



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

Regular Council Meeting August 28, 2023 Executive Summary

Item #	Summary
9А-В	Description: Items for unanimous consent
	Recommended Action: Motion to approve the consent agenda as presented.
10A	Description: Meadowstone PUD, final site plan, and Ordinance No. 620
	Recommended Action: Motion to approve the Meadowstone Planned Unit Development (PUD) modification and final site plan as recommended by the Planning Commission on August 7, 2023, and adopt Ordinance No. 620 modifying Article VII, Division 90-VII-3 Meadowstone Planned Unit Development.
10B	Description: Resolution 2023-27 – Cross Connection Control plan Recommended Action: Motion to adopt Resolution 2023-27 to adopt the Cross Connection Control plan as presented.
10C	Description: Residential Cross Connection inspections Recommended Action: Motion to approve the contract with Hydrocorp for Residential Cross Connection inspections as presented.

mmended Action: Motion to approve a contract for street line ing with Michigan Pavement Markings, LLC in the amount of .77. ription: Accounting services
ing with Michigan Pavement Markings, LLC in the amount of .77.
ription: Accounting services
mmended Action: Motion to accept the proposal by Walker, 8, & Sheldon for Year End Audit assistance not to exceed 200 and for monthly bookkeeping not to exceed \$2,900 per th.
ription: Purchase of 2023 Freightliner commercial pumper for
ire Department
mmended Action: Motion to approve the purchase of a 2023 htliner Commercial Pumper from Axes and Iron Manufacturing cle Alliance Group in the amount of \$456,025.
ription: Purchase of an exhaust mitigation system for the Fire rtment
mmended Action: Motion to approve the purchase and lation of a 7-bay exhaust mitigation system from MagneGrip eering in the amount of \$75,958.
ription: Purchase of 15 Motorola 800 Mhz radios for the Police rtment
mmended Action: Motion to approve the purchase of 15 orola 800 MHz portable radios for the Police Department in the unt of \$78,395.70.

Item #	Summary
101	Description: Water treatment plant HVAC upgrades
	Recommended Action: Motion to approve an agreement with
	Frontier Heating and Cooling to perform HVAC upgrades at the
	Water Treatment Plant in the amount of \$29,170.
10 J	Description: Set workshop to hear McGrath Consulting report on
	Hastings Fire Department
	Recommended Action: Motion to schedule a workshop session of
	the City Council on Monday, September 11, 2023 at 6:00 pm to hear
	a report by McGrath Consulting regarding the Hastings Fire
	Department.

City of Hastings

COUNTY OF BARRY, STATE OF MICHIGAN

City Council Agenda August 28, 2023

- 1. Regular meeting called to order at 7:00 PM
- 2. Roll call
- 3. Pledge to the flag
- 4. Approval of the agenda
- * 5. Approval of the minutes of the August 14, 2023 regular meeting
- $\sqrt{}$ 6. Public Hearings:
- * A. Public Hearing to accept comment from the public concerning a Planned Unit Development modification and final site plan approval for certain properties located at 710 Barfield Drive.
 - 7. Public Comment:
 - 8. Formal Recognitions and Presentations: (None)
- $\sqrt{}$ 9. Items for Action by Unanimous Consent:
- * A. Consider approval of a letter of support for the Barry Community Foundation's grant application toward construction of the Community Food Center.
- * B. Receive and place on file ten invoices totaling **\$294,770.35** as detailed in attachments.
- $\sqrt{}$ 10. Items of Business
- * A. Consider approval of the Meadowstone Planned Unit Development modification and final site plan recommended by the Planning Commission on August 7, 2023 and adoption of **Ordinance No. 620** modifying Article VII, Division 90-VII-3 Meadowstone Planned Unit Development.
- * B. Consider adoption of **Resolution 2023-27** to adopt the Cross Connection Control Plan as presented.
- * C. Consider approval of a contract with Hydrocorp for Residential Cross Connection inspections as presented.

- * D. Consider approval of a contract with Michigan Pavement Markings, LLC for street line painting in the amount of \$33,177.
- * E. Consider approval of a proposal for accounting and bookkeeping services with Walker, Fluke, and Sheldon for year end audit assistance not to exceed \$16,200 and monthly bookkeeping not to exceed \$2,900 per month.
- * F. Consider approval of the purchase of a 2023 Freightliner Commercial Pumper for the Hastings Fire Department from Axes and Iron Manufacturing Vehicle Alliance Group in the amount of \$456,025.
- * G. Consider approval of the purchase and installation of an Exhaust Mitigation System at the Hastings Fire Department from MagneGrip Engineering in the amount of \$75,958.
- * H. Consider approval of the purchase of 15 Motorola 800 MHz portable radios for the Police Department in the amount of **\$78,395.70**.
- * I. Consider approval of an agreement with Frontier Heating and Cooling to perform HVAC upgrades at the Water Treatment Plant in the amount of \$29,170.
- * J. Consider setting a workshop session on Monday, September 11, 2023 at 6:00pm to hear a report by McGrath Consulting regarding the Hastings Fire Department.
 - 11. Staff Presentations and Policy Discussions (None)
 - 12. City Manager Report:
- * A. Police Chief Boulter Monthly Report
- * B. City Clerk/Treasurer Bever Monthly Report
- C. Community Development Director King Monthly Report and 2022 Community Engagement Summary
- $\sqrt{}$ 13. Reports and Communications:
- * A. Approved Riverside Cemetery Preservation Advisory Board Minutes July 12, 2023.
 - B. Draft Minutes for the Downtown Development Authority August 17, 2023.
- C. Draft Airport Minutes August 23, 2023.
- D. Event Calendar August September 2023.
 - 14. Public Comment:
 - 15. Mayor and Council comment:
 - 16. Adjourn
- * Items with enclosures.
- $\sqrt{}$ Motion under agenda heading requires roll call vote.

Guidelines for Public Comment

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

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

City of Hastings

NOTICE OF PUBLIC HEARING REGARDING MEADOWSTONE PLANNED UNIT DEVELOPMENT MODIFICATION AND FINAL SITE PLAN APPROVAL

The City Council for the City of Hastings will hold a Public Hearing for the purpose of hearing written and/or oral comments from the public concerning Meadowstone Planned Unit Development modification and final site plan approval for Meadowstone Apartments III, LLC certain properties located at 710 Barfield Drive parcels #08-55-250-016-50 and 08-55-250-016-55. The City Council will review and consider final site plan approval for the construction of four (4) buildings with a total of 84 residential units and construction of a fifth mixed-use building with up to eight (8) residential units. The public hearing will be held at 7:00 PM on Monday August 28, 2023 in the City Council Chambers on the second floor of City Hall 201 Fast State Street Hastings Michigan 49058

City Hall, 201 East State Street, Hastings, Michigan 49058.

Bursy County Community Mental Health
Part & Human Services

BoxWCoo

RebWood DR

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

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

Christopher R. Bever City Clerk

Please publish in the August	10, 2023 editio	on of the H	astings Banner.	
Received byrepresentative of the Hasting	s Banner.	on _		as
Received by of the Hastings Banner.	on		as representati	ve



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Letter of Support for BCF Grant Application

Meeting Date: August 28, 2023

Recommended Action:

Motion to approve the letter of support for the Barry Community Foundation's grant application toward construction of the Community Food Center.

Background Information:

The Community Food Hub is planned to be located in a commercial structure being built as a part of the Copper Rock PUD project that was recently approved by the Planning Commission and City Council. BCF is seeking a grant to help pay for the construction of the facility. Catherine Getty from Activate Barry County has requested the City submit a letter of support for the application. She has also submitted the following information regarding the grant:

GRANT INFORMATION:

BCF is submitting a <u>Community Food Center</u> grant to the State of Michigan for around \$2.5M to pay for the construction of the Community Food Center. The CFC is designed to serve the community's immediate priorities to increase access to healthy food and support business and community development. The facility will integrate the wider aims of connecting to existing local and regional programming (arts, culture, healthy living, etc.) and attracting tourism to support the businesses in Hastings and the larger area. BCF is requesting the City of Hasting's support for this endeavor.

BCF will be the Grant Administrator and ensure ethical fiscal responsibility. Bonnie Gettys, BCF president, will oversee the project and provide grant reports to the granting agency. BCF will hire a Project Manager/Development Lead to oversee the construction phase and ensure the quality and accuracy of the activities provided in the work plan. Catherine Getty, Director of Activate Barry County, a program within BCF, will continue to work on program development and partnership engagement.

The Project Manager will also act as the liaison between the contractor and the Food Systems Action Team and Steering Committee. The Committee, made up of community members and project stakeholders, has led the feasibility and planning process for the Community Food Center to this point.



Regular Council Agenda Item Memorandum

They meet once a month and utilize a shared decision-making process. The Project Manager will regularly update the Committee and ask for their input as needed.



City of Hastings Michigan

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

August 28, 2023

Ms. Bonnie Gettys Barry Community Foundation 231 S. Broadway St. Hastings, MI 49058

Dear Ms. Gettys,

I am writing to express support for the Barry Community Foundation's application for the 2023 Michigan Community Center Program which will support the creation of the Community Food Center. The Hastings City Council is supportive of this unique project which will serve our residents in a new way. The increased access to healthy food in a way that supports local community development is an exciting new opportunity for our town.

The City Council believes that the citizens of Hastings and Barry County would benefit from having a community food center in Hastings. A new option for healthy food options that support a healthy lifestyle is good for our City. The City of Hastings will continue to be a part of the governance board for this Barry County Initiative.

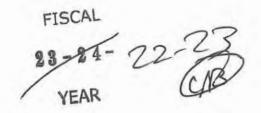
The City of Hastings is fully supportive of the project and your grant application. Please let us know if there is any way we can assist in the future.

Sincerely,

Sarah Moyer-Cale City Manager

Summary - City of Hastings Invoices City Council Meeting August 28, 2023

No.	Vendor	Amount	Description
1	c2ae	\$13,175.00	Professional Services for Library
			ending July 2, 2023
2	c2ae	\$5,284.50	Professional Services for Emergency
			Services Building ending July 2, 2023
3	Aunalytics	\$13,749.50	Managed Services, Security, Storage
			for City and WTP/WWTP
4	Infrastructure Alternatives, Inc.	\$13,882.12	Monthly Contract Operations for
			WWTP for August 2023
5	Civic Systems, LLC	\$5,727.00	Semi-Annual Support Fees July 1,
			2023 through December 31, 2023
6	Battle Creek Glass	\$9,856.80	Library Glass, Glazing, and Aluminum
			Work
7	Allied Fire Sales & Service	\$41,716.71	SCBAs and Associated Equipment
8	Murray's Asphalt Maintenance	\$6,700.00	4" Patching @ S. Michigan Ave., E.
			Thorn St., and E. Mill St.
9	Mercy Ambulance	\$49,228.72	One-time Subsidy Support for
			Ambulance Services
10	Superior Asphalt, inc.	\$135,450.00	Enterprise Drive Paving - Paid by
			LDFA
	10 Invoices	\$294,770.35	





Please Remit Payment To: 106 West Allegan Street Suite 500 Lansing, MI 48933 1-866-454-3923

July 14, 2023

Project No:

23-0172

Invoice No:

75062

Peggy Hemerling Hastings Public Library 227 East State Street Hastings, MI 49058

Project

23-0172

Hastings Public Library HVAC

Professional Services for the period ending July 02, 2023

Fee

Total Fee

15,500.00

Percent Complete

85.00 Total Earned

Previous Fee Billing

773

Current Fee Billing

13,175.00

13,175.00

0.00

Total Fee

Total this Invoice

\$13,175.00

PAID

OG 11 2023

2490



Escanaba, MI Gaylord, MI Grand Rapids, MI Kalamazoo, MI Lansing, MI Canton, NY Syracuse, NY Please Remit Payment To: 106 West Allegan Street Suite 500 Lansing, MI 48933 1-866-454-3923 FISCAL 22-33 23-24- 2773 YEAR

July 14, 2023

Project No:

22-0109

Invoice No:

75060

City of Hastings 201 East State Street Hastings, MI 49058

Project

22-0109

City of Hastings Emergency Services Building

Professional Services for the period ending July 02, 2023

Fee

Total Fee

35,230.00

Percent Complete

100.00 Total Earned

Previous Fee Billing

35,230.00 29,945.50

Current Fee Billing

5,284.50

Total Fee

,284.50

5,284.50

Total this Invoice

\$5,284.50

Outstanding Invoices

Number 74902 Date 6/13/2023

Balance

_

3,523.00

Total

3,523.00

Remit To: Aunalytics, Inc.

PO Box 809113

Chicago, IL 60680-9113

FISCAL

23 - 24 -

Bill To

YEAR

Date: 08/01/2023

Invoice Number: 29991189

Payment Terms:

Net 30

Payment Due Date: 08/31/2023

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

PO Number:

Account Number: C-001323

ID	Date	Item Description	Туре	Quantity	Rate/Cost	Tax Amount	Billable Amount
1	08/01/2023	Cloud Backup: Veeam O365 Exchange Online (per User) (Prorated) Date: 08/01/2023 - 08/31/2023 Contract: Other Services, 29890776	Service Adjustment	1.00	5.00	0.00	5.00
2	08/01/2023	Cloud Backup: Veeam O365 Exchange Online (per User) (Prorated) Date: 08/01/2023 - 08/31/2023 Contract: Other Services, 29890776	Service Adjustment	1.00	5.00	0.00	5.00
3	08/01/2023	Cloud Backup: Veeam O365 Exchange Online (per User) (Prorated) Date: 08/01/2023 - 08/31/2023 Contract: Other Services, 29890776	Service Adjustment	1.00	5.00	0.00	5.00
4	08/01/2023	CSP-GCC (Monthly): Microsoft Defender for Office 365 (Plan 1) GCC (Prorated) Date: 08/01/2023 - 08/31/2023 Contract: Other Services, 29890776	Service Adjustment	1.00	0.00	0.00	0.00
5	08/01/2023	CSP-GCC (Monthly): Office 365 G3 GCC (Prorated) Date: 08/01/2023 - 08/31/2023 Contract: Other Services, 29890776	Service Adjustment	1.00	23.00	0.00	23.00
6	08/01/2023	CSP-GCC (Monthly): Office 365 G3 GCC (Prorated) Date: 08/01/2023 - 08/31/2023 Contract: Other Services, 29890776	Service Adjustment	1.00	22.00	0.00	22.00
7	08/01/2023	Managed Service: UPS (Prorated) Date: 08/01/2023 - 08/31/2023 Contract: Managed Services, 29890775	Service Adjustment	1.00	20.00	0.00	20.00
8	08/01/2023	SPLA: Windows Remote Desktop Services SAL (per User) (Prorated) Date: 08/01/2023 - 08/31/2023 Contract: Cloud Services, 29890774	Service Adjustment	1.00	8.00	0.00	8.00

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

Bank Routing # (ABA) - 021052053 Account # - 38257164

Remittance Email: AR@aunalytics.com

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

ID	Date	Item Description	Type	Quantity	Rate/Cost	Tax Amount	Billable
9	09/01/2023	Backup SAN Storage (per TB) Date: 09/01/2023 - 09/30/2023 Contract: Cloud Services, 29890774	Service	3.00	100.00	0.00	300.00
10	09/01/2023	Cloud Backup: Veeam Backup & Replication Enterprise Plus License Date: 09/01/2023 - 09/30/2023 Contract: Cloud Services, 29890774	Service	6.00	12.00	0.00	72.00
11	09/01/2023	Cloud Backup: Veeam Cloud Connect VM License Date: 09/01/2023 - 09/30/2023 Contract: Cloud Services, 29890774	Service	1.00	4.00	0.00	4.00
12	09/01/2023	Cloud Backup: Veeam 0365 Exchange Online (per User) Date: 09/01/2023 - 09/30/2023 Contract: Other Services, 29890776	Service	69.00	5.00	0.00	345.00
13	09/01/2023	CSP-GCC (Monthly): Microsoft Defender for Office 365 (Plan 1) GCC Date: 09/01/2023 - 09/30/2023 Contract: Other Services, 29890776	Service	68.00	0.00	0.00	0.00
14	09/01/2023	CSP-GCC (Monthly): Office 365 G1 GCC Date: 09/01/2023 - 09/30/2023 Contract: Other Services, 29890776	Service	15.00	9.70	0.00	145.50
15	09/01/2023	CSP-GCC (Monthly): Office 365 G3 GCC Date: 09/01/2023 - 09/30/2023 Contract: Other Services, 29890776	Service	56.00	23.00	0.00	1,288.00
16	09/01/2023	CSP-GCC (Monthly): Project Plan 3 for GCC Date: 09/01/2023 - 09/30/2023 Contract: Other Services, 29890776	Service	1.00	30.00	0.00	30.00
17		DRaaS (VMware Availability) - Standard Server License Date: 09/01/2023 - 09/30/2023 Contract: Cloud Services, 29890774	Service	6.00	10.00	0.00	60.00
18		DRaaS: GB RAM Date: 09/01/2023 - 09/30/2023 Contract: Cloud Services, 29890774	Service	84.00	6.00	0.00	504.00
19		DRaaS: TB Storage Date: 09/01/2023 - 09/30/2023 Contract: Cloud Services, 29890774	Service	2.00	100.00	0.00	200.00
20	09/01/2023	DRaaS: vCPU Date: 09/01/2023 - 09/30/2023 Contract: Cloud Services, 29890774	Service	20.00	10.00	0.00	200.00

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

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

ID	Date	Item Description	Туре	Quantity	Rate/Cost	Tax Amount	Billable
21	09/01/2023	GB RAM Date: 09/01/2023 - 09/30/2023 Contract: Cloud Services, 29890774	Service	84.00	10.00	0.00	840.00
22	09/01/2023	HaaS: Access Point M-MR33 Date: 09/01/2023 - 09/30/2023 Contract: Managed Services (Wireless - City Hall), 29887516	Service	6.00	35.00	0.00	210.00
23	09/01/2023	HaaS: Access Point M-MR33 Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	2.00	40.00	0.00	80.00
24	09/01/2023	HaaS: Firewall M-MX64 Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	2.00	160.00	0.00	320.00
25	09/01/2023	HaaS: Firewall M-MX84 Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	1.00	300.00	0.00	300.00
26	09/01/2023	HaaS: Firewall MX65 Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	1.00	180.00	0.00	180.00
27	09/01/2023	HaaS: Server - ESX ProLiant Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	1.00	400.00	0.00	400.00
28	09/01/2023	HaaS: Switch (USW-PRO-24-POE) Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	2.00	40.00	0.00	80.00
29	09/01/2023	Internet Service: 100Mbps Date: 09/01/2023 - 09/30/2023 Contract: Cloud Services, 29890774	Service	1.00	290.00	0.00	290.00
30	09/01/2023	Internet Service: Broadband - Waste Water Treatment Plant - 225 N. Cass St. Date: 09/01/2023 - 09/30/2023 Contract: Connectivity, 29888190	Service	1.00	300.00	0.00	300.00
31	09/01/2023	Internet Service: Broadband - Water Treatment Plant - 135 W. Mill St Date: 09/01/2023 - 09/30/2023 Contract: Connectivity, 29888190	Service	1.00	200.00	0.00	200.00
32	09/01/2023	Managed Service: Access Point (Controller Based) Date: 09/01/2023 - 09/30/2023 Contract: Managed Services (Wireless - City Hall), 29887516	Service	6.00	20.00	0.00	120.00

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

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

ID	Date	Item Description	Туре	Quantity	Rate/Cost	Tax Amount	Billable Amount
33	09/01/2023	Managed Service: Access Point (Controller Based) Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	2.00	20.00	0.00	40.00
34	09/01/2023	Managed Service: Access Point (Stand Alone) Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	6.00	35.00	0.00	210.00
35	09/01/2023	Managed Service: Domain Hosting Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	3.00	10.00	0.00	30.00
36	09/01/2023	Managed Service: Firewall Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	4.00	250.00	0.00	1,000.00
37	09/01/2023	Managed Service: Multi-Function Device Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	3.00	50.00	0.00	150.00
38	09/01/2023	Managed Service: Network Device (Switch) Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	11.00	40.00	0.00	440.00
39	09/01/2023	Managed Service: Secure Managed Workstation (Legacy OS) Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service Bundle	1.00	120.00	0.00	120.00
40	09/01/2023	Managed Service: Secure Managed Workstation CSP Defender, Device Encryption, Managed Service Workstation, OpenDNS Umbrella, Security Awareness, Sophos Central Intercept X Endpoint, Two Factor Authentication Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service Bundle	40.00	70.00	0.00	2,800.00
41	09/01/2023	Managed Service: Server (Virtualization Host, ESX or Hyper-V) - ESX ProLlant is Physical on Site Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	1.00	250.00	0.00	250.00
42	09/01/2023	Managed Service: Server (Windows Virtual) Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service Bundle	8.00	100.00	0.00	800.00
43	09/01/2023	Managed Service: UPS Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	6.00	20.00	0.00	120.00

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

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

	Date	Item Description	Туре	Quantity	Rate/Cost	Tax Amount	Billable
44	09/01/2023	Performance Storage (1000 iops) - per TB Date: 09/01/2023 - 09/30/2023 Contract: Cloud Services, 29890774	Service	2.00	180.00	0.00	360.00
45	09/01/2023	SPLA: Windows Remote Desktop Services SAL (per User) Date: 09/01/2023 - 09/30/2023 Contract: Cloud Services, 29890774	Service	43.00	8.00	0.00	344.00
46	09/01/2023	SPLA: Windows Server (per vCPU) Date: 09/01/2023 - 09/30/2023 Contract: Cloud Services, 29890774	Service	22.00	7.00	0.00	154.00
47	09/01/2023	SSL Certificates Date: 09/01/2023 - 09/30/2023 Contract: Managed Services, 29890775	Service	1.00	15.00	0.00	15.00
48	09/01/2023	VCPU Date: 09/01/2023 - 09/30/2023 Contract: Cloud Services, 29890774	Service	20.00	18.00	0.00	360.00
		at your invoice? Tacts@aunalytics.com	otal Billable Hou	irs			0.00
		J	otal Billable Am	ount		\$1	3,749.50
MUCH	ount Manag	er:	OFAL TAVAC				
Jeff			otal Taxes		,	/	\$0.06
Jeff jeff.r	Ray	cs.com	otal Taxes Grand Total		(\$13,	
Jeff jeff.r	Ray ray@aunalyti	cs.com	Grand Total	13.50	(\$13,	
Jeff jeff.r	Ray ray@aunalyti	cs.com	79, 53,	36.00	(\$13,	
Jeff jeff.r	Ray ray@aunalyti	cs.com	79, 53,		(\$13,	749.50

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

3200



CLEAN WATER SOLUTIONS

Bill To

City of Hastings 201 E. State Street Hastings, MI 49058 **FISCAL**

23 - 24 -

YEAR

Invoice

Date Invoice # 8/1/2023 32665

Reference #

P.O. Number:

HAS301-Hastings - MLS WW					
Description	Quantity	Amount			
MONTHLY CONTRACT OPERATIONS PROVIDED FOR THE CITY OF HASTINGS WASTEWATER SYSTEMS FOR THE SERVICES PROVIDED IN THE MONTH OF: AUGUST, 2023	1	13,882.12			
		A =			
ON TO ASTINES					

Thank you for putting your trust in Infrastructure Alternatives, Inc.

All invoices are due on receipt.

All past due invoices are subject to a service charge of 1.5% per month or 18% annum. Invoices payable in US Currency only. FEIN: 38-3535922

Sales Tax (6.0%) Total Payments/Credits

\$13,882.12

Invoice Total

\$13,882.12

\$0.00

\$0.00

Civic Systems, LLC 4807 Innovate Lane • PO Box 7398 Madison, WI 53707-7398 • 608 249 6622

City of Hastings

Hastings, MI 49058

201 E State St

FISCAL.

23 - 243



YEAR

-

Invoice Date:

June 26, 2023

Invoice Number:

CVC23468

Client Number:

10715

INVOICE

AMOUNT

	45 707 00
	\$5,727.00
Fees Total:	\$5,727.00
Expenses Total:	\$0.00
Invoice Total:	\$5,727.00
	Expenses Total:



For questions, comments or suggestions, please contact Amber Gawel at 608 249 6622.

Balance is payable upon receipt or previously agreed upon terms.

To pay by Credit Card, Debit Card, or EFT using your Checking Account visit www.bakertilly.com/payment. There is 3.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments.

Please ACH or wire payment to:

US Bank, Milwaukee, WI Routing No: 075000022 Account No: 312220280 Reference #: CVC23468 Or send payment to:

Civic Systems, LLC Box 78975 Milwaukee, WI 53278-8975 Reference:

Client Number: 10715 Invoice Number: CVC23468

Amount Enclosed: \$___





FISCAL

23 - 24=

YEAR

Invoice

Date	Invoice #
7/1/2023	2545

Phone # 269-968-2791

Bill To Hastings Public Library 227 E State Street Hasings, MI 49058 Ship To Job #232773 Hastings Public Library

P.O. No.		Terms	Due Date	Ac	count#	Project
223019-18	3	Net 30 7/31/2023			232773 Hastings	
Qty	Item		Description		Price Each	Amount
1	335	per Our Contract		Work	9,856.8	9,856.80

We appreciate your business.

A 3% FEE WILL BE ADDED FOR ALL CREDIT CARD PAYMENTS

Total	\$9,856.80		
Payments/Credits	\$0.00		
Balance Due	\$9,856.80		





Allied Fire Sales & Service LLC

16194 144th Ave Spring Lake, MI 49456 616-318-6443 customerservice@alliedfiresales.com www.alliedfiresales.com **FISCAL**

23 - 24 -

YEAR



INVOICE

BILL TO

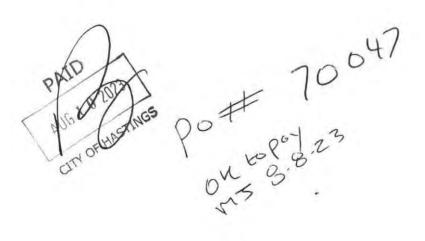
Hastings Fire Department 110 E. Mill St Hastings, MI 49058 United States DATE 08/07/2023
DUE DATE 09/06/2023
TERMS Net 30

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Interspiro	S9 Incurve SCBA with EBSS and Quick Connect 34591-100	4	5,692.00	22,768.00
Interspîro	Carbon Fiber Superlight HP Cylinder 45-minute duration Cylinder Quick Coupling 99695-01QC	12	1,548.00	18,576.00
Shipping	Shipping	1	372.71	372.71

Proudly representing Alexis Fire Apparatus

BALANCE DUE

\$41,716.71



Murray's Asphalt Maintenance LLC 1727 Moore Rd Woodland, MI 48897 +1 2699489369 lisa@murraysasphalt.us





INVOICE

BILL TO City of Hastings

INVOICE # 3411 DATE 06/29/2023 **DUE DATE 07/29/2023** TERMS Net 30

DATE

ACTIVITY

DESCRIPTION

QTY

RATE

AMOUNT

06/30/2023

Patching

4" patching @401 S Michigan, 221/220/233/235/543/545/529/604 E Thorn St & 604/718/720 E Mill. 42 Tons total

1 6,700.00

6,700.00

Thank you for doing business with Murrays! Cash, Checks, Money Orders & Credit Cards accepted.

All Credit Card Transactions subject to a 3.5%

fee. BALANCE IS DUE UPON COMPLETION.ALL OUTSTANDING BALANCES WILL INCRUE A 10% ANNUAL SURCHARGE AFTER 30 DAYS

BALANCE DUE

\$6,700.00





23 - 24=

YEAR

City of Hastings

70076

201 East State Street •

Hastings, Michigan 49058

269.945.2468

FAX 269.948.9544

FEIN 38-6004562

			nei,	
PURCHASE	ORDER		7-28-23 DATE	
Vendor Name Mercy Am 1422 E Mich	ges Ave Ship To	ment		
Vendor Number	CITY OF THE STREET			
Item Description	Account Number	Price	Project \ Number	Received Y or N
One time Subsidy Sugart	101-580-830-662?	49, 228.72		
0 11	Yes, Other Contracted			Λ
	Survices - (cos)		INRI	SUTI-3
			No kgom !	8/5/23
		0.		
	TOTAL	49, 228.72		
Special Instructions		7		
Requested by	Department I	HeadApprov	al	
City Manager Approval (IF OVER \$300)	X1114161-0		_	7-28-2) date
City Council Approval	June 12, 2023 MEETING DATE			7



669 Century, S.W. Grand Rapids, MI 49503 616.451.3200 616.451.3969 fax

DATE

INVOICE #

Jul 28, 2023

135,450.00

73628

BILL TO:

FISCAL

City of Hastings Attn: Tim Girbach 201 E. State St. Hastings, MI 49058

23-245

/EAR

P.O. NUMBER	TERMS	PROJECT
	Net Due	2023 LDFA Enterprise Dr Improvements
DESCRIPTION		AMOUNT
Alternative 1		
Remove and replace 4" HMA		135,45
S. E. S.		
~ 0		
* * *		
nank-You For Your Business!	185 (2)	



Regular Council Agenda Item Memorandum

To: Mayor Tossava and City Council

From: Dan King, Community Development Director

Subject: Approval of Meadowstone PUD Modification, Final Site Plan Review for Meadowstone

Apartments III, LLC, and Approval of Ordinance No. 620

Meeting Date: August 28, 2023

Recommended Action:

Motion to approve the Meadowstone Planned Unit Development (PUD) modification and final site plan as recommended by the Planning Commission on August 7, 2023, and adopt Ordinance No. 620 modifying Article VII, Division 90-VII-3 Meadowstone Planned Unit Development.

Background Information:

Ordinance No. 317, adopted on March 22, 1999, outlined the applicable provisions pertaining to multifamily buildings in the Meadowstone PUD. The applicable provisions included 13 buildings with 156 dwelling units resulting in density of 13 units per acre. The first subphase included 6 buildings with 84 dwelling units. The second subphase was to include 7 buildings with 84 units.

The applicant has requested a modification of the PUD pertaining to the second subphase multifamily component to include 5 buildings. 4 buildings to contain 84 one-bedroom units and 1 multi-use building to contain community amenities on the first floor, 4 one-bedroom units on the second floor, and 4 one-bedroom units on the third floor. The total number of dwelling units for the multifamily component of the PUD would increase from 156 dwelling units to 164 dwelling units resulting in a density of 14 units per acre. A maximum density of 16 units per acre is permitted. The site plan also includes a private dog park, private pickle ball courts, and space for resident gardens. The multiuse building will include clubhouse/leasing office, which will serve tenants through a fitness center, community space, and on-site management to the property. Per section 90-974 of the municipal code, the increase in density as well as the additional accessory uses classify as a major change to the approved PUD which necessitates a modification of the PUD.



Regular Council Agenda Item Memorandum

Financial Implications:

There are no direct financial implications from this request.

Attachments:

- Ordinance No. 620
- Site Plan
- Planning Consultant Site Plan Review (SPR)
- Draft Minutes of August 7, 2023 Planning Commission Meeting

City of Hastings

COUNTY OF BARRY, STATE OF MICHIGAN

ORDINANCE NO. 620

AN ORDINANCE TO AMEND CHAPTER 90 OF THE HASTINGS CODE OF 1970, AS AMENDED, BY MODIFYING ARTICLE VII, DIVISION 90-VII-3 MEADOWSTONE PLANNED UNIT DEVELOPMENT

As recommended by the Planning Commission on August 7, 2023

THE CITY OF HASTINGS ORDAINS:

SECTION I.

Chapter 90 of the Code of Ordinances, City of Hastings, Michigan, is amended by modifying Article VII, Division 90-VII-3 Meadow Stone Planned Unit Development as follows:

Sec. 90-696 – Approval of Application

(c) The application of Meadowstone Apartments III, LLC for the modification of the Meadow Stone PUD as recommended by the Planning Commission on August 7, 2023, is approved and this chapter is amended to incorporate the recommendations of the Planning Commission. The address and description of the parcels are as follows:

710 Barfield Drive

DESCRIPTION

THAT PART OF THE NE 1/4, SECTION 20, T3N, R8W, CITY OF HASTINGS, BARRY COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE CENTER OF SECTION 20; THENCE N00*05 00W 145' FEET ALONG THE WEST LINE OF SAID NE 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE N00*05'00"W 219' ALONG SAID WEST LINE; THENCE S70*30'00"E 120'; THENCE S38*02'37"E 46.09'; THENCE N89*49'26"E 92.44'; THENCE N63*18'38"E 115.49'; THENCE N30*51'50"E 68.56'; THENCE S63*06'00"E 81.84'; THENCE N26*54'00"E 115'; THENCE S63*06'00"E 74'; THENCE N26*54'00"E 187.48' TO THE SOUTH LINE OF BARFIELD DRIVE; THENCE S55*45'00"E 144' ALONG SAID SOUTH LINE; THENCE S21*49'15"W 310.28'; THENCE

N63*06'00"W 269.25'; THENCE S63*18'38"W 197.84'; THENCE S00*10'34"E 116.05'; THENCE S89*49'26"W 235' TO THE PLACE OF BEGINNING.

and;

THAT PART OF THE NE 1/4, SECTION 20 T3N, R8W, CITY OF HASTINGS, BARRY COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE E 1/4 CORNER OF SECTION 20; THENCE S89,49'26"W 1508' ALONG THE SOUTH LINE OF SAID NE 1/4 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE S89, 49'26"W 1141.71' ALONG SAID SOUTH LINE TO THE CENTER OF SECTION 20; THENCE N00,05'00"W 145' ALONG THE WEST LINE OF SAID NE 1/4; THENCE N89,49',26"E 235'; THENCE N00,10'34"W 116.05'; THENCE N63,18'38"E 197.84'; THENCE S63,06'00"E 269.25'; THENCE N21,49'15"E 310.28' TO THE SOUTH LINE OF BARFIELD DRIVE; THENCE S55,45'00"E 452.8' ALONG SAID SOUTH LINE; THENCE S00,10'34"E 258.53' ALONG THE WEST LINE OF MEADOWSTONE DUPLEX PLAT TO THE PLACE OF BEGINNING.

Sec. 90-698 – Applicable Provisions

(a) General provisions. The following provisions shall apply to the PUD:

(1)

(a) The type and number of dwelling house units to be built shall be as follows:

Multifamily 164 dwelling units (11 buildings)

- (b) Development Standards
 - (2) The apartment portion of the PUD shall conform to the requirements of Article VI, Division 10 of this chapter, except that the requirements of subsection 90-452 (b) shall be waived to permit 24 units per building, requirements of 90-454 (c) shall be waived to permit a building height of 36 feet, requirements of 90-394 (g)(3) shall be waived to allow for a minimum of 567 square feet per dwelling unit and the exterior design standards for the buildings will conform to Article 90-VI, Division 90-VI-8, Section 90-394 (f)(1)(2)(3). Building "F" as identified on the site plan shall be mixed-use with office and community space on the first floor and residential units on the second and third floor. The site plan also includes a private dog park, athletic courts, and community gardens. Density for the apartments will increase from 13 units per acre to 14 units per acre.

Utility and storm water management subject to approval by the DPS Director and emergency access subject to Fire Department approval.

SECTION II.

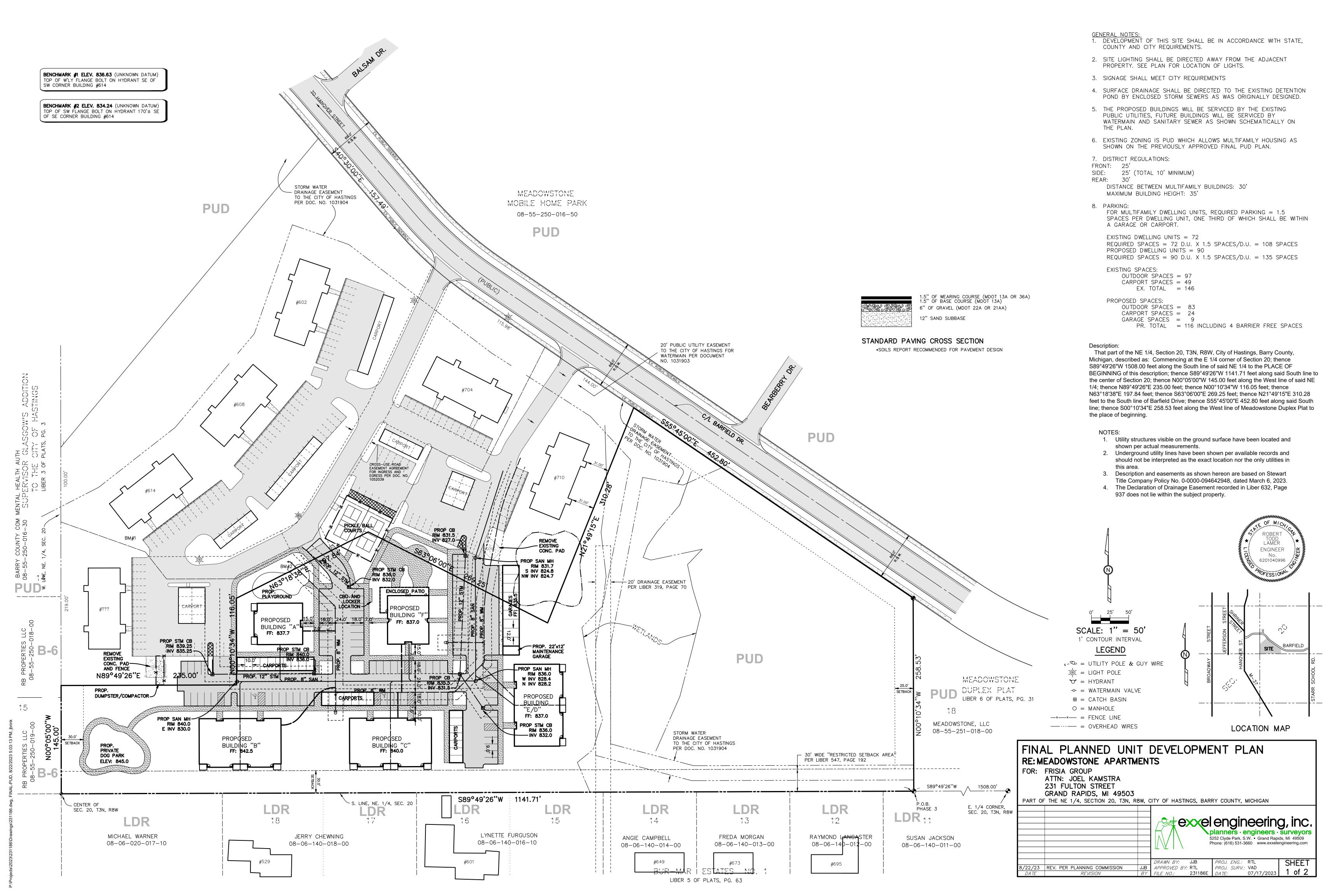
If any article, section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the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

SECTION III This ordinance shall become effective upon its additional City Charter.	option and publication as provided by
Moved by Member, with support by I No. 620 be adopted as read.	Member, that Ordinance
YEAS: NAYS: ABSENT:	
Adoption Date: Effective Date:	CITY OF HASTINGS
	By: Christopher R. Bever City Clerk

<u>CERTIFICATE</u>

The undersigned, being the duly qualified and acting Clerk of the City of Hastings, Michigan, does hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Hastings City Council, of the City of Hastings, at a regular meeting of the City Council on the 28th day of August 2023, at which meeting a quorum was present and remained throughout, and that the original of said Ordinance is on file in the records of the City of Hastings. I further certify that the meeting was conducted, and public notice was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Christopher R. Bever City Clerk



MCKENNA



August 1, 2023

Planning Commission City of Hastings 201 East State Street Hastings, MI 49058

Subject: Meadowstone Apartments

Meadowstone PUD

Location: 710 Barfield Drive

Zoning: PUD District

Request: Final Development Plan Review – of

subphase plan for next phase of multi-family housing (and modification of the approved

Meadowstone PUD)

Specifically, the Meadowstone PUD subphase plan will include the following elements:

 Construction of 5 three-story multifamily buildings – total 92 units

Bldg A – 12 units

Bldg B – 24 units

Bldg C - 24 units

Bldg D/E – 24 units

Bldg F – 8 units (+ leasing; commons;

fitness)

 The addition of development amenities: clubhouse/leasing office; resident dog park; sport courts;



Zoning Map

PUD Planned Unit Development District

Howard

playground; and, space for resident gardens

• Barfield Drive access (through existing Phase 1 driveways); on-site parking with limited carports/garages; and, pedestrian network throughout new phase

The requested PUD Final Development Plan review shall be guided by **Section 90-667 (e)-(g)** – Final Development Plan; the design considerations/standards set forth in **Sections 90-663-666** and **90-668**; and, the Meadowstone PUD development standards set forth in **Section 90-698**.

Article VII – Planned Unit Development

Sec 90-663 – Qualifying Conditions – The 'multi-family' subphase consists of approximately 15 consolidated acres and is served by public water and sanitary sewer.

Sec 90-664 – Development Requirements

Density:

- Previously approved 'multi-family' subphase 156 units (13 buildings) on approximately 15 acres
- Net Development Area (total site area minus land identified as 'wetlands') approximately 12 acres
- Previously approved density = 13 units/acre of 'net development area'
- Proposed density 72 existing units (6 buildings) + 92 proposed units (5 buildings) = 164 units
 (11 buildings) = 14 units/acre of 'net development area'
- The proposed increase in density constitutes a 'major modification' to the previously approved PUD and requires approval . . in consideration of character of the development/area; adequacy of public services (sewer, water, police, fire, etc.); and intent of the PUD

Open Space:

• 10% of total PUD site area designated as 'open space' (not including streets, sidewalks, parking areas) required; % designated open space unknown

[Note: the required open space may be reduced by 1/3 with the provision of the clubhouse, sport courts, and playground]



Sec 90-665 – Applicable Regulations

Per the Meadowstone PUD approval, the applicable requirements of the A-O District shall apply, unless otherwise modified by the PUD approval.

- Density
 - o 13 units/acre previously approved; 14 units/acre proposed
 - o 12 units/building previously approved; 24 units/building proposed
- Setbacks setback and building separation requirements have been met
- Building Height 35 ft maximum building height allowed; proposed building height unknown
- Building Coverage 30% maximum building coverage allowed: proposed building coverage unknown
- Parking site access and parking are proposed in compliance with applicable requirements, with the following comments:
 - o 246 parking spaces required; 262 parking spaces provided
 - 82 garages/carports required; 75 garages/carports proposed
 - o 7 total b.f. parking spaces required; total b.f. parking spaces provided unknown
 - Exterior lighting standards have been met
- Landscaping
 - The landscape plan proposes the following:
 - 1- retention of the existing trees along the south property line and supplemental plantings within the 30 ft rear setback near Buildings B and C;
 - 2- the retention of the existing trees along the east development boundary near the existing on-site wetlands;
 - 3- the establishment of canopy/evergreen and ornamental trees within the parking lot islands, near buildings, and within common spaces; and



- 4- shrubs and flowering groundcover bordering parking areas, buildings and recreational amenities
- Per the Meadowstone PUD approval, the following landscaping/screening requirements apply:
 - Section 90-698 b) 5) Prior to the occupancy of those apartment buildings closest to the south lot line, the applicant shall transplant evergreen trees from the site to the south lot line to screen these apartment buildings from the single-family houses to the south. Final approval of the landscape plantings shall be subject to inspections by the director of public services, and no occupancy permits for those buildings will be issued until such approval is obtained.
 - Section 90-968 b) 6) Each subphase site plan shall illustrate detailed landscaping to be installed subject to the approval of the planning commission.
 Each subphase site plan shall also note existing wooded areas that will be saved.
 Such areas shall be marked in the field to prevent destruction during construction.
- The proposed landscape plan is consistent with the landscape/buffer requirements of Article XII and the landscape/screening conditions of the Meadowstone PUD approval.
- Refuse Disposal
 - o Per Section 90-1010 and the Meadowstone PUD approval, the following dumpster requirements apply:
 - Section 90-968 a) 2) All new dumpsters shall be screened and placed in areas where they do not create sight obstructions.
 - Section 90-1010 Solid waste dumpsters may be located in buffer zones, provided they are screened on three sides by a continuous opaque wall or fence six feet in height.



- Two (2) additional dumpster locations are proposed to serve the additional 164 units;
 dumpster enclosures have not been detailed
- Building Exterior compliance with the building exterior requirements of the A-1 District cannot be confirmed
- Floor Area 600 sq ft minimum floor area/unit required; proposed unit sizes unknown
- Signs any proposed signage shall comply with Article XI and be reviewed/approved through the sign permit process.

Sec 90-666 - PUD Design Considerations

The Final Development Plan positively responds to the 12 specific design considerations set forth in this Section. Special attention to the following elements of the proposal are noteworthy:

- Placement of buildings and site improvements respectful to the on-site wetlands and tree cover
- Placement of buildings, site improvements, lighting and open space/landscaping respectful to adjoining land use
- Site design that is pedestrian-friendly
- The protection and preservation of the area's key natural assets

Section 90-668 - Standards for Approval

In addition to a demonstration of compliance with the bolded items noted, the following conditions of the Meadowstone PUD approval apply:

90-698

 The planning commission shall have the authority to modify the subphase plans as necessary in order to permit the subphase plans to be better coordinated into the overall PUD project. Any modifications shall be in accord with the intent for PUD's and PUD design considerations as contained in this article.



- o Stormwater provisions as well as public water and sanitary sewer shall be built in accordance with the applicable regulations of the city.
- The city sanitary sewer system shall be determined by the director of public services to have adequate capacity to serve the PUD before necessary building permits are issued for each subphases site plan.
- O Before any construction shall begin on the site, the director of public services shall receive written assurance from the state department of natural resources approving the wetland mitigation plan proposed by the applicant. The wetlands on the site shall also be marked in the field before any construction begins.



CITY OF HASTINGS DRAFT PLANNING COMMISSION MEETING MINUTES August 7, 2023

The meeting was called to order at 7:00 p.m. by Chairperson Hatfield with the following Commissioners present: Jordan Brehm, Lois Bowers, David Hatfield, Nichole Lyke, Tom Maurer, Sarah Moyer-Cale, Jacquie McLean and Dave Tossava. Members absent: Chelsey Foster.

Call to Order

Also present: Community Development Director Dan King, DPS Director Travis Tate, Fire Chief Mark Jordan, and Planning Consultant Rebecca Harvey.

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

Approval of the Agenda

It was MOVED by Tossava and SECONDED by Maurer that the proposed minutes of the meeting of July 3, 2023 be approved. All members present voting yes; motion carried.

Approval of the Minutes

None.

Informative Items

Public hearing to review and consider the final site plan/PUD for Meadowstone Apartments, 710 Barfield Drive. King and Harvey spoke regarding the application process and elements of the site review. Joel Kamstra spoke on behalf of the applicant and answered questions from the Commission.

Public Hearing: Final Site Plan/PUD for Meadowstone

Apts

Chairperson Hatfield opened the floor to public comment at 7:26 p.m. Lynette Ferguson (601 Terry Ln), Susan Jackson (699 Terry Ln), Sandy Chewning (529 Terry Ln), Craig Hamilton (601 Terry Ln), and Chuck Smith (696 Terry Ln) spoke during the public comment period, sharing concerns regarding lighting, buffer area, parking, noise, trespassing, and general development on the site. The public comment portion was closed at 7:41 p.m.

Kamstra provided additional information related to the comments made. Discussion was held regarding screening, landscaping, dumpster location, and other elements. It was MOVED by McLean and SECONDED by Tossava to recommend approval of the PUD amendment and Final Site Plan to the City Council with the following contingencies:

- Acceptance of a building density of 14 units/acre and 24-unit structures
- Acceptance of a building height that exceeds the standard maximum by one foot
- Notation that the housing unit size will have less than 600sq feet for some units
- Exterior building finish subject to administrative approval
- Utility and storm management subject to approval by the DPS Director
- Fire Department approval.

All members present voting yes; motion carried.

New Business: None **Old Business:** Moyer-Cale reported that neither the JPA nor the JPC had recently met, but both JPA/JPC Update are scheduled this month. Work Task List None. **Tracking Terms** Mill St PUD added. and Conditions None. **Public Comment** It was noted that there was currently no business pending for the September **Staff Comments** meeting and that it is likely to be cancelled. Lyke stated that the county-wide housing plan draft was in and that the final plan Commission would be available for distribution soon. Bowers stated that it was good to see the Comments Tyden Lofts project break ground. It was MOVED by Bowers and SUPPORTED by McLean to adjourn the meeting. Adjournment All members present voting yes, motion carried. Meeting adjourned at 8:21 p.m. Respectfully submitted, Sarah Moyer-Cale,

Secretary



Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Resolution 2023-27 Cross Connection Control Plan Adoption

Meeting Date: August 28, 2023

Recommended Action:

Motion to adopt Resolution 2023-27 to adopt the Cross Connection Control Plan as presented.

Background Information:

The Michigan Safe Drinking Water Act requires a comprehensive control program for the elimination and prevention of all cross connections. The program should be adopted by the City Council and approved by EGLE. The enclosed control plan pertains to both residential and commercial inspections.

The Cross Connection Control Program is connected to the City's Cross Connection ordinance. Violations of the program are deemed a violation of the City Ordinance and are subject to penalty. The adoption and any amendments to the Cross Connection Control Plan must be done by Resolution.

The City has been performing commercial cross connection inspections for several years, although a plan has not been formally adopted. This plan brings the City into compliance with state law and defines operating procedures for inspections.

Financial	Imp	licati	ons:
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None.

Attachments:

- Resolution 2023-27
- Cross Connection Control Program

City Of Hastings

COUNTY OF BARRY, STATE OF MICHIGAN

Resolution 2023-27

Resolution to Adopt a Cross Connection Control Plan for the City of Hastings Publicly Owned Water Systems

WHEREAS, the City of Hastings is authorized to implement a cross connection control plan pursuant to the Safe Drinking Water Act, 1976 PA 399, as amended (the "Act"), and Michigan Administrative Code, R 325.11401 through R 325.11407 (the "Rules"); and

WHEREAS, the Rules require the City to develop a comprehensive cross connection control plan for the elimination and prevention of all cross connections, which plan must be approved by the State of Michigan Department of Environment Great Lakes and Energy (the "EGLE"); and

WHEREAS, the City of Hastings desires to adopt the Cross Connection Control Plan attached to this Resolution as Exhibit A, which is prepared in accordance with the Michigan Administrative Code.

THEREFORE, **BE IT RESOLVED**, that the City Council of the City of Hastings adopts the City of Hastings Cross Connection Control Plan and that the City shall implement the plan as required and make such reports to EGLE as from time to time is required.

A motion to adopt the foregoing resolution being offered by Member, with support by Member:
YEAS:
NAYS:
ABSENT:
MOTION DECLARED
I hereby certify that the foregoing resolution was adopted at a duly held and attended regular meeting the 28th day of August 2023 by the City Council of the City of Hastings, by a vote of member(s) voting in favor thereof and member(s) voting against, and member(s) absent.
Christopher Bever, City Clerk

Prepared for:

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



CROSS CONNECTION CONTROL PLAN

For

City of Hastings

EGLE Approved: (insert date)

Prepared by:



5700 Crooks Rd., Suite 100 Troy, MI 48098 Phone: 248.250.5000



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1. INTRODUCTION

In accordance to the requirements set forth by the Michigan Department of Environment, Great Lakes and Energy (EGLE), the City of Hastings has officially adopted the State of Michigan cross connection rules to protect the public water supply system. A cross connection is defined as a connection or arrangement of piping or appurtenances through which a backflow could occur. Backflow is defined as the undesirable reversal of flow of water of questionable quality, wastes or other contaminants into a public water supply. The purpose of this program is to avoid contamination of the public water supply by preventing and eliminating cross connections. It is the City of Hastings's intent to carry out a comprehensive and effective cross connection control program (CCCP) to ensure public health is protected and the requirements of the Michigan Safe Drinking Water Act are complied with.



2. AUTHORITY

The authority to carry out and enforce the local CCCP is provided from local ordinance (see Appendix A), the Michigan Safe Drinking Water Act (Act 399), the Best Practices Manual for Cross Connection Control prepared by the Drinking Water and Environmental Health Division, Michigan Plumbing Code, and Michigan Residential Code.

2.1. Inspector/Designated Agent

The City of Hastings or Designated Agent (Authority/Agent) conducting inspections on behalf of the City of Hastings must be designated/approved by the City of Hastings. The Authority/Agent must meet both 1) an experience component and 2) a certification/training component. Acceptable components are as follows:

Experience

- Be employed or contracted by a Utility, Water Purveyor, Building Department, or body of
 jurisdiction and must meet the qualifications and training requirements as dictated by the
 Authority conducting inspections/surveys on behalf of the City of Hastings
- Have held a similar position (CCC Inspector) with a previous municipality
- One year full time experience in conducting cross connection control inspections in commercial, institutional and industrial facilities

Certification/Training

- Meet American Society of Sanitary Engineer Standards (ASSE) 5120 and completed their Cross Connection Inspector Course (40 hours)
- Possess a certificate of completion from one of the following:
 - USC Cross Connection Control Specialist Course (40 hours)
 - TREEO Cross Connection Control Program Manager Course (40 hour)
 - Michigan Plumbing and Mechanical Contractors Association, *Backflow Preventer Training Program* (24 hour)
- Other approved cross connection courses for surveying, as approved by the Authority for conducting inspections/surveys on behalf of the "city name". Submission requirements for approvals must include the following:
 - Course outline
 - Date of attendance
 - Outline of test questions
 - Categories and grading criteria
 - Certificate of satisfactory completion



3. PROGRAM APPROACH

The objectives of this program will be met primarily by:

- Routinely inspecting water customers for cross connections or potential cross connections.
- Requiring water customers to test backflow prevention assemblies.
- Maintaining cross connection control records.
- Actively enforcing violations of the program.
- Providing public education.
- Reporting the status of the program to the EGLE.

The City of Hastings shall ensure that there are adequate personnel and resources to carry out the necessary field and administrative requirements for this program. The City of Hastings adopts the EGLE, Water Bureau Cross Connection Rules Manual as a guide to prevent and eliminate cross connections.



4. INSPECTIONS

The water connections and plumbing systems of all water customers or accounts shall be initially inspected for the presence of cross connections. As a result of the initial inspection, a detailed record of each account shall be established (see Section 6). A representative of the water utility or their designated agent with the qualifications specified in Section 2.1 shall be responsible for inspections. Individuals responsible for conducting inspections shall have obtained sufficient training on cross connection rules, identification, and corrective actions.

Inspections shall consist of entering a facility from the point where water service enters the facility (usually the meter) and tracing the piping to each end point of use. Using the inspection forms in Appendix B the inspector shall identify and note the location and nature of any direct and potential cross connections, location and details of backflow prevention devices, and other pertinent information. Inspectors having proper identification, shall be permitted to enter the building/premises at reasonable times for the purpose of cross connection inspections. If the inspector is refused proper access or if customer plumbing is untraceable, the City of Hastings will assume a cross connection is present and take the necessary action to ensure the public water supply is protected.

The highest priority for inspections shall be placed on facilities that pose a high degree of hazard, that have a high probability that backflow will occur, or are known/suspected to have cross connections.

Once initial inspections are complete then a re-inspection frequency shall be determined for each account based on the degree of hazard and potential for backflow. The EGLE Cross Connection Rules Manual will be a guide in classifying the degree of hazard of each account. However, in general, situations in which backflow could cause illness or death shall be considered high hazard. Non-Residential and residential accounts that pose a high hazard or have a high potential for backflow to occur, must be re-inspected at least once per year. All other non-residential accounts must be re-inspected once every 1-5 years based on the degree of risk. Other factors such as new construction, water quality complaints, or anomalies in customer billing, may prompt an immediate re-inspection. After initial cross connection inspections are complete, a comprehensive list or inventory of all backflow prevention devices shall be on record including all pertinent data.

Following an inspection, the City of Hastings shall inform the customer of their compliance status with the cross connection rules. Template notices in Appendix D may be used to inform customers of upcoming inspections, required corrective actions, compliance status, etc.

Residential inspections consist of an inspection of the residential home exterior and property. The Designated Agent will identify all outside hose bibbs, lawn irrigation systems, wells, pools, spas and any other water source connected to the potable water system. Internal inspections will occur during any meter maintenance or similar service call that allows access to the inside of the home. This inspection will occur at a minimum of once every 10 years. Other factors such as new construction, water quality complaints, water meter replacement and/or maintenance or anomalies in customer billing, may prompt an immediate internal and external cross connection inspection. After a cross connection inspection is completed, a comprehensive list or inventory of all backflow prevention devices shall be on record including all pertinent data. Using the inspection forms in Appendix B the inspector shall identify and note the location and nature of any direct and potential cross connections,



location and details of backflow prevention devices, and other pertinent information. If a cross connection inspection is refused City of Hastings will assume a cross connection is present and take the necessary action to ensure the public water supply is protected.

Following an inspection, City of Hastings shall inform the customer of their compliance status with the local cross connection requirements. Template notices in Appendix E may be used to inform customers of upcoming inspections, required corrective actions, compliance status, etc.



4.1 Request for Internal Cross Connection Control Information

The Authority has the legal right to request specific cross connection control information to include but not limited to piping information, piping drawings or information related to a specific point of water use in relation to cross connections. The Authority shall issue a request notice for any one of the following:

- Facility is determined by the Inspector to be large and/or complex requiring considerable amount of additional time to inspect
- Facility does not allow for free and unlimited access to areas requiring inspection/survey
- Piping configurations are complex
- Piping is not readily accessible. (i.e. concealed piping)
- Multiple piping systems
- Inadequate piping identification
- Facility changes their plumbing configurations on a regular frequency
- Secondary/auxiliary water sources
- Manufacturing/use of industrial fluids in piping systems or facility operations
- Refusal of entry
- No current as-built/engineering drawings of the potable water system

If, the Authority/Agent is not able to complete an inspection the property owner must, at their own expense, have the plumbing inspected for cross-connections by a certified firm or individual that has met the requirements in Section 2.1.

4.2 Submission of Internal Cross Connection Control Information

Information that must be included is as follows:

- Methodology used to conduct the survey
- General facility overview
- List of violations/requirements information must include the following:
 - Type of backflow prevention device to be installed
 - Size of backflow prevention device to be installed
 - Location description/remarks to include what the backflow prevention device will be supplying
- List of all existing backflow prevention devices (both testable and non-testable). Information that must be included is as follows:
 - Type of backflow prevention device installed
 - Size of backflow prevention device installed
 - Manufacturer of backflow prevention device to include:
 - Model
 - Serial number
 - Location description/remarks
- A proposed plan for the correction of violations/requirements must be submitted along with a proposed time table for completion
- Drawings of the facility's potable water piping system may be required



4.3 Containment

"Containment" * is the installation of a backflow prevention device between the facility and public distribution systems. Containment assures there is no chance for water of questionable quality to leave a facility and to enter the public distribution system.

While a facility may be contained, the Authority may still require an inspection downstream of the containment device(s). It is the responsibility of the facility to provide potable water at all times to its employees and/or public. Failure on the facility's part to take corrective action would constitute a violation thus exposing the facility to possible legal ramifications.

A Containment Notice will be issued for any one of the following:

- Facility determined to be high hazard
- Refusal to comply with the normal steps for non-compliance
- Facility does not allow free and unlimited access to areas requiring inspection/survey
 Piping not differentiable or determined to be complex
- Piping is not readily accessible (i.e. concealed piping)
- Multiple piping systems
- Inadequate piping identification
- Facility changes their plumbing configurations on a regular frequency
- Secondary/auxiliary water sources
- Manufacturing/use of industrial fluids in piping systems or facility operations
- Refusal of entry
- No current as-built/engineering drawings of the potable water system
- * Containment assembly(s)/device(s) does not negate the facility's responsibility to ensure the internal water system is protected utilizing appropriate backflow prevention methods.



5 APPLICATION OF BACKFLOW PREVENTERS

The following table outlines acceptable backflow protection for certain types of cross connection conditions that may be encountered. The table is to be used as a guideline in determining adequate cross connection control measures, not as an absolute requirement, see Appendix G for sample installation schematics.

Backflow Preventer	Degree of Hazard	Application	Applicable Standard
Type	hli		
Backflow prevention assem		De alvana assura an	ACCE 101E AVANA CE 10
Double Check Valve	Low hazard	Backpressure or	ASSE 1015, AWWA C510,
Assembly (DCV)		backsiphonage	CSA B64.5, CSA B64.5.1
Double Check Detector	Low hazard	Backpressure or	ASSE 1048
Assembly (DCDA)		backsiphonage	
Pressure Vacuum Breaker	High or low hazard	Backsiphonage	ASSE 1020, CSA B64.1.2
Assembly (PVB)			
Reduced Pressure Principle	High or low hazard	Backpressure or	ASSE 1013, AWWA C5411,
Backflow Prevention		backsiphonage	CSA B64.4, CSA B64.4.1
Assembly (RPBP)			
Reduced Pressure Detector	High or low hazard	Backsiphonage	ASSE 1047
Assembly (RPDA)			
Spill-resistant Vacuum	High or low hazard	Backsiphonage	ASSE 1056
Breaker Assembly (SVB)			
Backflow prevention device		1	
Antisiphon-type Fill Valve	High hazard	Backsiphonage	ASSE 1002, CSA B125.3
(FV)			
Atmospheric Vacuum	High hazard	Backsiphonage	ASSE 1001, CSA B64.1.1
Breaker (AVB)			
Backflow Preventer for	Low hazard	Backpressure or	ASSE 1022
Carbonated Beverage		backsiphonage	
Equipment (VMBP)			
Backflow Preventer with	Low hazard	Backpressure or	ASSE 1012, CSA B64.3
Intermediate Atmospheric		backsiphonage	
Vent (VDCV)			
Dual Check (DC)	Low hazard	Backpressure or	ASSE 1024, CSA B64.6
		backsiphonage	
Hose Connection Backflow	High or low hazard	Low head	ASSE 1052, ASME A112.21.3,
Preventer (HCBP)		backpressure or	CSA B64.2.1.1
		backsiphonage	
Hose Bibb Vacuum Breaker	High or low hazard	Low head	ASSE 1011, ASME A112.21.3,
(HBVB)		backpressure or	CSA B64.2, CSA B64.2.1
		backsiphonage	
Anti-frost Hoe Bibb	High or low hazard	Low head	ASSE 1011, ASME A112.21.3,
Vacuum Breaker		backpressure or	CSA B64.2, CSA B64.2.1
		backsiphonage	
Lab Faucet Vacuum	High or low hazard	Backsiphonage	ASSE 1035, CSA B64.7
Breaker (LFVB)			



Backflow Preventer	Degree of Hazard	Application	Applicable Standard
Туре			
Backflow prevention device	s:		
Vacuum Breaker Wall Hydrants (HBIVB)	High or low hazard	Low head backpressure or backsiphonage	ASSE 1019, ASME A112.21.3, CSA B64.2.2
Other means or methods:			
Air Gap (AG)	High or low hazard	Backsiphonage	ASME A112.1.2
Air Gap Fittings for use with Plumbing Fixtures, Appliances and Appurtenances	High or low hazard	Backsiphonage	ASME A112.1.3
Barometric Loop	High or low hazard	Backsiphonage	MI Plumbing Code Sec. 608.13.4



6 TESTING BACKFLOW PREVENTION ASSEMBLIES

When inspections have been completed, a comprehensive list of backflow preventers installed on customer plumbing systems will be on record. The backflow preventers that are testable assemblies shall be placed on a routine testing schedule. All testable assemblies will be tested upon installation, upon repair and on an annual basis.

Upon notice from the City of Hastings, it shall be the responsibility of the water customer to arrange and absorb any costs associated with assembly testing and subsequent repair/replacement of backflow prevention assemblies.

Following the initial cross connection inspections and subsequent classification of accounts (e.g. assigning a degree of hazard), assembly testing notices shall be sent to non-residential water customers annually. Residential water customers shall receive testing notices every 3 years or every 5 years for non-chemically treated lawn irrigation systems. The notices shall be sent out in a timely manner to provide adequate time for customers to comply, and the timing will consider seasonal assemblies. Template notices in Appendix D may be used to inform customers of testing requirements. These notices will:

- Clearly identify the assembly requiring testing (size, make, model, location, etc.)
- Stipulate the date by which the assembly must be tested.
- Indicate that tests must be completed by a certified tester. A list of approved testers may be provided and updated lists may be obtained from the EGLE.
- Enclose either a standard test form (see Appendix E) or a list of testable backflow prevention assemblies.

When assembly testing reports are received by the utility, they will be checked for the following:

- All the necessary information was provided
- Name and certification number of the tester is provided
- The test results appear valid
- The assembly tested matches the assembly requiring testing (Make, Model, etc.)
- The assembly is approved

Test results are only valid if testing was performed by an individual holding an active ASSE 5110 certification.

Cross connection control program staff will follow up with owner or tester on questionable test forms. A customer may be asked to have an assembly retested if the original test results do not appear valid. Test forms must be received and kept on record for each required test.



7 RECORD KEEPING

A system of cross connection record keeping shall be maintained. Special software specifically for cross connections may be used for:

- Efficient record searches
- Easy reporting
- Simple updating
- Automatic letter generation
- Automatic deadline notification

All cross connections account information must be in the records including:

- Address and location
- Owner name and contact information
- List of testable assemblies
- Description of other cross connections within the facility
 - Air gaps
 - Non-testable assemblies
- Degree of hazard classification and basis
- Required re-inspection frequency
- Photos or sketches if available

All testable assemblies must be in the records including:

- Location of the assembly
- Name and contact information of assembly owner
- Make, model, and size of assembly
- Degree of hazard classification
- Required testing frequency and basis

Tracking changes in water use or tracking new customers is a critical part of the cross connection program. The City of Hastings shall make every attempt to prevent/eliminate cross connections at installations to ensure future compliance. An effort shall be made to cooperate and communicate with the local plumbing code inspector to better accomplish this goal.

Standard letter, form, and report templates may be used to simplify the program requirements including:

- Inspection forms
- Assembly testing forms
- Inspection and/or assembly testing notification letters
- Noncompliance letters
- Water service termination notice
- Hydrant use authorization forms

Copies of the written cross connection control program, ordinance, and EGLE approval letter should be kept on file. Copies of the EGLE annual reports shall be kept for a minimum of 10 years and in accordance with the City's adopted record retention schedule.



8 ENFORCEMENT

To protect public health, water customers found to be in violation of the cross connection rules will be brought into compliance in a timely manner or be disconnected from the public water system. To properly enforce these rules the City of Hastings ordinance provides authority to inspect facilities, terminate water service, and assess fines.

Following an inspection, the customer will be sent either a compliance notice or a non-compliance notice. The timeframe to complete the necessary corrective actions is at the discretion of the utility and will be based primarily on the degree of risk posed by the violation but should also consider the complexity/cost of the necessary corrective actions. Cross connections that pose an imminent and extreme hazard shall be disconnected immediately and so maintained until proper protection is in place. Cross connections that do not pose an extreme hazard are generally expected to be eliminated within 30-60 days. The necessary corrective action and deadline shall be described in the non-compliance notice to the customer.

Failure to submit a test form for a backflow prevention assembly that has successfully passed testing requirements constitutes a cross connection and must be corrected and may result in the termination of water service and/or the assessment of a fine(s).

If a water shut off is necessary to protect the public water system, the local health department, fire department, local law enforcement, and City of Hastings Manager will be notified.



9 NEW SERVICE INSPECTION

9.1 Procedures

All plumbing plans and permits for a proposed building shall be reviewed by the Authority, Plumbing Inspector, Building Inspector and building contractor(s). The Authority's Cross Connection Control Plan and Backflow Prevention requirements will be reviewed with the responsible party.

9.2 Inspections

The Authority/Designated Agent conducting the cross connection control inspection shall inspect the building for compliance with the Cross Connection Control Program.

9.3 Compliance

Upon completion of the cross connection control inspection and determination that the building is in compliance and has met any required actions of this plan, a certificate of occupancy and water service may be initiated as applicable.

9.4 Non-Compliance

If the building does not comply with the Cross Connection Control Program the Authority shall enforce this plan as required. The water service and the certificate of occupancy will not be initiated until compliance is achieved and approved.



10 PUBLIC EDUCATION

The cross connection control program staff must have a good understanding of the program. The City of Hastings shall ensure their cross connection control staff receives proper in-the-field training as well as classroom education focusing on terminology, backflow prevention devices/assemblies, regulations, and hydraulic concepts. In addition, cross connection control staff will be encouraged to receive continuing education to be made aware of new backflow prevention devices/assemblies, regulation changes (i.e. plumbing code updates), new water use devices that pose cross connection concerns, etc.

Furthermore, attempts to educate the public about cross connections will be made by distributing pamphlets on common residential cross connections, visiting schools, providing onsite education of facility management and maintenance staff during routine inspections, speaking at condominium association meetings, showing videos on local access channels, or posting newspaper announcements.

Cross connection staff shall also be available upon request to provide backflow prevention education to pertinent community officials and City of Hastings employees.



11 ANNUAL REPORT

Part 14 of the Michigan Safe Drinking Water Act requires that each community report the status of their program to the EGLE annually. The report summarizes testing, inspection, and corrective action efforts. Cross connection records shall be on file to document each number on the report. The annual report form shall be filled out completely and submitted by the deadline. A narrative description shall be included explaining any unusual numbers or significant events such as:

- The addition or loss of a cross connection staff person
- Greatly expanded/contracted number of cross connection accounts
- Status of accounts not currently in compliance



APPENDIX A - LOCAL ORDINANCE



APPENDIX B - FIELD FORMS

ddress: Address 2: Address 2:		Facility Info	rmation			Mailing Information	
Address 2: City: State: Zip: City: State: Zip: City: State: Zip: Phone: Ext: Fax: Phone: Ext: Fax: Email: Email:	acility Name:				First:	Last:	
State: Zip: City: City	Address:				Address:		
Phone: Ext: Fax: Phone: Ext: Fax: Email: Inspection Date	Address 2:				Address 2:		
Inspection Date Facility Type Requirements Assemblies Devices High Hazard Last Insp Notice Next Insp Notice Containment: Potable Supply Fire Supply Surface Water Grey Water Containment Existing Containment Required FP Properly Protect Containment Containme	Sity:			Zip:	1.1.00		Zip
Inspection Date		Ext:	Fax;			Ext: Fax	
Inspection Status Facility Status Devices Inspection Frequency Test Cycle Devices High Hazard Last Insp Notice Next Insp Notice Next Insp Notice Next Insp Notice Rectaim Water Fire Supply Surface Water Grey Water Containment Existing Containment Required FP Properly Protect	Attack Harrie						
Inspection Frequency Test Cycle Devices High Hazard Last Insp Notice Next Insp Notice Containment: Potable Supply Private Well Reclaim Water Fire Supply Surface Water Grey Water Containment Existing Containment Required FP Property Protect C	Inspection D	ate		Facility Type		Requirements	
High Hazard Last Insp Notice Next Insp Notice Containment: Potable Supply Private Well Fire Supply Surface Water Containment Existing Containment Required FP Property Protect	Inspection Sta	itus		Facility Status		Assemblies	
Containment: Potable Supply Fire Supply Fire Supply Containment Existing Containment Required FP Property Protect	Inspection Freque	ncy		Test Cycle		Devices	
Potable Supply Private Well Reclaim Water Fire Supply Surface Water Grey Water Containment Existing Containment Required FP Property Protect	High Haz	ard 🔲				the second secon	
Fire Supply Surface Water Grey Water Containment Existing Containment Required FP Properly Protect C	Containn	nent:					
Fire Supply Surface Water Grey Water Containment Existing Containment Required FP Properly Protect C	Potable Sup	ply		Private V	/ell	Reclaim	Water
Containment Existing ☐ Containment Required ☐ FP Properly Protect ☐						Grey	Water
Isolation Hazards:			Co	ntainment Requi	red 🗆	FP Properly P	rotect 🗆
	Isolation Haz	ards:					



Inspection Form

Facility Name:					Service Addr	955.	Insp. Date:	
ID#	Req	Туре	Size	Manufacturer	Model	Serial #	PT	Recommendation
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APPENDIX C ASSEMBLY AND DEVICE LEGEND

	Backflow Preventer Legend		
A.S.S.E Standard	Legend	Acronym	Testable Device
1001	Atmospheric Type Vacuum Breakers	AVB	No
1002	Anti-siphon Fill Valves (Ballcocks)	ASBC	No
1011	Hose Connection Vacuum Breaker	HBVB	No
1012	Backflow Preventer w/Intermediate Atmospheric Vent	VDCV	No
1013	Reduced Pressure Backflow Prevention Assembly	RPBP	Yes
1015	Double Check Valve Backflow Prevention Assembly	DCV	Yes
1019	Vacuum Breaker Wall Hydrants	HBIVB	No
1020	Pressure Vacuum Breaker Assembly	PVB	Yes
1022	Backflow Preventer for Carbonated Beverage Machine	VMBP	No
1024	Dual Check Valve Type Backflow Preventers	DC	No
1024	Residential Dual Check	RDC	Yes/No
1035	Laboratory Faucet Backflow Preventer	LFVB	No
1037	Pressurized Flushing Devices (Flushometers)	PFD	No
1047	RP Detector Backflow Prevention Assembly	RPDA	Yes
1048	Double Check Detector Backflow Prevention Assembly	DDCV	Yes
1052	Hose Connection Backflow Preventer	HCBP	No
1055	Chemical Dispensing Systems	AG	No
1056	Spill Resistant Vacuum Breaker Assembly	SVB	Yes
1057	Freeze Resistant Yard Hydrant W/Backflow		No
A112.1.2	Air Gap	AG	No
	Single Check Valve	SCV	No



APPENDIX D – NON-RESIDENTIAL PROGRAM NOTICE TEMPLATES



Cross Connection Control Program Inspection Notice

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Dear [GREETING]

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in local Ordinance [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection and 2) testing of backflow prevention assemblies.

The [ORGNAME] will be working jointly with inspectors from HydroCorp to conduct these inspections. Thank you in advance for your cooperation in this matter.

As part of this program, an inspection of your facility's internal water system is to be completed. Inspectors will be reviewing your water system for connections that could possibly contaminate the water distribution system. The inspection is tentatively scheduled for **[SCHEDULEDDATE].** Our inspector will do their best to be on site this day, however, we may be on site the day before or after the scheduled date. The inspection must be completed during normal business hours of 8:00 AM to 5:00 PM. If you need a more specific time, please call 1.800.690.6651 to arrange an appointment.

Any costs associated with the replacement, modification(s), installation, and/or testing of backflow prevention assemblies is the responsibility of the property owner/manager and/or occupant.

You will be notified following the inspection if modification(s) and/or testing of backflow prevention assemblies are necessary. We look forward to working with you in protecting the drinking water supply. If you have any questions or concerns, please contact HydroCorp at 1.800.690.6651 or visit their website at www.hydrocorpinc.com/resources/links/.



Cross Connection Control Program Inspection Compliance Notice

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Dear [GREETING]

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in local ordinance [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection and 2) testing of backflow prevention assemblies.

As part of this program, an inspection of your facility's internal water distribution system was completed on [SCHEDULEDDATE]. Inspectors reviewed your water distribution system for any piping or connections that could possibly contaminate the water distribution system.

Your facility was either found compliant and/or the necessary changes made to comply with local ordinance. This inspection is valid until your facility's next scheduled inspection date. You will receive future notice for your next inspection date.

If your facility has backflow prevention assemblies requiring testing, you will be receiving additional notice detailing test requirements.

If you have any questions or require additional information, please contact **HydroCorp at 1.800.690.6651** or visit their website at www.hydrocorpinc.com.



Cross Connection Control Program Containment Compliance Notification

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Dear [GREETING]

A Cross Connection Control inspection was performed at your facility. At that time, it was determined that your facility's potable water system is "contained" by an approved, properly installed backflow prevention device or assembly at the main inlet which is intended to minimize the potential backflow threat to the [ORGNAME]'s public water system. Therefore, your facility has met the intent of the inspection portion of the Cross Connection Program as defined in local Ordinance [ORDINANCENUMBER]. Compliance with the inspection portion of the program requirements shall remain in effect until your facility's next scheduled inspection date.

However, to fully meet the intent of the CCC Program, two- (2) items must be addressed:

- 1. Inspection of the facility: Completed.
- 2. Successful annual testing of any existing testable backflow prevention assemblies within your facility.

This facility will be in compliance with the Cross Connection Control Program when the existing backflow prevention assemblies are tested this year and at yearly intervals hereafter. When it is necessary to test such assemblies, your facility will receive a notification letter, test forms to be completed by a certified tester for each identified testable assembly, and a list of certified testers within your facility's area. Upon the successful testing of the backflow prevention assembly, please submit a copy of the completed test record(s) to HydroCorp.

Note, however, it is still possible for existing cross connections within your facility to potentially affect the water quality within your internal plumbing system. The installation of an approved backflow preventer at the main inlet does not relieve your facility of the responsibility of providing potable water to your employees and the public. To comply with all applicable codes and laws, it is recommended that your facility:

- Have a cross connection control survey of the potable water piping system performed within your facility.
- Ensure all piping systems downstream of the containment device/assembly are labeled properly.
- Ensure backflow prevention assemblies connected to the potable water supply within your facility are tested annually.

If you have any questions or require additional information, please contact HydroCorp at 1.800.690.6651.



Request for Internal Cross Connection Control Information Notice

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Dear [GREETING]

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in the local Ordinance [ORDINANCENUMBER] is to help eliminate direct and potential hazards to the public water distribution system. A cross connection is an actual or potential connection between the potable water supply and any other environment which may introduce contaminants into the drinking water. We have hired a specialized consulting firm (HydroCorp) to assist in helping water customers comply with the CCC Program.

There are two required components of the CCC program; 1) Site inspection of your plumbing system, and 2) Compliance with the local CCC Ordinance and State Plumbing Code. HydroCorp conducted a cursory CCC assessment of your facility on [LASTSURVEYDATE]. At the time of that initial contact, it was indicated that your facility has not had a thorough cross connection inspection. Due to the size and complexity of your building(s) and plumbing system(s) the Utility cannot undertake the responsibility of the inspection at your facility.

The [ORGNAME] recommends, but does not require, that your company contract HydroCorp for your initial CCC inspection. This recommendation is because HydroCorp ultimate role in this process would be to "protect the water system" and provide the most cost effective and unbiased opinion of how to correct any cross connections. However, should you choose to select your own contractor, coordination of services is required with HydroCorp since they have ultimate approval of our CCC program.

If your company has had a complete Cross Connection Control Survey, please provide inspection/survey results of the entire potable water piping system within your facility along with the following required information:

• Testers Certification number of the person(s) conducting the inspection/survey • A list of all testable backflow preventers with locations, serial # and Regulated Object # • A list of all non-testable type backflow preventers with locations • A list of all water connections with no backflow prevention with locations • A written plan for correcting any cross connections identified during inspection • A copy of the survey performed and name and contact information of the company who performed it • A time frame for correcting all cross connections found during inspection.

If you have any questions or require additional information, please contact HydroCorp at 1.800.690.6651. Your facility's cooperation in this important safety program is greatly appreciated.



Containment Notice

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Dear [GREETING]

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in Ordinance [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system.

"Containment" is the installation of a backflow prevention device, or a testable assembly between the facility and the public water distribution system. Containment assures there is no chance for water of questionable quality to leave your facility and to enter the public water distribution system.

As authorized by Ordinance [ORDINANCENUMBER], the containment backflow prevention assemblies on the attached list are to be installed immediately after the municipal water meter and before the first tap. If a by-pass around the backflow prevention assembly is required, the by-pass shall also be protected with a backflow prevention assembly of equal protection. Your facility has 30 days to install the assemblies shown on the attached pages.

Please be advised that the installation of containment devices does not relieve your facility of the responsibility of providing potable water to its employees and visitors. To comply with applicable laws, and to ensure the integrity of your internal water distribution system, a comprehensive cross connection inspection should be completed. If you have any questions, please contact HydroCorp at 1.800.690.6651.



Inspection Non-Compliance Notice 1

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Dear [GREETING]

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in the [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection and 2) testing of backflow prevention assemblies.

An inspection of your facility's internal water distribution system was completed on [LASTSURVEYDATE]. Inspectors reviewing your water system found connections that could possibly contaminate the public water distribution system. A list of requirements is enclosed.

Requirements on this list must be addressed using only State approved backflow prevention devices. A licensed plumber should be able to assist you with acquiring approved backflow prevention devices. Some backflow prevention devices (assemblies) also require testing by a State Certified Tester. We suggest that the licensed plumber installing the testable assemblies also have the state certification to test assemblies. *All testable assemblies must be tested immediately at the time of installation.*

These requirements must be completed by [RESPONSEDATE]. After the requirements and devices have been installed (if applicable) please call the number below on or before the date listed above to schedule a compliance inspection. Failure to do so will result in future non-compliant notices.

To arrange for compliance review please contact HydroCorp at 1.800.690.6651. If you require additional information, please visit their website at www.hydrocorpinc.com.



Inspection Non-Compliance Notice 2

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Dear [GREETING]

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in the [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection and 2) testing of backflow prevention assemblies.

An inspection of your facility's internal water distribution system was completed on [LASTSURVEYDATE]. Inspectors reviewing your water system found connections that could possibly contaminate the public water distribution system. A letter of notification was previously sent to you outlining the required corrective measures. For your reference, a duplicate list of requirements is enclosed.

Requirements on this list must be addressed using only State approved backflow prevention devices. A licensed plumber should be able to assist you with acquiring approved backflow prevention devices. Some backflow prevention devices (assemblies) also require testing by a State Certified Tester. We suggest that the licensed plumber installing the testable assemblies also have the state certification to test assemblies. *All testable assemblies must be tested immediately at the time of installation.*

These requirements must be completed by [RESPONSEDATE]. After the requirements and devices have been installed (if applicable) please call the number below on or before the date listed above to schedule a compliance inspection. Failure to do so will result in future non-compliant notices.

To arrange for compliance review please contact HydroCorp at 1.800.690.6651. If you require additional information, please visit their website at www.hydrocorpinc.com.



Inspection Non-Compliance – Shut-Off Notice

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Dear [GREETING]

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in the [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection and 2) testing of backflow prevention assemblies.

As part of this program, an inspection of your facility's internal water distribution system was completed on [LASTSURVEYDATE]. Inspectors reviewing your water system found connections that could possibly contaminate the public water distribution system. Two- (2) previous letters of notification were sent to you outlining the required corrective measures. For your reference, a duplicate list of requirements is attached.

We presently have no record or notification from you that the corrective action has been completed. If you have already completed the requirements, please call the number below to schedule a compliance inspection.

You are hereby notified that in accordance with the [ORGNAME] local ordinance, the water supply to the above noted premises will be discontinued as of ______. Water service may not be resumed until corrective measures have been addressed

To arrange for compliance review please contact HydroCorp at 1.800.690.6651. If you require additional information, please visit their website at www.hydrocorpinc.com.

Sincerely,

[Name] [Title]



Cross Connection Control Program Testing Notice

RE: [FACILITYNAME] at [SERVICEADDRESS1][SERVICEADDRESS2]

Reference #: [REFERENCENUMBER]

Dear [GREETING]

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in local ordinance [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

This correspondence addresses testing of backflow prevention assemblies and is independent of previous correspondence pertaining to site inspection(s). Periodic testing of backflow prevention assemblies is required to ensure proper working order.

Our records indicate it is time for testing of backflow prevention assemblies at your facility. The assemblies required to be tested at this time are listed on the following page(s). Testing should be completed in advance of the completion date noted to allow for repair(s) should they be necessary. Testing of backflow prevention assemblies must be completed by a State approved certified tester. A partial listing of testers available in your area can be viewed on HydroCorp's website at hydrocorpinc.com/resources/testers.

Following completion of testing and/or repairs, all test results must be entered electronically by your plumber &/or certified tester at gethydrosoft.com Test forms will no longer be accepted via mail, fax or email.

Completed test forms are to be entered online by [RESPONSEDATE]. Please retain a copy of the report for your records.

If you have any questions or require additional information, please contact HydroCorp at 1.800.690.6651 or visit their website at hydrocorpinc.com.

THE FOLLOWING PAGE(S) MUST BE FORWARDED TO YOUR TESTER



Print Date: [PRINTDATE]

INSERT CLIENT LOGO

Cross Connection Control Program Testing Notice

Sample Person 12345 Somewhere City, St, Zip

Dear Water Customer, please provide this page(s) to your tester.

ATTENTION TESTERS: This correspondence addresses testing of backflow prevention assemblies. Following completion of testing and/or repairs, all test results must be submitted online at gethydrosoft.com. Test forms will no longer be accepted via mail, fax or email. A onetime registration process must be completed by each tester before any test results will be accepted. Assistance with the registration and test form entry process can also be found at gethydrosoft.com. Testers will be required to provide the reference number listed below upon submission of test results for each facility where testing has been completed. If you have any questions or require additional information, please contact HydroCorp at 1-844-950-5026.

Completed test forms are to be entered online by 09/15/2017.

RE: Facility For Sample Notice at 12345 Somewhere

Reference #: 4C5DA5A9E

Device	Protection	Manufacturer	Model	Serial #	Size	Test Date	Test Status
Location/Comments:							
Line PSI:		CV1:		CV2:		RV:	



Cross Connection Control Program Testing Notice #2

RE: [FACILITYNAME] at [SERVICEADDRESS1][SERVICEADDRESS2]

Reference #: [REFERENCENUMBER]

Dear [GREETING]

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in local ordinance [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

This is your second notice pertaining to testing of backflow prevention assemblies and is independent of previous correspondence pertaining to site inspection(s). Periodic testing of backflow prevention assemblies is required to ensure proper working order.

Our records indicate it is time for testing of backflow prevention assemblies at your facility. The assemblies required to be tested at this time are listed on the following page(s). Testing should be completed in advance of the completion date noted to allow for repair(s) should they be necessary. Testing of backflow prevention assemblies must be completed by a State approved certified tester. A partial listing of testers available in your area can be viewed on HydroCorp's website at hydrocorpinc.com/resources/testers.

Following completion of testing and/or repairs, all test results must be entered electronically by your plumber &/or certified tester at gethydrosoft.com Test forms will no longer be accepted via mail, fax or email.

Completed test forms are to be entered online by [RESPONSEDATE]. Please retain a copy of the report for your records.

If you have any questions or require additional information, please contact HydroCorp at 1.800.690.6651 or visit their website at hydrocorpinc.com.

THE FOLLOWING PAGE(S) MUST BE FORWARDED TO YOUR TESTER



Print Date: [PRINTDATE]

INSERT CLIENT LOGO

Cross Connection Control Program Testing Notice

Sample Person 12345 Somewhere City, St, Zip

Dear Water Customer, please provide this page(s) to your tester.

ATTENTION TESTERS: This correspondence addresses testing of backflow prevention assemblies. Following completion of testing and/or repairs, all test results must be submitted online at gethydrosoft.com. Test forms will no longer be accepted via mail, fax or email. A onetime registration process must be completed by each tester before any test results will be accepted. Assistance with the registration and test form entry process can also be found at qethydrosoft.com. Testers will be required to provide the reference number listed below upon submission of test results for each facility where testing has been completed. If you have any questions or require additional information, please contact HydroCorp at 1-844-950-5026.

Completed test forms are to be entered online by 09/15/2017.

RE: Facility For Sample Notice at 12345 Somewhere

Reference #: 4C5DA5A9E

Device	Protection	Manufacturer	Model	Serial #	Size	Test Date	Test Status
Location/	Location/Comments:						
Line PSI:		CV1:		CV2:		RV:	



Testing Shut-Off Notice

RE: [FACILITYNAME] at [SERVICEADDRESS1][SERVICEADDRESS2]

Reference #: [REFERENCENUMBER]

Dear [GREETING]

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in local ordinance [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

This your third notice pertaining to testing of backflow prevention assemblies and is independent of previous correspondence pertaining to site inspection(s). Periodic testing of backflow prevention assemblies is required to ensure proper working order.

Our records indicate it is time for testing of backflow prevention assemblies at your facility. The assemblies required to be tested at this time are listed on the following page(s). Testing should be completed in advance of the completion date noted to allow for repair(s) should they be necessary. Testing of backflow prevention assemblies must be completed by a State approved certified tester. A partial listing of testers available in your area can be viewed on HydroCorp's website at hydrocorpinc.com/resources/testers.

You are hereby notified that in accordance with local ordinance, the water supply to the above noted premises will be discontinued as of **[RESPONSEDATE]**. Water service may not be resumed until corrective measures have been addressed.

Following completion of testing and/or repairs, all test results must be entered electronically by your plumber &/or certified tester at gethydrosoft.com. Test forms will no longer be accepted via mail, fax or email.

If you have any questions or require additional information, please contact HydroCorp at 1.800.690.6651 or visit their website at hydrocorpinc.com.

Sincerely,

[NAME] [TITLE]



Print Date: [PRINTDATE]

INSERT CLIENT LOGO

Cross Connection Control Program Testing Notice

Sample Person 12345 Somewhere City, St, Zip

Dear Water Customer, please provide this page(s) to your tester.

ATTENTION TESTERS: This correspondence addresses testing of backflow prevention assemblies. Following completion of testing and/or repairs, all test results must be submitted online at gethydrosoft.com. Test forms will no longer be accepted via mail, fax or email. A onetime registration process must be completed by each tester before any test results will be accepted. Assistance with the registration and test form entry process can also be found at gethydrosoft.com. Testers will be required to provide the reference number listed below upon submission of test results for each facility where testing has been completed. If you have any questions or require additional information, please contact HydroCorp at 1-844-950-5026.

Completed test forms are to be entered online by 09/15/2017.

RE: Facility For Sample Notice at 12345 Somewhere

Reference #: 4C5DA5A9E

Device	Protection	Manufacturer	Model	Serial #	Size	Test Date	Test Status
Location/	Location/Comments:						
Line PSI:		CV1:		CV2:		RV:	



APPENDIX E – RESIDENTIAL PROGRAM NOTICE TEMPLATES



Cross Connection Control Program Inspection Notice

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Dear Water Customer,

The [ORGNAME] is required under Public Act 399, Part 14, to maintain a cross connection control program to identify and eliminate any possible connections that could contaminate the public water system. The City has implemented a program for its commercial and industrial customers for a number of years; however, in order to fully comply with this State mandate, we must now include residential customers as part of this program. The City has contracted with HydroCorp of Troy, MI to assist with facilitating this program.

An inspector from HydroCorp will be in your neighborhood within the next two weeks reviewing the <u>exterior</u> of your home for connections that could possibly contaminate the water distribution system. A typical site visit lasts less than twenty minutes and the inspector will be looking at exterior garden hose connections, lawn sprinkler systems, pools/spas and any secondary water sources, such as privately owned wells. HydroCorp inspectors will **not** be entering your home at this time.

There are no fees for the inspection(s); however, in circumstances where cross-connections exist, any costs associated with the replacement, modification, installation and/or testing of backflow prevention assemblies remain the obligation of the home owner. The most common requirement for home owners is for an Anti-Frost Hose Bibb Vacuum Breaker on outside hose bibbs.

At this time there is no action required on your part. You will be notified following the survey if modification(s) and/or testing of backflow prevention assemblies are necessary.

We look forward to working with you in protecting everyone's drinking water supply. If you have any questions or concerns, please contact HydroCorp by phone at 1.800.690.6651 or email residential@hydrocorpinc.com. For additional information regarding the program, please visit their website at www.hydrocorpinc.com/residential.



Cross Connection Control Program Inspection Compliance Notice

Upon completion of inspection and the water customer is in compliance with all aspects of the program, they will receive a compliance door hanger or be notified by mail informing the water customer of their compliance status, see below.

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Dear Water Customer,

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in local ordinance [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

As part of this program, an external inspection of the water distribution system at your home was completed on [SCHEDULEDDATE]. Inspectors reviewed your water distribution system for any piping or connections that could possibly contaminate the water distribution system.

Your home was either found compliant and/or the necessary changes were made to comply with local ordinance. This inspection is valid until your homes' next scheduled inspection date. You will receive a future notice for your next inspection date.

If your home has backflow prevention assemblies requiring testing, you will be receiving additional notices detailing test requirements.

Thank you for assisting the [ORGNAME] in protecting our water supply! If you have any questions or concerns please contact HydroCorp by phone 1.800.690.6651 or email residential@hydrocorpinc.com.



Inspection Non-Compliance Notice 1

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Dear Water Customer,

The [ORGNAME] has contracted with HydroCorp of Troy, MI to perform the State mandated Cross Connection Control and Backflow Prevention Program inspections. As part of this program, a survey of your property was completed on [LASTSURVEYDATE]. During the survey the inspector found water uses on your property that could potentially contaminate the public water distribution system and/or the water inside your home.

The State of Michigan Safe Drinking Water Act, P.A. 399 Part 14, mandates that any connections to a public water system shall comply with the State Plumbing Act, PA 733. The attached list details the connections found on your property that are in violation with these State of Michigan requirements. The [ORGNAME] is mandated by the State to ensure these connections either (1) comply with the laws and rules of the State or (2) are permanently disconnected from the public water system.

Many of the items found by our contracted inspection provider are very simple to correct and can be completed by the home owner at very little expense. Some items, particularly lawn irrigation systems, may require the assistance of a licensed plumber. If you have questions or are unsure of what you need to do, please contact HydroCorp at 248-250-5000. They have staff in their office that are trained specifically to assist you with technical and other questions regarding the program.

Please complete these requirements and call HydroCorp on or before [RESPONSEDATE] to arrange a compliance inspection. Failure to do so will lead to further enforcement action in accordance with the [ORGNAME] Code of Ordinances and possible interruption of service.

Thank you for assisting the <code>[ORGNAME]</code> in protecting our water supply! If you have any questions or concerns or would like to schedule a compliance review please contact HydroCorp by phone 1.800.690.6651 or email <code>residential@hydrocorpinc.com</code>. For additional information regarding the program please visit their website at www.hydrocorpinc.com/residential.



Inspection Non-Compliance Notice 2

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Dear Water Customer,

The [ORGNAME] has contracted with HydroCorp of Troy, MI to perform the State mandated Cross Connection Control and Backflow Prevention Program inspections. As part of this program, a survey of your property was completed on [LASTSURVEYDATE]. During the survey the inspector found water uses on your property that could potentially contaminate the public water distribution system and/or the water inside your home.

The State of Michigan Safe Drinking Water Act, P.A. 399 Part 14, mandates that any connections to a public water system shall comply with the State Plumbing Act, PA 733. The attached list details the connections found on your property that are in violation with these State of Michigan requirements. The [ORGNAME] is mandated by the State to ensure these connections either (1) comply with the laws and rules of the State or (2) are permanently disconnected from the public water system.

Many of the items found by our contracted inspection provider are very simple to correct and can be completed by the home owner at very little expense. Some items, particularly lawn irrigation systems, may require the assistance of a licensed plumber. This is the second notice you should have received regarding this matter. If you have questions or are unsure of what you need to do, please contact HydroCorp at 248-250-5000. They have staff in their office that are trained specifically to assist you with technical and other questions regarding the program. Please complete these requirements and call HydroCorp on or before [RESPONSEDATE] to arrange a compliance inspection. Failure to do so will lead to further enforcement action in accordance with the [ORGNAME] Code of Ordinances and possible interruption of service.

Thank you for assisting the [ORGNAME] in protecting our water supply! If you have any questions or concerns or would like to schedule a compliance review please contact HydroCorp by phone 1.800.690.6651 or email residential@hydrocorpinc.com. For additional information regarding the program please visit their website at www.hydrocorpinc.com/residential.



Inspection Non-Compliance – Shut-Off Notice

RE: [FACILITYNAME] at [SERVICEADDRESS1]

Dear Water Customer,

The [ORGNAME] has contracted with HydroCorp of Troy, MI to perform the State mandated Cross Connection Control and Backflow Prevention Program inspections. As part of this program, a survey of your property was completed on [LASTSURVEYDATE]. During the survey the inspector found water uses on your property that could potentially contaminate the public water distribution system and/or the water inside your home.

The State of Michigan Safe Drinking Water Act, P.A. 399 Part 14, mandates that any connections to a public water system shall comply with the State Plumbing Act, PA 733. The attached list details the connections found on your property that are in violation with these State of Michigan requirements. The [ORGNAME] is mandated by the State to ensure these connections either (1) comply with the laws and rules of the State or (2) are permanently disconnected from the public water system.

Many of the items found by our contracted inspection provider are very simple to correct and can be completed by the home owner at very little expense. Some items, particularly lawn irrigation systems, may require the assistance of a licensed plumber. This is the third notice you should have received regarding this matter. If you have questions or are unsure of what you need to do, please contact HydroCorp at 248-250-5000. They have staff in their office that are trained specifically to assist you with technical and other questions regarding the program. Please complete these requirements and call HydroCorp on or before [RESPONSEDATE] to arrange a compliance inspection. Failure to do so will lead to further enforcement action in accordance with the [ORGNAME] Code of Ordinances and possible interruption of service.

Thank you for assisting the [ORGNAME] in protecting our water supply! If you have any questions or concerns or would like to schedule a compliance review please contact HydroCorp by phone 1.800.690.6651 or email residential@hydrocorpinc.com. For additional information regarding the program please visit their website at www.hydrocorpinc.com/residential.



Cross Connection Control Program Testing Notice

RE: [FACILITYNAME] at [SERVICEADDRESS1][SERVICEADDRESS2]

Reference #: [REFERENCENUMBER]

Dear [GREETING]

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in local ordinance [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

This correspondence addresses testing of backflow prevention assemblies and is independent of previous correspondence pertaining to site inspection(s). Periodic testing of backflow prevention assemblies is required to ensure proper working order.

Our records indicate it is time for testing of backflow prevention assemblies at your facility. The assemblies required to be tested at this time are listed on the following page(s). Testing should be completed in advance of the completion date noted to allow for repair(s) should they be necessary. Testing of backflow prevention assemblies must be completed by a State approved certified tester. A partial listing of testers available in your area can be viewed on HydroCorp's website at hydrocorpinc.com/resources/testers.

Following completion of testing and/or repairs, all test results must be entered electronically by your plumber &/or certified tester at gethydrosoft.com Test forms will no longer be accepted via mail, fax or email.

Completed test forms are to be entered online by [RESPONSEDATE]. Please retain a copy of the report for your records.

If you have any questions or require additional information, please contact HydroCorp at 1.800.690.6651 or visit their website at hydrocorpinc.com.

THE FOLLOWING PAGE(S) MUST BE FORWARDED TO YOUR TESTER



Print Date: [PRINTDATE]

INSERT CLIENT LOGO

Cross Connection Control Program Testing Notice

Sample Person 12345 Somewhere City, St, Zip

Dear Water Customer, please provide this page(s) to your tester.

ATTENTION TESTERS: This correspondence addresses testing of backflow prevention assemblies. Following completion of testing and/or repairs, all test results must be submitted online at gethydrosoft.com. Test forms will no longer be accepted via mail, fax or email. A onetime registration process must be completed by each tester before any test results will be accepted. Assistance with the registration and test form entry process can also be found at gethydrosoft.com. Testers will be required to provide the reference number listed below upon submission of test results for each facility where testing has been completed. If you have any questions or require additional information, please contact HydroCorp at 1-844-950-5026.

Completed test forms are to be entered online by 09/15/2017.

RE: Facility For Sample Notice at 12345 Somewhere

Reference #: 4C5DA5A9E

Device	Protection	Manufacturer	Model	Serial #	Size	Test Date	Test Status
Location/Comments:							
Line PSI:		CV1:		CV2:		RV:	



Cross Connection Control Program Testing Notice #2

RE: [FACILITYNAME] at [SERVICEADDRESS1][SERVICEADDRESS2]

Reference #: [REFERENCENUMBER]

Dear [GREETING]

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in local ordinance [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

This is your second notice pertaining to testing of backflow prevention assemblies and is independent of previous correspondence pertaining to site inspection(s). Periodic testing of backflow prevention assemblies is required to ensure proper working order.

Our records indicate it is time for testing of backflow prevention assemblies at your facility. The assemblies required to be tested at this time are listed on the following page(s). Testing should be completed in advance of the completion date noted to allow for repair(s) should they be necessary. Testing of backflow prevention assemblies must be completed by a State approved certified tester. A partial listing of testers available in your area can be viewed on HydroCorp's website at hydrocorpinc.com/resources/testers.

Following completion of testing and/or repairs, all test results must be entered electronically by your plumber &/or certified tester at gethydrosoft.com Test forms will no longer be accepted via mail, fax or email.

Completed test forms are to be entered online by [RESPONSEDATE]. Please retain a copy of the report for your records.

If you have any questions or require additional information, please contact HydroCorp at 1.800.690.6651 or visit their website at hydrocorpinc.com.

THE FOLLOWING PAGE(S) MUST BE FORWARDED TO YOUR TESTER



Print Date: [PRINTDATE]

INSERT CLIENT LOGO

Cross Connection Control Program Testing Notice

Sample Person 12345 Somewhere City, St, Zip

Dear Water Customer, please provide this page(s) to your tester.

ATTENTION TESTERS: This correspondence addresses testing of backflow prevention assemblies. Following completion of testing and/or repairs, all test results must be submitted online at gethydrosoft.com. Test forms will no longer be accepted via mail, fax or email. A onetime registration process must be completed by each tester before any test results will be accepted. Assistance with the registration and test form entry process can also be found at gethydrosoft.com. Testers will be required to provide the reference number listed below upon submission of test results for each facility where testing has been completed. If you have any questions or require additional information, please contact HydroCorp at 1-844-950-5026.

Completed test forms are to be entered online by 09/15/2017.

RE: Facility For Sample Notice at 12345 Somewhere

Reference #: 4C5DA5A9E

Device	Protection	Manufacturer	Model	Serial #	Size	Test Date	Test Status
Location/Comments:							
Line PSI:		CV1:		CV2:		RV:	



Testing Shut-Off Notice

RE: [FACILITYNAME] at [SERVICEADDRESS1][SERVICEADDRESS2]

Reference #: [REFERENCENUMBER]

Dear [GREETING]

The purpose of the [ORGNAME]'s Cross Connection Control Program, as defined in local ordinance [ORDINANCENUMBER], is to help eliminate possible contamination of the public water distribution system. There are two required components of the program; 1) site inspection, and 2) testing of backflow prevention assemblies.

This your third notice pertaining to testing of backflow prevention assemblies and is independent of previous correspondence pertaining to site inspection(s). Periodic testing of backflow prevention assemblies is required to ensure proper working order.

Our records indicate it is time for testing of backflow prevention assemblies at your facility. The assemblies required to be tested at this time are listed on the following page(s). Testing should be completed in advance of the completion date noted to allow for repair(s) should they be necessary. Testing of backflow prevention assemblies must be completed by a State approved certified tester. A partial listing of testers available in your area can be viewed on HydroCorp's website at hydrocorpinc.com/resources/testers.

You are hereby notified that in accordance with local ordinance, the water supply to the above noted premises will be discontinued as of **[RESPONSEDATE]**. Water service may not be resumed until corrective measures have been addressed.

Following completion of testing and/or repairs, all test results must be entered electronically by your plumber &/or certified tester at gethydrosoft.com. Test forms will no longer be accepted via mail, fax or email.

If you have any questions or require additional information, please contact HydroCorp at 1.800.690.6651 or visit their website at hydrocorpinc.com.

Sincerely,

[NAME] [TITLE]



APPENDIX F – TEST FORM

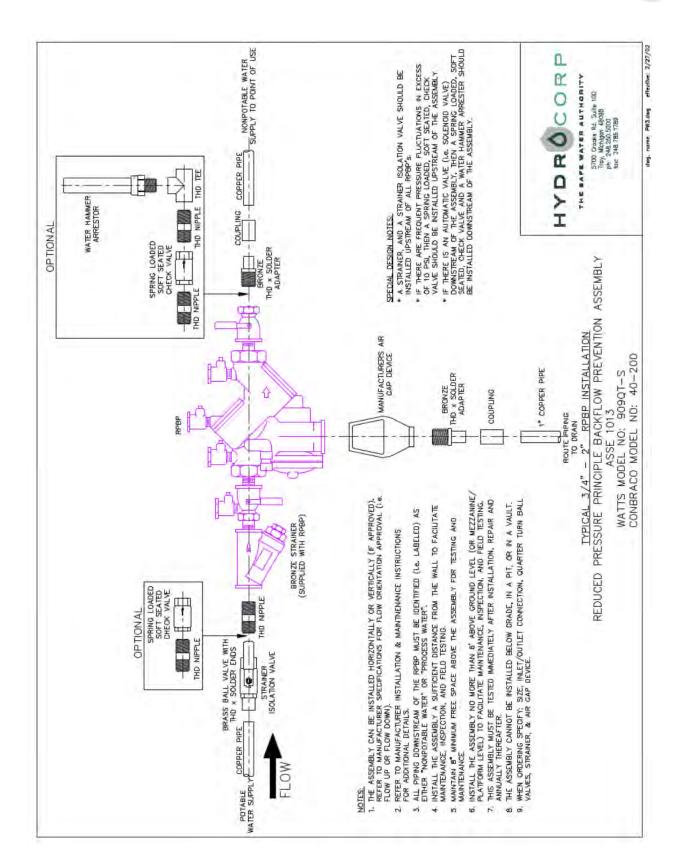
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	24	☐ Leaked		100
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1st Check	2nd Check	Relief Valve	PVB/SVB Air Inlet	PVB/SVB Check Valve
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☐ Leaked	☐ Leaked	O Did Not Open	☐ Failed	☐ Failed
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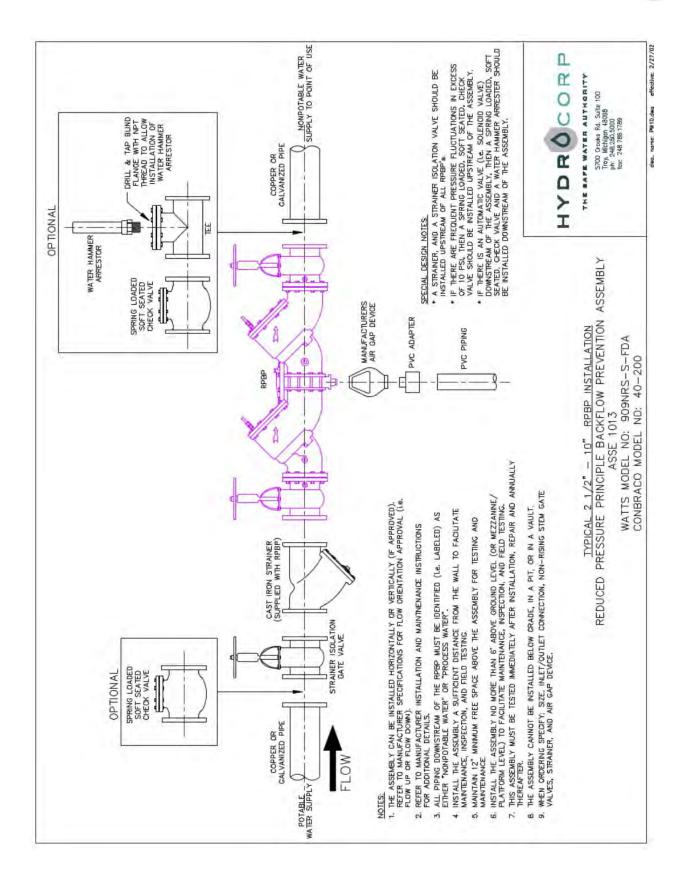
APPENDIX G – INSTALLATION SCHEMATICS

Drawings contained in this section are only "typical" installations for reference purposes. All new installations must be installed per code and manufacturer specifications.

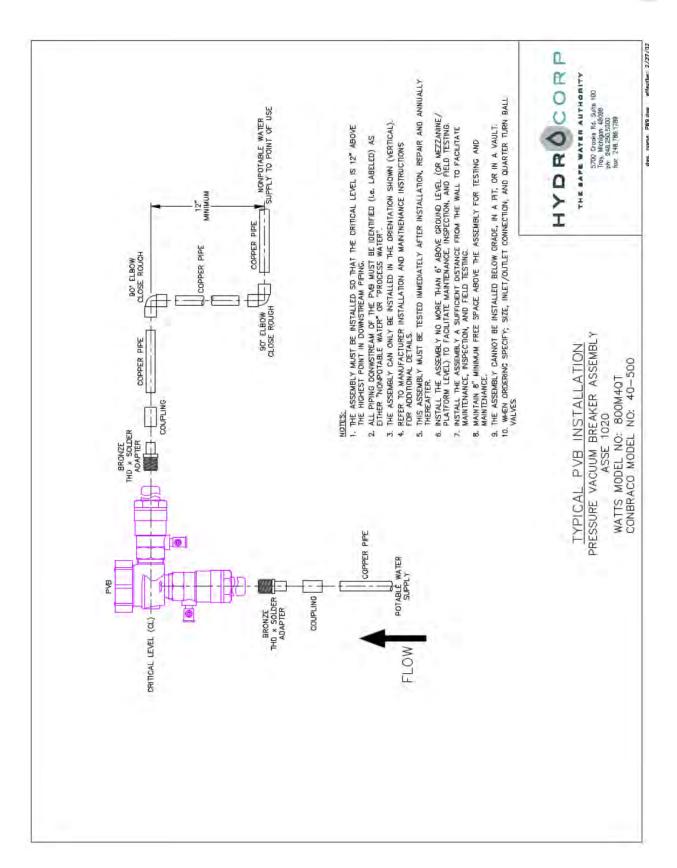




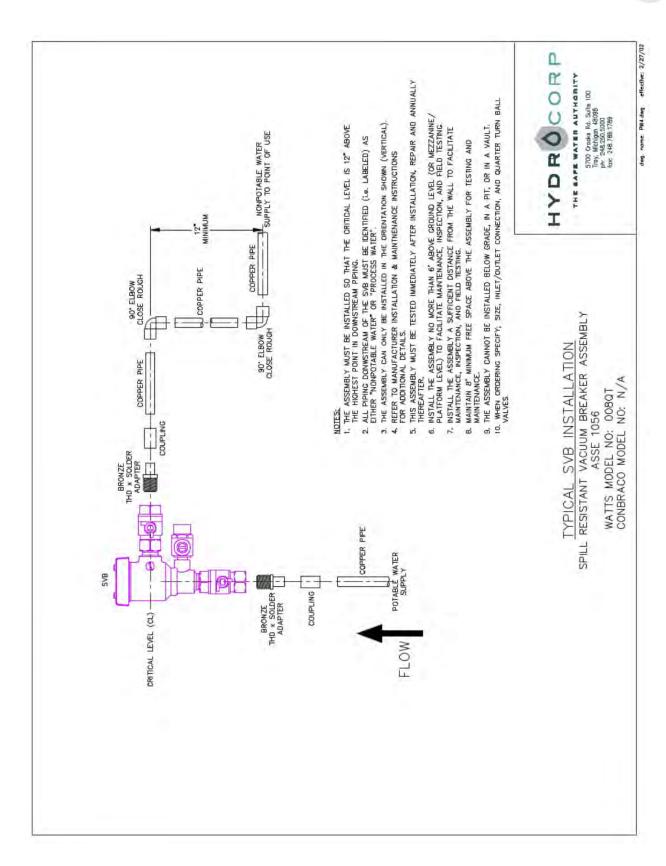




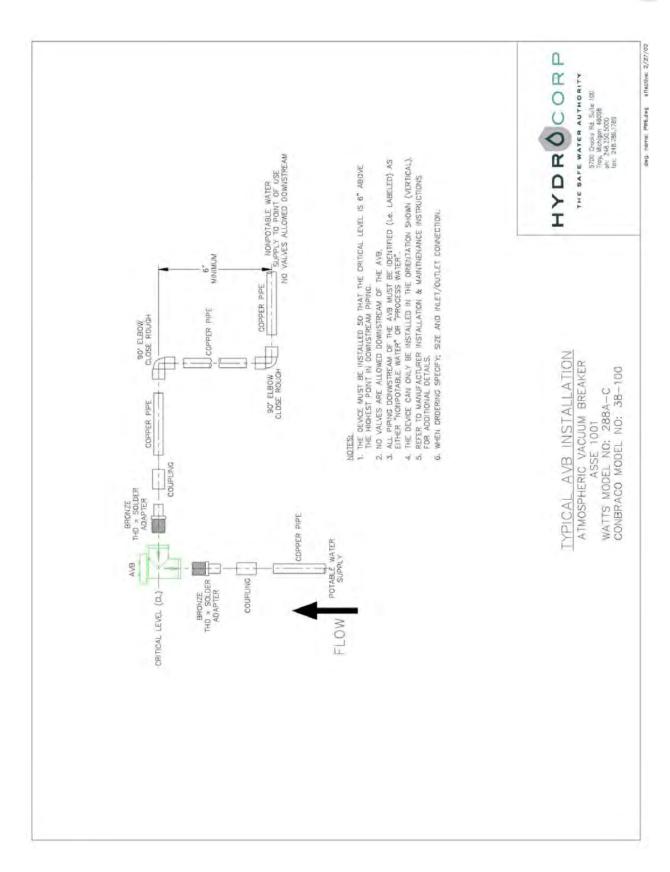




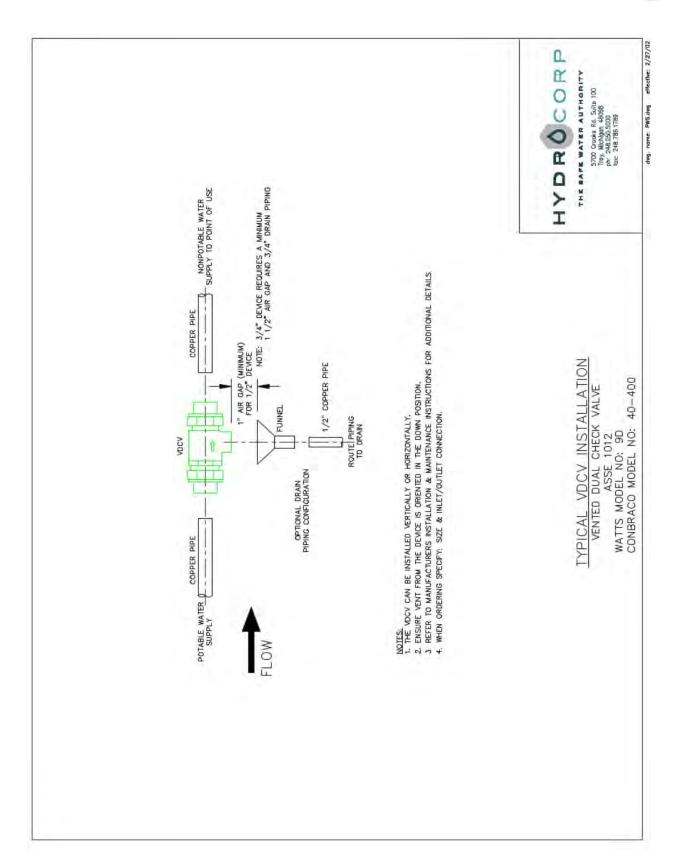




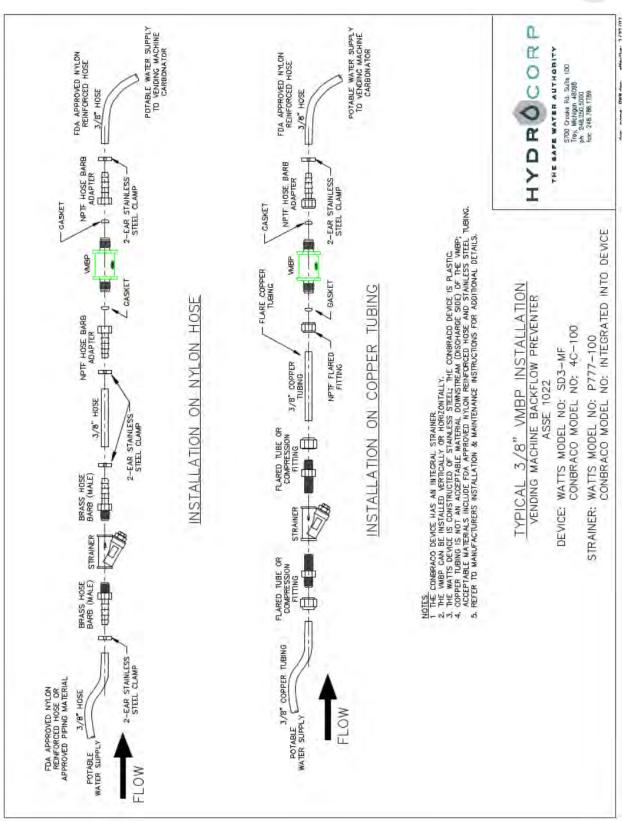














Regular Council Agenda Item Memorandum

To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Contract with Hydrocorp for Residential Cross Connection Inspections

Meeting Date: August 28, 2023

Recommended Action:

Motion to approve the contract with Hydrocorp for Residential Cross Connection inspections as presented.

Background Information:

Hydrocorp has been performing commercial cross connection inspections for the City for several years. This contract would be for managing the residential program which is being newly implemented.

James Clevenger from Hydrocorp will be present to answer questions from council and explain procedures.

Financial Implications:

This is a budgeted expense in the water/sewer fund.

Attachments:

• Hydrocorp proposal for residential cross connection inspections

PROPOSAL

DEVELOPED FOR

Verne Robins

City of Hastings

201 E State Street Hastings, MI 49058

July 11, 2023

WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



THE SAFE WATER AUTHORITY-

CROSS-CONNECTION CONTROL / BACKFLOW PREVENTION

WATER SYSTEM SURVEYS / AUDITS

PIPE SYSTEM MAPPING AND LABELING

WATER SAMPLING AND ANALYSIS / RISK ASSESSMENTS

PROGRAM AND PROJECT MANAGEMENT

COMPLIANCE ASSISTANCE / DOCUMENTATION



MICHIGAN CORPORATE OFFICE 5700 Crooks Road, Suite 100 Troy, MI 48098 800.690.6651 TOLL FREE 248.250.5000 PHONE 248.786.1788 FAX GENERAL info@hydrocorpinc.com EMAIL



SCOPE OF WORK	3
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SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Hastings This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Hastings with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

- 1. Annually, perform a minimum of **625** initial inspections, compliance inspections, and re-inspections at individual residential and multi-family facilities within the City of Hastings served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE 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 HydroCorp 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 four- (4) 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, EGLE Water Bureau Cross Connection Report.
- 9. Assist the City of Hastings 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: \$ 3,414.00 Annual Amount: \$ 40,968.00 Contract Total: \$ 81,936.00

Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 3,414.00.



PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this <u>INSERT DATE</u> by and between the City of Hastings, organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp $^{\text{TM}}$ a Michigan Corporation, referred to as "HydroCorp".

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

WHEREAS, HydroCorp 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 HydroCorp 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 HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. 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 users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, 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 Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

- **2.1 PROGRAM REVIEW/PROGRAM START UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:
 - Review state & local regulations
 - Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
 - Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
 - Special Program Notices
 - Electronic use of notices/program information
 - Obtain updated facility listing, address information and existing program data from Utility.
 - Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
 - Review/establish procedure for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocol for addressing specific hazards.
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.
- **2.2 INSPECTIONS.** HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual residential and multi-family facilities within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Department of Environment, Great Lakes, and Energy Cross Connection Control Rules.
 - *Initial Inspection* the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be 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 noncompliant after this inspection).
 - *Compliance Inspection* subsequent visit by a HydroCorp 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 a HydroCorp 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, as agreed to by the parties).
- **2.3 INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.
- **2.4 PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:
 - Prioritize and schedule inspections.
 - Notify users of inspections, backflow device installation and testing requirements if applicable.
 - Monitor inspection compliance using the HydroCorp online software management program.
 - Maintain program to comply with all EGLE regulations.
- **2.5 MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:
 - Name, location, and date of inspections
 - Number of facilities inspected/surveyed
 - Number of facilities compliant/non-compliant
- **2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:
 - Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
 - Penalties for noncompliance.



- **2.7 VACUUM BREAKERS.** HydroCorp will provide up to four-(4) 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 if no other cross-connections are identified.
- **2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- **2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- **2.10 FACILITY TYPES.** The facility types included in the program are as follows:
 - Residential
 - Multifamily
- **2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **1250** inspections over a **two- (2) year contract**. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- **2.12 COMPLIANCE WITH DEPARTMENT OF ENVIORMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross connection control program requirements for all residential and multifamily facilities.
- **2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- **2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- **2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- **2.16 ANNUAL YEAR END REVIEW.** HydroCorp 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.** HydroCorp will provide approximately **1250** cross-connection control educational brochures for the duration of the Agreement.
- **2.18 INSURANCE.** HydroCorp 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 HydroCorp, 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 HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of 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 HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, 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 \$80.00 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 HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- **4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on DATE and end two- (2) 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 ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- **4.2 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal.
- **4.3 TERMINATION.** The Utility or HydroCorp 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 for work performed by HydroCorp.
- **4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, \$3,414.00 per month, \$40,968.00 annually, for a two (2) year contract total of \$81,936.00. Completed inspections shall consist of all initial inspections, re-inspections and compliance inspections as defined in section 2.2.



- **4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services 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 HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, 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 requests and HydroCorp 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, HydroCorp 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 or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- **4.7 CLIENT CONFIDENTIALITY**. Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under 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.** HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- **5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- **5.2 LIMITATION OF LIABILITY**. HydroCorp'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 to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp 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 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
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, HydroCorp 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. 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.
- **5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp 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 HydroCorp, 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 integral parts 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 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.
- **5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- **5.12 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 dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter



a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

- **5.13 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.
- **5.14 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 or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp c/o Mark Martin 5700 Crooks Road, Ste. 100 Troy, MI 48337 (248) 250-5005

If to Utility:

City of Hastings Sarah Moyer-Cale 201 E State Street Hastings, MI 49058 (269) 948-3875

5.15 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.

City of Hastings

HydroCorp

By: Title:

By: Paul M. Patterson Its: Senior Vice President



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the <u>main</u> core and <u>focus</u> 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.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ 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 <u>customer service</u> 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). HydroCorp 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.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp 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 HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



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

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

Subject: Street Line Painting Contract with Michigan Pavement Markings, LLC

Meeting Date: August 22, 2023

Recommended Action:

Motion to approve a contract for street line painting with Michigan Pavement Markings, LLC in the amount of \$33,177.

Background Information:

PK Contracting was second low bidder for \$93,805.40 which is considerably higher than the low bidder. PK's bid last year was \$35,085.50.

Financial Implications:

The street line painting budget for Major Streets is \$25,000, Local Streets is \$2,000, Parks & Recreation is \$1,500, SAD Parking is \$2,000, Non-SAD Parking is \$1,000, for a total of \$31,500. The contract would be \$1,677 over the fiscal year 2023/24 approved budget.

Attachments:

- Bid Tab
- Attachment A from Michigan Pavement Markings, LLC

C. RESPONSE SUBMITTAL FORMS

Every valid response to the RFP will include the next six (6) pages completed in full and returned to the City by the stated deadline.

CERTIFICATION

In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are incorporated in this proposal by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful offeror.

Legal Name of Entity	Michigan Pavement Markings LLC
Address:	P.O. Box 9673
	Wyoming MI 49509 Zip Zip
	Phone: 616-260-7828
Authorized Official:	Email: Shmpm33@gmail.com
Authorized Official:	Shannon Nielsen President Shannon Wielsen President Shannon Wielsen President Shannon Wielsen President 8-8-23
	Signature Date

RELATED PARTIES DISCLOSURE (CHECK AND COMPLETE AS APPROPRIATE) THIS PAGE MUST BE RETURNED SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

NONE of offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Hastings nor has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting there from.
EXCEPTIONS TO THE ABOVE STATED ARE AS FOLLOWS:
Name
Address
Connection or Relationship to the City of Hastings:
Name
Address
Connection or Relationship to the City of Hastings:
USE ADDITONAL SHEETS IF NECESSARY
Authorized Official: Shannon Nelsen President Title 8-8-23 Signature Date

REFERENCES

REFERENCE # 1

Each offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP. References of other similar local government operations are preferred.

ntity Name:	City of H	astings	
ddress:	/	J	
-	Street		
-	City, State	Zip	
hone:			
ontact:			
-	Name	Title	
<u>-</u>	Email		
rief Description of		For the City of	07
Hastin	as Last year	1	

INSURANCE

Attach certificates of required insurance.

Will send if Low Bid

IRS W-9 FORM

Complete and attach an IRS Form W-9.

Will Send of Low Bid

PRODUCT INFORMATION

Attach complete description of the manufacture, features, and capabilities of materials and goods proposed to be provided.

OTHER INFORMATION

Attach other information necessary to describe the proposed vendor and the goods and services proposed to be provided.

D. ATTACHMENTS AND EXHIBITS

1. ATTACHMENT "A" - Bid Specifications.

2. <u>ATTACHMENT "B" -</u> Standard Form of Agreement.

3. <u>ATTACHMENT "C" -</u> City of Hastings Insurance Requirements.

see above

4. <u>ATTACHMENT "D" -</u> Contractor's Checklist.

5. ATTACHMENT "E" - W-9 Form.

See above

ATTACHMENT "A"

City of Hastings Department of Public Services

2023 Street Line Painting Specifications

A. Description:

- This contract includes all line and symbol painting for all of the City of Hastings streets, and 1. parking lots, except for Fish Hatchery Park and West State Road from Broadway Avenue (M-43) to 100' West of Glenwood Drive.
- Contractor shall provide daily logs of bid quantities placed along with locations. 2.
- 3. Paint used shall be submitted for approval one week prior to application.

Bid Prices:

Please complete the following bid tabulation. The City of Hastings will use the unit prices provided multiplied by the actual number of units placed for calculation of the final invoice. The City of Hastings reserves the right to adjust actual field applied quantities by plus or minus 30% without affecting the unit price.

Description	Quantity		Unit Price	Total
4" White Centerline	3,600	LF	0.10	360.00
4" White Edgeline	50,000	LF	0.07	3500.00
4" Yellow Centerline	115,500	LF	0.08	9240.00V
4" White Parking Lines	6,500	LF	0.30	1950.00V
4" Blue Parking Lines	1,900	LF	0.50	950.00V
4" Yellow Parking Lines	5,400	LF	0.30	1620.001
6" Crosswalk	8,000	LF	0.80	6400.00
12" Crosswalk	770	LF	1150	1155.00
24" Crosswalk	340	LF	2.00	680.00
18" Stop Bar	2,330	LF	1.50	3495,00
Turn Arrows	49	EA	40.00	1960.00
Handicap Symbol (Blue)	38	EA	20.00	760.00 V
Yellow Thru Arrow	1	EA	40.00	40.00 V
Small Bike Symbol (White)	20	EA	50.00	1000.00 V
4" White Crosshatch	134	LF	0.50	67.00 V
				4

Job Locations: City Streets Throughout Hastings, Michigan

ut Hastings, Michigan



To: Hastings City Council

From: Sarah Moyer-Cale, City Manager

Subject: Year End/Audit Preparation Assistance and Monthly Bookkeeping

Meeting Date: August 28, 2023

Recommended Action:

Motion to accept the proposal by Walker, Fluke, & Sheldon for Year End Audit assistance not to exceed \$16,200 and for monthly bookkeeping not to exceed \$2,900 per month.

Background Information:

Prior to my arrival at the City, the Finance Department was reduced by at least one full time position. Another part time position has more recently been reduced. These changes have been primarily made in an effort to right-size the Finance Department. This involves not only changes to the number of staff required, but also changes to the tasks and responsibilities assigned. I understand that the idea when reducing the full-time staff initially was to see how things went before determining if those positions need to be filled again or not.

Determining the proper allocation of human resources for this department is more challenging than in some other departments due to the cyclical nature of both financial tasks and elections. One area that continues to need adjustment is in the responsibilities assigned to the Finance Director role. Having overseen the department for the past couple of years and receiving feedback from consultants, there are more responsibilities assigned to this position than is typical for any one person to manage in a regular full-time position.

Transitioning some bookkeeping and accounting roles to another position would lead to greater efficiencies and more reasonable expectations for the department. These tasks would not be adequate to require even another part time position. They are necessary at the end of a fiscal year and for a few days per month during the year. Many municipalities choose to contract this kind of work out due to its limited scope. Due to position transitions in recent years, more services may be required initially but will be reduced over time as adjustments are completed.



Finance Director Bever reached out to a couple of firms who provide services to similar municipalities. We are recommending working with Walker, Fluke, and Sheldon because they are local, have experience with the City and our financial software, and are providing similar services to the County.

Financial Implications:

This item was not budgeted but will result in increased efficiencies and better internal management practices leading to long term cost reduction. Costs will be shared between various funds.

Attachments:

• Proposal from Walker, Fluke, & Sheldon

Building Trust, Delivering Integrity, One Handshake at a Time.

August 10, 2023

Chris Bever
City of Hastings, Director of Finance
201 E. State Street
Hastings, MI 49058

Dear Chris,

Thank you for the opportunity to provide this proposal for City of Hastings. Walker, Fluke & Sheldon, PLC, has been providing these services to businesses in Barry, Ionia and surrounding counties for over 40 years. Our firm is a leader in technology and is using internet based accounting and tax software for both our clients and ourselves. Personal service and attention to detail is what has allowed our firm to continue to provide our clients with exceptional customer service. We view client relationships as partnerships that provide opportunities for growth.

□ Accounting and Consulting – Year end and Audit Assistance:

We will work directly with your clerk/treasurer to help prepare the City for their upcoming audit, by proposing necessary year-end adjustments to your working trial balance, assist in preparation of audit subschedules and other required documents as requested. During this process we will assist in providing tools and training to the current staff on items we feel they will be able to handle moving forward.

For the fiscal year ended June 30, 2023. After our discussion we estimate the required time to be approximately 80 - 100 hours of accounting services billed at the standard rates below, however we agree that our fee will not exceed \$16,200.

If it is determined that more time is necessary beyond the 100 hours, we will discuss this with you before additional costs are incurred and agree upon additional time to complete the project.

Accounting and Consulting – Monthly Bookkeeping:

Based on an analysis of the proposed services and our previous experience, we propose that our fee be based on 20 hours of accounting services billed at the standard rates below, however we agree that our fee will not exceed \$2,900 per month.

Every month we will:

- Review Bank Reconciliation
- Reconcile Subsidiary Schedules to General Ledger
- Review General Ledger Activity
- Make adjusting journal entries as deemed necessary
- Review Accounts Receivable/Accounts Payable
- Review Debt Schedules
- Other Items as Required

Standard Hourly Rates

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the project. Following are our rates for each level of personnel assigned to the project.

Non-profit/Government \underline{RATE}

Partner	\$ 200
Senior Accountant, CPA	130
Staff Accountant, CPA	120
Staff Accountant, non-CPA	100
Clerical	40

I am confident that we can provide you with the quality of service you desire. Please contact me at your earliest convenience so that we can discuss any questions you may have. I look forward to hearing from you.

Very truly yours,

(atherine K. Sheldon, CPA

Partner

Walker, Fluke & Sheldon, PLC



To: City Council

From: Chief Mark Jordan

Subject: 2023 Commercial Pumper

Meeting Date: August 28th, 2023

Recommended Action:

Motion to approve the purchase of a 2023 Freightliner Commercial Pumper from Axes and Iron Manufacturing Vehicle Alliance Group in the amount of \$456,025.

Background Information:

NFPA/ISO requires we have two (2) fully operational pumpers to protect our coverage area. As the trucks continue to age this becomes harder to maintain. We plan to replace an aging 1991 Ford L9000 (city owned). While it only has 14,300 miles, it has many more hours; the exact number is not known as the truck does not have an hour meter. The truck recently failed both the DOT inspection and the Pump test. Total estimated cost to repair is more than \$17,000, still leaving the city with an older outdated truck that does not have the safety equipment required by NFPA1972 for firefighter safety. The annual maintenance savings on annual basis will be in excess of \$2,500 per year. The purchase also includes new ladders and comes with a full warranty.

This is a very rare opportunity to find a truck that fits our needs available for delivery so quickly. Most new trucks are minimum of 12 months for delivery. If we were to order this truck new today it would be an additional 12% above the quoted cost. As our community grows; the need for safe, quality, and up-to-date equipment to protect both our firefighters and residents is imperative. Delivery would be within 90 days from the date of commitment.

Financial Implications:

This item was not included in the fiscal year 2023/2024 budget. The purchase of the truck will utilize proceeds from the Elsie Sage Endowment anticipated to be received by the Barry Community Foundation on behalf of the city's Fire Department. The total gifted amount is \$651,320 leaving a balance of \$195,295 after the purchase. Should there be an issue with the



timing or receipt of proceeds from the endowment, the city would utilize unobligated American Rescue Plan Act (ARPA) funds to complete the purchase.

The proceeds of the sale of the 1991 truck, estimated at \$8,000, would be added back to the City's General Fund.

Attachments:

- Quote from Axes and Iron for 2023 Commercial Pumper
- Sketch of truck design
- Detailed specification

Vehicle Alliance Group

920 OMalley Dr Coopersville, MI 49404 US newman@advfleet.com



Estimate

Mark Jordan Hastings Fire Department 201 E State St. Hastings, Michigan 49058 DATE

1046

08/16/2023

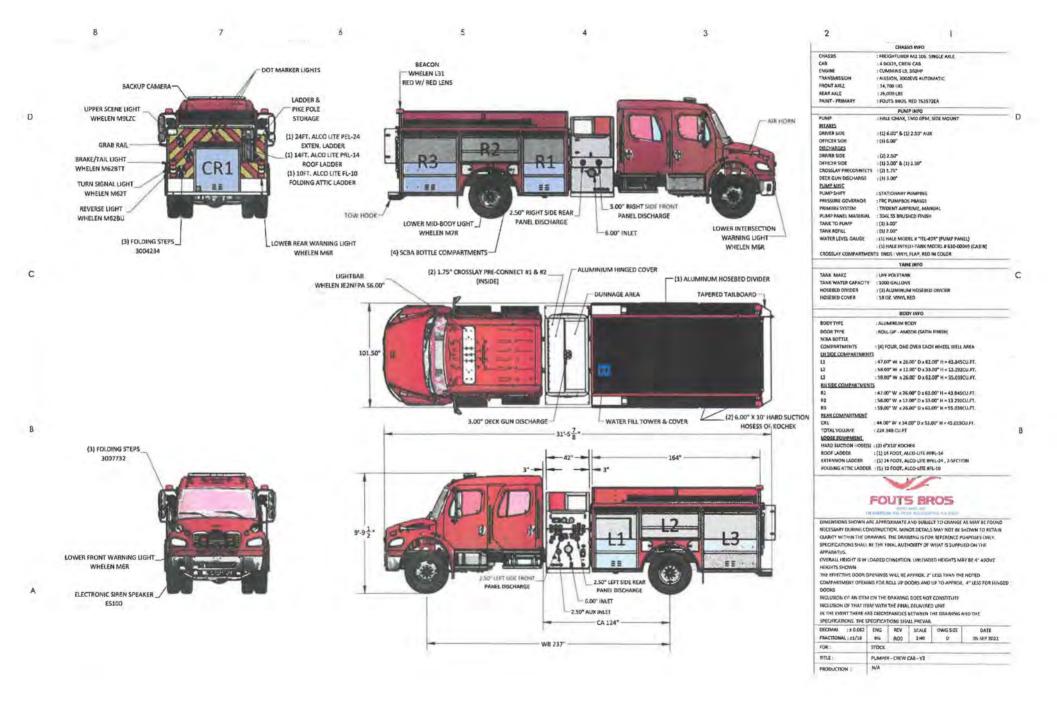
DATE		CESCRIPTION	STY.	RATE	TAUCMA
	Fouts Fire Apparatus	2023 Freightliner Rescue Pumper, 1500GPM Hale, 1000 Gallon, Stock Unit.	1	443,025.00	443,025.00
	Axes And Irons	18 inch Front Bumper Extension, 1 3/4 pre-connect discharge	1	9,000.00	9,000.00
	Axes And Irons	Lighting Modification, Cabinet Modification,	1	4,000.00	4,000.00

TOTAL

\$456,025.00

Accepted By

Date





QUOTATION

Exp. Date:	10/02/2022	
Quote No:	10489-0001	
PUMPER:	FB-SP-2020	COMMERCIAL PUMPER, STOCK PROGRAM
ADMIN:	FB-02-0012	ADMINISTRATIVE - COMMERCIAL PUMPER
DIMENSIONS:	FB-11-0015	DIMENSIONS - PUMPER, SINGLE AXLE

NFPA 1901: FB-05-0010 NFPA 1901 REQUIREMENTS - PUMPER CHASSIS: FB-09-0015 COMMERCIAL CHASSIS, SINGLE AXLE, PUMPER

CHASS MOD: FB-12-0015 CHASSIS MODS, COMMERCIAL PUMPER, STOCK PROGRAM

PLUMBING: FB-20-0015 PUMP & PLUMBING - COMMERCIAL PUMPER
BODY: FB-40-0015 PUMPER BODY, SINGLE AXLE, STOCK PROGRAM
ELEC-12VDC: FB-50-0015 12V ELECTRICAL SYSTEM - COMMERCIAL PUMPER

PAINT: FB-70-0015 PAINT/ PREP/ STRIPE/ PUMPER

LSE-EQUIP: FB-80-0015 LOOSE EQUIPMENT - COMMERCIAL PUMPER

WARRANTY: FB-10-0015 WARRANTY- PUMPER, COMMERCIAL

09/02/2022	Page
DESCRIPTION	QTY
== ADMINISTRATIVE - COMMERCIAL PUMPER - 7.000 02/14/22 ==	1 9
Terms of Payment, 100% at Delivery	1
Vehicle Pickup at Factory	
Fuel/DEF Tnks, Full at Delivery	1
== DIMENSIONS - PUMPER, SINGLE AXLE - 7.000 02/14/22 ==	1
Overall Height, 9'8"	1 3
Overall Length, less than 32.00'	
Overall Width, 96.00"	1 4
Angle of Approach, NFPA Minimum, 8 Degrees	1 3
Angle of Departure, NFPA Minimum, 8 Degrees	1 3
== NFPA 1901 REQUIREMENTS - PUMPER - 7.000 02/14/22 ==	1
NFPA 1901-2016	- 3
NFPA 1901-2016 Compliance, Pumper	
Center of Gravity, Calculated	1
Road Test Certification	1
- Vehicle Top Speed, 65-68 mph	1
PLACARDS and LABELING	1
Label, FAMA #7: Seated and Belted	1
Label, FAMA #10: Cab Equipment Mounting	1 1
Label, FAMA #15: "Helmet Worn in Cab"	1 1
Label, FAMA #17: "Vehicle Backing"	1
Label, FAMA #42: "Siren Noise"	1 1
Labels, "Do Not Move Apparatus"	1
Label, Chassis Data Labels, 1901	1
[Label, Overall Height, Length, GVWR	1
Label, Warning, "No Ride Rear Step"	1
== COMMERCIAL CHASSIS, SINGLE AXLE, PUMPER - 7.000 02/14/22 ==	1
COMMERCIAL CHASSIS	1

05/02/2022	DESCRIPTION	QTY
Chassis, Commercial, Supplied Chassis, Freightliner, 4-		
	CHASSIS PAINT COLOR	1
Cab Paint Primary	i4 Crew Cab, Single Color /Lower Color No Selection/TBD ERCIAL PUMPER, STOCK PROGRAM - 7.000 02/14/22 ==	
CHASSI	IS MODIFICATIONS, COMMERCIAL PUMPER, STOCK PROGRAM	
SCBA Brkt, Cab Seat, ==== NO Automatic Tire		1 4
	TIRE PRESSURE MONITORING SYSTEMS	1
Tire Prss Monitoring D	vce, LED AirGuard, 6 Wheel	1
	WHEEL TRIM and COVERS	1
Wheel Trim, Single Ax	le, Chrome, Frnt Cvrs, Rr High Hats, & Lug Nut Cvrs	1
	EXHAUST SYSTEMS	1
Chassis Exhaust - Cha	ssis Supplied	1
	FRONT BUMPER	1
- Front Bumper - Chassi	s Supplied	1
	FRAME PREP and MODIFICATIONS	1
Chassis Preparation, C Front Tow Hooks - Cha		1
	MUD FLAPS)
Front Mud Flaps, (2) - (Rear Mud Flaps, (2), Fo		1
VE	EHICLE DATA RECORDER AND SEATBELT MONITOR SYS	1
VDR and Seat Belt Wa VDR Download Harne		1
	CONSOLES and EQUIPMENT	1
Center Elec Console, C	Comm Tanker/ Pumper/ Rescue	1
	BATTERY SYSTEMS and SHORELINE PLUG-INS	1
 Battery System - Chass Battery Jumper Studs - Ignition Swtch, Keyless Master Battery Disconn Kussmaul, PP 1200 PL 	Chassis Supplied	1 1 1 1 1

09/02/2022	Page
DESCRIPTION FOAM SYSTEM	QTY
L. Form Booky Discharge Monifold	
Foam Ready, Discharge Manifold == PUMPER BODY, SINGLE AXLE, STOCK PROGRAM - 7.000 02/14/22 ==	1
WATER TANK	
Water Teak, LIDE 1000 Callen Dalu	
Water Tank, UPF, 1000 Gallon, Poly Fill Tower/ Vent, 10.00" x 10.00"	
Fill Tower, Lft, Frnt, Tank	
Overflow Pipe, 4.00" I.D. Sump, 3.00"	
Water Tank Clean-out & Plug, 3.00"	1
==== NO Direct Tank Fill, Rear - PTS ====	
J Hose Bed, Dimensions: 74" W x 13" T x 140" L	1
Hose Bed, Strge Cpcty, 70.00 Cubic Feet, Minimum	1
Hosebed, Grating, Extrd Alum Hosebed, Divider, 1/4" Alum, Ea	1 1
Hose Bed Cvr, Vinyl, <150 L, <74" W, Velcro	j
Vinyl Cover Color, Red	1
BODY CONSTRUCTION	1
Body, 164.00" Alum, Highside/ Highside, RU Door	1
 96.00" OAW, Single Axle, High Side Left/ High Side Right Side Cmpt Height, 62.00" High Left 	1
Cmpt Height, 62.00" High Right	1
Cmpt Depth, LH Side, 26.00"/12.00"	1
Cmpt Depth, RH Side, 26.00"/12.00" Door Type, Amdor, Roll-Up	1
LEFT HAND SIDE COMPARTMENTS - HIGH SIDE	1
L1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr Amdor RU Door, Satin Finish	1
Cmpt LED Strip Lht, Luma Bar, Full Height, Clear White, (1) Ea Cmpt	1 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea - Ahd Rr Whls, Cmpt Provisions, Pumper	1
Uni-Strut Tracks, vert, (4), Alum	1 1
- Shelf, Alum, Adjustable, Full Depth, ea	1
L2, Upr Hgh Sde - Sgle Comp't- Roll Up Dr Amdor RU Door, Satin Finish	1
- Cmpt LED Strip Lht, Luma Bar, Full Height, Clear White, (1) Ea Cmpt	1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
Upr Hgh Sde Cmpt(s), Cmpt Provisions, Pumper	1
j– Uni-Strut Tracks, vert, (2), Alum j– Shelf, Alum, Adjustable, Half Depth, ea	1
- L3, Bhnd Rr Whis - Full Ht Comp't- Roll Up Dr	Í
J Amdor RU Door, Satin Finish	1
Cmpt LED Strip Lht, Luma Bar, Full Height, Clear White, (1) Ea Cmpt Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1 1
Bhnd Rr Whls, Cmpt Provisions, Pumper	1
- Uni-Strut Tracks, vert, (4), Alum	1
J Shelf, Alum, Adjustable, Full Depth, ea	1
RIGHT HAND SIDE COMPARTMENTS - HIGH SIDE	1
- R1, Ahd Rr Whis - Full Ht Comp't- Roll Up Dr	1

DESCRIPTION	QTY
Amdor RU Door, Satin Finish	
 Cmpt LED Strip Lht, Luma Bar, Full Height, Clear White, (1) Ea Cmpt Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 	
Ahd Rr Whls, Cmpt Provisions, Pumper	
Uni-Strut Tracks, vert, (4), Alum	
J Shelf, Alum, Adjustable, Full Depth, ea	
J R2, Upr Hgh Sde - Sgle Comp't- Roll Up Dr	1 1 1 1 1
J Amdor RU Door, Satin Finish	
Cmpt LED Strip Lht, Luma Bar, Full Height, Clear White, (1) Ea Cmpt	
Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	
Upr Hgh Sde Cmpt(s), Cmpt Provisions, Pumper	
- Uni-Strut Tracks, vert, (2), Alum	
Shelf, Alum, Adjustable, Half Depth, ea R3, Bhnd Rr Whls - Full Ht Comp't- Roll Up Door	
- Ko, Blild Ki Wills - Full He comple Koll op bool	
- Cmpt LED Strip Lht, Luma Bar, Full Height, Clear White, (1) Ea Cmpt	
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	
Bhnd Rr Whls, Cmpt Provisions, Pumper	
Uni-Strut Tracks, vert, (4), Alum	1.0
Shelf, Alum, Adjustable, Full Depth, ea	100
REAR BODY DESIGN - FLAT BACK	1
L CR1 Re Cate Comple Full Ht Comple Ball Ha Re	
CR1, Rr Cntr Comp't - Full Ht Comp't- Roll Up Dr Amdor RU Door, Satin Finish	
- Cmpt LED Strip Lht, Luma Bar, Full Height, Clear White, (1) Ea Cmpt	
Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	
Rr Cmpt, Cmpt, Provisions, Pumper	1 1
Uni-Strut Tracks, vert, (4), Alum	1
REAR TAILBOARD	1
Rear Step, Aluminum treadplate, >10.00", Angled Ends	1
- Notificial and adaptato, - 10.00 ; Aligina Ellina	
EQUIPMENT - BODY MOUNTED	1
Suction Hose Storage, Tray, LH, Above Compts	1 1
Suction Hose Storage, Tray, RH, Above Compts Ladder Capacity, 24 ft 2-Sec, 14 ft Roof, 10 ft Folding	1
Ladder Supplier, Manufacturer	1
j Pike Pole Mtg, In Ladder Tunnel, (2)	1
Pike Pole Supplier, Purchaser	1
COMMON BODY OPTIONS - PUMPER - SINGLE AXLE	1
REAR ACCESS STEPS - PUMPER	1
1 0/ F-(# 11/ D/0) 0004004//001 FD 0/-14	
Steps, Folding, LH Rear (3), 3004234, w/ (2) LED Stp Lts Lt, Cntrls, Work/ Step Lts, Park Brake	1 1
Steps, Folding, RH Frnt, (4), 3007732, w/ (2) LED Stp Lts	1
- Lt, Cntrls, Work/ Step Lts, Park Brake	1
1 -4 -7 -7 -7 -7 -7 -7 -7 -7 -7 -7 -7 -7 -7	
EXTERIOR GRAB RAILS, PUMPER	1
L Crob Boile (2) Book Step Vort	
Grab Rails, (2), Rear Step, Vert Grab Rail, (1), Right Hand, Front	
- Stad Hall, (1), regit Halle, Florit	
WHEEL WELL PROVISIONS	1
(- Whi Well Cmpt, (4), Sngl SCBA Tube, Brushed SS Door	1

DESCRIPTION	QTY
== 12V ELECTRICAL SYSTEM - COMMERCIAL PUMPER - 7.000 02/14/22 ==	1
ELECTRICAL	1
Electrical-12V, Pumper, Class1, ES-Key System	1
Class1, Es-Key System	1
Low Volt Alarm Indic, Lht/Bzzr, Cole Hersee, 4112-RC Switch Panel, Rocker, (8) Position	1
- Switch, Master Warning, Rocker, Red w/ Red Lens	4
GROUND LIGHTING	1
Ground Lts, (4), Chassis, 4-Dr. LED	1
Ground Lts, (2) Forward Rr Whis, LED	1
Ground Lts, (2) Rr Step, LED Lt Swtch , Ground Lts w/ Park Brake	1
DOOR OPEN / HAZARD WARNING LIGHT INDICATOR SYSTEMS	1
Lht, Hazard, LED, Flashing, Red, Whln, OS	1
REAR DIRECTIONALS/ DOT LIGHTS	1
Rear Brake/Tail/Turn/Backup, Whelen M6	1
J Tail/Brake Lts, Whelen, LED, M6, Red Lens (Pair)	1
Turn Signals, Whelen, LED w/ Arrow, M6, Amber Lens (Pair)	1
Backup Lts, Whelen, LED, M6 (Pair)	1
Tail Lt Bezel, 4 Lts, Whin M6 (Pair), ABS Chrome	1
Reflectors, Amber, (2), Frwd Side Body	1 1
Reflectors, Red, (4), Rear Body	1 4
License Plate, Bracket, w/ LED Lt.	1
HOSEBED LIGHT(S)	1
==== NO Front of Hose Bed Lights - PTS ====	1
SCENE LIGHT(S) - UPPER	1-1
Scene Lts, Whelen, Side Facing Upper Frnt, (2) M9LZC	1
J Scene Lt, Drvr, Whelen, M9LZC, LED, Chrme Bzl, Ea	1
Scene Lt, Offcr, Whelen, M9LZC, LED, Chrme Bzl, Ea	1
J Scene Lts, Whelen, Side Facing Upper Rear, (2) M9LZC	1
Scene Lt, Drvr, Whelen, M9LZC, LED, Chrme Bzl, Ea	1
Scene Lt, Offcr, Whelen, M9LZC, LED, Chrme Bzl, Ea Scene Lts, Whelen, Upper Rear Body, (2) M9LZC	1
Scene Lt, Drvr, Whelen, M9LZC, LED, Chrme Bzl, Ea	1
I- Scene Lt, Offcr, Whelen, M9LZC, LED, Chrme Bzl, Ea	1 1
I Left Scene Swtch, Rocker, Single Switch, Cab	1
Rear Scene Swtch, Rocker, Single Switch, Cab	1
Right Scene Swtch, Rocker, Single Switch, Cab Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse	1
BACKUP CAMERA- PUMPER	1
L. Peantiew Camera 7 00" Color Maniter	
Rearview Camera, 7.00" Color Monitor Monitor Location, Cab Dash	1
WARNING LIGHTS PACKAGE, COMMERCIAL PUMPER	1
AND ALCOHOLD THE WAY INC. AND ASSAULT COMMAND AND AND AND AND AND AND AND AND AND	

09/02/2022	DESCRIPTION	QTY
Warning	i light flash pattern, Default NFPA	1
	LIGHTBAR	1
J White	Whelen, Justice, JE2NFPA, 56.00", LED, 8 Red/ 2 White Lhts, "Blocking Right of Way"	1
	Swtch, Rocker, Single Switch/ Master Warn, Cab ar Mount, MKEZ7	1
	LOWER LEVEL WARNING LIGHTS	1
	ts, Whelen, Lower Warn Lt, (2) M6 Series LED Lt, Drvr, Whelen, M6 Series, Red LED, Red Lens, Ea	1
j– Wm	Lt, Offcr, Whelen, M6 Series, Red LED, Red Lens, Ea ge, Chrome, Wrn Lt, Whln, M6 Series, Ea	1 2
Wrn Li	ts, Whelen, Intrsct, (2) M7 Series LED Lt, Drvr, Whelen, M7 Series, Red LED, Red Lens, Ea	1
j Wrn	Lt, Offcr, Whelen, M7 Series, Red LED, Red Lens, Ea	1
	ge, Chrome, Wrn Lt, Whln, M7 Series, Ea s, Whelen, Low Mid Bdy (2) M7 Series LED	2
Wrn	Lt, Drvr, Whelen, M7 Series, Red LED, Red Lens, Ea	1
	Lt, Offcr, Whelen, M7 Series, Red LED, Red Lens, Ea ge, Chrome, Wrn Lt, Whln, M7 Series, Ea	1 2
Wrn Lt	s, Whelen, Low Rr (2) M6 Series LED	1
	Lt, Drvr, Whelen, M6 Series, Red LED, Red Lens, Ea Lt, Offcr, Whelen, M6 Series, Red LED, Red Lens, Ea	1
j Flang	ge, Chrome, Wrn Lt, Whin, M6 Series, Ea	2
Lower	Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab	-1
	UPPER BEACONS	1
	ns, Whelen, L31HRFN, LED	1
	ide, L31, Rd w/ Clr Lns	1 1
	Side, L31, Rd w/ Clr Lns con Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab	1
	Lt, Cntrls, L31, wire for Cruise Light, w/ marker lights Beacons, Top of Body	1
	AUDIBLE WARNING, COMMERCIAL PUMPER	1
L Siren W	helen, 295SLSA1, 100/200 watt	4
Spkr, Fee	d Sig, 100 Watt, Dynamax, RH Side	1
== PAINT/ PRE	P/ STRIPE/ PUMPER - 7.000 02/14/22 ==	1
	PAINT AND FINISH	1
Cab, Standard C		1
Paint Finish, PP		1
Anti-Corrosion F	rotection umper, Single Axle	1
Compt Interiors,	Zolatone, Apollo Grey Provided with Chassis	1
	LETTERING AND STRIPING	1
	tive Lettering - Purchaser Supplied ====	1
Rear Chevron S Fouts Logo Plate	triping, Red/ Fluorescent Yellow-Green	1
	IPMENT - COMMERCIAL PUMPER - 7.000 02/14/22 ==	1



To: City Council

From: Fire Chief Mark Jordan

Subject: Exhaust Mitigation System

Meeting Date: August 28, 2023

Recommended Action:

Motion to approve the purchase and installation of a 7-bay exhaust mitigation system from MagneGrip Engineering in the amount of \$75,958.

Background Information:

We house 7 trucks in the apparatus bay, these are started and tested each day. There is a Make-Up Air unit (MAU) in the apparatus bay; however, it is not designed to remove exhaust particulates from 7 running trucks. The particulates in the building build to a dangerous level within just a few minutes. Currently we open all the bay doors, run fans, and leave the building. Staff are required to walk through the particulates to turn the trucks off. Once the trucks are shut down it takes upwards of 20 minutes for the particulate levels to return to a safe level. Allowing staff to work in this environment is in violation of OSHA and NFPA 1972 for health and safety.

MagneGrip offers a lifetime warranty; the equipment can we relocated to a new station when we get to that point. The system would be installed within 18 weeks of the signed agreement

Financial Implications:

This item was not included in the fiscal year 2023/2024 budget. The purchase of the exhaust system will utilize proceeds from the Elsie Sage Endowment anticipated to be received by the Barry Community Foundation on behalf of the city's Fire Department. The total gifted amount is \$651,320, and the cost of the exhaust system is \$75,958. Assuming the approval of the purchase of the 2023 Commercial Pumper (\$456,025), a balance of \$119,337 would remain in the endowment for future Fire Department needs. Should there be an issue with the timing or



receipt of proceeds from the endowment, the city would utilize unobligated American Rescue Plan Act (ARPA) funds to complete the purchase.

Attachments:

- Quote and Contract
- CADD Drawings



DATE: August 17, 2023

PROPOSAL FOR: Hastings Fire Department

110 East Mill Street Hastings, MI 49058

ATTENTION: Chief Mark Jordan

PROJECT SCOPE: Provide and Install a fully automatic MagneGrip® Diesel Exhaust Extraction System

for removal of apparatus exhaust emissions from start up to door threshold.

EQUIPMENT, MATERIAL AND LABOR PRICE:

Station #1:

Six Drop MagneGrip® Source Capture System Package Includes:

(3) SSRMPRO-602
 (1) CF363-7.5
 60' Straight Suction Rail MagneGrip® PRO with Two Hose Drops MagneGrip® Exhaust Fan 7.5HP-3PH rated at 4400 CFM at 6" SP

(1) 500181-08
 Wireless Auto-Start Control Panel 7.5HP/208-230V/3PH
 (1) 500157-14
 Wireless Auto-Start Control Panel 7.5HP/208-230V/3PH
 14" Up-blast Back Draft Damper Type Rain Cap

Each Hose Assembly includes a 5" diameter high-temp upper hose section, an 850-degree extreme
high-temp 2' lower hose section with handle, a nozzle that attaches to the tailpipe adapter to contain
100% of exhaust emissions while providing ambient air to reduce exhaust temperatures, a tailpipe adapter
assembly that provides easy connection and cool air induction.

 UL/CUL Wireless Auto-Start Control Panel with NEMA 4X enclosure to provide auto start/stop operation with adjustable timer, manual override switch, and wireless capability.

- Electrical wiring from available supply to control panel and exhaust fan, a safety disconnect for fan motor.
 Subpanels are excluded, if required, and any modifications required to bring service to code are excluded.
- Each Hose Assembly is provided with a transmitter and pressure sensor for automatic system.
- Tailpipe Modifications as required but limited to vehicle tailpipes from the muffler out. Rusted or Damaged Tailpipes are the responsibility of the Fire Department.
- Class 2 Spiral Duct, Fittings, and Hangers
- Adjustable Telescopic Support Legs to hang rail or track systems
- Shipping to Job Site
- Labor & Material to Install Systems
- Wall Penetration for Fan Discharge
- Start up and Training
- Equipment is 100% American Made by an ISO9001-2015 Company
- Women's Business Enterprise (WBE) Certified
- Women's Owned Small Business (WOSB) Certified

Simple Hose Drop MagneGrip PRO for Apparatus #833 (This would capture exhaust in parked position)









TERMS:

- One MagneGrip® Tailpipe Adapter and installation is included with each hose drop assembly. All vehicles that
 require Tailpipe Adapters must be made available to MagneGrip technicians at the time of system installation.
 Additional adapters upon request. Call for pricing.
- Unless otherwise noted in this proposal, pricing includes wall penetration for exhaust duct.
- Pricing includes standard permits and business licensing fees, if required. Price does not include any state, sales, or special taxes, engineered stamped drawings or services, seismic engineering, or electrical/structural load calculations.
- Electrical subpanels and modifications required to bring service to code are excluded if required unless otherwise indicated in the proposal.
- Upon approval, please submit a signed copy of this proposal and a tax exemption certificate. Projects are invoiced per station upon shipment of equipment. Payment is due upon completion of the project.
- Proposal is valid for 90 days.

PRICE		\$72,359.00
OPTIC	ON: ADD (1) SHDMPRO-523	ADD TO PRICE \$3,599.00
	Simple Hose Dron MagneGrin DRO for Annaratus #833	

Simple Hose Drop MagneGrip PRO for Apparatus #833 (This would capture exhaust in parked position)

SUBMITTED BY: MagneGrip Greg Roach Director of Sales Email: greach@magnegrip.com

Email: groach@magnegrip.com Cell: 513-515-1941

ACCEPTED BY:	
Company:	
Authorized Signature:	

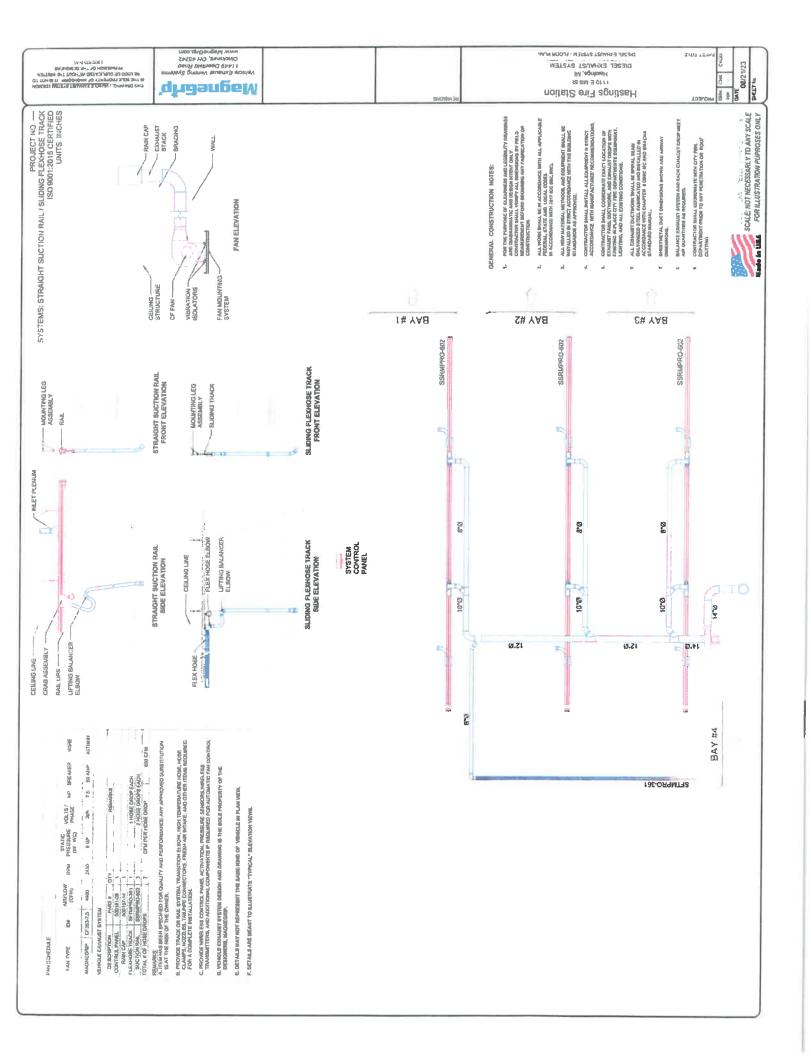
(Hastings FD MI RFP dated 8-17-23)

Print: ______ Title: _____ Date: _____











To: Honorable Mayor and City Council

From: Chief Dale Boulter

Subject: Purchase of Portable Radios

Meeting Date: August 28th, 2023

Recommended Action:

Motion to approve the purchase of 15 Motorola 800 MHz portable radios for the Police Department in the amount of \$78,395.70.

Background Information:

Currently, the Police Department utilizes several different models of 800 MHz Motorola brand radios. The certified officers carry the Motorola APX 6000 series radio manufactured in 2012/13. The reserve officers carry the Motorola XTS 3000 along with the XTS 2500 manufactured in 2001/02. The typical life span of these radios is usually 7-10 years when carried full time. The radios are cycled down to the reserve officer department and parking officer when the certified officers receive new equipment. The radios currently in use have shown their age and problems are occurring with transmission and reception along with complete failure of some units. We have several radios for parts only, as the operating system software has failed and is no longer repairable or programable.

The APX 6000 radios currently in use by the certified officers will be transferred to the reserve department and parking officer. The XTS 3000/2500 radios will be retired as their operating system is no longer supported by the manufacturer or the state. The new APX 6000 radio has new technology allowing for better transmission, reception, noise canceling, and encryption thus providing the officer with safe and trusted communications. This request is not a want but rather a need to keep up with communication requirements of the department and our citizens we serve.

I have explored other brands of 800 MHz radios, and still find the Motorola brand to be the best overall option. I was also able to save money by staying with the Motorola brand utilizing the current charging bases, batteries, body mics, and radio holsters. The purchase of the radios also includes a 7-year warranty for manufacturer defect and software failure.



Financial Implications:

The cost of 15 radios has been quoted at \$74,645.70 by Chrouch Communications. There is also a \$250.00 per radio activation fee totaling \$3,750.00 paid to Michigan Public Safety Communications System (MPSCS). There was \$80,000 dollars previously requested and approved by council in the Capital Outlay for the purchase of portable radios in fiscal year 2023/2024. The request for the total cost of this purchase is \$78,395.70

MPSCS and Motorola set the pricing of equipment and set prices on the activation fees. Estimates sought and received on the requested radios had the exact same pricing. Pricing varies with set up and applications applied to the software of the radio. I have verified Motorola's account with Michigan MiDEAL contracts as listed below.

Motorola Solutions, Inc

Contract #: 19000001544

Respectfully requested,

Dale Boulter

Chief of Police

Attachments:

Quote from Chrouch Communications for radio purchase



08/03/2023

Hastings Police Department 201 East State Street Hastings, MI 49058

RE: Motorola Quote for 15 APX6000 Portable Radios Dear Dale Boulter.

Motorola Solutions is pleased to present Hastings Police Department with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Hastings Police Department with the best products and services available in the communications industry. Please direct any questions to Kevin Courtnay at kevinc@chrouch.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kevin Courtnay
Chrouch Communications, Inc.

Motorola Solutions Manufacturer's Representative





Billing Address: Hastings Police Department 201 East State Street Hastings, MI 49058 US Quote Date:08/03/2023 Expiration Date:10/02/2023 Quote Created By:

Kevin Courtnay
Chrouch Communications, Inc.

kevinc@chrouch.com (616) 642-3881

End Customer:

Hastings Police Department

Dale Boulter

Contract: 35115 - STATE OF MICHIGAN,

MA# 19000001544

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	15	\$6,506.50	\$4,976.38	\$74,645.70
1a	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	15			
1b	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	15			
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	15			
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	15			
1e	H38BT	ADD: SMARTZONE OPERATION	15			
1f	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	15			
1g	HA00690AA	ADD: 7Y ESSENTIAL SERVICE HTP	15			
1h	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	15			
_						

Grand Total

\$74,645.70(USD)







Notes:

- Customer is responsible for the \$250.00 per unit MPSCS activation fee.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



Regular Council Agenda Item Memorandum

To: City Council

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

Subject: Proposed WTP HVAC Upgrades

Meeting Date: August 28, 2023

Recommended Action:

Motion to approve an agreement with Frontier Heating and Cooling to perform HVAC upgrades at the Water Treatment Plant in the amount of **\$29,170**.

Background Information:

The furnace is not running optimally and is original to the building (1992) and needs to be replaced. The three overhead heaters are not working and need to be replaced. The make-up air unit for the pump house is also not running optimally and original to the building (1992) and needs to be replaced. The AC unit has had past reliability issues and is about 15 years old and is responsible for controlling the temperature for the office, breakroom, bathroom and laboratory area. This unit is critical for maintaining the laboratory temperature which cannot be above 80 degrees. We determined that it is wise to replace this with the other HVAC equipment because of it is age and decreasing reliability.

Financial Implications:

The HVAC upgrades were budgeted for \$50,000 in fiscal year 2023/2024.

Attachments:

- WTP HVAC RFP
- Frontier Heating and Cooling proposal
- VanDyken Proposal
- AMS Proposal

CITY OF HASTINGS PUBLIC SERVICES DEPARTMENT

REQUEST FOR PROPOSALS

WTP HVAC UPGRADES

July 28, 2023

The Public Services Department is seeking a qualified mechanical contractor to do several upgrades at the Water Treatment Plant.

Specifications:

- 1. Site visit on or before August 18, 2023.
- 2. Submit proposal on or before August 22, 2023
- 3. Council to consider approving proposal on August 28, 2023.
- 4. Award Contract by September 1, 2023.
- 5. Begin contract on September 11, 2023
- 6. Remove and replace existing natural gas main furnace.
- 7. Remove and replace existing main air conditioning unit.
- 8. Remove and replace make-up air unit for the pump room.
- 9. Remove and replace overhead natural gas heater for the garage.
- 10. Remove and replace overhead natural gas heater for the middle of pump room.
- 11. Remove and replace overhead natural gas heater for the west end of pump room.
- 12. Work hours shall be during normal business hours, 7 AM 3 PM, unless approved by the Director of Public Services.
- 13. Work Completed by October 11, 2023.

Contractor awarded the contract shall begin work within 10 days of award. Work shall be complete no later than 30 days from the beginning date, contingent on vendor deliveries.

Agreement, contractor's checklist, and insurance requirements shall be in place **before** contract is awarded. The City of Hastings shall be named as "Additional Insured" on the insurance certificate.

Questions regarding this request for proposals shall be directed to:

Travis Tate, Director of Public Services
City of Hastings
201 East State Street
Hastings, MI 49058
269-945-6006
ttate@hastingsmi.org

Supplementary Photos of Existing Facilities:



Figure 1-Main AC Unit W. Side of Building



Figure 2-Main Furnace



Figure 3-Make-up Air Unit



Figure 4-Overhead Heater in Garage–Back View Figure 5-Overhead Heater in Garage–Front View







Figure 7-Overhead Heater Pump Room-West Side

Attachment B

Standard Form of Agreement

Between The City of Hastings and Contractors

This agreement is made this day	between the City of Hastings, 201
East State Street, Hastings, Michigan, 49058, and the	e Contractor
	, for the following project:

The City of Hastings and the Contractor agree as follows:

The Contractor shall complete the work described in the bid specifications for the project. The bid specifications will consist of this agreement signed by the City of Hastings authorized representative and the Contractor, and any drawings and specifications prepared by the City of Hastings.

Written Change Orders for minor changes in the scope of work issued after execution of this agreement will be made upon written approval of the Director of Public Services.

The date of commencement of the project will be the date of the agreement, unless otherwise states in the bid specifications. The Contractor will complete the work no later than stated in the bid specifications, subject to any adjustments by the Director of Public Services.

Subject to additions and deductions by a Change Order approved by the Director of Public Services, the contract sum will be outlines in the bid submitted by the Contractor to the City of Hastings. The Contractor will not exceed the approved amount of the contract, unless prior written authorization from the City Manager is received.

If the Contractor fails to correct work which is not in accordance with the specifications as stated in the bid documents, the City of Hastings may direct the Contractor in writing to stop the work until the correction is made. If the Contractor defaults or neglects to carry out the work in accordance with the specifications as stated in the bid documents, and fails within a seven day period after receipt of written notice from the City of Hastings to correct such default or neglect with diligence and promptness, the City of Hastings may, without prejudice to other remedies, correct such deficiencies. In such case, the City of Hastings will deduct the cost of the correction from payments due to the contractor.

The City of Hastings reserves the right to perform construction or operations related to the project with its own labor forces, and to award separate contracts in connection with other portions of the project. The Contractor will coordinate and cooperate with separate Contractors employed by the City of Hastings. Costs caused by delays or by improperly timed activities or defective construction will be borne by the party responsible therefore.

For the purposes of payment, the contract sum amount will include all items and services necessary for the proper execution and completion of the work as outline in the bid documents.

Payment to a Contactor for the completion of work as outlines in the bid documents, and as a result of the agreement will be made within thirty days from receipt of the Contractors billing statement and processing by the Director of Public Services.

The Contractor will provide proof of insurance in the amount required on the attached policy. Certificates of Insurance will be provided prior to the commencement of work, naming the City of Hastings as the additional insured.

This agreement is entered into as of the day and year first written above.

City of Hastings	Contractor
Signature	Signature
Travis Tate	
Printed Name	Printed Name
Director of Public Services	
Title	Title
201 East State St	Address
Auuless	Audiess
Hastings, MI 49058	_
	Tax ID Number

ATTACHMENT "C"

INSURANCE POLICY FOR THE CITY OF HASTINGS

The purpose of this policy statement is to establish guidelines requiring insurance for contractors, organizations, groups or individuals that carry on activities or do work on City properties. All Certificates of Insurance shall be maintained by the City Clerks Department and updated as necessary.

I. Doing work on City Property.

Certificates indicating insurance coverage shall be required by all contractors or individuals that do work on City-owned property including land, parks, roads, sidewalks, easements, right-of-ways and buildings.

The following coverage is required:

	Туре	Limit of Liability	
1	Workers Compensation Statutory Coverage B and Employers Liability	\$500,000.00	
2	Public Liability (Including products and completed operations liability) Bodily Injury Property Damage	\$500,000.00 \$1,000,000.00 \$500,000.00 \$1,000,000.00	Each Person Each Accident Each Accident Each Aggregate
3	Automobile Liability (Including hired cars and automobile non- o	wnership)	
	Bodily Injury Property Damage	\$250,000.00 \$500,000.00 \$250,000.00 \$5,000,000.00	Each Person Each Accident Each Accident Each Aggregate
		73,000,000.00	Lacii Aggi Egale

4 Additional Insured - The City of Hastings to be specifically named in clause on policy and certificate as an "additional insured"

Attachment D

Contractors Checklist

Certi	ificate of Insurance		
Α	Workers Compensation	Date Received	
В	Liability	Date Received	
Loss	History		
Α	Provided by Agent		
Safe	ty Program	Yes	No
Α	Familiar with MIOSHA regulations		
В	Are safety standards used daily		
С	Written safety program		
D	Safety Coordinator		
Ε	Michigan Right to Know Program		
F	Permit required Confined Space Entry		
G	Power lock out/tag out program		
Н	First aid personel on site		
1	Fire safety and suppression plan		
J	Personal protective equipment used		
K	Auto safety (CDL Certifications)		
L	Proper MDOT Roadway procedures		
М	Proper trenching/excavation standards		
N	Preventative maintenance program		
0	Process safety mgmt of hazardous che	micals	-
l atte	est that the above responses are true to t	he best of my knowledge.	
Contra	ctor or Representative		
Title			



Frontier Heating & Cooling 210 E. Main Street SE Caledonia, MI 49316 Phone: (616) 891-8900 Fax: (616) 891-8911

Service@frontierheatingcooling.com Frontierheatingcooling.com

Bill to City of Hastings 201 East State Street Hastings, MI 49058 Ship to

City of Hastings 201 East State Street Hastings, MI 49058

Quote #: q1910 Quote Date: 8/16/2023 Quote Expiration Date: 9/15/2023

Item	Description	Quantity	Price	Amount
R95TC085	We will install a 95% efficient 85,000 BTU singe stage, Ruud furnace. Ruud offers a 10 year parts warranty with a lifetime warranty on the heat exchanger. Frontier offers 1 year labor warranty. This is an installed price and includes all labor, parts, and taxes. Also included is the removal and disposal of the old equipment. This quote is valid for 30 days	1	\$4,470.00	\$4,470.00
RA13NZ60 13.4 seer2 5 ton	We will install a 13.4 seer2, 5 ton Ruud air conditioning system. Ruud offers a 10 year parts warranty, Frontier includes a 1 year labor warranty. This is an installed price and includes all labor, parts, and taxes. Also included is the removal and disposal of the old equipment. This quote is valid for 30 days	1	\$5,880.00	\$5,880.00
Misc	Sterling 45,000 btu Hanging Heater	3	\$2,320.00	\$6,960.00
Misc	We will supply and install a Ruud RKPN-A048 4 ton RTU 14 seer unit for the pump room Price includes crane rental to lift new unit into place and remove the old unit	1	\$11,860.00	\$11,860.00

Subtotal: \$29,170.00

Tax: \$0.00

Total: \$29,170.00

Payments: \$0.00



Quote # FT 23184 8/22/2023

To: City of Hastings
Water Treatment Plant
135 W. Mill St
Hastings, MI 49058

For: HVAC Upgrades

The following is the scope of work and price for the requested HVAC upgrades at the water treatment plant.

Scope of Work:

- Replace main office furnace with new 95% high efficiency furnace
- Replace main office AC unit with a new 4 ton AC unit
- Replace packaged Trane unit for the pump room with a new Trane packaged unit (4 ton)
- Replace 3 over head natural gas heaters with new Reznor heaters (one in garage and two in the pump room)
- Demo and haul away all old equipment
- Permit included
- Rentals included
- One year warranty included

The cost for the *proposed work* as outlined above is:

\$33,355.00

Labor and materials are included and is priced for normal business hours (M-F 7-4:30).

Pricing is valid for 30 days from the date of the proposal.

Note: Existing Trane packaged unit is cooling only. There is a 6-7 month lead time on cooling only models, I quoted a packaged unit that has gas heat and is locally stocked at this time. We would not need to hook up the gas. These units are actually less expensive than cooling only models as they are more common.

Exclusions: Ventilation code updates, roof hatches, guard rails or level working surfaces if required by mechanical codes. Unless noted above prices do not include or are we responsible to identify, investigate or remediate hazardous materials including asbestos, lead related substances or mold.

Thank you for the opportunity to be your HVAC service provider. Please feel free to contact me with any questions.

Best Regards,

Ferryon Schot

Bryan Schut
Fastrack Project Sales
bschut@vdminc.com
Van Dyken Mechanical Inc.
616-292-5505

Acceptance of Proposal	
Signature:	
Date:	
PO#	

City of Hastings August 21,2023

201 East State St. Hastings, MI. 49058 **Attn:** Travis Tate

Allied Mechanical Services is pleased to provide this budget for the replacement equipment based on the RFP dated July 28, 2023 for the water treatment plant. This quote includes the following materials and scope of work.

- We will replace (1) 75k BTU unit heater in the garage with a new Reznor 75K unit.
- We will replace (2) 45k BTU unit heaters in the pump room with new Reznor 45k units.
- We will replace (1) 100k Btu furnace. AC coil and outdoor condensing unit with new Ameristar equipment
- We will replace (1) side discharge RTU with a Trane/American Standard RTU
- We will remove and dispose of the existing equipment.
- We will reconnect all new equipment to the existing gas, electrical and controls. All existing thermostats and electrical disconnects will be reused. If any of these items need to be replaced it would add to the project cost.
- We will run new vent piping at the equipment to reconnect to the existing vent, but we will reuse all existing vent piping that exits the building.
- We will flush and clean the existing refrigeration piping on the furnace AC and reuse all existing piping.
- For the RTU all existing duct work will be reused. We will only be reconnecting outside.
- This quote does not include any testing or air balancing. Also, no cost for duct cleaning is included if it is required.
- The existing RTU is cooling only. This quote is for a new heating/cooling RTU. We will need to run a new gas line to the RTU. This quote assumes there is a properly sized gas line we can tap into that is within 100' of the RTU location. If the existing gas line needs to be upgraded or if it is further away than 100' this would result in an increase to this cost.
- Please note that there is a minimum of 2-3 week lead time on the equipment plus delivery.

Exclusions: This budget does not include any engineering or load calculations: the new unit sizing is based on the existing equipment information. Also, this quote does not include any cost for prints or plan review if they are required by the inspector. Unless noted in the quote all existing items will be reused. This quote does not include any cost for repairs or modifications due to existing code violations if any are found, this includes any safety rails and/or access ladders.

Budget Price: \$40,400

*** Before honoring this quote and moving forward with the project the gas line sizing for the RTU and new RTU foot print will need to be confirmed as this could affect the project pricing.

Please note this pricing is good for 14 days from the date listed above.

Proposal Acceptance:	
Authorized Signature	Date
Purchase Order No	
	Authorized Signature

Allied Mechanical Services is not responsible for the removal of hazardous materials and unless noted this quote does not include systems to control, eliminate, or remove mold or other hazardous materials in your building.



Regular Council Agenda Item Memorandum

ES WITH THE NEXT
To: Hastings City Council
From: Sarah Moyer-Cale, City Manager
Subject: Workshop Meeting for Hastings Fire Department Report by McGrath Consulting
Meeting Date: August 28, 2023
Recommended Action:
Motion to schedule a workshop session of the City Council on Monday, September 11, 2023 at 6:00 pm to hear a report by McGrath Consulting regarding the Hastings Fire Department.
Background Information:
The City Council commissioned McGrath Consulting to perform a review/evaluation of the Fire Department to highlight opportunities for growth and planning in the future. McGrath Consulting will present the findings of the report at the workshop meeting.
Financial Implications:
None.
Attachments:
None.

Hastings City Police

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



Dale Boulter Chief of Police Julissa Kelly Deputy Chief

Hastings Police Department Council report for month of July 2023

Staffing

Ofc. Joseph James continues with step one of his training program. Ofc. James has been moved to Field Training Officer Sgt. Pickett for the remainder of step one training.

Kierstin Bailey, Local to Hastings and a Hastings High School Graduate has started with HPD as an Employed Recruit. Kierstin began attending Kellogg Community College Police Academy on August 3rd her projected graduation date is the third week of December. I have submitted a request for MCOLES Academy Assistance Program grant funding to cover the cost. The grant allows for \$20,000-\$24,000-dollar reimbursement to cover the cost of the academy and wages.

STATS

The past month officers responded to **583** calls for service, with a total of thirty arrests, seven traffic accidents, six non-traffic accidents. Officers issued a total of thirty-six citations, 21 being moving violations, 15 being Non-moving violations. Officers conducted a total of 183 traffic contacts for the month of July.

RESERVE OFFICERS

The Reserve Department contributed 68.5 hours for the month of July.

TRAINING

All members completed the decision-making firearms qualifications.

All Crossing Guards received the required refresher training.

SCHOOL RESOURCE OFFICER (SRO)

We spent the last part of July finishing up the final details of the Memorandum of Understanding (MOU) between the City and Hastings Schools. The MOU has been signed with the agreement starting on August 16th with Ofc. Josh Sensiba being assigned to the school as the SRO. Ofc. Sensiba along with the Deputy Chief, worked to get computer access while attached to the school. Ofc Sensiba and I met with school officials to work out details surrounding his duties and responsibilities while attached to the school. There will be constant communication with school administration and Ofc. Sensiba to continue working out unforeseen issues and circumstances. Having a full-time officer in the school greatly increases our presence and access to students and staff, while adding to the safety and security of staff and students.

RETURN TO SCHOOL

Students and staff have returned to start the new school year. There are many excited children walking to school and crossing roadways. Please drive carefully and be aware of children crossing roadways on our local streets. Traffic enforcement will be strictly enforced in school zones and for disobeying a crossing guard. Please do your part and take your time when driving in or around any school.

I also continue to communicate with MDOT regarding the flashing school crossing signs to be placed on S. Hanover St. at E. Grand St. I have been informed by MDOT'S project engineer the work order has been written for the job to be performed however, I do not have a start date. I will keep you informed when the project begins.

Code Compliance report

Report attached

Respectfully submitted,

Dale Boulter

Chief of Police

MONTHLY REPORT MONTH OF July 2023

From Hastings Police Department

Chief Dale Boulter

Total Arrests: 30

Adults: 14 Stolen vehicle-1, Poss. of Meth-1, Super Drunk-1, OWI-3, A&B-5, DWLS-1, R&O Police-1, Weapons offence-1.

Juveniles: 0

Arrests Warrants for other Departments: 16 Obstruction justice-16.

Traffic Summary:

Traffic Accidents: 7

Property Damage: 6 Injuries: 1 Fatal: 0 Non-Traffic: 6

Tickets Issued: 36

Total: 36

Moving Violations Issued: 21

Non-Moving Violations: 15

Total Complaints: 583

POLICE VEHICLES

TOTAL MILES: 7,006

TOTAL GALLONS OF FUEL USED: 684.32

VEHICLE	MILAGE	VEHICLE	MILAGE
41/2020 FORD	38,720	45/2015 FORD	50,873
42/2021 FORD	34,053	46/2010 DODGE	63,154
43/2020 FORD	41,575	47/2023 FORD	2,797
44/2017 FORD	36,373	48/2016 FORD	93,677

ADDITIONAL INFORMATION:

The Hastings Police Reserve officers worked a total of 68.5 hours for the month.

CLASSIFICATION	MONTH	PREVIOUS YEAR	YTD CURRENT	YTD PREVIOUS	YTD COMPARED
FATAL ACCIDENTS	0	0	0	1	-1
INJURY ACCIDENTS	1	2	25	18	+7
P.D. ACCIDENTS	4	7	66	54	+12
NON-TRAFFIC	8	3	38	38	0
SPEEDING	1	0	5	11	-6
OTHER HAZARDOUS	20	15	85	47	+38
NON-HAZARDOUS	15	24	192	77	+115
PARKING	0	63	258	319	-61
TOTAL VIOLATIONS	<u>49</u>	124	669	565	+104

City of Hastings Code Compliance Officer July 2023 Activity Report



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

QUANTITY COMPLAINT

- Miscellaneous issue were the usual request for information and help with understanding ordinances.
- Requested 2 Informal Hearings before the Magistrate. In both cases the Magistrate ruled in favor of the City.

BY: Frank Jesensek

DATE: 8/15/23

City of Hastings

Investments & Deposits Status Report as of July 31, 2023

Institution	Account Description	7/31 Balance	Interest <u>Rate</u>
Flagstar	Common Cash (Primary Checking)	\$ 820,737.68	1.01%
J	Payroll	\$ 5,422.77	1.01%
	Savings	\$ 1,210,094.93	4.02%
	Tax Collection	\$ 938,447.34	1.01%
	Total	\$ 2,974,702.72	
Highpoint	Common Cash	\$ 53,903.16	N/A
•	Drug Enforcement	\$ 18,211.94	N/A
	Library PayPal	\$ 500.00	N/A
	Tax Collection	\$ 49,270.46	N/A
	Total	\$ 121,885.56	
Michigan CLASS	General Fund (Pooled)	\$ 5,855,910.30	5.2749%
J	Water & Sewer	\$ 550,954.85	5.2749%
	Equipment Fund	\$ 279,835.84	5.2749%
	LDFA	\$ 139,918.51	5.2749%
	Total	\$ 6,826,619.50	
American Dep Mgmt Co	Money Market Account	\$ 2,683,238.98	5.09%
	3-Month Certificates of Deposit	\$ 240,000.00	5.1000%
	6-Month Certificates of Deposit	\$ 720,000.00	5.25-5.30%
	Total	\$ 3,643,238.98	
	Total, All Investments & Deposits	\$ 13,566,446.76	
		7/31	% of
	Institution	Balance	<u>Total</u>
	Flagstar	\$ 2,974,702.72	21.9%
	Highpoint	\$ 121,885.56	0.9%
	Michigan CLASS	\$ 6,826,619.50	50.3%
	American Dep Mgmt Co	\$ 3,643,238.98	26.9%
	Total	\$ 13,566,446.76	
		7/31	% of
	Type of Investment or Deposit	<u>Balance</u>	<u>Total</u>
	Interest	\$ 13,444,561.20	99.1%
	Non-Interest	\$ 121,885.56	0.9%
	Total	\$ 13,566,446.76	

8/23/2023 Page 1 of 1



Hastings City Council Memorandum

Date: August 23, 2023

To: Honorable Mayor Tossava & Members of the Hastings City Council

From: Dan King, Community Development Director

Subject: August Community Development Department Report

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

Tyden Lofts

Site preparation and construction of the Tyden Lofts commenced at the end of July. The commencement of this project is the culmination of extensive collaboration between General Capital, Barry Community Foundation, City Council, Planning Commission, City staff, and the general public.





Neighborhood Enhancement Program Grant (NEP)

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

Streetscape

On August 15th City Staff and Tiffany Smith from the MCSA Group participated in a downtown streetscape pre-construction kick-off meeting with Joel Franken from Katerburg VerHage, Inc. Topics of the meeting included, construction schedule, permit process, job staging, and project safety and security. The project start date is scheduled for Monday September 11th with a projected end date of June 28, 2024. Construction will commence on the north side of East State Street and will progress from Boltwood to Broadway in blocks. Construction on the southern half of State Street from Boltwood to Broadway is scheduled to commence in the spring of 2024 as conditions permit.

Redevelopment Ready Communities (RRC)

All requirements for attaining RRC certification have been completed. Our RRC Champion at the MEDC is currently reviewing all previous policies and procedures developed on the road to certification. Several of these policies and procedures require annual or bi-annual updates. Attached to this report you will find the 2022 Community Engagement Summary that will be submitted to MEDC as a required annual update.

Developers Day

The Barry County Chamber of Commerce and Economic Development Alliance have organized a Developers Day Forum for Tuesday September 7th. The forum will include a walking tour of downtown Hastings as well as a trip to Middleville. Forum panelists include representatives from SME, EGLE, MEDC, and Barry County. The goal of the forum is to showcase development ready buildings and properties in both the City of Hastings and Village of Middleville.

Upcoming Events

Farmer Market Wednesdays and Saturdays until October 31st Girls Night Out October 5th Barry Roubaix Fall Fondo October 8th

If you have any questions, concerns, or ideas please feel free to contact Maiya, Sandy, or me at mmerick@hastingsmi.gov sponsetto@hastingsmi.gov dking@hastingsmi.gov dking@hastingsmi.gov





2022 Community Engagement Summary

The following is a list of activities the City of Hastings conducted to engage the entire community as key stakeholders in the future of our City.

- Boards, Authorities, and Commission meetings were held in accordance with the Open Meetings Act PA 267 of 1976
- The City of Hastings utilizes its website to announce meetings, post meeting packets and agendas, and minutes of meetings
- Public hearing notices are published in the newspaper of record The Hastings Banner
- The Hastings Cable Access Channel televises City Council and Planning Commission meetings. After conclusion of the meetings, they are uploaded to Facebook for viewing
- Public notices are posted in the lobby of Hastings City Hall
- A monthly newsletter is enclosed with each water bill sent to property owners in the
 City
- The City utilized Facebook to announce street closures, storm news, fall and spring leaf pickup, etc.
- Several public hearings were conducted by City Council and Planning Commission during 2022
- The City conducted several public input surveys that were accessible both via the City website and social media
- The City uses advisory committees for specialized aspects of our community to enhance collaboration between City staff and the public
- Open houses were held to gather community input for the Marketing and Economic Development strategies as well as downtown streetscape design

City of Hastings

COUNTY OF BARRY, STATE OF MICHIGAN

Riverside Cemetery Preservation Advisory Board Meeting Agenda July 12, 2023

- 1. Call to Order by Bonnie Huntley at 3:00pm in the City Hall Council Chambers.
- 2. Present at Roll Call: Huntley, Mayor Tossava, Buehl, Coleman, Watson, Bever, Tate and Hubbell. Also in attendance: Mike Snyder, Bob Ford and David Purves with Landscape Architects and Planners. Josh Wickham arrived later.
- 3. Approval of the Agenda

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

- 4. Pledge of Allegiance
- 5. Approval of the Minutes of the Meeting of June 14, 2023

Motion by Mayor Tossava and supported by Watson to approve the minutes of the June 14, 2023 Riverside Cemetery Preservation Advisory Board meeting. All ayes. Motion carried.

6. Public Comment and Communications

None

7. Presentation by Landscape Architects and Planners – Memorial Design

Bob Ford and Dave Purves presented the newest drawings and was discussed amongst the Board. Board requested a drawing for the budgeted amount and future phases of the project. Huntley would like to begin working on the request to City Council.

8. Sexton Update

Josh Wickham provided an update on cemetery maintenance activities. Most of foundation repair is complete.

- 9. Unfinished Business
 - A. Riverside Cemetery Preservation Advisory Board Work Plan

Discussion to consider in the future; Chapel usage, irrigation system line replacement, cremains section added in the West Section and possible fundraising.

10. New Business

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

Bever will confirm the Barry Community Foundation reports in fiscal quarters. Motion by Mayor Tossava and supported by Coleman to file reports. All ayes. Motion carried.

11. Board Member Comments

Mayor Tossava offered more discussion on the memorial space and what is needed for the next meeting from Landscape Architects and Planners.

12. Public Comment

Mike Snyder provided comment to the advisory board.

13. Adjourn

Motion by Watson and supported by Buehl to adjourn at 4:25pm. The next meeting is Wednesday August 9, 2023 at 3:00pm in City Hall.

City of Hastings

Downtown Development Authority

DRAFT Meeting Minutes

August 17, 2023

1. Meeting Call to Order and Roll Call—

The meeting was called to order at 8:06 a.m. by Woods

Roll Call -

Present: Albrecht, Baker, Bolthouse, Button, Hatfield, Tossava, Wiswell, Woods

Absent: Ulberg

City Staff and Appointees: King, Merrick, Moyer-Cale, Nesbitt, Ponsetto, Tate

Others Present:

2. Pledge to the Flag

3. Approval/Additions/Deletions to Agenda -

Woods added power washing, painting, and sealing the Thornapple and Spray plazas as item B. under New Business

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

All ayes, motion carried

Woods later asked to add discussion about billboard designs as item C. under Old Business

Motion by Wiswell, second by Hatfield, to amend the agenda as requested

With Tossava dissenting, motion carried 7 to 1

4. Approval of Minutes of the July 20, 2023, DDA Meeting –

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

All ayes, motion carried

5. Financial Statements & Budget for Review -

King said budget data has been updated through July 31, 2023. Fiscal year 2022/2023 is in the process of being closed out. Historically, there is little financial activity in the month of July that is reflected in the July budget spreadsheet

6. Façade and BEIG Update-

King said the façade grant and BEIG loan spreadsheets have been updated through July 31, 2023; he also provided a brief update on potential façade grant requests

7. Open Public Comment and Discussion - None

8. Old Business-

A. Streetscape Update-

King and Moyer-Cale gave an update and answered questions from the board regarding the timeline for the streetscape project

B. Parking Lot 8 Update-

Tate said that the City received only two sealed bids for the project and even the lowest bid was over the projected/budgeted cost for the project; the board directed staff to contact the low bidder and negotiate a better price and perhaps delay the reconstruction until spring 2024

C. Billboards-

Woods introduced discussion about billboard designs, what they should be, marketing committee approval, and when they should run

9. New Business

A. Review Façade Grant Request from Norm and Carole Barlow, 109 & 111 W. State St.-

Motion Button, second by Hatfield, to waive the requirement for an architectural rendering, due to the limited architectural scope and cost associated with the project, and approve the grant request totaling \$2,100.00

Ayes: Albrecht, Baker, Button, Hatfield, Tossava, Woods

Nays: None Absent: Ulberg Abstain: Wiswell

All ayes, motion carried

10. DDA Member Comment -

Albrecht said she would be hosting a two-day chalk painting convention in the spring of 2024; Woods asked if the architect charged for consulting on façade grants, or only if a drawing was rendered; King said they were charged only if there was a rendering; board also discussed issues with property maintenance and management at the apartment building on Michigan Ave.

11. Open Public Comment and Discussion – None

12. Adjournment	
Motion by Button, second by Hatfield, to adjourn	
All ayes, motion carried	
Meeting adjourned at 9:19 a.m.	
Patty Woods, Chair	Deb Button, Secretary

Prepared by: Sandra Ponsetto, City of Hastings

Hastings City/Barry County Airport Commission Draft Meeting Minutes August 23, 2023

Call to Order. The meeting was called to order by Chairperson Holley at 4:30 p.m.

Pledge of Allegiance. Holley led the Pledge of Allegiance.

Roll Call. Roll was taken. Members present: Holley, Teunessen, Tossava, Smelker and Bowers. Members absent: None.

Approval of Agenda. Noteboom requested adding Notice to Quit Correspondence under New Business.

Motion by Tossava, Second by Teunessen to approve the agenda with the addition requested by the Airport Manager. All members present voting yes; motion carried.

Limited Public Comment. None.

Approval of Minutes. There were no modifications proposed for the draft minutes of the July 26, 2023 regular meeting of the Airport Commission.

Motion by Tossava, Seconded by Teunessen to approve the minutes from the July 26, 2023 regular meeting of the Airport Commission as presented. All members present voting yes; motion carried.

Financial Reports. Holley introduced discussion regarding the July, 2023 Financial report.

Motion by Smelker, Seconded by Tossava to accept and place on file the financial report for July, 2023. All members present voting yes; motion carried.

Old Business. None.

New Business.

Notice to Quit Correspondence -

Noteboom informed the Commission that the Airport received correspondence from the law firm of Holmes & Wiseley, PC on behalf of Tomy Cordava. Noteboom suggested that the Airport Commission meet with the Airport's attorney to review the correspondence. Noteboom provided a couple of dates/times that the attorney is available. Tosssava asked Brown to send out an email to the Airport Commission members with the proposed dates so that they can look at their schedules to determine which date/time works best.

Airport Manager's Report. Noteboom presented and explained the Airport Manager's report.

Board Comments. Holley asked for additional comments from the Airport Commission. No comments were made by members.

Limited Public Comment. None.

Adjournment.

Motion by Tossava, seconded by Smelker to adjourn the meeting at 4:40 p.m. All members present voting yes; motion carried.

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

SEPTEMBER 2023							
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
27	28	29	30	31	1	2	
3	Labor Day City Hall Closed	Planning Commission 7:00 PM	6	7	8	9	
10	11 Council 7:00 PM	12	Cemetery 3:00 PM	14	15	16	
17	18	19 ZBA 7:00 PM	JPC Rutland 5:30	21 DDA 8:00 AM	22	23	
24	25 Council 7:00 PM	26	27 Airport 4:30 PM	28 LDFA 8:00 AM	29	30	