	1 unit × \$528.00	\$528.00
50,	20in x 60in - Ralph Denies and Baby Denies	1 unit × \$520.00	\$526.00
59.	Foundation	1 unit × \$7 12.80	\$712.80
	90in x 18in - loa lsabelle and John Crowley		
60	Foundation	1 unit × \$1,029.60	\$1,029.60
60.	26in x 90in - Rosa, Leah and Lee Cobb	Tunit ~ \$1,029.00	\$1,029.00
61.	Foundation	1 unit × \$221.76	\$221.76
	28in x 18in - Evelyn Matthews		
~~~	Foundation	1 unit × \$784.08	#704.00
62.	Foundation	r unit × \$784.08	\$784.08
	22in x81in - Samuel and Carrie Stanley		
63.	Foundation	1 unit × \$491.04	\$491.04
	18in x 62in - Irving and Amelia		

64.	Foundation 52in x 18in - Ida Geiger and WJ Klipper	1 unit × \$411.84	\$411.84
65.	Foundation 66in x 22in - Lizzie Shellenbarger and Joseph Apsey	1 unit × \$600.16	\$600.16
66.	Foundation 54in x 20in - Helen Apsey and Richard Shellenbarger	1 unit × \$475.20	\$475.20
67.	Foundation 30in x 22in - Niall Wellman	1 unit × \$290.40	\$290.40
68.	Foundation 30in x 22in - Mary Wellman	1 unit × \$290.40	\$290.40
69.	Foundation 14in x 59in - Edward and Louisa	1 unit × \$363.44	\$363.44
70.	<b>Foundation</b> 44in x 22in - Clarence Ferris	1 unit × \$406.56	\$406.56
71.	<b>Foundation</b> 44in x 22in - Matilda Ferris Schroeder	1 unit × \$406.56	\$406.56
72.	<b>Services</b> Stone Setting	1 unit × \$6,550.00	\$6,550.00
	Checks can be made payable to Wickham Cemetery Care, LLC.	Total	\$36,637.76
	Thank you!		

4 - La



FOR YOUTH DEVELOPMENT® FOR HEALTHY LIVING FOR SOCIAL RESPONSIBILITY



FISCAL

23-24-

YEAR

July 1, 2023

City of Hastings 201 East State Street Hastings, MI 49058

Dear Sarah Moyer-Cale,

The YMCA of Barry County requests the payment of the contracted recreation agreement between the City of Hastings and the YMCA for the period of July 1, 2023 through December 31, 2023 in the amount of \$17,500.

We look forward to delivering the mission of the YMCA to the residents of Hastings through summer camp, youth sports, swim lessons, childcare, literacy outreach, feeding outreach and other initiatives that come up when there is a need.

This last year saw record numbers of participants in our camp, outreach and sports programs. We continue to provide safe and organized activities for youth and adults participants.

Please send payment to the attention of: Jon Sporer, YMCA of Barry County, P.O. Box 252, Hastings, MI 49058.

Sincerely,

Jon Sporer YMCA CEO/Executive Director



101-75 - 877 - 000





# Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Final Site Plan and Planned Unit Development for Parcels Located at 328 and 420 East Mill Street and Adoption of Ordinance No. 619

Meeting Date: July 24, 2023

**Recommended Action:** 

Motion to approve the final site plan and Planned Unit Development for parcels located at 328 and 420 East Mill Street as recommended by the Planning Commission and adopt Ordinance No. 619.

Background Information:

The parcels located at 328 and 420 East Mill Street have long been identified as desirable locations for residential housing options. The failure of the Michigan State Housing Development Authority (MSHDA) to reserve low-income housing tax credits for General Capital's 73-unit attainable housing project resulted in a brief pause to secure other development interest for the parcels. CopperRock Construction, having completed other projects in the city, stepped in with a robust plan for market rate apartments and a mixed-use component. The Planning Commission conducted a public hearing during their July 3, 2023 meeting to review and consider final site plan approval and Planned Unit Development zoning for the parcels. Per Section 90-670 (a) of the Municipal Code, after receiving the recommendation of the Planning Commission, Council shall hold a public hearing and either approve, deny, or approve with conditions the PUD application and final site plan.

**Financial Implications:** 

There are no direct financial implications from this request.

Attachments:

- Ordinance No. 619
- Public hearing notice
- Draft minutes of the July 3, 2023 Planning Commission meeting
- Site Plan

### City of Hastings

COUNTY OF BARRY, STATE OF MICHIGAN

### **ORDINANCE NO. 619**

AN ORDINANCE TO AMEND CHAPTER 90 OF THE HASTINGS CODE OF 1970, AS AMENDED, BY DELETING ARTICLE VII-C ROYAL COACH PUD AND ADDING ARTICLE VII-C 420 E MILL PUD

As recommended by the Planning Commission on July 3, 2023

### THE CITY OF HASTINGS ORDAINS:

### SECTION I.

Chapter 90 of the Code of Ordinances, City of Hastings, Michigan, is amended to **DELETE** Article VII-C and **ADDING** Article VII-C as follows:

### Article VII-C: 420 E MILL PUD

Sec. 90-730.13. - Zoning map.

The zoning ordinance of the City of Hastings is hereby amended by rezoning the following described lands from the D-1, Industrial District to the PUD, Planned Unit Development District, in accordance with the final development plan of the 420 E Mill Planned Unit Development, subject to all the terms and conditions of this division:

#### DESCRIPTION

ALL OF LOTS 330, 332, 333, AND 334 AND PART OF LOTS 329, 331, AND 335 AND PART OF VACATED PLATTED HANOVER STREET, AND PART OF VACATED PLATTED BOLTWOOD STREET, ALL IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF HASTINGS, BARRY COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH ¼ CORNER OF SECTION 17, TOWN 3 NORTH, RANGE 8 WEST: THENCE S00°15'23"W, 1121.83 FEET ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION 17 TO THE SOUTH LINE OF PLATTED MILL STREET; THENCE ALONG SAID SOUTH LINE N89°46'48"W, 534.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE S34°44'13"W, 359.13 FEET TO AN INTERMEDIATE TRAVERSE LINE OF THE NORTH BAND OF THE THORNAPPLE RIVER; THENCE ALONG SAID TRAVERSE LINE N50°51'15"W, 331.34 FEET; THENCE CONTINUING ALONG SAID TRAVERSE LINE N68°47'24"W, 82.56 FEET TO THE END OF SAID INTERMEDIATE TRAVERSE LINE; THENCE ALONG THE WEST LINE OF VACATED BOLTWOOD STREET N00°19'59"E, 58.15 FEET TO SAID SOUTH LINE OF MILL STREET; THENCE ALONG SAID SOUTH

LINE S89°46'48"E, 538.24 FEET TO THE POINT OF BEGINNING. INCLUDING LAND LYING BETWEEN SAID INTERMEDIATE TRAVERSE LINE AND THE WATERS OF THE THORNAPPLE RIVER, AS LIMITED BY THE SIDE LINES EXTENDED TO THE WATER EDGE. CONTAINING 1.95 ACRES OF LAND, MORE OR LESS, TO SAID INTERMEDIATE TRAVERSE LINE, PLUS AS UNDETERMINED AND VARIABLE AREA BETWEEN SAID TRAVERSE LINE AND THE WATERS OF THE THORNAPPLE RIVER.SPLIT/COMBINED ON 01/13/2017 FROM 55-001-001-00.

General Location: 328 E Mill St. This parcel contains approximately 2.152 acres.

and;

The zoning ordinance of the City of Hastings is hereby amended by rezoning the following described lands from Royal Coach PUD to Planned Unit Development, in accordance with the final development plan of 420 E Mill Planned Unit Development, subject to all the terms and conditions of this division:

### DESCRIPTION

ALL OF LOTS 322 THRU 328, LOTS 336 THRU 348, PART OF LOTS 329 AND 335, ALL OF THE BLANK LOTS LYING WEST OF LOT 348, SOUTH OF APPLE STREET AND NORTHERLY OF THE THORNAPPLE RIVER, AND PART OF VACATED HANOVER, EAST AND APPLE STREETS, ALL IN THE ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF HASTINGS, BARRY COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 POST OF SECTION 17, TOWN 3 NORTH, RANGE 8 WEST, HASTINGS TOWNSHIP, BARRY COUNTY, MICHIGAN; THENCE S00°15'25"W 1121.72 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 17 TO THE SOUTH LINE OF PLATTED MILL STREET (SAID POINT LYING 1.39 FEET EAST OF AN IRON PIPE); THENCE S00°15'25"W, 499.60 FEET ALONG SAID 1/4 LINE TO AN INTERMEDIATE TRAVERSE LINE OF THE NORTH BANK OF THE THORNAPPLE RIVER: THENCE S70°55'22"W, 268.20 FEET ALONG SAID INTERMEDIATE TRAVERSE LINE; THENCE N72°46'49"W, 215 .56 FEET ALONG SAID INTERMEDIATE TRAVERSE LINE: THENCE N50o12'27"W, 358 .27 FEET TO THE END OF SAID INTERMEDIATE TRAVERSE LINE; THENCE N34 °44'13"E, 360 .42 FEET TO SAID SOUTH LINE OF MILL STREET; THENCE S89°46'48"E, 531.53 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. INCLUDING ALL LAND LYING BETWEEN SAID INTERMEDIATE TRAVERSE LINE AND THE WATERS OF THE THORNAPPLE RIVER AS LIMITED BY THE SOUTHERLY EXTENSION OF THE SIDELINES. CONTAINING 7.71 ACRES OF LAND, MORE OR LESS, TO SAID INTERMEDIATE TRAVERSE LINE, PLUS AN UNDETERMINED AND VARIABLE AREA BETWEEN SAID TRAVERSE LINE AND THE WATERS OF THE THORNAPPLE RIVER.

General Location: 420 E Mill St. This parcel contains approximately 8.21 acres.

Sec. 90-730.14. - Development plan.

The rezoning of the above-described lands to the planned unit development district, in accordance with the final PUD plan of the 420 E Mill Planned Unit Development ("the development") is subject to all the following terms and conditions:

The 420 E Mill Planned Unit Development shall comply in all respects with the final PUD plan of the development. The final development plan has a date of June 15, 2023, as prepared by Dixon Engineering on behalf of CopperRock Construction and includes the application for planned unit development rezoning, the PUD narrative, architectural elevation drawings of the proposed buildings and other materials submitted with the application, except to the extent that any such materials may be inconsistent with this division.

In the case of conflicts or discrepancies between any part of the final development plan and the terms of this division, this division shall control.

Sec. 90-730.15. - Permitted uses.

Only the principal and accessory uses noted below shall be allowed in the 420 E Mill PUD District:

- (a) Building "A" consisting of Eighteen (18) one-bedroom units, thirty (30) twobedroom units, and three (3) three-bedroom units for an overall unit count of fifty-one (51).
- (b) Building "B" consisting of nine (9) one-bedroom units, forty-two (42) twobedroom units, and three (3) three-bedroom units for an overall unit count of fifty-four (54) units.
- (c) Building "C" consisting of nine (9) one-bedroom units, nineteen (19) two-bedroom units, and two (2) three-bedroom units for an overall unit count of thirty (30) units.
- (d) Phase II shall consist of the land and parking lot area to the northeast of the proposed commercial building consisting of 10,080 square feet with a use consistent with this Article.

Sec. 90-730.16. – District Regulations.

The district regulations for the 420 E Mill PUD will be the same as A-1 (Sec. 90-394) with the following departures:

- (a) Building front setback for multi-family buildings with more than four dwelling units is a minimum of 5 feet.
- (b) The unit density is 24.5 units per acre of development area and multiple family buildings to exceed 24 units per building.

- (c) Maximum building height is 40 feet.
- (d) 30 feet building separation

Sec. 90-730.17. - Development requirements.

- (1) Street and access.
  - (a) Ingress and egress shall be by way of three (3) driveways from Mill Street to the north.
  - (b) Pedestrian access will also be by the existing trestle bridge over the Thornapple River.
- (2) *Utilities.* The uses shall be served by public water and sanitary sewer as approved by the director of public services for the City of Hastings.
- (3) *Surface water drainage.* Stormwater management plan as approved by director of public services for the City of Hastings with review by the Department of Energy, Great Lakes, and Environment.
- (4) *Open space.* Development will provide approximately 3.50 acres or 35% of open space on the site.
- (5) *Preservation of natural area.* Placement of buildings, site improvements, and open space is largely respectful of wetlands, floodplain, Butler Creek, and the Thornapple River frontage.
- (6) *Landscaping.* Landscaping shall be provided in compliance with Article XII and approved by administrative staff.
- (7) *Lighting.* Lighting plans shall be approved by administrative staff.
- (8) *Signs.* Signs for the 420 E Mill PUD shall comply with all regulations of article XI of the Hastings Zoning Ordinance as are applicable to the use.
- (9) Parking. 254 parking spaces required and 282 parking spaces will be provided.
- (10) Uses and development regulations not specified. For all uses and development regulations not specified in this division, the requirements of the multifamily buildings shall use the requirements of the A-1 zone.

Sec. 90-730.18. - Findings.

The city council hereby determines that the final site plan and PUD zone for 420 E Mill project complies with the provisions of the Hastings Zoning Ordinance and promotes its intent and purposes. The council also finds that granting the PUD rezoning will result in a recognizable and substantial benefit to the users of the project and to the community and that the proposed type and density of use shall not result in a material increase in the need for public services, facilities and utilities, and shall not place a material burden upon the subject or surrounding land or property owners and occupants or the natural environment.

The council further finds that based on the design of the PUD, the proposed use is appropriate for the proposed location and is not likely to lead to a significant change in the uses master planned in the area adjacent to the 420 E Mill PUD. Also, the proposed development will not have a significant negative impact on the surrounding area and the proposed development will be under single ownership and control for completing the project in conformity with this article.

#### 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.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

### SECTION IV

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

Moved by Member _____, with support by Member _____, that **Ordinance No. 619** be adopted as read.

YEAS: NAYS: ABSENT:

### **CITY OF HASTINGS**

Adoption Date: Effective Date:

> By: Christopher R. Bever 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 Hastings City Council, of the City of Hastings, at a regular meeting of the City Council on the 24th day of July 2023, 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.

> Christopher R. Bever City Clerk

# **City of Hastings**

### NOTICE OF PUBLIC HEARING REGARDING PLANNED UNIT DEVELOPMENT REZONING AND FINAL SITE PLAN APPROVAL

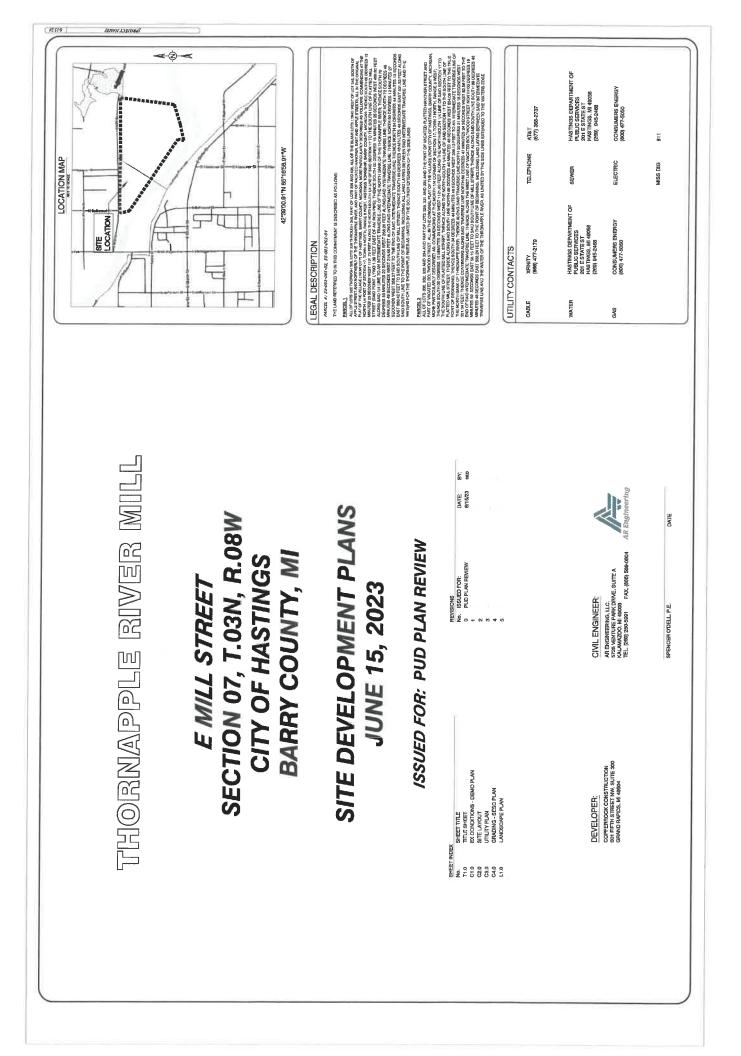
The City Council for the City of Hastings will hold a Public Hearing for the purpose of hearing written and/or oral comments from the public concerning a Planned Unit Development rezoning and final site plan approval for 420 E. Mill, LLC certain properties located at 328 East Mill Street parcel #08-55-001-001-02 and 420 East Mill Street parcel # 08-001-001-04. The City Council will consider rezoning 328 East Mill Street parcel #08-55-001-001-02 from D-1 Industrial District to PUD Planned Unit Development and 420 East Mill Street parcel #08-001-001-04 from Royal Coach PUD to PUD Planned Unit Development. The City Council will review and consider final site plan approval for a mixed-use development that will include construction of 138 units of multifamily housing. The public hearing will be held at 7:00 PM on Monday July 24, 2023 in the City Council Chambers on the second floor of City Hall, 201 East State Street, Hastings, Michigan 49058.

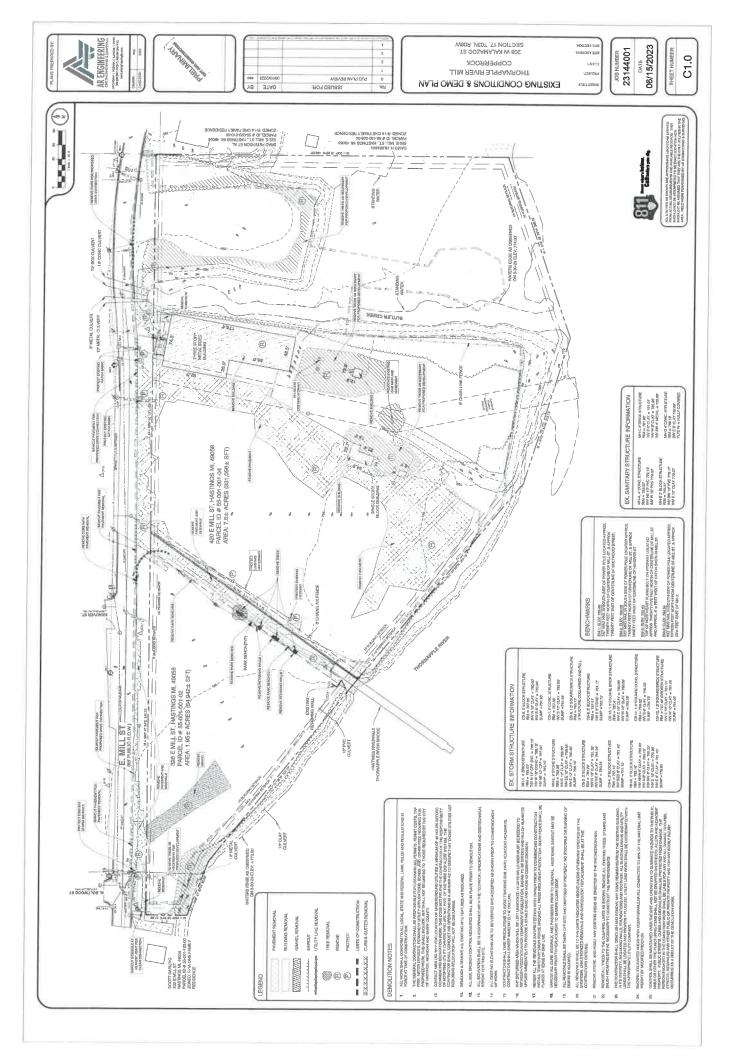


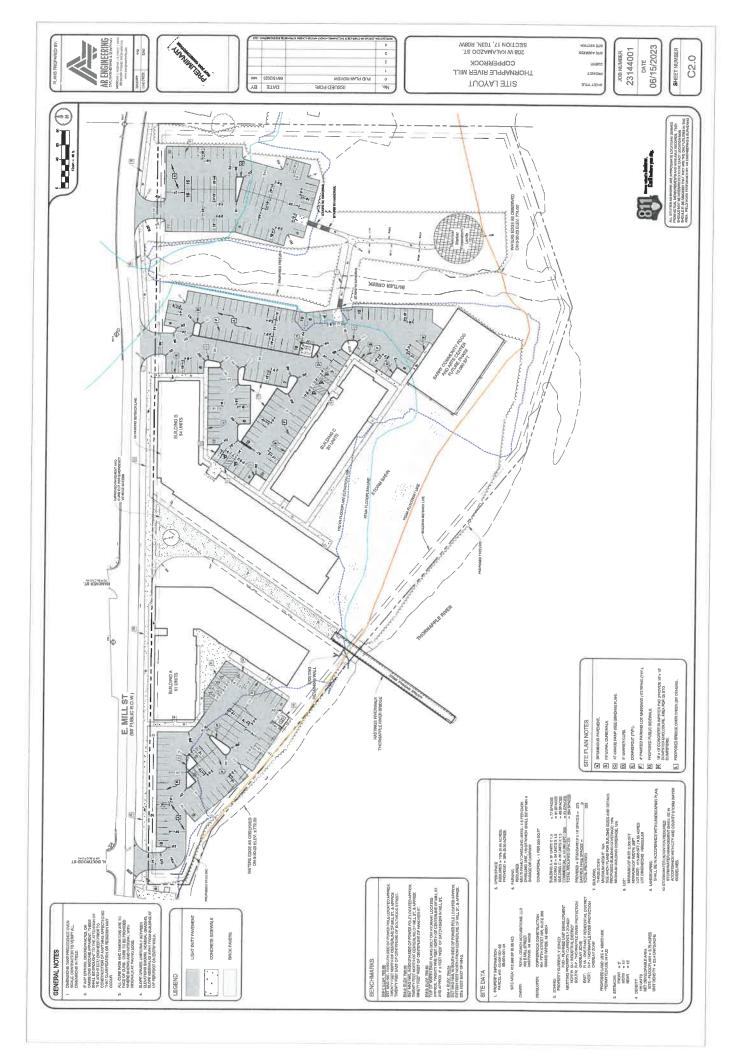
A copy of the proposed site plan and map are available for public inspection from 9:00 AM to 4:00 PM Monday through Friday at the Office of the Community Development Director, 201 East State Street, Hastings, Michigan 49058. Questions or comments can be directed to Dan King, Community Development Director,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

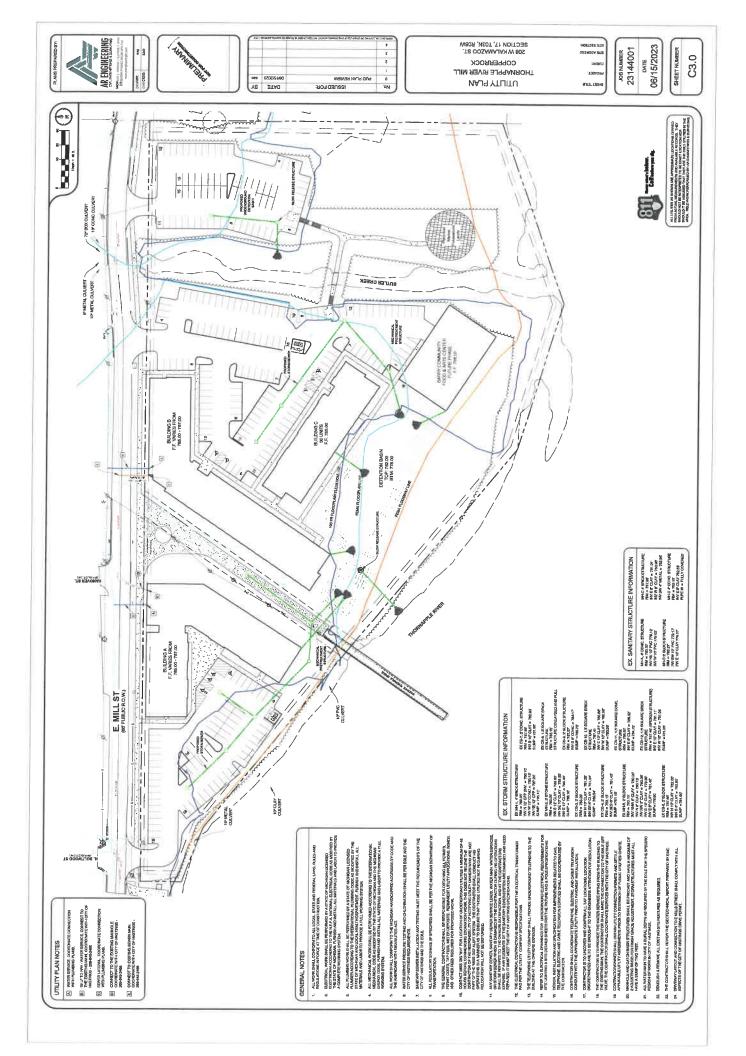
The City will provide necessary reasonable aids and services upon five days' notice to the City Clerk at 269.945.2468 or TDD call relay services 800.649.3777.

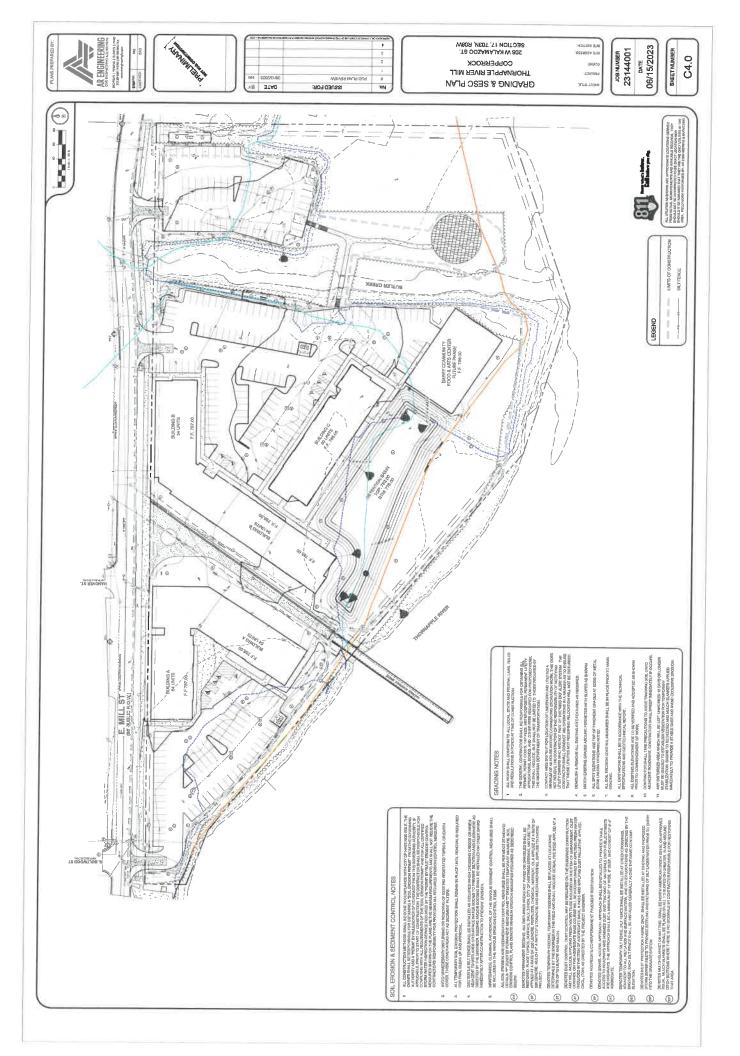
Christopher R. Bever City Clerk

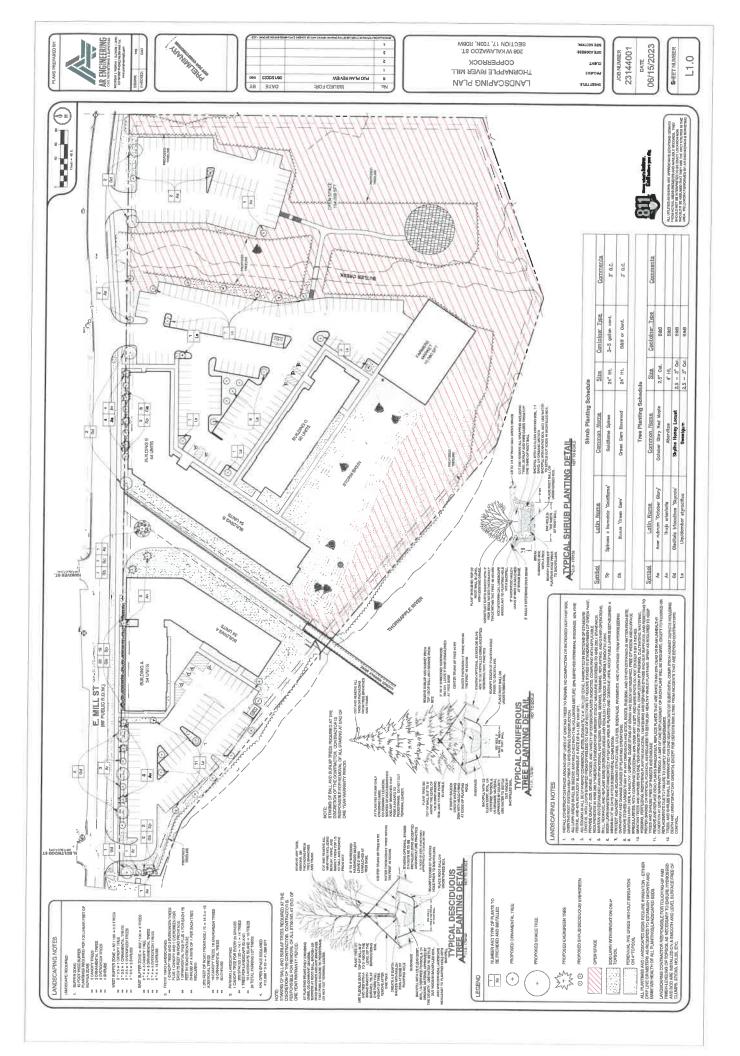


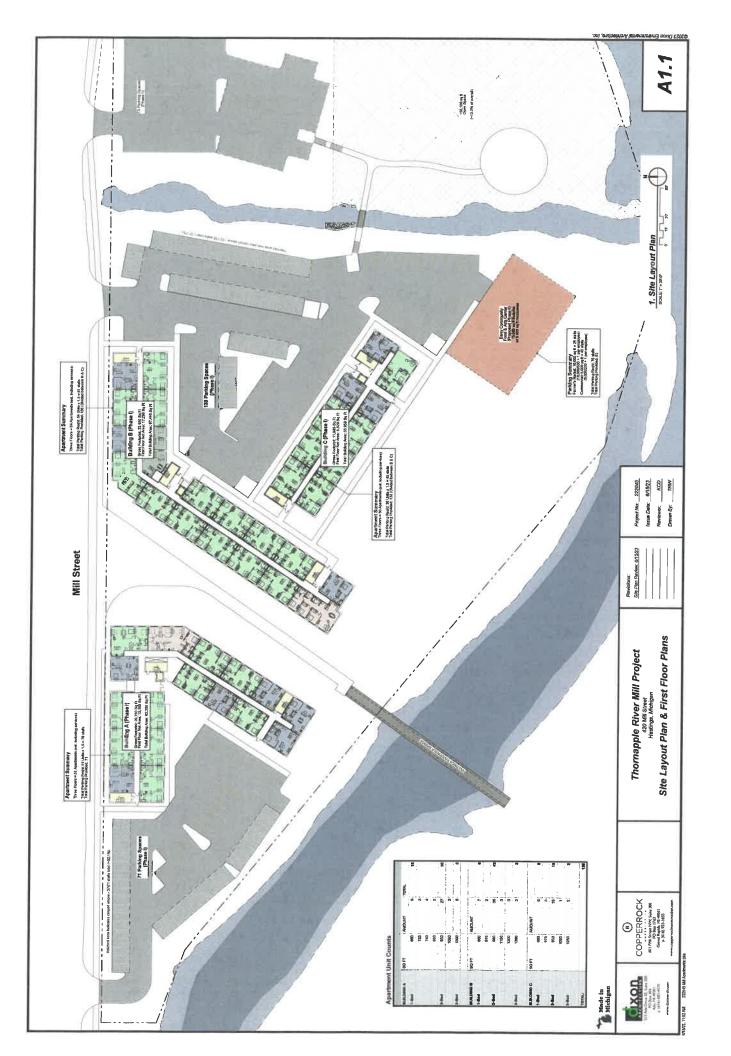




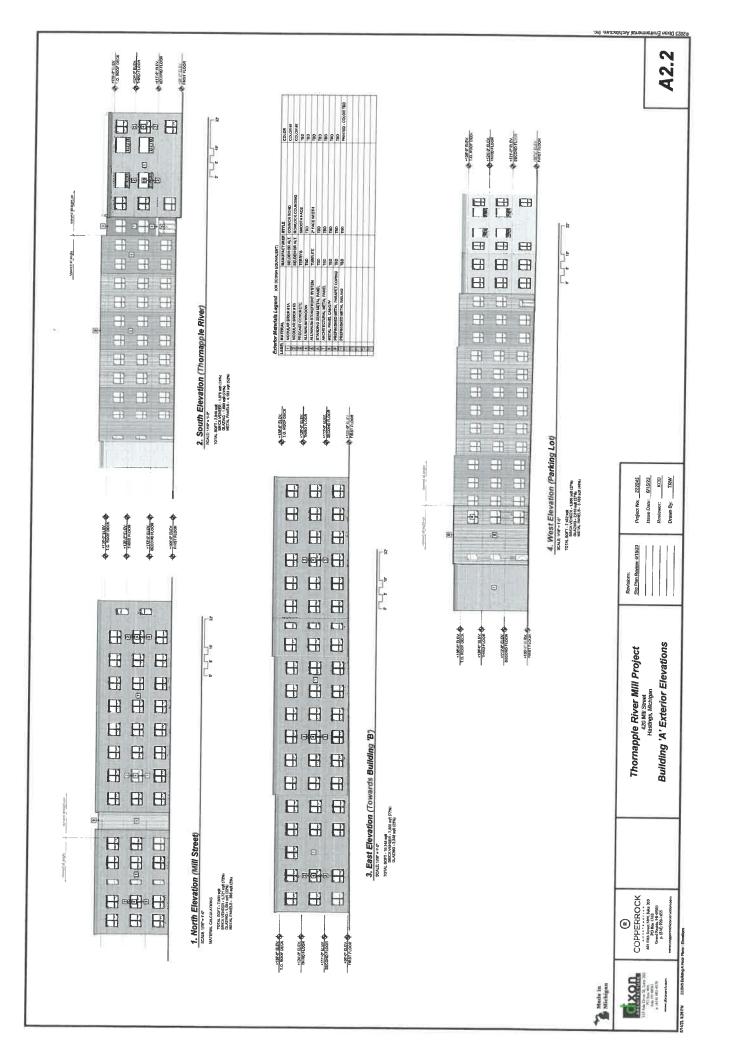


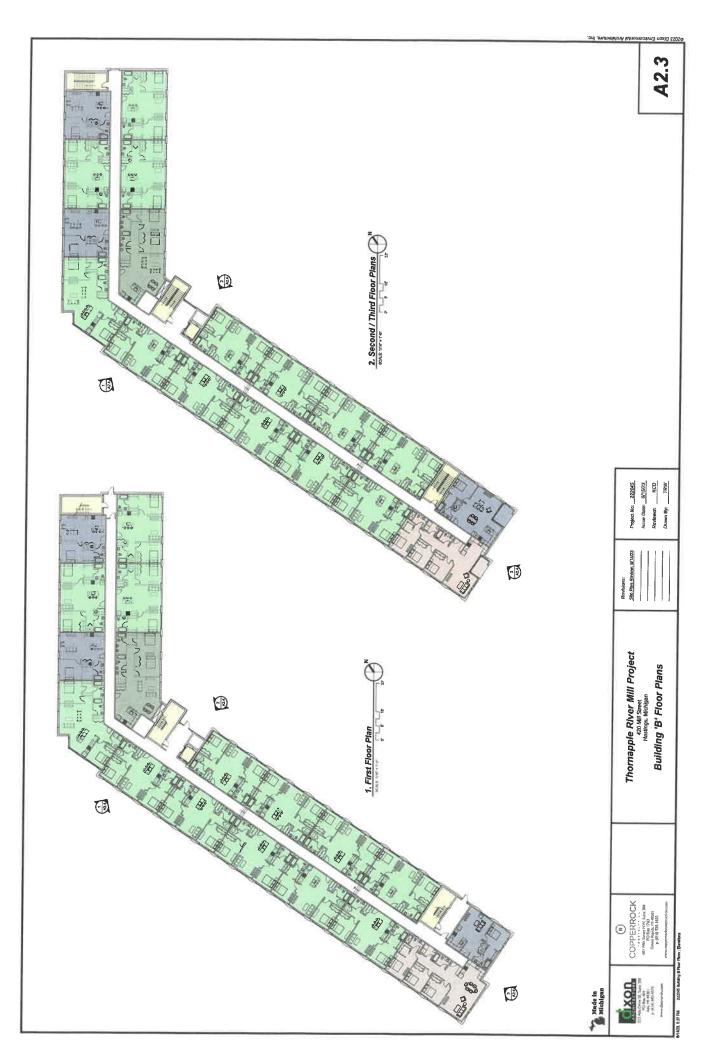


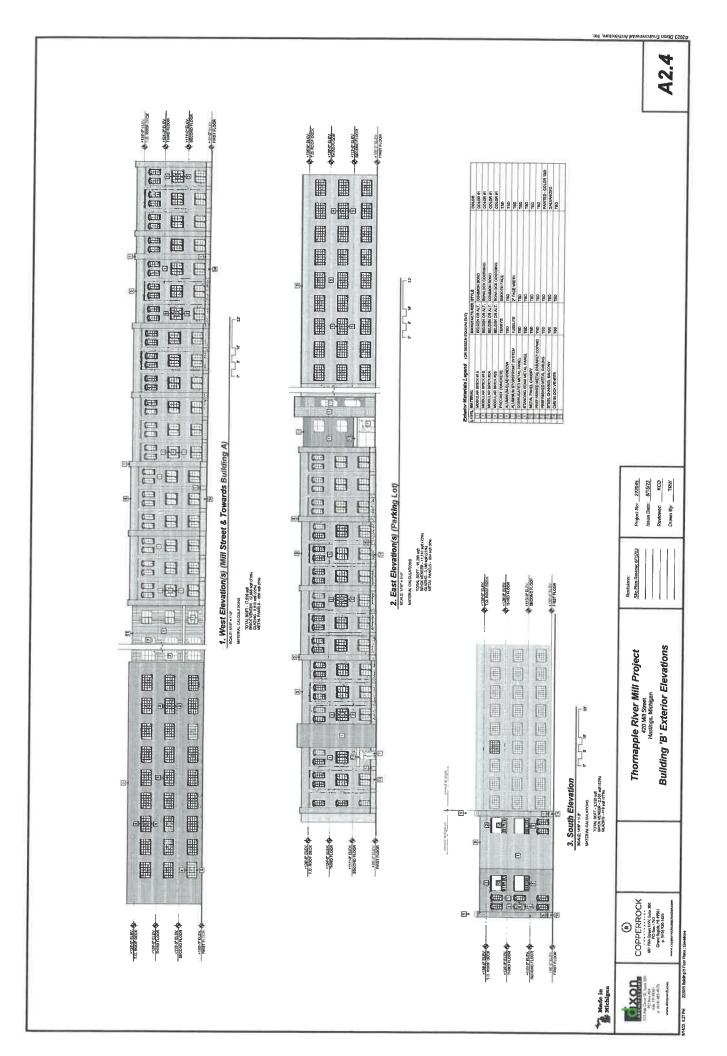


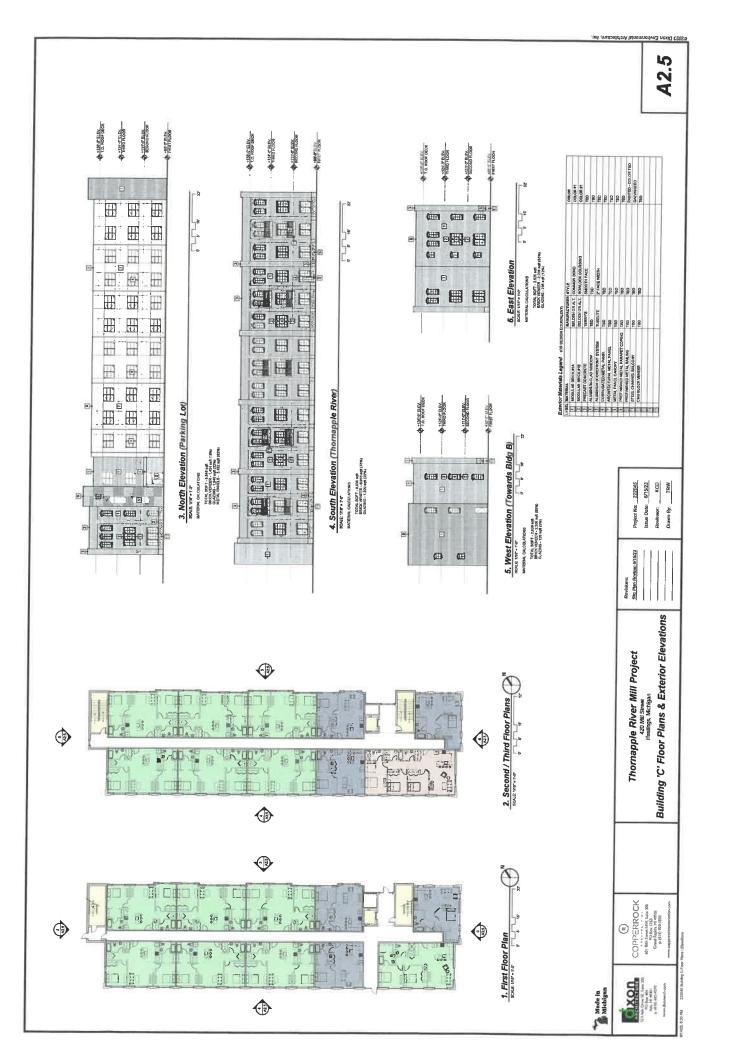


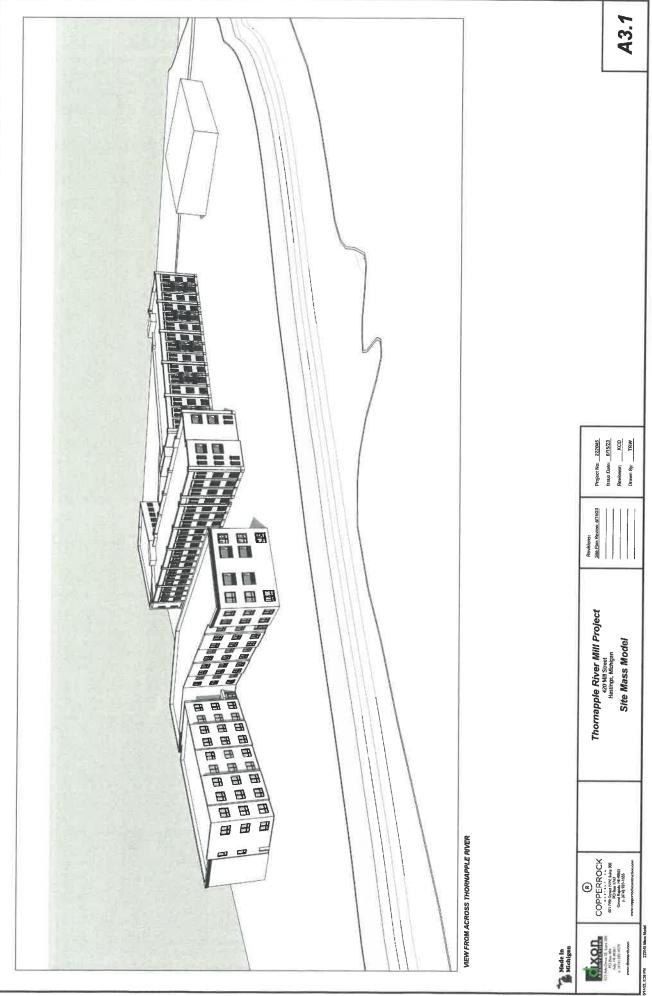












# CITY OF HASTINGS DRAFT PLANNING COMMISSION MEETING MINUTES July 3, 2023

The meeting was called to order at 7:00 p.m. by Chairperson Hatfield with the following Commissioners present: Jordan Brehm (7:01pm), Lois Bowers, Chelsey Foster, David Hatfield, Nichole Lyke, Tom Maurer, Sarah Moyer-Cale, Jacquie McLean and Dave Tossava. Members absent: none.

Also present: Community Development Director Dan King, DPS Director Tate, and Interim Fire Chief Krouse.

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

It was MOVED by Bowers and SECONDED by Foster that the proposed minutes of the meeting of June 5, 2023 be approved. All members present voting yes; motion carried.

None.

Public hearing to review and consider the final site plan/PUD for 420 E. Mill St. King provided an overview of the request. Greg Taylor spoke on behalf of the application.

Chairperson Hatfield opened the floor to public comment at 7:16 p.m. Bonnie Gettys and John Resseguie spoke in favor of the application. The public comment portion was closed at 7:18 p.m.

Discussion was held. It was MOVED by Tossava and SECONDED by McLean to recommend approval of the PUD amendment and Final Site Plan to the City Council with the following contingencies:

- Acceptance of 24.5 units/acre, five foot setback, and 40 ft building height.
- Confirmation that there is a 30 ft building separation
- Delineation of the phased development showing the commercial building and parking lot to the northeast as "phase two".
- Lighting, landscaping, and building exterior to be reviewed and approved by administrative staff
- Acceptance of the parking lot encroachment into the 100 yr floodplain
- DPS and Fire review approval.

All members present voting yes; motion carried.

The Planning Commission reviewed the preliminary site plan for the apartments proposed at 710 Barfield Dr. King provided an overview of the application and a representative from the applicant answered questions.

**New Business:** Preliminary Plan Review for 710 Barfield Dr – Meadowstone

Approval of the

Agenda

Approval of the Minutes

Informative Items

#### **Public Hearing:**

Final Site Plan/PUD for 420 E Mill St.

It was MOVED by Tossava and SECONDED by Lyke to set a public hearing for the PUD amendment and site plan on August 7, 2023 at 7:00 pm. All members present voting yes; motion carried.	Apts	
Moyer-Cale reported that neither the JPA nor the JPC had recently met.	Old Business: JPA/JPC Update	
None.	Work Task List	
None.	Tracking Terms and Conditions	
Public comment was received in support of the PUD project.	Public Comment	
None.	Staff Comments	
None.	Commission Comments	
It was MOVED by McLean and SUPPORTED by Bowers to adjourn the meeting. All members present voting yes, motion carried. Meeting adjourned at 7:49 p.m.	Adjournment	

Respectfully submitted,

Sarah Moyer-Cale, Secretary



# Regular Council Agenda Item Memorandum

**To: Hastings City Council** 

From: Christopher Bever, City Clerk/Treasurer/Director of Finance

Subject: Resolution 2023-24 – Update of City Fees for Services

Meeting Date: July 24, 2023

**Recommended Action:** 

Approval of Resolution 2023-24 correcting the rate charged for monument foundations at Riverside Cemetery.

Background Information:

On June 26, 2023, City Council approved fees for various city services effective July 1, 2023 through Resolution 2023-21. The fee for monument foundations at Riverside Cemetery was incorrectly listed on the resolution at \$0.37 per square inch. The fee should be \$0.44 per square inch, as that is the amount charged by the cemetery's sexton for this service.

Resolution 2023-24 will correct that error and make the fee \$0.44 per square inch effective July 25, 2023 and in effect until changed by City Council.

Fiscal Impact:

Adjustment of the rate will allow the city to recover the full cost of monument foundations.

Attachments:

• Resolution 2023-24

# **City of Hastings**

COUNTY OF BARRY, STATE OF MICHIGAN

# **RESOLUTION 2023-24**

### **CORRECTION TO RESOLUTION 2023-21 FEES FOR VARIOUS SERVICES**

**WHEREAS**, the City Council of the City of Hastings approved fees for various city services effective July 1, 2023 through Resolution 2023-21; and

WHEREAS, the cost for monument foundations at the Riverside Cemetery was incorrectly stated; now

**THEREFORE, BE IT RESOLVED** that the fee for monument foundations at Riverside Cemetery set by this resolution shall go into effect July 25, 2023 and remain in effect until changed by the Hastings City Council; and

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

### CEMETERY

Monument Foundation ...... \$0.44 per square inch

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

YEAS: NAYS: ABSENT:

MOTION DECLARED ______.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 24th day of July 2023 by the City Council of the City of Hastings, by a vote of _____ member(s) voting in favor thereof _____ member(s) voting against and _____ member(s) absent.

Christopher Bever City Clerk



# Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King

Subject: Resolution 2023-25 - Revive Barry County Festival

Meeting Date: July 24, 2023

**Recommended Action:** 

Approve Resolution 2023-25, to allow, under direction of staff, the Revive Barry County Festival to be held in Tyden Park on Saturday, August 19, 2023 from 11:00AM until 3:00 PM.

Background Information:

This event focuses on bringing people together and celebrating with carnival games, free hot dogs, music, and giveaways by participating vendors. The pavilions within the park will not be utilized during the event and will remain open for rental or general use of the public. Staff has had an opportunity to review this request with no comments received.

Resolution 2023-25 will stay the following ordinances:

- Section 58-35(d) it is expected that pop-up tents/canopies and other small temporary structures from vendors.
- Section 58-38(g) it is anticipated that pamphlets, handbills, or printed materials will be distributed during the event.
- Section 58-38(h) vendors are anticipated to be displaying and selling goods.

Financial Implications:

There are no financial implications to the City.

Attachments:

- Resolution 2023-25
- Relevant Sections of City Ordinances
- Revive Barry County Request Letter
- Special Event Application

# **City Of Hastings**

COUNTY OF BARRY, STATE OF MICHIGAN

# **RESOLUTION 2023-25**

# TO STAY NECESSARY ORDINANCES FOR PHILLIP JOSEPH USE OF TYDEN PARK FOR THE REVIVE BARRY COUNTY FESTIVAL ON AUGUST 19, 2023.

WHEREAS, Phillip Joseph, by way of correspondence, has requested the use of Tyden Park and the adjacent parking lot to hold the Revive Barry County Festival; and

WHEREAS, Phillip Joseph has requested that the approved hours of the event be 11:00 AM Saturday, August 19, 2023 through 3:00 PM, Saturday August 19, 2023.

WHEREAS, Phillip Joseph has requested a stay under Section 2-34 of the Hastings Code of Ordinances Saturday, August 19, 2023 11:00 AM through 3:00 PM Saturday August 19, 2023; and

WHEREAS, Phillip Joseph desires to ensure that the Revive Barry County Festival is conducted in good taste and in accord with all laws and regulations; now

THEREFORE, BE IT RESOLVED, that the City of Hastings hereby stays from 11:00 AM August 19, 2023 through 3:00 PM August 19, 2023 as provided under Section 2-34 of the Hastings City Code, the following:

Section 58-35 (d); 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 _____.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 24th day of July 2023 by the City Council of the City of Hastings, by a vote of ____ voting in favor thereof, ____ members being absent, and ____ members voting against.

Christopher R. Bever, City Clerk

# Sec 2-34 Staying Of Ordinances

The council may cause to be stayed any city ordinance, or portion thereof, for reasons of public necessity by the affirmative vote of at least six members of the council.

(Code 1970, § 13.1)

 $\sim \gamma = -F$ 

## Sec 58-35 Park Property

No person in any park shall:

- a) Willfully mark, deface, disfigure, injure, displace or remove any building, table, bench, fireplace, railings, pavement, water lines, or other public utilities or appurtenances.
- b) Fail to cooperate in maintaining restrooms or washrooms in a neat and sanitary condition, nor shall any person over the age of six years use the restroom facilities of the opposite sex.
- c) Dig or remove soil, rocks, stones, trees, shrubs, or plants, nor pick flowers, nor attach any rope, wire or other device to any tree, plant or any structure.
- d) Construct or erect any building or structure of any kind, either permanent or temporary, nor run public services into park lands, except on special written permit issued by the director.
- e) Climb any tree; or walk, stand or sit upon any monument, vases, fountains, railings, or fences, nor upon any other property not designated or customarily used for such purposes.

(Code 1970, § 4.2)

## Sec 58-38 Prohibited Acts

- a) No parades, drills, exhibitions, meetings, concerts, speeches, lectures or public entertainment shall be held in any park except with permission of the council.
- b) Fires are prohibited except in fireplaces or stoves provided for such purposes, and such fires shall be extinguished after such use.
- c) During the nighttime, no person shall sleep whether in a vehicle, trailer, tent, hammock, other manner in a park, public way or other public place.
- d) No person shall hunt, trap, pursue any wildlife at any time, in any manner, shape or form, nor use any weapon of any description nor any kind of trapping device.
- e) No person shall play baseball, football, hockey, roller skate or ice skate, or engage in any other violent or rough exercise or play in any park except in such areas designated for such use.
- f) No adult person shall in any manner use any of the playground apparatus or devices meant exclusively for the use of children.
- g) No person shall advertise any placard or advertisement of any kind in the park, nor shall any person distribute in any manner, nor place any handbill, pamphlet,

circular, etc., nor post, stencil or otherwise affix any notice or bills, advertisement or other papers upon any structure or thing in or about the park.

- h) No person shall carry on any trade or business or sell or display any goods, wares or merchandise in any park or conduct any commercial enterprise thereon (per the deed restriction for Tyden Park); however, nonprofit organizations generally recognized as operating in the community by the city council may hold or formally sponsor events and fundraising activities at city parks upon permit of the council.
- i) No person shall solicit alms or contributions for any purpose whether public or private, except as provided in subsection (h) of this section.
- j) No person shall interfere with or in any manner hinder any employee of the city while engaged in constructing, repairing or caring for any park property.
- k) No person shall enter upon any portion of the park where persons are prohibited from going as indicated by sign or notice.
- No person shall use any threatening, obscene, profane nor indecent language in any park or be guilty of any disorderly or indecent conduct therein, nor shall any person engage in any game or conduct which threatens the general enjoyment of the park to the public.
- m) No person shall bring any animal, whether domestic pet or otherwise, into any city park; however, the council may by resolution provide for exceptions to this rule for a special event or special situation, and may allow household pets as described in section 90-835 into certain city parks or public lands under specific conditions.
- n) No person shall consume alcoholic liquor nor be in possession of alcoholic liquor in a park.
- No person shall use a tobacco product or vapor product, as defined in Section 54-91 of this Code, in or on the grounds of the following city-owned facilities:
  - 1. Bob King Park;

2 = -3

- 2. Fish Hatchery Park;
- 3. Tyden Park, including the adjoining city-owned property north of the Thornapple River;
- 4. First Ward Park;
- 5. Second Ward Park;
- 6. Third Ward Park;
- 7. Hastings Dog Park;
- 8. Hastings Riverwalk, including lands within ten (10) feet either side of the pavement, and the improved areas adjoining the trail (stairs, overlooks, etc.)
- 9. Bliss Riverfront Park;
- 10. Hastings Outdoor Nature Area (Sweezy's Pond area);
- 11. Hammond Road Disc Golf Course and Zhigaawin Trail Area;
- 12. Hastings Spray Plaza;
- 13. Riverside Cemetery; and
- 14. All buildings and/or facilities owned and/or operated by the City.

(Code 1970, § 4.6; Ord. No. 356, § 1, 8-26-02; Ord. No. 385, § I, 8-23-04; Ord. No. 465, § I, 3-14-11; Ord. No. 503, § I, 9-9-13; Ord. No. 504, § I, 9-23-13; Ord. No. 537, § I, 9-12-16)

HISTORY Amended by Ord. <u>573</u> on 5/31/2019 I'm writing on behalf of **Revive: Barry County Festival**, asking that a place be added to an upcoming agenda to discuss our request to reserve Tyden Park on August 19th 2023. We would like to reserve the entire park from 10 am to 4 pm. This year's message for the event is "you are special, you are loved, and you belong". More than anything else this is a festival for our community that allows everyone to come together and celebrate.

The theme of this celebration is our Christian heritage and will be centered on our biblical history. This is not a religious or political event and is being hosted by an individual and not any organization. This will be open to everyone of the public regardless of any affiliation anyone may hold.

As a way of generating a community event, we will offer the space at Tyden Park to vendors to set up their own booths running from 11-3. We are not charging any fee's for the vendors to be a part of this as we are not raising money for anything and only ask the vendors to bring their own offerings for the public to be a part of.

We are planning on having some carnival games for kids, free hotdogs (pending Health department approval), music and singing, and free give aways from the vendors.

Not all the planning has been completed for the event. However we are expecting to have people walk the track in order to visit the booths where the vendors will offer their respective activities. We already have 14 vendors confirmed for this event pending your approval.

All vendors will have responsibility to clean their respective spaces and my team will ensure cleanliness of the park.

Best Regards, Phillip Joseph



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 \$10,355 Sehin Applicant/Organization Name Phone Contact Name Phone Émail /. Street City State Zip Contact person on day of event (if different than above) Phone Section 2: Event Information Barry County Festival nt Frendly Community Festival Name of Event Description of Ev Event Dates Time (From/ Oam Set up Date(s) and Time(s) Clean Up Date(s) and Time(s)

Tyden Yark

Location(s) of Event

50

Unknown

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.
- $\hfill\square$  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
- X Temporary structures (including tents or pavilions)
- 🔀 Music
  - o If yes, what time will music begin and end?  $12-3\rho m$
  - If yes, what type of music is proposed? Live Acoustic Live Amplification Recorded Loudspeakers or public address system – 5+111 Un Know n
- Parade
- □ Race (ex: 5K)
- Vendors/sale of goods
- □ Carnival rides
  - o If yes, provide a copy of liability insurance listing the City as an additional insured party.
- Y 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.
  - o 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?

Each booth Sponsor will have a receptical of their own They, will all be responsible For the cleanup of the event

### 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.

0-34hage -Booth/Huble Tyden Park - Kids Baunce 0 GGVC121 ATCC Place O

### 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 subcontractor involved in hosting the event.
- 5. Upon approval of the event, the Applicant agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers, and contractors from any and all claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from any act or omission by the applicant, its agents, employees, contractors, and volunteers, and violation of state or federal law, and any other acts of the applicant or attendees causing personal injury or property damages in connection with this event.
- 6. A breach in any of the above may result in the denial of the application or revocation of an approval by the City.

n Joseph

Printed Name of Applicant & Name of Organization

Signatu

June 13, 2023 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 equi	pment?
Trash receptaclesBarricadesTraffic conesR	estroom Cleaning
FencingWater or ElectricOther	
Will this event require additional staff? If yes, please describe:	
Other Comments:	
C. Fire Chief Deview	
C. Fire Chief Review	
Comments:	
D. Community Development Department Review	
Comments:	
Date of Meeting for Council Approval Approved?	YesNo
Page <b>5</b> of <b>5</b>	



# Resolution Agenda Item Memorandum

To: City Council

From: Travis J. Tate, P.E., Director of Public Services

**Subject:** Resolution to Enter Agreement with MDOT for Surface Transportation Improvements on West State Road.

Meeting Date: July 24, 2023

### Recommended Action:

*Approve Resolution to enter agreement, Contract No. 23-5282 with MDOT for Surface Transportation Improvements on West State Road.* 

**Background Information:** 

## This project is described as:

"Hot mix asphalt cold milling and resurfacing, concrete curb and gutter and permanent pavement markings along West State Road from Glenwood Drive to Broadway Avenue (M-37); and all together with necessary related work."

The estimated cost for the project is \$321,500.00. The federal funding will cover up to \$231,204.00 through Small Urban and COVID Relief Funding. The City's obligation will be \$90,296.00 based on the Engineer's Estimate.

## Financial Implications:

The budgeted amount for this project is \$274,954 of which the City's obligation was \$43,750.00. The engineer's estimate is \$321,500 for an increase of \$45,546.00 to the original budget.

## Attachments:

- Resolution 2023-26
- MDOT Agreement for Contract 23-5282
- Small Urban Program Application

# City Of Hastings

COUNTY OF BARRY, STATE OF MICHIGAN

# Resolution 2023-26

# Resolution to Enter Agreement with MDOT for Surface Transportation Improvements on West State Road.

WHEREAS, the City of Hastings will be doing road improvements at West State Road, and

**WHEREAS**, a contract with MDOT must be entered in order to establish the rights and obligations of the parties in agreeing to the improvements.

**THEREFORE, BE IT RESOLVED,** that <u>CONTRACT NO. 23-5282</u>, by and between the Michigan Department of Transportation and the City of Hastings is hereby accepted and that <u>Christopher Bever</u>, <u>Clerk/Treasurer</u>, is authorized to sign the said contract.

A motion to adopt the foregoing resolution being offered by Member _____, with support by Member _____.

YEAS: NAYS: ABSENT:

MOTION DECLARED ______.

I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 24th day of July 2023 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.

Christopher Bever, City Clerk

Resolution 2023-26

STP, HIC

DA Control Section Job Number Project CFDA No. Contract No.

STUL 08000 218469CON 23A0620 20.205 (Highway Research Planning & Construction) 23-5282

<u>PART I</u>

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF HASTINGS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Hastings, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 13, 2023, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing, concrete curb and gutter and permanent pavement markings along West State Road from Glenwood Drive to Broadway Avenue (M-37); and all together with necessary related work.

### WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

### HIGHWAY INFRASTRUCTURE PROGRAM COVID SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1

09/06/90 STPLS.FOR 6/13/23

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing

adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds in combination with Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PROJECT COST. Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$56,204, or (2) an amount such that 100 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. Federal Surface Transportation Funds shall then be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$175,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA

451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

**CITY OF HASTINGS** 

MICHIGAN DEPARTMENT OF TRANSPORTATION

By_____ Title:

By______ for Department Director MDOT

By			
Title:			

REVIEWED

June 13, 2023

### EXHIBIT I

CONTROL SECTIONSTUL 08000JOB NUMBER218469CONPROJECT23A0620

### ESTIMATED COST

### CONTRACTED WORK

**Estimated** Cost

\$321,500

### COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$321,500
Less Federal Funds*	<u>\$231,204</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 90,296

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

TYPE B BUREAU OF HIGHWAYS 03-15-93

### PART II

#### STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES
SECTION II PROJECT ADMINISTRATION AND SUPERVISION
SECTION III ACCOUNTING AND BILLING
SECTION IV MAINTENANCE AND OPERATION
SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

DOT

#### SECTION I

#### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
- h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
- i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
  - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
  - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

#### SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

#### SECTION III

### ACCOUNTING AND BILLING

#### A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of If the DEPARTMENT determines that an the Notice of Audit Results. overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package The Data Collection Form The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education Accounting Service Center Hannah Building 608 Allegan Street Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

- 2. Agreed Unit Prices Work All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
- 3. Force Account Work and Subcontracted Work All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number ______", or "Final Billing".

- 4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
- 5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
- 6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.
- B. Payment of Contracted and DEPARTMENT Costs:
  - 1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REOUESTING PARTY will be reimbursed the balance of its deposit.

- 2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.
- C. General Conditions:
  - 1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
  - 2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
  - 3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

- 4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
- 5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

#### SECTION IV

#### MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:
  - 1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

- 2. Projects Financed in Part with Federal Monies:
  - a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).
  - b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

03-15-93

13

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

#### SECTION V

#### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

# APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

- 1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
- 2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
- 3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
- 6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

- 7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
- In the event that the Michigan Civil Rights Commission finds, after a hearing held 8. pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- 9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

# APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- 1. <u>Compliance with Regulations</u>: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
- 2. <u>Nondiscrimination</u>: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
- 3. <u>Solicitation for Subcontracts, Including Procurements of Materials and Equipment</u>: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports</u>: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. <u>Incorporation of Provisions</u>: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the interests of the interests of the united States.

Revised June 2011

#### APPENDIX C

### TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

## Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this Implementation of this program is a legal agreement. obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

# MDOT SMALL URBAN PROGRAM ROAD PROJECT APPLICATION

#### ALL FIELDS MUST BE COMPLETED

REQUESTING AGENCY INFORMATION					
CONTACT PERSON	TELEPHONENUMBER				
CITY/ZIP	E-MAIL ADDRESS				
	CONTACT PERSON				

#### **PROJECT INFORMATION**

SMALL URBAN AREA	SMALL URBAN AREA PRIORITY		YEAR OF IMPROVEMENT	LENGTH (MILES)
ROAD NAME	5.	WORK TYPE CODE	299	

PROJECT LIMITS/LOCATION

DESCRIPTION

IS THE ROAD SEGMENT/PROJECT FEDERAL-AID ELIGIBLE?	YES	NO
IS SIDEWALK WORK TO BE INCLUDED IN THE PARTICIPATING COSTS?	YES	NO
IS RIGHT-OF-WAY/LAND ACQUISITION REQUIRED?	YES	NO
If Yes, please explain:		
DOES THE ROAD HAVE TRUCK RESTRICTIONS?	YES	NO
If Yes, please explain:		

#### **COST INFORMATION**

Include participating construction capital costs and non-participating costs. (Do not include ROW, feasibility studies, design, testing, preliminary engineering, or construction engineering.) Non-participating costs can include water, sewer, utilities, etc.

STP-URBAN REQUESTED (Federal Participating)			\$
LOCAL MATCH (Local Participating)			\$
NON-PARTICIPATING COSTS			\$
OTHER (Describe:		)	\$
PARTICIPATING CONSTRUCTION CAPITAL TOTAL			\$
ADVANCE CONSTRUCT (AC)	YEAR	AMOUNT \$	
ADVANCE CONSTRUCT CONVERSION (ACC)	YEAR	AMOUNT \$	

### **OTHER COMMENTS**

SUBMITTED BY	TITLE	DATE



# Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Approval of Bid for Streetscape Construction

Meeting Date: July 24, 2023

**Recommended Action:** 

Motion to approve the bid from Katerberg Verhage for streetscape construction in the amount of \$2,800,777, the quote from Landscape Forms for site amenities for \$55,870, and the light pole purchase from MLS West for \$178,711.

Background Information:

The invitation to bid was sent directly to 42 contractors and two plan rooms, but we received only one bid.

The streetscape costs are planned as follows:

Construction – Katerberg Verhage \$2,800,777 Street Light Purchase - \$178,711 Street Amenity Purchase \$55,870 Professional Fees \$220,000 Contingency \$280,000 **Total Project Cost: \$3,535,358** 

**Financial Implications:** 

Funding for the project is planned to include \$2.7 million in bond financing which the DDA will repay and \$800,000 in cash from the DDA's fund balance, committed dollars from the sale of the Tyden Lofts property (closing Aug 2), and City/ARPA funds. Additional details will be explained at the meeting.



# Regular Council Agenda Item Memorandum

Attachments:

- Bid from Katerberg Verhage
- Landscape Forms Quote
- MLS West Lightpole Quote

Bidder Company Name Katerberg Vertrage Fnc.

# PROPOSAL FORM City of Hastings Streetscape Improvements

TO: Amy Hubbell Deputy Clerk City of Hastings 201 E State Street Hastings, Mi 49058

The undersigned bidder has carefully examined the plans and specifications for the construction of the City of Hastings Streetscapes Improvements, as prepared by M. C. Smith Associates and Architectural Group, Inc. and, having carefully examined the site and completely familiarized himself with local conditions affecting the cost of the work; hereby states that he will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specifications and drawings; and will accept as full and complete payment therefore the Lump Sum Bid Amount Which Is The Summation Of The Cost Of The Items Of Work And Must Be Equal To The Summation Of The Extension Of The Unit Prices in the amount of :

100	Million eight	hundred thousand	Seven hundred seventy seven dollars	
and	Zero		Cents (\$ 2,800,777.00	)

This is not a unit price contract. The following unit prices will be utilized to assess bids, revise contract amounts, and develop change orders. <u>Bidders must provide unit prices for every bid item at the time the bid is submitted</u>. The Base Bid amount must be equal to the summation of the extension of all unit prices; Items 1 through 76. Bids which are incomplete or inaccurate will be subject to disqualification.

Bidders shall immediately notify the Landscape Architect of any perceived errors, omissions or discrepancy in the bid item quantities so they and other bidders can be advised of an acceptable bid procedure. This is a Lump Sum Bid. The base bid as submitted is for complete construction as shown by the plans, details and specifications.

The bidder agrees to reduce or add to the amount of the Base Bid under this proposal for any items deleted or added in accordance with the following unit prices. These unit prices shall include overhead and profit for each associated work item.

# **GENERAL CONDITIONS**

Item	Description	Qty	Unit	Installed	Unit Total
No.			*	Unit Price	
1.	Mobilization and maintaining traffic complete.	1	LS	\$ 107,000.00	\$ 107,000.00
2.	The cost of project related bonds and insurance.	1	LS	\$40,125.00	\$ 40,125.00
3.	All layout and staking of site work elements				
	complete.	1	LS	\$ 13,375.00	\$ 13,375.00
4.	General conditions: management, overhead and				
	profit. Unit price shall be equal to 5% of the total				
	base bid.	1	LS	\$ 132,500.50	\$ 132,500.50

# SITE PREPARATION AND REMOVALS

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
5.	Site Preparation and Grading including Soil				
	Erosion, Sedimentation Control, Restoration				
	Seeding and all other work shown on the plans but not otherwise listed below.	1	LS	\$ 49,541.00	\$ 40 544 00
6.	Remove Existing Site Amenities including Bike	1		\$ 43,541.00	\$49,541.00
0.	Racks, Waste Receptacles, and Benches as per				
	plans and specifications.	1	LS	\$ 2,675.00	\$2,675.00 🖬
7.	Sawcut and Remove Existing Bituminous	1	0.0	\$ <u>_</u> ,0,0,000	\$2,075.00 ₽
	Paving Complete as per plans and				
	specifications.	1,548	SY	\$ 15.75	\$ 24,381.00+
8.	Sawcut and Remove Concrete Paving and Brick				
	Pavers complete as per plans and specifications.	44,556	SF	\$ 2.00	\$89,112.00
9.	Sawcut and Remove Colored Concrete				
	Crosswalks complete as per plans and				
	specifications.	7,192	SF	\$2.75	\$19,778.00 <b></b>
10.	Sawcut and Remove Curb and Gutter and				
	Valley Gutter complete as per plans and				
	specifications.	1,601	LF	\$ 17.00	\$ 27,217.00
11.	Remove Existing Banner and Light poles,				
	fixtures and bases complete per plans and	70	-	↑ 740.00	
10	specifications.	70	EA	\$ 710.00	\$ 49,700.00 <b></b>
12.	Remove Existing Brick Walls Complete as per		TE	\$ 75.00	A C C75 00
13.	plans and specifications.	89	LF	210.00	\$ 6,675.00 <b>E</b>
13.	Remove Existing Trees and Grates Complete as per plans and specifications.	27	EA	\$ 1,117.00	¢ 20 150 00
14.	Repaint Existing Bollards, Over the Street	21	EA	\$ 1,117.00	\$ 30,159.00 <del>+</del>
14.	Banner Poles and Strain Poles Complete as per				
	plans and specifications.	1	LS	\$ 8,025.00	\$ 8,025.00 🛨
15.	Tuckpoint and Clean Brick Walls as per plans	4	0	ψ - ,	φ 0,020.00 <del>+</del>
	and specifications (Square Face Foot).	720	SFF	\$ 9.00	\$ 6,480.00

# **GENERAL SITE IMPROVEMENTS**

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
16.	Furnish and install sealcoat and striping as per plans and specifications.	92,595	SF	\$ 0.25	\$ 23,148.75
17.	Furnish and install Bituminous Patch complete as per detail no. 3 on sheet 8.1 and as per plans and specifications.	986	SY	s 53.75	s 52,997.50
18.	Furnish and install 4" Concrete paving per detail no. 1 on sheet 8.1 and per plans and			\$ 7.75	\$ 198,035.75
19.	specifications. Furnish and install 6" Concrete paving per detail no. 1 on sheet 8.1 and per plans and specifications.	25,553	SF SF	\$ 11.50	\$ 196,035.75
20.	Furnish and install 4" Colored Concrete as per detail no. 1 on sheet 8.1 and per plans and specifications.	4,101	SF	\$ 12.50	\$ 51,262.50
21.	Furnish and install 6" Colored Concrete Crosswalks including Concrete band as per detail no. 8 on sheet 8.1 and per plans and specifications.	6,997	SF	\$ 32.00	\$ 223,904.00
22.	Furnish and install Exposed Aggregate Paving as per detail no. 2 on sheet 8.1 and per plans and specifications.	10,490	SF	\$ 13.00	\$ 136,370.00
23.	Furnish and install Concrete Sculpture Pedestals as per detail no. 7 on sheet 8.2 and per plans and specifications.	244	SF	\$ 79 <i>.</i> 75	\$ 19,459.00
24.	Furnish and install Concrete Curb and Gutter per detail no. 4 on sheet 8.1 and per plans and specifications.	1,660	LF	\$ 35.50	\$ 58,930.00
25.	Furnish and install Planter Curb as per detail no. 5 on sheet 8.1 and per plans and specifications.	420		\$ 102.00	\$ 42,840.00
26.	Furnish and install Tree Grates as per details nos. 1 and 2 on sheet 8.7 and per plans and specifications.	12	EA	\$ 2,927.00	\$ 35,124.00
27.	Furnish and install Tree Pit as per detail no. 3 on sheet 8.7 and per plans and specifications. Note soil mix is provided by owner.	38	EA	\$ 2,574.00	\$ 97,812.00
28.	Furnish and install Duralast Detectable Warning Plate as per detail no. 7 on sheet 8.1 and per plans and specifications.	576	SF	\$ 75.50	\$ 43,488.00
29.	Furnish and install Holland Stone Pavers as per detail no. 6 on sheet 8.1 and per plans and specifications.	4,801	SF	s 39.50	s 189,639.50
30.	Furnish and install Nordic Cobble Pavers as per detail no. 6 on sheet 8.1 and per plans and specifications.	620	SF	\$ 57.00	\$ 35,340.00

# **GENERAL SITE IMPROVEMENTS CONTINUED**

Item No.	Description	Qty.	Unit *	Installed Unit Price	Unit Total
31.	Furnish and install Brick Walls as per detail no.				
	1-4 on sheet 8.2 and per plans and				
	specifications.	332	LF	§ 323.00	_{\$} 107,236.00

# LIGHTING AND ELECTRICAL

	T		1		
32.	Install Light A AAL 14' Single Site Lights with				
	Plant Holders including fixture, base, and all				
	electrical connections as per detail no. 1 on				
	sheet 8.6 and per plans and specifications.	27	EA	_{\$} 2,031.00	\$ 54,837.00
33.	Install Light B AAL 20' Single Site Lights with				
	Banner Arm including fixture, base, and all				
	electrical connections as per detail no. 2 on				
	sheet 8.6 and per plans and specifications.	12	EA	_{\$} 2,210.00	\$ 26,520.00
34.	Install Commercial String Lights with Poles as				
	per detail no. 3 on sheet 8.6 as per plans and				
	specifications.	4	location	\$ 6,474.00	<u>\$</u> 25,896.00
35.	Furnish and install Beacon Lamp to Existing				
	Strain Pole as per sheet 9 series and per plans				
	and specifications.	4	EA	\$ ^{364.00}	_{\$} 1,456.00
36.	Furnish and install all Electrical Complete				
	including lighting control panel, connections,				
	and distribution as per plan sheet 9 series and				
	specifications.	3,125	LF	_{\$} 13.50	_{\$} 42,187.50

# SITE STRUCTURES/AMENITIES

37.	Furnish and install Outdoor Fireplace including				
	gas connections as per sheet 8.8 and per plans				
	and specifications.	1	LS	\$ 87,847.00	\$ 87,847.00
38.	Furnish and install Entry Feature as per detail				
	no. 6 on sheet 8.4 and per plans and				
	specifications.	4	EA	\$ 15,301.00	\$ 61,204.00
39.	Furnish and install 2' x 6' Planters with				
	pedestal, soil, and irrigation as per detail no. 3				
	on sheet 8.3 and per plans and specifications.	12	EA	\$ 3,919.00	\$ 47,028.00
40.	Furnish and install 3' Diameter Planters with				
	concrete pedestal, soil, and irrigation as per				
	detail no. 2 on sheet 8.3 and per plans and				
	specifications.	58	EA	<b>\$</b> 2,349.00	_{\$} 136,242.00
41.	Furnish and install Umbrella Shade Sail as per				
	detail no. 3 on sheet 8.5 and per plans and				
	specifications.	2	EA	\$ 18,525.00	_{\$} 37,050.00

# SITE STRUCTURES/AMENITIES (CONTINUED)

Item	Description	Qty.	Unit	Installed	Unit Total
No.			*	Unit Price	
42.	Furnish and install Dual Triangle Shade Sail as				
	per detail no. 1 on sheet 8.5 and per plans and specifications.	1	EA	\$ 45,750.00	\$45,750.00
43.	Install Scarborough Dual Litter/Recycle				
	Receptacles as per detail no. 6 on sheet 8.3 and per plans and specifications.	12	EA	_{\$} 485.00	\$ 5,820.00
44.	Furnish and install Dumor 165-60PL Benches				
	as per detail no. 1 on sheet 8.3 and per plans and specifications.		EA	_{\$} 2,515.00	_{\$} 10,060.00
45.	Furnish and install Cycle Safe Classic U Rack				
	Bike Racks as per detail no. 4 on sheet 8.3 and per plans and specifications.	5	EA	_{\$} 590.00	_{\$} 2,950.00
46.	Furnish and Install Reliance Foundry R-7585				
	Bollards as per detail no. 5 on sheet 8.3 and per plan and specifications.	16	EA	_{\$} 2,834.00	_{\$} 45,344.00
47.	Furnish and install Barrier Free, Stop and Yield				
	to Pedestrian Signs and Commons/ Social				
	District Signs on Poles as per sheets 7.1-7.3 and as per plans and specifications.	26	EA	_{\$} 590.00	s 15,340.00
48.	Relocate Directional Signs as per sheets 7.1-7.3			•	Ŷ
	and per plans and specifications.	3	EA	_{\$} 485.00	_{\$} 1,455.00

# SITE DRAINAGE

Item No.	Description		Unit *	Installed Unit Price	Unit Total
49.	Furnish and Install 4' Manhole as per sheet 5.1 and per plans and specifications.	1	EA	_{\$} 4,280.00	_{\$} 4,280.00
50.	<b>1.</b> Furnish and install 4' CB as per sheet 5.1 and per plans and specifications.		EA	_{\$} 4,280.00	_{\$} 12,840.00
51.			LF	_{\$} 50.00	_{\$} 4,300.00

# **IRRIGATION**

1	Furnish and install Irrigation System Complete as per sheet 11 series and per plans and				
	specifications.	1	LS	\$ 159,430.00	_{\$} 159,430.00

**LANDSCAPE PLANT MATERIALS** Furnish and install the following landscape plant material, complete as per sheet 8.7. **Deciduous Canopy Trees (Balled and Burlap)** 

Item No.	Botanical Name Common Name	Qty.	Min. Size/ Unit	Installed Unit Price	Unit Total
53.	Acer freemanii 'Celzam'			11100	
	Celebration Maple	6	2 1/2" Cal	\$720.00	\$4,320.00
54.	Ginkgo biloba				
	Ginkgo	9	2 1/2" Cal	\$ 800.00	\$7,200.00
55.	Tilia cordata				
	Little Leaf Linden	6	2 1/2" Cal	\$725.00	\$4,350.00
56.	Nyssa sylvatica				
	Black Gum	9	2 1/2" Cal	\$ 762.00	\$ 6,858.00
57.	Oystrya virginia				
	American Hornbeam	4	2 1/2" Cal	\$725.00	\$2,900.00
58.	Zelkova serrata 'Green Vase"				
	Japanese Zelkova	6	2 1/2" Cal	\$ 725.00	\$ 4,350.00

# Perennials

Item No.	Botanical Name Common Name	Qty.	Min. Size/ Unit	Installed Unit Price	Unit Total
59.	Achillea millefolium 'Oertel's Rose' 'Oertels' Rose Yarrow	8	#1 Pot	\$ 16.50	\$ 132.00
60.	Campanula 'Samantha' 'Samantha' Bellflower	7	8 Cell Flats	\$ 16.50	\$ 115.50
61.	Coreopsis verticillate 'Moonbeam'' Moonbeam Threadleaf coreopsis	44	#1 Pot	\$ 16.50	\$ 726.00
62.	Echinacea 'Crazy Pink' 'Crazy Pink' Coneflower	8	#1 Pot	\$ 19.50	_{\$} 156.00
63.	Echinecea 'Fragrant Angel' 'Fragrant Angel' Coneflower	17	#1 Pot	\$ 19.50	\$ 331 <i>.</i> 50
64.	Echinacea supreme "Cantaloupe' Supreme 'Cantaloupe' Coneflower	30	#1 Pot	\$ 19.50	\$ 585.00
65.	Hemerocallis 'Big Smile' 'Big Smile' Daylily	15	#1 Pot	\$ 15.00	\$ 225.00
66.	Hemerocallis 'Mardi Gras Parade' 'Mardi Gras Parade' Daylily	11	#1 Pot	\$ 15.00	\$ 165.00
67.	Hemerocallis 'Strawberry Candy' 'Strawberry Candy' Daylily	6	#1 Pot	\$ 15.00	\$ 90.00
68.	Heuchera 'Forever Purple' 'Forever Purple' Coral Bells	28	#1 Pot	\$ 16.50	<b>\$ 462.00</b>
69.	Leucanthemum X superbum 'Snowcap' 'Snowcap' Shasta Daisy	9	#1 Pot	<u></u> \$ 16.50	_{\$} 148.50

70.	Nepeta X faassenii 'Purrsian Blue'		8 Cell		
	'Purrsian Blue' Nepeta	6	Flats	\$15.00	\$ 90.00
71.	Perovskia atriplicifolia 'Lacey Blue'				
	'Lacey Blue' Russian Sage	17	#1 Pot	\$ 16.50	\$ 280.50
72.	Phlox paniculata 'Bright Eyes'				
	'Bright Eyes' Phlox	18	#1 Pot	\$ 15.00	\$ 270.00
73.	Rudbeckia speciosa 'Viette's Little Suzy'				
	'Little Suzy' Dwarf Orange Coneflower		#1 Pot	\$ 19.50	\$ 331.50
74.	Salvia nemorosa 'Marcus'				
	'Marcus' Sage		#1 Pot	\$ 16.50	\$ 148.50
75.	Salvia nemorosa 'Sensation Deep Rose				
	Improved'			\$ 16.50	\$ 297.00
	'Sensation Deep Rose Improved' Sage	18	#1 Pot		
76.	Syringa X 'Bloomerang Dwarf'				
	Bloomerang Dwarf Purple Lilac		#3 Pot	\$ 63.00	\$ 1,008.00
77.	Replace Water Stop Valve Boxes (ADD #2)	1	EA	\$925.00	\$925.00
			Tota	Base Bid	\$2,800,777.00

# ***Unit Descriptions**

LS	=	Lump Sum	LF	=	Lineal Feet	SF	=	Squ
SY	=	Square Yard	CY	=	Cubic Yard	EA	=	Eacl

- Square YardCY=HeightSFF= SY = HT =
- Square Face Feet
- uare Feet Each

Bidder Company Name Katerberg Verthage Inc.

The undersigned agrees as follows:

To do any extra work not covered by the above schedule of prices, which may be ordered by the Landscape Architect, and to accept compensation therefore as provided in Section 23 of the General Conditions entitled "Unclassified Work".

Begin work as soon as possible after the contract is executed and perform said work in such a manner as to complete it in accordance with Section 18 of the Information to Bidders and to coordinate their work with the other contractors involved.

The undersigned acknowledges the right of the Owner to accept or reject any proposal or part of any proposal submitted.

We hereby acknowledge receipt of the following addenda and have included them in our proposal; Addenda Nos. 1 + 2

tl 7/7/23 # 2 7//6/23 Dated
Dated this 11 the day of July, 2023.
By: Signature of Bidder Joul Alun
Name of Business Katerberg Vertlage Inc.
Business Address of Bidder 3717 Michigan St. NE
Grand Rapids, MI 49525
Business Telephone of Bidder <u>(16-295-5374</u>
Business Fax Number of Bidder
Business Email Address of Bidder joelf @ Katerberg Verhage com
Incorporated under the laws of the State of Michigan
President Carla Vertage
Secretary
Treasurer
If Non-incorporated:
Names and Addresses of Members of the Firm:

Bidder Company Name Katerberg Vertage

Name of Subcontractor	Type of Work Amount	Amount
Burgess Survey	Staking	\$10,000
Kent Companies	Concrete	\$760,000
Bazen Electric	Electrical	\$ 175,000
Give Em a Braler	Traffic Control	\$25,000
Kenowa Companies	Irrigation	\$ 90,000
Posterna Sign	Entry Signs	340,000
RiteWay	Mechanical	\$ 10,000
Onder Construction	Shade Install	\$20,000
JK Masonry	Masonry	
AL Asphalt	Paving, scalcoat, striping	\$55,000
·	r	
·		

# **PROGRESS SCHEDULE**

Schedule to be provided upon notification of contract award.

Project Name: Hastings Streetscape Improvements

# OUTLINE OF PROPOSED ORDER OF WORK FOR MAJOR ITEMS INCLUDED IN PROPOSAL -

If approved, this outline will become part of the contract.

Item of Work	Proposed Starting Date Proposed Completion Date
I would	anticipate starting all work on the north
Side of the	road after labor Day. The intent would be to
do all removals	underground work, and much of the flat work
on the N. Side	- during the fall of '23. Crosswalks and the
South side	would be done in the spring of '24.
The north 8	ide would not be complete this fall, but
it would be r	oughed in and usable. Specially features
Cie. entry's, plan	ers, fireplace, shades, +landscapes) would be worked
On as weather	allows in the winter and in the spring.

CONTRACTOR:	BY:	DATE:	
Katerberg Verblage	And Alu	~ 7/11/23	

# **QUALIFICATION STATEMENT**

Each bidder may be requested to submit qualifications in accordance with the following questions:

All questions shall be answered and the data given must be clear and comprehensive. The bidder may submit any additional information he desires.

- 1. Name of bidder.
- 2. Permanent main office address.
- 3. When organized.
- 4. If a corporation, where incorporated.
- 5. How many years have you been engaged in and worked under your present or trade name?
- 6. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion).
- 7. General character of work performed by you, i.e. total gross sales of the year, percentage and percentage by subcontractors, breakdown by categories.
- 8. Have you ever defaulted on a contract? If so, where and why?
- 9. Have you ever failed to complete any work awarded to you? If so, where and why.
- 10. List five contracts recently completed by you, starting approximate gross cost for each, and the month and year completed. Provide names and telephone numbers of Owners and/or architects for same.
- 11. List your major equipment available for this contract.
- 12. Experience in construction of work similar in scale to this project.
- 13. Background and experience of the principal members of your organization, including the officers.
- 14. Give bank and supplier references.
- 15. Percentage and types of work to be performed by your people and percentages and types of subcontractors.
- 16. List subcontractors to be used on this work.
- 17. Completion and submittal of all the above questions by your subcontractors may be requested from the successful bidder.
- 18. Sign and date this data and all attachments.



Landscape Architecture Park & Recreation Planning Architecture • Urban Design Sports Facility Planning

# ADDENDUM FOR HASTINGS STREETSCAPE IMPROVEMENTS for CITY OF HASTINGS

# June 16, 2023

This addendum forms a part of the contract documents and modifies the original specification and bid proposal as noted below. Acknowledge receipt of this addendum by attaching a copy of the Bid Proposal Form. Failure to do so may subject bidder to disqualification. This addendum consists of (1) pages.

- 1. A pre-bid meeting will not be held.
- 2. All questions must be in by June 30, 2023. A final Addendum, if necessary, will be issued on Friday, July 7, 2023.
- 3. Please fill out and provide with your bid the Progress Schedule PS-1.

for the 7/11/23



Landscape Architecture Park & Recreation Planning Architecture • Urban Design Sports Facility Planning

# ADDENDUM #2 FOR HASTINGS STREETSCAPE IMPROVEMENTS for CITY OF HASTINGS July 7, 2023

This addendum forms a part of the contract documents and modifies the original specification and bid proposal as noted below. Acknowledge receipt of this addendum by attaching a copy of the Bid Proposal Form. Failure to do so may subject bidder to disqualification. This addendum consists of 6 pages.

- 1. The South side of State Street from the building face to curb and gutter complete where there are entrances from the South side of the building may be closed during construction. In all other locations, access to the building entrances must be maintained during construction.
- 2. Completion date has been extended to Friday June 28, 2023
- 3. Please provide a unit price to replace the Water Stop Valve Boxes as Bid Item 77 on the bid form.
- 4. Bid Item. 35 Beacon Lamp to Existing Strain Pole is owner provided, contractor installed. Attached is a cut sheet.
- 5. The existing bollards and banner poles should be painted as follows: Sand poles and bollards to remove chalk, loose and peeling paint, and existing loose rust. Base coat with a coat of Epoxy primer followed by a topcoat of Aliphatic Urethane.
- 6. All Poles, Fixtures and String Lights with Poles are provided by Owner.
- 7. Please find attached updated sheets 9.4, 9.5 and 9.6.
- 8. Please find attached updated sheet 11.2.

for the -111/23

# **Katerberg VerHage Projects and References**

# Gezon Park – Competed Summer 2022

• Splash pad, pavilion, bike trails, utilities, site grading and drainage 5651 Gezon Ct SW, Wyoming, MI 49519

Tyler Sprage – JHLE Studio – <u>tsprague@jhle-studio.com</u> – 734-668-7416

# William Toan Park – Competed Fall 2021

• Splash pad, community fire place, playground improvements, walking paths, utilities & site grading

150 S. Water St, Portland, MI 48875

Jon Moxey – Fleis & Vandenbrink – jmoxey@fveng.com – 616-977-1000

# Jaycee Park – Completed Fall 2021

- Basketball court, play equipment, walking paths, utilities & site grading
- 1088 Gentian Dr SE, Kentwood, MI 49508

Tiffany Smith – MCSA Group – tas@mcsagroup.com – 616-451-3346

# Dwight Lydell Park – Completed Spring 2021

- Walking paths, play equipment, mass earthwork, boardwalks, bridge improvements, riverbank restoration & landscaping
- 4040 Leland Ave. NE, Comstock Park, MI 49321

Brian Mulligan – Kent County Parks – brian.mulligan@kentcountymi.gov - 616-632-7836

# Roberto Clemente Park – Completed Summer 2021

• Restroom building, play equipment, pavilion, walking paths, bioswale, utilities, site grading & landscaping

546 Rumsey St. SW, Grand Rapids, MI 49503

Karie Enriquez - Grand Rapids Park and Recreation - kenriquez@grand-rapids.mi.us - 616-456-4281

# Jackson Park – Completed Fall 2020

• Restroom building, splash pad, play equipment, parking lot, site utilities, site grading & landscaping

1331 33rd St. SW, Wyoming, MI 49509

Tiffany Smith – MCSA Group, Inc – tas@mcsagroup.com – 616-451-3346

# Grand Haven Bicentennial Park Riverwatch – Completed Summer 2020

- Overlook plaza improvements, new sidewalks, electrical improvements, new structural retaining wall, & landscaping
- 1 S. Harbor Dr., Grand Haven, MI 49417

Derek Gajdos -- Grand Haven Public Works -- dgajdos@grandhaven.org -- 616-847-3493

Date: 06/08/2023

LF Quote#: 0000384498

#### PO#:

Project: City of Hastings - Streetscape Improvements

Bill To: City of Hastings ATTN: Accounts Payable 135 W. Mill St Hastings, MI 49058

#### CORPORATE

7800 E. Michigan Avenue Kalamazoo, MI 49048-9543 P: 800.521.2546 F: 269.381.3455 www.landscapeforms.com Federal I.D.# 38-1897577 FSC# NC-COC-001261

Ship To: City of Hastings ATTN: Travis Tate 201 E State St. Hastings, MI 49058

> Ship To Contact Phone:269-945-6006 Ship Via: Common Carrier F.O.B.: Destination

Qty	Description			Unit Price	Total Price
	Bill of Lading Instructions: Travis Tate 269.945.6006 t		UIRED PLEASE CONTACT		
<ul> <li>Ship</li> <li>Billir</li> <li>Is yo</li> <li>Delives</li> </ul>	ordering please confirm: pping address and contact in a address and contact info pur firm or the project tax ex- very schedule: Ship immediately upon com Ship On/After the date:	nformation (name and p rmation empt? If so, exemption	oh#) certificate must accompany order		
18				\$ 510.00	\$ 9,180.00
	21 Chair Arm Option: Frame Powdercoat Color: Panel Powdercoat Color:				
18				\$ 530.00	\$ 9,540.00
	21 Chair Arm Option: Frame Powdercoat Color: Panel Powdercoat Color:				
3				\$ 720.00	\$ 5,760.00
	Chipman Chair Style: Arm Option: Powdercoat Color:	Stool, Bar Height Not Available To Be Advised			
4	Tables			\$ 1,320.00	\$ 5,280.00
			Page: 1 of 4		
Cust #: SSR: Rep:	9L4C7 Zachary Filiputti Amanda Nawara, Ml6				
			Purchaser	Landscape Forms Customer So Seller	er vice

Date: 06/08/2023

LF Quote#: 0000384498

#### PO#:

Project: City of Hastings - Streetscape Improvements

Bill To: City of Hastings ATTN: Accounts Payable 135 W. Mill St Hastings, MI 49058

#### CORPORATE

7800 E. Michigan Avenue Kalamazoo, MI 49048-9543 P: 800.521.2546 F: 269.381.3455 www.landscapeforms.com Federal I.D.# 38-1897577 FSC# NC-COC-001261

Ship To: City of Hastings ATTN: Travis Tate 201 E State St. Hastings, MI 49058

> Ship To Contact Phone:269-945-6006 Ship Via: Common Carrier F.O.B.: Destination

Qty	Description		Unit Price	Total Price
	Top Style:	Catena Powdercoated - Solid		
	Size:	36" Dia.		
	Umbrella Hole:	No		
	Support/Mounting:	Catena - Surface Mount		
	Table Top Color:	To Be Advised		
	Support Color:	To Be Advised		
2			\$ 1,420.00	\$ 2,840.00
	Chipman Table			. ,
	Style:	ROUND - 36" Table, Standing Height (42" Height)		
	Umbrella Hole:	No		
	Mounting:	Surface Mount		
	Table Top Powdercoat Co	olor: To Be Advised		
	Support Powdercoat Cole			
6			\$ 1,890.00	\$ 11,340.00
	Scarborough Recycling L	litter		
	Style:	Dual Use		
	Opening 1:	To Be Advised		
	Sign Option for Opening	1: To Be Advised		
	Opening 2:	To Be Advised		
	Sign Option for Opening	2: To Be Advised		
	Body Powdercoat Color:			
	Lid Powdercoat Color:	To Be Advised		
	Liner Color:	To Be Advised		
6			\$ 1,460.00	\$ 8,760.00
	Scarborough Litter			
	Style:	Side Opening, 30 gal. capacity		
	Side Panel:	To Be Advised		
	Powdercoat Color:	To Be Advised		
	Liner Color:	To Be Advised		
	Standard Features:	Freestanding/Surface Mountable		
		Page: 2 of 4		

 Cust #:
 9L4C7

 SSR:
 Zachary Filiputti

 Rep:
 Amanda Nawara, MI6

Landscape Forms Customer Service

Purchaser

Seller

Date: 06/08/2023

LF Quote#: 0000384498

#### PO#:

Project: City of Hastings - Streetscape Improvements

Bill To: City of Hastings ATTN: Accounts Payable 135 W. Mill St Hastings, MI 49058

#### CORPORATE

7800 E. Michigan Avenue Kalamazoo, MI 49048-9543 P: 800.521.2546 F: 269.381.3455 www.landscapeforms.com Federal I.D.# 38-1897577 FSC# NC-COC-001261

Ship To: City of Hastings ATTN: Travis Tate 201 E State St. Hastings, MI 49058

> Ship To Contact Phone:269-945-6006 Ship Via: Common Carrier F.O.B.: Destination

Qty	Description		Unit Price	Total Price
	Standard Liner:	30 gallon Polyethylene Liner		
			Item Total	\$ 52,700.00
			Shipping & Handling  Sub Total	\$ 3,170.00 \$ 55,870.00
			Estimated Tax	\$ 0.00
			Document Total	\$ 55,870.00

#### Payment Terms: NET 30 - PENDING CRED APPROVAL

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit pricing will only be held for six months after receipt of a written order.

Page: 3 of 4

9L4C7
Zachary Filiputti
Amanda Nawara, MI6

Landscape Forms Customer Service

Date: 06/08/2023

LF Quote#: 0000384498

#### PO#:

Project: City of Hastings - Streetscape Improvements

Bill To: City of Hastings ATTN: Accounts Payable 135 W. Mill St Hastings, MI 49058

#### CORPORATE

7800 E. Michigan Avenue Kalamazoo, MI 49048-9543 P: 800.521.2546 F: 269.381.3455 www.landscapeforms.com Federal I.D.# 38-1897577 FSC# NC-COC-001261

Ship To: City of Hastings ATTN: Travis Tate 201 E State St. Hastings, MI 49058

> Ship To Contact Phone:269-945-6006 Ship Via: Common Carrier F.O.B.: Destination

- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- · Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods
  purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid
  within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur
  interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- <u>REMITTANCE OPTIONS</u>: For information on paying via credit card, ACH, direct bank transfer, or wire please email us at <u>AR@landscapeforms.com</u>. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

#### **USD Checks**

Landscape Forms, Inc. Dept 78073 PO Box 78000 Detroit, MI 48278-0073 USA

#### CAD Cheques

Landscape Forms, Inc. PO Box 2408 Station A Toronto, Ontario M5W 2K6 CAN

Page: 4 of 4

Cust #:	9L4C7
SSR:	Zachary Filiputti
Rep:	Amanda Nawara, MI6

Landscape Forms Customer Service

Date: Jun 2, 2023

Quote: MLS23-112949-6

Quote



Page 1/3 Michigan Lighting Systems West 2853 Northridge Dr NW Suite A Grand Rapids MI 49544 Phone: (616) 785-1415 Fax: (616) 785-1282 From: Jeff Adams Quoter Ph: (616) 419-5165x. Email: jadams@mls-west.com

#### Project City of Hastings Streetscape - For Purchase from Distribution Location

Quote MLS23-112949-6

#### **To: Tiffany Smith**

M.C.Smith

529 Greenwood SE East Grand Rapids MI 49506 Phone: (616) 451-3346 Fax: (616) 451-1935 EMail: ag134@mcsagroup.com

For Bid Date Jun 2, 2023 Expires Jul 2, 2023 6 Specifier: M.C.Smith

QTY	Туре	MFG	Part	Price	UQ	ExtPrice
27		AAL	14' POST TOP ASSEMBLY CONSISTING OF:	\$3,344.00		\$90,288.00
27		AAL	PROV2-36L-510-3K7-3-BLT-STND MNT-DL-UNV	(included)		-
27		AAL	DB5-4F15-188-BLT-(2) PLT @ 180 DEGREES-RBC	(included)		-
		Line Note:	PLT @ 11'/RBC @14'-90 degrees from PLT			
12		AAL	20' POST TOP -SINGLE BANNER ASSEMBLY CONSISTING OF:	. ,		\$67,392.00
12		AAL	PROL2-72L-425-3K7-5W-BLT-DL-UNV	(included)		-
12		AAL	DB3-5F20-188-BLT-RBC	(included)		-
		Line Note:	RBC @ 19'			
24		AAL	BBS5-24-BLT	(included)		-
		Line Note:	Top arm@ 15', Bottom arm @11', 180 degrees from fixture arm			
16		VALM	DS340-400V120-ND-FP-BK-FBC-AB	\$584.00		\$9,344.00
			12', 4" straight round steel pole.			
		Line Note:	Festoon/cantinary lighting poles			
1		LM	BISTRO STRING LIGHT SYSTEM CONSISTING OF:	\$4,343.00		\$4,343.00
200		LM	BK-E17-BK-V	(included)		-
			Price per ft.			
			Festoon/cantinary lighting - cord/sockets	<i></i>		
160		LM	LED-BK-G50-1-120-FILAMENT	(included)		-
0.4.0			Festoon/cantinary lighting - lamps	<i>с</i>		
210		LM	BK-CABLE-1/16TH	(included)		-
			Price per ft.			
~~			Festoon/cantinary lighting - Cable	<i>с</i>		
32		LM	BK-CABLE CLAMP	(included)		-
100			Festoon/cantinary lighting - Clamps	<i>/</i> :		
100		LM	BK-TIES-BK	(included)		-
		Line Note:	Festoon/cantinary lighting - Cable Ties			

QTY	Туре	MFG	Part	Price	UQ	ExtPrice
1		MLS	ESITMATED SHIPPING COSTS FOR BISTRO LIGHTING	(included)		-
4		BEAC	MET30-PC-48L-110-3K7-UNV-3-DEF-BLT	\$1,836.00		\$7,344.00
		Line Note:	Fixture			

#### Total: \$178,711.00

#### Terms and conditions of sale:

1) Michigan Lighting Systems will NOT be responsible for errors resulting on orders released without receipt of Approved Submittals, or errors missed in the Approval Process.

2) Michigan Lighting Systems is not responsible for any manufacturer price increase and/or freight term changes after quotation date.

3) Verify voltage before ordering.

4) Prices do not include lamps, spare material, fuses, special finishes, mounting devices, installation, or applicable taxes unless otherwise specified herein.

5) Prices are firm for 30 days from date of quotation, and shipment within 180 days of date of quotation unless otherwise specified herein. All quotations are subject to the manufacturer's standard freight/ sales terms and conditions of sale unless otherwise noted herein.

6) Complete quote must be used, partials may be subject to requote. Pricing is quantity based and may be affected if ordered quantity varies.

7) This quotation is for the listed materials only. Please refer to this quotation by quote number when ordering.

8) Standard manufacturer's warranty for applies to lighting product. Please see product data sheet for length of warranty (varies by manufacturer/product).

Mfg Terms:		Allowance	Order
		Freight	Minimum
CL	Current Lighting	Freight Allowed	\$50.00
	Freight Allowed \$3	500 (effective 7/11/22)/Min. E	3illing \$50-\$25 Parts/
	1% 10th Net 30		
	Programming by C provided.	ontractor unless called out in	the quote that it is
MLS	MICHIGAN LIGHTI	NG SYB3us Freight	
	PLUS FREIGHT	30 DAYS NET	
VALM	VALMONT INDUS	TR <b>læ</b> ight Allowed	\$500.00
	** Freight terms are	e prepaid and add for orders	below \$1500.00. Freight
	charges will be incu	urred on Anchor Bolts shippe	d ahead. Min. Billing is
	\$500 and any orde /Net 30	rs under \$500 are subject to	a \$50 administrative fee.
	** Freight allowanc	e for Lightspeed Quick Ship	orders is \$2000.00
		Michigan Lighting	Systems - West Jeff Adam Page 1/3



To: The Honorable Mayor, City Council Members, and Sarah Moyer-Cale

From: Rob Neil, Superintendent of Streets and Travis Tate, DPS Director

#### Subject: 2023 Bucket Truck Purchase for DPS

#### Meeting Date: July 24, 2023

#### Recommended Action:

Motion to approve the purchase of a bucket truck for the Department of Public Services from M-Tech in the amount of \$194,900.

#### **Background Information:**

This is for the replacement of the current bucket truck, a 1995 Super Duty. The current truck is aging and is very hard to find available parts for repair both for the truck and for the aerial lift unit. There were 3-quotes requested,1-Cannon Equipment (did not quote) 2-Altec Ind. (minimum 2-year delivery) 3- M-Tech Ind. (\$194,900.00)

#### Financial Implications:

The Department of public Services included this item in the CIP program and 2023/2024 fiscal year budget in the amount of \$205,000. The quote from MTech is \$194,900 which is \$10,100 below the intended budget.

#### Attachments:

- M-Tech quote
- CIP Form Bucket Truck



7401 First Place Cleveland, Ohio 44146 800.362.0240 - 440.646.0996 440.646.9953 Fax sales@mtechcompany.com

Quote
-------

Name / Address	
City of Hastings 301 E. Court St Hastings, MI	
Trastings, Wi	

	Date	Quote #				
	7/12/2023					
Customer Contact						
Rob Neil						
Customer Phone	Customer Phone Customer E-mail					
(269) 945-5083 DPS	rneil@hastingsmi.org					
Customer Fax	Delivery					
	Pı	repaid				

Cust.	Account #	Sales Rep.	Terms	Quotati	on Valid		FOB	
		SS	Net 30		bility are subject ithout notice.	Origin/MTech		
Qty		Item		Description		Unit Price	Total	
1	999-AxionLif	t City of Hastings	MI. Fully Assemble Chassis: Ford F-550 Body: Custom Stah ST II 11' Steel Body Package Aerial Lift: AxionL	ruck Package for the d Aerial Lift Bucket ) Diesel 4x4 SD Reg l CST134VVD-52.5 y w/Special Aerial Ro ift AT4313i w/44.3' v udes Delivery & Trai ched.	Truck toInclude: ular Cab NWB Challenger einforced Body Working Height	194,900.00	194,900.00	
		Note			Subtotal		\$194,900.00	
Thank y Master(	ou for the oppo Card, Visa, Am	ortunity! erican Express accepted. C	Charges subject to a proce	essing fee.	Sales Tax	(6.0%)	\$0.00	
All return	ns subject to a 20	% restocking fee and custom	er is responsible for all ship	is responsible for all shipping charges. <b>Total</b> \$194,90			\$194,900.00	
	Signature							



#### Preview Order T201 - F5H 4x4 Reg Chas Cab DRW : Order Summary Time of Preview: 10/28/2022 14:47:19

**Dealership Name :** Liberty Ford, Inc.

Sales Code : F44613

Dealer Rep.	Tyler Gribble	Туре	Retail	Vehicle Line	Superduty	Order Code	T201
Customer Name	X XXXXX					Price Level	315
		Priority Code	10	Model Year	2023		

DESCRIPTION	DESCRIPTION
F550 4X4 CHASSIS CAB DRW/169	ENGINE BLOCK HEATER
169 INCH WHEELBASE	50 STATE EMISSIONS
OXFORD WHITE	120V/400W OUTLET
VINYL 40/20/40 SEATS	SNOW PLOW PREP PACKAGE
MEDIUM DARK SLATE	HIGH CAPACITY TRAILER TOW PKG
PREFERRED EQUIPMENT PKG.660A	CENTER HIGH MOUNT STOP LAMP
.XL TRIM	JACK
AIR CONDITIONING CFC FREE	40 GAL AFT OF AXLE FUEL TNK
.AM/FM STEREO MP3/CLK	332 AMP ALTERNATOR
6.7L POWER STROKE V8 DIESEL	DUAL BATTERY
10-SPEED AUTO TORQSHIFT	REAR VIEW CAMERA & PREP KIT
225/70R19.5G TRACTION TIRES	XL CHROME PACKAGE
4.30 RATIO LIMITED SLIP AXLE	.FOG LAMPS
PAYLOAD PLUS PACKAGE UPGRADE	.BRIGHT GRILLE
CV LOT MANAGEMENT	.REMOTE START SYSTEM
PLATFORM RUNNING BOARDS	FUEL CHARGE
19500# GVWR PACKAGE	PRICED DORA
	DESTINATION & DELIVERY



#### ARTICULATING AERIAL DEVICE

WORKING HEIGHT	CODE	TYPE	MODEL		
44.3	70.19.27122	Telescopic Articulated	AT 4313i		

Working height	44.3 ft.
Ground to bottom of the platform	39.4 ft.
Stowed travel height	10.2 ft.
Platform capacity	400 lb.
Platform dimensions	30 x 24 x 42 in.
Rotation	360º Continuous Infinite

	YES	NO
Manual emergency pump	Х	
Electric emergency pump	Х	
Emergency stop valves at the upper and lower control stations	Х	
End-Mount platform	Х	
Lower control with override to the platform	Х	
Device against accidental operation at the platform	Х	
Single-hand control. Joystick	Х	
Hydraulic platform leveling system	Х	
Gear Box + slewing drive rotation	Х	
Self-lubricationg bushing	Х	
Hydraulic hoses fully embedded inside booms	Х	
Holding valves integrated in hydraulic cylinders	Х	
Insulated 46 kv Cat. C - ANSI SIA A92.2-2015	Х	
Chassis insulation system (Lower boom)	Х	
Engine Start-Stop at platform (RF)	Х	
Throttle at the platform	Х	
Horometer	Х	
Liner	Х	
180º Hydraulic platform rotator	Х	
Hydraulic platform tilt	Х	
1 Set "A" Frame outriggers	Х	
Inclinometer	Х	
Outrigger boom interlock system	Х	
Vynil platform and insert cover	Х	
Lower arm rest	Х	
Mounting brackets (Skid) & stationary set-ups	Х	







# **AT LEADING SIDE REACH**

Quality Managment System certified by TÜV Rheinland. AXION is a company commited to quality.









### City of Hastings – Capital Improvement Plan Project Application Form

Draiget Titles



Project ID #:	CIP ID #:
Department:	Anticipated Start Date:
Date Prepared:	

**Project Description**: Provide a brief physical description of the project. Please be specific.

Project Need: Provide a brief explanation of why the project is necessary.

Planning: Is the project included in a prior program, plan, or policy? If so, identify the plan here:

Does the project share space or overlap with other CIP projects? Please describe.

Project Cost: _____

Please check one of the following for cost basis:

- □ Cost of comparable facility/equipment
- □ Cost estimate from engineer/architect
- □ Rule of thumb indicator/unit cost
- □ Preliminary estimate
- □ Ballpark "guesstimate"

Potential Funding Sources:

List of Attachments (quotes, photos, etc.):



To: The Honorable Mayor, City Council Members, and Sarah Moyer-Cale

From: Rob Neil, Superintendent of Streets & Travis Tate, DPS Director

Subject: Murray's Asphalt Quote Apple St/Boltwood St Asphalt Patching

Meeting Date: July 24, 2023

#### Recommended Action:

Motion to approve asphalt paving and repairs on E. Apple St. and N. Boltwood St. between N. Michigan St. and E. State St. by Murray's Asphalt in the amount of \$14,900.

#### **Background Information:**

There is a need for asphalt patching along the curb in several locations along this stretch of road. This would be approximately 5 feet out from the curb in the necessary locations requiring repair. This would take place after some driveway and catch basin repair has been completed.

There were 3-qoutes requested:

- Murray's Asphalt \$14,900
- A-1 Asphalt \$17,000
- Lakeland Asphalt- No quote submitted

#### Financial Implications:

There is \$150,000 budgeted in Fiscal Year 2023/2024 for Contracted paving/Chipseal for major streets.

#### Attachments:

- Murray's Asphalt Quote
- A1-Asphalt Quote

MURAN Asphalt Mainten		<b>lichigan's Asphalt Specialist</b> Serving The Area For Over 30 Years Murray's Asphalt 1727 Moore Road Woodland, MI 48897 (269)948-9369 www.murraysasphalt.com	5
City of Hastings 269-838-8395 rneil@hastingsmi.gov	06-27-2023	All seal coat prices are valid for 30 days. All paving prices are valid for 15 days. <b>Cash, checks, money orders, Visa &amp; Master</b> <b>Card</b> <b>ALL CREDIT CARD TRANSACTIONS HAVE</b> <b>3.5% INTEREST FOR HOMEOWNERS AND</b> <b>3.5% FOR CORPORATIONS.</b>	r-
	800' Patch Starting o	or: <u>on S. Boltwood St. at State St.</u> at Michigan Ave.	
Install 2" Commercial Base			
• Install 2: Commercial Top			
• 4" total average thickness			
4,000 Sq. Feet			
We propose to furnish material & la	bor-complete in accord	lance with the above specifications for the sum of:. \$14,90	00.00
\$	Four	rteen Thousand Nine Hundred Dollars	
With payments made as follow	s: <u>50% due at sig</u> r	ning, balance paid ON completion	
Any alteration or deviation from above specif will be executed only upon written order, and charge over and above the estimate. All agre strikes, accidents, or delays beyond our cont	ications involving extra costs d will become an extra ements contingent upon rol.	Respectfully Submitted: <u><i>Willie Murray</i></u>	
	Acceptance of		
The above prices, specifications an are hereby accepted. You are authereby by the payments will be made as outlined	d conditions are satisfa orized to do the work a		-
Date Of Acceptance:		Signature:	_



To: City Council

From: Travis J. Tate, P.E., Director of Public Services

Subject: Upgrades to the Water Treatment Plant and Water System by Integrated Controls, Inc.

Meeting Date: July 24, 2023

#### Recommended Action:

Motion to approve planned upgrades to the Water Treatment Plant and Water System by Integrated Controls, Inc. for the total price of <u>\$25,375</u>.

#### **Background Information:**

There are two items for the water system improvements. They are as follows:

- Upgrade all Radios to New Series GE Radios (8 Units) = \$19,000
- Replace Magnetic Fill Flow Meter and Labor = \$6,375

#### Financial Implications:

Radio upgrades for Water System were included in the fiscal year 2023/2024 budget at \$19,000. Repairs and upgrades to the Water Plant Ground Storage Fill Flow Meter were included in the fiscal year 2023/2024 budget at \$10,000.

#### Attachments:

- ICI Proposal for capital improvements
- Capital Improvement Project Forms



**REF:** Capital Improvement Budget Numbers Per Request As Follows; **Attn:** Vern Robins

ITEM	DESCRIPTION	COST	
	FWTP		
1	Update plant VFDs as follows; Quote ref QUOTE: #HFWTP-6922 VFD Logic Updates constant flow on HSPs and option for constant city pressure logic if both towers in OOS condition.	\$ 18,000.00	
1	Replace mag meter to res tank (meter only)	5 4,375.00	1270
1	Meter R&R labor (miss hardware)	\$ 2,000.00	0,315
1	Well VFD speed control update (All Sites)	\$ 6,000.00	
1	Upgrade all Radios to New Series GE Radios (existing are at end of Life) 8 units	\$19,000	19,000
	WWTP		
1	<ul> <li>Update WWTP to ICI Cloud SCADA (one time fee).</li> <li>Transfer WWTP SCADA to ICI Secure Cloud redundant high availability servers with MFA login and secure web access ( on site server to maintain runtime for local access to WWTP Only ) No web access through WWTP Server.</li> <li>Provide 1) IPsec vpn appliance w/cell fail over to ICI servers from plant PLCs &amp; configure local network for high security (additional hardware not included)</li> <li>Owner to provide full level admin rights login and pw for existing VT Scada application and network hardware</li> </ul>	<b>\$</b> \$ 7,500.00	6,375 )19,000 25,375
1	WWTP ANNUAL CLOUD SCADA SUPPORT WITH REMOTE PLC SUPPORT (Modifications to existing logic for errors and omissions are not included and negotiated on a per-instance bases) SCADA FEE-\$300.00/m		
1	Update existing plant effluent flow meter install new Transmitter in a SS enclosure for protection from environment	\$ 5,000.00	
	TOTAL BUDGET NUMBER	\$ 61 875 00	

TOTAL BUDGET NUMBER \$ 61,875.00

### **City of Hastings – Capital Improvement Plan Project Application Form**



Project Title: Radio Upgrades for Water System	
Project ID #:	CIP ID #:
Department: Water	Anticipated Start Date: 07/2023
Date Prepared: 02/15/2023	

Project Description: Provide a brief physical description of the project. Please be specific.

Upgrade all radios to new Series GE radios (8 units).

Project Need: Provide a brief explanation of why the project is necessary.

Current radios are no longer supported. parts are limited and will become hard to find for replacements.

Planning: Is the project included in a prior program, plan, or policy? If so, identify the plan here:

Does the project share space or overlap with other CIP projects? Please describe.

Project Cost: \$ 19,000.00

Potential Funding Sources:

Please check one of the following for cost basis:

- □ Cost of comparable facility/equipment
- □ Cost estimate from engineer/architect
- □ Rule of thumb indicator/unit cost
- Preliminary estimate
- Ballpark "guesstimate"

List of Attachments (quotes, photos, etc.):

### **City of Hastings – Capital Improvement Plan Project Application Form**



Project Title: Replace Water Plant Ground	Storage Fill Flow Meter
Project ID #:	CIP ID #:
Department:	Anticipated Start Date: 07/2023
Date Prepared: 02/15/2023	

Project Description: Provide a brief physical description of the project. Please be specific.

Replacement of non-functioning flow meter.

Project Need: Provide a brief explanation of why the project is necessary.

This meter measures the flow of water into our ground storage reservoir. The meter is no longer functional and needs to be replaced. The meter is used to monitor the water flow between the distribution system and the reservoir to maintain water tower levels and fill the reservoir at the same time. Without this meter, we do not have readings on how much water is put into the ground storage reservoir.

Planning: Is the project included in a prior program, plan, or policy? If so, identify the plan here:

Does the project share space or overlap with other CIP projects? Please describe.

Project Cost: \$ 10,000.00

Please check one of the following for cost basis:

- □ Cost of comparable facility/equipment
- □ Cost estimate from engineer/architect
- □ Rule of thumb indicator/unit cost
- Preliminary estimate
- Ballpark "guesstimate"

Potential Funding Sources:

List of Attachments (quotes, photos, etc.):



To: City Council

From: Travis J. Tate, P.E., Director of Public Services

Subject: WWTP SCADA and Effluent Meter Upgrades by ICI

Meeting Date: July 24, 2023

Recommended Action:

Motion to approve WWTP upgrades to the SCADA system and repairs to the effluent flow meter by ICI for a total price of \$12,500.

#### **Background Information:**

DPS determines there is a need to transition the SCADA system from Windemuller to ICI. There have been and is currently reliability issues with the SCADA system that is provided by Windemuller. Computer, internet, server interface issues, along with the Amazon Cloud, which is managed by Windemuller, has not been operating optimally. This is causing unsustainable reliability issues at the WWTP.

ICI operates the water system SCADA with little or no issues, therefore it seems reasonable to have them monitor both systems. They offer their own secure cloud with multiple back-up levels and actively monitor their systems and ours to insure proper operation of the system.

The effluent meter internal components needs to be replaced and repaired, along with reprograming it with the SCADA System.

#### Financial Implications:

Updating the SCADA system at the WWTP will not exceed \$7,500 for ICI to transfer the system. This was not in the budget, however it is an urgent need. The flow meter was found to not be functioning properly a couple months ago after the budget was already approved but the cost will be handled by the equipment repair and maintenance item. Sufficient fund balance is available to cover this unanticipated expense.

#### Attachments:

ICI Quote



**REF:** Capital Improvement Budget Numbers Per Request As Follows; **Attn:** Vern Robins

1	FWTP Update plant VFDs as follows; Quote ref QUOTE: #HFWTP-6922 VFD Logic Updates constant flow on HSPs and option for constant city pressure logic if both towers in OOS condition. Replace mag meter to res tank (meter only) Meter R&R labor (miss hardware)	\$ 18,000.00 \$ 4,375.00	
1	Quote ref QUOTE: #HFWTP-6922 VFD Logic Updates constant flow on HSPs and option for constant city pressure logic if both towers in OOS condition. Replace mag meter to res tank (meter only)		
1	Replace mag meter to res tank (meter only)	\$ 4,375.00	
	Meter R&R labor (miss hardware)		
		\$ 2,000.00	
1	Well VFD speed control update (All Sites)	\$ 6,000.00	
1	Upgrade all Radios to New Series GE Radios (existing are at end of Life) 8 units	\$19,000.00	
	WWTP		
1	<ul> <li>Update WWTP to ICI Cloud SCADA (one time fee).</li> <li>Transfer WWTP SCADA to ICI Secure Cloud redundant high availability servers with MFA login and secure web access (on site server to maintain runtime for local access to WWTP Only ) No web access through WWTP Server.</li> <li>Provide 1) IPsec vpn appliance w/cell fail over to ICI servers from plant PLCs &amp; configure local network for high security (additional hardware not included)</li> <li>Owner to provide full level admin rights login and pw for existing VT Scada application and network hardware</li> </ul>	\$ 7,500.00	\$\2150C
1	WWTP ANNUAL CLOUD SCADA SUPPORT WITH REMOTE PLC SUPPORT (Modifications to existing logic for errors and omissions are not included and negotiated on a per-instance bases) SCADA FEE-\$300.00/m		
1	Update existing plant effluent flow meter install new Transmitter in a SS enclosure for protection from environment	\$ 5,000.00	1

TOTAL BUDGET NUMBER \$ 61,875.00



To: City Council

From: Travis J. Tate, P.E., Director of Public Services

Subject: Repair Backflow Preventers for Various Downtown Locations

Meeting Date: July 24, 2023

Recommended Action:

Motion to approve the repair of various backflow preventers in the downtown area by Advantage Plumbing and Drain for the total price of **<u>\$7,578.59</u>**.

#### **Background Information:**

The result of testing the backflow preventers earlier this year has found repairs necessary. These include parking lots, streetscape, Spray Plaza and City Hall. The irrigation for the streetscape and parking lots have not been turned on because of these necessary repairs. This has caused a hardship for maintaining landscaped flower beds.

#### Financial Implications:

This will be funded by various facility or building repair and maintenance budget items.

#### Attachments:

• Advantage Plumbing and Drain quotes

	DVANTAGE	alexiss@advantageplumbinga	nddrain.com		Quote
	ommercial * Residential	Web Site		Date	Quote #
1690 E State St.,	Hastings, MI 49058	advantageplumbinganddr	ain.com	7/11/2023	W051520-2113
Phone #	2699450300				
Fax #	(269) 948-4932				
Name / Address		s	ITE ADDRESS		
City of Hastings 201 E State St Hastings MI 49058		151	of Hastings W Court Lot #1 ings, MI 49058		
			Customer Pho	ine	
	Description				otal
Lot #1	OR PLUMBING SERVICE				1,358.40
Lot #1 - Remove and repl Payment is	ace 1" RPZ Backflow devi	ce and test. ptance, prior to	Total		
Lot #1 - Remove and repl Payment is c	ace 1" RPZ Backflow devi	ce and test. ptance, prior to ork.	1	E VALID FOF	1,358.40 \$1,358.40

	<b>DVANTAGE</b>	alexiss@advantageplumbingan	nddrain.com	Data	Quot
7	ommercial + Residential	Web Site	-	Date	Quote #
1690 E State St.,	Hastings, MI 49058	advantageplumbinganddra	ain.com	7/11/2023	W051520-211
Phone #	2699450300				
Fax #	(269) 948-4932				
Name / Address		SI	TE ADDRESS		
City of Hastings 201 E State St Hastings MI 49058		135 1	of Hastings E Court Lot #2 ings, MI 49058		
			Customer Phon	ie 2	:69-953-6163 - Jim Ja
	Descriptio	n			Total
Lot #2	DR PLUMBING SERVIC				1,358.40
Lot #2 - Remove and rep	lace 1" RPZ Backflow dev	ice and test.	Total		1,358.40
Lot #2 - Remove and rep <b>Payment is</b>		ice and test. ptance, prior to	Total		1,358.40 \$1,358.40
Lot #2 - Remove and rep Payment is	lace 1" RPZ Backflow dev	eptance, prior to work.	-	E VALID I	

	DVANTAGE MRING & DRAIN	alexiss@advantageplumbinga	nddrain.com	Date	-	Quote
700	ommercial + Residential	Web Site	-			Quote #
	Hastings, MI 49058	advantageplumbinganddr	ain.com	7/11/2023	3	W051520-2116
Phone #	2699450300					
Fax #	(269) 948-4932					
Name / Address		s	ITE ADDRESS			
ity of Hastings 01 E State St astings MI 49058		200	of Hastings N Michigan Lot # lings, MI 49058	¥3		
			Customer Phor	ne 2	269-95:	3-6163 - Jim Ja
	Descript	ion			Tota	al
Rebuild 1" RPZ 1 Disclaimer* Repair of backflo	unit and replace Y strain w devices does not guar epairs / replacements ma	antee unit passes testing.				
Rebuild 1" RPZ i Disclaimer* Repair of backflo Possible further r	w devices does not guar epairs / replacements ma	antee unit passes testing. ay be needed.				
Rebuild 1" RPZ i Disclaimer* Repair of backflo Possible further r <b>Payment is</b>	w devices does not guar epairs / replacements ma	antee unit passes testing. ay be needed. <b>ceptance, prior to</b>	Total			\$653.98
Disclaimer* Repair of backflø Possible further r Payment is	w devices does not guar epairs / replacements ma <b>due full upon acc</b>	antee unit passes testing. ay be needed. eeptance, prior to work.		E VALID I	FOR 3	

	<b>DVANTAGE</b>	alexiss@advantageplumbinga	nddrain.com	Date	Quote #
	Commercial * Residential	Web Site	-		
1690 E State St.	, Hastings, MI 49058	advantageplumbinganddr	ain.com	7/11/2023	W051520-2117
Phone #	2699450300				
Fax #	(269) 948-4932				
Name / Address			TE ADDRESS		
City of Hastings 201 E State St Hastings MI 49058	3	City 100	of Hastings W Apple Lot#4 ings, MI 49058		
			Customer Pho	ne 26	9-953-6163 - Jim Ja
Lot #4 - Rebuild RPZ Ba * Disclaimer* - Repair of backfl	Description CHOOSE APPROPRATE ackflow unit and test. ow devices does not guaran repairs / replacements may	SERVICE (Labor & Ma	terials)		Total 470.91
Lot #4 - Rebuild RPZ Ba * Disclaimer* - Repair of backfl - Possible further	CHOOSE APPROPRATE ackflow unit and test. ow devices does not guaran repairs / replacements may	SERVICE (Labor & Ma tee unit passes testing. be needed.			470.91
Lot #4 - Rebuild RPZ Ba * Disclaimer* - Repair of backfl - Possible further <b>Payment is</b>	CHOOSE APPROPRATE ackflow unit and test. ow devices does not guaran	SERVICE (Labor & Ma tee unit passes testing. be needed. <b>ptance, prior to</b> <b>70rk.</b>	Total	E VALID FC	470.91 \$470.91

	<u>DVANTAGE</u>	E-mail				Quote
	MBING & DRAIN ommercial*Residential	alexiss@advantageplumbing Web Site	ganddrain.com	Da	te	Quote #
1600 E State St	Hastings, MI 49058	advantageplumbingand	drain com	7/11/2	2023	W051520-2118
1090 E State St.,	nastings, wil 49058	advantagepidnibingand	urain.com			
Phone #	2699450300					
Fax #	(269) 948-4932					
Name / Address			SITE ADDRESS	6		
City of Hastings 201 E State St Hastings MI 49058		22	ty of Hastings 7 E State astings, MI 49058			
			Customer Ph	one	269-9	945-2468 city ha
from the second second	Descriptio	n	-		T	otal
- Replace the leak * Disclaimer* - Repair of backflo	OR PLUMBING SERVIC ing test port and retest the ow devices does not guara repairs / replacements may	unit. ntee unit passes testing.				360.00
- Replace the leak * Disclaimer* - Repair of backfle - Possible further	ing test port and retest the w devices does not guara repairs / replacements may	unit. ntee unit passes testing. y be needed.	Total			
- Replace the leak * Disclaimer* - Repair of backfle - Possible further <b>Payment is</b>	ing test port and retest the w devices does not guara	unit. ntee unit passes testing. be needed. eptance, prior to work.	<b>Total</b> QUO	ΓE VALI	D FOR	360.00 \$360.00 \$360.00

S PLU	MBING & DRAIN	alexiss@advantageplumbingar	iddrain.com	Date	Т	Quote #
	ommercial * Residential	Web Site		7/11/202	3	W051520-211
690 E State St.,	Hastings, MI 49058	advantageplumbinganddra	ain.com	//11/202	5	w031320-211
Phone #	2699450300					
Fax #	(269) 948-4932					
Name / Address		SI	TE ADDRESS			
ity of Hastings DI E State St astings MI 49058		DDA	of Hastings Streetscape ngs, MI 49058			
			Customer Phone	e	269-953-0	6163 - Jim Ja
	Descript	on			Total	
Disclaimer* Repair of backflo	s on PVB device and tes	antee unit passes testing.				386.71
Disclaimer* Repair of backflo Possible further r	s on PVB device and tes w devices does not guar epairs / replacements ma	t unit. antee unit passes testing. ty be needed.				
Disclaimer* Repair of backflo Possible further r <b>Payment is</b>	s on PVB device and tes w devices does not guar epairs / replacements ma <b>due full upon acc</b>	t unit. antee unit passes testing. ay be needed. <b>reptance, prior to</b>	Total			\$386.71
Disclaimer* Repair of backflo Possible further r <b>Payment is</b>	s on PVB device and tes w devices does not guar epairs / replacements ma	e unit. antee unit passes testing. by be needed. eeptance, prior to work.	1	EVALID	FOR 30	\$386.71

	MPINE O DRAIN	alexiss@advantageplumbingan	ddrain.com	Delt	Quote
7~	Commercial + Residential	Web Site		Date	Quote #
690 E State St	, Hastings, MI 49058	advantageplumbinganddra	and the second	//11/2023	W051520-212
	,				
Phone #	2699450300				
Fax #	(269) 948-4932				
Name / Address		SI	TE ADDRESS		
ity of Hastings JI E State St astings MI 4905	8	112 E	of Hastings Center Lot#6 ngs, MI 49058		
			Customer Phone	269-	953-6163 - Jim Ja
	Descrip	tion		1	otal
		ICE (Labor & Materials) new 1" PVB unit and test.			
Remove defect	ive unit and replace with	new 1" PVB unit and test.	Total		\$1,010.12
Payment	ive unit and replace with	new 1" PVB unit and test. ceptance, prior to f work.		/ALID FO	

7	MBING & DRAIN	alexiss@advantageplumb	inganddrain.com	Date	Quote #
1690 E State St.,	Sommercial ★Residential Hastings, MI 49058	Web Sit		7/11/2023	W051520-2121
Phone #	2699450300				
Fax #	(269) 948-4932				
Name / Address			SITE ADDRESS		
City of Hastings 201 E State St Hastings MI 49058			City of Hastings Splash Plaza Hastings, MI 49058		
			Customer Phone		
	Descr	iption		T	otal
Kennove existing		with new then test.			
		with new then test.			
Payment is	due full upon a	cceptance, prior to	Total		\$1,302.77
Payment is c		cceptance, prior to		VALID FOR	

	DVANTAGE	E-mail		-		Quot
	MBING & DRAIN	alexiss@advantageplumbingan	iddrain.com	D	ate	Quote #
	ommercial <b>*</b> Residential	Web Site		7/11	/2023	W051520-212
1690 E State St.,	Hastings, MI 49058	advantageplumbinganddra	ain.com			
Phone #	2699450300					
Fax #	(269) 948-4932					
Name / Address		Si	TE ADDRESS	3		
City of Hastings 201 E State St Hastings MI 49058		201 1	of Hastings E State St ings MI 490	958		
			Customer Pho	one	269-8	38-8395 Rob Nei
	Descripti	on			Т	otal
- Install test port o * Disclaimer* - Repair of backfl	unit in A/C area. on PVB unit in drive throu ow devices does not guar repairs / replacements ma	antee unit passes testing.				
<ul> <li>Install test port of</li> <li>Disclaimer*</li> <li>Repair of backfl</li> <li>Possible further</li> </ul>	n PVB unit in drive throu ow devices does not guar repairs / replacements ma	antee unit passes testing. ay be needed.				
- Install test port of * Disclaimer* - Repair of backfl - Possible further <b>Possible further</b>	n PVB unit in drive throu ow devices does not guar repairs / replacements ma <b>due full upon acc</b>	antee unit passes testing. by be needed. <b>ceptance, prior to</b>	Total			\$677.3
* Disclaimer* - Repair of backfl - Possible further <b>Payment is</b>	n PVB unit in drive throu ow devices does not guar repairs / replacements ma	antee unit passes testing. by be needed. ceptance, prior to work.			LID FOI	\$677.3 R 30 DAYS



### **Hastings City Police**

201 E. State St. Hastings, MI 49058 (269) 948-4800 Dispatch (269) 945-5744 Office (269) 945-4358 Fax



Dale Boulter Chief of Police Julissa Kelly Deputy Chief

#### Hastings Police Department Council report for month of June 2023

#### Staffing

Ofc. Joseph James started with us on June 26th and is currently teamed with Field Training Officer Sensiba. Joseph was one of our first participants in the cadet program and has been around HPD for many years. Joseph completed his training at Kellogg Community College in early June and is now part of the HPD team. Current Plans are to send one individual to the police academy starting in August, given all requirements are met by the individual, and continue to seek certified individuals to add to our roster.

#### **STATS**

The past month officers responded to 579 calls for service, with a total of thirty-one arrests, twenty-four traffic accidents eight non-traffic accidents. Officers issued a total of thirty-three citations, 16 being moving violations, 17 being Non-moving violations.

#### **RESERVE OFFICERS**

The Reserve Department contributed 53 hours for the month of June.

#### TRAINING

All members including office staff attended CPR/AED/Narcan training

FOIA/redaction training attended by Anne Lockman (Kent County)

Distracted Driving course (Police1 training academy) all members

City Eloomi trainings (x's 3)

Cops in Court attended by Babcock, Meher, and Holmes

#### LIFE SAVING AWARD

Officer Brett Holmes was issued a life Saving Award for actions performed in the month of May.

Hastings Firefighters Chris Komondy and Erica Krouse are recognized by the police department as key members of the Hastings Fire Department involved in the life saving efforts on this same day in May. If not for the efforts, knowledge, and response of those involved, the life of an individual would have been lost. Thank you to each one of you and your dedication to human life. The police department and fire department are fortunate to have members such as yourselves on our team.

#### **Code Compliance report**

Report attached

Respectfully submitted, Dale Boulter Chief of Police

## HASTINGS CITY COUNCIL MONTHLY REPORT MONTH OF June 2023

**From Hastings Police Department** 

**Chief Dale Boulter** 

**Total Complaints: 579** 

**Total Arrests: 31** 

Adults: 14 OWI-5, MDOP-1, CSC-1, Prostitution-1, Failed to report accident-1, Health and Safety-1, Police strong arm-1, Public peace-1, Larceny-1, A&B-1.

Juveniles: 0

Arrests Warrants for other Departments: 17 Obstruction justice-17.

Traffic Summary:

Traffic Accidents: 24

Property Damage: 16

Injuries: 8 Fatal: 0 Non-Traffic: 8

Tickets Issued: 33

Moving Violations Issued: 16

Non-Moving Violations: 17

Total: 33

### POLICE VEHICLES

TOTAL MILES: 7,103

TOTAL GALLONS OF FUEL USED: 563.3

VEHICLE	MILAGE	VEHICLE	MILAGE
41/2020 FORD	36,938	45/2015 FORD	50,240
42/2021 FORD	32,447	46/2010 DODGE	63,154
43/2020 FORD	40,351	47/2023 FORD	1,892
44/2017 FORD	35,649	48/2016 FORD	93,545

#### ADDITIONAL INFORMATION:

The Hastings Police Reserve officers worked a total of 53 hours for the month.

CLASSIFICATION	CURRENT MONTH	PREVIOUS YEAR	<u>YTD</u> CURRENT	<u>YTD</u> PREVIOUS	YTD COMPARED
FATAL ACCIDENTS	0	0	0	1	-1
INJURY ACCIDENTS	8	3	24	16	+8
P.D. ACCIDENTS	16	5	62	47	+15
NON-TRAFFIC	8	4	30	35	-5
SPEEDING	1	1	4	11	-7
OTHER HAZARDOUS	15	6	65	43	+22
NON-HAZARDOUS	17	15	177	69	+108
PARKING	0	6	258	294	-36
TOTAL VIOLATIONS	65	40	620	516	+104

### Sum Issued by Badge-Violation

Run Date: July 11, 2023 Run Time: 10:23 AM

Badge:	All	
Issued T	imestamp From: 6/01/23	12:00 AM To: 6/30/23 11:59
Violation	: All	

#### Badge:

Parting
-
Final Total:

City of Hastings Code Compliance Officer June 2023 Activity Report



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

QUANTITY	COMPLAINT
16	1. Most misc. are for request for ordinance information and general help with who to contact for help.
	<ol> <li>719 E. Colfax informal hearing on June12. Reason chronic code violation offender. Magistrate ruled in favor of the City and fines were issued. To date property remains in compliance.</li> </ol>
	<ol> <li>133 E. State St. old Vinnies site. Formal hearing before a judge on June 20. Reason: post fire demolition and returning property to green field state as required not completed. Defendant was a no show. Working with city attorney on next steps.</li> </ol>

BY: Frank Jesensek

DATE: 7/5/23



**Hastings City Police** 

# LETTER OF COMMENDATION



# **Officer Brett Holmes**

The Hastings Police Department believes in the recognition of Officers, their actions, and outstanding efforts in service to the community and their fellow Officers. In keeping with this belief, the City of Hastings and the Hastings City Police Department recognizes Officer Brett Holmes for his outstanding efforts that occurred in May 2023.

On Tuesday, May 9th, 2023 at approximately 20:30 hours, Officer Holmes heard another officer being dispatched to a nearby medical in the 600 block of W. Grand St. where a male patient had reportedly suffered a seizure but was no longer breathing. Officer Holmes responded from his location, arriving on scene approximately two minutes later. Upon his arrival, Officer Holmes retrieved his Automated External Defibrillator (AED) from his patrol vehicle and entered the residence. Inside he found Hastings Firefighters, Chris Komondy and Erica Krouse on scene performing CPR.

Officer Holmes quickly assessed the need for the AED and took quick action applying the AED pads. After the AED assessed the patient a shock was advised and delivered. FF's Komondy and Krouse continued CPR efforts, successfully regaining positive signs of life. A short period later, as an EMS unit from Nashville arrived on scene, Ofc. Holmes recognized the patient's breathing and heart rate had slowed to a rate not capable of sustaining life. At that point CPR was continued while EMS staff established Advanced Medical Care.

The patient was then transported to the Hastings High School where he was turned over to Aero Med for transport. It was found later the male patient survived this incident and is currently home with added medical aids in place. In speaking with family members, medical staff believe the patient may have suffered a heart attack in the days prior, which caused the seizure and ultimately cardiac arrest this day.

Officer Holmes recognized the imminent danger and risk to the patient and responded quickly. FF's Komondy, Krouse and Officer Holmes' direct actions undoubtedly saved this individual's life. Therefore, these actions by Officer Holmes qualify him for the Hastings Police Department Life Saving Award. The Hastings Police Department and City of Hastings bestow upon him their appreciation.

David J. Tossava, Mayor

			6/30	Interest
Institution	Account Description	<b>ب</b>	Balance	<u>Rate</u>
Flagstar	Common Cash (Primary Checking)	\$	704,269.31	1.00%
	Payroll	\$	5,135.53	1.01%
	Savings	\$	1,505,531.17	4.02%
	Tax Collection <b>Total</b>	\$ \$	33,822.78	1.01%
	Total	φ	2,248,758.79	
Highpoint	Common Cash	\$	35,280.99	N/A
	Drug Enforcement	\$	18,211.94	N/A
	Library PayPal	\$	500.00	N/A
	Tax Collection	\$	-	N/A
	Total	\$	53,992.93	
Michigan CLASS	General Fund (Pooled)	\$	5,829,737.35	5.2245%
-	Water & Sewer	\$	548,492.35	5.2245%
	Equipment Fund	\$	278,585.12	5.2245%
	LDFA	\$	139,293.14	5.2245%
	Total	\$	6,796,107.96	
American Dep Mgmt Co	Money Market Account	\$	2,910,616.80	5.00%
	3-Month Certificates of Deposit	\$	720,000.00	4.85%-5.1%
	6-Month Certificates of Deposit	\$	_	N/A
	Total	\$	3,630,616.80	•
	Total, All Investments & Deposits	\$	12,729,476.48	
			6/30	% of
	Institution		Balance	Total
	Flagstar	\$	2,248,758.79	17.7%
	Highpoint	\$	53,992.93	0.4%
	Michigan CLASS	\$	6,796,107.96	53.4%
	American Dep Mgmt Co	\$	3,630,616.80	28.5%
	Total	\$	12,729,476.48	•
			6/30	% of
	<u>Type of Investment or Deposit</u>		Balance	Total
	Interest	\$	12,675,483.55	99.6%
	Non-Interest	\$	53,992.93	0.4%
	Total	\$	12,729,476.48	-
		Ŧ	_,,	

# *City of Hastings Investments & Deposits Status Report as of June 30, 2023*

#### SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2023

THIS YEAR	REVISED	FISCAL YTD	LAST YEAR	REVISED	FISCAL YTD
FISCAL YTD	BUDGET	% OF	FISCAL YTD	BUDGET	% OF
31-MAY-23	2022-2023	BUDGET	31-MAY-22	2021-2022	BUDGET

# FUND 101 - GENERAL FUND

#### REVENUE

TAXES	3,325,652.42	3,362,500	99.00%	3,142,646.45	3,135,300	100.00%
SPECIAL ASSESSMENTS	.00	56,750	0.00%	43,565.27	43,800	99.00%
LICENSES & PERMITS	23,989.67	26,525	90.00%	30,385.42	26,800	113.00%
FEDERAL REVENUES	21,000.00	365,000	6.00%	401,953.63	364,000	110.00%
STATE SHARED REVENUES	940,645.84	1,273,000	74.00%	731,684.02	883,120	83.00%
INTERGOVERNMENTAL REVENUES	.00	590,320	0.00%	560,535.31	561,225	100.00%
CHARGES FOR SERVICES	23,041.55	599,950	4.00%	576,397.98	559,780	103.00%
FINES & FORFEITURES	10,094.35	6,500	155.00%	19,317.17	8,900	217.00%
INTEREST AND RENTALS	144,070.74	113,000	127.00%	110,383.68	113,000	98.00%
OTHER REVENUE	292,558.82	16,500	1773.00%	232,054.67	10,000	2321.00%
INCOMING TRANSFERS	.00	0	0.00%	.00	0	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	4,781,053.39	6,410,045	75.00%	5,848,923.60	5,705,925	103.00%

EXPENDITURES

=

CITY COUNCIL	57,739.90	68,604	84.00%	65,059.89	65,579	99.00%
MAYOR	11,967.69	13,347	90.00%	10,931.00	11,605	94.00%
CITY MANAGER	161,449.87	181,323	89.00%	170,998.50	274,217	62.00%
FINANCE DEPARTMENT	262,536.91	328,063	80.00%	287,511.33	325,974	88.00%
CLERK	105,018.58	146,355	72.00%	135,942.11	134,771	101.00%
INFORMATION TECHNOLOGY	204,809.94	223,000	92.00%	216,207.78	212,000	102.00%
BOARD OF REVIEW	2,124.76	2,392	89.00%	2,196.43	2,542	86.00%
TREASURER	66,675.82	75,496	88.00%	65,023.47	76,818	85.00%
ASSESSOR	129,624.59	122,169	106.00%	97,546.70	125,994	77.00%
ELECTIONS	35,229.47	38,970	90.00%	12,879.06	14,201	91.00%
CITY HALL & GROUNDS	84,279.33	175,945	48.00%	166,113.13	103,620	160.00%
LEGAL AND AUDIT	57,297.30	78,000	73.00%	48,827.73	85,000	57.00%
OTHER GENERAL GOVERNMENT	456,720.43	764,675	60.00%	329,535.86	726,810	45.00%
POLICE	1,448,350.57	2,026,807	71.00%	1,576,654.44	2,064,605	76.00%
CODE COMPLIANCE	43,162.87	47,690	91.00%	38,669.08	52,837	73.00%
FIRE DEPARTMENT	419,153.11	526,004	80.00%	414,995.47	535,963	77.00%
INSPECTIONS	38,805.00	40,000	97.00%	47,179.00	25,000	189.00%
DEPT OF PUBLIC SERVICE ADMIN	145,986.52	173,662	84.00%	135,649.71	141,511	96.00%
PARKING LOTS - NON SAD	47,010.06	59,500	79.00%	6,815.93	23,650	29.00%
PARKING LOTS - SAD	64,166.93	80,850	79.00%	15,785.72	31,650	50.00%
STREET LIGHTING	79,854.41	94,500	85.00%	79,905.79	100,000	80.00%
COMMUNITY SERVICES	114,014.73	114,022	100.00%	83,657.31	104,609	80.00%
BROWNFIELD GRANT	.00	0	0.00%	.00	0	0.00%
PLANNING AND ZONING	13,606.60	21,570	63.00%	8,602.59	24,870	35.00%
JOINT PLANNING & ZONING	2,158.65	600	360.00%	138.75	600	23.00%
COMMUNITY & ECONOMIC DEVLOPMNT	130,718.27	137,886	95.00%	110,506.58	123,410	90.00%

#### SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2023

	THIS YEAR FISCAL YTD YTD ACTUAL	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAY-22	REVISED BUDGET BUDGET	FISCAL YTD % OF BUDGET				
FUND 101 - GENERAL FUND										
GRANTS	70,593.09	75,000	94.00%	.00	0	0.00%				

COMMUNITY DEVELOPMENT GRANTS CABLE ACCESS PARKS AND RECREATION ARTS AND CULTURAL ACTIVITIES OTHER FINANCING USES	70,593.09 9,900.42 166,343.08 42,142.49 .00	75,000 23,757 714,164 57,775 160,105	94.00% 42.00% 23.00% 73.00% 0.00%	.00 10,860.59 179,895.64 42,288.86 501,920.00	0 13,242 322,694 29,750 502,670	0.00% 82.00% 56.00% 142.00% 100.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	4,471,441.39	6,572,231	68.00%	4,862,298.45	6,256,192	78.00%
NET REVENUE OVER EXPENDITURES	309,612.00	( 162,186)		986,625.15	( 550,267)	

#### SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2023

THIS YEAR	REVISED	FISCAL YTD	LAST YEAR	REVISED	FISCAL YTD
FISCAL YTD	BUDGET	% OF	FISCAL YTD	BUDGET	% OF
31-MAY-23	2022-2023	BUDGET	31-MAY-22	2021-2022	BUDGET

### FUND 202 - MAJOR STREETS

REVENUES INCOMING TRANSFERS	1,051,437.04	942,650 0	112.00% 0.00%	556,685.24 150,000.00	1,091,000 150,000	51.00% 100.00%
TOTAL REVENUE & INCOMING TRANSFERS	1,051,437.04	942,650	112.00%	706,685.24	1,241,000	57.00%
EXPENDITURES	674,623.33	944,877	71.00%	263,737.50	1,293,727	20.00%
OUTGOING TRANSFERS	.00	150,000	0.00%	162,000.00	162,000	100.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	674,623.33	1,094,877	62.00%	425,737.50	1,455,727	29.00%
NET REVENUE OVER EXPENDITURES	376,813.71	( 152,227)		280,947.74	( 214,727)	

### FUND 203 - LOCAL STREETS

REVENUES INCOMING TRANSFERS	280,119.45	320,075 150,000	88.00% 0.00%	259,894.26 362,000.00	310,400 362,000	84.00% 100.00%
TOTAL REVENUE & INCOMING TRANSFERS	280,119.45	470,075	60.00%	621,894.26	672,400	92.00%
EXPENDITURES OUTGOING TRANSFERS	448,593.02	730,651	61.00%	474,447.24	837,726	57.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	448,593.02	730,651	61.00%	474,447.24	837,726	57.00%
NET REVENUE OVER EXPENDITURES	( 168,473.57)	( 260,576)	:	147,447.02	( 165,326)	

#### SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2023

	THIS YEAR FISCAL YTD 31-MAY-23	REVISED BUDGET 2022-2023	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAY-22	REVISED BUDGET 2021-2022	FISCAL YTD % OF BUDGET
F	UND 209 - C	EMETER	Y FUND			
REVENUES INCOMING TRANSFERS	451,541.42	426,800	106.00%	223,345.78	208,550	107.00%
TOTAL REVENUE & INCOMING TRANSFERS	451,541.42	426,800	106.00%	223,345.78	208,550	107.00%
EXPENDITURES OUTGOING TRANSFERS	344,715.19	400,499	86.00%	132,965.54	189,809	70.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	344,715.19	400,499	86.00%	132,965.54	189,809	70.00%
NET REVENUE OVER EXPENDITURES	106,826.23	26,301		90,380.24	18,741	

#### SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2023

THIS YEAR	REVISED	FISCAL YTD	LAST YEAR	REVISED	FISCAL YTD
FISCAL YTD	BUDGET	% OF	FISCAL YTD	BUDGET	% OF
31-MAY-23	2022-2023	BUDGET	31-MAY-22	2021-2022	BUDGET

### FUND 243 - BROWNFIELD REDEVELOPMENT AUTH

REVENUES INCOMING TRANSFERS	23,594.01	22,700	104.00%	22,475.77	22,580	100.00%
TOTAL REVENUE & INCOMING TRANSFERS	23,594.01		104.00%	22,475.77		100.00%
EXPENDITURES OUTGOING TRANSFERS	7,337.99	9,500	77.00%	9,973.23	10,000	100.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	7,337.99	9,500	77.00%	9,973.23	10,000	100.00%
NET REVENUE OVER EXPENDITURES	16,256.02	13,200		12,502.54	12,580	

#### SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2023

THIS YEAR	REVISED	FISCAL YTD	LAST YEAR	REVISED	FISCAL YTD
FISCAL YTD	BUDGET	% OF	FISCAL YTD	BUDGET	% OF
31-MAY-23	2022-2023	BUDGET	31-MAY-22	2021-2022	BUDGET

### FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY

REVENUES INCOMING TRANSFERS	725,313.85	703,200	103.00%	649,910.10	644,625	101.00%
TOTAL REVENUE & INCOMING TRANSFERS	725,313.85	703,200	103.00%	649,910.10	644,625	101.00%
EXPENDITURES OUTGOING TRANSFERS	245,584.57	535,357	46.00%	370,029.54	458,432	81.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	245,584.57	535,357	46.00%	370,029.54	458,432	81.00%
NET REVENUE OVER EXPENDITURES	479,729.28	167,843		279,880.56	186,193	

### FUND 250 - LCL DVLPMNT FINANCE AUTHORITY

REVENUES INCOMING TRANSFERS	69,799.61	46,700	149.00%	101,127.60	41,500	244.00%
TOTAL REVENUE & INCOMING TRANSFERS	69,799.61	46,700	149.00%	101,127.60	41,500	244.00%
EXPENDITURES OUTGOING TRANSFERS	3,338.44	10,550	32.00%	2,988.42	8,850	34.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	3,338.44	10,550	32.00%	2,988.42	8,850	34.00%
NET REVENUE OVER EXPENDITURES	66,461.17	36,150		98,139.18	32,650	

#### SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2023

-	THIS YEAR	REVISED	FISCAL YTD	LAST YEAR	REVISED	FISCAL YTD
	FISCAL YTD	BUDGET	% OF	FISCAL YTD	BUDGET	% OF
	31-MAY-23	2022-2023	BUDGET	31-MAY-22	2021-2022	BUDGET
FUN	D 265 - DR	UG ENFC	RCEMEN	Т		

REVENUES INCOMING TRANSFERS	.00	3,500	0.00%	.00	1,005	0.00%
TOTAL REVENUE & INCOMING TRANSFERS	.00	3,500	0.00%	.00	1,005	0.00%
		5 000	400.000/		4 000	== 000/
EXPENDITURES OUTGOING TRANSFERS	5,729.50	5,600	102.00%	572.00	1,000	57.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	5,729.50	5,600	102.00%	572.00	1,000	57.00%
NET REVENUE OVER EXPENDITURES	( 5,729.50)	( 2,100)		( 572.00)	5	

### FUND 266 - POLICE TRAINING

REVENUES INCOMING TRANSFERS	2,747.80	2,901	95.00%	2,407.15	2,925	82.00%
TOTAL REVENUE & INCOMING TRANSFERS	2,747.80	2,901	95.00%	2,407.15	2,925	82.00%
EXPENDITURES OUTGOING TRANSFERS	2,530.81	4,600	55.00%	3,234.86	4,100	79.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	2,530.81	4,600	55.00%	3,234.86	4,100	79.00%
NET REVENUE OVER EXPENDITURES	216.99	( 1,699)		( 827.71)	( 1,175)	

#### SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2023

THIS YEAR	REVISED	FISCAL YTD	LAST YEAR	REVISED	FISCAL YTD
FISCAL YTD	BUDGET	% OF	FISCAL YTD	BUDGET	% OF
31-MAY-23	2022-2023	BUDGET	31-MAY-22	2021-2022	BUDGET

# FUND 271 - LIBRARY FUND

#### OPERATIONS

OPERATING REVENUES OPERATING INCOMING TRANSFERS	508,583.35	1,331,794	38.00%	652,390.21	644,220	101.00%
TOTAL OPERATING REV & IN TRNSFRS	508,583.35	1,331,794	38.00%	652,390.21	644,220	101.00%
OPERATING EXPENDITURES OPERATING OUTGOING TRANSFERS	593,226.54	1,737,347	34.00%	613,251.14	637,992	96.00%
TOTAL OPERATING EXP & OUT TRNSFRS	593,226.54	1,737,347	34.00%	613,251.14	637,992	96.00%
NET OPERATING REV OVER EXP	( 84,643.19)	( 405,553)	=	39,139.07	6,228	

#### CAPITAL IMPROVEMENTS

CAP IMPRVMNT EXPENDITURES CAP IMPRVMNT OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%
TOTAL CAP IMPRVMNT EXP & OUT TRNSFRS	.00	0	0.00%	.00	0	0.00%
NET CAP IMPRVMNT REV OVER EXP	.00	0		.00	0	

#### SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2023

-	THIS YEAR FISCAL YTD 31-MAY-23	REVISED BUDGET 2022-2023	FISCAL YTD % OF BUDGET	LAST YEAR FISCAL YTD 31-MAY-22	REVISED BUDGET 2021-2022	FISCAL YTD % OF BUDGET				
FUND 592 - WATER & SEWER FUND										
REVENUES INCOMING TRANSFERS	3,270,560.26	3,512,690	93.00%	3,276,630.69	3,542,156	93.00%				
TOTAL REVENUE & INCOMING TRANSFERS	3,270,560.26	3,512,690	93.00%	3,276,630.69	3,542,156	93.00%				
EXPENDITURES	2,359,294.44	3,544,182	67.00%	2,209,620.66	3,225,640	69.00%				
OUTGOING TRANSFERS	.00	0	0.00%	.00	0	0.00%				
TOTAL EXPENDITURES & OUTGOING TRANSFERS =	2,359,294.44	3,544,182	67.00%	2,209,620.66	3,225,640	69.00%				
NET REVENUE OVER EXPENDITURES	911,265.82	( 31,492)		1,067,010.03	316,516					

### FUND 593 - TOWNSHIP SEWER MAINT FUND

_____

_

REVENUES INCOMING TRANSFERS	45,272.63	53,675	84.00%	54,189.41	51,690	105.00%
TOTAL REVENUE & INCOMING TRANSFERS	45,272.63	53,675	84.00%	54,189.41	51,690	105.00%
EXPENDITURES OUTGOING TRANSFERS	48,025.91	92,184	52.00%	65,551.09	76,519	86.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	48,025.91	92,184	52.00%	65,551.09	76,519	86.00%
NET REVENUE OVER EXPENDITURES	( 2,753.28)	( 38,509)		( 11,361.68)	( 24,829)	

_____

#### SUMMARY REVENUES AND EXPENDITURES COMPARED TO BUDGET FOR THE 11 MONTHS ENDING MAY 31, 2023

THIS YEAR	REVISED	FISCAL YTD	LAST YEAR	REVISED	FISCAL YTD
FISCAL YTD	BUDGET	% OF	FISCAL YTD	BUDGET	% OF
31-MAY-23	2022-2023	BUDGET	31-MAY-22	2021-2022	BUDGET

# FUND 661 - EQUIPMENT REVOLVING FUND

REVENUES INCOMING TRANSFERS	576,232.21	913,750	63.00%	369,928.58	779,942	47.00%
TOTAL REVENUE & INCOMING TRANSFERS	576,232.21	913,750	63.00%	369,928.58	779,942	47.00%
EXPENDITURES OUTGOING TRANSFERS	429,764.05	487,225	88.00%	436,057.48	463,438	94.00%
TOTAL EXPENDITURES & OUTGOING TRANSFERS	429,764.05	487,225	88.00%	436,057.48	463,438	94.00%
NET REVENUE OVER EXPENDITURES	146,468.16	426,525		( 66,128.90)	316,504	



**17_C**_

Date:July 19, 2023To:Honorable Mayor Tossava & Members of the Hastings City CouncilFrom:Dan King, Community Development DirectorSubject:July Community Development Department Report

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

# Tyden Lofts

General Capital will be staging the site by removing trees and installing construction fencing around the area before July 31st. We would anticipate that once the site is staged, site preparation and construction would commence in August. We will provide more updates as they are received.

### Neighborhood Enhancement Program Grant (NEP)

The Community Development Department is currently processing six grants in the total amount of \$48,600.00. We are still accepting grant applications and have \$26,400.00 left to commit to homeowners in the target area. All grant funds must be committed and funded no later than December 31, 2023.

### Planning Commission

Planning Commission will be conducting a public hearing and final site plan review during the August 7th Planning Commission meeting for Meadowstone Apartments on Barfield Drive. The plan calls for the construction of five additional buildings with a total of 90 additional onebedroom units. Plans also call for community and recreation space to be added to the development.

### Redevelopment Ready Communities Economic Development and Marketing Strategies

Staff has received the initial draft of the Economic Development and Marketing strategies from Joe Borgstrom of Place + Main Advisors. Staff will be meeting with Mr. Borgstrom to discuss the draft strategies for content.

# <u>LDFA</u>

The milling of Enterprise Drive is completed. The resurfacing with 4" on new asphalt will be completed by July 31st. Thank you Local Development Finance Authority!



### Upcoming Events

Farmer Market Wednesdays and Saturdays until October 31st Hastings Live Wednesdays, Thursdays, and Fridays through August Summerfest August 25th-27th

If you have any questions, concerns, or ideas please feel free to contact Maiya, Sandy, or me at <u>mmerrick@hastingsmi.org</u> <u>sponsetto@hastingsmi.org</u> <u>dking@hastingsmi.org</u>,





# Library Director's Report for the July 10, 2023 Board Meeting

It's hard to believe the 2022-2023 fiscal year is over. June was a busy month to finish it up. There was summer reading, which brought a big influx of people into the building, I talked with landscapers about the RFQ, had meetings with C2AE and our mechanical contractor, did staff evaluations, as well as day to day interactions.

Summer reading is going very well this year. We've had many people of all ages sign up. You'll get more information about what's been going on in reports from Barb and Paige.

The requests for quotes (RFQ) went out to seven landscaping companies at the beginning of the month. Four of them were local. There seemed to be a lot of interest, but when the deadline came we only received a bid from one landscaper, Katerberg Verhage out of Grand Rapids. They bid on the removal and installation phases of the project. They recently re-landscaped around City Hall and did a wonderful job. I am requesting approval of their bid, which is included in your packet.

There have been meetings with C2AE, DHE (our mechanical contractor), Aaon (the manufacturer), Dawson Forner, Jeff Mansfield and myself to discuss the roof top units (RTUs). It's been determined we need to upsize RTU #1 from 20 to 25 tons and RTU #2 from 10 to13 tons. This will insure the building is adequately heated and cooled. The footprint of the units is nearly the same, so we won't need to reinforce the roof. The electrical demand will be greater for RTU #1, so the current 150-amp breaker will need to be replaced with a 225-amp one.

After these meetings, C2AE finished their analysis and made recommendations for other changes to the RTUs from what was originally quote. I believe we will end up with equipment that will do a better job of maintaining the temperature of the building and will cost about \$20,000 less than the original bid.

We should receive the shop drawings for the windows from Battle Creek Glass by the second week of July. Once we have accepted them they will begin production. The start date for installation is still set for the first week of September.

Dawson has put together a tentative time line for the whole project. We realize the schedule will need to change and adapt as the we go along, but it's great to have an idea of when the work will likely take place. The first work to be done is the replacement of the boiler in July. The installation should be completed by August 1. It's exciting to know the construction is about to start.

Staff evaluations took place during June. Each staff member was asked to do a self-evaluation and set goals for this coming year. Their direct supervisor then put in their observations, David as assistant director added his remarks and then I put in my comments. This procedure was done with the desk staff. I will be meeting one on one with the staff that reports directly to me during the second week of July. We have a wonderful staff that takes their work seriously and works hard to serve our community well. I feel fortunate to work with each one. 12.D.

In the middle of the month I noticed the read out on the solar inverter in the staff lounge was blinking that there was a failure of some kind. I contacted Dave Hollens at New Energy Solutions, who inspected our array this spring. He sent a solar tech to trouble shoot the problem. Brian Zeemering came June 30 and determined our 15-year-old solar inverter needs to be replaced. Even though the solar panels are still generating electricity, the inverter is not converting it to AC, so we aren't getting any benefit. The new inverter will solve the problem. It will cost \$2,758 for the inverter and installation.

I want to let you know our online catalog is now scoped. This mean when patrons search the catalog only materials we own will be visible. Prior to the middle of June, catalog searches brought up items from 40 libraries in the Co-op. Now to see everything they have to select that option.

We have had two members of the Elks invite us to submit projects for potential grants. We gave them two projects we would like to have help funding:

- Youth Library of Things the staff has developed a list of non-traditional items we believe would be helpful and enjoyable for our younger patrons.
- With the next solar eclipse taking place in April 2024, as part of March is Reading Month, we would like to bring a portable planetarium to the Library and invite all the students from the elementary grade that studies a big unit on space to come to the planetarium. It would be available to other people in the community in the evening.

We are waiting to hear back from them.

As of June 30, we are no longer offering Hoopla as a service for digital downloads. Their pricing structure made the service too expensive. It was a difficult decision to make and I know we have patrons who will miss it, but we believe it will allow us to offer other services that benefit a greater number of people.

The Friends of the Library will be holding their next book sale on July 13-15. Book sales are some of their biggest fundraisers and allow them to do many things to support the Library. They will take donations until July 11. This gives the group time to get all the donations sorted and set up. I invite you to stop in and pick up some books.

#### Assistant Director, David Edelman's report:



Lots of exciting things going on this month.

- We have received another grant as of June 19 from PLA and AT&T for \$1,500. With this money we will hold workshops on the Affordable Connectivity Program (ACP), a federal assistance program for helping people afford internet access. More to come.
- Homebound delivery has now been running for several weeks. We still have one participant but expect more over the next few weeks. Feedback has been positive.
- The new display case is refurbished and set in the Michigan Room. Peggy purchased a new glass pane for the cracked one on top and Reg re-painted the white doors. We may still put some LED lights inside, but it looks great. The Dibble display has been reset into

the case for now, along with some Hastings history items. Going forward, we will swap out displays every few months and let patrons display as well. In October 2023 we are looking at a possible display on the Great Chicago Fire from a patron.

- We've had many volunteers in to help with weeding around the building, which is starting to look much better. Some kids are now in regularly doing supervised community service and a few local volunteers are in most weeks as well. All is being overseen by volunteer Karen Dyer.
- Invitations for the Friday July 21 Volunteer Party have been mailed/emailed. Save the date, we hope board members can join us for food and a concert by the Grand Rapids Symphony.
- Inventorying the local history collection will soon reach a milestone with all material having been reviewed once. Some collections still need more detailed content descriptions, but we are now over 4,800 items and I anticipate we will easily be near 10,000 once boxes described as "35 photos" or "assorted papers" are detailed. Not to mention the hundreds of digital files we've accumulated over the last 10+ years.
- The picnic table and solar canopy are ready, we are just waiting for the city to install the concrete pad. We hope all will be complete by mid-July.

#### Circulation Supervisor, Sarah Proulx's report:

- Staff reviews have been finalized. One on one meetings with staff were set up for the week of the 25th. I was excited to sit down with staff individually to discuss their roles and moving forward in the library.
- I have had several sit-down meetings with David and Peggy to discuss how to improve some of our policies to allow flexibility for staff to make in the moment decisions while feeling supported by policy and to allow for more diverse, equitable, and inclusive protections and wordings to protect both patrons and staff while keeping the mission of the library in mind.
- I have been continuing to spruce up our shelves to remove old outdated information or books that look worse for wear to make room for new additions while also continuing to recommend and get patrons more comfortable with suggesting new titles that help diversify our adult collection. In this process I have also been trying to make books more accessible by trying to avoid the very top and bottom shelves that may be difficult for some patrons to reach. I'm also turning titles forward facing at the ends of shelves to make them more visible. Talks of an accessibility audit have recently come up and I think we could definitely benefit from this.
- Invitations to vendors for Art @ the Library went out this month with a large number of applicants already responding. I expect this year to be one of our biggest yet.
- I have met briefly with the Youth Services team to look at ways to aid the middle school and high school with library access and materials since they currently do not have library services at the school. We have many ideas to sift through, and I am looking forward to tackling this with Paige and Emma once summer reading is over.

#### Marketing & Adult Services, Barbara Haywood's report:

Summer Reading is off to a good start with many adults signing up to get their water bottle stickers and track their reading on the same game board as the youth. They also receive the same prizes. Totes as a first prize has been a big draw. We decided to verbally advertise this year that people can read whatever they like. They don't have to read library Books. They can also participate without being a library card holder and reading to one another counts for all parties involved.

Our *Trail Mixer* and *Camping 101* programs were held back to back and had nine people in attendance. We have enough trail mix donations that we will be offering trail mix for our August 1st *No Family Left Indoors* program in the little park across from the Thornapple Plaza.

*Inviting Birds into Your Yard* brought 7 into the library including Joyce Leppard from Audubon Society of Kalamazoo as speaker. *Take 30 Barry County – Explore 30 trails for 30 minutes* with Blue Zones' Catherine Getty had 13 walkers and hikers ready to hit the trails. Catherine also pointed out some little-known trails and upcoming trail growth.



Attendees looking at the maps and other info. during the Take 30 program

Marketing wise: this summer's theme, "Read Beyond the Beaten Path" has worked great for planning and marketing the reading portion and programs we're offering. It's been easier to work within the theme than ever before.

#### Youth Services Librarian, Paige Brandli's report:

June has been very busy in the youth department! We had lots of families in the building every day and there were people in the children's section throughout most days.

Summer Reading Challenge Registrants (online via Beanstack) as of June 30: Little Ones: 76 Kids: 163 Teens: 55 Youth Total: 294 Adults: 185

There are more people who are participating using paper reading logs, so our numbers are higher than what is on Beanstack. We will be inputting the offline readers in the coming weeks to get an accurate count of how many actually took part.

Patrons have responded well to our reading incentives. After reading for 5 days all participants can get a canvas tote bag. They collect patches, buttons, or stickers for every additional 5 days they read. The bags are large enough to hold several books, it's been great to see families leaving the library with their tote bags full of books.

#### Storytimes (Itsy Bitsy Book Club & Preschool):

We held six storytimes during the month, with a total of 120 people attending. We've been enjoying blowing bubbles and doing messy crafts on the patio during these warm months!

#### Specialty Programs:

We've had Kate Carpenter preforming children's music and Mr. Jim doing a magic show as part of our All Ages Wednesdays. We had 50 & 44 people respectively attend those programs.



Mrs. Kate and Brandt Roaring like Lions.



Mrs. Kate and her assistant for the day, Zach



Mr. Jim wowing adults and children with his magic!

The last weekend in June we hosted an "I Survived" Escape Room based on the popular chapter book series by Lauren Tarshis. This program was a hit, all slots were filled and we had a waitlist. In total 58 people went through the room between Friday and Saturday. Everyone had a great time and we received positive feedback from participants.



Working on clues during one session of the escape room

We've also been hosting a hiking club through 4H, although attendance has been small there are a few loyal participants. At our monthly Lego Club meeting kids were challenged to build their dream campsite. They are on display in the children's area and I encourage you to take a look when you're in the building. The kids are very creative.

As has happened for many summers, adults have an opportunity to earn a free pizza from Hungry Howie's for bringing their kids into the library. Each week on Monday a winner is drawn. So far 61 families have entered the contest.

As Director I want to say that June was a busy, wonderful month and a great way to conclude the 2022-2023 fiscal year.

#### Hastings Public Library Board of Trustees Minutes Date: July 10, 2023 – 4:30PM Location: Hastings Public Library, 227 E. State St., Hastings, MI 49058 Community Room

1. CALL TO ORDER

The Meeting was called to order by Newberry at 4:30 p.m.

- Board members present: Kelli Newberry, Dave Koons, Audrey Burton, Cloe Oliver, Jane Cybulski, Jeff Kniaz, Bill Nesbitt, Chloe Kelly, Brenda Stacy.
- Also present were Peggy Hemerling and David Edelman.
- AGENDA: Jeff Kniaz motioned to accept agenda as amended for the library to close the entire day of October 18,2023. Seconded by Brenda Stacey. Approved.
- 3. MINUTES: Audrey Burton motioned to approve the June 5, 2023 board minutes, seconded by Jeff Kniaz. Motion approved.
- FINANCIAL REPORTS: REVIEW MAY 2023, REPORTS and INVOICES Jeff Kniaz moved we accept the financial reports as written, seconded by Brenda Stacey. Motion approved.
- 5. LIBRARY DIRECTORS REPORT: June 2023
- 6. COMMITTEES
  - a. Budget and Finance -
  - b. Building and Grounds -
  - c. Personnel Committee meeting date set for July 31,2023 at 4:30 p.m.
  - d. Policy Committee meeting date set for July 20,2023 at 3:00 p.m.
  - e. Marketing-
  - f. Capital Campaign-
- 7. NEW BUSINESS
  - a. Jeff Kniaz moved to approve closing the library on October 18, 2023, all day, for the purpose of staff training and development, seconded by Audrey Burton. CPR and censorship are on the agenda. Motion approved.
  - b. Jeff Kniaz motioned to approve bids from Katerberg Verhage for the removal and installation of the landscaping as it pertains to the window project. Motion seconded by Cloe Oliver. Roll call vote: Cloe Oliver – Yes, Bill Nesbitt – Yes, Dave Koons – Yes, Jeff Kniaz - Yes, Audrey Burton – Yes, Jane Cybulski – Yes, Chloe Kelly – Yes, Brenda Stacey – Yes. Motion carried.
  - c. Jeff Kniaz motioned to increase the cap on what the library director can spend from \$5,000.00 to \$10,000.00 to only be used solely for unexpected expenses pertaining to the window project. Motion seconded by Chloe

Kelly. Jeff Kniaz motioned to amend the request to increase the spending limit from \$5,000.00 to \$10,000.00 to be limited to two times before the board has to approve further fund expenditures, and with input and approval of the Board President. Seconded by Chloe Kelly. Roll call vote: Bill Nesbitt – Yes, Jeff Kniaz – Yes, Dave Koons – Yes, Audrey Burton – Yes, Jane Cybulski – Yes, Chloe Kelly – Yes, Brenda Stacey – Yes, Cloe Oliver – Yes. Motion carried.

- 8. NEXT MEETING DATE
  - a. Next board meeting on Monday August 7, 2023, at 4:30 p.m.
- 9. ADJOURNMENT: Meeting was adjourned at 5 p.m.

# YEAR TO DATE COMPARISON JUNE 2023

MONTH	Police	MEI	Traf Stops	FIRE	FIRE Out Co	MFR	EMS	BACD	DPW /Wreckers	Total Calls
January	2,383	9	512	130	10	153	704	231	146	4,278
February	2,176	10	481	145	5	182	689	268	186	4,142
March	2,440	11	586	136	5	192	679	269	125	4,443
April	2,513	11	540	152	6	215	673	352	131	4,593
May	3,011	13	545	169	8	211	764	547	109	5,377
June	2,875	11	485	184	4	193	724	557	149	5,182
July										
August										
September										
October										
November										
December										
2023 YTD	15,398	65	3,149	916	38	1,146	4,233	2,224	846	28,015
% of Calls	55.0%	0.2%	11.2%	3.3%	0.1%	4.1%	15.1%	7.9%	3.0%	100%
2022 YTD	14,118	68	2,530	941	57	1,227	4,647	1,476	811	25,875
% Difference	9.07%	-4.41%	24.47%	-2.66%	-33.33%	-6.60%	-8.91%	50.68%	4.32%	8.27%

BACD- Barry Co Central Dispatch DPW- Department of Public Works EMS- Emergency Medical Service MEI- Medical Examiner Investigator MFR- Medical First Responders

### LAW ENFORCEMENT RESPONSE June 2023

AREA	BASH	BTPD	DNR	FPD	HPD	MSP	NPD	PTPD	WPD	BACD	MEI	TOTAL
ASSYRIA	74	0	0	0	3	8	3	0	0	17	0	105
BALTIMORE	57	0	0	0	1	14	0	0	0	22	1	95
BARRY	69	72	0	0	2	6	0	12	0	27	0	188
CARLTON	46	0	0	0	4	15	0	0	0	27	1	93
CASTLETON	68	0	1	0	1	19	2	0	0	14	1	106
HASTINGS TWP	131	0	1	0	10	28	0	0	0	74	0	244
HOPE	91	4	1	0	0	15	0	0	0	35	2	148
IRVING	57	0	3	0	0	16	0	0	0	12	0	88
JOHNSTOWN	94	3	1	0	1	16	0	0	0	28	0	143
MAPLE GROVE	44	0	0	0	0	4	2	0	0	20	0	70
ORANGEVILLE	112	4	4	0	0	25	0	4	0	35	2	186
PRAIRIEVILLE	52	10	4	0	0	8	0	45	0	19	0	138
RUTLAND	139	1	1	0	5	32	0	0	0	67	1	246
THORNAPPLE	108	0	1	0	1	17	0	0	0	32	0	159
WOODLAND	66	0	0	0	3	11	2	0	11	27	0	120
YANKEE SPRINGS	130	0	11	0	1	37	0	0	0	53	0	232
FREEPORT	6	0	0	0	0	4	0	0	0	3	0	13
HASTINGS CITY	46	0	4	0	625	23	0	0	1	15	3	717
MIDDLEVILLE	192	0	1	0	1	8	0	0	0	21	0	223
NASHVILLE	54	0	1	0	0	9	54	0	0	8	0	126
WOODLAND	4	0	0	0	0	0	0	0	0	1	0	5
TOTALS	1640	94	34	0	658	315	63	61	12	557	11	3445

Total Traffic Stops: 485

BASH- Barry Co Sheriff DeptFPD- Freeport Police DeptBTPD- Barry Twp Police DeptHPD- Hastings Police DeptDNR- Dept Of Natural ResoursMSP-Michigan State Police

NPD- Nashville Police Dept PTPD- Prairieville Twp Police Dept WPD- Wooddland Twp Police Dept BACD- Barry Co Central Disp MEI- Medical Examiner Investigator Fire- All Fire Dept

### EMERGENCY SERVICES RESPONSE JUNE 2023

TOWNSHIP VILLAGE & CITY	POLICE	FIRE	MFR	EMS	OTHER
ASSYRIA	88	9	9	12	7
BALTIMORE	72	6	0	18	5
BARRY	161	19	25	43	5
CARLTON	65	4	3	10	8
CASTLETON	91	5	1	8	5
HASTINGS TWP	170	6	1	45	7
HOPE	111	8	17	31	3
IRVING	76	2	2	6	6
JOHNSTOWN	115	6	21	24	9
MAPLE GROVE	53	8	3	10	6
ORANGEVILLE	149	19	31	59	10
PRAIRIEVILLE	119	22	24	42	12
RUTLAND	178	6	0	27	8
THORNAPPLE	127	9	0	26	6
WOODLAND	93	7	14	17	9
YANKEE SPRINGS	174	8	20	35	7
FREEPORT	10	0	2	2	0
HASTINGS CITY	699	24	10	239	23
MIDDLEVILLE	202	9	1	52	5
NASHVILLE	118	7	8	17	7
WOODLAND	4	0	1	1	1
TOTALS	2875	184	193	724	149

### TRAFFIC STOPS JUNE 2023

AREA	BASH	BTPD	DNR	FPD	HPD	MSP	NPD	PTPD	WPD	TOTAL
ASSYRIA	18	0	0	0	0	0	0	0	0	18
BALTIMORE	7	0	0	0	0	5	0	0	0	12
BARRY	3	12	0	0	0	3	0	0	0	18
CARLTON	9	0	0	0	0	5	0	0	0	14
CASTLETON	12	0	0	0	0	6	1	0	1	20
HASTINGS TWP	18	0	0	0	3	6	0	0	0	27
HOPE	3	0	0	0	0	2	0	0	0	5
IRVING	2	0	0	0	0	1	0	0	0	3
JOHNSTOWN	2	0	0	0	0	2	0	0	0	4
MAPLE GROVE	6	0	0	0	0	4	0	0	0	10
ORANGEVILLE	5	0	0	0	0	8	0	1	0	14
PRAIRIEVILLE	0	3	0	0	0	1	0	0	0	4
RUTLAND	18	0	0	0	5	19	0	0	0	42
THORNAPPLE	9	0	0	0	0	18	0	0	0	27
WOODLAND	10	0	0	0	0	4	0	0	4	18
YANKEE SPRINGS	5	0	3	0	0	21	0	0	0	29
FREEPORT	0	0	0	0	0	0	0	0	0	0
HASTINGS CITY	9	0	0	0	115	7	0	0	0	131
MIDDLEVILLE	64	0	0	0	0	2	3	0	0	69
NASHVILLE	3	0	0	0	0	3	14	0	0	20
WOODLAND	0	0	0	0	0	0	0	0	0	0
TOTALS	203	15	3	0	123	117	18	1	5	485

BASH- Barry Co Sheriff DeptFPD- Freeport Police DeptBTPD- Barry Twp Police DeptHPD- Hastings Police DeptDNR- Dept Of Natural Resource MSP-Michigan State Police

NPD- Nashville Police Dept PTPD- Prairieville Twp Police Dept WPD- Wooddland Twp Police Dept BACD- Barry Co Central Disp MEI- Medical Examiner Investigator Fire- All Fire Dept

MONTH	911 LINES	A911	<b>TEXT 911</b>	VOIP	WIRELESS	IN- 7 DIGIT	OUTBOUND	TOTAL
JANUARY	163	179	24	61	1,146	2,850	1,787	6,210
FEBRUARY	121	117	20	85	1,440	2,704	1,775	6,262
MARCH	176	152	8	72	1,162	2,903	1,672	6,145
APRIL	228	163	16	50	1,387	3,242	1,950	7,036
MAY	178	214	29	66	1,746	3,512	2,159	7,904
JUNE	151	208	14	58	1,912	3,459	2,400	8,202
JULY								
AUGUST								
SEPTEMBER								
OCTOBER								
NOVEMBER								
DECEMBER								
TOTAL YTD	1017	1033	111	392	8793	18670	11743	41759

Total number of 911 call are the combination of 1st 5 columns

A911-Abandon 911 Call VOIP- Voice Over Internet Provider

#### 2ND QUARTER BREAKDOWN SUMMARY REPORT

TOWNSHIP/VILLAGE	BASH	BTPD	DNR	FPD	HPD	MSP	NPD	PTPD	WPD	BACD	MEI	FIRE	000	MFR	EMS	OTHER	TOTAL
ASSYRIA	196	1	0	0	3	33	7	0	0	53	0	13	0	21	13	4	344
BALTIMORE	166	2	2	0	9	34	0	0	0	52	1	18	0	7	38	12	341
BARRY	193	195	5	0	2	24	0	39	0	71	0	57	0	63	63	9	721
CARLTON	127	0	2	0	7	32	0	0	1	47	1	8	0	14	23	11	273
CASTLETON	179	0	2	0	2	46	13	0	1	38	1	17	0	15	28	12	354
HASTINGS TWP	301	2	1	0	36	81	6	0	0	181	4	19	0	6	90	9	736
HOPE	249	17	9	0	3	62	0	2	0	91	3	24	0	51	64	13	588
IRVING	160	0	7	0	0	47	0	0	0	50	0	12	0	7	28	14	325
JOHNSTOWN	263	6	2	0	1	41	0	1	0	83	3	23	2	78	178	5	686
MAPLE GROVE	119	0	1	0	0	18	11	0	0	43	0	16	0	20	22	8	258
ORANGEVILLE	300	4	8	0	0	81	0	8	0	93	4	40	1	80	84	18	721
PRAIRIEVILLE	124	21	10	0	0	25	0	154	0	43	2	45	2	61	62	27	576
RUTLAND	432	1	9	0	54	107	0	0	0	151	3	30	0	3	65	22	877
THORNAPPLE	263	0	3	0	3	61	0	0	0	110	0	26	4	2	43	8	523
WOODLAND	164	0	0	0	5	21	5	0	23	50	1	17	3	30	23	13	355
YANKEE SPRINGS	359	0	26	0	1	143	0	0	0	125	2	30	0	83	90	10	869
FREEPORT	18	0	0	0	0	6	0	0	0	12	0	5	1	6	6	0	54
HASTINGS CITY	157	0	7	0	1,993	63	2	0	1	47	8	61	0	38	516	42	2,935
MIDDLEVILLE	531	0	2	0	5	44	0	0	0	78	2	28	3	2	84	18	797
NASHVILLE	119	0	2	0	3	29	189	0	0	33	0	15	5	25	26	4	450
WOODLAND	27	0	0	0	0	3	0	0	5	5	0	1	0	7	7	0	55
4 QUARTER TOTAL																	
3 QUARTER TOTAL																	
2 QUARTER TOTAL	4,447	249	98	0	2,127	1,001	233	204	31	1,456	35	505	21	619	1,553	259	12,838
1 QUARTER TOTAL	3,156	229	52	1	2,193	972	169	195	33	768	30	411	20	527	2,072	457	11,285
GRAND TOTAL	3,156	229	52	1	2,193	972	169	195	33	768	30	411	20	527	2,072	457	11,285

DATE: JUNE 2023 BASH- Barry Co Sheriff Dept BTPD- Barry Twp Police Dept DNR- Dept Of Natural Resourse

FPD- Freeport Police D NPD- Nashville Police DeptBACD- Barry Co Central DispHPD- Hastings Police D PTPD- Prairieville Twp PoliceMEI- Medical Examiner InvestigatorMSP-Michigan State Pc WPD- Wooddland Twp Police Fire- All Fire Dept

MFR- Medical First Responder EMS- Emergency Medical Service Other- Wreckers-Dept Public Works COUNTY OF BARRY, STATE OF MICHIGAN

### **Riverside Cemetery Preservation Advisory Board Minutes** June 14, 2023

- 1. Call to Order by Bonnie Huntley at 3:00pm in the City Hall Conference Room.
- 2. Present at Roll Call: Huntley, Mayor Tossava, Buehl, Coleman, Watson, Bever, Tate. Absent: Hubbell. Also in attendance: Josh Wickham and Michael Snyder.
- 3. Approval of the Agenda

Motion by Mayor Tossava and supported by Coleman to approve the agenda as presented. All ayes. Motion carried.

- 4. Pledge of Allegiance
- 5. Approval of the Minutes of the Meeting of May 10, 2023

Motion by Mayor Tossava and supported by Buehl to approve the minutes of the May 10, 2023 Riverside Cemetery Preservation Advisory Board meeting. All ayes. Motion carried.

6. Public Comment and Communications

None

7. Sexton Update

Josh Wickham provided an update on cemetery maintenance activities. There is some tree damage to a fence that will need repaired and submitted to insurance. Additional insurance claim for four sections of fence that were stolen. Foundation repairs are underway.

- 8. Unfinished Business
  - A. Sign for Unmarked Graves Chris Bever

Bever provided pictures of the sign for unmarked graves and its location in the cemetery. This initiative has been completed.

B. Cemetery Memorial Design

Discussion led by Huntley on initial thoughts regarding design alternatives. Bever to provide Landscape Architects and Planners (LAP) comments regarding narrowing down the memorial design.

Board discussion on alternatives for road accessing the proposed memorial site. Tate to work with LAP on two options and rough cost estimates.

C. Riverside Cemetery Capital Improvement and Development Plan

Discussion regarding future cemetery initiatives and work plan for next year. Memorial is the most immediate priority. Bever stated updated mapping could occur next spring / summer depending on resources required. Discussion of frequency of advisory board meetings once memorial project is completed.

- 9. New Business
  - A. Barry Community Foundation (BCF) Funds Report as of May 31, 2023
  - B. Fiscal Year 2023 Revenues and Expenditures through April 30, 2023

Motion by Mayor Tossava and supported by Coleman to file reports. All ayes. Motion carried.

10. Board Member Comments

None

11. Public Comment

Michael Snyder provided comments to the advisory board.

12. Adjourn

Motion by Mayor Tossava supported by Coleman to adjourn at 4:36pm. The next meeting is Wednesday, July 12, 2023 at 3:00pm in City Hall

		A	JGUST 202	23		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
6	<b>7</b> Planning Commission 7:00 PM Library 4:30 PM	8	<b>9</b> Cemetery 3:00 PM	10	11	12
13	14 Council 7:00 PM	<b>15</b> ZBA 7:00 PM	16 JPC@Rutland 5:30	17 DDA 8:00 AM	18	19
20	21 JPA@Rutland 5:30	22	23 Airport 4:30 PM	<b>24</b> LDFA 8:00 AM	25	26
27	28 Council 7:00 PM Library 4:30 PM (Sept Mtg)	29	30	31	1	2

Template © calendarlabs.com