

# City Council

## Regular Meeting Agenda

Monday, August 18, 2014  
7:00 p.m., Council Chambers



### 1. Call to Order

### 2. Invocation

- Pastor Aaron Cobbs – Spiritual Church of Christ

### 3. Roll Call

### 4. Approval of Agenda

### 5. Consent Agenda: Items A thru G (Roll Call Vote Required)

(All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. Unless requested by a Council Member or a citizen, there will be no separate discussion on these items. If discussion is required regarding an item, that item will be removed from the Consent Agenda and considered separately.)

- A. Council will be requested to approve the City Council Minutes of August 4, 2014.
- B. Bills totaling \$1,352,804.29 for the period ending August 19, 2014 be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to award contractual services for the Cross Connection Control Program to HydroDesigns in the amount of \$995 per month or \$11,940 per year.
- D. Council will be asked to award contractual services for the Phase II Environmental Assessment and Asbestos Removal Specification to Villa Environmental Consultants, Inc., in the amount of \$16,800.
- E. Council will be asked to award the Novar System upgrade to TES, Inc. in the amount of \$34,000.
- F. Council will be asked to approve the 2014 street resurfacing contract with Michigan Paving & Materials Company in the amount of \$313,309.20.
- G. Council will be asked to receive the following administrative reports and approved minutes to be placed on file:
  - 1) 03-24-2014 ZBA Minutes
  - 2) 05-19-2014 BPU Minutes
  - 3) 06-10-2014 BPU Committee Minutes
  - 4) 07-16-2014 Airport Authority Minutes

*If a member of the public wishes to address any of the following items listed on the agenda they will be given a chance to speak prior to Council discussing the item. They will be given up to 5 minutes to address their concerns.*

### NEW BUSINESS

6. Council will be asked to consider Special Event 2014-46, South Haven High School Homecoming Parade to be held September 25, 2014 at 5:00 p.m.

**7. Council will be asked to introduce a zoning ordinance amendment to provisions of the Single Family Dwellings of the B-3 Zoning District.**

**8. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda**  
*(You will be given up to 5 minutes to address your concerns.)*

**9. City Manager's Comments**

**10. Mayor and Councilperson's Comments**

**11. Adjourn**

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "B. Dissette", written over a horizontal line.

Brian Dissette, City Manager

# City Council

## Regular Meeting Minutes

Monday, August 4, 2014  
7:00 p.m., Council Chambers



1. **Call to Order by Mayor 7:00 p.m.**
2. **Invocation by Scott Hollebrands – Capstone Community Church of the Nazarene**
3. **Roll Call**

Present: Arnold, Gruber, Klavins, Kozlik Wall, Burr  
Absent: Fitzgibbon, Patterson

Moved by Kozlik Wall to excuse Councilmembers Fitzgibbon and Patterson due to personal reasons. Seconded by Klavins.

Voted Yes: All. Motion carried.

4. **Approval of Agenda**

Moved by Kozlik Wall to approve the agenda. Seconded by Gruber.

Voted Yes: All. Motion carried.

5. **Consent Agenda: Items A thru E (Roll Call Vote Required)**

Moved by Kozlik Wall seconded by Klavins to approve the Consent Agenda as follows:

- A. Council will be requested to approve the City Council Minutes of July 21, 2014.
- B. Bills totaling \$2,157,228.52 for the period ending August 5, 2014 be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to award the Optimist Tot Lot restroom renovation contract to Olsen Brothers Construction, in the amount of \$29,459.
- D. Council will be asked to award the North Marina landscape improvements contract to Olsen Brothers Construction, in the amount of \$8,328.00 and to Exterior Site Services, in the amount of \$6,970.00.
- E. Council will be asked to receive the following administrative reports and approved minutes to be placed on file:
  - 1) 06-17-2014 LHBM Minutes
  - 2) 06-18-2014 Airport Minutes

A Roll Call Vote was taken:

Yeas: Arnold, Gruber, Klavins, Kozlik Wall, Burr  
Nays: None

Motion carried.

#### BOARD APPOINTMENTS

- 6. Council will be asked to appoint Teresa Jordan to fill a 5-year term on the Housing Commission, expiring in 2018.**

Moved by Kozlik Wall to appoint Teresa Jordan to fill a 5-year term on the Housing Commission, expiring in 2018. Seconded by Klavins.

Voted Yes: All. Motion Carried.

#### UNFINISHED BUSINESS

- 7. Council will be asked to consider the following regarding Riveer industrial facilities tax exemption:**

- A. Hold public hearing regarding Riveer industrial facilities tax exemption.**
- B. Approve Resolution 2014-34, a resolution granting Riveer an industrial facilities tax exemption.**

*Background Information:* The City Council will be asked to consider approval of an Industrial Facilities Tax Exemption Certificate for Petter Investments, Inc., dba Riveer, located at 233 Veterans Blvd.

The tax exemption request, which totals approximately \$75,783, is for real construction and new personal property acquired by the company. The applicant notes that the company anticipates creating 15 new jobs at their facility, and retaining 34 jobs, as a result of the project. The company indicates that the construction and personal property is for the creation of an engineering department office, which required space and office equipment.

Riveer was founded in 1983. Riveer features a range of wash rack systems, along with industrial and military grade pressure washers. The company makes products which are designed to keep equipment clean, combat corrosion, and reclaim as much water as possible.

The estimated total value of the Industrial Facilities Tax Exemption Certificate for Riveer is \$9,906 over the 12 year life of agreement if all machinery is included in the certificate. The tax exemption does include a "claw-back" provision, which allows the City of South Haven to seek the abated tax amount if the terms of the abatement are not met by the business.

- Item A: Hold public hearing regarding Riveer industrial facilities tax exemption.**

Moved by Arnold to open a public hearing regarding Riveer industrial facilities tax exemption. Seconded by Kozlik Wall.

Voted Yes: All. Motion carried.

No Public Comment

Moved by Arnold to close the public hearing regarding Riveer industrial facilities tax exemption. Seconded by Kozlik Wall.

Voted Yes: All. Motion carried.

**Item B: Approve Resolution 2014-34, a resolution granting Riveer an industrial facilities tax exemption.**

Moved by Gruber to approve Resolution 2014-34, a resolution granting Riveer an industrial facilities tax exemption. Seconded by Arnold.

NEW BUSINESS

**8. Council will be asked to consider the following Special Events:**

**A. Consider Special Event 2014-43, Rotary Pancake Breakfast to be held August 31, 2014.**

**B. Consider Special Event 2014-44, Back in the Day 2015 to be held July 18, 2015.**

**Item A: Special Event 2014-43, Rotary Pancake Breakfast to be held August 31, 2014.**

*Background Information:* The South Haven Rotary Club is requesting permission for use of the pavilion in the Huron Street Parking lot on Sunday, August 31, 2014 to hold the annual Rotary pancake breakfast. Grills, a trailer, misc. equipment, tables and chairs will be on-site.

Moved by Kozlik Wall to approve Special Event 2014-43, Rotary Pancake Breakfast to be held August 31, 2014. Seconded by Klavins.

Voted Yes: All. Motion Carried.

**Item B: Special Event 2014-44, Back in the Day 2015 to be held July 18, 2015.**

*Background Information:* This event is scheduled for July 18th 2015. This will be a community event that provides music, free food, games for the youth and a candle light vigil in remembrance for the late and present community families they have lost. They will be celebrating their 10th year for this event in 2015.

Due to public safety concerns voiced by staff and members of the public, the applicant has opted to revise the event application and has agreed to strike the proposed fireworks portion of the event. No fireworks are planned as part of this event.

Insurance will be provided closer to the event.

Moved by Kozlik Wall to approve Special Event 2014-44, Back in the Day 2015 to be held July 18, 2015. Seconded by Gruber.

Voted Yes: All. Motion Carried.

**9. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda**

No Public Comment

**10. City Manager's Comments**

**11. Mayor and Councilperson's Comments**

Klavins: Congrats to Theresa Cunningham and the organization for a great Gus Macker.

Arnold: Excited for Blueberry Fest this coming weekend.

Gruber: Thanked Andy for comments about Gus Macker. Come out to the fly-in this weekend.

Kozlik Wall: Kudos to the City for keeping our city so clean.

Burr: August 16<sup>th</sup> is the Salute to Veterans. Please come show your support.

**12. Adjourn**

Moved by Kozlik Wall to adjourn. Seconded by Arnold.

Voted Yes: All. Motion carried. Meeting adjourned at 7:14 p.m.

RESPECTFULLY SUBMITTED,



Michelle Coffey  
Deputy City Clerk

Approved by City Council: **DRAFT**

**CITY OF SOUTH HAVEN  
AUGUST 19, 2014**

|                            | PREPAID                | CURRENT              | TOTAL                  |
|----------------------------|------------------------|----------------------|------------------------|
| 101-GENERAL FUND           | \$ 56,534.33           | \$ 59,572.06         | \$ 116,106.39          |
| 202-MAJOR STREET FUND      | \$ 1,610.10            | \$ 2,027.69          | \$ 3,637.79            |
| 203-LOCAL STREET FUND      | \$ -                   |                      | \$ -                   |
| 204-STREET FUND            | \$ -                   | \$ 1,029.31          | \$ 1,029.31            |
| 226-GARBAGE/REFUSE FUND    | \$ 31,041.23           |                      | \$ 31,041.23           |
| 250-DOWNTOWN DEVELOPMENT   | \$ 5,036.98            | \$ 14,864.44         | \$ 19,901.42           |
| 251-LDFA #1                | \$ -                   | \$ 2,400.00          | \$ 2,400.00            |
| 252- LDFA #2               | \$ -                   |                      | \$ -                   |
| 253-LDFA #3                | \$ -                   | \$ -                 | \$ -                   |
| 260-BROWNFIELD AUTHORITY   | \$ -                   | \$ 1,995.25          | \$ 1,995.25            |
| 265-NARCOTICS UNIT         | \$ -                   | \$ 434.80            | \$ 434.80              |
| 266-POLICE TRAINING        | \$ 400.00              | \$ 400.00            | \$ 800.00              |
| 296-RIVER MAINTENANCE      | \$ -                   | \$ -                 | \$ -                   |
| 363- CAPITAL BOND          | \$ -                   | \$ -                 | \$ -                   |
| 370- BUILDING AUTHORITY #2 | \$ -                   | \$ -                 | \$ -                   |
| 371-CAPITAL BOND DEBT SERV | \$ -                   | \$ -                 | \$ -                   |
| 372-WATER PLANT FUND       | \$ -                   | \$ -                 | \$ -                   |
| 395-DDA DEBT SERVICE       | \$ -                   | \$ -                 | \$ -                   |
| 396- DDA DISTRICT #2       | \$ -                   |                      | \$ -                   |
| 401-CAPITAL PROJECTS       | \$ 147,984.00          | \$ 1,139.52          | \$ 149,123.52          |
| 402-CAPITAL PROJECTS #2    | \$ -                   |                      | \$ -                   |
| 466- PAVILION AND ICE RINK | \$ -                   |                      | \$ -                   |
| 545-BLACK RIVER PARK       | \$ 387.73              | \$ 63.50             | \$ 451.23              |
| 577-BEACH FUND             | \$ 375.65              | \$ 672.49            | \$ 1,048.14            |
| 582-ELECTRIC FUND          | \$ 35,489.98           | \$ 15,568.38         | \$ 51,058.36           |
| 591-WATER FUND             | \$ 59,647.18           | \$ 13,279.39         | \$ 72,926.57           |
| 592-SEWER FUND             | \$ 76,089.57           | \$ 14,356.27         | \$ 90,445.84           |
| 594-MUNICIPAL MARINA       | \$ 29,577.75           | \$ 1,413.04          | \$ 30,990.79           |
| 636-INFORMATION SERVICES   | \$ 7,431.91            | \$ 313.96            | \$ 7,745.87            |
| 661-MOTOR POOL             | \$ 8,433.57            | \$ 6,152.62          | \$ 14,586.19           |
| 677-SELF INSURANCE         | \$ -                   | \$ -                 | \$ -                   |
| 703-TAX FUND               | \$ 750,232.75          | \$ -                 | \$ 750,232.75          |
| 718-TRUST & AGENCY         | \$ 6,848.84            | \$ -                 | \$ 6,848.84            |
| 750-EMPLOYEE WITHHOLDING   | \$ -                   | \$ -                 | \$ -                   |
| <b>TOTAL</b>               | <b>\$ 1,217,121.57</b> | <b>\$ 135,682.72</b> | <b>\$ 1,352,804.29</b> |

User: ksteinman

BANK CODE: 1

CHECK DATE: 08/19/2014 INVOICE PAY DATE FROM 08/19/2014 TO 08/19/2014

DB: South Haven

| Check Date | Bank | Check # | Vendor Code | Vendor Name                        | Invoice Total | Credit Total | Total Amount | # Invoices |
|------------|------|---------|-------------|------------------------------------|---------------|--------------|--------------|------------|
| 08/19/2014 | 1    | 48505   | 003050      | 7TH DISTRICT COURT- WEST           | 65.00         | 0.00         | 65.00        | 1          |
| 08/19/2014 | 1    | 48506   | 000010      | AB SPRING SERVICE INC              | 1,592.05      | 0.00         | 1,592.05     | 1          |
| 08/19/2014 | 1    | 48507   | 000014      | ABONMARCHE CONSULTANTS INC         | 5,134.77      | 0.00         | 5,134.77     | 3          |
| 08/19/2014 | 1    | 48508   | 000016      | ABSHIRE, ROBIN                     | 270.00        | 0.00         | 270.00       | 1          |
| 08/19/2014 | 1    | 48509   | 000018      | ACCESS DATA GROUP LLC              | 6,000.00      | 0.00         | 6,000.00     | 1          |
| 08/19/2014 | 1    | 48510   | 000043      | AIRGAS USA, LLC                    | 56.13         | 0.00         | 56.13        | 1          |
| 08/19/2014 | 1    | 48511   | 000050      | ALEXANDER CHEMICAL CORP            | 4,470.00      | 1,400.00     | 3,070.00     | 4##        |
| 08/19/2014 | 1    | 48512   | 000109      | ANCHOR SIGNS                       | 2,400.00      | 0.00         | 2,400.00     | 1          |
| 08/19/2014 | 1    | 48513   | 000229      | BEAVER RESEARCH COMPANY            | 229.75        | 0.00         | 229.75       | 1          |
| 08/19/2014 | 1    | 48514   | 000346      | BRUSH ENTERPRISES                  | 125.00        | 0.00         | 125.00       | 2          |
| 08/19/2014 | 1    | 48515   | 000372      | C.C. JOHNSON & MALHOTRA PC         | 1,268.56      | 0.00         | 1,268.56     | 1          |
| 08/19/2014 | 1    | 48516   | 000453      | CHIEF SUPPLY CORP                  | 165.06        | 0.00         | 165.06       | 1          |
| 08/19/2014 | 1    | 48517   | 000471      | CITY PLUMBING & HEATING CO         | 145.00        | 0.00         | 145.00       | 1          |
| 08/19/2014 | 1    | 48518   | 000502      | COMMUNITY ANSWERING SERVICE        | 2,522.20      | 0.00         | 2,522.20     | 1          |
| 08/19/2014 | 1    | 48519   | 000505      | COMPTON INC                        | 15,228.96     | 0.00         | 15,228.96    | 3          |
| 08/19/2014 | 1    | 48520   | 000514      | CONSTRUCTION ASSOCIATES INC        | 1,543.82      | 0.00         | 1,543.82     | 1          |
| 08/19/2014 | 1    | 48521   | 000517      | CONSUMERS CONCRETE CORP            | 387.66        | 0.00         | 387.66       | 3          |
| 08/19/2014 | 1    | 48522   | 000533      | CORNELISSE DESIGN ASSOC INC        | 237.50        | 0.00         | 237.50       | 1          |
| 08/19/2014 | 1    | 48523   | 000653      | D A DODD, INC                      | 842.93        | 0.00         | 842.93       | 1          |
| 08/19/2014 | 1    | 48524   | 000716      | EJ USA INC                         | 3,287.84      | 0.00         | 3,287.84     | 6          |
| 08/19/2014 | 1    | 48525   | 000718      | ELECSYS INTERNATIONAL CORP         | 267.00        | 0.00         | 267.00       | 1          |
| 08/19/2014 | 1    | 48526   | 003168      | ELWOOD STAFFING                    | 669.70        | 0.00         | 669.70       | 1          |
| 08/19/2014 | 1    | 48527   | 000764      | EASTENAL COMPANY                   | 43.63         | 0.00         | 43.63        | 1          |
| 08/19/2014 | 1    | 48528   | 000847      | FUEL MANAGEMENT SYSTEM             | 8,834.68      | 0.00         | 8,834.68     | 1          |
| 08/19/2014 | 1    | 48529   | 003149      | GRO AMERICA                        | 2,961.00      | 0.00         | 2,961.00     | 1          |
| 08/19/2014 | 1    | 48530   | 000996      | HARBOR HOUSE PUBLISHING            | 1,125.00      | 0.00         | 1,125.00     | 1          |
| 08/19/2014 | 1    | 48531   | 001031      | HAVEN HEATING AND AIR CONDITIONING | 302.00        | 0.00         | 302.00       | 1          |
| 08/19/2014 | 1    | 48532   | 001086      | HOME CITY ICE COMPANY, THE         | 864.20        | 0.00         | 864.20       | 10         |
| 08/19/2014 | 1    | 48533   | 001107      | HULL LIFT TRUCK INC                | 348.56        | 0.00         | 348.56       | 2          |
| 08/19/2014 | 1    | 48534   | 001130      | ICOP                               | 666.50        | 0.00         | 666.50       | 1          |
| 08/19/2014 | 1    | 48535   | 001162      | INTERSTATE BATTERY SYSTEMS         | 310.85        | 0.00         | 310.85       | 1          |
| 08/19/2014 | 1    | 48536   | 001171      | J & L ORCHARD SUPPLY LLC           | 170.38        | 0.00         | 170.38       | 1          |
| 08/19/2014 | 1    | 48537   | 001175      | J.T.'S PLUMBING                    | 76.00         | 0.00         | 76.00        | 1          |
| 08/19/2014 | 1    | 48538   | 001189      | JIM & TONI'S DRYCLEANERS           | 397.00        | 0.00         | 397.00       | 1          |
| 08/19/2014 | 1    | 48539   | 001196      | JOHN'S STEREO INC                  | 173.12        | 0.00         | 173.12       | 3          |
| 08/19/2014 | 1    | 48540   | 001246      | KENDALL ELECTRIC INC               | 306.52        | 0.00         | 306.52       | 2          |
| 08/19/2014 | 1    | 48541   | 001248      | KENNEDY INDUSTRIES INC             | 1,971.00      | 0.00         | 1,971.00     | 1          |
| 08/19/2014 | 1    | 48542   | 001298      | KREIS,ENDERLE,HUDGINS & BORSOS PC  | 528.00        | 0.00         | 528.00       | 1          |
| 08/19/2014 | 1    | 48543   | MISC        | LAKESHORE IRRIGATION LLC           | 227.50        | 0.00         | 227.50       | 1          |
| 08/19/2014 | 1    | 48544   | 001400      | LIFELOC TECHNOLOGIES INC           | 129.00        | 0.00         | 129.00       | 1          |
| 08/19/2014 | 1    | 48545   | 001412      | LITTLE OSCAR'S SCREEN PRINTS       | 294.00        | 0.00         | 294.00       | 1          |
| 08/19/2014 | 1    | 48546   | 003289      | MAGNET FORENSICS                   | 2,174.00      | 0.00         | 2,174.00     | 1          |
| 08/19/2014 | 1    | 48547   | 001606      | MICHIGAN ELECTION RESOURCES        | 41.80         | 0.00         | 41.80        | 1          |
| 08/19/2014 | 1    | 48548   | 001625      | MICHIGAN ELECTION RESOURCES        | 41.80         | 0.00         | 41.80        | 1          |

User: ksteinman  
DB: South Haven

BANK CODE: 1

CHECK DATE: 08/19/2014 INVOICE PAY DATE FROM 08/19/2014 TO 08/19/2014

| Check Date | Bank | Check # | Vendor Code | Vendor Name                      | Invoice Total | Credit Total | Total Amount | # Invoices |
|------------|------|---------|-------------|----------------------------------|---------------|--------------|--------------|------------|
| 08/19/2014 | 1    | 48549   | 001766      | MUZZALL GRAPHICS                 | 97.36         | 0.00         | 97.36        | 1          |
| 08/19/2014 | 1    | 48550   | 001911      | OTTAGAN PLUMBING & TESTING INC   | 78.00         | 0.00         | 78.00        | 1          |
| 08/19/2014 | 1    | 48551   | 001948      | EAT'S PRONTO PRINT               | 144.08        | 0.00         | 144.08       | 1          |
| 08/19/2014 | 1    | 48552   | 003100      | PLAYWORLD MIDSTATES              | 8,220.01      | 0.00         | 8,220.01     | 1          |
| 08/19/2014 | 1    | 48553   | 002009      | POLYDYNE INC                     | 2,070.00      | 0.00         | 2,070.00     | 1          |
| 08/19/2014 | 1    | 48554   | 002020      | POWER LINE SUPPLY CO             | 12,675.70     | 0.00         | 12,675.70    | 20         |
| 08/19/2014 | 1    | 48555   | 003303      | PREIN & NEWHOF                   | 220.00        | 0.00         | 220.00       | 1          |
| 08/19/2014 | 1    | 48556   | 002033      | PRI MAR PETROLEUM INC            | 30.00         | 0.00         | 30.00        | 1          |
| 08/19/2014 | 1    | 48557   | 002114      | RATHCO SAFETY SUPPLY INC         | 5,438.91      | 0.00         | 5,438.91     | 6          |
| 08/19/2014 | 1    | 48558   | 002116      | RAY ALLEN MANUFACTURING LLC      | 434.80        | 0.00         | 434.80       | 1          |
| 08/19/2014 | 1    | 48559   | 002142      | REPCOLITE PAINTS INC             | 85.00         | 0.00         | 85.00        | 1          |
| 08/19/2014 | 1    | 48560   | MISC        | RICE'S LOCKSMITH SERVICE         | 68.00         | 0.00         | 68.00        | 1          |
| 08/19/2014 | 1    | 48561   | 002164      | RIVER CITY REPRODUCTIONS         | 718.50        | 0.00         | 718.50       | 1          |
| 08/19/2014 | 1    | 48562   | 003143      | ROLAND ELECTRIC LLC              | 410.47        | 0.00         | 410.47       | 3          |
| 08/19/2014 | 1    | 48563   | 002385      | SOUTH HAVEN AIRPORT AUTHORITY    | 18,797.02     | 0.00         | 18,797.02    | 1          |
| 08/19/2014 | 1    | 48564   | 002453      | SPENCER MANUFACTURING, INC       | 1,440.00      | 0.00         | 1,440.00     | 2          |
| 08/19/2014 | 1    | 48565   | 002478      | STAPLES ADVANTAGE                | 689.85        | 0.00         | 689.85       | 5          |
| 08/19/2014 | 1    | 48566   | 002529      | STRAIN ELECTRIC COMPANY          | 492.36        | 0.00         | 492.36       | 1          |
| 08/19/2014 | 1    | 48567   | 002569      | T S LETTERING & GRAPHICS         | 116.00        | 0.00         | 116.00       | 1          |
| 08/19/2014 | 1    | 48568   | 002589      | TERMINIX PROCESSING CENTER       | 41.00         | 0.00         | 41.00        | 1          |
| 08/19/2014 | 1    | 48569   | 002650      | TRAF-O-TERIA SYSTEM              | 398.87        | 0.00         | 398.87       | 1          |
| 08/19/2014 | 1    | 48570   | 002698      | U S BUSINESS SYSTEMS INC         | 99.14         | 0.00         | 99.14        | 1          |
| 08/19/2014 | 1    | 48571   | 002717      | UNIVERSITY OF NOTRE DAME         | 796.00        | 0.00         | 796.00       | 1          |
| 08/19/2014 | 1    | 48572   | 002721      | UPLINK SECURITY LLC              | 7.45          | 0.00         | 7.45         | 1          |
| 08/19/2014 | 1    | 48573   | 002728      | USA BLUE BOOK                    | 8,383.98      | 0.00         | 8,383.98     | 3          |
| 08/19/2014 | 1    | 48574   | 002741      | VALLEY CITY SIGN                 | 2,845.03      | 0.00         | 2,845.03     | 1          |
| 08/19/2014 | 1    | 48575   | 002822      | WAGNER'S PLUMBING & HEATING      | 216.87        | 0.00         | 216.87       | 1          |
| 08/19/2014 | 1    | 48576   | 002882      | WEST MICHIGAN CRIMINAL JUSTICE   | 400.00        | 0.00         | 400.00       | 1          |
| 08/19/2014 | 1    | 48577   | 002932      | WINDEMULLER ELECTRIC, INC        | 246.00        | 0.00         | 246.00       | 1          |
| 08/19/2014 | 1    | 48578   | 003220      | WINGFOOT COMMERCIAL TIRE SYSTEMS | 139.73        | 0.00         | 139.73       | 1          |
| 08/19/2014 | 1    | 48579   | 002953      | WOODHAMS, INC , DON              | 448.92        | 0.00         | 448.92       | 3          |

Num Checks: 75

Num Stubs: 0

Num Invoices: 138

Total Amount: 135,682.72

## Denotes that check has vendor credit applied.

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
 INVOICE DUE DATES 08/19/2014 - 08/19/2014  
 JOURNALIZED OPEN AND PAID  
 BANK CODE: 1 - CHECK TYPE: PAPER CHECK

| Inv Num<br>Inv Ref#   | Vendor<br>Description<br>GL Distribution   | Inv Date<br>Entered By                 | Due Date   | Inv Amt  | Amt Due | Status | Jrnlized<br>Post Date |
|-----------------------|--|--|------------|----------|---------|--------|-----------------------|
| 7/24/14<br>40146      | 7TH DISTRICT COURT- WEST<br>TICKET BOOKS<br>101-301-741-000                              | 07/24/2014<br>ksteinman                | 08/19/2014 | 65.00    | 0.00    | P      | Y<br>08/12/2014       |
|                       |  | OPERATING SUPPLIES                     |            | 65.00    |         |        |                       |
| 242180018<br>40134    | AB SPRING SERVICE INC<br>PARTS<br>661-450-935-000  | 08/06/2014<br>ksteinman                | 08/19/2014 | 1,592.05 | 0.00    | P      | Y<br>08/12/2014       |
|                       |  | REPAIRS/MAINTENANCE - VEHICLES         |            | 1,592.05 |         |        |                       |
| 109416<br>40136       | ABONMARCHE CONSULTANTS INC<br>DESIGN SERVICES CHERRY/BAILEY DRAI<br>101-445-801-010      | 07/31/2014<br>ksteinman                | 08/19/2014 | 2,000.00 | 0.00    | P      | Y<br>08/12/2014       |
|                       |  | DESIGN SERVICES CHERRY/BAILEY DRAINAGE |            | 2,000.00 |         |        |                       |
| 109377<br>40137       | ABONMARCHE CONSULTANTS INC<br>PUBLIC SAFETY BUILDING RENOVATIONS<br>401-301-980-000-0145 | 07/30/2014<br>ksteinman                | 08/19/2014 | 1,139.52 | 0.00    | P      | Y<br>06/30/2014       |
|                       |  | POLICE/FIRE COMPLEX                    |            | 1,139.52 |         |        |                       |
| 109328<br>40138       | ABONMARCHE CONSULTANTS INC<br>DEMOLITION FOR OVERTON FACTORY AND<br>260-622-801-000      | 07/29/2014<br>ksteinman                | 08/19/2014 | 1,995.25 | 0.00    | P      | Y<br>08/12/2014       |
|                       |  | PROFESSIONAL FEES - ADMIN              |            | 1,995.25 |         |        |                       |
| 62<br>40279           | ABSHIRE, ROBIN<br>EQUIPMENT RENTAL<br>577-751-802-000                                    | 08/06/2014<br>ksteinman                | 08/19/2014 | 270.00   | 0.00    | P      | Y<br>08/13/2014       |
|                       |  | OTHER CONTRACTUAL SERVICES             |            | 270.00   |         |        |                       |
| 57718<br>40247        | ACCESS DATA GROUP LLC<br>SOFTWARE MAINTENANCE & SUPPORT<br>101-301-802-000               | 07/21/2014<br>ksteinman                | 08/19/2014 | 6,000.00 | 0.00    | P      | Y<br>08/13/2014       |
|                       |  | OTHER CONTRACTUAL SERVICES             |            | 6,000.00 |         |        |                       |
| 9920641054<br>40275   | AIRGAS USA, LLC<br>CYLINDER RENTAL<br>661-450-741-003                                    | 08/30/2014<br>ksteinman                | 08/19/2014 | 56.13    | 0.00    | P      | Y<br>08/13/2014       |
|                       |  | REPAIR & MAINT SUPPLIES                |            | 56.13    |         |        |                       |
| SLS 10021585<br>40135 | ALEXANDER CHEMICAL CORP<br>CHEMICALS<br>592-559-741-000                                  | 07/31/2014<br>ksteinman                | 08/19/2014 | 2,540.00 | 0.00    | P      | Y<br>08/12/2014       |
|                       |  | OPERATING SUPPLIES                     |            | 2,540.00 |         |        |                       |

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| Inv Num      | Vendor                        | Inv Date                       | Due Date   | Inv Amt  | Amt Due | Status | Jrnlized   |
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| Inv Ref#     | Description                   | Entered By                     |            |          |         |        | Post Date  |
|              | GL Distribution               |                                |            |          |         |        |            |
| SLS 10021128 |                               |                                |            |          |         |        |            |
| 40139        | ALEXANDER CHEMICAL CORP       | 07/23/2014                     | 08/19/2014 | 1,930.00 | 0.00    | P      | Y          |
|              | CHEMICALS                     | ksteinman                      |            |          |         |        | 08/12/2014 |
|              | 592-559-741-000               | OPERATING SUPPLIES             |            | 1,930.00 |         |        |            |
| SCL 10005785 |                               |                                |            |          |         |        |            |
| 40140        | ALEXANDER CHEMICAL CORP       | 07/28/2014                     | 08/19/2014 | (800.00) | 0.00    | P      | Y          |
|              | DEPOSIT REFUND                | ksteinman                      |            |          |         |        | 08/12/2014 |
|              | 592-559-741-000               | OPERATING SUPPLIES             |            | (800.00) |         |        |            |
| SCL 10005894 |                               |                                |            |          |         |        |            |
| 40240        | ALEXANDER CHEMICAL CORP       | 08/05/2014                     | 08/19/2014 | (600.00) | 0.00    | P      | Y          |
|              | DEPOSIT REFUND                | ksteinman                      |            |          |         |        | 08/13/2014 |
|              | 592-559-741-000               | OPERATING SUPPLIES             |            | (600.00) |         |        |            |
| 721          |                               |                                |            |          |         |        |            |
| 40248        | ANCHOR SIGNS                  | 08/11/2014                     | 08/19/2014 | 2,400.00 | 0.00    | P      | Y          |
|              | STIEVE DRIVE SIGN REPLACEMENT | ksteinman                      |            |          |         |        | 08/13/2014 |
|              | 251-901-801-000               | PROFESSIONAL/CONSULTING FEES   |            | 2,400.00 |         |        |            |
| 0215861-IN   |                               |                                |            |          |         |        |            |
| 40141        | BEAVER RESEARCH COMPANY       | 07/31/2014                     | 08/19/2014 | 229.75   | 0.00    | P      | Y          |
|              | SUPPLIES                      | ksteinman                      |            |          |         |        | 08/12/2014 |
|              | 101-751-741-000               | OPERATING SUPPLIES             |            | 229.75   |         |        |            |
| 6666         |                               |                                |            |          |         |        |            |
| 40273        | BRUSH ENTERPRISES             | 08/06/2014                     | 08/19/2014 | 65.00    | 0.00    | P      | Y          |
|              | REPAIRS                       | ksteinman                      |            |          |         |        | 08/13/2014 |
|              | 661-450-935-000               | REPAIRS/MAINTENANCE - VEHICLES |            | 65.00    |         |        |            |
| 6667         |                               |                                |            |          |         |        |            |
| 40274        | BRUSH ENTERPRISES             | 08/06/2014                     | 08/19/2014 | 60.00    | 0.00    | P      | Y          |
|              | REPAIRS                       | ksteinman                      |            |          |         |        | 08/13/2014 |
|              | 661-450-933-000               | REPAIRS/MAINTENANCE - EQUIP    |            | 60.00    |         |        |            |
| 0000N162.000 |                               |                                |            |          |         |        |            |
| 40143        | C.C. JOHNSON & MALHOTRA PC    | 08/05/2014                     | 08/19/2014 | 1,268.56 | 0.00    | P      | Y          |
|              | PROFESSIONAL SERVICES         | ksteinman                      |            |          |         |        | 08/12/2014 |
|              | 592-560-801-000               | PROFESSIONAL/CONSULTING FEES   |            | 1,268.56 |         |        |            |
| 489899       |                               |                                |            |          |         |        |            |
| 40144        | CHIEF SUPPLY CORP             | 07/21/2014                     | 08/19/2014 | 165.06   | 0.00    | P      | Y          |
|              | UNIFORMS                      | ksteinman                      |            |          |         |        | 08/12/2014 |
|              | 101-301-729-000               | UNIFORMS                       |            | 165.06   |         |        |            |

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN  
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| Inv Num<br>Inv Ref#   | Vendor<br>Description<br>GL Distribution                                  | Inv Date<br>Entered By  | Due Date   | Inv Amt  | Amt Due | Status | Jrnalized<br>Post Date |
|-----------------------|---|-------------------------|------------|----------|---------|--------|------------------------|
| 027679<br>40142       | CITY PLUMBING & HEATING CO<br>PREVENTATIVE MAINTENANCE<br>101-265-802-000 | 07/30/2014<br>ksteinman | 08/19/2014 | 145.00   | 0.00    | P      | Y<br>08/12/2014        |
|                       | OTHER CONTRACTUAL SERVICES  |                         |            | 145.00   |         |        |                        |
| 475307212014<br>40147 | COMMUNITY ANSWERING SERVICE<br>ANSWERING SERVICES<br>101-350-802-000      | 07/21/2014<br>ksteinman | 08/19/2014 | 2,522.20 | 0.00    | P      | Y<br>08/12/2014        |
|                       | OTHER CONTRACTUAL SERVICES  |                         |            | 2,522.20 |         |        |                        |
| 81411<br>40252        | COMPTON INC<br>REMOVE & REPLACE HANDICAP RAMP EAG<br>250-729-974-018-0151 | 08/12/2014<br>ksteinman | 08/19/2014 | 3,534.50 | 0.00    | P      | Y<br>08/13/2014        |
|                       | CAPITAL PROJECTS  |                         |            | 3,534.50 |         |        |                        |
| 71443<br>40254        | COMPTON INC<br>410 FRUIT METER PIT & REPLACE DRIV<br>591-559-802-000      | 07/30/2014<br>ksteinman | 08/19/2014 | 2,241.00 | 0.00    | P      | Y<br>08/13/2014        |
|                       | OTHER CONTRACTUAL SERVICES  |                         |            | 2,241.00 |         |        |                        |
| 71437<br>40255        | COMPTON INC<br>CONCRETE REPAIRS<br>101-446-802-000                        | 07/29/2014<br>ksteinman | 08/19/2014 | 9,453.46 | 0.00    | P      | Y<br>08/13/2014        |
|                       | OTHER CONTRACTUAL SERVICES  |                         |            | 9,453.46 |         |        |                        |
| 22844<br>40145        | CONSTRUCTION ASSOCIATES INC<br>BUILDING INSPECTIONS<br>101-371-802-020    | 08/05/2014<br>ksteinman | 08/19/2014 | 1,543.82 | 0.00    | P      | Y<br>08/12/2014        |
|                       | BUILDING INSPECTIONS  |                         |            | 1,543.82 |         |        |                        |
| 139101<br>40148       | CONSUMERS CONCRETE CORP<br>GRAVEL MIX<br>101-446-741-000                  | 07/28/2014<br>ksteinman | 08/19/2014 | 264.10   | 0.00    | P      | Y<br>08/12/2014        |
|                       | OPERATING SUPPLIES  |                         |            | 264.10   |         |        |                        |
| 138426<br>40149       | CONSUMERS CONCRETE CORP<br>SUPERSAND GRAY<br>250-729-835-000              | 07/23/2014<br>ksteinman | 08/19/2014 | 27.40    | 0.00    | P      | Y<br>08/12/2014        |
|                       | HAZARD ELIMINATION  |                         |            | 27.40    |         |        |                        |
| 140778<br>40261       | CONSUMERS CONCRETE CORP<br>BLUE SPEEDCRETE<br>101-446-741-000             | 08/06/2014<br>ksteinman | 08/19/2014 | 96.16    | 0.00    | P      | Y<br>08/13/2014        |
|                       | OPERATING SUPPLIES  |                         |            | 96.16    |         |        |                        |

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| Inv Ref#  | Description                        | Entered By                 |            |          |         |        | Post Date  |
|           | GL Distribution                    |                            |            |          |         |        |            |
| 201406-02 |                                    |                            |            |          |         |        |            |
| 40226     | CORNELISSE DESIGN ASSOC INC        | 07/31/2014                 | 08/19/2014 | 237.50   | 0.00    | P      | Y          |
|           | LITTLE GIRL STATUE LOCATION JUSTIC | ksteinman                  |            |          |         |        | 08/13/2014 |
|           | 250-729-974-018-0150               | CAPITAL PROJECTS           |            | 237.50   |         |        |            |
| 75519     |                                    |                            |            |          |         |        |            |
| 40150     | D A DODD, INC                      | 07/30/2014                 | 08/19/2014 | 842.93   | 0.00    | P      | Y          |
|           | BACKFLOW PREVENTER TESTING         | ksteinman                  |            |          |         |        | 08/12/2014 |
|           | 592-559-802-000                    | OTHER CONTRACTUAL SERVICES |            | 842.93   |         |        |            |
| 3743285   |                                    |                            |            |          |         |        |            |
| 40151     | EJ USA INC                         | 08/06/2014                 | 08/19/2014 | 220.32   | 0.00    | P      | Y          |
|           | SUPPLIES                           | ksteinman                  |            |          |         |        | 08/12/2014 |
|           | 591-558-741-000                    | OPERATING SUPPLIES         |            | 220.32   |         |        |            |
| 3738265   |                                    |                            |            |          |         |        |            |
| 40152     | EJ USA INC                         | 07/31/2014                 | 08/19/2014 | 554.82   | 0.00    | P      | Y          |
|           | SUPPLIES                           | ksteinman                  |            |          |         |        | 08/12/2014 |
|           | 591-558-741-000                    | OPERATING SUPPLIES         |            | 554.82   |         |        |            |
| 3744645   |                                    |                            |            |          |         |        |            |
| 40153     | EJ USA INC                         | 08/02/2014                 | 08/19/2014 | 310.90   | 0.00    | P      | Y          |
|           | SUPPLIES                           | ksteinman                  |            |          |         |        | 08/12/2014 |
|           | 591-558-741-000                    | OPERATING SUPPLIES         |            | 310.90   |         |        |            |
| 3743493   |                                    |                            |            |          |         |        |            |
| 40154     | EJ USA INC                         | 07/31/2014                 | 08/19/2014 | 170.90   | 0.00    | P      | Y          |
|           | SUPPLIES                           | ksteinman                  |            |          |         |        | 08/12/2014 |
|           | 591-558-741-000                    | OPERATING SUPPLIES         |            | 170.90   |         |        |            |
| 3743278   |                                    |                            |            |          |         |        |            |
| 40155     | EJ USA INC                         | 07/31/2014                 | 08/19/2014 | 266.80   | 0.00    | P      | Y          |
|           | SUPPLIES                           | ksteinman                  |            |          |         |        | 08/12/2014 |
|           | 101-446-741-000                    | OPERATING SUPPLIES         |            | 266.80   |         |        |            |
| 3739162   |                                    |                            |            |          |         |        |            |
| 40156     | EJ USA INC                         | 07/30/2014                 | 08/19/2014 | 1,764.10 | 0.00    | P      | Y          |
|           | SUPPLIES                           | ksteinman                  |            |          |         |        | 08/12/2014 |
|           | 591-558-741-000                    | OPERATING SUPPLIES         |            | 1,764.10 |         |        |            |
| 127644    |                                    |                            |            |          |         |        |            |
| 40158     | ELECSYS INTERNATIONAL CORP         | 07/28/2014                 | 08/19/2014 | 267.00   | 0.00    | P      | Y          |
|           | MONTHLY MAINTENANCE                | ksteinman                  |            |          |         |        | 08/12/2014 |
|           | 582-558-802-000                    | OTHER CONTRACTUAL SERVICES |            | 186.90   |         |        |            |
|           | 591-558-802-000                    | OTHER CONTRACTUAL SERVICES |            | 40.05    |         |        |            |
|           | 592-558-802-000                    | OTHER CONTRACTUAL SERVICES |            | 40.05    |         |        |            |

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|---------------------|---|----------------------------|------------|----------|---------|--------|-----------------------|
| 693960<br>40157     | ELWOOD STAFFING<br>STAFFING SERVICES<br>101-751-802-000                         | 08/06/2014<br>ksteinman    | 08/19/2014 | 669.70   | 0.00    | P      | Y<br>08/12/2014       |
|                     |   | OTHER CONTRACTUAL SERVICES |            | 669.70   |         |        |                       |
| MISOU9923<br>40159  | FASTENAL COMPANY<br>SUPPLIES<br>661-450-741-003                                 | 07/23/2014<br>ksteinman    | 08/19/2014 | 43.63    | 0.00    | P      | Y<br>08/12/2014       |
|                     |   | REPAIR & MAINT SUPPLIES    |            | 43.63    |         |        |                       |
| 1421201<br>40160    | FUEL MANAGEMENT SYSTEM<br>FUEL  | 07/31/2014<br>ksteinman    | 08/19/2014 | 8,834.68 | 0.00    | P      | Y<br>08/12/2014       |
|                     | 204-447-748-000   | MOTOR FUEL                 |            | 64.81    |         |        |                       |
|                     | 591-558-748-000   | MOTOR FUEL                 |            | 21.61    |         |        |                       |
|                     | 592-558-748-000   | MOTOR FUEL                 |            | 21.61    |         |        |                       |
|                     | 101-301-748-000   | MOTOR FUEL                 |            | 3,037.93 |         |        |                       |
|                     | 101-728-748-000   | MOTOR FUEL                 |            | 75.79    |         |        |                       |
|                     | 101-371-748-000   | MOTOR FUEL                 |            | 46.24    |         |        |                       |
|                     | 582-558-748-000   | MOTOR FUEL                 |            | 787.76   |         |        |                       |
|                     | 101-751-748-000   | MOTOR FUEL                 |            | 767.78   |         |        |                       |
|                     | 101-446-748-000   | MOTOR FUEL                 |            | 853.34   |         |        |                       |
|                     | 101-276-748-000   | MOTOR FUEL                 |            | 51.15    |         |        |                       |
|                     | 582-558-748-000   | MOTOR FUEL                 |            | 107.24   |         |        |                       |
|                     | 591-558-748-000   | MOTOR FUEL                 |            | 30.16    |         |        |                       |
|                     | 592-558-748-000   | MOTOR FUEL                 |            | 30.16    |         |        |                       |
|                     | 591-558-748-000   | MOTOR FUEL                 |            | 427.55   |         |        |                       |
|                     | 592-558-748-000   | MOTOR FUEL                 |            | 427.54   |         |        |                       |
|                     | 577-751-748-000   | MOTOR FUEL                 |            | 117.94   |         |        |                       |
|                     | 591-559-748-000   | MOTOR FUEL                 |            | 72.64    |         |        |                       |
|                     | 592-559-748-000   | MOTOR FUEL                 |            | 275.68   |         |        |                       |
|                     | 661-450-748-000   | MOTOR FUEL & LUBRICANTS    |            | 1,617.75 |         |        |                       |
| GA-072419<br>40249  | GRO AMERICA<br>WASTE HAUL<br>592-559-802-000                                    | 08/04/2014<br>ksteinman    | 08/19/2014 | 2,961.00 | 0.00    | P      | Y<br>08/13/2014       |
|                     |   | OTHER CONTRACTUAL SERVICES |            | 2,961.00 |         |        |                       |
| 14SHD14<br>40238    | HARBOR HOUSE PUBLISHING<br>1/2 PAGE FULL COLOR ADVERTISEMENT<br>101-728-727-001 | 08/05/2014<br>ksteinman    | 08/19/2014 | 1,125.00 | 0.00    | P      | Y<br>08/13/2014       |
|                     |   | MARKETING/PROMOTIONAL      |            | 1,125.00 |         |        |                       |

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|---------------------|--|-------------------------------|------------|---------|---------|--------|------------------------|
| 4940<br>40162       | HAVEN HEATING AND AIR CONDITIONING<br>REPAIRS<br>594-776-931-000 | 07/23/2014<br>ksteinman       | 08/19/2014 | 302.00  | 0.00    | P      | Y<br>08/12/2014        |
|                     |  | REPAIRS/MAINT-BLDS & STRCTRES |            | 302.00  |         |        |                        |
| 3354140775<br>40163 | HOME CITY ICE COMPANY, THE<br>ICE<br>594-776-957-000             | 07/18/2014<br>ksteinman       | 08/19/2014 | 87.50   | 0.00    | P      | Y<br>08/12/2014        |
|                     |  | CONCESSION EXPENSE            |            | 87.50   |         |        |                        |
| 3364140799<br>40164 | HOME CITY ICE COMPANY, THE<br>ICE<br>594-776-957-000             | 07/20/2014<br>ksteinman       | 08/19/2014 | 104.00  | 0.00    | P      | Y<br>08/12/2014        |
|                     |  | CONCESSION EXPENSE            |            | 104.00  |         |        |                        |
| 3354140800<br>40165 | HOME CITY ICE COMPANY, THE<br>ICE<br>594-776-957-000             | 07/20/2014<br>ksteinman       | 08/19/2014 | 87.50   | 0.00    | P      | Y<br>08/12/2014        |
|                     |  | CONCESSION EXPENSE            |            | 87.50   |         |        |                        |
| 2943141116<br>40166 | HOME CITY ICE COMPANY, THE<br>ICE<br>594-776-957-000             | 07/11/2014<br>ksteinman       | 08/19/2014 | 87.50   | 0.00    | P      | Y<br>08/12/2014        |
|                     |  | CONCESSION EXPENSE            |            | 87.50   |         |        |                        |
| 3327140962<br>40167 | HOME CITY ICE COMPANY, THE<br>ICE<br>594-776-957-000             | 07/06/2014<br>ksteinman       | 08/19/2014 | 93.00   | 0.00    | P      | Y<br>08/12/2014        |
|                     |  | CONCESSION EXPENSE            |            | 93.00   |         |        |                        |
| 3237140542<br>40168 | HOME CITY ICE COMPANY, THE<br>ICE<br>594-776-957-000             | 07/05/2014<br>ksteinman       | 08/19/2014 | 115.00  | 0.00    | P      | Y<br>08/12/2014        |
|                     |  | CONCESSION EXPENSE            |            | 115.00  |         |        |                        |
| 3001140716<br>40169 | HOME CITY ICE COMPANY, THE<br>ICE<br>594-776-957-000             | 07/01/2014<br>ksteinman       | 08/19/2014 | 73.20   | 0.00    | P      | Y<br>08/12/2014        |
|                     |  | CONCESSION EXPENSE            |            | 73.20   |         |        |                        |
| 2943141106<br>40170 | HOME CITY ICE COMPANY, THE<br>ICE<br>594-776-957-000             | 07/11/2014<br>ksteinman       | 08/19/2014 | 60.00   | 0.00    | P      | Y<br>08/12/2014        |
|                     |  | CONCESSION EXPENSE            |            | 60.00   |         |        |                        |

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|----------------------|--|---|------------|------------------|---------|--------|-----------------------|
| 3000140862<br>40171  | HOME CITY ICE COMPANY, THE<br>ICE<br>594-776-957-000           | 06/24/2014<br>ksteinman<br>CONCESSION EXPENSE           | 08/19/2014 | 93.00<br>93.00   | 0.00    | P      | Y<br>08/12/2014       |
| 3327141159<br>40174  | HOME CITY ICE COMPANY, THE<br>ICE<br>545-776-957-000           | 08/04/2014<br>ksteinman<br>CONCESSION EXPENSE           | 08/19/2014 | 63.50<br>63.50   | 0.00    | P      | Y<br>08/12/2014       |
| S-0104351<br>40173   | HULL LIFT TRUCK INC<br>PARTS<br>661-450-741-003                | 07/23/2014<br>ksteinman<br>REPAIR & MAINT SUPPLIES      | 08/19/2014 | 98.49<br>98.49   | 0.00    | P      | Y<br>08/12/2014       |
| WO-317687-1<br>40272 | HULL LIFT TRUCK INC<br>PARTS<br>661-450-933-000                | 07/29/2014<br>ksteinman<br>REPAIRS/MAINTENANCE - EQUIP  | 08/19/2014 | 250.07<br>250.07 | 0.00    | P      | Y<br>08/13/2014       |
| 0006993-IN<br>40175  | ICOP<br>BATTERIES<br>101-301-933-001                           | 07/10/2014<br>ksteinman<br>REPAIR/MAINTENANCE - RADIOS  | 08/19/2014 | 666.50<br>666.50 | 0.00    | P      | Y<br>08/12/2014       |
| 10040987<br>40176    | INTERSTATE BATTERY SYSTEMS<br>BATTERIES<br>661-450-741-003     | 08/08/2014<br>ksteinman<br>REPAIR & MAINT SUPPLIES      | 08/19/2014 | 310.85<br>310.85 | 0.00    | P      | Y<br>08/12/2014       |
| 21733<br>40177       | J & L ORCHARD SUPPLY LLC<br>REPAIRS<br>582-558-933-000         | 08/06/2014<br>ksteinman<br>REPAIRS/MAINTENANCE - EQUIPM | 08/19/2014 | 170.38<br>170.38 | 0.00    | P      | Y<br>08/12/2014       |
| 7/2/14<br>40178      | J.T.'S PLUMBING<br>PLUGGED FAUCET<br>101-265-802-000           | 07/02/2014<br>ksteinman<br>OTHER CONTRACTUAL SERVICES   | 08/19/2014 | 76.00<br>76.00   | 0.00    | P      | Y<br>08/12/2014       |
| JULY<br>40229        | JIM & TONI'S DRYCLEANERS<br>LAUNDRY SERVICE<br>101-301-801-021 | 08/01/2014<br>ksteinman<br>LAUNDRY & DRYCLEANING        | 08/19/2014 | 397.00<br>397.00 | 0.00    | P      | Y<br>08/13/2014       |

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| Inv Num<br>Inv Ref#     | Vendor<br>Description<br>GL Distribution  | Inv Date<br>Entered By                                  | Due Date   | Inv Amt              | Amt Due | Status | Jrnalized<br>Post Date |
|-------------------------|---|---|------------|----------------------|---------|--------|------------------------|
| 10041535<br>40179       | JOHN'S STEREO INC<br>SUPPLIES<br>594-776-727-000                                  | 07/09/2014<br>ksteinman<br>OFFICE SUPPLIES              | 08/19/2014 | 49.99<br>49.99       | 0.00    | P      | Y<br>08/12/2014        |
| 10041281<br>40180       | JOHN'S STEREO INC<br>SUPPLIES<br>594-776-727-000                                  | 06/24/2014<br>ksteinman<br>OFFICE SUPPLIES              | 08/19/2014 | 114.35<br>114.35     | 0.00    | P      | Y<br>06/30/2014        |
| 10042018<br>40181       | JOHN'S STEREO INC<br>SUPPLIES<br>592-559-727-000                                  | 08/07/2014<br>ksteinman<br>OFFICE SUPPLIES              | 08/19/2014 | 8.78<br>8.78         | 0.00    | P      | Y<br>08/12/2014        |
| S102870526.001<br>40182 | KENDALL ELECTRIC INC<br>SUPPLIES<br>582-558-741-000                               | 07/31/2014<br>ksteinman<br>OPERATING SUPPLIES           | 08/19/2014 | 253.24<br>253.24     | 0.00    | P      | Y<br>08/12/2014        |
| S102386724.001<br>40276 | KENDALL ELECTRIC INC<br>PIER LIGHTS<br>582-558-933-000                            | 02/19/2014<br>ksteinman<br>REPAIRS/MAINTENANCE - EQUIPM | 08/19/2014 | 53.28<br>53.28       | 0.00    | P      | Y<br>06/30/2014        |
| 555707<br>40183         | KENNEDY INDUSTRIES INC<br>REPLACEMENT PUMP<br>592-569-973-001-0080                | 07/31/2014<br>ksteinman<br>SEWER SYSTEM EQUIPMENT       | 08/19/2014 | 1,971.00<br>1,971.00 | 0.00    | P      | Y<br>08/12/2014        |
| 237963 NLM<br>40184     | KREIS, ENDERLE, HUDGINS & BORSOS PC<br>ATTORNEY SERVICES<br>101-210-801-000       | 08/06/2014<br>ksteinman<br>PROFESSIONAL/CONSULTING FEES | 08/19/2014 | 528.00<br>528.00     | 0.00    | P      | Y<br>08/12/2014        |
| 17141<br>40231          | LAKESHORE IRRIGATIONI LLC<br>REPAIRS<br>101-301-933-000                           | 07/28/2014<br>ksteinman<br>REPAIRS/MAINTENANCE - EQUIP  | 08/19/2014 | 227.50<br>227.50     | 0.00    | P      | Y<br>08/13/2014        |
| 0183620-IN<br>40236     | LIFELOC TECHNOLOGIES INC<br>NEW CASE, PUMP, SOFTWARE, CALIBRAT<br>101-301-802-000 | 07/28/2014<br>ksteinman<br>OTHER CONTRACTUAL SERVICES   | 08/19/2014 | 129.00<br>129.00     | 0.00    | P      | Y<br>08/13/2014        |

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| Inv Num<br>Inv Ref# | Vendor<br>Description<br>GL Distribution   | Inv Date<br>Entered By  | Due Date   | Inv Amt                                    | Amt Due | Status | Jrnalized<br>Post Date |
|---------------------|--|---|------------|--|---------|--------|------------------------|
| 7/17/14<br>40271    | LITTLE OSCAR'S SCREEN PRINTS<br>SHIRTS<br>101-446-729-001<br>591-558-729-001<br>592-558-729-001<br>101-751-729-001 | 07/17/2014<br>ksteinman<br>OTHER CLOTHING & SUPPLIES<br>OTHER CLOTHING & SUPPLIES<br>OTHER CLOTHING & SUPPLIES<br>OTHER CLOTHING & SUPPLIES | 08/19/2014 | 294.00<br>73.50<br>73.50<br>73.50<br>73.50 | 0.00    | P      | Y<br>08/13/2014        |
| SIN000320<br>40253  | MAGNET FORENSICS<br>SUPPLIES<br>101-350-741-000  | 07/29/2014<br>ksteinman<br>OPERATING SUPPLIES   | 08/19/2014 | 2,174.00<br>2,174.00                       | 0.00    | P      | Y<br>08/13/2014        |
| 32934<br>40186      | MICHIGAN ELECTION RESOURCES<br>ELECTION SUPPLIES<br>101-191-727-000  | 08/06/2014<br>ksteinman<br>OFFICE SUPPLIES  | 08/19/2014 | 41.80<br>41.80                             | 0.00    | P      | Y<br>08/12/2014        |
| 05-10266<br>40251   | MIDWEST CIVIL ENGINEERS INC<br>ENGINEERING SERVICES- 2014<br>202-463-801-000-0166                                  | 08/05/2014<br>ksteinman<br>PROFESSIONAL/CONSULTING FEES   | 08/19/2014 | 1,980.00<br>1,980.00                       | 0.00    | P      | Y<br>08/13/2014        |
| 74087<br>40185      | MUZZALL GRAPHICS<br>BUSINESS CARDS<br>101-301-727-000<br>101-371-727-000   | 08/08/2014<br>ksteinman<br>OFFICE SUPPLIES<br>OFFICE SUPPLIES   | 08/19/2014 | 97.36<br>48.68<br>48.68                    | 0.00    | P      | Y<br>08/12/2014        |
| 5129<br>40187       | OTTAGAN PLUMBING & TESTING INC<br>REPAIRS<br>594-776-931-000   | 08/04/2014<br>ksteinman<br>REPAIRS/MAINT-BLDS & STRCTRES  | 08/19/2014 | 78.00<br>78.00                             | 0.00    | P      | Y<br>08/12/2014        |
| 8/5/14<br>40227     | PAT'S PRONTO PRINT<br>BEACH PARKING PERMITS<br>577-751-741-000   | 08/05/2014<br>ksteinman<br>OPERATING SUPPLIES   | 08/19/2014 | 144.08<br>144.08                           | 0.00    | P      | Y<br>08/13/2014        |
| 14299<br>40188      | PLAYWORLD MIDSTATES<br>PHOENIX STREET BENCHES<br>250-729-974-018-0150<br>250-729-974-018-0150                      | 08/06/2014<br>ksteinman<br>CARNIVAL 6' BENCH<br>FREIGHT   | 08/19/2014 | 8,220.01<br>7,351.02<br>868.99             | 0.00    | P      | Y<br>06/30/2014        |

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| Inv Num  | Vendor               | Inv Date                     | Due Date   | Inv Amt  | Amt Due | Status | Jrnlized   |
|----------|----------------------|------------------------------|------------|----------|---------|--------|------------|
| Inv Ref# | Description          | Entered By                   |            |          |         |        | Post Date  |
|          | GL Distribution      |                              |            |          |         |        |            |
| 900559   |                      |                              |            |          |         |        |            |
| 40205    | POLYDYNE INC         | 07/25/2014                   | 08/19/2014 | 2,070.00 | 0.00    | P      | Y          |
|          | CLARIFLOC            | ksteinman                    |            |          |         |        | 08/12/2014 |
|          | 592-559-741-000      | OPERATING SUPPLIES           |            | 2,070.00 |         |        |            |
| 5850609  |                      |                              |            |          |         |        |            |
| 40189    | POWER LINE SUPPLY CO | 08/05/2014                   | 08/19/2014 | 1,018.50 | 0.00    | P      | Y          |
|          | MAINTENANCE SUPPLIES | ksteinman                    |            |          |         |        | 08/12/2014 |
|          | 582-558-933-000      | REPAIRS/MAINTENANCE - EQUIPM |            | 1,018.50 |         |        |            |
| 5850415  |                      |                              |            |          |         |        |            |
| 40190    | POWER LINE SUPPLY CO | 08/05/2014                   | 08/19/2014 | 100.00   | 0.00    | P      | Y          |
|          | MAINTENANCE SUPPLIES | ksteinman                    |            |          |         |        | 08/12/2014 |
|          | 582-558-933-000      | REPAIRS/MAINTENANCE - EQUIPM |            | 100.00   |         |        |            |
| 5850608  |                      |                              |            |          |         |        |            |
| 40191    | POWER LINE SUPPLY CO | 08/05/2014                   | 08/19/2014 | 30.99    | 0.00    | P      | Y          |
|          | MAINTENANCE SUPPLIES | ksteinman                    |            |          |         |        | 08/12/2014 |
|          | 582-558-933-000      | REPAIRS/MAINTENANCE - EQUIPM |            | 30.99    |         |        |            |
| 5850610  |                      |                              |            |          |         |        |            |
| 40192    | POWER LINE SUPPLY CO | 08/05/2014                   | 08/19/2014 | 261.64   | 0.00    | P      | Y          |
|          | MAINTENANCE SUPPLIES | ksteinman                    |            |          |         |        | 08/12/2014 |
|          | 582-558-933-000      | REPAIRS/MAINTENANCE - EQUIPM |            | 261.64   |         |        |            |
| 5850611  |                      |                              |            |          |         |        |            |
| 40193    | POWER LINE SUPPLY CO | 08/05/2014                   | 08/19/2014 | 53.44    | 0.00    | P      | Y          |
|          | MAINTENANCE SUPPLIES | ksteinman                    |            |          |         |        | 08/12/2014 |
|          | 582-558-933-000      | REPAIRS/MAINTENANCE - EQUIPM |            | 53.44    |         |        |            |
| 5850612  |                      |                              |            |          |         |        |            |
| 40194    | POWER LINE SUPPLY CO | 08/05/2014                   | 08/19/2014 | 15.97    | 0.00    | P      | Y          |
|          | MAINTENANCE SUPPLIES | ksteinman                    |            |          |         |        | 08/12/2014 |
|          | 582-558-933-000      | REPAIRS/MAINTENANCE - EQUIPM |            | 15.97    |         |        |            |
| 5850614  |                      |                              |            |          |         |        |            |
| 40195    | POWER LINE SUPPLY CO | 08/05/2014                   | 08/19/2014 | 219.65   | 0.00    | P      | Y          |
|          | MAINTENANCE SUPPLIES | ksteinman                    |            |          |         |        | 08/12/2014 |
|          | 582-558-933-000      | REPAIRS/MAINTENANCE - EQUIPM |            | 219.65   |         |        |            |
| 5850414  |                      |                              |            |          |         |        |            |
| 40196    | POWER LINE SUPPLY CO | 08/05/2014                   | 08/19/2014 | 18.80    | 0.00    | P      | Y          |
|          | MAINTENANCE SUPPLIES | ksteinman                    |            |          |         |        | 08/12/2014 |
|          | 582-558-933-000      | REPAIRS/MAINTENANCE - EQUIPM |            | 18.80    |         |        |            |

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|---------------------|---|------------------------------|------------|---------|---------|--------|------------------------|
| 5850368<br>40197    | POWER LINE SUPPLY CO<br>MAINTENANCE SUPPLIES<br>582-558-933-000 | 08/05/2014<br>ksteinman      | 08/19/2014 | 705.18  | 0.00    | P      | Y<br>08/12/2014        |
|                     |   | REPAIRS/MAINTENANCE - EQUIPM |            | 705.18  |         |        |                        |
| 5850420<br>40198    | POWER LINE SUPPLY CO<br>CLOTHING<br>582-558-729-001             | 08/05/2014<br>ksteinman      | 08/19/2014 | 908.00  | 0.00    | P      | Y<br>08/12/2014        |
|                     |   | OTHER CLOTHING & SUPPLIES    |            | 908.00  |         |        |                        |
| 5850616<br>40199    | POWER LINE SUPPLY CO<br>MAINTENANCE SUPPLIES<br>582-558-933-000 | 08/05/2014<br>ksteinman      | 08/19/2014 | 527.00  | 0.00    | P      | Y<br>08/12/2014        |
|                     |   | REPAIRS/MAINTENANCE - EQUIPM |            | 527.00  |         |        |                        |
| 5848351<br>40200    | POWER LINE SUPPLY CO<br>MAINTENANCE SUPPLIES<br>582-558-729-001 | 07/29/2014<br>ksteinman      | 08/19/2014 | 955.00  | 0.00    | P      | Y<br>08/12/2014        |
|                     |   | OTHER CLOTHING & SUPPLIES    |            | 955.00  |         |        |                        |
| 5848340<br>40201    | POWER LINE SUPPLY CO<br>MAINTENANCE SUPPLIES<br>582-558-729-001 | 07/29/2014<br>ksteinman      | 08/19/2014 | 795.00  | 0.00    | P      | Y<br>08/12/2014        |
|                     |   | OTHER CLOTHING & SUPPLIES    |            | 795.00  |         |        |                        |
| 5848203<br>40202    | POWER LINE SUPPLY CO<br>MAINTENANCE SUPPLIES<br>582-558-933-000 | 07/29/2014<br>ksteinman      | 08/19/2014 | 536.07  | 0.00    | P      | Y<br>08/12/2014        |
|                     |   | REPAIRS/MAINTENANCE - EQUIPM |            | 536.07  |         |        |                        |
| 5848034<br>40203    | POWER LINE SUPPLY CO<br>MAINTENANCE SUPPLIES<br>582-558-933-000 | 07/29/2014<br>ksteinman      | 08/19/2014 | 7.71    | 0.00    | P      | Y<br>08/12/2014        |
|                     |   | REPAIRS/MAINTENANCE - EQUIPM |            | 7.71    |         |        |                        |
| 5849119<br>40204    | POWER LINE SUPPLY CO<br>MAINTENANCE SUPPLIES<br>582-558-933-000 | 07/31/2014<br>ksteinman      | 08/19/2014 | 132.58  | 0.00    | P      | Y<br>08/12/2014        |
|                     |   | REPAIRS/MAINTENANCE - EQUIPM |            | 132.58  |         |        |                        |
| 5852473<br>40246    | POWER LINE SUPPLY CO<br>MAINTENANCE SUPPLIES<br>582-558-933-000 | 08/12/2014<br>ksteinman      | 08/19/2014 | 787.18  | 0.00    | P      | Y<br>08/13/2014        |
|                     |   | REPAIRS/MAINTENANCE - EQUIPM |            | 787.18  |         |        |                        |

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|---------------------|---|--------------------------------|------------|----------|---------|--------|-----------------------|
| 5851746<br>40256    | POWER LINE SUPPLY CO<br>MAINTENANCE SUPPLIES<br>582-558-933-000 | 08/08/2014<br>ksteinman        | 08/19/2014 | 4,556.58 | 0.00    | P      | Y<br>08/13/2014       |
|                     |   | REPAIRS/MAINTENANCE - EQUIPM   |            | 4,556.58 |         |        |                       |
| 5852472<br>40257    | POWER LINE SUPPLY CO<br>MAINTENANCE SUPPLIES<br>582-558-933-000 | 08/12/2014<br>ksteinman        | 08/19/2014 | 679.00   | 0.00    | P      | Y<br>08/13/2014       |
|                     |   | REPAIRS/MAINTENANCE - EQUIPM   |            | 679.00   |         |        |                       |
| 5852471<br>40277    | POWER LINE SUPPLY CO<br>MAINTENANCE SUPPLIES<br>582-558-933-000 | 08/12/2014<br>ksteinman        | 08/19/2014 | 367.41   | 0.00    | P      | Y<br>08/13/2014       |
|                     |   | REPAIRS/MAINTENANCE - EQUIPM   |            | 367.41   |         |        |                       |
| 63963<br>40206      | PREIN & NEWHOF<br>LAND APPLICATION<br>592-559-802-000           | 07/31/2014<br>ksteinman        | 08/19/2014 | 220.00   | 0.00    | P      | Y<br>08/12/2014       |
|                     |   | OTHER CONTRACTUAL SERVICES     |            | 220.00   |         |        |                       |
| 43839<br>40228      | PRI MAR PETROLEUM INC<br>CARS WASHED<br>661-450-935-000         | 07/31/2014<br>ksteinman        | 08/19/2014 | 30.00    | 0.00    | P      | Y<br>08/13/2014       |
|                     |   | REPAIRS/MAINTENANCE - VEHICLES |            | 30.00    |         |        |                       |
| 146909<br>40258     | RATHCO SAFETY SUPPLY INC<br>SUPPLIES<br>101-446-741-000         | 08/06/2014<br>ksteinman        | 08/19/2014 | 3,840.00 | 0.00    | P      | Y<br>08/13/2014       |
|                     |   | OPERATING SUPPLIES             |            | 3,840.00 |         |        |                       |
| 146908<br>40259     | RATHCO SAFETY SUPPLY INC<br>CONES<br>101-446-741-000            | 08/06/2014<br>ksteinman        | 08/19/2014 | 1,042.50 | 0.00    | P      | Y<br>08/13/2014       |
|                     |   | OPERATING SUPPLIES             |            | 1,042.50 |         |        |                       |
| 146911<br>40266     | RATHCO SAFETY SUPPLY INC<br>SUPPLIES<br>101-446-741-000         | 08/06/2014<br>ksteinman        | 08/19/2014 | 66.11    | 0.00    | P      | Y<br>08/13/2014       |
|                     |   | OPERATING SUPPLIES             |            | 66.11    |         |        |                       |
| 146912<br>40267     | RATHCO SAFETY SUPPLY INC<br>SUPPLIES<br>101-446-741-000         | 08/06/2014<br>ksteinman        | 08/19/2014 | 360.00   | 0.00    | P      | Y<br>08/13/2014       |
|                     |   | OPERATING SUPPLIES             |            | 360.00   |         |        |                       |

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|---------------------|---|--|------------|------------------|---------|--------|-----------------------|
| 146910<br>40269     | RATHCO SAFETY SUPPLY INC<br>SUPPLIES<br>101-446-741-000                 | 08/06/2014<br>ksteinman<br>OPERATING SUPPLIES            | 08/19/2014 | 60.00<br>60.00   | 0.00    | P      | Y<br>08/13/2014       |
| 146907<br>40270     | RATHCO SAFETY SUPPLY INC<br>SUPPLIES<br>101-446-741-000                 | 08/06/2014<br>ksteinman<br>OPERATING SUPPLIES            | 08/19/2014 | 70.30<br>70.30   | 0.00    | P      | Y<br>08/13/2014       |
| 307952<br>40234     | RAY ALLEN MANUFACTURING LLC<br>SUPPLIES<br>265-301-805-000              | 07/30/2014<br>ksteinman<br>K-9 SERVICES & SUPPLIES       | 08/19/2014 | 434.80<br>434.80 | 0.00    | P      | Y<br>08/13/2014       |
| 100585<br>40207     | REPCOLITE PAINTS INC<br>PAINT<br>101-446-741-000                        | 07/30/2014<br>ksteinman<br>OPERATING SUPPLIES            | 08/19/2014 | 85.00<br>85.00   | 0.00    | P      | Y<br>08/12/2014       |
| EH43<br>40208       | RICE'S LOCKSMITH SERVICE<br>REPAIR LOCKSET<br>594-776-931-000           | 07/26/2014<br>ksteinman<br>REPAIRS/MAINT-BLDS & STRCTRES | 08/19/2014 | 68.00<br>68.00   | 0.00    | P      | Y<br>08/12/2014       |
| 52186<br>40232      | RIVER CITY REPRODUCTIONS<br>DYCKMAN AVE PROJECT<br>204-446-801-000-0158 | 08/08/2014<br>ksteinman<br>PROFESSIONAL/CONSULTING FEES  | 08/19/2014 | 718.50<br>718.50 | 0.00    | P      | Y<br>08/13/2014       |
| 232<br>40263        | ROLAND ELECTRIC LLC<br>TROUBLESHOOT FLICERING LIGHTS<br>577-751-802-000 | 08/08/2014<br>ksteinman<br>OTHER CONTRACTUAL SERVICES    | 08/19/2014 | 140.47<br>140.47 | 0.00    | P      | Y<br>08/13/2014       |
| 226<br>40264        | ROLAND ELECTRIC LLC<br>HAND DRYER REPAIRS<br>101-751-802-000            | 08/08/2014<br>ksteinman<br>OTHER CONTRACTUAL SERVICES    | 08/19/2014 | 150.00<br>150.00 | 0.00    | P      | Y<br>08/13/2014       |
| 230<br>40265        | ROLAND ELECTRIC LLC<br>ENTRANCE GATE REPAIRS<br>101-751-802-000         | 08/08/2014<br>ksteinman<br>OTHER CONTRACTUAL SERVICES    | 08/19/2014 | 120.00<br>120.00 | 0.00    | P      | Y<br>08/13/2014       |

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| Inv Ref#          | Description                   | Entered By              |            |           |         |        | Post Date  |
|                   | GL Distribution               |                         |            |           |         |        |            |
| JULY-SEPTEMBER    |                               |                         |            |           |         |        |            |
| 40260             | SOUTH HAVEN AIRPORT AUTHORITY | 08/28/2014              | 08/19/2014 | 18,797.02 | 0.00    | P      | Y          |
|                   | QUARTERLY CONTRIBUTION        | ksteinman               |            |           |         |        | 08/13/2014 |
|                   | 101-895-959-001               | AIRPORT AUTHORITY       |            | 18,797.02 |         |        |            |
| 9963              | SPENCER MANUFACTURING, INC    | 07/28/2014              | 08/19/2014 | 1,024.00  | 0.00    | P      | Y          |
| 40209             | DECALS                        | ksteinman               |            |           |         |        | 08/12/2014 |
|                   | 661-450-741-003               | REPAIR & MAINT SUPPLIES |            | 1,024.00  |         |        |            |
| 9981              | SPENCER MANUFACTURING, INC    | 08/07/2014              | 08/19/2014 | 416.00    | 0.00    | P      | Y          |
| 40278             | REPAIR LIGHT                  | ksteinman               |            |           |         |        | 08/13/2014 |
|                   | 661-450-741-003               | REPAIR & MAINT SUPPLIES |            | 416.00    |         |        |            |
| 7120985922-000001 |                               |                         |            |           |         |        |            |
| 40210             | STAPLES ADVANTAGE             | 07/16/2014              | 08/19/2014 | 79.63     | 0.00    | P      | Y          |
|                   | SUPPLIES                      | ksteinman               |            |           |         |        | 08/12/2014 |
|                   | 101-301-727-000               | OFFICE SUPPLIES         |            | 79.63     |         |        |            |
| 7122126572-000001 |                               |                         |            |           |         |        |            |
| 40211             | STAPLES ADVANTAGE             | 08/07/2014              | 08/19/2014 | 122.04    | 0.00    | P      | Y          |
|                   | SUPPLIES                      | ksteinman               |            |           |         |        | 08/12/2014 |
|                   | 591-558-741-000               | OPERATING SUPPLIES      |            | 19.21     |         |        |            |
|                   | 592-558-741-000               | OPERATING SUPPLIES      |            | 19.21     |         |        |            |
|                   | 101-446-741-000               | OPERATING SUPPLIES      |            | 19.21     |         |        |            |
|                   | 101-447-741-000               | OPERATING SUPPLIES      |            | 19.21     |         |        |            |
|                   | 582-558-741-000               | OPERATING SUPPLIES      |            | 19.21     |         |        |            |
|                   | 591-558-727-000               | OFFICE SUPPLIES         |            | 5.19      |         |        |            |
|                   | 592-558-727-000               | OFFICE SUPPLIES         |            | 5.20      |         |        |            |
|                   | 101-446-727-000               | OFFICE SUPPLIES         |            | 5.20      |         |        |            |
|                   | 101-447-727-000               | OFFICE SUPPLIES         |            | 5.20      |         |        |            |
|                   | 582-558-727-000               | OFFICE SUPPLIES         |            | 5.20      |         |        |            |
| 7119700692-000002 |                               |                         |            |           |         |        |            |
| 40212             | STAPLES ADVANTAGE             | 06/18/2014              | 08/19/2014 | 36.13     | 0.00    | P      | Y          |
|                   | SUPPLIES                      | ksteinman               |            |           |         |        | 08/12/2014 |
|                   | 101-301-741-000               | OPERATING SUPPLIES      |            | 36.13     |         |        |            |
| 7121812214-000001 |                               |                         |            |           |         |        |            |
| 40213             | STAPLES ADVANTAGE             | 08/01/2014              | 08/19/2014 | 105.51    | 0.00    | P      | Y          |
|                   | SUPPLIES                      | ksteinman               |            |           |         |        | 08/12/2014 |
|                   | 591-558-727-000               | OFFICE SUPPLIES         |            | 7.45      |         |        |            |
|                   | 592-558-727-000               | OFFICE SUPPLIES         |            | 7.45      |         |        |            |
|                   | 101-446-727-000               | OFFICE SUPPLIES         |            | 7.45      |         |        |            |

## INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

INVOICE DUE DATES 08/19/2014 - 08/19/2014

JOURNALIZED OPEN AND PAID

BANK CODE: 1 - CHECK TYPE: PAPER CHECK

| Inv Num           | Vendor  | Inv Date                    | Due Date   | Inv Amt | Amt Due | Status | Jrnalized       |
|-------------------|---|-----------------------------|------------|---------|---------|--------|-----------------|
| Inv Ref#          | Description   | Entered By                  |            |         |         |        | Post Date       |
|                   | GL Distribution   |                             |            |         |         |        |                 |
|                   | 101-447-727-000   | OFFICE SUPPLIES             |            | 7.45    |         |        |                 |
|                   | 582-558-727-000   | OFFICE SUPPLIES             |            | 7.46    |         |        |                 |
|                   | 591-558-741-000   | OPERATING SUPPLIES          |            | 13.65   |         |        |                 |
|                   | 592-558-741-000   | OPERATING SUPPLIES          |            | 13.65   |         |        |                 |
|                   | 101-446-741-000   | OPERATING SUPPLIES          |            | 13.65   |         |        |                 |
|                   | 101-447-741-000   | OPERATING SUPPLIES          |            | 13.65   |         |        |                 |
|                   | 582-558-741-000   | OPERATING SUPPLIES          |            | 13.65   |         |        |                 |
| <hr/>             |   |                             |            |         |         |        |                 |
| 7121814399-000001 |   |                             |            |         |         |        |                 |
| 40214             | STAPLES ADVANTAGE<br>SUPPLIES                                 | 08/02/2014<br>ksteinman     | 08/19/2014 | 346.54  | 0.00    | P      | Y<br>08/12/2014 |
|                   | 636-258-727-000   | OFFICE SUPPLIES             |            | 313.96  |         |        |                 |
|                   | 101-265-727-000   | OFFICE SUPPLIES             |            | 32.58   |         |        |                 |
| <hr/>             |   |                             |            |         |         |        |                 |
| 116638            |   |                             |            |         |         |        |                 |
| 40215             | STRAIN ELECTRIC COMPANY<br>TROUBLESHOOT STREET LIGHTS CIRCUIT | 07/02/2014<br>ksteinman     | 08/19/2014 | 492.36  | 0.00    | P      | Y<br>08/12/2014 |
|                   | 582-558-802-000   | OTHER CONTRACTUAL SERVICES  |            | 492.36  |         |        |                 |
| <hr/>             |   |                             |            |         |         |        |                 |
| 4102              |   |                             |            |         |         |        |                 |
| 40216             | T S LETTERING & GRAPHICS<br>BRIDGE PEDESTRAIN DETOUR SIGNS    | 08/06/2014<br>ksteinman     | 08/19/2014 | 116.00  | 0.00    | P      | Y<br>08/12/2014 |
|                   | 101-446-741-000   | OPERATING SUPPLIES          |            | 116.00  |         |        |                 |
| <hr/>             |   |                             |            |         |         |        |                 |
| 12274801639       |   |                             |            |         |         |        |                 |
| 40230             | TERMINIX PROCESSING CENTER<br>EXTERMINATING SERVICE           | 08/06/2014<br>ksteinman     | 08/19/2014 | 41.00   | 0.00    | P      | Y<br>08/13/2014 |
|                   | 101-301-802-000   | OTHER CONTRACTUAL SERVICES  |            | 41.00   |         |        |                 |
| <hr/>             |   |                             |            |         |         |        |                 |
| 14967             |   |                             |            |         |         |        |                 |
| 40237             | TRAF-O-TERIA SYSTEM<br>CUSTOM PRINTED ENVELOPE                | 07/29/2014<br>ksteinman     | 08/19/2014 | 398.87  | 0.00    | P      | Y<br>08/13/2014 |
|                   | 101-301-802-000   | OTHER CONTRACTUAL SERVICES  |            | 398.87  |         |        |                 |
| <hr/>             |   |                             |            |         |         |        |                 |
| IN36395           |   |                             |            |         |         |        |                 |
| 40235             | U S BUSINESS SYSTEMS INC<br>CONTRACT 7/1/14-9/30/14           | 07/28/2014<br>ksteinman     | 08/19/2014 | 99.14   | 0.00    | P      | Y<br>08/13/2014 |
|                   | 101-301-802-000   | OTHER CONTRACTUAL SERVICES  |            | 99.14   |         |        |                 |
| <hr/>             |   |                             |            |         |         |        |                 |
| JAMES PEZZUTO     |   |                             |            |         |         |        |                 |
| 40217             | UNIVERSITY OF NOTRE DAME<br>SUPERVISORY DEVELOPMENT           | 07/31/2014<br>ksteinman     | 08/19/2014 | 796.00  | 0.00    | P      | Y<br>08/12/2014 |
|                   | 582-558-860-000   | TRAVEL/CONFERENCES/TRAINING |            | 796.00  |         |        |                 |

## INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

INVOICE DUE DATES 08/19/2014 - 08/19/2014

JOURNALIZED OPEN AND PAID

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| Inv Num<br>Inv Ref#  | Vendor<br>Description<br>GL Distribution   | Inv Date<br>Entered By  | Due Date   | Inv Amt  | Amt Due | Status | Jrnlized<br>Post Date |
|----------------------|--|-------------------------|------------|----------|---------|--------|-----------------------|
| 0832961<br>40219     | UPLINK SECURITY LLC<br>MONTHLY SERVICE FEES<br>101-350-802-000                         | 07/01/2014<br>ksteinman | 08/19/2014 | 7.45     | 0.00    | P      | Y<br>08/12/2014       |
|                      | OTHER CONTRACTUAL SERVICES   |                         |            | 7.45     |         |        |                       |
| 409101<br>40218      | USA BLUE BOOK<br>DIGITAL TIMER<br>202-473-741-000                                      | 07/29/2014<br>ksteinman | 08/19/2014 | 47.69    | 0.00    | P      | Y<br>08/12/2014       |
|                      | OPERATING SUPPLIES   |                         |            | 47.69    |         |        |                       |
| 331448<br>40239      | USA BLUE BOOK<br>LAB SUPPLIES<br>591-000-506-004                                       | 04/29/2014<br>ksteinman | 08/19/2014 | 7,306.34 | 0.00    | P      | Y<br>06/30/2014       |
|                      | FEDERAL GRANT  |                         |            | 7,306.34 |         |        |                       |
| 415996<br>40250      | USA BLUE BOOK<br>LAB SUPPLIES<br>592-559-741-000                                       | 08/05/2014<br>ksteinman | 08/19/2014 | 1,029.95 | 0.00    | P      | Y<br>08/13/2014       |
|                      | OPERATING SUPPLIES   |                         |            | 1,029.95 |         |        |                       |
| INV00064638<br>40220 | VALLEY CITY SIGN<br>SIGNS<br>250-729-882-000<br>250-729-974-018                        | 07/29/2014<br>ksteinman | 08/19/2014 | 2,845.03 | 0.00    | P      | Y<br>08/12/2014       |
|                      | STREETSCAPE  |                         |            | 1,446.00 |         |        |                       |
|                      | CAPITAL PROJECTS   |                         |            | 1,399.03 |         |        |                       |
| 16953<br>40262       | WAGNER'S PLUMBING & HEATING<br>SOUTH BEACH RESTROOM REPAIRS<br>101-751-802-000         | 08/07/2014<br>ksteinman | 08/19/2014 | 216.87   | 0.00    | P      | Y<br>08/13/2014       |
|                      | OTHER CONTRACTUAL SERVICES   |                         |            | 216.87   |         |        |                       |
| 7/25/14<br>40224     | WEST MICHIGAN CRIMINAL JUSTICE<br>LEADERSHIP & MATERING PERFORMANCE<br>266-301-861-000 | 07/25/2014<br>ksteinman | 08/19/2014 | 400.00   | 0.00    | P      | Y<br>08/12/2014       |
|                      | POLICE TRAINING  |                         |            | 400.00   |         |        |                       |
| 154374<br>40233      | WINDEMULLER ELECTRIC, INC<br>UPDATE FIRMWARE ON CONTROLLER AND<br>204-446-802-000      | 05/30/2014<br>ksteinman | 08/19/2014 | 246.00   | 0.00    | P      | Y<br>06/30/2014       |
|                      | OTHER CONTRACTUAL SERVICES   |                         |            | 246.00   |         |        |                       |
| 159-1049763<br>40161 | WINGFOOT COMMERCIAL TIRE SYSTEMS<br>TIRES<br>661-450-741-003                           | 08/04/2014<br>ksteinman | 08/19/2014 | 139.73   | 0.00    | P      | Y<br>08/12/2014       |
|                      | REPAIR & MAINT SUPPLIES  |                         |            | 139.73   |         |        |                       |

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

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| Inv Num<br>Inv Ref#               | Vendor<br>Description<br>GL Distribution          | Inv Date<br>Entered By         | Due Date   | Inv Amt | Amt Due    | Status | Jrnlized<br>Post Date |
|-----------------------------------|---|--------------------------------|------------|---------|------------|--------|-----------------------|
| C143355<br>40221                  | WOODHAMS, INC , DON<br>REPAIRS<br>661-450-935-000 | 07/14/2014<br>ksteinman        | 08/19/2014 | 178.95  | 0.00       | P      | Y<br>08/12/2014       |
|                                   |   | REPAIRS/MAINTENANCE - VEHICLES |            | 178.95  |            |        |                       |
| C143451<br>40222                  | WOODHAMS, INC , DON<br>REPAIRS<br>661-450-935-000 | 07/17/2014<br>ksteinman        | 08/19/2014 | 97.88   | 0.00       | P      | Y<br>08/12/2014       |
|                                   |   | REPAIRS/MAINTENANCE - VEHICLES |            | 97.88   |            |        |                       |
| C143012<br>40223                  | WOODHAMS, INC , DON<br>REPAIRS<br>661-450-935-000 | 07/01/2014<br>ksteinman        | 08/19/2014 | 172.09  | 0.00       | P      | Y<br>08/12/2014       |
|                                   |   | REPAIRS/MAINTENANCE - VEHICLES |            | 172.09  |            |        |                       |
| # of Invoices:                    | 136   | # Due:                         | 0          | Totals: | 137,082.72 | 0.00   |                       |
| # of Credit Memos:                | 2   | # Due:                         | 0          | Totals: | (1,400.00) | 0.00   |                       |
| Net of Invoices and Credit Memos: |   |                                |            |         | 135,682.72 | 0.00   |                       |

Jser: ksteinman

INVOICE DUE DATES 08/19/2014 - 08/19/2014

DB: South Haven

JOURNALIZED OPEN AND PAID

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| Inv Num                         | Vendor                            | Inv Date   | Due Date | Inv Amt   | Amt Due | Status | Jrnalized |
|---------------------------------|-----------------------------------|------------|----------|-----------|---------|--------|-----------|
| Inv Ref#                        | Description                       | Entered By |          |           |         |        | Post Date |
|                                 | GL Distribution                   |            |          |           |         |        |           |
| --- TOTALS BY FUND ---          |                                   |            |          |           |         |        |           |
|                                 | 101 - GENERAL FUND                |            |          | 59,572.06 | 0.00    |        |           |
|                                 | 202 - MAJOR STREET FUND           |            |          | 2,027.69  | 0.00    |        |           |
|                                 | 204 - STREET FUND                 |            |          | 1,029.31  | 0.00    |        |           |
|                                 | 250 - DOWNTOWN DVLP AUTHORITY     |            |          | 14,864.44 | 0.00    |        |           |
|                                 | 251 - LOCAL DVLP FINANCE ATRH DIS |            |          | 2,400.00  | 0.00    |        |           |
|                                 | 260 - BROWNFIELD AUTHORITY        |            |          | 1,995.25  | 0.00    |        |           |
|                                 | 265 - NARCOTICS FUND              |            |          | 434.80    | 0.00    |        |           |
|                                 | 266 - POLICE TRAINING FUND        |            |          | 400.00    | 0.00    |        |           |
|                                 | 401 - CAPITAL PROJECTS FUND 1     |            |          | 1,139.52  | 0.00    |        |           |
|                                 | 545 - BLACK RIVER PARK FUND       |            |          | 63.50     | 0.00    |        |           |
|                                 | 577 - BEACH FUND                  |            |          | 672.49    | 0.00    |        |           |
|                                 | 582 - ELECTRIC FUND               |            |          | 15,568.38 | 0.00    |        |           |
|                                 | 591 - WATER FUND                  |            |          | 13,279.39 | 0.00    |        |           |
|                                 | 592 - SEWER FUND                  |            |          | 14,356.27 | 0.00    |        |           |
|                                 | 594 - MARINA FUND                 |            |          | 1,413.04  | 0.00    |        |           |
|                                 | 636 - INFORMATION SERVICES FUND   |            |          | 313.96    | 0.00    |        |           |
|                                 | 661 - MOTOR POOL FUND             |            |          | 6,152.62  | 0.00    |        |           |
| --- TOTALS BY DEPT/ACTIVITY --- |                                   |            |          |           |         |        |           |
|                                 | 000 - REVEUNES                    |            |          | 7,306.34  | 0.00    |        |           |
|                                 | 191 - ELECTIONS                   |            |          | 41.80     | 0.00    |        |           |
|                                 | 210 - LEGAL & PROFESSIONAL        |            |          | 528.00    | 0.00    |        |           |
|                                 | 258 - DATA PROCESSING             |            |          | 313.96    | 0.00    |        |           |
|                                 | 265 - BUILDINGS & GROUNDS         |            |          | 253.58    | 0.00    |        |           |
|                                 | 276 - CEMETERY DEPARTMENT         |            |          | 51.15     | 0.00    |        |           |
|                                 | 301 - POLICE                      |            |          | 13,365.76 | 0.00    |        |           |
|                                 | 350 - INFORMATION CENTER          |            |          | 4,703.65  | 0.00    |        |           |
|                                 | 371 - BUILDING INSPECTIONS        |            |          | 1,638.74  | 0.00    |        |           |
|                                 | 445 - DRAINS                      |            |          | 2,000.00  | 0.00    |        |           |
|                                 | 446 - HIGHWAYS & STREETS          |            |          | 17,657.28 | 0.00    |        |           |
|                                 | 447 - ENGINEERING                 |            |          | 110.32    | 0.00    |        |           |
|                                 | 450 - EQUIPMENT MAINTENANCE       |            |          | 6,152.62  | 0.00    |        |           |
|                                 | 463 - ROUTINE MAINTENANCE         |            |          | 1,980.00  | 0.00    |        |           |
|                                 | 473 - BRIDGES                     |            |          | 47.69     | 0.00    |        |           |
|                                 | 558 - OPERATIONS                  |            |          | 19,866.16 | 0.00    |        |           |
|                                 | 559 - TREATMENT                   |            |          | 12,791.98 | 0.00    |        |           |
|                                 | 560 - IPP PROGRAM                 |            |          | 1,268.56  | 0.00    |        |           |
|                                 | 569 - LIFSTATIONS - SOUTH HAVEN T |            |          | 1,971.00  | 0.00    |        |           |
|                                 | 622 - ENVIRONMENTAL CLEANUP       |            |          | 1,995.25  | 0.00    |        |           |
|                                 | 728 - ECONOMIC DEVELOPMENT        |            |          | 1,200.79  | 0.00    |        |           |
|                                 | 729 - DOWNTOWN DEVELOPMENT        |            |          | 14,864.44 | 0.00    |        |           |
|                                 | 751 - PARK DEPARTMENT             |            |          | 2,900.09  | 0.00    |        |           |

INVOICE REGISTER REPORT FOR CITY OF SOUTH HAVEN

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| Inv Num                         | Vendor                       | Inv Date   | Due Date | Inv Amt   | Amt Due | Status | Jrnalized |
|---------------------------------|------------------------------|------------|----------|-----------|---------|--------|-----------|
| Inv Ref#                        | Description                  | Entered By |          |           |         |        | Post Date |
|                                 | GL Distribution              |            |          |           |         |        |           |
| --- TOTALS BY DEPT/ACTIVITY --- |                              |            |          |           |         |        |           |
|                                 | 776 - OPERATIONS             |            |          | 1,476.54  | 0.00    |        |           |
|                                 | 895 - OTHER FUNCTIONS        |            |          | 18,797.02 | 0.00    |        |           |
|                                 | 901 - INDUSTRIAL DEVELOPMENT |            |          | 2,400.00  | 0.00    |        |           |

User: ksteinman

CHECK NUMBERS 48443 - 48504

DB: South Haven

| Check Date              | Bank | Check | Vendor    | Vendor Name                         | Amount     |
|-------------------------|------|-------|-----------|-------------------------------------|------------|
| Bank 1 FIFTH THIRD BANK |      |       |           |                                     |            |
| 07/31/2014              | 1    | 48443 | 002971    | YOUTH DEVELOPMENT COMPANY           | 5,000.00   |
| 08/01/2014              | 1    | 48444 | 000177    | AUTOWARES INC                       | 106.92     |
| 08/01/2014              | 1    | 48445 | 003145    | CANNEY'S WATER TREATMENT            | 62.99      |
| 08/01/2014              | 1    | 48446 | 000511    | CONLEY, RICHARD T                   | 90.00      |
| 08/01/2014              | 1    | 48447 | 000517    | CONSUMERS CONCRETE CORP             | 12.10      |
| 08/01/2014              | 1    | 48448 | 000519    | CONSUMERS ENERGY                    | 181.81     |
| 08/01/2014              | 1    | 48449 | 000648    | BRIAN DISSETTE                      | 31.36      |
| 08/01/2014              | 1    | 48450 | 000660    | DOMESTIC LINEN-KALAMAZOO            | 2,577.19   |
| 08/01/2014              | 1    | 48451 | 000765    | FBINAA MICHIGAN CHAPTER             | 200.00     |
| 08/01/2014              | 1    | 48452 | 000765    | FBINAA MICHIGAN CHAPTER             | 200.00     |
| 08/01/2014              | 1    | 48453 | 000843    | FRONTIER                            | 3,735.60   |
| 08/01/2014              | 1    | 48454 | 001067    | HI TEC BUILDING SERVICES            | 3,502.40   |
| 08/01/2014              | 1    | 48455 | 001169    | J & B LANDING                       | 104.00     |
| 08/01/2014              | 1    | 48456 | 001196    | JOHN'S STEREO INC                   | 16.97      |
| 08/01/2014              | 1    | 48457 | 001544    | MENARDS                             | 1,717.83   |
| 08/01/2014              | 1    | 48458 | 001848    | NORTH SHORE PEST CONTROL INC        | 50.00      |
| 08/01/2014              | 1    | 48459 | 002155    | RIDGE AND KRAMER AUTO PARTS         | 239.91     |
| 08/01/2014              | 1    | 48460 | 003297    | SPECTRUM HEALTH MEDICAL GROUP       | 15.00      |
| 08/01/2014              | 1    | 48461 | 002645    | TRACTOR SUPPLY CREDIT PLAN          | 193.96     |
| 08/01/2014              | 1    | 48462 | 002774    | PAUL VANDEN BOSCH                   | 42.20      |
| 08/01/2014              | 1    | 48463 | 002949    | WOLVERINE HARDWARE                  | 380.52     |
| 08/04/2014              | 1    | 48464 | 000597    | DEBRA DAVIDSON                      | 272.72     |
| 08/04/2014              | 1    | 48465 | 003268    | SUPERIOR PLAY, LLC                  | 12,425.00  |
| 08/05/2014              | 1    | 48466 | UB REFUND | BENNETT, JERRY L                    | 69.44      |
| 08/05/2014              | 1    | 48467 | UB REFUND | BETTEN, SUE                         | 124.88     |
| 08/05/2014              | 1    | 48468 | UB REFUND | FOWERS, TIFFANY J                   | 321.53     |
| 08/05/2014              | 1    | 48469 | UB REFUND | GILLIAM, SHELLEY A                  | 69.63      |
| 08/05/2014              | 1    | 48470 | UB REFUND | MARTIN, LOUISE D                    | 95.40      |
| 08/05/2014              | 1    | 48471 | UB REFUND | MCPIKE, KENNETH J                   | 170.92     |
| 08/05/2014              | 1    | 48472 | UB REFUND | SIMPSON, STEPHEN A                  | 150.51     |
| 08/05/2014              | 1    | 48473 | UB REFUND | STANBRO, ALAN M                     | 119.10     |
| 08/05/2014              | 1    | 48474 | UB REFUND | TANNER, TIFFANY I                   | 326.57     |
| 08/05/2014              | 1    | 48475 | UB REFUND | UNIVERSALL HOME HEALTH CARE LLC     | 226.10     |
| 08/05/2014              | 1    | 48476 | UB REFUND | WITHEY, ROSALIE                     | 4.87       |
| 08/06/2014              | 1    | 48477 | 000463    | CITY OF SOUTH HAVEN                 | 6,648.84   |
| 08/06/2014              | 1    | 48478 | 003178    | EXTERIOR SITE SERVICES/COTTAGE CARE | 6,136.00   |
| 08/06/2014              | 1    | 48479 | 000994    | HAPA LLC                            | 1,555.00   |
| 08/06/2014              | 1    | 48480 | 001196    | JOHN'S STEREO INC                   | 27.98      |
| 08/06/2014              | 1    | 48481 | 001346    | LAKEWOOD INC                        | 141,848.00 |
| 08/06/2014              | 1    | 48482 | 002424    | SOUTH HAVEN/CASCO                   | 86,577.62  |
| 08/06/2014              | 1    | 48483 | 000994    | HAPA LLC                            | 16,107.99  |
| 08/07/2014              | 1    | 48484 | UB REFUND | ALTISOURCE SOLUTIONS                | 292.28     |
| 08/07/2014              | 1    | 48485 | 003213    | DALE CLAYTON                        | 76.73      |
| 08/07/2014              | 1    | 48486 | UB REFUND | GOODRICH, RUSSELL A                 | 550.00     |
| 08/07/2014              | 1    | 48487 | UB REFUND | HEAVIN, HOWARD                      | 207.10     |
| 08/07/2014              | 1    | 48488 | 001286    | KNOX, JARED                         | 79.26      |
| 08/07/2014              | 1    | 48489 | UB REFUND | LANGSTON, CARL E JR                 | 180.00     |
| 08/07/2014              | 1    | 48490 | 003046    | AMANDA MORGAN                       | 44.86      |
| 08/07/2014              | 1    | 48491 | 003047    | ERIC SMITH                          | 76.73      |
| 08/07/2014              | 1    | 48492 | UB REFUND | THOMAS, LAVONIA                     | 130.76     |
| 08/11/2014              | 1    | 48493 | 000059    | ALLEGAN COUNTY TREASURER            | 1,775.53   |
| 08/11/2014              | 1    | 48494 | 001329    | LAKE MICHIGAN COLLEGE               | 46,842.76  |
| 08/11/2014              | 1    | 48495 | 002410    | SOUTH HAVEN MEMORIAL LIBRARY        | 15,478.45  |
| 08/11/2014              | 1    | 48496 | 002415    | SOUTH HAVEN PUBLIC SCHOOLS          | 414,783.50 |
| 08/11/2014              | 1    | 48497 | 002757    | VAN BUREN COUNTY TREASURER          | 271,352.51 |
| 08/12/2014              | 1    | 48498 | UB REFUND | ALVARADO, JOAN M                    | 6.74       |
| 08/12/2014              | 1    | 48499 | 002479    | STAR & CHARLIE                      | 200.00     |
| 08/13/2014              | 1    | 48500 | 000065    | ALLIED MECHANICAL SERVICES INC      | 1,546.29   |
| 08/13/2014              | 1    | 48501 | 000882    | DUREYA GIBSON                       | 185.00     |
| 08/13/2014              | 1    | 48502 | 003250    | GREAT LAKES SCUTTLEBUTT             | 500.00     |
| 08/13/2014              | 1    | 48503 | 000994    | HAPA LLC                            | 8,875.04   |
| 08/13/2014              | 1    | 48504 | 002824    | ED WAINRIGHT                        | 7,375.50   |

## 1 TOTALS:

|                            |              |
|----------------------------|--------------|
| Total of 62 Checks:        | 1,062,297.90 |
| Less 0 Void Checks:        | 0.00         |
| Total of 62 Disbursements: | 1,062,297.90 |

User: ksteinman

CHECK DATE FROM 08/05/2014 - 08/05/2014

DB: South Haven

| Check Date                | Bank | Check | Vendor | Vendor Name | Amount           |
|---------------------------|------|-------|--------|-------------|------------------|
| Bank 1 FIFTH THIRD BANK   |      |       |        |             |                  |
| 08/05/2014                | 1    | 55(E) | 003062 | MCAAA       | <u>23,026.42</u> |
| 1 TOTALS:                 |      |       |        |             |                  |
| Total of 1 Checks:        |      |       |        |             | 23,026.42        |
| Less 0 Void Checks:       |      |       |        |             | <u>0.00</u>      |
| Total of 1 Disbursements: |      |       |        |             | <u>23,026.42</u> |

| Check Date                | Bank | Check | Vendor | Vendor Name      | Amount            |
|---------------------------|------|-------|--------|------------------|-------------------|
| Bank 1 FIFTH THIRD BANK   |      |       |        |                  |                   |
| 07/01/2014                | 1    | 56(E) | 003227 | FIFTH THIRD BANK | <u>131,797.25</u> |
| 1 TOTALS:                 |      |       |        |                  |                   |
| Total of 1 Checks:        |      |       |        |                  | 131,797.25        |
| Less 0 Void Checks:       |      |       |        |                  | <u>0.00</u>       |
| Total of 1 Disbursements: |      |       |        |                  | 131,797.25        |



# City of South Haven

## Department of Public Works

DPW Building • 1199 8<sup>th</sup> Ave. • South Haven, Michigan 49090  
Telephone (269) 637-0737 • Fax (269) 637-4778

### MEMORANDUM

**To:** Brian Dissette, City Manager  
Roger Huff, DPW Director  
Bob Miller WFP Supervisor

**From:** Larry Halberstadt, PE, City Engineer

**Date:** August 11, 2014

**RE:** Cross Connection Control Program

### Background Information

The City of South Haven operates a Cross Connection Control Program in accordance with Part 14 of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended and the Administrative Rules that have been established by the Michigan Department of Environmental Quality (MDEQ). The Administrative Rules have been adopted by the City of South Haven by Ordinance (Sec. 86-57 Code of Ordinances).

A cross connection is defined as a connection or arrangement of piping or appurtenances through which a backflow could occur. Backflow means water of questionable quality, wastes or other contaminants entering a public water supply system due to a reversal of flow. The purpose of the program is to ensure that clean water within the distribution system is not contaminated due to a backflow event.

The Cross Connection Control Program generally involves annual inspections of industrial, commercial, institutional, and other miscellaneous water users for potential cross connections. Facilities with backflow preventers are inspected annually to ensure that preventative maintenance is being performed on the backflow preventers. Record keeping and filing annual reports with the MDEQ are also part of the program.

Over the past thirteen years, the Cross Connection Control Program has been performed by HydroDesigns of Troy, Michigan as a contractual service. HydroDesigns has provided these services since April of 2011 for an amount of \$995 per month or \$11,940 per year.

Our current contract with HydroDesigns ended in March of this year. HydroDesigns has continued providing services on a month to month basis for the monthly fee of \$995. Over the past several months, Bob Miller, WFP Supervisor, has met with several firms that provide cross connection control services and solicited proposals for the next three year period. A total of two proposals were received. H<sub>2</sub>O Compliance Services, Inc. proposes to provide the services for \$933.33 per month or \$11,199.96 annually. HydroDesigns proposes to provide the services for \$995.00 per month or \$11,940.00 per year.

**Memorandum**

August 11, 2014

Cross Connection Control Program

Page 2 of 2

In evaluating the proposals, staff has utilized the policies set forth in Section 2-70 of the Code of Ordinances. In particular, subsection 2 states that the City Manager and City Council may consider “whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.” Although H<sub>2</sub>O Compliance Services, Inc. submitted a lower cost proposal, staff feels that switching contractors at this time could cause a delay in providing services because the new contractor would essentially be building a new program. Staff would also need to spend significant time with the new contractor. This is time that could be better spent performing other filtration plant maintenance activities.

HydroDesigns has provided satisfactory service to the City over the past 13 years. In addition, HydroDesigns is familiar with the City’s customers who are required to participate in the Cross Connection Control Program. Because of their familiarity with the City’s customer base and prior years of successful service, it is recommended that HydroDesigns be selected to continue these contractual services for the City.

At their July 28, 2014 regular meeting, the Board of Public Utilities reviewed the proposals and approved a motion recommending award of contractual services to HydroDesigns for the Cross Connection Control Program.

**Council Priorities:**

Priority #5; Infrastructure Maintenance and Improvements: City Council desires to maintain the highest quality public infrastructure. Continuing the Cross Connection Control Program will assist in keeping the City’s drinking water clean and free from potential contaminants.

**Recommendation:**

City Council should review the proposals at their regular meeting scheduled for August 18, 2014. If the recommendation from the Board of Public Utilities is acceptable, Council should award contractual services for the Cross Connection Control Program to HydroDesigns of Troy, Michigan in the amount of \$995.00 per month or \$11,940.00 per year for a three year period to begin in August of 2014 and end in July of 2017.

**Support Material:**

MDEQ Cross Connection Brochure  
Proposal – H<sub>2</sub>O Compliance Services, Inc.  
Proposal – HydroDesigns  
Backflow Prevention Presentation

## What can be done?

Homeowners as well as plant managers, business persons, administrators, and school officials all must share the responsibility to protect potable water piping systems from contamination through cross connections. Each should contact either the local water utility or the local health department for assistance in locating and correcting cross connection hazards. Residents supplied by private well sources must assume total control of their water system and safeguard it from contamination. In many instances involving residential cross connections, the installation of a hose bib (faucet) vacuum breaker can prevent backsiphonage of contaminants and provide adequate protection of the homeowner's water system and consequently, the utility's water system.

This means equipping each outside hose connection and hose connections in the basement and laundry room with a simple and inexpensive vacuum breaker. These devices can be obtained from hardware stores or plumbing shops for under \$10 each. In other instances, more elaborate protective devices may be necessary. For those situations, assistance in determining what device is appropriate may be needed.



HOSE BIBB VACUUM BREAKER

Questions concerning cross connection control and backflow prevention may be directed to the:

- ◆ Michigan Department of Environmental Quality  
Water Bureau, Lansing Operations Division  
517-241-1300;
- ◆ Michigan Department of Labor and Economic  
Growth  
Bureau of Construction Codes & Fire Safety  
Plumbing Division  
517-241-9330;
- ◆ your local health department or your local  
water department.

Prepared by:

Michigan Department of Environmental Quality  
Michigan Department of Labor & Economic  
Growth, State Plumbing Board  
Michigan Section, American Water Works Association



Printed on  
Recycled Paper

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Total Cost: \$481.20  
Michigan Department of Environmental Quality **DEQ**

Total Copies: 2,000  
Cost Per Copy: \$ .24



The Michigan Department of Environmental Quality (MDEQ) will not discriminate against any individual or group on the basis of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. Questions or concerns should be directed to the MDEQ Office of Human Resources, PO Box 30473, Lansing, MI 48909.

# Cross connections



A cross connection is an arrangement of piping which could allow undesirable water, sewage, or chemical solutions to enter your drinking (potable) water system as a result of backflow. Cross connections with potable piping systems have resulted in numerous cases of illness and even death.

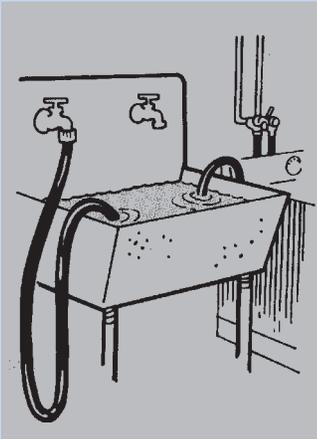
Historically, cross connections have been one of the most serious public health threats to a drinking water supply system, and many times are present in a residential water system.

## What is backflow and

### how can it occur?

Backflow is the reversal of normal flow in a system due to backsiphonage or backpressure.

Backsiphonage backflow occurs when a vacuum is induced on a piping system, just like drinking from a glass with a drinking straw. A garden hose or a hose connected to a laundry tub can act as a "drinking straw" allowing undesirable liquids to be drawn through it by backsiphonage. Some typical situations which cause backsiphonage action include:



- watermain breaks or repairs occurring in the system at a point of lower elevation than your service point;
- high water flow rates exerted on a watermain due to fire fighting, hydrant flushing, large system demands or major piping breaks;
- booster pumps taking direct suction from potable water supply piping; or
- undersized piping.

Whenever the drinking water supply system is directly connected to another piping system or process which operates at a higher system pressure, backpressure backflow can occur. Typical causes of backpressure backflow include:

- nonpotable piping systems equipped with pumping equipment (irrigation well interconnected with a potable system, for example);
- steam or hot water boilers; or
- heat exchangers.

### What is the law?

Cross connections with potable piping systems are prohibited by state plumbing codes. Additionally, Michigan water utilities are required to have a cross connection control inspection program of their water customers to eliminate and prevent cross connections. Common commercial and industrial users posing a public health threat include:

- industries with private wells;
- industries with chemically treated boilers;
- plating operations, chemical processing plants;
- funeral homes, mortuaries;
- marina facilities;
- hospitals, nursing homes;
- research laboratories;
- car washes, laundromats; and
- school facilities.

Most utilities have made inspections of these facilities and have had corrective action taken where necessary. However, due to a lack of staff resources, many utilities cannot effectively carry out a residential cross connection inspection

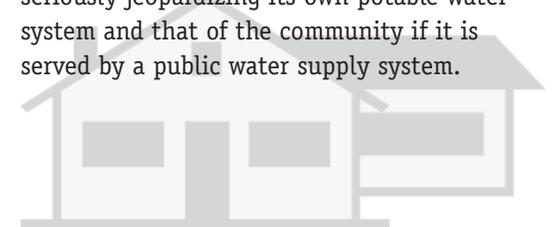
program. Consequently, residential water users could remain a potential health threat to the public water supply system and to other system customers.

### What hazards threaten the homeowner?

Many common household uses for water pose a public health threat to the potable water supply system whether the home is supplied by municipal water or by a private well. Principal areas of water use in the home that pose a threat due to cross connections are:

- a hose connection to a chemical solution aspirator to feed lawn/shrub herbicides, pesticides, and fertilizers;
- lawn irrigation systems;
- chemically treated heating systems;
- water softeners;
- hose connections to a water outlet or laundry tub;
- swimming pools;
- solar heating systems;
- private nonpotable water supplies;
- noncode (siphonable) ball cock assemblies in toilets; and
- water-operated sump drain devices.

This list of potential cross connection hazards is by no means complete. A private residence that has one or two of these situations is seriously jeopardizing its own potable water system and that of the community if it is served by a public water supply system.



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# Cross Connection Control Program Proposal

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Prepared for:

## City of South Haven



|   |
|---|
| Prepared by:<br><b>David Cardinal</b><br>1.866.328.7727<br>dcardinal@h2ocsi.com<br><b>H2O Compliance Services, Inc.</b> |
|---|

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## 1. Identification

H2O Compliance Services, Inc.  
1450 E. South St.  
P.O. Box 338  
Owosso, MI 48867

Michael Brown – Owner/CEO  
Phone: 989.729.7527  
Fax: 989.723.5125  
Email: [mbrown@h2ocsi.com](mailto:mbrown@h2ocsi.com)

David Cardinal – Municipal Director  
Phone: 989.729.7527  
Fax: 989.723.5125  
Email: [dcardinal@h2ocsi.com](mailto:dcardinal@h2ocsi.com)

## 2. Qualifications

### 2.1. Background

Thank you for the opportunity to present our proposal to you. H2O Compliance Services is proud to have the opportunity to discuss our capabilities with you and how our services will meet your needs.

Founded in 2001 and headquartered in Owosso Michigan, H2O Compliance Services is highly recognized in the water industry for the quality of services and our customer service. Our primary focus is assisting communities with protection of their potable water distribution system through our Cross Connection Control (CCC) Program Management. Our staff has vast experience with over 70 years combined experience with CCC program development/management and the cross connection industry. We utilize XC2® Software water management program as the engine for managing CCC program data and notifications. Our aim is to provide a complete CCC program management service which enables our clients to concentrate on their mainstream activities.

**Our Mission** is to provide superior services and responsive, friendly and attentive support to our customers so that they may be most effective in their work to provide clean safe drinking water and related services to the public.

### 2.2. Related Project Experience and Familiarity with Local Standards and Requirements

H2O Compliance services works closely with the Michigan Department of Environmental Quality to assure our program management complies with State requirements. We are also involved with presenting at MDEQ training sessions, as well as serving as a board member of the Michigan Backflow Prevention Association.

Section 2.2 continued

H2O Compliance Services is currently providing complete cross connection control (CCC) program management and services to the municipalities listed below:

**City of Traverse City – Complete CCC Program Management** including CCC Plan review/update, Ordinance review/update, generate all program notices i.e. inspection notices, compliance notices, non-compliance notices, backflow assembly test notices, conduct on-site inspections and provide the annual MDEQ Water Supply Cross Connection Report.

Justin Roy - Water/Wastewater Maintenance Supervisor (269) 922-4923

**City of East Lansing – Complete CCC Program Management** including CCC Plan review/update, Ordinance review/update, generate all program notices i.e. inspection notices, compliance notices, non-compliance notices, backflow assembly test notices, conduct on-site inspections and provide the annual MDEQ Water Supply Cross Connection Report.

Todd Sneathen - Director of Public Works (517) 337-1731

**City of St. Johns – Complete CCC Program Management** including CCC Plan review/update, Ordinance review/update, generate all program notices i.e. inspection notices, compliance notices, non-compliance notices, backflow assembly test notices, conduct on-site inspections and provide the annual MDEQ Water Supply Cross Connection Report.

Al Sodman - Water Systems Supervisor (989) 224-8944

**Village of Fowlerville – Complete CCC Program Management** including CCC Plan review/update, Ordinance review/update, generate all program notices i.e. inspection notices, compliance notices, non-compliance notices, backflow assembly test notices, conduct on-site inspections and provide the annual MDEQ Water Supply Cross Connection Report.

Kathy Arledge - Village Clerk (517) 223-3771 ext. 14

**City of Corunna – Complete CCC Program Management** including CCC Plan review/update, Ordinance review/update, generate all program notices i.e. inspection notices, compliance notices, non-compliance notices, backflow assembly test notices, conduct on-site inspections and provide the annual MDEQ Water Supply Cross Connection Report.

Tim Crawford - Superintendent of Public Works (989) 743-5040

Section 2.2 continued

**City of Owosso - Complete CCC Program Management** including CCC Plan review/update, Ordinance review/update, generate all program notices i.e. inspection notices, compliance notices, non-compliance notices, backflow assembly test notices, conduct on-site inspections and provide the annual MDEQ Water Supply Cross Connection Report.

Gary Burk – Utilities Director (989) 725-0555

### **2.3. XC2® Backflow Prevention Management Software**

XC2® was founded in 1989 and is considered a leading company serving water and wastewater utilities with industry specific applications. Software capabilities include but not limited to:

- Backflow assembly inventory
  - Assembly information: type, size, manufacturer, model, serial number
  - Record location, GPS points, hazard type and level
  - Test history: last test date and tester, next test date
- Automatic reminders
  - Inspections due, follow-up notices, tests due, tester certification, failed/pass assembly tests, requirements due
- Compliance reporting
  - One-click reporting for MDEQ Water Supply Cross Connection Report
  - Summary reports or detail of all activity in a date range
  - Summary reports of on-site inspection reports
  - User-definable reports allow creating whatever reports are necessary
- Send notices automatically
  - Import City logo/letterhead
  - Test due notices and follow-up notices
  - Pre-printed test report forms
  - Certified tester list
- Track test results history
  - Complete test results or pass/fail only
  - Next test dates are automatically calculated
  - Maintain unlimited history of test records
- Cross connection surveys and inspections
  - Record and track surveys and inspections
  - Schedule and record inspection dates and compliance status
  - Non-compliance notices and follow-up notices



## 2.4. Project Team

### **Michael Brown - Owner/Master Plumber**

Mr. Brown has been in the plumbing industry since 1976 and a business owner since 1981. As the owner of H2O Compliance Services Mr. Brown is responsible for business development and overseeing day to day operations. For the past 11 years he has worked extensively with Ford, Chrysler, GM, Michigan Dairy and numerous municipalities within the State of Michigan. Not only responsible for day to day operations Mr. Brown is entrenched in the day to day field services and has gained a thorough understanding of the intimate details of how to work with and develop long term relationships with our customers, backflow testers and your water customers.

#### ***Credentials:***

- **Licensed Master Plumber since 1982**
- **Licensed Plumbing Contractor**
- **Michigan Plumbing & Mechanical Contractors Association and Michigan Board of Plumbing**
  - o *Cross Connection Control Tester 1992*
- **University of Southern California Foundation for Cross-Connection Control and Hydraulic Research**
  - o *Cross Connection Control Program Specialist 2004*
- **University of Florida - TREEO Center**
  - o *Introduction to Backflow Prevention 2007*
  - o *Cross Connection Control: Survey and Inspection 2007*
  - o *Cross Connection Control: Ordinance and Organization 2007*
  - o *Cross Connection Control Program Manager 2007*
  - o *Backflow Prevention Tester Training and Certification 2007*

### **David Cardinal - Municipal Director**

Mr. Cardinal has been in the cross connection control industry since 1994. He is responsible for establishing business practices, field operation procedures, and administrative functions related to cross connection control program management. He has a successful record of accomplishments in the cross connection control industry. Experienced in program development, program/project management developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service and client satisfaction.

Mr. Cardinal has assisted with developing State certified training programs in Michigan and Wisconsin and has trained hundreds of Michigan Department of Environmental Quality, Michigan Department of Health, Wisconsin Department of Natural Resources and over 1500 municipal employees, plumbers and miscellaneous contractor employees. He has been a guest speaker at many conferences and training seminars.

#### ***Credentials:***

- **Michigan Backflow Prevention Association Board Member since 2007**

Section 2.4 continued

- **Michigan Certified Backflow Prevention Assembly Tester Certification – 2010**
- **University of Wisconsin**
  - o *Certified Backflow Preventer Tester 2007*
- **Dale Carnegie**
  - o *Management Training for Managers 2005*
- **University of Florida – TREEO Center**
  - o *Cross Connection Control: Survey and Inspection 2003*
  - o *Cross Connection Control: Ordinance and Organization 2003*
  - o *Cross Connection Control Program Manager 2003*
- **University of Southern California Foundation for Cross-Connection Control and Hydraulic Research**
  - o *Backflow Prevention Assembly Testing 1998*

#### **Parker Brown – Field Inspector**

Mr. Brown is a recent graduate from Michigan State University where he earned a bachelor's degree in education and earned his teaching certificate. He has spent the last two years teaching elementary aged children. Mr. Brown is responsible for performing technical and program administration work in support of the Municipal Department. Coordinate and perform on-site inspections at individual water customers to evaluate each water connection for cross connection hazards. Assist with developing educational and training material and assist with developing training sessions.

#### **Credentials:**

- **Michigan State University**
  - o Bachelor's degree in education – 2010

### **3. Project Approach**

#### **3.1. Understanding of the Requested Services**

We have designed our proposal to be responsive to what we know of your needs. Based on the Request for Proposal for Cross Connection Control Management Services, our own research and our knowledge of the industry, we have aimed to demonstrate that we can meet your needs as follows:

1. Conduct a program start-up meeting to establish, review and/or update current program procedures.
2. Review/update existing Ordinance.
3. Review/update written CCC plan as required by MDEQ.
4. Conduct four hundred eighty (480) initial inspections, compliance reviews and re-inspections at non-residential water customers serviced by the City of South Haven. Inspections will be performed over a three (3) year period, approximately one hundred sixty (160) inspections per year. Inspections will be

Section 3.1 continued

- conducted using the isolation/containment approach as supported by the Michigan Department of Environmental Quality (MDEQ).
5. Manage all program data using the XC2 software® water management program:
    - Generate and mail all associated program notices e.g. inspection, non-compliance and backflow assembly testing notices.
  6. Provide quarterly status reports to include; Inspections completed, Compliance Status, Inspection Notices Sent, Testing Notices Sent and Number of backflow assemblies tested.
  7. Program Status Meeting(s) – Conduct a yearly meeting at the contract anniversary date or as necessary to review program progress.
  8. Provide up to six (6) A.S.S.E. #1011 approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility in order to achieve compliance.
  9. MDEQ Water Supply Cross Connection report – Generate and meet with you to review the required annual report.
  10. Provide water customer service and support, education and awareness information via brochures, phone, fax or email.
  11. Provide detailed phone logs for all incoming calls.
  12. Assist with coordinating and participate in a Public Information Meeting and Tester Meeting to explain the Cross-Connection Control Program.

### **3.2 Contractors Summary**

Our cross connection control program services, based on years of successful / practical experience ensures that your program will be managed the way I would personally expect:

- Our primary focus is to assure we provide the highest level of professional yet personal attentive service to you and your water customers.
- Consistent interpretation of codes and guidelines.
- Familiarity with all codes and regulations will assure a smooth transition, including documentation and data.
- We have designed our proposal assuming that we would start work immediately.
- We always look at more than one way to have a water customer achieve compliance keeping cost in mind, but not compromising the integrity of the program.
- Data is backed-up daily on-site and weekly data back-up is maintained at an off-site location.
- If at any time we fall below expectations this contract may be terminated with thirty (30) days' notice in writing.

### **3.3 Quality Control**

The quality control program for our services is headed up by David Cardinal, Municipal Director of H2O Compliance Services. His responsibility is continuously reviewing our operating procedures, in-field inspection review and behind the scene documentation

Section 3.3 continued

e.g. inspection field forms and subsequent follow-up notifications. In addition the XC2 data management software has several built in checks and balances, to assure the most accurate information is being processed.

#### **4. Scope of Services:**

Provide complete cross connection control inspections and data management including:

- 4.1 Complete inspection (initial inspection and/or re-inspection), at the direction of the City of South Haven, of approximately 160 commercial, industrial, institutional facilities and miscellaneous water customers per year located within the City of South Haven water distribution system using the containment and isolation review approach as supported by the State of Michigan Department of Environmental Quality, Water Division. Unless otherwise specified, all inspections will be of the entire potable water system. Inspectors will survey all exposed piping and use the point-of-use inventory method of inspection. Initial inspections shall include first time inspections of new accounts not previously included in the cross connection program. Re-inspections shall include the annual inspection of high hazard accounts annually, and the periodic (two - five years) inspection of low hazard accounts. Compliance inspections shall consist of inspections at accounts of corrective actions completed to confirm correction of previously noticed non-compliance conditions.
- 4.2 Determine the inspection schedules, obtain City approval of the schedules, and coordinate the schedules.
- 4.3 Coordinate and notify customers of testing requirements and inspections and/or re-inspections in writing.
- 4.4 Provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place the facility into immediate compliance at the time of inspection.
- 4.5 All testable and non-testable backflow prevention devices, program requirements and relevant code violations will be documented during an on-site inspections.
- 4.6 All existing backflow prevention devices, (i.e. testable and non-testable) must be inspected, inventoried and documented. Records shall be maintained of the account Owner's device test results. All testable backflow prevention assemblies will be required to be tested annually.
- 4.7 Generate all program notifications for users failing initial inspections and/or re-inspections informing them of installation requirements and/or testing requirements.

Section 4 continued

- 4.8 Perform compliance inspections for each non-compliant location upon notification of completion of compliance requirements. All compliance inspections will be scheduled and completed as required.
- 4.9 Provide full-time phone support for customer questions staffed by a trained individual. The Contractor's phone will be staffed during normal business hours Monday through Friday. An answering service will be provided for after hour calls.
- 4.10 Contractor will provide detailed phone logs for all incoming calls. Date in and response dates are to be included.
- 4.11 Coordinate, manage and track the testing of all testable backflow prevention devices in accordance with MDEQ requirements. Services to include testing notification, requirements, receipt of executed test report, and maintenance of all testing data. All testing results will be maintained for a period of 7 years.
- 4.12 Submit comprehensive management reports to the City of South Haven. Status reports will include the number of inspections completed, notices sent, tests overdue, inspections overdue, a listing of inspections and re-inspections scheduled for the upcoming period, upcoming notifications, a list of facilities in, or not in, compliance.
- 4.13 Provide comprehensive annual reports for each calendar year of the Contract and obtain any required approval of the annual report from the MDEQ.
- 4.14 Provide comprehensive bound annual report that includes a program summary, copy of the annual MDEQ report, a detailed listing of all inspection locations, and individual listing of those facilities in, or not in compliance, inspections completed, sites never inspected, and notifications sent.
- 4.15 Provide progress review meetings with the City's designated representative to discuss program status and specific recommendations as requested. The City may revise the Contractor's proposed work plan to concentrate on new and/or higher priority and non compliant cross connection locations, provided that the total number of annual inspections shall not be changed except by mutual agreement, or contract amendment.
- 4.16 The inspector will check-in/out with the designated contact person on a daily basis or as requested during the inspection period. The check in will include a list of inspections scheduled for the day. The check out will include a verbal summary and the number of inspections completed for the day.
- 4.17 All expenses related to "time and travel" for completion of job scope is to be included in unit process for inspections.
- 4.18 The contractor shall not be required to enter into confined spaces.
- 4.19 In the event the designated contact person requests and the Contractor consents to

Section 4 continued

perform additional services, inspections or other changes in the scope of services involving consulting, management, operation, maintenance, and repair of the utility delivery system or private water service or cross connection device; both shall agree on the terms and compensation prior to performing such extra work.

- 4.20 Provide any required revisions to the existing Cross-Connection Control Plan specific to the City of South Haven as required by the State of Michigan Department of Environmental Quality. The plan revisions must include code adaptation, references, program intent, standard operational procedures, all program notice documentation, reporting procedures (including daily, monthly & annually), backflow prevention devices including detailed installation schematics, piping identification, and preference standards.

The plan must include a detailed re-inspection schedule for all facilities. The frequency for re-inspection of each facility will be influenced by the degree of hazard existing within the facility. The re-inspection frequency of each facility will be based on a 1 to 5 year time period. Contractor must work with the City of South Haven and the MDEQ to get the plan approved. Contractor must submit plan to the MDEQ for approval.

- 4.21 The Contractor shall provide written report on specific events or accounts upon request.
- 4.22 The Contractor agrees to and shall hold the City of South Haven, its elected and appointed officials, and employees harmless from any liability claims and damages for personal injury or property damage which is caused by or arises from the sole negligence of the Contractor in the performance of its services under this agreement. The City of South Haven agrees to and shall hold the Contractor, its officers and employees harmless from any liability for claims and damages for personal injury or property damage which is caused by or arises from the sole negligence of the City of South Haven in the performance of its services under this agreement. In the event that both are found by a claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. The Contractor's liability to the City of South Haven for any loss, damage, claim or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this scope of services, and mutually agreed changes in the scope of services, shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided herein. The Contractor shall in no event be liable for indirect or consequential damages, including but not limited to, loss or revenue, or loss of facilities, based upon the approved scope of services, negligence, or any other cause of action. Nothing in this scope of services or resulting contract shall limit the decisions or damages of a competent court of jurisdiction.
- 4.23 The Contractor's relationship to the City of South Haven shall be that of an independent contractor and not one of an employee. For the purpose of all federal, state and local laws and regulations, the City of South Haven shall exercise primary management, operational and financial decision making authority.



5 Fee Proposal Cross-Connection Control Program

DESCRIPTION

Perform four hundred eighty (480) inspections over a three (3) year period

Year 1: Program implementation/administration \$11,199.96
Price per inspection \$70.00

Year 2: Program implementation/administration \$11,199.96
Price per inspection \$70.00

Year 3: Program implementation/administration \$11,199.96
Price per inspection \$70.00

Total program cost \$33,599.88

We will bill in thirty six (36) monthly increments of \$933.33

Company Name: H2O Compliance Services, Inc.

Address: 1450 E. South St., P.O. Box 338, Owosso, MI 48867

Agent Name: David Cardinal Agent's Title: Municipal Director

Telephone Number: (989) 729-7527 Fax Number: (989) 723-5125

E-Mail Address: dcardinal@h2ocsi.com

Agent's Signature: [Handwritten Signature] Date: 4/25/2014

## Corporate Headquarters

5700 Crooks Rd., Ste. 100

Troy, MI 48098

800.690.6651 toll free

248.250.5000 phone

248.786.1788 fax



[www.hydrodesignsinc.com](http://www.hydrodesignsinc.com)

July 22, 2014

Bob Miller  
Superintendent  
Water Filter Plant  
City of South Haven  
539 Phoenix Street  
South Haven, MI 49090

*Part 14 of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended, (Act 399) and the Administrative Rules contain the Cross-Connection Regulations that public water systems must follow regarding Cross-Connection Control. R325.11401 – R325.11407*

Dear Mr. Miller,

Based on your current program we have prepared a program that will meet your specific Cross-Connection Control Program needs. Also, included within this package is our standard Professional Services Agreement. For your convenience, this presentation has been divided into four sections. They include:

- ◆ Background
- ◆ Executive Summary
- ◆ Professional Services Agreement
- ◆ Appendix

This proposal is based upon completing a total of **125** initial inspections, compliance inspections/re-inspections of your commercial, industrial & institutional facilities on an annual basis. These inspection numbers are based upon a total number of commercial/industrial connections estimated at **450**. There are currently 39 high hazard facilities and an estimated 411 low hazard facilities.

This proposal is based on a period of 36 months. High hazard facilities will be re-inspected on an annual basis with all the remaining low hazard facilities being inspected on a five-year re-inspection frequency. HDI will assess the degree of hazard of each facility and determined the re-inspection frequency.

If you have any questions please feel free to contact me at 248.250.5022 or via email at ***ppatterson@hydrodesignsinc.com***. We look forward to working with you and the City of South Haven again on this project.

Sincerely,

Paul Patterson  
Director of Operations

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# Proposal

July 22, 2014

Robert Miller  
Superintendent, Water Filter Plant  
City of South Haven  
539 Phoenix Street  
South Haven, MI 49090

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Hydro Designs, Inc. Background

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Executive Summary

1

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Professional Service Agreement

2 – 8

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Appendix

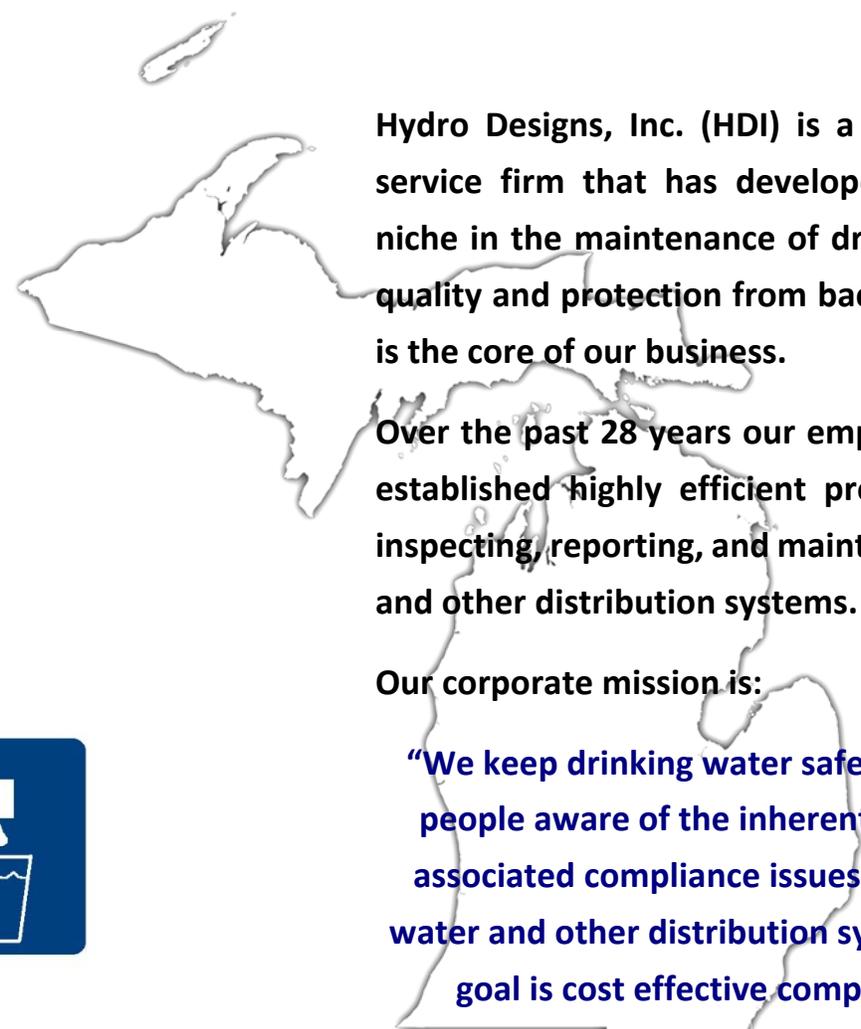
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# We Keep Drinking Water Safe.....”



Hydro Designs, Inc. (HDI) is a professional service firm that has developed a unique niche in the maintenance of drinking water quality and protection from backflow which is the core of our business.

Over the past 28 years our employees have established highly efficient procedures for inspecting, reporting, and maintaining water and other distribution systems.

Our corporate mission is:

**“We keep drinking water safe. We make people aware of the inherent risks and associated compliance issues related to water and other distribution systems. Our goal is cost effective compliance.”**



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# Executive Summary

## Program Recommendations

Based on your current program, HDI will provide the following services to the City of South Haven. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of South Haven with the necessary data and information to maintain compliance with the Michigan Department of Environmental Quality (DEQ) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HDI, you may expect completion of the following elements within a three (3) year period. The components of the project include:

1. Annually, perform a minimum of **125** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the DEQ Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HDI Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, DEQ Water Bureau Cross Connection Report.
9. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

**Monthly Amount: \$ 995.00**

**Annual Amount: \$ 11,940.00**

**Contract Total: \$ 35,820.00**

Contract Amount is based upon a 36-month period. HDI will invoice in 36 equal amounts of \$ 995.00



# PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this \_\_\_\_\_ by and between the City of South Haven, organized and existing under the laws of the State of Michigan, referred to as “Utility”, and Hydro-Designs, Inc. a Michigan Corporation, referred to as “HDI”.

WHEREAS, the Utility supplies potable water throughout its geographic boundaries to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HDI is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HDI to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

## ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HDI as an independent contractor to inspect its potable water distribution system in public, commercial and industrial facilities within the community and document its findings. Each party to this agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water user’s facilities, complete and accurate data is not always available.

## ARTICLE II. Scope of Services

The scope of services to be provided by HDI under this Agreement will include the inspections, compliance, preparation of quarterly management reports, and annual cross connection reports with respect to the Facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Service”). Should other reports be included within the scope of services, the same shall be appended to this Agreement as Exhibit 1.

**2.1 PROGRAM REVIEW.** HDI will review for the Utility Cross Connection Control Program. Items for review include the following:

- Review state & local regulations
- Review wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Prioritize Inspections
- Review procedures and protocol for addressing specific hazards
- Review program reporting procedures
- Review educational and public awareness brochures
- Obtain updated facility listing and address information
- Establish facility inspection schedule
- Review high hazard and large industrial facility inspection/containment procedures



- 2.2 INSPECTIONS.** HDI will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Department of Environmental Quality– Water Bureau Cross Connection Control Rules.
- *Initial Inspection* – the first time an HDI representative inspects a facility for cross connections. Degree of Hazard is assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
  - *Compliance Inspection* – subsequent visit by an HDI representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
  - *Re-Inspection* – Revisit by an HDI representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle).
- 2.3 INSPECTION SCHEDULE.** HDI shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility designated contact person. Initial check in to include a list of inspections scheduled. An exit interview will include a list of inspections completed.
- 2.4 PROGRAM DATA.** HDI will generate and document the required program data for the facilities listed below (in 2.10) using the HDI Software Data Management Program. Program Data shall remain property of the Utility; however, the HDI Software Data Management program shall remain the property of HDI. Data Services to include:
- Prioritizing and scheduling of inspections
  - Notify users of inspections, backflow device installation and testing requirements
  - Monitor inspection and testing compliance
  - Maintenance of program to comply with all DEQ regulations
- 2.5 MANAGEMENT REPORTS.** HDI will submit comprehensive management reports on a quarterly & annual basis to the Utility, which will include the following:
- Report format to include electronic updates and/or hard copy
  - Electronic reports will be available in a downloadable format
  - Number of facilities inspected/surveyed
  - Number of facilities compliant/non-compliant
  - Backflow prevention assembly testing notices sent and compliance status
- 2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HDI will review the current cross-connection control ordinance and cross-connection control plan. Items for review include:
- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
  - Re-inspection frequency for all facilities.
  - Backflow prevention assembly testing requirements.
- 2.7 VACUUM BREAKERS.** Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection.
- 2.8 PUBLIC RELATIONS PROGRAM.** HDI will continue to assist the Utility with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.



**2.9 SUPPORT.** HDI will provide ongoing support via phone, fax, text, internet or email for the contract period.

**2.10 FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users

**Complex Facilities.** The primary responsibility of the water utility through the State of Michigan Cross-Connection Rules is to protect the public water supply distribution against the entrance of contaminants and/or pollutants. When the water utility is faced with a facility, (i.e., complex piping or potentially hazardous systems) whose internal piping system is difficult or too complex to follow or is subject to frequent unauthorized changes, service line protection or "containment" of the premises should be required. It is the responsibility of the owner of the property to provide adequate protection of the internal plumbing system from cross connections.

**2.11 INSPECTION TERMS.** HDI will perform **375** total inspections over a three (3) year contract period. The total inspections include all initial inspections, compliance and re-inspections.

**2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENTAL QUALITY & MICHIGAN ADMINISTRATIVE CODE.** HDI will assist in compliance with DEQ and Michigan Administrative Code cross connection control program requirements for all commercial, industrial, institutional and public authority facilities.

**2.13 POLICY MANUAL.** HDI will review and/or develop the comprehensive cross connection control policy manual/plan.

**2.14 INVENTORY.** HDI shall inventory all accessible (ground level) backflow prevention assemblies and devices. Information for testable assemblies to include: location, size, make, model and serial number if applicable.

**2.15 DATA MANAGEMENT.** HDI shall provide data management and program notices for all inspection services throughout the contract period.

**2.16 ANNUAL YEAR END REVIEW.** HDI will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.

**2.17 CROSS CONNECTION CONTROL BROCHURES.** HDI will provide cross-connection control educational brochures for download at [www.hydrodesignsinc.com](http://www.hydrodesignsinc.com)

**2.18 INSURANCE.** HDI will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



### ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HDI, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HDI has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HDI a complete updated list of facilities to be inspected. Information to include facility name, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$70.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HDI with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

### ARTICLE IV. Term

- 4.1 TERM AND TERMINATION TERM.** Services by HDI under this Agreement shall commence on \_\_\_\_\_ and end three (3) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this agreement within 90 days of its receipt. Failure to execute this Agreement within the 90-day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement, HDI will continue to provide services as specified in this Agreement and the Agreement will automatically continue on a month-to-month basis at the same monthly contract dollar amount unless either party notifies the other in writing prior to sixty (60) calendar days before the end of this Agreement.
- 4.3 TERMINATION.** The Utility or HDI may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts of work performed by HDI.
- 4.4 BASE COMPENSATION.** From \_\_\_\_\_ the Utility shall pay HDI as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$995.00** per month, **\$11,940.00** annually for a three (3) year contract period totaling **\$35,820.00**.
- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HDI, all payments including base and other compensation shall be due and payable on the first day of each month (due date) for which services will be or have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this agreement. For any payment to HDI which is not made within thirty (30) calendar days after the due date, HDI shall receive interest at one and one-half (1½) percent per month on the unpaid balance.



- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility request and HDI consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility’s water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HDI shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility, additional costs incurred in (a) treating Abnormal or Biological Toxic Materials; (b) disposing of process residue; (c) meeting new or changed government regulations or reporting requirements, including changed effluent or potable water standards which increase the cost of operating the Facilities; (d) arising from construction or modification of the Facilities, or (e) expenditures for Capital Improvement and Capital Repairs.
- 4.7 CLIENT CONFIDENTIALITY.** All communications between HDI and the Utility regarding business practices and other methods and forms of doing business will be considered confidential, subject to the requirements of the Freedom of Information Act.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES** – HDI personnel will not enter into confined spaces.

**ARTICLE V. Risk Management**

- 5.1 INFORMATION.** Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping, complete accurate data is not always available.
- 5.2 INDEMNIFICATION.** HDI agrees to and shall hold the Utility, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HDI in the performance of its services under this Agreements. The Utility agrees to and shall hold HDI, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the Utility. In the event that both HDI and the Utility are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HDI’s liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HDI shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

**5.3 HDI INSURANCE.** HDI currently maintains the following insurance coverage’s and limits:

|  | Occurrence  | Aggregate   |
|--|-------------|-------------|
| Comprehensive General Liability              | \$1 Million | \$2 Million |
| Excess Umbrella Liability                    | \$5 Million | \$5 Million |
| Automobile Liability (Combined Single Limit) | \$1 Million |             |
| Worker’s Compensation/ Employer’s Liability  | \$1 Million |             |
| Errors and Omissions                         | \$2 Million | \$2 Million |

Within thirty (30) calendar days of the start of the project, HDI shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. These policies will be in effect at the time HDI takes possession of the



Facilities. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this agreement. The Utility and HDI agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HDI as the case may be.
- 5.5 RELATIONSHIP.** The relationship of HDI to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HDI shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HDI, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 REIMBURSABLE EXPENSES.** For the purpose of this Agreement, employee reimbursable expenses shall comply with the published Federal guidelines.
- 5.11 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.12 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has power authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.13 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by Oakland County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.



**5.14 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**5.15 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HDI:

Hydro Designs, Inc.  
c/o John Hudak  
5700 Crooks Road, Ste. 100  
Troy, MI 48337  
(248) 250-5005  
(248) 789-1788 fax

If to Utility:

Robert Miller  
Superintendent  
Water Filter Plant  
City of South Haven  
539 Phoenix Street  
South Haven, MI 49090

**5.16 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

**SIGNATURES**

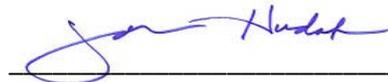
IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

**The City of South Haven**

\_\_\_\_\_  
By:

Its:

**Hydro-Designs, Inc.**



\_\_\_\_\_  
By: John Hudak

Its: President/COO



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## Appendix

### Specific Qualifications & Experience

**Hydro Designs, Inc.** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HDI conducts over 17,000 Cross Connection Control Inspections *annually*.
- HDI tracks and manages over 27,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HDI recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HDI currently serves over 160 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HDI staff and company are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HDI is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HDI to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



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## Professional Associations & Organizations

At Hydro Designs, we are citizens of our industry. HDI Associates are active members of the following professional organizations:

- American Backflow Prevention Association (ABPA)  
[www.abpa.org](http://www.abpa.org)
- American Public Works Association (APWA)  
[www.apwa.net](http://www.apwa.net)
- American Society of Sanitary Engineers (ASSE)  
[www.asse-plumbing.org](http://www.asse-plumbing.org)
- American Water Works Association (AWWA)  
[www.awwa.org](http://www.awwa.org)
- International Association of Plumbing & Mechanical Officials (IAPMO)  
[www.iapmo.org](http://www.iapmo.org)
- Michigan Section of American Water Works (MI-AWWA)  
[www.mi-water.org](http://www.mi-water.org)
- Michigan Rural Water Association (MRWA)  
[www.mrwa.net](http://www.mrwa.net) (Associate Member)
- National Rural Water Association (NRWA)  
[www.nrwa.org](http://www.nrwa.org) (Corporate Member)
- University of Southern California Center for Cross Connection Control & Hydraulic Research (USCCFCCC&HR)  
[www.usc.edu/dept/fcchr](http://www.usc.edu/dept/fcchr)

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## Project Staff

### **Glenn Adamus** **Vice President Operations**

Mr. Adamus has been with HDI for over ten years and is responsible for all field operations. He is conversant in Federal, State and industry drinking water regulations/guidelines as they apply to water quality control practices. Mr. Adamus holds a B.S. in Biochemistry and a Master's of Science in Environmental Science from the University of Michigan – Dearborn. He has performed various water quality analysis projects related to process water and potable water systems and has performed and managed industrial and state cross-connection control projects for over seven years.

In addition to his field experience, Mr. Adamus has the following certifications/training:

#### **Michigan Department of Environmental Quality (MDEQ) Water Bureau**

- Soil Erosion & Sedimentation Control Certification, Part 91 – Feb. 2005

#### **Michigan Department of Environmental Quality (MDEQ) Water Bureau**

- Certified Construction Site Storm Water Operator Certification – 2005

#### **Michigan Department of Environmental Quality (MDEQ) Water Bureau**

- Certified Industrial Site Storm Water Operator Certification – 2005

#### **University of Wisconsin Madison – College of Engineering**

- Cross-Connection Control and Backflow Prevention Assembly Testing Certificate, 2007
- Cross-Connection Control and Backflow Prevention Surveyor Certificate, 2009

#### **American Society of Sanitary Engineering (ASSE)**

- Series 5000, 5150 Backflow Prevention Program Administrator Certification, January 2010
- Certified Backflow Prevention Assembly Tester, August 2011



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## Project Staff (continued)

### **Paul Patterson** **Director, Municipal Division**

Mr. Patterson has been with HDI since 2004 and is responsible for overseeing operations of Cross Connection Control Programs in Delaware, Florida, Maryland, Michigan and Virginia. He also conducts training in Backflow Prevention and Cross Connection Control for the Michigan Department of Environmental Quality, Michigan Rural Water Association and Delaware Rural Water Association. Prior to HDI, Mr. Patterson was a member of the United States Air Force where he assisted in the implementation of a Cross Connection Control Program at a stateside installation and was involved in numerous construction projects worldwide. Mr. Patterson has over 18 years' experience in plumbing, water distribution, cross connection control and backflow prevention. In addition to his extensive experience Mr. Patterson has also held the following certifications through his career:

#### **State of Nevada**

- Water Distribution Operator
- Journeyman Plumbers License – Clark County
- CAL/NV AWWA Backflow Prevention Assembly Tester

#### **University of Florida – TREEO Center**

- Cross-connection Control Program Manager
- Cross-connection Control Ordinance & Organization
- Cross-connection Control Survey & Inspection
- Cross-connection Control Backflow Prevention Testing

#### **American Society of Sanitary Engineering**

- Cross-Connection Control Backflow Prevention Assembly Testing
- Cross-Connection Control Backflow Prevention Assembly Repair
- Backflow Prevention Program Administrator
- Instructor/Proctor – Backflow Prevention Assembly Tester Course
- Instructor/Proctor – Cross Connection Control Surveyor Course
- Instructor/Proctor – Backflow Prevention Program Administrator Course

#### **State of Virginia**

- Commercial Plumbing Inspector
- Backflow Prevention Device Worker

#### **International Code Council**

- Commercial Plumbing Inspector



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## Project Staff (continued)

### Mark Kneibel

#### Project Manager, Field Inspector

Mr. Kneibel joined HDI in July 2011 after working with the City of Wyoming, MI for over 25 years. He holds many licenses and certifications in the water industry and is very active in the Plumbing and Backflow Prevention association communities.

#### State of Michigan

- S-1 Waterworks System Operator, I.D. #5344, Expiration 1/2014
  - Journeyman Plumber, License #8214718
  - Plumbing Inspector, Registration #004035
  - Backflow Prevention Assembly Tester, Certification #95-221
- 

### Jerry Ayers

#### Project Manager, Field Inspector

Mr. Ayers has been employed with Hydro Designs, Inc. for over 5 years. Jerry has performed numerous cross-connection control surveys and inspections at large, complex, high hazard industrial facilities. He recently was promoted to Regional Manager for the Michigan Municipal Division. He holds the following industry certifications:

#### University of Florida – TREEO Center, June 2008

- Cross-Connection Control Program Manager Certificate
- Cross-Connection Control Ordinance & Organization Certificate
- Cross-Connection Control Survey & Inspection Certificate

#### University of Wisconsin – Madison, November 2006

- Cross-Connection Control and Backflow Prevention Certification

#### American Society of Sanitary Engineering (ASSE)

- Series 5000, 5150 Backflow Prevention Program Administrator Certification, January 2010
- Certified Backflow Prevention Assembly Tester, August 2011



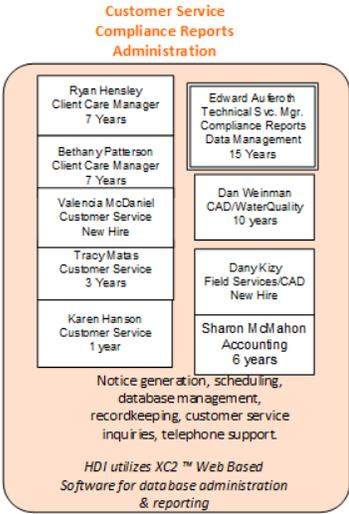
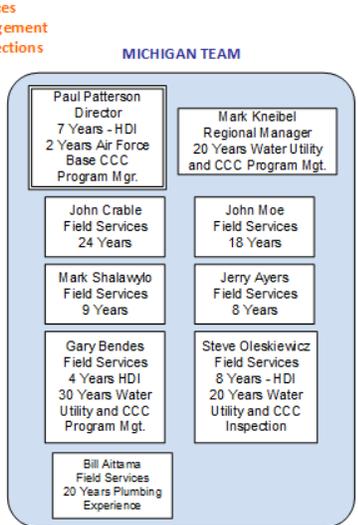
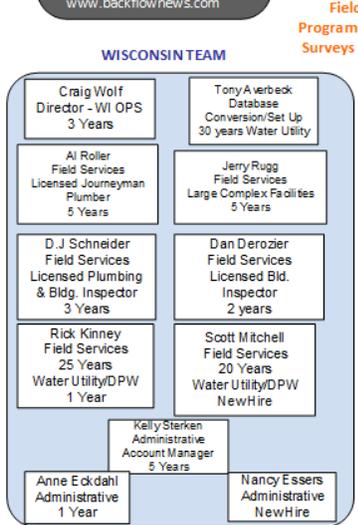
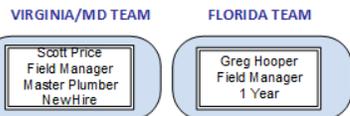
# Organizational Chart

Hydro Designs, Inc. (HDI)  
**Corporate Office**  
 5700 Crooks Road, Ste. 100  
 Troy, MI 48098  
 (800) 690.6651 or 248.250.5000  
 www.hydrodesignsinc.com  
 www.backflownews.com

Hydro Designs, Inc. (HDI)  
**Wisconsin Office**  
 2665 S. Moorland Rd., Ste. 209  
 New Berlin, WI 53151  
 (800)315.4305 or 262.264.6402  
 www.hydrodesignsinc.com  
 www.backflownews.com



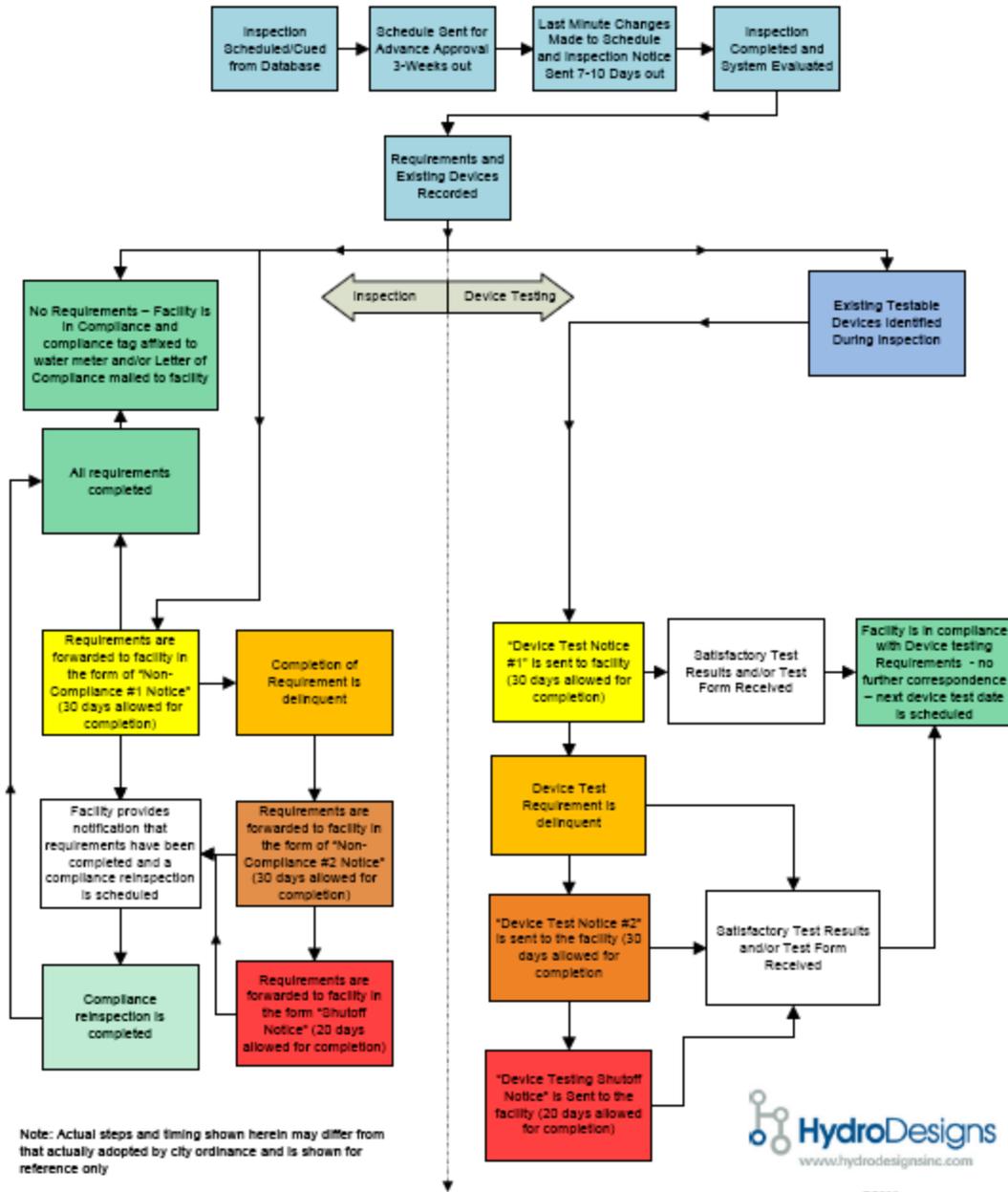
"Protect Before You Connect"



**Cross Connection Control Program**  
**Sample PLAN Components**



## Cross Connection Control Program Completion Process



**Cross-Connection Control Inspection & Backflow Prevention Assembly Testing Components – Process Flow Chart**



# Cross Connection Control Overview




Presented by  
**Hydro Designs**  
Cross-Connection Control  
800-690-6651

Hydro Designs, Inc.  
25 Years In Business  
16,000 Annual CCC On-Site Surveys  
250,000 Assemblies & Devices-Database Tracking  
160 Municipal Clients



- Experience
- Solutions
- Clients



Protecting the Drinking Water

## Regulations...

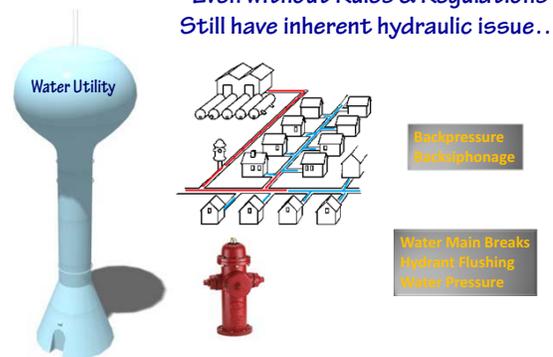
SDWA, MCL, LCR, SWTR, TCR, D/DBPR, etc. ...



Most regulatory mandates regarding drinking water focus on enforcing water quality standards at the treatment plant and not within the distribution system.

## An Inherent Problem...

Even without Rules & Regulations Still have inherent hydraulic issue...



Water Utility

Backpressure  
Backflow

Water Main Breaks  
Hydrant Flushing  
Water Pressure

## It's Not Something New...

**Article from 1930!**

PUBLIC HEALTH ENGINEERING  
ARTHUR P. MILLER, C. E.  
CONTROL OF CROSS-CONNECTIONS IN TEXAS CITIES  
W. N. DARRIELL AND EDGAR WITZBERG  
Sanitary Engineer and Assistant Water Supply Engineer, Dallas, Tex.

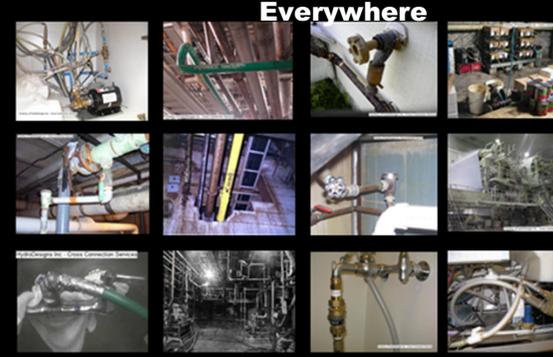
**BEFORE** about 1920 cross-connections of private water supply systems with the public water supply systems of practically all of the cities of Texas were permitted without much thought being devoted to the protection of the city supplies. There were no ordinances or water department regulations dealing with this question and in nearly all instances no records were kept of the location or any of the details of the connection. As undrained water is comparatively plentiful in Texas, there gradually developed a cross-connection problem in practically every city in Texas.

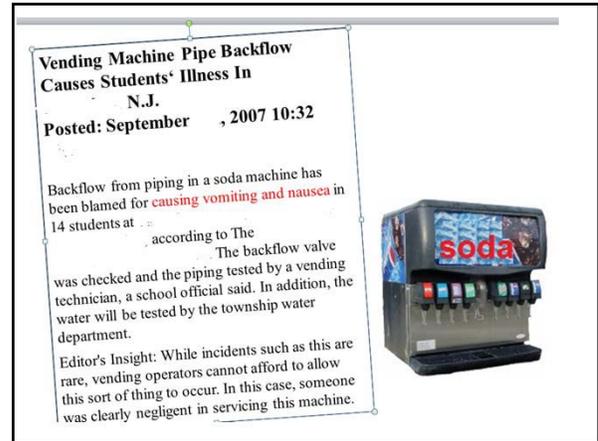
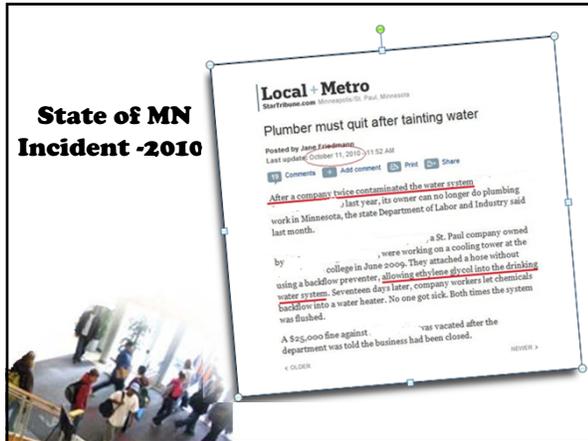
There are no specific laws governing the installation of cross-connections in the State Sanitary Code which is used as a basis for the activities of the Sanitary Engineering Bureau of the Texas

Department of Health.

In the absence of effective legislation the work of cross-connection elimination has developed rather slowly. Perhaps the most effective work has been done in cooperation with the U. S. Public Health Service in its program of certification of water supplies used by common carriers operating in interstate traffic. Approximately 150 of the 500 or more largest water supplies in Texas

## Cross Connections Are..... Everywhere



## Why have a CCC Program?

- State Rules & Regulations.. It's the Law...
- Minimize Risk & Liability
- Protect Public Health
- Eliminate/Protect Hazardous Cross Connections

## In Michigan...

Department of Natural Resources & Environment (DNRE) "Why?"

2009 Michigan Plumbing Code, 4th Edition of MDNRE CCC Rules Manual.. "How?"

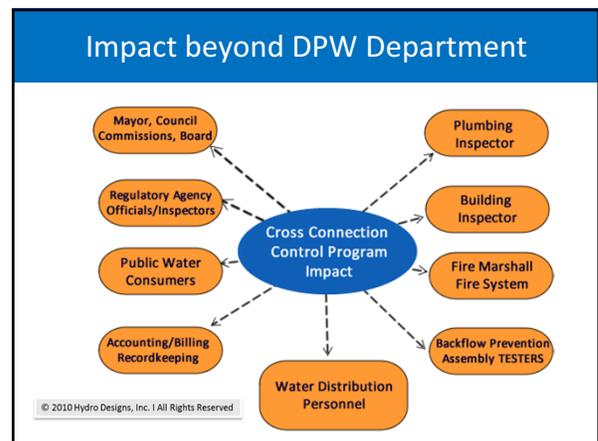
Local Ordinance "Authority"

## Simple Equation for CCC Program Success

**Compliance = P+S+T+D**

- Documentation
- Testing
- Surveys
- Plan

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**3 Conditions Have to be Present for Contamination to Happen Through Cross Connections....**

1. There must be a "link" or *cross connection* between a potable water distribution system and a non-potable source.
2. The distribution system pressure either becomes negative (Backsiphonage) or the contaminated source pressure exceeds the pressure inside the distribution system (Backpressure).
3. The cross connection isn't protected OR if it is protected, the mechanism failed allowing the backflow incident to occur.

**Cross Connection**

The actual or *potential* connection between a potable water system and any source or system not intended for potable use.

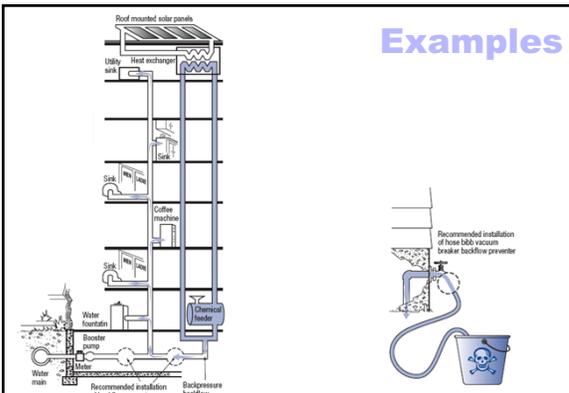
*Cross connections must be properly protected, controlled, or eliminated.*



**Backflow - What is it?**

- **Cross Connection** – an actual or *potential* connection between the public water supply and a source of contamination or pollution.
- **Backflow** – reversal of intended flow. Two types of Backflow:
  - **Backpressure** – pressure in an unprotected downstream piping system exceeds supply piping pressure.
  - **Backsiphonage** – results from negative pressures in distribution pipes of a potable water supply.

**Examples**

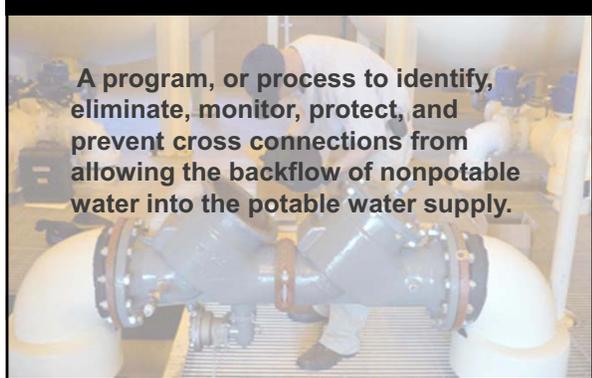


**Backpressure Backflow**

**Backsiphonage Backflow**

**Cross Connection Control**

A program, or process to identify, eliminate, monitor, protect, and prevent cross connections from allowing the backflow of nonpotable water into the potable water supply.



**Common Cross Connections**

- Hose bibbs
- Valved hose drops/hose reels
- Submerged inlets/mixing tanks
- Cafeteria Equipment
- Heat Exchangers/Boilers
- Cooling Equipment
- Janitor / Service Sinks
- Hydrants



## Backflow Prevention Device

A mechanical device, which is not recognized as performance testable, that prohibits the backflow of non-potable water into potable water supply systems through a cross connection.



## Backflow Prevention Assembly

A mechanical device, which IS performance testable, that prohibits the backflow of non-potable water into potable water supply systems through a cross connection.



## Key Point – Assemblies/Devices

Cross connection control backflow preventers must be **APPROVED** for use (meet Code requirements)



Cross connection control backflow preventers must be **APPROPRIATE** for application (CORRECT TYPE)

## Typical Backflow Preventers



**High Hazard**  
**Vs.**  
**Low Hazard**

How do you Assess the  
“Degree of Hazard”?

## Degree of Hazard

Hazard posed at cross connection determines type of device or assembly protection required (determines APPROPRIATE backflow preventer):



“High” vs. “Low” Hazard

HIGH Hazard = Health Hazard  
LOW Hazard = Non-Health Hazard

# Cross-Connection Control: A Best Practices Guide

## Introduction

|                        |  |
|------------------------|--|
| <i>Purpose</i>         | This Guide discusses the importance of controlling cross-connections and preventing backflow occurrences from unprotected cross-connections in the water system. |
| <i>Target Audience</i> | This Guide is intended for owners and operators of all public water systems serving fewer than 10,000 persons.   |

## Key Cross-Connection Terms and Definitions

| <i>Term</i>      | <i>Definition</i>  |
|------------------|--|
| Cross-connection | Any actual or potential connection between the public water supply and a source of contamination or pollution.   |
| Backflow         | The flow of water or other liquids, mixtures, or substances into the distributing pipes of a potable supply of water from any source or sources other than its intended source. Backsiphonage is one type of backflow. |
| Backpressure     | Backflow that occurs when the pressure in an unprotected downstream piping system exceeds the pressure in the supply piping.   |
| Backsiphonage    | Resulting from negative pressures in the distributing pipes of a potable water supply.   |

## Where Can Cross-Connections Occur?

Cross-connections can occur at many points throughout a distribution system and a community's plumbing infrastructure. Cross-connections can be identified by looking for physical interconnections (or arrangements) between a customer's plumbing and the water system. Some specific examples of backflow incidents that can occur are:

- ◆ Lawn chemicals backflowing (backsiphoning) through a garden hose into indoor plumbing and potentially into the distribution system.
- ◆ Backsiphonage of "blue water" from a toilet into a building's water supply.
- ◆ Carbonated water from a restaurant's soda dispenser entering a water system due to backpressure.
- ◆ Backsiphonage of chemicals from industrial buildings into distribution system mains.
- ◆ Backflow of boiler corrosion control chemicals into an office building's water supply.



## Cross-Connection Control and Backflow Prevention Programs

### ***Why is it Important to Have a Cross-Connection Control and Backflow Prevention Program?***

Having a program in place to control cross-connections and prevent backflow is critical to ensuring the safety of the drinking water you provide to your customers:

- ◆ Cross-connections are ever-present dangers that exist in most water systems and can result in serious chemical or microbiological contamination events in drinking water systems.
- ◆ Cross-connections should be protected in order to prevent backflow, which can be hard to detect.
- ◆ In any distribution system, potential cross-connections and therefore sources of contamination can be numerous, varied, and unpredictable.
- ◆ Having these programs in place can help you avoid the costs of responding to a contamination incident.

### ***What Do Cross-Connection Control and Backflow Prevention Programs Involve?***

Cross-Connection Control and Backflow Prevention Programs vary by state and municipality. For more information, talk with your state primacy drinking water program, state building code or plumbing authority, or health department. Cross-Connection Control Programs may involve:

- ◆ Authority to implement and enforce a Cross-Connection Control Program.
- ◆ Compliance with state or primacy agency plumbing and building codes or plumbing authority and local ordinances.
- ◆ Public education programs.
- ◆ Training for water system operators and other personnel on hazard surveys; cross-connection identification; and backflow device installation, testing, repair, and maintenance.
- ◆ Record keeping and reporting.
- ◆ Installation and testing of devices that prevent backflow consistent with the level of hazard.
- ◆ Periodic inspection and testing of devices by certified testers.

### ***How Can I Start Implementing a Cross-Connection Control and Backflow Prevention Program?***

You are responsible for ensuring that the water you provide to customers meets all federal and state standards and that its quality is not compromised within your distribution system. Developing a comprehensive Cross-Connection Control and Backflow Prevention Program is one way to ensure the quality of your water and prevent any problems that could occur in your distribution system. If you do not already have a program in place, consider taking the following steps:

- ◆ Contact your state primacy or other agency for more information on the basic concepts of cross-connection control and backflow prevention and information on other water systems in your area that have developed a program.
- ◆ Determine if you will have to take any legal steps to establish local cross-connection control and backflow prevention ordinances, with assistance from your state and local government.
- ◆ List the goals for your program in order of priority. For example, is it more important to develop a public education campaign or to conduct a survey of backflow devices at industrial and commercial facilities served by your system?
- ◆ Develop a proposed timeline for implementing your program.
- ◆ Review the plan with your local government, state, and any other key stakeholders.
- ◆ Hold public meetings and send notices to customers to educate the community about the need for a program and how it may affect them.
- ◆ Plan to monitor your progress in implementing your program and protecting public health.
- ◆ Conduct initial hazard testing, as required.

## How Can I Reduce and Prevent Cross-Connections?

|   |  |
|---|--|
| <p>Plumbing and Distribution System Operation Practices</p> | <ul style="list-style-type: none"> <li>◆ Hire approved personnel for the installation of any contaminant backflow prevention devices to ensure that local codes and manufacturer's recommendations are met.</li> <li>◆ Use only assemblies or devices approved by the appropriate state or local authority.</li> <li>◆ Test all backflow prevention devices at the frequencies recommended or required by your state.</li> <li>◆ Provide backflow prevention in new construction through coordination with the local building inspector's office.</li> </ul> |
| <p>Inspections</p>  | <ul style="list-style-type: none"> <li>◆ For existing buildings, develop a program in-house or with plumbing or water system personnel to inspect for the adequacy of cross-connection control. Prioritize inspections based upon the expected degree of risk.</li> <li>◆ Make sure that a backflow inspector conducts inspections for hazards to be controlled.</li> <li>◆ For both new construction and existing buildings, require continued inspection and testing of backflow devices.</li> </ul>   |
| <p>Fire Hydrant Connection Procedures</p>                   | <ul style="list-style-type: none"> <li>◆ Ensure that construction contractors or anyone using a hydrant to fill a tank intended to carry potable water exercises safe fire hydrant connection procedures to prevent backflow.</li> </ul>   |

## What Technologies are Available to Control Cross-Connections and Prevent Backflow?

The type of backflow that is most likely to occur in your system (either from backpressure or backsiphonage) and the related health effects will determine which backflow prevention technology is best for your water system. The available technologies are described briefly below.

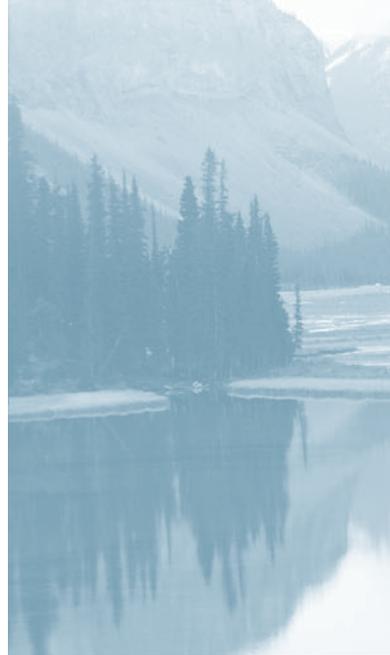
| <b>Technology</b>                             | <b>Description</b>  |
|---|---|
| <p>Atmospheric Vacuum Breaker</p>             | <ul style="list-style-type: none"> <li>◆ Consists of float check, check seat, air inlet port, and possibly a shutoff valve immediately upstream.</li> <li>◆ Allows air to enter the downstream water connection to prevent backsiphonage.</li> <li>◆ Used for backsiphonage conditions only.</li> </ul>   |
| <p>Pressure Vacuum Breaker Devices</p>        | <ul style="list-style-type: none"> <li>◆ Consist of vacuum breakers with a loaded check valve and a loaded air inlet valve.</li> <li>◆ Used for backsiphonage conditions only.</li> </ul>   |
| <p>Double Check Valve Devices</p>             | <ul style="list-style-type: none"> <li>◆ Consist of two independently acting, tightly closing, resilient seated check valves in series with test ports.</li> <li>◆ Have tightly closing, resilient seated shutoff valves attached at each end of the assembly.</li> <li>◆ Prevent backflow under backsiphonage and backpressure conditions.</li> <li>◆ Typically approved for only low to medium hazards.</li> </ul>  |
| <p>Air Gaps</p>                               | <ul style="list-style-type: none"> <li>◆ Physical separation between a potable water system and a receiving vessel or source of contamination.</li> <li>◆ Air gap between the outlet of the potable system and the flood level rim of the receiving vessel or any source of contamination must be at least twice as large as the diameter of the potable water outlet and never smaller than 1 inch.</li> <li>◆ May require additional pumping downstream of air gap.</li> <li>◆ Safest and simplest means under backsiphonage and backpressure conditions.</li> <li>◆ Useful for all hazard levels.</li> </ul> |
| <p>Reduced Pressure Zone Backflow Devices</p> | <ul style="list-style-type: none"> <li>◆ Similar to the double check valve devices, but also contain an independently acting pressure relief valve between the two check valves (which sits lower than the first check valve).</li> <li>◆ Protect against high water pollution hazards.</li> <li>◆ Protect against backsiphonage and backpressure.</li> </ul>   |

## What Should I Do in Case of a Backflow Event?

|        |  |
|--------|--|
| Step 1 | <ul style="list-style-type: none"> <li>◆ Stop the pressure differential that caused backflow of contamination, if possible.</li> <li>◆ Identify and remove the cross-connection.</li> </ul>  |
| Step 2 | <ul style="list-style-type: none"> <li>◆ Contact appropriate state or local authorities to report the incident.</li> <li>◆ In areas where public exposure to harmful contaminants is suspected, provide immediate notice to affected consumers regarding water usage and consumption and contact appropriate state or local authorities to report the incident. Public notice should explain the cause of the contamination and corrective actions that are underway and should include any appropriate health effects language.</li> <li>◆ Provide updated public notification as appropriate during and after removal of contamination from the system.</li> </ul> |
| Step 3 | <ul style="list-style-type: none"> <li>◆ If the contamination is limited to a small area, proceed to step 6.</li> <li>◆ If the extent of the contamination is unknown or is extensive, proceed to step 4. (If sampling and testing of the water can be arranged immediately, the results could be used to determine the extent of the contaminants involved.)</li> </ul>   |
| Step 4 | <ul style="list-style-type: none"> <li>◆ Develop a plan for systematic cleaning or flushing of the system to minimize the risk of drawing contaminants into uncontaminated areas.</li> <li>◆ The plan should indicate the amount of water and the length of time needed to completely flush the system. The direction of flow should draw clean water through the contaminated site and prevent any contaminated water from entering uncontaminated areas. Depending upon the nature of the contamination, some wastes may be discharged into the sanitary sewer system and some may need special handling or treatment.</li> </ul>                                  |
| Step 5 | <ul style="list-style-type: none"> <li>◆ Throughout the situation, continue to sample within and outside the suspected contaminated area to assess the extent of the damage. Skip step 6.</li> </ul>   |
| Step 6 | <ul style="list-style-type: none"> <li>◆ Perform system flushing and, where necessary, cleaning of the customer's system.</li> </ul>   |
| Step 7 | <ul style="list-style-type: none"> <li>◆ After flushing and any necessary cleaning, test the drinking water in affected areas to ensure the contamination has been removed.</li> </ul>   |
| Step 8 | <ul style="list-style-type: none"> <li>◆ Ensure that the source of contamination has been removed or that the risk of contamination has been eliminated using backflow prevention measures that meet local and state requirements.</li> </ul>  |

### For additional information:

Call the Safe Drinking Water Hotline at 1-800-426-4791, visit the EPA Web site at [www.epa.gov/safewater/smallsys.html](http://www.epa.gov/safewater/smallsys.html), or contact your State drinking water representative.



**Some Questions to consider when evaluating backflow protection:**

1. Is the application a *high hazard* or *low hazard*?
2. Is the device subject to *backpressure* conditions?
3. Is the device subject to *backpressure* conditions?
4. Is the device subject to *continuous* or *intermittent* pressures?
5. Are there any control valves located *downstream* of the device?
6. Is the application subject to *freezing* ?
7. Is the device located near electrical equipment?
8. Is there acceptable room for maintenance & testing?
9. What will the pressure loss be through the device?
10. Does the application require continuous service?

| ASSE standards Title - Description                                       | High Hazard     |     |     | Backpressure |     | Continuous Pressure |     |
|--|-----------------|-----|-----|--------------|-----|---------------------|-----|
|  | ASSE Standard # | Yes | No  | Yes          | No  | Yes                 | No  |
| Atmospheric Type Vacuum Breakers (AVB)                                   | 1001            | Yes | Yes | Yes          | No  | No                  | No  |
| Anti Siphon Fill Valves (Ballcocks) for Water Closets                    | 1002            | Yes | Yes | Yes          | No  | Yes                 | Yes |
| Hose Connection Vacuum Breakers  | 1011            | Yes | Yes | Yes          | No  | No                  | No  |
| Backflow Preventer with Intermediate Atmospheric Vent                    | 1012            | No  | Yes | Yes          | Yes | Yes                 | Yes |
| Reduced Pressure Principle Backflow Preventer Assemblies (RP)            | 1013            | Yes | Yes | Yes          | Yes | Yes                 | Yes |
| Double Check Backflow Prevention Assemblies                              | 1015            | No  | Yes | Yes          | Yes | Yes                 | Yes |
| Trap Seal Primer Valves – Potable Water Supplied                         | 1018            | Yes | Yes | Yes          | No  | Yes                 | Yes |
| Vacuum Breaker Wall Hydrants, Freeze Resistant, Automatic Draining       | 1019            | Yes | Yes | Yes          | No  | No                  | No  |
| Pressure Vacuum Breaker Assemblies (PVB)                                 | 1020            | Yes | Yes | Yes          | No  | Yes                 | Yes |
| Backflow Preventer for Beverage Dispensing Equipment                     | 1022            | No  | Yes | Yes          | Yes | Yes                 | Yes |
| Dual Check Backflow Preventers (DCV)                                     | 1024            | No  | Yes | Yes          | Yes | Yes                 | Yes |
| Dual Check Valve Backflow Preventer for Carbonated Beverage Dispenser    | 1032            | No  | Yes | Yes          | Yes | Yes                 | Yes |
| Laboratory Faucet Backflow Preventers                                    | 1035            | Yes | Yes | Yes          | No  | No                  | No  |
| Trap Seal Primer Valves – Drainage Types and Electronic Device Types     | 1044            | Yes | Yes | Yes          | No  | Yes                 | Yes |
| Reduced Pressure Detector Fire Protection Backflow Prevention Assemblies | 1047            | Yes | Yes | Yes          | Yes | Yes                 | Yes |
| Double Check Detector Fire Protection Backflow Prevention Assemblies     | 1048            | No  | Yes | Yes          | Yes | Yes                 | Yes |
| Hose Connection Backflow Preventers                                      | 1052            | Yes | Yes | Yes          | No  | No                  | No  |
| Dual Check Backflow Preventer Wall Hydrants – Freeze Resistance Type     | 1053            | Yes | Yes | Yes          | No  | No                  | No  |
| Spill Resistance Vacuum Breakers   | 1056            | Yes | Yes | Yes          | No  | Yes                 | Yes |
| Freeze Resistance Sanitary Yard Hydrants with Backflow Protection        | 1057            | Yes | Yes | Yes          | No  | No                  | No  |

- Buildings that *may* be classified as “**High Hazard**” should a backflow condition occur:
- Animal Care Facility
  - Beauty Salon
  - Car Wash
  - Chemical - Plastic Plant
  - Dental Office
  - Dry Cleaning Facility
  - Fire Station
  - Funeral Home
  - Garden Center
  - Hospital
  - High Rise Buildings
  - Industrial Buildings
  - Manufacturing Facility
  - Marinas
  - Medical Facility
  - Morgue
  - Schools
  - Sewage Treatment Plant
  - Sports Complex
  - Strip Malls – Single Meter

Devices or assemblies designated for “high hazard” applications are also suitable for “low hazard” use. However consider cost/compliance alternatives

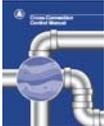
## COST ESTIMATE

(for a Cross-Connection Control Program)

| Requirement   | Water Purveyor Cost<br>Per Year | Contract Services Cost<br>Per Year |
|---|---------------------------------|------------------------------------|
| <b>Personnel:</b>   |                                 |                                    |
| CCC Program Administrator   |                                 |                                    |
| Certified Survey Specialist(s)  |                                 |                                    |
| Office / Data Entry & Processing  |                                 |                                    |
| Office / Customer Service Coordinator   |                                 |                                    |
| <b>Facility:</b>  |                                 |                                    |
| Space   |                                 |                                    |
| Furniture (desk, chair, file cabinets, etc.)  |                                 |                                    |
| <b>Equipment:</b>   |                                 |                                    |
| Computer(s) - with monitor, etc.  |                                 |                                    |
| Printer   |                                 |                                    |
| Copier & Fax Machine  |                                 |                                    |
| Transportation - auto / truck   |                                 |                                    |
| Vehicle Maintenance - gas, oil, etc.  |                                 |                                    |
| <b>Administration / Overhead:</b>   |                                 |                                    |
| Insurance - vehicle & liability   |                                 |                                    |
| Employee Benefits   |                                 |                                    |
| Pension / 401K  |                                 |                                    |
| IT support - website  |                                 |                                    |
| Software  |                                 |                                    |
| Media - brochures, stationery   |                                 |                                    |
| Training  |                                 |                                    |
| Phone service   |                                 |                                    |
| Miscellaneous - postage, etc.   |                                 |                                    |
| <b>Total:</b>   |                                 |                                    |
| Estimated number of customers subject to CCC Program requirements ( <i>residential</i> ):     |                                 |                                    |
| Estimated number of customers subject to CCC Program requirements ( <i>non-residential</i> ): |                                 |                                    |
| <b>Possible Benefits of Outsourcing:</b>  |                                 |                                    |
| Reduced Expenses  | Minimized Risk & Exposure       | Online Data Management             |
| Enhanced Public Awareness   | Improved Customer Service       | Specialized Training               |
| Regulation Compliance   | Increased Efficiency            | Objective Evaluation               |



## Backflow Prevention Links

|   |  |
|---|--|
| <a href="http://www.awwa.org">www.awwa.org</a>                           | <a href="http://www.backflownews.com">www.backflownews.com</a>          |
| <a href="http://www.nrwa.org">www.nrwa.org</a>                           | <a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>        |
| <a href="http://www.epa.gov">www.epa.gov</a>                             | <a href="http://www.hydrodesignsinc.com">www.hydrodesignsinc.com</a>    |
| <a href="http://www.treeo.ufl.edu">www.treeo.ufl.edu</a>                 | <a href="http://www.usc.edu/dept/fccchr/">www.usc.edu/dept/fccchr/</a>  |
| <a href="http://www.abpa.org">www.abpa.org</a>                           | <a href="http://www.iapmodwbp.org">www.iapmodwbp.org</a>                |
| <a href="http://www.backflowtestkits.com">www.backflowtestkits.com</a>  | <a href="http://www.zurn.com">www.zurn.com</a>                         |
| <a href="http://www.watts.com">www.watts.com</a>                       | <a href="http://www.apollovalves.com">www.apollovalves.com</a>        |
| <a href="http://www.danfoss.com">www.danfoss.com</a>                   | <a href="http://www.febcoonline.com">www.febcoonline.com</a>          |
| <a href="http://www.safe-t-cover.com">www.safe-t-cover.com</a>         | <a href="http://www.hot-box.com">www.hot-box.com</a>                  |
| <a href="http://www.amesfirewater.com">www.amesfirewater.com</a>       | <a href="http://www.cashacme.com">www.cashacme.com</a>                |

**Steve McLaren, Backflow Prevention Program Administrator**

Hydro Designs, Inc. 5700 Crooks Road, Ste. 100, Troy, MI 48098

(800) 690.6651 ext. 5029

(248) 425.1569 cell

smclaren@hydrodesignsinc.com

**For More Information  
Please Contact:**

August 11, 2014

TO: Brian Disette

FR: Paul VandenBosch

RE: Overton Building Phase II and Asbestos Removal Specification

The attached proposal would accomplish a Phase II Environmental Assessment and Asbestos Removal Specification for the Overton Building. Both of these reports are required for demolition of the building, and will be used in preparing bid specifications for the demolition.

I would have taken this to the BRA for approval for funding from the Brownfield Revolving Fund (Local Site Remediation Revolving Fund), however, the next BRA/LDFA meeting is not until September.

In the interest of completing the demolition in a timely manner, I am requesting that this proposal be considered by the City Council with the Brownfield Redevelopment Authority being asked to consider funding the work at their September meeting.



August 8, 2014

Paul Vandebosch, Assistant City Manager  
City of South Haven  
539 Phoenix Road  
South Haven, MI 49090

Re: Environmental Phase II Soil Testing/Asbestos Removal Specification and Management- 229  
Elkenburg Street, South Haven, MI 49090.

Dear Mr. Vandebosch:

Several Recognized Environmental Conditions (RECs) were identified in the Phase I Environmental Site Assessment (ESA) conducted for the referenced property. The following are the actual Recognized Environmental Conditions identified in the Phase I:

1. There was historical use of stains, paints, thinners, etc. at this site. These chemicals contain Volatile and Semi-volatile organic compounds and may have contributed to a release.
2. A 20,000 gallon oil tank which leaked and was removed between 1965 and 1985. The removal of this underground storage tank was completed to the standards of that time period, but contamination may still exist and the levels may not meet the current clean-up criteria.
3. Historical use of a railroad spur on the property may have contaminated the site with heavy metals, creosote, or PNAs.
4. There was a coal bunker located within the building which may have contaminated the site with PNAs.
5. A foundry was located on the northern section of the subject property which may have lead to site contamination from heavy metals through distribution of foundry sand.
6. Based on interviews there was a historical filling station adjacent to the southeast of the subject property. Due to the proximity to the subject property this is an REC.
7. Belgravia is a state equivalent to CERCLIS site and is adjacent to the west portion of the subject property. Due to the proximity to the subject property this is an REC.
8. There are currently approximately 25 to 30 drums located within the building that are unlabeled and contain potentially hazardous or petroleum chemicals. These containers of unknown chemicals and their condition have the potential to cause a release.

The proposed Phase II ESA activities, which will address the RECs indicated in the Phase I ESA, will include utilizing a drilling contractor and geologist for subsurface investigation near tanks and to collect a groundwater sample from the former water well. Samples will be collected for BTEX and PNAs to address the potential contamination from former gas stations, potential releases from heating oil tank and coal pit, VOCs to address Belgravia plume contamination, and Michigan 10 Metals to address a former foundry and former railroad spur.

This Phase II testing will provide information about the types of contamination, levels of contamination and soil condition/possible contamination under the building concrete floor. The soil

Mr. Vandebosch  
Page 2  
8 August 2014

and portions of the concrete slab may need to be disposed as contaminated waste. Identification of the contamination will assist in future use of the site, BEA for new owners and possible extent of potential contamination.

**Cost breakdown for this Phase II ESA**

- A geologist for soil and groundwater sampling . . . . . \$1,400
- Geoprobe for continuous sampling to groundwater (based on 2 days) . . . . . \$5,700
- Analysis of samples for BTEX, PNAs, VOCs, and Michigan 10 Metals . . . . . \$3,400
- Letter of findings, compile analytical, provide next steps/approach . . . . . \$800
- Waste Characterization of drums. (After the characterization, we will provide a cost estimate to properly dispose of the drums. This cost does not include disposal) . . . . . \$900
- **Phase II investigation, sampling, outside services, report . . . . . \$12,200**

**Asbestos Removal Specifications and Management**

- Develop asbestos removal specifications that follow the USEPA and MIOSHA regulations.
- Develop the specifications to meet any City of South Haven specific requirements.
- Coordinate and run a pre bid meeting at the site with qualified asbestos removal contractors. We typically recommend coordinating the asbestos pre bid with the demolition pre bid.
- Provide bid tab, recommendation, develop a notice of an award letter to the contractor.
- Provide project management, initial job start up management
- Provide periodic on site reviews of work during key milestones.
- Provide final job review, air monitoring and clearance testing at the completion of the asbestos removal.
- Compile asbestos removal closeout documents
- Review and approve final pay and contractor submittals from the contractor.

**Asbestos removal design and listed asbestos removal services . . . . . \$4,600**

Thank you for this opportunity to provide you with environmental Phase II and Asbestos removal design and management services. Should you have any questions, require any clarifications, or would like us to proceed, please call at 927-2434 or email me at your earliest convenience.

Yours truly,

  
Richard P. Villa, President  
rvilla@villaenv.com

RPV:ldl  
Enc.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Memorandum:

Date: August 13, 2014

To: Brian Dissette, City Manager

From: Joe Guilford, Information Technology Director

Re: Bid Number 2014-14 Direct Digital Control System Upgrade

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Bid number 2014-14 is for an upgrade to the existing Novar Direct Digital Control System for the HVAC system located in City Hall. The existing Novar System is out of date and will not be supported beginning this year. Parts for the existing system will be difficult to find if the need arises. The new control system will be computer based with updated software and graphics to allow for complete control of this system over our existing computer network. Users will be able to vpn into the system to control features from outside the office. All components on the system will be checked and verified to be in good working order and new digital thermostats will be added to each office for better control of individual employee areas.

We had three bidders for this project to include the following:

Technical Energy Solutions, Inc is our existing contractor for the Novar system and is familiar with the system in City Hall. They are proposing a Trend Control System. TES, Inc has meet all the bid requirements and came in as the low bidder at \$32,910.

Vertex Integration, LLC is proposing a Johnson Controls Facility Explorer system and have meet most of the bid requirements except the fact that Vertex Integration, LLC does not have a direct dealer relationship with the control system manufacture and would rely on the wholesaler for design and service support help. Vertex Integration, LLC came in as the second lowest bidder at \$33,875.

ControlNET is proposing a proprietary system called ControlNet utilizing open protocol BACnet controllers and Tridium's Niagara AX Framework. This is the same system that was used in the new Public Safety Building. ControlNet came in as the high bidder at \$34,000.

The budget for the entire upgrade is \$35,000, but the City will need to add a couple controllers in the new offices on the North side of the building. It is my recommendation that the City Council award the bid to Technical Energy Solutions, Inc for the following reasons.

1. TES, Inc is the existing contractor and is familiar with the system.

2. TES, Inc is the lowest bidder allowing the city to invest in additional controllers while staying within the budget amount.
3. TES, Inc has a direct dealer relationship with the manufacturer allowing for highly trained technicians and better support of the system.

If the City Council wishes to proceed with this project the contract could be awarded at the August 18<sup>th</sup> City Council Meeting. This will allow work to be started the first couple of weeks in September.

Memorandum:

Date: August 14, 2014

To: Brian Dissette, City Manager

From: Steve Oosting, Senior Civil Engineer

Re: Street Paving Project

---

As part of ongoing efforts to repair and maintain the condition of pavement on city streets, the city has received bids for pavement resurfacing on the following streets as shown on the attached map:

|             |                |               |
|-------------|----------------|---------------|
| Monroe Blvd | from Aylworth  | to city limit |
| Ravinia     | from Elkenburg | to Lyon       |
| Lyon        | from Ravinia   | to Center     |
| Francis     | from Phillips  | to Green      |

The work on each of these streets will include a new asphalt pavement surface as well as replacing all the sidewalk curb ramps to conform to ADA standards at the crosswalks.

The surface on Monroe Blvd will be constructed using an asphalt mixture known as “ultrathin” which as the name implies is substantially thinner than conventional asphalt pavements. The ultrathin asphalt can be applied at thickness of less than one inch. This is intended to provide a short term remedy for the ride quality lasting perhaps three to five years until further work is needed. A more robust improvement is not included in the project at this time because of needed sewer system improvements which may occur in 2016 or 2017 depending on funding.

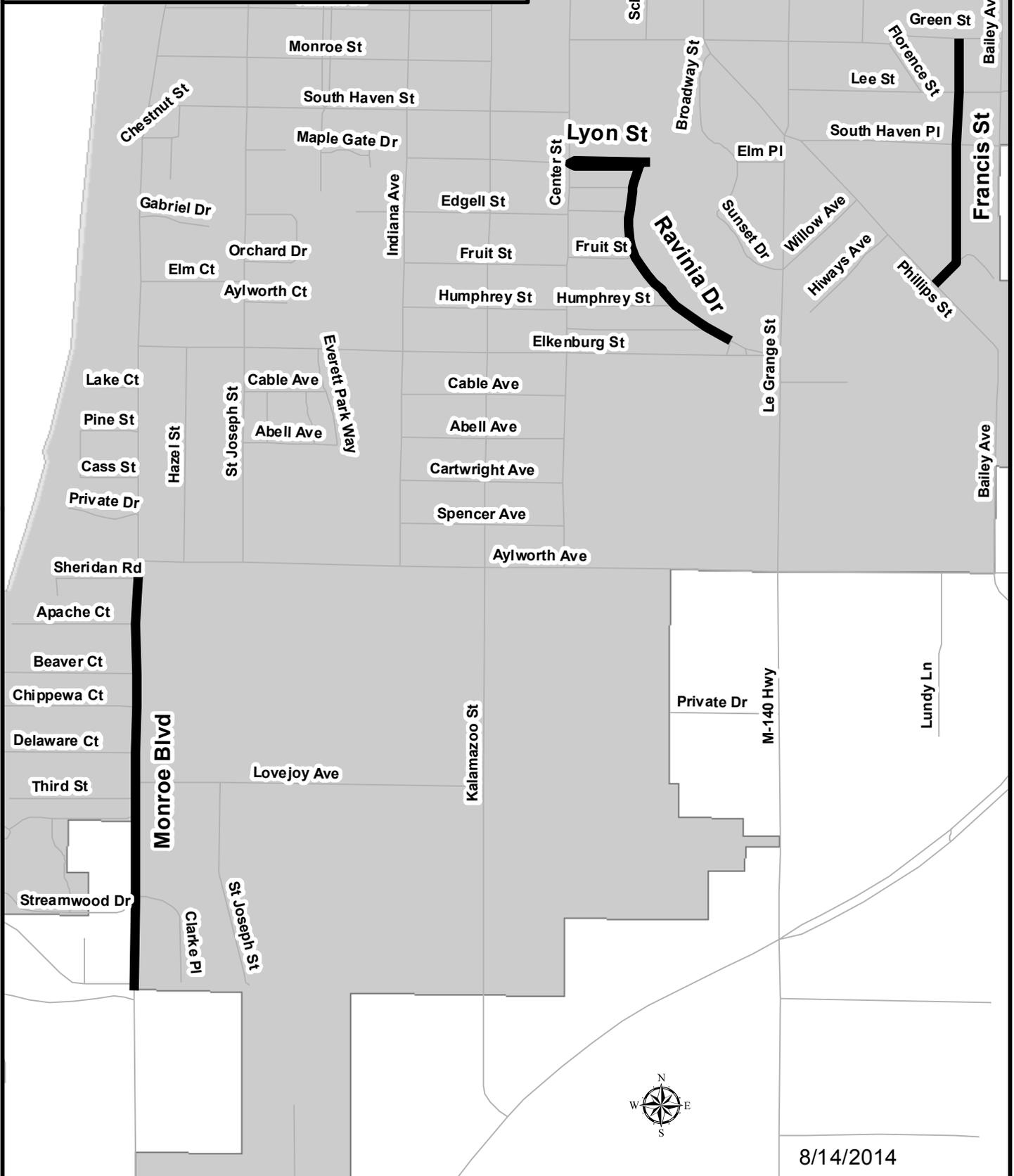
The same ultrathin material will be used to overlay Lyon Street, while the other streets will be done using conventional asphalt pavement mixtures (at thicknesses ranging from 1.5 to 3 inches) after first grinding down the old surface to remove irregularities.

The project had originally been planned to include portions of Park Avenue and Wells Street, along with Delaware, West, and Chippewa. However, the bid results came in higher than anticipated and cuts had to be made in order to keep the cost in line with the original project budget. The successful bidder has agreed to hold their bid unit prices with the reduced size of the project. The resulting contract totals an amount of \$313,309.20. The attached letter of recommendation provided by the project engineer at Abonmarche who administered the bid process for the City provides further details on the bid results and post bid changes.

The project is tentatively scheduled to begin during the last week of August or the first week of September, pending receipt of the contractor’s bonds and insurance. The contract requires substantial completion by September 26. This schedule is contingent upon the contract being approved by the City Council. If the City Council desires to proceed as presented, the attached contract with Michigan Paving & Materials Company in the amount of \$313,309.20 can be approved at the August 18 City Council meeting.

# 2014 Street Resurfacing

Ravinia Dr: Lyon St to Elkenburg St  
Lyon St: Center St to Ravinia Dr  
Francis St: Phillips St to Green St  
Monroe Blvd: South City Limits to Aylworth Ave



August 14, 2014

Mr. Steve Oosting, P.E.  
City of South Haven  
1199 8<sup>th</sup> Avenue  
South Haven, MI 49090

RE: City of South Haven  
2014 Resurfacing Project  
Recommendation for Award

Dear Steve:

On August 7, 2014, we received three (3) bids for the 2014 Resurfacing Project. The project included resurfacing sections of Wells and Park, Francis, Lyon, Ravinia, Monroe Blvd., and Chippewa, West, and Delaware.

A summary of the attached bid tabulation is provided below.

**BID SUMMARY**

| <u>Prepared By:</u>                   | <u>Total Amount</u> |
|---------------------------------------|---------------------|
| Michigan Paving & Materials, Co.      | \$442,542.85        |
| Northern Construction Services, Corp. | \$486,552.35        |
| Rieth-Riley Construction Co., Inc.    | \$605,601.00        |

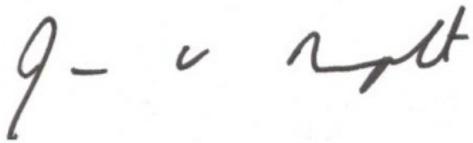
After review, we have found all bidders to be qualified and their bids to be properly prepared and responsive. The bids came in over the engineering estimate and proposed construction budget. We have reviewed Michigan Paving & Materials Company's bid with the City and have reduced and revised the scope to reduce the total contract amount. Michigan Paving & Materials Company has agreed to the reduction of project scope and the reduced contract amount of \$313,309.20.

Abonmarche recommends that the city award to the low bidder of Michigan Paving & Materials Company for a total awarded contract amount of **\$313,309.20**.

Should you have any questions or comments, please feel free to contact us at our office.

Sincerely,

ABONMARCHE

A handwritten signature in black ink, appearing to read "J. W. Marquardt". The signature is written in a cursive style with a horizontal line through the middle of the letters.

Jason W. Marquardt, P.E.  
Senior Project Engineer

JWM/jkr



## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of South Haven, 539 Phoenix Street,  
South Haven, MI 49090 (“Owner”) and  
Michigan Paving and Materials Company (“Contractor”).

Owner and Contractor hereby agree as follows:

### ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

HMA resurfacing and sidewalk ramp improvements on Ravinia from Lyon to Elkenburg, Lyon from Center to Ravinia, Francis from Phillips to Green, and Monroe Boulevard from the South City Limits to Aylworth Avenue.

### ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2014 Street Resurfacing

### ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Abonmarche (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before September 26, 2014, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before October 3, 2014.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$600.00** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$600.00** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

**A. Miscellaneous Quantities**

| Item          |                                    | Unit | Estimated Quantity | Unit Price                             | Total                                   |
|---------------|------------------------------------|------|--------------------|--|---|
| 1             | Mobilization, Max \$10,000         | LS   | 1                  | \$ 10,000.00                           | \$ 10,000.00                            |
| 2             | Structure Adjust, Additional Depth | FT   | 10                 | \$ 100.00                              | \$ 1,000.00                             |
| 3             | Temporary Traffic Control          | LS   | 1                  | <del>\$ 29,500.00</del><br>\$21,535.00 | <del>\$ 29,500.00</del><br>\$ 21,535.00 |
| <b>Total:</b> |                                    |      |                    | <b>\$ 40,500.00</b>                    | <b>\$32,535.00</b>                      |

**D. Francis – Phillip to Green**

| Item |                          | Unit | Estimated Quantity | Unit Price | Total       |
|------|--------------------------|------|--------------------|------------|-------------|
| 1    | Curb, Rem                | FT   | 115                | \$ 15.00   | \$ 1,725.00 |
| 2    | Sidewalk, Rem            | SYD  | 52                 | \$ 15.00   | \$ 780.00   |
| 3    | Pavt, Rem                | SYD  | 34                 | \$ 20.00   | \$ 680.00   |
| 4    | Sign, Rem                | EA   | 9                  | \$ 150.00  | \$ 1,350.00 |
| 5    | Erosion Fabric           | SYD  | 130                | \$ 8.00    | \$ 1,040.00 |
| 6    | Structure Adjust, Case 1 | EA   | 5                  | \$ 275.00  | \$ 1,375.00 |

|               |  |     |         |                                    |  |
|---------------|--|-----|---------|------------------------------------|--|
| 7             | Structure Cover, EJ 1040, Sanitary w/City Logo   | EA  | 4       | \$ 900.00                          | \$ 3,600.00                            |
| 8             | Structure Cover, EJ 7045                         | EA  | 1       | \$ 1,200.00                        | \$ 1,200.00                            |
| 9             | Cold Milling Pavement Surface                    | SYD | 3880    | \$ 2.00                            | \$ 7,760.00                            |
| 10            | Machine Grading                                  | STA | 8.5     | \$ 500.00                          | \$ 4,250.00                            |
| 11            | HMA, 4C  | TON | 435     | <del>\$ 97.47</del>                | <del>\$ 42,399.45</del>                |
| 12            | HMA, 13A   | TON | 245 680 | <del>\$ 88.12</del><br>\$ 95.19    | <del>\$ 21,589.40</del><br>\$64,729.20 |
| 13            | Conc Base Cse, Noreinf, 7 inch                   | SYD | 34      | \$ 46.00                           | \$ 1,564.00                            |
| 14            | Curb and Gutter, Conc, Det F4                    | FT  | 133     | \$ 18.00                           | \$ 2,394.00                            |
| 15            | Detectable Warning Plates, C.I.                  | FT  | 40      | \$ 70.00                           | \$ 2,800.00                            |
| 16            | Sidewalk Ramp, ADA, 6 inch                       | SFT | 860     | \$ 5.85                            | \$ 5,031.00                            |
| 17            | Fertilizer                                       | LB  | 13      | \$ 10.00                           | \$ 130.00                              |
| 18            | Seed   | LB  | 13      | \$ 30.00                           | \$ 390.00                              |
| 19            | Topsoil Surface, Furn, 4 inch                    | SYD | 130     | \$ 12.00                           | \$ 1,560.00                            |
| 20            | Traffic Signs, Permanent                         | SFT | 46.75   | \$ 16.00                           | \$ 748.00                              |
| 21            | Post, 3 LB                                       | EA  | 4       | \$ 71.50                           | \$ 286.00                              |
| 22            | Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk | FT  | 108     | \$ 5.00                            | \$ 540.00                              |
| 23            | Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar  | FT  | 28      | \$ 10.00                           | \$ 280.00                              |
| <b>Total:</b> |  |     |         | <b>\$ 103,471.85 \$ 104,212.20</b> |  |

**E. Lyon – Center to Ravinia**

| Item          |  | Unit | Estimated Quantity | Unit Price          | Total       |
|---------------|--|------|--------------------|---------------------|-------------|
| 1             | Curb, Rem  | FT   | 22                 | \$ 20.00            | \$ 440.00   |
| 2             | Sidewalk, Rem                                    | SYD  | 26                 | \$ 15.00            | \$ 390.00   |
| 3             | Pavt, Rem  | SYD  | 5                  | \$ 100.00           | \$ 500.00   |
| 4             | Sign, Rem  | EA   | 6                  | \$ 150.00           | \$ 900.00   |
| 5             | Erosion Fabric                                   | SYD  | 50                 | \$ 8.00             | \$ 400.00   |
| 6             | Structure Adjust, Case 1                         | EA   | 2                  | \$ 400.00           | \$ 800.00   |
| 7             | Structure Cover, EJ 1040, Sanitary w/City Logo   | EA   | 2                  | \$ 900.00           | \$ 1,800.00 |
| 8             | Ultra Thin HMA Overlay, Low Volume               | TON  | 85                 | \$ 97.64            | \$ 8,299.40 |
| 9             | Conc Base Cse, Nonreinf, 7 inch                  | SYD  | 5                  | \$ 46.00            | \$ 230.00   |
| 10            | Curb and Gutter, Conc, Det F4                    | FT   | 22                 | \$ 18.00            | \$ 396.00   |
| 11            | Hand Patching                                    | TON  | 5                  | \$ 100.00           | \$ 500.00   |
| 12            | Detectable Warning Plates, C.I.                  | FT   | 10                 | \$ 70.00            | \$ 700.00   |
| 13            | Sidewalk Ramp, ADA, 6 inch                       | SFT  | 240                | \$ 5.85             | \$ 1,404.00 |
| 14            | Fertilizer                                       | LB   | 5                  | \$ 10.00            | \$ 50.00    |
| 15            | Seed   | LB   | 5                  | \$ 30.00            | \$ 150.00   |
| 16            | Topsoil Surface, Furn, 4 inch                    | SYD  | 50                 | \$ 12.00            | \$ 600.00   |
| 17            | Line Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk | FT   | 100                | \$ 5.00             | \$ 500.00   |
| 18            | Line Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar  | FT   | 17                 | \$ 10.00            | \$ 170.00   |
| 19            | Traffic Signs, Permanent                         | SFT  | 40.5               | \$ 16.00            | \$ 648.00   |
| 20            | Post, 3 LB                                       | EA   | 6                  | \$ 71.50            | \$ 429.00   |
| <b>Total:</b> |  |      |                    | <b>\$ 19,306.40</b> |             |

**F. Ravinia – Elkenburg to Lyon**

| Item          |  | Unit | Estimated Quantity | Unit Price                     | Total                                 |
|---------------|--|------|--------------------|--------------------------------|---------------------------------------|
| 1             | Curb, Rem                                      | FT   | 197                | \$ 20.00                       | \$ 3,940.00                           |
| 2             | Sidewalk, Rem                                  | SYD  | 25                 | \$ 15.00                       | \$ 375.00                             |
| 3             | Pavt, Rem                                      | SYD  | 279                | \$ 10.00                       | \$ 2,790.00                           |
| 4             | Sign, Rem                                      | EA   | 6                  | \$ 150.00                      | \$ 900.00                             |
| 5             | Erosion Fabric                                 | SYD  | 310                | \$ 8.00                        | \$ 2,480.00                           |
| 6             | Structure Adjust, Case 1                       | EA   | 3                  | \$ 400.00                      | \$ 1,200.00                           |
| 7             | Structure Cover, EJ 1040, Sanitary w/City Logo | EA   | 3                  | \$ 900.00                      | \$ 2,700.00                           |
| 8             | Cold Milling Pavement Surface                  | SYD  | 5625               | \$ 1.75                        | \$ 9,843.75                           |
| 9             | HMA, 13A                                       | TON  | 45-505             | <del>\$ 88.12</del><br>\$95.19 | <del>\$ 1,321.80</del><br>\$48,070.95 |
| 40            | HMA, 4C  | TON  | 490                | <del>\$ 97.47</del>            | <del>\$ 47,760.30</del>               |
| 11            | Aggregate Base, 8 inch                         | SYD  | 150                | \$ 12.00                       | \$ 1,800.00                           |
| 12            | Conc Base Cse, Nonreinf, 7 inch                | SYD  | 43                 | \$ 46.00                       | \$ 1,978.00                           |
| 13            | Curb and Gutter, Conc, Det F4                  | FT   | 255                | \$ 18.00                       | \$ 4,590.00                           |
| 14            | Driveway, Nonreinf, 6 inch                     | SYD  | 28.5               | \$ 41.00                       | \$ 1,168.50                           |
| 15            | Detectable Warning Plates, C.I.                | FT   | 50                 | \$ 70.00                       | \$ 3,500.00                           |
| 16            | Sidewalk Ramp, ADA, 6 inch                     | SFT  | 1190               | \$ 5.85                        | \$ 6,961.50                           |
| 17            | Fertilizer                                     | LB   | 39                 | \$ 10.00                       | \$ 390.00                             |
| 18            | Seed   | LB   | 39                 | \$ 30.00                       | \$ 1,170.00                           |
| 19            | Topsoil Surface, Furn, 4 inch                  | SYD  | 310                | \$ 10.00                       | \$ 3,100.00                           |
| 20            | Traffic Signs, Permanent                       | SFT  | 42.25              | \$ 16.00                       | \$ 676.00                             |
| 21            | Post, 3 LB                                     | EA   | 5                  | \$ 71.50                       | \$ 357.50                             |
| 22            | Water Shutoff, Adj, Case 1                     | EA   | 1                  | \$ 250.00                      | \$ 250.00                             |
| <b>Total:</b> |  |      |                    | <del>\$ 99,252.35</del>        | <b>\$ 98,241.20</b>                   |

**H. Monroe Blvd.**

| Item          |  | Unit | Estimated Quantity | Unit Price | Total            |
|---------------|--|------|--------------------|------------|------------------|
| 1             | Sign, Rem                                      | EA   | 13                 | \$ 150.00  | \$ 1,950.00      |
| 2             | Structure Adjust, Case 1                       | EA   | 12                 | \$ 400.00  | \$ 4,800.00      |
| 3             | Structure Cover, EJ 1040, Sanitary w/City Logo | EA   | 12                 | \$ 900.00  | \$ 10,800.00     |
| 4             | Ultra Thin HMA Overlay, Low Volume             | TON  | 370                | \$ 97.67   | \$ 36,137.90     |
| 5             | Hand Patching                                  | TON  | 20                 | \$ 100.00  | \$ 2,000.00      |
| 6             | Traffic Signs Permanent                        | SFT  | 96.25              | \$ 16.00   | \$ 1,540.00      |
| 7             | Post, 3 LB                                     | EA   | 11                 | \$ 71.50   | \$ 786.50        |
| 8             | Water Shutoff, Adj, Case 1                     | EA   | 4                  | \$ 250.00  | \$ 1,000.00      |
| <b>Total:</b> |  |      |                    | <b>\$</b>  | <b>59,014.40</b> |

**Bid Summary**

|                                       |                      |
|---------------------------------------|----------------------|
| <b>A. Miscellaneous Quantities</b>    | \$ 32,535.00         |
| <b>D. Francis - Phillips to Green</b> | \$ 104,212.20        |
| <b>E. Lyon - Center to Ravinia</b>    | \$ 19,306.40         |
| <b>F. Ravinia - Elkenburg to Lyon</b> | \$ 98,241.20         |
| <b>H. Monroe Blvd.</b>                | \$ 59,014.40         |
| <b>TOTAL</b>                          | <b>\$ 313,309.20</b> |

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

**ARTICLE 6 – PAYMENT PROCEDURES****6.01 Submittal and Processing of Payments**

- A. Engineer will prepare payment requests once per month for Contractor's review and acceptance, in accordance with paragraphs SC14.02A and SC14.02B of the Supplementary Conditions.

**6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments in accordance with Article 14 of the General Conditions and paragraphs SC-14.02A, SC-14.02B, and SC-14.02C of the Supplementary Conditions, during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
  - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate no higher than the maximum allowed by law.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data".
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of

construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

A. The Contract Documents consist of the following:

- 1. This Agreement (pages 1 to 10, inclusive).
- 2. Performance bond.
- 3. Payment bond.
- 4. General Conditions (pages 1 to 65, inclusive).
- 5. Supplementary Conditions (pages 1 to 11, inclusive).
- 6. Division 01-49 specifications as listed in the table of contents of the Project Manual:
- 7. Michigan Department of Transportation Standard Plans:
  - a. Standard Plan R-28 series: Sidewalk Ramp and Detectable Warning Details
  - b. Standard Plan R-29 series: Driveway Openings & Approaches, and Concrete Sidewalk
  - c. Standard Plan R-30 series: Concrete Curb and Concrete Curb & Gutter
- 8. Michigan Department of Transportation Special Provisions:
  - a. 03SP501(F) Special provision for Superpave HMA Mixtures
  - b. 03SP501(G) Special Provision for Recycled Hot Mix Asphalt Mixture

- c. 03SP501(H) Special Provision for Marshall Hot Mix Asphalt Mixture
  - d. 03SP502(F) Pavement Acceptance for Hot Mix Asphalt
  - e. 03SP502(O) Acceptance of HMA Mixture on Local Agency Projects
9. Drawings titled 2014 Street Resurfacing Project
10. Addenda (numbers 1 to 2, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on Monday, August 18, 2014 (which is the Effective Date of the Agreement).

OWNER:

City of South Haven

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

City of South Haven

539 Phoenix Street

South Haven, Michigan 49090

CONTRACTOR

Michigan Paving and Materials Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Michigan Paving and Materials Company

2300 Glendenning Road

Kalamazoo, MI 49001

License No.: \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

# Zoning Board of Appeals

## Regular Meeting Minutes

Monday, March 24, 2014  
7:00 p.m., Council Chambers



City of South Haven

### 1. Call to Order by Lewis at 7:00 p.m.

### 2. Roll Call

Present: Bugge, Miller, Wheeler, Wittkop, Lewis  
Absent: Boyd, Paull

### 3. Approval of Agenda

Motion by Bugge, second by Wittkop to approve the March 24, 2014 Regular Meeting Agenda as presented.

All in favor. Motion carried.

### 4. Approval of Minutes – October 28, 2013

Motion by Bugge, second by Miller to approve the October 28, 2013 Regular Meeting Minutes as written.

All in favor. Motion carried.

### 5. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda

None at this time.

### 6. New Business – PUBLIC HEARING

**Gerald Webb requests a rear yard variance for property located at 109 Brockway.**

Anderson introduced the request for variance per the chairperson's request, as follows: Gerald Webb, 66 Lakeshore Drive, is asking for a rear yard variance for his property located at 109 Brockway. The variance will reduce the required rear yard setback from 25 feet to six (6) feet, four (4) inches. This is requested so that the applicant may adjust the property line to include the encroaching driveway on the

neighbor's property. The parcel number for the subject property is 80-53-837-008-00.

Anderson stated that this application seeks a variance from zoning ordinance section 403-c. and noted it is an unusual request. Noted there were different ways to approach this but the most logical approach is a rear setback variance. According to the applicant, the requested lot line adjustment will result in the applicant not having the required 25 foot setback.

Anderson noted one letter in opposition was received from Michael and Louise Kenny. ZBA members had a copy of that letter emailed to them.

Motion by Wittkop, second by Miller to open the public hearing.

All in favor. Motion carried.

Lewis asked if the applicant was present to state his case.

Gerald Webb, 66 Lakeshore Drive. Noted that his objective is to obtain a variance to obtain a cleaner set of circumstances for future property owners of either parcel. The construction of the single family home is not particularly prohibited, but as easements and other options were discussed with his attorney, he was advised to go with a lot line adjustment rather than an easement to prevent confusion for future property owners.

Lewis asked which properties the applicant owns. 109 Brockway and 508 North Shore, per Webb, are family owned. Bugge asked if this was purchased as a single property. Webb stated it was a single purchase for two properties. Bugge asked how it was listed; Webb cannot recall how it was listed but stated it was a single transaction.

Lewis asked for any other comments.

Pat Lennon, Honigman law firm, Kalamazoo, representing Jay and Julie Alexander of 108 Brockway: Reviewed all the information and feels this application does not meet the standards required for a variance. The scope of the request is eighteen and one half (18.5) feet off a twenty-five (25) foot setback; that is a seventy-five percent (75%) request for relief. Lennon stated that is way too large and doubts if historically the board has granted variances of that scope.

Regarding considerations one (1) through nine (9) in the ordinance, Lennon does not think any of the criteria are met; "granted, if even one standard is not met you must deny the request." Lennon identified the request as inconsistent because the applicant can build on the property as it is if he meets the standards of the zone. The structure the applicant wants to build wraps around the corner; our client's view is that it is not consistent with the Brockway neighborhood. When you look at the

intended use of the property, Lennon and his clients see all of the issues as entirely self-created. The applicant wants to build something bigger because that is his preference and that is the core reason Lennon and his clients think the board should deny the request plus the absence of topographical, physical or other issues that would create the need for a dimensional variance. This should be very influential to the decision. They strongly believe that the application should be denied.

Lennon stated that he thinks the city has an obligation to enforce its ordinance and noted, "I have been before you before and heard that from you." Noted he is glad to answer any questions the board might have. Stated that he has some questions for the city regarding easements, lot line adjustments, and so forth, but that is for another day. Tonight our discussion is about the variance request and we encourage you to deny the variance.

Michael Kenny, 3765 Fleetwood Drive, Portage Michigan has a cottage or house on lot #C490 at the corner of Brockway and Park Avenue. Request that the movement of the northern boundary of lot #C519, moving south, requiring a six foot (6') setback in order to put a house there, be denied. When Kenny built his house, he was required to have a thirty-five foot (35') rear yard setback and while he would have built his house bigger he was unable to do that. Kenny stated that he knew the previous owner, Evert Harrison, personally and Harrison's intent was that those properties formed an estate, which is why the driveway was so far south. Kenny stated that Webb knew this and all the conditions and boundaries when he purchased the properties. Kenny stated, "I feel this request is a lot of gerrymandering and the person who purchased the pig in a poke should live with the lot sizes and find some other way to build a house he wants."

Webb requested a rebuttal. Stated that he is not clear on what the opposing parties' objectives or opposition is on the construction of this home as proposed. "Construction of the home as proposed does not seem to go against the ordinances as they are today; this request provides no individual benefit to myself. This is a responsible act to help future owners avoid conflict. What impact will this request have on the opposition? The home can still be built as proposed without the variance. The home is consistent with the size of other homes in the neighborhood. What is the particular issue? I have not heard anything but general objection." According to Webb, the opposition did not articulate to any of the nine points other than discussing variance conditions that he felt were off topic to be required. The request, as the applicant read it, was not addressed by topographical issues or otherwise. The most important issues, if the neighbors have particular issues, whether the variance is granted or not, Webb stated he would like to work with them.

Lewis requested discussion by the board.

Bugge: On the survey, clarify whether currently this property actually has frontage on both Brockway and North Shore Drive, and is over 11,000 sq. ft. Webb could not respond as he did not have the survey in front of him. Anderson provided Webb with

a copy of the survey. Bugge pushed for an answer. Webb responded, "Yes, it does appear that the property is as stated." Bugge asked why, on the survey, the surveyors indicate a portion as "parcel two"? Webb responded the surveyors did it that way. Bugge commented that the surveyors would have drawn it the way Webb requested it. Webb stated that his request of the surveyors was to take portions of the land where paving were encroaching and relieve the encroachment. Bugge asked if the boundary lines are as they were originally. Webb stated that the boundary lines as indicated on the survey are correct.

Webb noted, in regards to the setback, if the nineteen feet (19') or so that is being requested, if we were to adjust the boundaries and comply with both of those setbacks, would remove nineteen feet (19') off the structure which would be smaller and more inconsistent with the neighborhood.

Bugge asked if different parts of the parcel could be used differently. Webb stated that it could be done, but the house would be much smaller, more like a shed or garage. Bugge suggested that perhaps the structure could be located elsewhere on the lot.

Wittkop noted that the person who buys the property where you propose to build the house would be stuck with a six foot (6') rear setback. Webb explained that the alternative Anderson suggested is an easement, but that would just make that land essentially no ones and everything would stay the same and they would still have a 6' backyard. It would just be a condition of how the land was titled and used. 508 North Shore could still use the driveway, but it would be owned by the owner of the property on Brockway. Webb noted that he thinks his variance request is a more responsible way to approach the situation.

Lennon stated that his clients welcome the opportunity to work with the neighbors, but as we hear the objections it is a reminder that the ordinance is supposed to be upheld and only rarely should a variance be granted. Webb stated that he could still build without the variance but it would be smaller.

The board advised that if the applicant can build something that complies that is what he should do; the applicant could do a variety of things on that property, such as place the home on the North Shore property line.

Lennon pointed out, "Tonight we are here to talk about whether you (the board) should grant this application and my clients and I say 'no' because none of the criteria have been met. Not only have they not been met, the applicant has even admitted that he could build something there without the variance being granted.

Bugge asked which properties the Kenny's own which Anderson noted is Lot 7 on the survey and "right next door" per Lennon.

Motion by Wittkop, second by Bugge to close the public hearing.

All in favor. Motion carried.

Lewis called for discussion from the board.

Anderson reminded the board that discussion has to include discussion of the standards.

Lewis began by reading Standard 1.

**1. Such variance will not be detrimental to adjacent property and the surrounding neighborhood.**

Bugge noted that the requested backyard setback changes the character of the surrounding neighborhood.

**2. Such variance will not impair the intent and purpose of this Ordinance.**

Lewis stated the intent of the ordinance is to keep the neighborhood character.

**3. Exceptional or extraordinary circumstances or conditions apply to the property in question or to the intended use of the property that do not apply generally to other properties in the same zoning district. Such circumstances shall create a practical difficulty because of unique circumstances or physical conditions such as narrowness, shallowness, shape or topography of the property involved, or to the intended use of the property. See Section 2204(2).**

Bugge pointed out that there are no physical conditions existing such as shape or topography of the property that requires a variance for a house to be built, and the encroachment could be improved in alternate ways.

Wittkop noted that Harrison owned all of the property in question.

Lewis pointed out that there is only a fifty foot (50') frontage on either street, Brockway and North Shore Drive, while sixty feet (60') is required.

Bugge noted this is a platted lot.

No other comments received.

**Standard 4. Such variance is necessary for the preservation and enjoyment of a substantial property right similar to that possessed by other properties in the same zoning district and in the vicinity. The possibility of increased financial return shall not of itself be deemed sufficient to warrant a variance.**

Bugge believes that without the variance a residence can still be built there.

No other comments received.

**Standard 5. The condition or situation of the specific piece of property or of the intended use of said property, for which the variance is sought, is not of so general or recurrent a nature as to make reasonably practicable the formulation of a general regulation for such conditions or situation.**

Lewis said this request is not usual; the board does not get this type of request every day.

No other comments received.

**Standard 6. The condition or situation of the specific piece of property or of the intended use of said property, for which the variance is sought, shall not be the result of actions of the property owner. In other words, the problem shall not be self-created.**

Lewis said since the property owner owns both pieces and is currently using them as one piece, this is essentially a self-created situation.

Bugge added that although the current owner did not create this condition, the property was purchased knowing of this condition; it could be called self-created in that he wants to split off a portion of one lot to make room to build another structure on the adjacent lot.

No other comments received.

**Standard 7. That strict compliance with area, setbacks, frontage, height, bulk or density would unreasonably prevent the owner from using the property for a permitted purpose, or would render conformity unnecessarily burdensome.**

Lewis noted the property could still be built upon; it might be small but could still be built.

No other comments received.

**Standard 8. That the variance requested is the minimum amount necessary to overcome the inequality inherent in the particular property or mitigate the hardship.**

No comments received.

**Standard 9. That the variance will relate only to property under the control of the applicant.**

This is true, per Lewis.

No other comments received.

Lewis called for discussion.

Bugge expressed her feeling that there are other options the owner could explore in order to have greater flexibility with the property.

Wittkop stated, "I would agree with that; the property is buildable but restricted on what could be built. That is true of many properties."

Lewis stated that only once during his many years on the Zoning Board of Appeals, was a variance granted for a new building on a property that is buildable.

Lewis called for a motion.

Motion by Wheeler to deny the variance request for 109 Brockway because it does not meet Standard #3 or Standard #7. Second by Bugge.

A roll call vote was taken. A yes vote is to deny the variance request.

Ayes: Bugge, Miller, Wheeler, Wittkop, Lewis

Nays: None

Motion carried.

Variance denied.

## **7. Other Business – Approval of 2014 Meeting Schedule**

After discussion, motion by Wittkop, second by Bugge to approve the 2014 Meeting Schedule as adjusted:

|           |    |
|-----------|----|
| January   | 27 |
| February  | 24 |
| March     | 24 |
| April     | 28 |
| May       | 19 |
| June      | 23 |
| July      | 28 |
| August    | 25 |
| September | 22 |
| October   | 27 |
| November  | 17 |
| December  | 15 |

All in favor. Motion carried.

**8. Member Comments**

There were none.

**8. Adjourn**

Motion by Miller, second by Bugge to adjourn at 7:42 p. m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom  
Recording Secretary

# Board of Public Utilities

## Regular Meeting Minutes

Monday, May 19, 2014  
4:00 p.m., DPW Conference Room  
1199 8<sup>th</sup> Avenue



City of South Haven

### 1. Call to Order by Stickland at 4:00 p. m.

### 2. Roll Call

Present: Burr, Roberts, Stein (ex-officio), Winkel, Stickland  
Rose (ex-officio) arrived 4:16 p.m.  
Absent: Henry, Overhiser (ex-officio)

Also present: Wendy Hochstedler, Finance Director

### 3. Approval of Agenda

Motion by Burr, second by Winkel to approve the May 13, 2014 Agenda as presented.

All in favor. Motion carried.

### 4. Approval of Minutes – April 28, 2014

Motion by Burr, second by Roberts to approve the April 28, 2014 minutes as presented.

All in favor. Motion carried.

### 5. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda

None at this time.

## REPORTS

### 6. Cost of Energy from Indiana-Michigan Power Company (AEP)

- A. 2014 Billings – All Charges
- B. 2013 Billings – All Charges

### 7. Financial Reports

- A. Electric Fund – Financial Report for period ending April 30, 2014
- B. Electric Fund – Review of Percentage Billed

- C. Water Fund – Financial Report for period ending April 30, 2014
- D. Water Fund – Review of Percentage Billed
- E. Sewer Fund – Financial Report for period ending April 30, 2014

Electric Fund: Hochstedler reminded that there was a notation on the electric report that the board wanted to know why Other Operating Expenses and Administrative Expenses are higher than budget. Pointed out that the Administrative Expense is a GRP invoice for \$63,000; Administrative Expense would be less without the GRP invoice. In response to a question, Hochstedler noted that GRP is an engineering firm. Halberstadt noted that this expense should be moved to Account #558; this is simply an accounting error.

Regarding the charge for Employee Safety Program Service, that is part of the operating expenses and Tree Core expenses that are not usually included (\$50,000) plus GRP engineering invoices consisting of \$30,000.

In response to a question from Roberts, Burr said staff is getting ready to do a capital project; at this point Tree Core is just cutting on the back lot lines. Burr noted that it is hard to determine if it these are maintenance or capital expenses at this point. Halberstadt pointed out that it is partly a matter of training our employees to code the invoices correctly so accounting does not have to go back and re-code them.

Stickland said these should have been budgeted expenses to which Hochstedler responded that some of the expenses are new and were budgeted out of capital outlay. Mayor Burr's suggested that, in essence, these expenses are budgeted but in the wrong line at the moment. Hochstedler noted she has no concerns with what is charged there.

Roberts asked if the Year-To-Date items are for the current budget year. Hochstedler said that is correct and Stickland commented on Calendar Year versus Year-To-Date.

Halberstadt said we have a very good accounting system but the employees aren't really trained in how to charge things to the accounting system. Hochstedler said we are still lagging a little on project codes in the electric department, but water and sewer are using them correctly more and more.

Halberstadt explained what Hochstedler really does in these reports, the actuals are really more sophisticated than these reports indicate but staff is trying to summarize things for the reports. Hochstedler explained that the information is available more broken out but there are issues with getting those figures from electric department.

Discussion ensued regarding whether street lights are metered and how the city determines cost for street lights and recoups the cost.

Water Fund. Hochstedler noted a large amount was paid on the debt service.

Sewer Fund. Question by Roberts about why gallons do not show up anywhere on the sewer report. Stickland said sewer is billed by cubic feet; Hochstedler noted sewer charges are based on water usage. Roberts asked about the I&I numbers. Burr and Hochstedler spoke to the capacity of the pumps. Stickland noted that the he receives the daily reports; sewer levels vary based more on the weather than anything. Stickland suggested putting into a report the daily average and the daily peak. Halberstadt will work on some type of

general way to look at sewer usage and will confer with Stickland. Stickland noted that Mulac probably has the figures.

## **8. Utility Billing Procedures Report**

Burr noted that we asked the auditors to make sure that when the money for unpaid utility debt is liened, the money flows back into the utility fund. Noted that compared to other utilities, the city writes off very little for unpaid utility bills. Discussion ensued regarding putting utilities on the property taxes; tax sale; and liens. Hochstedler noted that if the township lets her know when they have unpaid utility debt the city will reimburse (charge back) the township. Burr reiterated that the auditor report was to make sure that things were getting back to the correct account.

## **9. Unresolved Issues Report**

Halberstadt noted he has not done anything with unresolved issues, mainly because there has been discussion about going through the full version of utility rules, regulations and policies. Staff is considering re-issuing the utility regulations in a more modern format.

## **NEW BUSINESS**

### **10. Board will be requested to review electric rates for the 2014-2015 fiscal year.**

Industrial electric rates were discussed, as well as why there was originally a two-step rate required in the old billing system and a difference of policy about using more and being charged less.

Halberstadt noted that the first step does not make any sense; Burr explained it was initiated simply to make the software work. It was set low to keep the industrial rates as low as possible. Back when we had all of those industrial customers, the Public Service Commission was subsidizing residential customers and that philosophy has been completely flipped.

There was discussion regarding demand meter customers. Stickland said our single-phase commercial rates are there for discussion only. Our rates are lower than public power. Stickland noted that Burr suggests we get rid of 5 mils. Burr explained we set the rate structure initially and we had left over a commercial customer who did not have a demand meter. Burr noted that the city has always considered dropping those commercial rates and have not done it. The whole philosophy for charging electric has changed now that businesses have the ability to purchase power from someone else. Burr pointed out that he noticed that Consumers has the same rate for residential and commercial customers, but has increased the monthly charge, with the thought that a utility has more equipment in those commercial facilities. Burr noted that when we do rates again we will probably want to change that monthly rate as well.

Roberts asked if the city identifies whether a customer is residential, commercial or industrial. Burr responded yes, pointing out that many utilities will consider a church the same as a residential. The City of South Haven did not used to but we do now.

Motion by Roberts, second by Winkel to reduce the commercial rate from 0.115 to 0.11 per kwh and to eliminate Step 1 in the industrial and municipal category and charge a fixed rate of \$0.0533.

All in favor. Motion carried.

## **11. Acting Public Works Director Comments**

- A. Next Meeting is scheduled for June 30, 2014 which is the fifth Monday of the month.
- B. Update on Roger Huff.

Huff is coming along slowly with physical therapy, to rebuild muscles and nerves that were damaged. No idea when he will be coming back.

Roberts asked whether he will have to prove fit for duty; after discussion the board assumes that if Huff is on Workman's Compensation he will have to be fit for duty.

## **12. Board Member Comments**

Winkel: Why are the street lights on North Beach and around the corner out for two nights in a row? Halberstadt will have that checked into.

Rose: Covert Township filed for a rehearing before the Michigan Tax Tribunal and Board of Appeals to refer everything back to the Michigan Tax Tribunal. Premise is that if the judge had all the information he may have made a better decision. Noted that all of the county entities, except Lake Michigan College, who receive compensation, have formed a cost-sharing group to help with the expenses. Rose hopes that once all this information is put together there will be a settlement; hope to bring that money back into the county. Explained why they are trying to get personal property taxes counted on the turbine block rather than the turbine alone.

Brief discussion regarding Palisades and decommissioning.

Rose said if anyone on the board wants to read the documents, they are no longer confidential now that the township has filed. Roberts asked whether she thinks the tax court will be punitive. Rose said they could be, which is why we framed it that if the judge had all the information he might have made a different decision.

Stickland said if it comes to fruition it will be good for the township. Rose responded that it will be good for the whole county, roads; schools; intermediate school district (ISD), sheriff's department.

Hochstedler asked why Lake Michigan College is not involved; Rose explained that they are approaching the Community College group.

Burr: Had a meeting with property owners regarding the tree trimming on back lot lines in preparation for the upgrades on the secondary. Expressed surprise that people are very cooperative due to fear that trees will fall on their houses.

Rose: Wonders what the impact will be on the electric fund due to Meijer's.

Stickland: Had our meeting with IMMUDA; the city's energy rate goes up but our demand charge goes down. The cost of power is going down.

**13. Adjourn**

Motion by Burr, second by Roberts to adjourn at 5:00 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom  
Recording Secretary

# Board of Public Utilities

## Committee Minutes

Tuesday, June 10, 2014  
12:00 p.m., Water Filtration Plant Conference Room  
60 Water Street



Introduction by Brian Dissette: The purpose of this meeting is to keep key stakeholders up to speed. Noted that Abonmarche has been working with the city, studying and evaluating the sewer system in connection with assisting with timelines for grant and SAW applications to fund future capital projects with sanitary sewer and developing a five (5) year plan. There will be an overview by Chris Cook, President and CEO of Abonmarche and Scott Smith, City Attorney, will go over legalities.

**1. Call to Order by Stickland at noon.**

**2. Roll Call**

Present: Burr, Overhiser (Ex-officio), Rose (Ex-officio), Stein (Ex-officio), Stickland  
Absent: None

**3. Approval of Agenda**

Stickland approved the agenda as written.

**4. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda**

None at this time.

**NEW BUSINESS**

**5. Board will be requested to discuss regional issues pertaining to the Water and Sewer Systems.**

Chris Cook, Abonmarche: Gave a brief review of the work done thus far and where it is heading, referencing a handout distributed to everyone.

**Page 2:** Looked in every manhole and other areas within and without the city; reviewed flow records; did flow metering and computer modeling to see how things would react to a storm; did smoke testing which piggy-backed onto the city's smoke testing; televised key areas in addition to the city's videoing. Outlined the Project Plan; looking for funding through the state revolving fund and other funding mechanisms. Expects to complete the study by the end of 2014.

**Page 3:** Did utility mapping; verified and added data to a map.

**Page 4:** Shows where flow meters were placed to show how it is during dry periods and during storm events.

**Page 5:** Smoke testing. As the study progressed we found areas we wanted to focus on. Also shows connections that shouldn't be there.

**Page 6:** Indicates televising done between 2002 and 2012 by the city and from there Abonmarche picked up and sent video cameras through the sewers to find structural issues need to be dealt with.

**Page 7:** Phases and sub-phases color-coded. Red: Coordinate with Dyckman bridge project. Tan: Continuation of work on Kalamazoo Street, Center Street and other nearby streets, as well as Indian Grove pump station (which carries flow from city and township). Yellow: Phase 2. Indiana Avenue, North Shore Drive including ongoing regular sewer maintenance requests and video discoveries of areas needing work. Phase 3: Big project including the head works at wastewater treatment plant. Phase 4: Inflow & Infiltration removal.

**Page 8:** Current cost estimates for work described above.

Burr brought up whether the streets will be dug up to get to the sewers, to which Cook and Halberstadt responded that there are some trenchless technologies, but there are various issues, including alignment with the existing sewers.

Burr asked if this project plan still includes moving the lift station to the sewer plant. Dissette asked for details. Cook noted that the plan takes the two lift stations near the plant and moves them closer to the head works of the plant and increases the size. In the past, sewer overflows have happened; this should fix that situation. Modeling shows the main lift station, even after Infiltration and Inflow will still be undersized, so in the process will make that station larger.

Burr questioned whether the lift station by the fish station will be going away. Halberstadt indicated it will probably be south of the tall brown head works building. Cook said that lift station will be located away from Dunkley. Halberstadt confirmed it will be within the fenced area of the treatment plant.

Stickland asked whether the size of pipe going into the main lift station has sufficient capacity to which Cook responded that the modeling shows that will be okay.

Cook indicated that the cost of the main work is approximately four million dollars (\$4M) and Indian Grove an additional seven hundred thousand dollars (\$700,000). That approaches half of the costs. Eleven million dollars (\$11,000,000) in construction and almost thirteen million dollars (\$13M) in total to be funded through the state revolving fund. Interest rate now is 2.5%.

**Page 8:** Project schedule, based on SAW grant, city will be in Phase 2, maybe fall 2014 or spring 2015. Noted that funding for Phase 1 has been delayed as the state works through

bonding issues, particularly related to the Detroit bail-out. Getting started fall 2014 might be ambitious, but that was the original plan. Some of the dates will slide a bit. Generally flows from 2014 up to 2022, with first phase projected to do ravine work this year and next; Kalamazoo Street 2016 to 2017; Indiana Avenue through 2019; main pump station could span 2017 to 2021 between design through construction. We want to push that (main pump station) off a little because it is costly, but also to see how the flow tactics affect things. Final phases will run through the 2020s. The projects are phased to ration out the funds and equalized a bit to try to equalize the impact from a rate payer standpoint and in reasonably sized chunks, as well.

Cook concluded, "That's where we've been and where things are headed. Questions?"

Rose asked how much SAW will cover to which Cook responded that of the \$750,000 for design work in Phases 1 through 3, ninety percent (90%) state funded and ten percent (10%) local.

Dissette indicated that there are no surprises in Chris Cook's presentation. We are looking at big dollars as relates to the sewer system. Circumstances forced staff to look at the water plant; it involved all of us; negotiated buy-back agreements with water and sewer authority and Covert Township. Dissette noted that he is not sure about how much is available in the sewer fund, but there is a window of opportunity during which we have about five (5) years before major work occurs on the sewer plant. Today is an opportunity to start the discussion on how we fund the improvements to benefit all of our users. Dissette is "hoping to engage in a series of conversations about future capital needs, wastewater treatment and across the infrastructure." Dissette noted that he has been talking with Scott Smith about contracts and the future of how these things are handled. "We have some time, but not a ton of time, to figure out how to fund these capital projects."

Dissette indicated that Smith will talk about ways he can see to fund this.

Smith asked Cook if what he hears Cook saying is that as the Infiltration & Inflow removal proceeds, flow at the lift stations will decrease and determine how they are designed, which Cook agreed is correct. Smith noted that it sounds like the treatment plant has plenty of capacity and wondered, "Have the townships done studies on future needs and future growth patterns?" Overhiser, Casco Township Supervisor, stated that when the township refinanced they looked at the future in a definite way. Smith questioned whether Cook has factored growth into his estimates to which Cook indicated that a growth factor, based upon other regional studies, that the average flow would exceed .45m gallons per day. A year or so ago we metered and they were below that, but when a rain event occurred, they definitely exceeded the .45m gallons per day. Chris said wet weather flow in the township experiences the same thing. Smith asked if townships need to identify some of the areas they can correct. Stein, South Haven Township Supervisor said they have identified some problems and done some corrections.

Smith asked, "Do the parties like the current situation where you have a supplier of services and customers, or do you want to look at common ownership through an authority, where effectively you own and operate the system." Smith indicated that he likes to ask those questions when the right people are in place to have cooperative/collaborative conversations that can reach a rational result. This is a good point in time to ask those questions; we have leadership in place in all communities that are able to have those

conversations. Smith stated he is not presupposing what answer is best for you in your communities. The advantages with an authority are that everyone shares in all costs, particularly if it's a larger authority providing resources. There may be work in Inflow and Infiltration, and other areas, in the townships as well as in the city. Another of those advantages is in sharing and spreading those costs. Same things can happen in terms of expansion of the systems; figure out how best to share costs of expansion. We all know if there are expansions in plant capacity it is hard to pass that on to a developer. Dissette thought we might start the discussion on what that might look like. Authorities can be set up in different ways; depending on what you all want to do.

Smith gave some examples of structuring. Rose said Covert has water only; the other townships have water, sewer and electric. Smith said all entities could be done the same or have different authorities for each entity; Smith wants to collaborate with the engineers to bring about what the various entities want to do.

Dissette said we have a large capital project coming down the pike but the model we have right now is confusing. When we're working on a Meijer's, an Aldi's or a residence customers have to go to city hall, then to the township and on to public works; it is confusing and there are lots of layers of government. There may be a window of opportunity to fine tune the system we have created.

Stickland questions what the problems are with the existing agreement we have as we look to the future. Smith indicated that from his perspective, there are myriad agreements that all overlap and create some rights and we are constantly flipping back and forth from various documents to figure out what goes with what. When we're dealing with somebody outside the community, we have to say this group does this, that group does that, and so forth; this is confusing for people working on the outside. Smith also noted that the city is constantly billing various funds and accounts back and forth for work that gets done. When we look at funding capital improvements, we have to determine which township is responsible, or is the city responsible. Smith continued, "Do we pro-rate and bill? Is it workable? Yes. Can we continue the way we are? Yes. Has it been acrimonious? Mostly not. Occasional flare-ups when one party thinks one thing and another thinks it means something else. Is it terribly broken? No. Could it be better? Yes."

Dissette said we did capacity buy-back agreements; worked out capital buy back agreements because there were still available capacity, estimated the cost of the plant and value of used capacity then wrote a check back to those two different bonds. As we moved forward, if you are in Covert or Casco a new customer, in addition to paying the local fee, pays the city an availability fee that funds debt service on this plant. The authority does not appear to have exceeded daily capacity but that day is coming. Also know that we need to do for this project (sanitary sewer/wastewater treatment plant) what we did for this (water filtration) plant. Smith interjected, "From the township perspective, would you rather be an owner than a customer?" Dissette indicated that the city has a lot of toes in the water as relates to regional authority. Stein commented that he is not opposed but the only thing is that the South Haven and Casco townships have some major debts out there that we have to take care of which you would not want an authority to undertake. Stein pointed out that there are some issues on this project that are a little different than this water plant. The township authority has no issues with some of the lift station issues; the issue is what the rates would be to the township customers for the local system for the city and how debt is going to be allocated. These rates could mean different things to a township customer than

a city customer. Stein noted that South Haven Township has some old sewer pipes, such as on Cherry and Lambert, while there are significantly less in Casco.

Smith asked how much South Haven Township's debt is which Stein approximated at around twenty million dollars (\$20M). Addressing that debt would be an issue per Stein. Complaints regarding mandatory connection to sewer has calmed down a bit according to Stein; the township just sent out a ninety (90) day notice in April. Stein remarked that at least four (4) people have contacted them, who are already connected. "Why didn't they contact us when we sent out the first two letters?" Stein also indicated that there are approximately forty properties outstanding because "we haven't been able to contact due to foreclosure or receivership." Stein's question is to figure out how this baggage would all meld together.

Overhiser noted that in the 1980s the agreements said the townships were to receive the value of a new plant. It becomes a little more problematic to rationalize obsolescence and growth when you look at the sewer plant. Stickland commented that a determination on what is trunk line and what is plant would be helpful.

Smith asked if Stein knew what the interest rate is on the township's bonds. Stein responded that the township has just refinanced some for two per cent (2%). The interest rates on most of the bonds is under five per cent (5%), but Stein is not sure what the interest rates are per se. Stein reiterated that he is not opposed but he is aware that there are some obstacles that are going to have to be addressed.

Stickland said even if we go to an authority, those things have to be addressed. There are, according to Smith, a number of ways that could be accommodated, if it makes financial sense to everybody to do that. Resulting rate structure could be done in a way that is fair to all users and that users perceive as fair. Stein said the local things that have to be done in the city are easy to address, the ways a township person will benefit may be more difficult. Smith said if we do local things and potentially reduce the capacity, we need to determine what the other things are. Smith said there may at least be a conversation to be had about it. Stein noted that he is a little versed on what is going on, but the biggest issue will be the residents. Smith said if the debt is shared and they see the quid pro quo that might be the way; we can look and see if it makes sense and then talk about it. Disette says we realize we have some costs, Indiana Street, for example, cannot be tied back to the farmers in South Haven Charter Township. Disette said the county drain commissioners are doing assessment districts. That is a possible way to address local versus township costs; might be a good way to explain it locally.

Smith noted that the state is now forcing you to fund a replacement and coverage requirements are being enforced. The SAW grants requires that. There may be changes in the accounting standards coming, too. The thinking is that we need to pay the cost of wear and tear as we go along. Disette said Chris has big numbers but that's only half of it; there are also sewer treatment plant costs.

Stein said we can talk about the pros and cons, how to handle township debts, how to keep them separate and make sure they are funded. This can be complicated, but Stein is not opposed to funded depreciation; "Have the locals take care of infiltration and trunk lines; taking care of infiltration is the cheapest plant capacity out there. Run some numbers, run some scenarios so we could see how things are funded." Overhiser is not opposed to any

relationship and noted that the current relationship is working. Convincing the residents that we need more capacity is difficult because “they’re fine; their toilet flushes.”

Dissette asked how bad the hit was that you guys took related to the water agreements. Stein said we get the same complaints the city gets; plunking down those four thousand dollar (\$4,000) fees. Developers are screaming that the utilities are stifling growth in South Haven Township. Stein noted that Casco has high end homes so their development is going quite nicely; South Haven Township could be helped to grow is to make it more inexpensive to build homes for the more moderate priced people.

Stickland asked if our connection fees are out of line with other communities. Stein said that is hard to determine; in cities some of the connection rates might be kind of low but you do not necessarily know (if it is an apple for apple comparison) because the city may have lower connection rates to stimulate development but charge more in taxes.

There was discussion regarding the cost for a new construction connection, which Smith said seems to be approximately twenty-five thousand dollars (\$25000). Most places in South Haven Township the reason for us to have water is that wells are not available. “We have a high water base so it’s difficult to get a septic system; ‘Indian mounds’ are twelve to fifteen thousand (\$12,000 to \$15,000) and guaranteed to fail in twenty (20) years.”

Dissette questioned how to address capacity questions; how could we share some of the existing costs and whether the township supervisors feel that the boards would be receptive to (forming an authority). Overhiser noted that if you look at water we are really there. It is going to be an educational exercise on convincing everyone we need to be able to grow and this is the crossroads at some point. The last link we do not have is the sewer system and the authority. Dissette asked if the supervisors could see a real battle coming, asking people to give up the utility board. Overhiser does not think it would be. Halberstadt interjected that the townships would be giving up the township board for a seat on a different board.

Stickland asked if part of the issue persuading constituents that this needs to be funded/spent. Overhiser explained that our residents looked upon this board as the townships not having a say. With an authority, at least the residents would have a vote; that would be a benefit. When South Haven Area Emergency Services (SHAES) was organized the townships paid more. Limited capacity might limit our capacity to grow. Overhiser pointed out that Casco Township has developments approved; infrastructure in; “we are going to hit the ceiling before we get them filled up.”

Burr asked if there is an existing city/township somewhere we could look at to model after. Smith said there are some authorities; Northwest Ottawa Water System in Grand Haven. Kalamazoo just did something. Smith also noted that there are a variety of ways to do this; any way your mind can imagine, it can be configured that way. The statutes are pretty flexible. Outstanding debt has to be addressed; systemic engineering problems have to be addressed. Have to pay debt service. Fees have to be roughly proportional to the benefit people are receiving; someone cannot be subsidizing someone else. Smith concluded, “Within those givens, if it’s possible that it makes fiscal sense, we can structure it.”

Dissette said the most recent authority with which the city has been involved is the Recreational Authority. The way that is structured, if they want additional debt, that goes to the voters as a millage. Smith said we would be using a different statute than the Recreation

Authority used. The statutes are very easy, very versatile; however, if you were to levy a tax, you would have to have a vote. Overhiser asked about debt to which Smith responded “You (an authority) can issue debt” and further explained that the mechanism chosen is dependent on how you want to fund it. Smith noted that there is some borrowing coming that will bring benefit to all, but ultimately there will be more debt coming; if we don’t deal with it now, we will be back in five (5) years or less. Smith stated that the council has signed off on other authorities; the council has consistently placed a lot of trust in appointed officials and this is a proactive way to take care of debt.

Overhiser asked about special assessment districts. Dissette noted that the Indian Grove Lift station has benefit to both city and township. However, the utility is struggling with “can we do that without the authority’s formal blessing?” Dissette is not sure.

Smith asked if Dissette has the last South Haven Township Audit. Dissette said they pulled it from the Treasury. Stein commented on the length of time left on those. Overhiser said half of our debt is what we re-funded twelve (12) years ago.

Stein brought up indirect to direct hookup fees. Halberstadt said if we have to build a new service between the main and the property line, infill developing, it is four thousand dollars (\$4000) for sewer and two thousand dollars (\$2800) for water. Halberstadt clarified, “that’s adding a new service to a lot that has never been serviced before.” After questions regarding availability fees for water & sewer, Halberstadt informed that it is about seventeen- to eighteen thousand dollars (\$17,000 to \$18,000) for everything. Stein pointed out the difference of developments where the developer put the infrastructure in as opposed to individual tap fees. Township tap fees are probably about the same, including the four thousand dollar (\$4,000) connection fee. Debt service is in the monthly bills. Dissette said for Casco Township debt service and availability fees are seventy dollars (\$70) per month before they turn on the spigot.

Smith suggests assembling a fee schedule: Connection Fees, Special Assessment, Interest Rates, Bonds, as much data as we can get. Halberstadt noted that the treatment plant study is already done. Smith responded, “Then get with Chris (Cook) and try to crunch foreseeable numbers and see if it is feasible at all or if it is something we should shy away from and just continue as we are.” Stickland noted that Casco has a larger share of the pie. Stein noted if you have a fairly large amount of infiltration at Dyckman, if we could do away with that it, will add quite a percentage. Smith pointed out that may reduce everybody’s cost.

Dissette interjected that over the next two (2) months he would like the city attorney and the city engineer to partner up and put together your best thoughts, then he would like to catch you an hour or two before the August Board of Public Utilities (BPU) meeting and get this working group together again.

Dissette said there may be another carrot out there – SAW funds – that’s just another reason to have these conversations – put together a regional application. Rose asked about Governor’s partnership – Dissette said we have applied for that for attorney fees – whether or not we will apply again in upcoming fiscal year, don’t know, but if you’re not applying shame on you.

## **6. Other Business**

Dissette: Barbara Rose has contacted us on issues related to the water system in Covert. Roger Huff, Department of Public Works Director, was working on this issue. Huff's accident has set the city back quite a bit on quite a few issues. Dissette explained that the city is going to owe some money to Covert. "Could we have gotten a final answer to you sooner? Yes, we could have; we have been slow but we will get that to you." After questions, Rose commented the issues are related to maintenance issues. "Rendell asked who would pay for the water tower along with other issues which were raised. In our contract having gone from a retailer to a wholesaler, some things may have slipped through the cracks; we're all working together to get some answers, so thank you."

Burr, on funding depreciation, asked what percent is mandatory, to which Smith responded there is a formula built into some of the SAW grants he has seen. This is usually what the engineers and accountants do, but Smith knows it is there and coming. Cook noted that it falls into the permitting process and agreed it is coming soon. Smith we already have to account for depreciation. Burr said when we do rates next year that will be an issue. Overhiser asked if there has to be a dedicated fund. Smith said no, the state just wants you to start doing this, going forward it is a good thing to get out of this debt cycle. Dissette asked if this is done as revenue bonds, would we have to do a bond reserve for Chris' work and funded depreciation. Smith explained that the utility is supposed to collect what is needed every year so if you lose a large customer, or have people not paying en masse, the funds are still available to keep your system running.

## **7. Adjourn**

Stickland declared the meeting adjourned at 1:40 p.m.

RESPECTFULLY SUBMITTED,

Marsha Ransom  
Recording Secretary

## **SOUTH HAVEN AREA REGIONAL AIRPORT AUTHORITY MINUTES**

July 16, 2014

The Chairman, Ren Wright called a regular meeting of the South Haven Area Regional Airport Authority Board to order at 7:30 PM in the terminal building.

Roll Call: Todd Jensen, Clark Gruber, David Orr, Jon Woodhams, Dave Johnson, and Ren Wright. Excused: Fred Bower, Barbara Rose, Don Woodhams, Ken Ratzlaff and Charles E. Smith.

Agenda: Moved by Ren Wright, seconded by Jon Woodhams to approve the Agenda, approved.

Public Comments: None.

David Orr moved and Ren Wright seconded to approve the Consent Agenda:

- A. Minutes of the June 18, 2014 Authority meeting be approved.
- B. Bills from June 19, 2014 through July 16, 2014 totaling \$39,035.32 be approved.
- C. Manager's report dated July 16, 2014 be approved.

A roll call vote was taken; Yeas: Jensen, Gruber, Orr, Woodhams, Johnson and Wright.  
Nays: None. Approved.

Committee Reports: The Executive Committee met with Mead & Hunt on 7-10-14 to discuss our approach survey. Mead & Hunt to apply to MDOT Aeronautics for an aerial approach survey using our entitlement funds. The Fly In Committee met with Rotary on 7-11-14 and worked out plans for the Fly In.

Old Business: None.

New Business: None.

Member Comments: David Orr asked for clarification in the June 18 minutes.

Ren Wright moved to adjourn the meeting at 7:40 pm, seconded by David Orr, adjourned.

# Memo

To: Brian Dissette  
City Manager

From: Jeannine Blair  
Special Events Coordinator

Date: August 7, 2014

Re: SHHS 2014 Homecoming Parade and RAM Rally  
2014-46

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SHHS 2014 Homecoming Parade and RAM Rally Special Event is a parade through downtown culminating in a Pep Rally event at Ratcliffe Field. The Pep Rally would include Field House Tours, marching band and cheerleading presentations, football team introductions and possibly community tailgating (serving of food). Events will conclude with an “extinguishing” of the opposing team’s mascot (The Comets) by SHAES fire truck.

This event will take place on Thursday, September 25<sup>th</sup>, 2014 with an alternative rain date, for parade only, on 9/26/14. The event will start at 5:00 pm and will end at 7:30 pm.

Proof of Insurance has been provided.

# CITY OF SOUTH HAVEN

## Special Events & Festivals Application

FOR OFFICE USE ONLY

Special Event # 2014-46

Date Received 8/6/14

The Special Events & Festivals Information Pamphlet must be read before filling out this application.

Complete and return this application to the Parks and Recreation Office at least 21 business days prior to the start of the event.

A new application must be submitted each year.

I have read the Special Events & Festivals Information Pamphlet and will fill out this application completely; agreeing to follow all policies and regulations set by the City of South Haven.

MB  
Initial

7/30/14  
Date

### CONTACT INFORMATION

Event Title: SHHS 2014 Homecoming Parade and RAM Rally

Sponsoring Organization: SHHS Student Council

Applicants Name: Madelyne Bettis, Advisor

Telephone #: (269) 290-5119 (cell) Phone # During Event: (same)

E-mail Address: mbettis@shps.org

### Other contacts for/during event

Name: Jeremy Burleson (AP) Telephone: (269) 214-4223

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

### EVENT SPECIFIC INFORMATION

Event Location: Parade Route + Ratcliffe Field

Date(s) Requested: Thursday, Sept 25, 2014 Alternative Date(s): Parade only 9/26/14

Start Time: 5:00 pm End Time: 7:30 pm

Any event that exceeds 10:00 P.M. has to be approved by City Council

Number of people expected to attend: 200 persons

### EVENT DESCRIPTION

Please give a description of the event (Please attach a separate sheet with details if there is not enough space below).

Planned event is a Parade through downtown culminating in a Pep Rally event at Ratcliffe Field. The Pep Rally would include Field House tours, Marching Band and cheerleading presentations, Football team introductions and possibly community tailgating (serving of food).

Events will conclude with an "extinguishing" of the opposing team's mascot (The comets) by SHAES Fire truck.

**MAPS/LOCATION – mark event items on map(s)**

Check items below that apply to your event. **All items checked below must be indicated on the MAP(S).** Maps can be found on the city's website. Please note, **map(s) must be submitted with the Special Events & Festivals Application.**

City property or city park use. **Show locations of fencing, barriers, or barricades. Include streets and/or sidewalks to be closed or barricaded on map(s).** To ensure requested items, such as cones or barricades, are reserved and available for the day of the event, please complete the **CONES AND BARRICADE REQUEST FORM** and submit it with the Special Events & Festival Application. Requested items are available Monday through Friday during office hours between 7:00am and 3:30pm; the office is closed during lunch from 12:00pm to 1:00pm. Should you require an alternate time a **\$50 After Hour Charge** will be assessed. Please note, if the Cones and Barricade Request Form is not submitted, the City of South Haven can not guarantee the requested items will be available for the event, **first come - first served, limited quantity available.**

Barricade Request: Mark locations on maps. Barricades that are damaged or not returned to the Public Works Department will be charged \$25.00 per barricade.

Cone Request: Mark locations on maps. Cones that are damaged or not returned to the Public Works Department will be charged \$10.00 per cone.

Explain closure \_\_\_\_\_  
\_\_\_\_\_

Entertainment, dance, tent or stage. Mark locations on maps.

Event Command Post. Mark location on maps.

Dumpsters and/or trash containers. The Mark location on maps.

Portable toilet facilities. Mark locations on maps. How many? \_\_\_\_\_  
The City requires the use of portable facilities for events expecting over 500 attendants.

Parade. Mark beginning area, the route\* (with arrows) and finish area on maps

\*If Business Route I-196 needs to be closed for the Parade you will need to contact Department of Public Works at 269-637-0737 to obtain a MDOT permit for road closure.

Participants. Mark parking areas, bus locations, and special passengers on maps.

Relay event. Indicate "hand-off" points and areas of participant equipment impact.

Aircraft landing / hot air balloons. Mark location on maps.

Fireworks/pyrotechnics site. Mark location on maps.

Vendors/General Merchandise concession areas. Mark areas on maps. Name of contact person for vendor(s)

**Vendors and General Merchandise Concessions will not be allowed in the Central Business District (CBD). Please refer to the Special Events & Festivals Information Pamphlet for a detailed map of this area.**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Note: Number will be given for all vendor inquiries. It is suggested that the Sponsoring Organization issue a paper permit to be displayed by vendor to let city and event staff now they are an approved vendor.

First Aid facilities. Mark location on maps. List agency providing staff and equipment

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Live animal sites. Mark location on maps and describe: \_\_\_\_\_

Any other item(s) that should be included on maps. Explain: \_\_\_\_\_

**ADDITIONAL EVENT INFORMATION**

Liquor License  
The sale and consumption of alcoholic beverages may occur on publicly-owned property located with the approved Downtown South Haven Special Event Area. Guidelines for such special event liquor licensing are available in the Special Event & Festivals Alcohol Policy. These policies require that an application be filed with the City of South Haven and the Michigan Liquor Control Commission.  
City of South Haven Liquor License Application  
Michigan Liquor Control Commission Website

Liquor license application must be submitted before the city will process this special event application.

Noise: Please describe i.e. music, sound, amplification and any other noise that impacts surrounding area. Provide dates and times noise will occur. **All noise must stay with in the city's noise ordinance. Noise Ordinance Sec. 30-28. City Noise Ordinance will be enforced.** If you have any questions about the noise ordinance please contact the local police department 269-637-5151.

Band and PA announcements at Ratcliffe field.

Potential Parade floats with music playing.

Date: September 25, 2014 Time: 5p-7p (window)

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Signage: Prior to the event a list of all signage (example: sandwich boards, banners, etc.) and placement of the signage needs to be turned in to the city's Parks and Recreation Supervisor. Upon submission the signage requests will be reviewed by the Parks and Recreation Supervisor; additional approval may be required.

Street Marking: Painting and marking on roads and sidewalks should be held to a minimum, and paint specifically designed to wear away in a short period of time and approved by the city shall be used. Please contact the Parks and Recreation Supervisor for approved list.

**CITY SERVICES**

Are you requesting any utility services to be provided:  Yes  No  
If yes, explain: \_\_\_\_\_

If electric utilities requested, name of festival person or electrician who will be responsible:  
Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Will vendors be using electric utilities:  Yes  No  
If yes, the city's Electrical Inspector will be making inspections of all vendors using electric during events. A charge of \$10.00 per vendor will be billed to the Sponsoring Organization (NOT the vendor) following the event.

Will you require additional police services:  Yes  No  
If yes, explain: Parade escort, student and crowd management  
at the Rally at Ratcliffe field.

Will you require additional fire/ambulance services:  Yes  No  
If yes, explain: fire department to maintain and extinguish the  
flame of opponents mascot.

Additional fire information: Mark all that apply

- Tents                       Concessions                       Exits                       Compressed Gases  
 Extinguishers                       Electrical                       Exposed Flames  
 Other: \_\_\_\_\_

If you checked any box in the "Additional fire information" section, you **MUST** obtain a "**FIRE & LIFE SAFETY (Form A3) REQUIREMENT FOR VENDORS, PARTICIPATING IN FESTIVALS, FAIRS AND ALL OTHER OUTSIDE EVENTS/ACTIVITIES**" information form from the Deputy Fire Chief. Please contact the South Haven Area Emergency Services at 269-637-5151 located at 90 Blue Star Hwy.

The primary concern during an event is Public Safety. In the event of inclement weather the City of South Haven has the right to cancel or postpone any special event; this includes the City Manager, Police Chief or his designee and Fire Chief or his designee.

#### INSURANCE

The city requires proof of insurance (\$1,000,000) naming the City of South Haven as "additionally insured". The Proof of Insurance Certification needs to be turned in with the Special Event application.

Is the Proof of Insurance Certification Provided with Special Event Application?    Yes    No

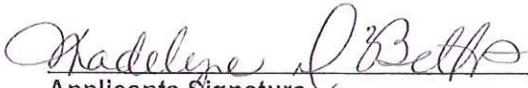
#### REMINDERS

Please make sure the following items are turned in with the Special Events & Festivals Application

- Map(s)  
 Proof of Insurance Certification  
 Cones and Barricade Request Form (if applicable) *TBD*  
 Submitted liquor license application (if applicable) *N/A*

#### INDEMNIFICATION AGREEMENT

The undersigned agrees and promises, as a condition of approval of this Special Events & Festivals Application to defend, indemnify, and save harmless the City of South Haven, its agents, officials and employees from all suits, claims, damages, causes of action or demands of any kind and character arising out of resulting from or in connection with the use of said Public Property

  
\_\_\_\_\_  
Applicants Signature

8/5/14  
Date

Please return to:  
Parks and Recreation Supervisor  
Department of Public Works  
City of South Haven  
1199 8<sup>th</sup> Ave  
South Haven, MI 49010  
Phone: 269-637-0772 / Fax: 269-637-4778  
Hours: Monday-Friday 7:00a.m. – 3:30p.m.

Please remember this application must be submitted to the Parks and Recreation Office  
at least 21 business days prior to the start of the event.



Department of Public Works  
 DPW Building • 1199 8<sup>th</sup> Ave. • South Haven, Michigan 49090  
 Telephone (269) 637-0737 • Fax (269) 637-4778

## Cones and Barricades Request Form

Requester's Name Madelyne Bettis (SHHS student Council)  
 Date Requested Thursday, September 25, 2014  
 Organization/Committee South Haven Highschool  
 Mailing Address 100 Elkenburg St.  
South Haven, MI 49090  
 Office/Main Phone 637-0502  
 Cell Phone (269) 290-5119

EVENT: 2014 SHHS Homecoming Parade + Rally      DATE of EVENT: 9/25/14

| CONES | Quantity | Who will pick up cones<br>(Please Print Legibly) | Cell Phone | Pick Up Date/Time | Return Date/Time |
|-------|----------|--|------------|-------------------|------------------|
|       |          |  |            |                   | AM<br>PM         |

Please note: Street cones that are damaged or not returned to the Public Works Department will be charged \$10.00 per cone.

| BARRICADES | Quantity                 | Drop Off Location<br>(Please Print Legibly) | Contact Person<br>Cell Phone | Drop Off Date/Time | Pick Up Date/Time |
|------------|--------------------------|---|------------------------------|--------------------|-------------------|
|            | *Per Tire chest Ron wise | Ratcliffe Field<br>Parking Lot Area         |                              | 9/24/14            | 9/26/14           |

Please note: Barricades that are damaged or not returned to the Public Works Department will be charged \$25.00 per barricade.

Borrower's Signature: Madelyne Bettis

Authorized by: \_\_\_\_\_

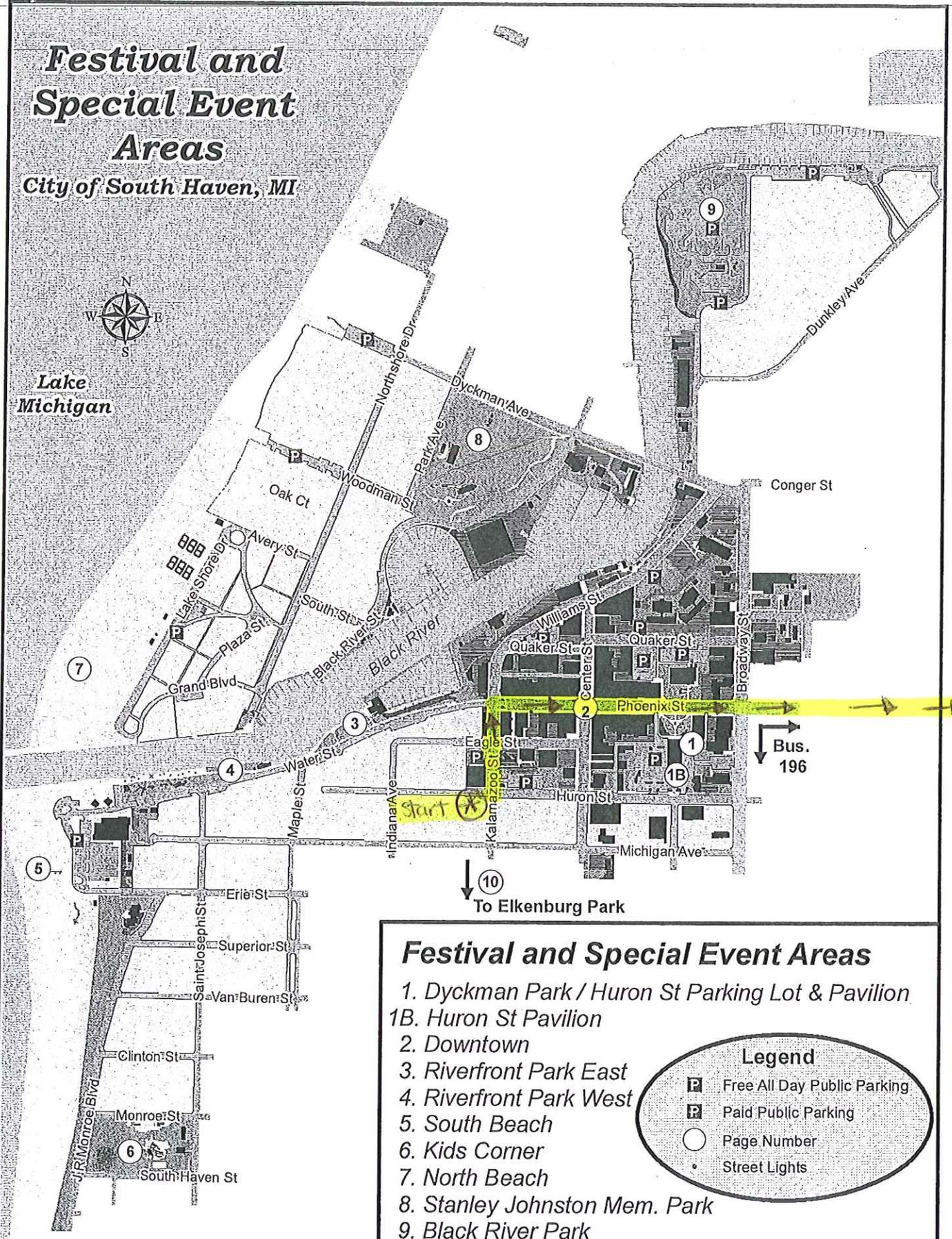
MAP  
Parade Route

# Festival and Special Event Areas

City of South Haven, MI



Lake Michigan



## Festival and Special Event Areas

1. Dyckman Park / Huron St Parking Lot & Pavilion
- 1B. Huron St Pavilion
2. Downtown
3. Riverfront Park East
4. Riverfront Park West
5. South Beach
6. Kids Corner
7. North Beach
8. Stanley Johnston Mem. Park
9. Black River Park
10. Elkenburg Park

### Legend

- Free All Day Public Parking
- Paid Public Parking
- Page Number
- Street Lights

Hubbard St. →  
 END  
 Michigan Ave  
 Rattlesnake Field





## **Proposed Amendments to the Provisions for Single Family Dwellings to the B-3 Zoning District**

### **Background Information:**

In January of 2014, the planning commission held a public hearing on certain amendments to the B-3 Waterfront Business zoning district. One amendment included provisions to allow single family homes on individual lots in the B-3 zone. This ordinance amendment was adopted by the City Council on March 17, 2014.

Upon closer review, the City Council determined that modifications were required to the amendment to clarify that no lot splits for single family homes will be allowed in the B-3 zone and the special use requirement that the parcel could not be used for another permitted use could not be the result of any action of the property owner. These amendments were drafted by the city attorney and forwarded to the planning commission for review.

At the July planning commission meeting, a public hearing was held after which the planning commission decided that additional adjustments to the text were needed. There were no public comments received at that meeting.

The subcommittee and staff worked with the city attorney to refine the amendments. It was the opinion of the city attorney and staff that the changes made are not of a severity which required a second public hearing. A resolution recommending City Council adoption of the amendment was made at the August 7, 2014 meeting.

### **Recommendation:**

At the August 18, 2014 meeting, City Council members may introduce the zoning ordinance amendment to the public. No action is required at this time unless Council members have concerns with the amendment which need to be directed back to the planning commission for further consideration.

At the September 2, 2014 City Council meeting, the members may elect, through a simple majority vote, to adopt the zoning amendment as presented, deny the amendment or adopt the amendment with some modifications. If the amendment is adopted, it will become effective ten (10) days after the City Council vote. A draft ordinance for the amendment is included in this packet.

### **Attachments:**

Resolution to City Council  
Proposed Zoning Ordinance Section 901 amendment (Attachment A)

Respectfully submitted,

Linda Anderson  
Zoning Administrator

**PLANNING COMMISSION  
CITY OF SOUTH HAVEN**  
Van Buren and Allegan Counties, Michigan

Motion by Commissioner Frost and Second by Commissioner Miles to approve the following resolution:

**RESOLUTION 2014- 0002**

**RESOLUTION APPROVING AND RECOMMENDING CITY COUNCIL  
ADOPTION OF A ZONING ORDINANCE TEXT AMENDMENT TO  
ORDINANCE SECTION 901-17**

Whereas, after providing notice in accordance with the Michigan Zoning Enabling Act, 2006 PA 110, as amended, MCL 125.3101 *et seq.* (the "MZEA"), and the City of South Haven Zoning Ordinance, the Planning Commission held a public hearing on July 10, 2014, to receive and consider public comment on the zoning ordinance text amendment and to review the information and materials available relating to the rezoning request; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. After reviewing the information, materials and comments available in relation to the proposed text amendment (See Attachment A), pursuant to and in accordance with the MZEA and the factors and criteria provided by Section 2501 of the South Haven Zoning Ordinance, the Planning Commission makes the following finding:

The Planning Commission determines that the proposed amendment to zoning ordinance section 901-17 is appropriate with the intent of both the zoning ordinance and master plan for the City of South Haven. It also finds that the amendments as presented will encourage the residential use of certain existing properties in the B-3 Zone without being deleterious to existing and future marine based businesses.

2. The Planning Commission approves the amendment as submitted, (Case No. 2014-0009) and recommends that the City Council adopt the amendment.

3. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YEAS: Commissioners: Paull, Heinig, Webb, Frost, Peterson, Stimson, Kozlik-Wall, Miles

NAYS: Commissioners: None

ABSTAIN: Commissioners: None

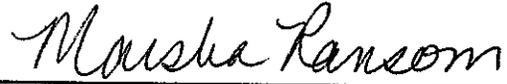
ABSENT: Commissioners: Smith

**RESOLUTION DECLARED ADOPTED.**

CERTIFICATION

As its Recording Secretary, I certify that this is a true and complete copy of a resolution adopted by the Planning Commission of the City of South Haven, Van Buren and Allegan Counties, Michigan, at a meeting held on August 7, 2014.

Date: August 8, 2014



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Marsha Ransom, Recording Secretary

**ATTACHMENT A**

CITY OF SOUTH HAVEN  
Van Buren and Allegan Counties, Michigan

ORDINANCE NO - \_\_\_\_

AN ORDINANCE TO AMEND THE ZONING ORDINANCE TO ALLOW FOR ONE FAMILY DETACHED DWELLINGS IN THE B-3 WATERFRONT BUSINESS ZONE.

The City of South Haven Ordains:

Section 1. Amendment. Section 901 of the South Haven Zoning Ordinance, regarding uses in the B-3 zoning district, is amended to read as follows:

**SECTION 901. USE REGULATIONS**

Land, buildings or structures in this zoning district may be used for the following purposes only, subject to the review and approval of a site plan by the Planning Commission:

1. Automatic teller machines when inside a building and accessory to another use.
2. Beaches and recreation areas, either municipal or private by special use permit.
3. Boat launching ramp.
4. Campgrounds, subject to compliance with the standards and procedures for establishing a Planned Unit Development as regulated in Article XIII.
  - a. The minimum size of the campground shall be 3 acres.
  - b. Thirty percent of the campground shall be dedicated to open space for the common use of the residents. For purposes of calculating the open space percentage, areas set aside for common recreational use may be included; driveways and parking areas shall be excluded.
  - c. There shall be a traffic route which does not pass through a residential area, connecting the campground entrance with a public street with a minimum right of way of 80 feet in width.
  - d. The campsites shall be set back from the property line a minimum distance of 30 feet.
  - e. A recreational unit may be located at the campground for no more than 21 consecutive nights. After 5 nights out of the campground, the recreational unit may return again for no more than 21 consecutive nights. A recreational unit shall not be located on the premises of a campground for more than 42 nights in any calendar year. Storage of recreational units for more than 21 days is not permitted in a campground.
  - f. The recreational units (excluding tents) located at the campground shall be validly licensed as vehicles or trailers, and shall at all times be legal for use on roads and highways without requiring any special permits. The maximum allowable trailering width of a recreational unit is 96 inches. The campground owner shall establish the maximum allowable length of a recreational unit based on the available turning radii in the campground.
  - g. There shall be a security fence surrounding the campground, with a minimum height of 6 feet. There shall be security gates at the entrances.
  - h. Accessory uses and structures are allowed as part of the campground under the following conditions:
    1. Allowed uses are convenience store, snack bar, laundromat, or similar uses.
    2. The accessory use is intended for use of occupants of campground only.
    3. The accessory use must be centrally located in the campground, it shall not abut or adjoin a public street.
    4. No signs advertising the accessory use shall face public streets.
    5. The accessory use shall cease business operation when the campground is closed for the season; the accessory use shall only be open for business when the campground is operating.
    6. One structure is allowed to be used as an office.
    7. One mobile home is allowed in a campground as a caretaker's residence.
  - i. Home occupations are not permitted within the campground.

Ordinance No. \_\_\_\_

- j. Campgrounds shall be licensed by the State of Michigan, including as required in Act 368 of 1978, the Public Health Code. The City may enforce the provisions of the Public Health Code.
  - k. A Planned Unit Development shall not be licensed as both a campground and a seasonal mobile home campground.
  - l. The maximum number of sites per acre of total campground area is 12 sites per acre.
  - m. The minimum area of each site is 1,300 square feet.
  - n. All driveways and parking areas shall be paved with bituminous or concrete paving. Two paved parking spaces shall be provided for each campsite.
  - o. Each entrance and exit to and from the campground shall be located at least 25 feet distant from adjacent property located in any single-family residential district.
  - p. There shall be no vehicle access to the campground except through designated common driveways, unless an access for use only by emergency vehicles is approved as a condition of development approval.
  - q. Screening shall be provided alongside yards, rear yards and any part of the parcel which abuts a public or private right of way. Screening shall be maintained in a living condition and shall consist of 1) a compact hedge of deciduous or evergreen trees which reach a minimum of 5 feet in height and 5 feet in width after one growing season; or 2) a solid wall or tight board fence 6 feet in height.
  - r. The campground owner or applicant must research and show proof that the campground will not overload available roadways, utilities and drainage, including a study which estimates peak loads and shows that there is excess capacity in city utilities, streets and drainage to service the campground.
  - s. The City Fire Marshal may prohibit campfires as part of site plan approval.
- 5. Convenience store.
  - 6. Dwelling above permitted use according to the standards in Section 601.16.
  - 7. Marinas and marine services.
  - 8. Miniature or par-3 golf course.
  - 9. Motels, hotels or resort motels or hotels when authorized as a special land use (see Section 1510.22 and Section 1738).
  - 10. Parking lots by special use permit.
  - 11. Planned Unit Development which contains a mix of land uses including any use permitted by right in this district and one or more of the following land uses according to the requirements of Article XVIII:
    - a. Attached and semi-detached dwelling units including dwellings known as townhouses or condominiums, among other names, subject to conformance with the following standards:
      - 1. Each dwelling unit shall have one floor at ground level.
      - 2. No more than 4 dwelling units shall be attached in any construction group, or contained in any single structure, except that where the roof ridge lines and building facades of any four 4 consecutive units are staggered or offset by at least 10 feet, then a maximum of 8 units may be permitted.
      - 3. The site plan shall be so planned as to provide ingress and egress directly onto a major or minor thoroughfare, except when the Planning Commission finds, upon review of the site plan, that ingress and egress directly onto an adjacent minor street will not be detrimental to the harmonious development of the adjacent properties.  
Where feasible, the Planning Commission may require that ingress-egress to parking facilities be provided from adjacent alleys so as to minimize curb cuts directly onto the major or minor thoroughfares.
      - 4. The site plan shall be so planned as to recognize yard and general development relationships with adjacent land uses. The Planning Commission may recommend physical features to be provided which will insure harmony in these relationships.
    - b. Multiple-family dwellings and apartments where not all the units are at ground level.

12. Private clubs, fraternal organizations, lodge halls and convention halls.
13. Recreation centers and facilities by special use permit.
14. Restaurants, lounges or other places serving food or beverage, except those having the character of a drive-in.
15. Retail uses.
16. Accessory buildings and structures customarily incidental to the above uses.
17. One family detached dwellings by special use permit, subject to the following conditions to be demonstrated by the applicant:
  - a. The proposed use will be of substantial benefit to the City and the waterfront business community.
  - b. No other use permitted in this zoning district is possible on the lot due its size or configuration.
  - c. The inability to use the lot for another use permitted in this zoning district was not the result of an action taken after January 1, 2014, by the applicant or any predecessor in interest in the property.
  - d. Special use permits shall not be granted under this subsection for any lot created by lot split occurring after January 1, 2014.
  - e. The site plan submitted with the application must satisfy all additional requirements for special use permits in Section 1502 of this ordinance.

Section 2. Effective Date. This ordinance shall take effect 10 days after its adoption or upon its publication in the *South Haven Tribune*, whichever occurs later.

\_\_\_\_\_  
Robert G. Burr, Mayor

CERTIFICATION

As the Clerk of the City of South Haven, Michigan, I certify that this Ordinance was adopted by the South Haven City Council on \_\_\_\_\_, 2014; and the same was published in a paper of general circulation in the City, being the *South Haven Tribune*, on \_\_\_\_\_, 2014.

\_\_\_\_\_  
Amanda Morgan, City Clerk

Planning Commission Hearing: \_\_\_\_\_ July 10, 2014  
 Planning Comm'n Recommend: \_\_\_\_\_ August 7, 2014  
 City Council Introduction: \_\_\_\_\_, 2014  
 City Council Adoption: \_\_\_\_\_, 2014  
 Publication: \_\_\_\_\_, 2014