Regular City Council Meeting

November 8, 2021 Agenda

7:30 p.m.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Minutes: October 25, 2021

Approval of Bills Approval of Agenda Consent Agenda

1. Kiwanis Christmas Tree Sale

Certification of Election

Swearing in of Elected Officials:

Mayor 2-year term
Council Member 4-year term
Council Member 4-year term
Council Member 4-year term

Public Comment

Discussion-Downtown

Fire Chief Report Police Chief Report

- I. Unfinished Business
- II. New Business
 - 1. Waste Hauling Contract Extension
- III. Budget
- IV. Public Comment
- V. Manager's Report
- VI. Council Comments
- VII. Adjournment

^{*}Please see reverse side for rules of conduct for public comment at City Council meetings*

Rules of Conduct for Public Comment at Council Meetings*

Members of the public may speak at a Council meeting upon recognition by the Mayor. Public comment may only occur during periods designated on the agenda for public comment or a public hearing. A person may speak for up to two (2) minutes during each of the two public comment periods on agenda items or non-agenda items. Waivers of the time requirement may only be granted in the discretion of the Mayor, and waivers to speak at a time other than a designated comment period may only be granted by the Council. Any person wishing to make a presentation longer than two minutes or requiring audio-visual equipment is asked to contact the City Clerk requesting to appear on a future agenda.

A person may only address Council from the podium. Only one person may occupy the podium at a time. All remarks are to be directed to the Mayor and Council. Speakers are not to engage in direct dialog with other meeting attendees.

Any person who violates the Rules of Conduct, disturbs the peace at the meeting, and/or interferes with the meeting may be warned, ordered to be seated, removed, and/or ticketed.

*This summarizes Council Resolution 04-18. Complete Rules, including guidelines for considering waivers, are available in the Council Chambers and from the City Clerk.

City of South Lyon Regular City Council Meeting October 25, 2021

Mayor Pelchat called the meeting to order at 7:30 p.m.

Mayor Pelchat led those present in the Pledge of Allegiance

Roll Call: Councilmembers: Dilg joined the meeting from South Lyon MI, Kurtzweil joined the meeting from South Lyon MI, and Kennedy joined the meeting from South Lyon MI, Richards joined the meeting from South Lyon MI, Walton joined the meeting from South Lyon MI, and Kivell joined the meeting from South Lyon MI

Also present: City Manager Zelenak, Attorney Hamameh, Chief Soulk, Deputy Chief Weir, DDA Director Mack, Finance and Benefit Administrator Tiernan, and Clerk/Treasurer Deaton

MINUTES

CM 10-1-21 MOTION TO APPROVE MINUTES

Motion by Kennedy, supported by Kivell Motion to approve the minutes as presented

VOTE:

MOTION CARRIED WANIMOUSLY

BILLS- None

AGENDA

CM 10-2-21 MOTION APPROVE AGENDA

Motion by Kivell supported by Kennedy Motion to approve the agenda as presented

VOTE:

MOTION CARRIED UNANIMOUSLY

PROCLAMATION

Mayor Pelchat read the attached proclamation for the First Presbyterian Church for their 190th year in the City of South Lyon.

PUBLIC COMMENT No public comment was held

DISCUSSION- Downtown

Nate Mack, the Downtown Development Director updated Council on the Farmers Market, the grand opening for the Twisted Cork and the downtown trick or treating event. He stated the Farmers Market partnered with the Cultural Arts Commission and there was a lot of art on display. He then stated this Saturday is the last Farmers Market for the season. Mr. Mack stated he has visited the Twisted Cork and they mentioned their grand opening was a success and they are hoping to have a ribbon cutting in the near future. He then reminded everyone the downtown trick or treating is this Thursday from 6pm-8pm. He then explained he met with someone from Ramco Specialties that is a manufacturing company in town and they said they will be expanding their footprint in South Lyon, so they will be adding additional jobs which is great to see. He also reminded everyone about Ladies Night which is November 12th and he is

happy to say the roads will be shut down from Lake Street to Whipple. He then stated the Cool Yule is continuing to meet. He then stated the concrete that was torn out at 106 S Lafayette will be replaced hopefully this weekend, depending on weather. Councilmember Walton thanked Mr. Mack and the previous DDA Director Bob Donohue for getting the cross walk completed at the Hotel. She then stated there are some issues in town where the sidewalks don't go anywhere, such as Reynold Sweet Parkway and Pontiac Trail. That should be looked at. We also need a crosswalk at the Witches Hat Brewery and there is a parking place next to a fire hydrant by the Farmers Market lot that needs to be looked at.

FIRE CHIEF REPORT

Deputy Chief Weir stated the Fire Department will be attending the downtown trick or treat event and will also be in the subdivisions on Halloween giving out candy. He then stated they will be having training on the new SCBA's that were delivered.

POLICE CHIEF REPORT

Chief Sovik stated he wanted to recognize 2 of our officers for a situation that occurred with a barricaded gunman. He stated they received a call about a man with a gun. Officer Jake Jacobs and Officer Travis Stevens were dispatched to the 200 block of Longfellow to investigate an individual carrying a rifle and pointed it at a neighbor, which then turned into a barricaded gunman situation. Both officers handled the situation very well under stressful conditions. He further stated they had assistance from deputies from Oakland County. Officer Jacobs immediately built a rapport will the person and negotiated the incident to a peaceful resolution. Taking their safety and the safety of the suspect in mind every step during the quickly evolving incident was calmly made and executed to assure the incident had a positive and nonviolent conclusion. This was a scary situation with an armed schizophrenic subject who was not in touch with reality and reluctant to cooperate. Chief Sovik then reminded everyone that the Wigs for Kids is coming in November. It is a non-profit charity that provides wigs to children or kids who have been afflicted with diseases, or they have not been able to arow hair for whatever reason. The officers always donate money in November and we call it No Shave November. He further stated some of our officers have already started not shaving. We are trying to raise money for a family in the South Lyon area. Any money raised will be used to purchase presents and food for Christmas. We will be working with Active Faith as well. The generator project is moving forward and Consumers Energy will be out December 8th to put in a larger gas main for the generator project. SPS will be out to install the gas lines. Chief Sovik stated the challenge coins have been a huge success and we have more ordered. He then stated they have raised \$2,435.00 from the sale of the coins and we have ordered more. He then stated the PD will be out during the Downtown Trick or Treaming, as well as the trick or treating on Halloween. He stated during the drug takeback event, they received and turned over to the DEA, 136.7 pounds in prescription medicine. Councilmember Kurt well asked who the checks need to be payable to for the Wigs for Kids charity which she is a big supporter of. Chief Sovik stated you can go online or you can make the checks payable to Wigs for Kids and drop them off at the PD.

<u>UNFUNISHED BUSINESS-</u> None

NEW BUSINESS

1. Set CDBG public hearing

City Manager Zelenak stated each year HUD provides funds to jurisdictions for projects what meet their national objectives. In the upcoming year, we are expecting approximately \$27,487. In the past the city has designated the funds to be used for the senior center and Haven. The deadline for the application is December 17, 2021. We need to set a public hearing to hear comments relating to allocation of those funds.

CM 10-3-21 MOTION TO APPROVE PUBLIC HEARING FOR CDBG

Motion by Kivell, supported by Kennedy

Motion to schedule the 2022 CDBG public hearing for 7:30 p.m. on Monday, November 22, 2021

ROLL CALL VOTE:

Kurtzweil- Yes

Dilg- Yes

Kennedy-Yes

Richards- Yes

Walton-Yes

Kivell-Yes

Pelchat-Yes

MOTION CARRIED UNANIMOUSLY

2. Nyhart Actuarial valuation

Finance and Benefit Administrator Tiernan explained that this is for the GASB 74-73 interim actuarial valuation for the fiscal year ending June 202021. She stated this coincides with our annual audit. The objective of GASB 75 is to report post-employment benefits which is what we call OPEB for our retirees. Basically, we look at the covered payroll for current employees, and any new retirees. We currently have 45 individuals. The city provides pharmacy and some medical benefits other cities may provide additional benefits. She further stated this is an interim evaluation, so it is an update to the June 30th 2020. We are rolling forward some information to update the liability. This will give us a good look at what funds we need to have to be in a good net position and start supporting the OPEB benefits. We are currently 25% funded which is great, because we just started funding it last year. We are currently in a 2year contract with Nyhart who did the actuarial for us in 2020 and 2021. They are responsible for the calculations and Plante Moran take that in account with our financial statements. Councilmember Kurtzweil asked what the OPEB expense is and why there was an increase? Was it the cost of what we are supplying them, or did we have an increase in employees? Spencer Tawa of Plante Moran stated the calculation s based on a number of factors, one of the factors is the increase in pay for police retirees now get \$900 instead of \$700 and that increased the liability. Councilmember Kurtzweil stated that benefit expense isn't going away and if we want to get caught up to the funded ratio, this isn't going to go away, it will continue to eat away at funds. Mr. Tawa stated they should take that into account, so the numbers they are suggesting the city fund the OPEB should be correct. You have to remember this is all estimate, guessing what the health care costs will be and when we expect people to retire or when they begin to collect Medicare. They are also adjusting for inflation.

BUDGET- No discussion was held

PUBLIC COMMENT- No public comment was held

MANAGER'S REPORT

City Manager Zelenak stated we will have MERS attending an upcoming meeting, as well as the Historical Society to discuss their plans for placing a barn in the historic village. He stated we will be holding interviews for the Fire Chief position and keep Council posted. He explained we will continue to

have discussions and review the updated data and directives from Oakland County, the State of Michigan and the Federal Government. City Manager Zelenak stated we will be having an RFP for collection and disposal of solid waste, refuse, recyclables, yard waste and other services for distribution January 3rd and hope to have all the proposals returned by February 11th and plan on awarding the contract by March 28th. We will have a water rate increase, due to the water and sewer rate analysis that Council approved and that increase will take affect December 1st. He stated the work at the cemetery has started with the grading being done next week. He stated the installation site for the We Go swing has started and there is a fence surrounding the area and we hope to have it installed by this fall. He then stated the city has received part of the ARPA funds in the amount of \$618,643.50 which represents 50% of the allocated funds for the City of South Lyon. We need to remind everyone that the funds can only be used for particular purposes such as supporting public health expenditures, addressing negative economic impacts caused by the COVID-19 crisis, replacing lost public sector revenue to secure government services, providing premium pay for essential workers and invest in water sever and broad bank infrastructure. He further stated Council will be discussing those items at upcoming meetings. Councilmember Dilg thanked the City Manager for the work he has done on the crosswalks, everyone is very happy about it, including the lady that spoke before Council about almost hitting a lady and her baby. She hopes we can continue to look at more areas that need work on the crosswalks. Councilment of Kurtzweil thanked the City Manager for giving her assistance when she was asking questions and the DPW on the crosswalk. Some people tend to work more behind the scenes and sometimes we don't always know what each person is doing, but we are all on the same team and want to accomplish all the same goals. She stated she had many people stop and tell her about thand she was there on Sunday. She then asked about the tree that is by that crosswalk, she said many people contacted her about being in the way of the blinking lights. City Manager Zelenak stated they looked into that and they are aware of it, they will keep monitoring the situation. Councilmember Kurlzweil asked about the cross walk at Marjorie Ann and Pontiac Trail project. City Manager explained that originally the engineer wanted to have a crosswalk that jogged, but he told him that wasn't a good idea. They project will be completed, but the Township has to work on adding their water main in that area. Councilmember Kurtzweil stated people need to understand if it isn't done right away, there is another jurisdiction involved, it isn't just the City. Further discussion was held regarding the need for a cross walk near Marjorie Ann and Pontiac Trail. Councilmember Kurtzweil then asked about the scarifier that the city owns and if the city employees are trained to use it. She stated she was in Saugatuck over the weekend and their sidewalks were all very smooth, you can tell they have been ground down. City Manager Zelenak stated the DPW employees are using that to mill down certain sections, but we are predominantly working in the high traffic areas and downtown, we hope to do the subdivisions at a later time. It is a timing issue as well; they are working on leaves now too. Councilmember Kurtzweil stated it is a great piece of equipment because you don't have to rip up concrete and then replace it when the temps get cold. She further stated it is also a cheaper way to fix sidewalks and she would like the city to use it more often in more areas. Councilmember Kennedy thanked City Manager Zelenak and Doug for the installation of the crosswalk at the hotel with the flashing signal, that has been on his list for 3 years. He hopes it will work out as we hope so we can expand it to other crosswalks. He stated he is delighted to hear the township will extend the sidewalks straight across instead of a jog. It makes more sense even if it costs a little bit more. Councilmember Richards stated the City Manager is doing a great job and there are a lot of things he has to address every week and he has confidence he is doing the best he can. He then stated people are asking him why the barrier is up where the We Go Swing is going to go, maybe we could put up a sign staying what is going to be installed there. He then stated he saw the hole that has been dug and the exact location, but the contractors need to know surface water runs through there and tire prints make a lot of marks because of the mix of topsoil and shade. He doesn't think the concrete will cure in the 30-day times, maybe we

should make the foundation elsewhere then drag it to the location. He then stated everyone is concerned about 110 Detroit Street and in conjunction with our attorney's efforts, does the Oakland County 21-day rule apply in this situation when the owner of record is in California. How can we force them to comply if they are in California? He then stated he recently found out that the Oakland County Health Dept shut down the work on Dorothy. He hopes something can develop to get it cleared up and move the project forward. Councilmember Kivell stated he was wondering how we can be held hostage by people that are circumventing being served. Attorney Hamameh stated we hired a process server that is serving the owner in California. In addition we have an appointment with the Clerk's Office Register of Deeds to file a report of Lis Pendens which is a notice that there is pending litigation regarding the property so that any future buyer may purchase the property, they will be on notice. She further stated she doesn't think we will be having this issue in the future. Councilmember Kivell stated withinks one of the benefits of the scarifier is we could be using that to help the residents with their sidewalks instead of forcing them to pay for the flags to be replaced and paying for a permit. He hopes we can maybe get a group of workers that can do that. We shouldn't be hammering the residents with a permit fee. He then stated his understanding on the cross walk was that Lyon Township was looking at their budget, but if the only impediment is the installation of the line is understandable.

COUNCIL COMMENTS

Councilmember Kennedy stated there will be a fund raiser at the Colonial Acres Clubhouse in Phase V on Jamestown Ct. on Saturday, November 6th from 7pm until 9pm. It will be open to the public and admission is free. There will be refreshments, door prizes, a 50/50 raffle and a silent auction with all kinds of great items to bid on. So, make plans to attend on Saturday, November 6th and pick up some gifts for the holidays. He then reminded everyone Thursday. October 28th will be the Downtown Trick-or-Treat from 6pm to 8pm. Also, there will be at Pet Parade held at 7pm. Registration begins at 6:30pm and there will be registration bags and treats provided to the participants. There will also be prizes for the best costume and best couples costume for the owner and their pet. So, make plans to attend, it's going to be a great evening. He then stated he has the privilege of being one of the judges for the event and he is looking forward to seeing all of the costumes. He then reminded everyone there is an election next Tuesday, November 2nd, Find out where the candidates stand on the various issues that are important to the city and its residents. Look at the coting guide prepared by the League of Women Voters and the questionnaire that was prepared by the South Lyon Herald for information about the candidates, or at least those candidates who thought it was important enough to take the time and make the effort to complete those questionnaires. This information is available online at https://www.vote411.org/ and copies are usually available at the Salem-South Lyon District Library as well. The South Lyon Herald information is available at SouthLyonHerald.com. The people you elect at the local level often have greater impact on your daily lives than those you send to Washington. He encourages every voter to know who they are voting for, and to make that selection based on the candidate's qualifications not just the number of yard signs they might see for them. The best voter is an informed voter.

Councilmember Dilg wished all the candidates good luck and it has been a good campaign season and she hopes everyone gets out and votes. She then thanked Councilmember Walton for all her service and she hopes to see her around town. She then congratulated the South Lyon Football team on their undefeated season, it is really excited and she wishes them luck in the playoffs. She then congratulated the First Presbyterian Church on the 190th anniversary here in South Lyon. She stated she is not a member but she has always been pleased with their community service and welcoming everybody in the community. She

then congratulated the Twisted Cork, they have done a great job and she is very excited about the downtown trick or treat being back this year.

Councilmember Kivell stated he is happy the downtown trick or treating is back and it is nice to be out intermingling with people. He then stated the work that was done on Liberty Street worked out well and the lions share of the bumps have been taken care of and it turned out terrific. He then stated it is important for people to help decide who represents the city so he hopes everyone will get out and vote. It is important for people to take advantage of that right.

Councilmember Kurtzweil congratulated the First Presbyterian Church on their incredible anniversary and she encourages everyone to go to that church for their open house. They have a stunning stainedglass artwork and the community is lucky to have such a great prece of artwork. She stated the stained glass is breathtaking. She then stated she was able to speak with sinda Ross regarding the historical barn that is coming to South Lyon and as everyone knows, Linday an incredible president of the Historical Society and she can't wait for the event to occur. She doesn't have a lot of details at the moment but we are lucky to have her in our community. She stated wis once in a lifetime experience, attending a barn raising. She stated we should be thankful we are getting one here in South Lyon, our roots are from agriculture so let's enjoy our heritage. She then stated South Lyon has always had incredible access to the polls and our voters have always been able to come to our polls without any intimidation, unlike what went on at the TCF Center. We have peaceful elections and people need to understand the City of South Lyon's balanced on Election night and that speaks to our City Clerk and her ability to run very good, honest, clean elections. If you are a voter in South Lyon, you should be proud. She then stated if you are voting an absentee ballot, it is your responsibility to get your voted ballot to city hall. If it isn't at city hall by 8pm on Election Day it will not be counted. You can walk it in at any time. She is not supporting anyone for this election, she is letting the votors decide.

Councilmember Richards also stated the First Presbyterian Church has been a marvelous stabilizing factor culturally and historically, some of his families were members of that church. People there know him very well and their efforts in our community is wonderful, and he wishes him the best. He then stated last Sunday was the last opening of the museum for the year, but there might be two openings in December and Linda will be determining that. We need people with metal detectors to find our stakes for the barn because someone knocked them down. He then stated the gardening will be closing down in two weeks. He stated we are going to bring in a portable saw mill to augment the restructuring of the barn in the making and it is down the road. He wanted to let everyone know Alekos has closed off their lobby and they open at 4pm and they are using the back entrance. He then stated he wanted to correct himself because the tube mill abatement goes through 2025, not this year, which is what he said before. He then stated we hope everyone gets out to vote next Tuesday. He is sure our government will be stable and move forward with a great team.

Councilmember Walton stated there are many things she will still be involved in such as the Cool Yule, Ladies Night and the First Responders Memorial and she will be at the last Farmers Market this coming weekend.

Mayor Pelchat thanked Councilmember Walton for her 4 years of service and he looks forward to seeing her around town. He then stated we have a great week of football ahead. The South Lyon Lions defeated South Lyon East this past Friday and we haven't had that many people in the stands since 1995. It was a healthy rivalry game. He then congratulated South Lyon East, they are a division 3 school and they got

into the division 3 playoffs at 3 and 6 because of their quality wins. He stated they are facing Mason on Friday night and they are a tough team. He then stated Saturday we have the Wolverines vs the Spartans at the big house and it will be a great week of football. Hopefully the weather will corporate.

CLOSED SESSION

CM 10-4-21 MOTION TO ENTER INTO CLOSED SESSION

Motion by Kurtzweil, supported by Walton

Motion to enter into closed session pursuant to the Open Meetings Act, MCL 15.268(h) to consider attorney/client privileged communication at 8: 43p.m

ROLL CALL VOTE:

Kivell- Yes
Walton- Yes
Richards- Yes
Kennedy- Yes
Dilg- Yes
Kurtzweil- Yes

Pelchat-Yes

MOTION CARRIED UNANIMOUSLY

Council reconvened the open session at 9:35

CM 10-5-21 MOTION TO APPROVE RECOMMENDATION OF THE CITY APTORNEY

Motion by Kurtzweil, supported by Kuvell

Motion to approve the recommendation of the City Attorney in the letter dated October 20, 2021

ROLL CALL VOTE:

Richards Yes Kennedy Yes

Kurtzweil-Yes

Dilg-Yes

Walton-Yes

Kivell-Yes

Pelchat-Yes

MOTION CARRIED

MODION CARRIED UNANIMOUSLY

ADJOURNMENT

CM 10-5-21 MOTION TO ADJOURN

Motion by Kurtzweil

Motion to adjourn the meeting at 9:37 p.m.

VOIL.	MOTION CARRIED
Respectfully submitted,	
Mayor Dan Pelchat	City Clerk Lisa Deaton

VOTE:



Mayor

Daniel L. Pelchat

Council Members

Lisa Dilg

Glenn Kivell

Rose Walton

Margaret J. Kurtzweil

Stephen Kennedy

Carl Richards

City Manager

Paul Zelenak

Clerk/Treasurer

Lisa Deaton

335 S Warren

South Lyon, MI 48178

Phone: 248-437-1735

Fax: 248-486-0049

www.southlyonmi.org

Office of the Mayor

PROCLAMATION

WHEREAS, October 30, 2021 marks a milestone for the First Presbyterian Church celebrating their 190th year in the City of South Lyon; and

WHEREAS, the First Presbyterian Church has been a welcoming and affirming congregation since its inception in 1831 when it became the first congregation in the City of South Lyon; and

WHEREAS, the congregation has grown over the years from its beginnings as a wooden meeting house on 10 Mile Road to its current home, a brick building on East Lake Street erected in 1883, that has been renovated and added on to through the years; and

WHEREAS, the First Presbyterian Church has been and continues to be an important and caring part of the community contributing to the spiritual and physical health of its membership.

NOW THEREFORE, I, Daniel L. Pelchat, Mayor of the City of South Lyon on behalf of the City Council and the entire community offer congratulations to the First Presbyterian Church and their membership on providing 190 years of service and leadership since its founding.

Daniel L. Pelchat, Mayor

Data

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11/01/2021 01:08 PM	REVENUE REPORT FOR CITY OF	OF SOUTH LYON		Page: 2/2	
DB: South Lyon	PERIOD ENDING 10/31/2021	31/2021		ı	
	FINANCIAL REPORT FOR OCTOBER	OCTOBER 2021			
GL NUMBER DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 10/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT
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TOTAL REVENIES	000000				
	00.98,586,1	5,886,230.33	4,522,025.06	1,707,155.67	77.52
Fund 101 - General fund: Total revenues	7,593,386.00	5,886,230.33	4,522,025.06	1,707,155.67	77.52

11/01/2021 01:09 PM User: PATRICIA	EXPENDITURE REPORT FOR CITY	IY OF SOUTH LYON		Page: 1/1	
DB: South Lyon	FEXTOD ENDING IO/SI/ZOZI	31/2021			
	FINANCIAL REPORT FOR OCTOBER	OCTOBER 2021			
	2021~22	YTD BALANCE 10/31/2021	ACTIVITY FOR MONTH 10/31/2021	AVAILABLE BALANCE	% BDGT
GL NUMBER DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 101 - GENERAL FUND					
	0.00	00.0	00.0	00.00	0
ı	1,535,992.00	677,237.89	232,327,54	858.754.11	90.00
276.000 - CEMETERY	144,910.00	42,030.53	11,221.90	102.879.47	00.00
ı	87,076.00	14,512.00	7,256.00	72.564.00	16.00
1	2,884,688.00	931,815.64	225.129.16	36 648 648 1	00.00
335,000 - FIRE	1,008,331.00	517,961.72	73,054,68	490.369.78	51.30
ī	5,680.00	74.59	92.47	5,605.41) I.
ı	1,025,197.00	275,158.65	89,736,43	750,038,35	70.50
ı	320,493.00	68,858,51	16,986,21	251 634 49	20.02
1	34,125.00	7,416.60	3,147.44	26,708,40	21.73
800.000 - CABLE COMMISSION	13,925.00	120.00	00.0	13,805,00	0.86
ī	2,975.00	500.00	0.00	2,475.00	16.81
820.000 - VETERANS MEMORIAL PROJECT	00.000,6	0.00	00.0	9,000.00	00.0
POWAT. EXPENDITEDES	20 505 550 5	0 000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	00.282,330.1	2,333,686,13	658,933.95	4,536,705.87	35.85
Fund 101 - GENERAL FUND:					
TOTAL EXPENDITURES	7,072,392.00	2,535,686.13	658,933.95	4,536,705.87	35.85

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON

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PERIOD ENDING 10/31/2021

	% BDGT USED	18.37 15.62 12.91 33.09 15.85 10.69	15.45
Page: 1/1	AVALLABLE BALANCE NORMAL (ABNORMAL)	1,257,114.75 126,972.49 156,602.65 383,673.22 1,540,287.85 2,798,642.52 6,263,293.48	6,263,293,48
	ACTIVITY FOR MONTH 10/31/2021 INCREASE (DECREASE)	282,885.25 5,152.17 4,658.67 0.00 75,878.28 90,596.90	459,171.27
TY OF SOUTH LYON 31/2021	FOR OCTOBER 2021 YTD BALANCE 10/31/2021 GET NORMAL (ABNORWAL)	282,885,25 23,497,51 23,221.35 189,726,78 290,189.15 334,854.48	1,144,374.52
EXPENDITURE REPORT FOR CITY OF SOUTH LYON PERIOD ENDING 10/31/2021	FINANCIAL REPORT FOR C 2021~22 AMENDED BUDGET	1,540,000.00 150,470.00 179,824.00 573,400.00 1,830,477.00 3,133,497.00	7,407,668.00
11/01/2021 01:10 PM User: PATRICIA DB: South Lyon	GL NUMBER DESCRIPTION	Fund 592 - WATER & SEWER 452.000 540.000 - WATER / REPAIR 550.000 - SEWER / REPAIR 555.000 - REFUSE COLLECTION 556.000 - WATER 557.000 - WASTEWATER TOTAL EXPENDITURES	Fund 592 - WATER & SEWER: TOTAL EXPENDITURES

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CHECK REGISTER FOR CITY OF SOUTH LYON CHECK DATE FROM 10/14/2021 - 11/04/2021

Cleared Status Cleared Open Open Amount 1,350.00 5,631.75 5,286.50 885.25 157.53 15.00 15.00 15.00 274.58 25,256.37 8,161.26 1,393.79 37,959.75 415,019.08 2,450,806.25 32.00 68.63 180.00 832.50 514.00 165.66 1,136.04 135.00 900.00 17,256.00 2,256.00 1,792.80 1,792.80 1,792.80 1,792.80 1,792.80 4,621.43 40.83 679,66 PARKS & REC MASTER PLAN PROJECT COND PLANNING CONSULTANT & ENGINEERING FEE SERVICE PERIOD 10/1/2021 - 10/31/2021 CITY HALL FAX LINE MONTHLY FEE GAS SERVICE - VARIOUS LOCATIONS GAS SERVICE 300 DOROTHY ST #B GAS SERVICE 300 DOROTHY ST GAS SERVICE 250 DOROTHY ST UTILITY BILLING SERVICE PERIOD 9/1/20 SERVICE PERIOD 9/1/2021-10/01/2021 SEPTEMBER 2021 MEDICAL WRAP PROCESSIN SEPTEMBER 2021 CLAIMS FUNDING ELECTRIC SERVICE 23500 DIXBORO AND 37 HOUSEHOLD HAZARDOUS WASTE SEPTEMBER 2 SEPTEMBER 2021 BUILDING PERMIT & TECHTAX DISBURSEMENT/TAXES DUE TO LIBRARY TAX DISBURSEMENT/TAXES DUE TO SCHOOLS QUARTERLY MAINTENANCE HVAC INSPECTION ONLINE CODE HOSTING 10/1/2021 TO 9/30 NOVEMBER 2021 BILLING FOR WWG DPW PHO SLECTRIC SERVICE - VARIOUS LOCATIONS OSHA COMPLIANCE TRAINING - 9/28/2021 REPLACEMENT OF BLOWER AND COMPRESSOR POSTAGE RENTAL EQUIPMENT AND POSTAGE MEMBERSHIP DUES #03563385 8/1/2021 21 WATER COOLER QUARTERLY RENTAL SEPTEMBER 2021 TRANSPORTATION TOOLS FOR TERTIARY BUILDING (4) 5 GAL. ARTESIAN WATER BATTERIES FOR DEPT TOOLS SEPTEMBER 2021 STATEMENT SEPTEMBER 2021 STATEMENT WATER COOLER RENTAL MEMBERSHIP RENEWAL ORDIANCE SUPPLIES BALLOT PRINTING PAPER PRODUCTS STREETLIGHTS Description ARBOR SPRINGS WATER CO., INC. BRIGHTON CLEANING SUPPLIES & SVCS. QUICK SILVER MARKETING SOLUTIONS R.R.R.A.S.O.C. SAFEBUILT, LLC LOCKBOX # 88135 SALEM-SOUTH LYON DISTRICT EMPLOYEE HEALTH INSURANCE MGMT AMAZON CAPITAL SERVICES AMERICAN WATER WORKS ASSOC* SOUTH LYON COMMUNITY SCHOOLS KROPF MECHANICAL SERVICE CO. NEC FINANCIAL SERVICES, LLC PETER'S TRUE VALUE HARDWARE GREAT LAKES ACE HARDWARE PRINTING SYSTEMS, INC. MARTIN'S DO IT BEST PURE WATER PARTNERS CONSUMERS ENERGY CONSUMERS ENERGY CONSUMERS ENERGY COSTCO MEMBERSHIP MCW PARTNERS, LLC CONSUMERS ENERGY CONSUMERS ENERGY CONSUMERS ENERGY CONSUMERS ENERGY PEOPLES EXPRESS PURCHASE POWER CIB PLANNING COMCAST CIB PLANNING Vendor Name DTE ENERGY ENERGY OTE ENERGY CGS, INC MUNICODE COMCAST Vendor 1509 4246 4246 4246 4317 5364 10042 11555 11555 24119 2507 2507 0461 0584 3455 9960 4394 Bank 01 GEN FUND CHECKING 83083 83084 83085 83086 83088 83088 83089 83090 83093 83093 83093 Check 83096 83097 83098 83100 83103 83106 83107 83108 83109 83110 83111 83101 83104 83113 83114 83115 83116 83117 83118 83118 33102 83105 DB: South Lyon 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 Check Date 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2023 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 0/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/2021 10/14/202

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CHECK REGISTER FOR CITY OF SOUTH LYON CHECK DATE FROM 10/14/2021 - 11/04/2021

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Status	Open Open Open Open	Cleared Cleared	Cleared Cleared Cleared	Cleared Cleared Cleared	Cleared Cleared Cleared Cleared Cleared	Open Open	Open Cleared	Open Open	open Open Open Open Open Open
Amount	142.56 21.98 30.40 40.99 423.46	100.00	792.00 2,970.00 1,365.00 5,127.00	100.00	295.80 175.00 3,545.97 100.00 193.16	28.62 197.97 ⁷ 83.50 281.47	25.50 180.00	345.00 180.00 525.00	1,500.00 62.89 220.00 266.86 24.53 180.00 180.00 219.49 181.00 37.00
Description	BOLTS AND DRILL BIT DRILL BIT AND CAULK FOR BURN BUILDING BOLTS PAINT	OFFICER'S CLEANING ALLOWANCE TY TRAFFIC SIGNAL MAINT. SEPTEMBER 2021	GENERAL LABOR MATTERS - PROF. SERVICE CITY ATTORNEY GENERAL WORK - PROF. SE PROSECUTIONS - PROF. SERVICES RENDERE	OFFICER'S CLEANING ALLOWANCE OFFICER'S CLEANING ALLOWANCE OFFICER'S CLEANING ALLOWANCE	ICE PLOSION CER'S 457 PCER'S E SERV	40# SOLAK SALT FOR SOFTENER 200 INSULATED HOT COFFEE CUPS WITH LI PERSONALIZED NOTEPAD SET (5)	WATER MONTHLY COUNCIL PAY	SECURITY SYSTEM REPAIR AT WITCH'S HAT COMMERCIAL UL LISTED MONITORING SERVI	INTERNET DEDICATED LINE NOVEMBER 2021 FIRE INSPECTION SHIELD MONTHLY COUNCIL PAY STATEMENT ENDING 10/13/21 MICROSOFT 365 APPS 10/29/2021 - 12/29 MONTHLY COUNCIL PAY MONTHLY COUNCIL PAY TOILET CLEANER, COFFEE, PAPER TOWELS, WEBSITE CLASSIFIED ADS DIIOON TRASH DOME TOP BLACK ONLY
Vendor Name		TIMOTHY RAAP ROAD COMMISSION FOR OAKLAND COUNTY	ROSATI, SCHULTZ, JOPPICH	CHRISTOPHER SEDERLUND CHRISTOPHER SOVIK TONY SROUFE TRAVIS STEVENS	CORPORATION ING SYSTEMS, RANSFERS	ADVANCED WATER TREATMENT, INC. AMAZON CAPITAL SERVICES	ARBOR SPRINGS WATER CO., INC. CARL RICHARDS	CSC	COMCAST CONWAY SHIELD DANIEL PELCHAT HOME DEPOT CREDIT SERVICES I.T. RIGHT GLENN KIVELL MARGARET KURTZWEIL LB OFFICE PRODUCTS IISA DILG MICHIGAN MUNICIPAL LEAGUE* MIRACLE RECREATION
Vendor		1634 0213	3955	0236 2405 0831 9800	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	4556 4295	5310 4191	3727	44444424242424242444444444444444444444
Check	4.	83158 83159	83160	83161 83162 83163 83163	83166 83166 83167 83167 83169 83170	83171 83172	83173 83174	83175	83177 83177 83179 83180 83180 83181 83182 83183 83184 83185
Check Date		10/21/2021 10/21/2021	10/21/2021	10/21/2021 10/21/2021 10/21/2021	10/21/2021 10/21/2021 10/21/2021 10/21/2021 10/21/2021 10/21/2021	10/28/2021 10/28/2021	10/28/2021 10/28/2021	10/28/2021	10/28/2021 10/28/2021 10/28/2021 10/28/2021 10/28/2021 10/28/2021 10/28/2021 10/28/2021 10/28/2021

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CHECK REGISTER FOR CITY OF SOUTH LYON CHECK DATE FROM 10/14/2021 - 11/04/2021

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User: PATRICIA

Status Open Amount 23.75 40.96 25.27 3,515.50 1,137.75 24,750.00 2,985.87 58.00 1,391.00 1,863.16 20.00 180.00 215.27 12.12 710.00 233.60 637.50 177.00 58.00 180.00 39.50 428.64 936.28 40.34 180.00 1,320.04 55.32 216.00 64.68 23.00 4,653.25 89.98 1,041.30 14.22 188.06 180.00 TRAINING AGREEMENT WITH OAKLAND POLIC POSTAGE FOR OCTOBER 2021 WATER BILL P PAYROLL DEDUCTION UNION DUES NOVEMBER T STRAP, DOOR PULL, BULB, GORMAN ELIT 2 BUS DIGITAL ADAPTER AND BUS HDTV RE PROFESSIONAL SERVICES RENDERED FOR AU 6 PACK VERTICAL BLIND DUST COVER L VA HANGING FILE FOLDERS AND RAILS GENERAL ELECTION PAY 15 HRS. PAYROLL DEDUCTION CASE # 17-57623-PJS INTERNET SERVICE 10/12/21 - 11/11/21 CLEMIS FEES QUARTERLY OCT-DEC 2021 FRMS DEPARTMENT FEE JUL-SEP 2021 DRUG SCREEN - BENJAMIN ZAHN IV SAT., OCT. 2 HAZARDOUS WASTE EVENT MONTHLY COUNCIL PAY CERTIFICATION RENEWAL - RYAN ROSE SERVICE PERIOD 9/23/21 - 10/22/21 SERVICE PERIOD 9/20/21 - 10/19/21 LIE SERVICE OCT 2021 MEDICAL SUPPLIES STST GENERAL ELECTION PAY 15 HRS. GENERAL ELECTION PAY 14.75 HRS. WHIPPLE DOROTHY DOROTHY DOROTHY GENERAL ELECTION PAY 15 HRS. GAS SERVICE 23500 N DIXBORO 18 HRS. WATER SUPPLY ANNUAL FEE COVER, TAPE, CAULK GUN 300 MONTHLY COUNCIL PAY ELECTRIC SERVICE 2 ELECTRIC SERVICE 3 ELECTRIC SERVICE 2 ELECTRIC SERVICE 2 GENERAL ELECTION CHRISTMAS CARDS OIL ABSORBENTS BUSINESS CARD Description PETTY CASH MATER WATER OAKLAND COMMUNITY COLLEGE/CREST* ARBOR SPRINGS WATER CO., INC. ARBOR SPRINGS WATER CO., INC. PETER'S TRUE VALUE HARDWARE ASCENSION MICHIGAN AT WORK OAKLAND COUNTY TREASURERS LIC A.F.S.C.M.E. COUNCIL 25 AMAZON CAPITAL SERVICES THE GALLERY COLLECTION PLANTE & MORAN, PLLC AT&T MOBILITY BADGER METER INC. BOUND TREE MEDICAL, R.R.R.A.S.O.C. ROSE WALTON STATE OF MICHIGAN KRISPEN S. CARROLL CONSUMERS ENERGY STATE OF MICHIGAN AMY BAKER ANTHONY FACIONE STEPHEN KENNEDY DENNIS SEYBERT BUSINESS WOW! BUSINESS CAROL FELDMAN ASHLEY FISHER Vendor Name LISA DEATON ENERGY ENERGY ENERGY POSTMASTER DTE ENERGY MOM! AT&T Vendor 3928 5183 0216 4719 9065 2507 4190 4207 4207 4593 3984 2562 0561 0462 4295 0584 0584 0584 0584 83191 83192 83193 83194 83195 Check 83187 83197 83198 83199 83200 83210 83211 83212 83213 83206 83214 83215 83216 83217 83189 83202 83204 83205 83208 83209 83203 83207 83218 83219 83220 83221 DB: South Lyon 10/28/2021 10/28/2021 10/28/2021 10/28/2021 10/28/2021 10/28/2021 10/28/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 Check Date 10/28/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 10/28/2021 11/04/2021 11/04/2021 10/28/2021 10/28/2021 10/28/2021 10/28/2021 11/04/2021 1/02/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021

CHECK REGISTER FOR CITY OF SOUTH LYON CHECK DATE FROM 10/14/2021 - 11/04/2021

5/6	Status	Open Open Open Open Open	ueďo Oben	Open Open Open	Open Open	Open Open Open Open Open Open Open	Open Open Open Open	Open Open Open Open Open	Open Open Open
Page:	Amount	2,743.16 631.35 2,187.87 23,899.42 180.00 1,000.00	100.00 100.00 200.00	225.00 192.00 47,450.40	540.00 72.00 612.00	280.00 204.00 255.50 180.00 180.00 252.00 192.00 204.00	110.12 187.18 71.75 77.35 446.40	177.00 240.00 192.00 91.00 180.00 262.50	8.99 106.09 67.02 182.10
ER FOR CITY OF SOUTH LYON DM 10/14/2021 - 11/04/2021	Description	ELECTRIC SERVICE 335 S WARREN ELECTRIC SERVICE 219 WHIPPLE AND 214 ELECTRIC SERVICE - MULTIPLE LOCATIONS ELECTRIC SERVICE 376 DOROTHY AND 2350 GENERAL ELECTION PAY 15 HRS. INS ARCGIS DESKTOP BASIC SINGLE USE PRIMA GENERAL ELECTION PAY 14.75 HRS.	MONTHLY SUBSCRIPTION MONTHLY SUBSCRIPTION	GENERAL ELECTION PAY GENERAL ELECTION PAY 16 HRS. DUMPSTER & RECYCLING NOVEMBER 2021.	DUO ENTERPRISE 2FA SECURITY 12/01/202 MICROSOFT 365 APPS FOR ENTERPRISE SUB	GENERAL ELECTION PAY 19 HRS. GENERAL ELECTION PAY 17 HRS. GENERAL ELECTION PAY 18.25 HRS. GENERAL ELECTION PAY 15 HRS. GENERAL ELECTION PAY 15 HRS. GENERAL ELECTION PAY 16 HRS. GENERAL ELECTION PAY 16 HRS. GENERAL ELECTION PAY 16 HRS. GENERAL ELECTION PAY 17 HRS.	PLASTIC CUPS OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	GENERAL ELECTION PAY 14.75 HRS. GENERAL ELECTION PAY 20 HRS. GENERAL ELECTION PAY 16 HRS. TRAINING HOURS - NOVEMBER ELECTION GENERAL ELECTION PAY 15 HRS. GENERAL ELECTION PAY 18.75 HRS.	MULTI-PACK FELT PAD PAPER TOWELS, PAINT THINNER, RUST ENA BOLTS/SCREWS, LINE LEVEL, COMMAND STR
CHECK REGISTER CHECK DATE FROM	Vendor Name	DTE ENERGY DTE ENERGY DTE ENERGY DTE ENERGY ELLEEN DABLIZ ENVIRONMENTAL SYSTEMS RESEARCH EVE IRELAND	FIRE STATION CHECKLIST	FRANK FOGARTY GARY BEASLEY GFL ENVIRONMENTAL USA	I.T. RIGHT	JANE ELIZABETH MELSON JANET BONKOWSKI JUDITH SEYBERT JUDY BRYSON AMBER LYNN KING JOHN KOPACZ CARL KOSKI DOROTHY KOSKI	LB OFFICE PRODUCTS	LEAH DAILEY LINDA JANE BENSON LINDA JANE GASPAROTT LISA WOOD SHARON LOFTUS MARK STANLEY FLOWERS	MARTIN'S DO IT BEST
	Vendor	0584 0584 0584 0584 2892 4583	4274	4045 4128 4469	4366	4288 4455 4455 4514 22273 2148 385	4026	4579 4387 4281 4393 5924 391	1509
02:50 PM :cia :yon	Check	83222 83223 83224 83224 83225 83226 83227	83229	83230 83231 83232	83233	8832234 832235 832235 832237 832239 832240 832240	83243	83244 83245 83246 83247 83248	83250
11/04/2021 02: User: PATRICIA DB: South Lyon	Check Date	11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021	11/04/2021	11/04/2021 11/04/2021 11/04/2021	11/04/2021	11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021	11/04/2021	11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021	11/04/2021

9/9	Status	Open Open Open	Open Open Open	Open Open Open Open Open Open Open Open
Page:	Amount	177.00 291.26 246.21 177.00	12.98 30.00 671.38 714.36	180.00 43.68 22,500.00 631.98 301.50 65.00 329.00 220.50 180.00 2,446.84 180.00 2,446.84 109.42 1,020.01 3,460.56 60.12 634.50 332.50 2,145.00 252.00
CHECK REGISTER FOR CITY OF SOUTH LYON HECK DATE FROM 10/14/2021 - 11/04/2021	Description	GENERAL ELECTION PAY 14.75 HRS. PAYROLL DEDUCTION ID 912962522 PAYROLL DEDUCTION ID 913616706 GENERAL ELECTION PAY 14.75 HRS.	PULL HANDLE DRYWALL LIFT OCTOBER 2021 STATEMENT	GENERAL ELECTION PAY 15 HRS, NOVEMBER 2021 ELECTION EXPENSES REIMB FINAL BILL FOR PROFESSIONAL SERVICES AN PAYROLL DEDUCTION UNION DUES NOVEMBER PAYROLL DEDUCTION UNION DUES NOVEMBER NIDA DRUG SCREEN # 15223 - USFF ARCHE GENERAL ELECTION PAY 15,75 HRS, GENERAL ELECTION PAY 15,75 HRS, GENERAL ELECTION PAY 15,76 HRS, GENERAL ELECTION PAY 15,76 HRS, GENERAL ELECTION PAY 15,76 HRS, COPITAN DISBURSEMENT/TAX REFUND PARCEL ID GENERAL ELECTION PAY 15,78 HRS, COPITER CONTRACT PAYMENT 10/16/2021 - COPITER CONTRACT PAYMENT 10/16/2021 - COPITER CONTRACT PAYMENT 10/16/2021 - ILAWN SERVICE AT VOLUNTEER PARK AND PA ICMA 457 ELAN # 301149 PAYROLL DED PP CELL SERVICE PERIOD 9/22/21 - 10/21/2 TUTION RELMBURSEMENT - CONSTITUTIONA GENERAL ELECTION PAY 23.75 HRS, CABLE TV AND VOICE ELECTRICAL WORK DONE ON WELLHOUSE, DP GENERAL ELECTION PAY 17 HRS.
CHECK REGISTER CHECK DATE FROM	Vendor Name	MARY LOUISE KORR MISDU MISDU NANCY DURBIN	PETER'S TRUE VALUE HARDWARE	PHYLLIS GODDMAN JUDY PIEPER PLANTE & MORAN, PLLC POLICE OFFICERS ASSOC. OF MICHIGAN POLICE OFFICERS LABOR COUNCIL ASCENSION MICHIGAN AT WORK RICHARD CADICAMO DENISE HORVATH SEMION SHIRLEY SHINER STACIE SOROKA THERESA ANN SZARAMA TOSHIBA FINANCIAL SERVICES TRUGEBEN PROCESSING CENTER VANTAGEPOINT TRANSFERS VENIZON WIRLLESS TIMOTHY WALLON WAYNE WILLIAM NUNEZ WOW! BUSINESS IARRY ZIRKLE NANCY ZUFELT
	Vendor	4283 0470 0470 4457	0462	45572 60892 0216 02141 441411 0259 33674 44655 3367 4462 3367 5088 6088 6088 6088 6088 6088
)2:50 PM)IA /on	Check	83251 83252 83253 83253	83255	832256 832557 832558 832560 832661 832662 832667 832667 83270 83271 83272 83272 83277 83277
11/04/2021 02:50 User: PATRICIA DB: South Lyon	Check Date	11/04/2021 11/04/2021 11/04/2021 11/04/2021	11/04/2021	11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021 11/04/2021

3,224,111.55 0.00 3,224,111.55

Total of 195 Disbursements:

Total of 195 Checks: Less O Void Checks:

01 TOTALS:

11/04/2021 02:48 PM User: PATRICIA DB: South Lyon	-	INVOICE GL DISTRIBUT EXP CHECK RUN D CHECKS TO	TRIBUTION REPORT FOR CITY OF SOUTH LYON RUN DATES 11/08/2021 - 11/08/2021 JOURNALIZED OPEN SES TO BE APPROVED 11/08/2021		Page:	ə: 1/7
GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 101 GENERAL FUND Dept 200.000 ADMINISTRATION 101-200.000-727.000 OFFIC 101-200.000-820.000 COMPU 101-200.000-820.000 COMPU	PRATION OFFICE SUPPLIES COMPUTER COMPUTER	AMAZON CAPITAL SERVIC I.T. RIGHT I.T. RIGHT	CABINET FOR HUMAN RESOURCES, HANGI SPEAKERS AND MICROPHONE IPAD FOR ORDINANCE OFFICER FIELD W	1PX7-JGQ3-HXHX 20170234 20170233	11/08/21 11/08/21 11/08/21	1,125.81 59.00 760.34
			Total For Dept 200.000 ADMINISTRATION	NO		1,945.15
Dept 276.000 CEMETERY 101-276.000-740.000 101-276.000-740.000	OPERATING EXPENSE OPERATING EXPENSE	ADVANCE AUTO PARTS ADVANCE AUTO PARTS	CLAY OIL ABSORBENT, DIE HARD BATTE SHOP PARTS - BATTERIES, PUMPS MICR	8195128137452 8195129438199	11/08/21 11/08/21	4.20 6.40
101-276.000-740.000		\Box		688451	11/08/21	22.60
101-276.000-740.000 101-276.000-740.000	OPERATING EXPENSE OPERATING EXPENSE	DEVEN'S TECH SUFFLY A FLEETPRIDE	UNISEAL, MARKALL WAITE, IPMS PROGR SHOP PARTS AND TOOLS	7254 84524345	11/08/21	75.65
101-276.000-740.000		FLEETPRIDE	COUPLERS, PLUG M-STYLE, A-FRAME JA	83989113	11/08/21	4.55
101-276.000-740.000			TONGUE & GROOVE PLIERS, CHANNELLOC	9308879100	11/08/21	33.40
101-276.000-740.000	OPERATING EXPENSE	LAWSON PRODUCTS	E G	9308840897	11/08/21	244.50
101-276,000-740.000			ALK LMFACT TOOM, DKLLL BIT SET, SC SHOP PARTS - HEX CAP SCREWS	9308900668	11/08/21	194.60 5.90
101-276.000-740.000	OPERATING EXPENSE	MILAN BURIAL VAULT, I	MARKER BASES FOR CEMETERY (12)	7544	11/08/21	1,267.20
			Total For Dept 276,000 CEMETERY			2,070.00
Dept 300.000 POLICE 101-300.000-740.000	OPERATING EXPENSE		PVC SIGNS (37) AND POSTS (3)	22800	11/08/21	790.00
101-300.000-745.000		AXON ENTERPRISE, INC.	TASER BATTERIES (5)	INUS021221	11/08/21	415.40
101-300.000-802.000 101-300 000-820 000	CONTRACTUAL SVCS	POWERDMS, INC. T.T. RIGHT	REQUIRED ACCREDITATION SOFTWARE YE ADDITIONAL COMPITER TOWER FOR ACCR	Q-149421 20170502	11/08/21	2,868.50 1 063 20
101-300.000-851.000	RADIO MAINTENANCE	OAKLAND COUNTY TREASU	RADIO COMM PARTS ACCESSORIE FOR RA	RAD0003646	11/08/21	96.00
101-300.000-863.000		ADVANCE AUTO PARTS	CLAY OIL ABSORBENT, DIE HARD BATTE	8195128137452	11/08/21	173.19
101-300.000-863.000		ADVANCE AUTO PARTS	SHOP PARTS - BATTERIES, PUMPS MICR	8195129438199	11/08/21	10.24
101-300.000-863.000		ANN AKBOR WELLING SUP	OXIGEN, ACETILENE, FLAF WHEELS, DI	588451 38630	11/08/21	36.16
101-300.000-863.000	VEHICLE MAINTENANCE	CINEMES FRODUCES DEVEN'S PECH SIPPLY I	SIKIF VERICES 231 OF ALL GRAFFICS INTSEAL, MARKALL WHITE, TPMS PROGR	7254	11/08/21	191 04
101-300.000-863.000		DE		84524345	11/08/21	329.60
101-300.000-863.000		FLEETPRIDE	COUPLERS, PLUG M-STYLE, A-FRAME JA	83989113	11/08/21	7.28
101-300,000-863,000	VEHICLE MAINTENANCE	LAWSON PRODUCTS		9308879100	11/08/21	53.44
101-300,000-863,000				9308840897	11/08/21	391.20
101-300.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	IMPACT TOOL,	9308861947	11/08/21	319.36
101-300.000-863.000	VEHICLE MAINTENANCE	LAMSON PRODUCTS	SHOP PARTS - HEX CAP SCREWS	9308900668	11/08/21	9.44
101-300.000-931.000	BUILDING MAINTENANCE			1N24957	11/08/21	850.95
			Total For Dept 300.000 POLICE			8,409.88
Dent 335,000 FIRE						

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DATES 11/08/2021 - 11/08/2021 JOURNALIZED

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CHECKS TO BE APPROVED 11/08/2021 Invoice Desc. OPEN

GI Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 101 GENERAL FUND Dept 335.000 FIRE	CITA SUINGER C CITABULINE SITU	ALTIE RECTHERS HINTEOR	BOOTS - MICHAEL WEIR	84204	11/08/21	230.00
101-335.000-721.000	& CLEANING)	FIRE CHIEF HELMET SHIELD	000006726	11/08/21	185.99
101-335.000-721.000	UNIFORMS & CLEANING ALLO	QUICK SILVER MARKETIN	B. MOYNIHAN HAT EMBROIDERY	22127	11/08/21	25.00
101-335,000-740,000	OPERATING EXPENSE	ADVANCE AUTO PARTS		8195129438217	11/08/21	4.54
101-335.000-740.000	OPERATING EXPENSE			8195129838386	11/08/21	73.85
101-335.000-740.000	OPERATING EXPENSE		SPONGE DRESSING	84250813	11/08/21	6.46
101-335.000-740.000	OPERATING EXPENSE	BOUND TREE MEDICAL, L	SPONGE DRESSIN	84249278	11/08/21	228.88
101-335,000-863,000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS		8195128137452	11/08/21	5.04
101-335.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	SHOP PARTS - BATTERIES, PUMPS MICR	8195129438199	11/08/21	7.68
101-335.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	ANTIFREEZE AND BATTERY REPLACEMENT	8195130250762	11/08/21	24.68
101-335.000-863.000	VEHICLE MAINTENANCE	e su		688451	11/08/21	27.12
101-335,000-863.000	VEHICLE MAINTENANCE	DEVEN'S TECH SUPPLY I	UNISEAL, MARKALL WHITE, TPMS PROGR	7254	11/08/21	90.78
101-335.000-863.000		FLEETPRIDE	S AND TOOLS	84524345	11/08/21	247.20
101-335.000-863.000		FLEETPRIDE	I-STYLE,	83989113	11/08/21	5.46
101-335.000-863.000			TONGUE & GROOVE PLIERS, CHANNELLOC	9308879100	11/08/21	40.08
101-335.000-863.000	VEHICLE MAINTENANCE		AND PARTS	9308840897	11/08/21	293.40
101-335.000-863.000	VEHICLE MAINTENANCE			9308861947	11/08/21	239.52
101-335.000-863.000	VEHICLE MAINTENANCE	PRODUCIS	SHOP PARTS - HEX CAP SCREWS	9308900668	11/08/21	7.08
101-335.000-931.000	BUILDING MAINTENANCE	AMAZON CAPITAL SERVIC	COVER RACEWAY KIT	1XJ6-WF4Q-4WNQ	11/08/21	15.29
101-335,000-931,000	BUILDING MAINTENANCE	GRAINGER	WALL MOUNT SOAP DISPENSER (3) AND	1428961906	11/08/21	170.28
101-335.000-957.000	EDUCATION & TRAINING	TOTAL OPENINGS INC		700009	11/08/21	2,069.00
101-335.000-977.000	equi pment	WITMER PUBLIC SAFETY	KOCHEK DOUBLE FEMALE ADAPTER	E2116440	11/08/21	42.80
			Total For Dept 335.000 FIRE			4,040.13
Dept 440.000 DEPT. OF	PUBLIC WORKS	PHEED OFFICE	CLAV OTI. ABSORBENT	8195129138032	11/08/21	94 95
101-440.000-/40.000	OFFICE THE EXECUTE OFFICE OFFI	ANN APPOR MELLING SHE	CYLINDER RENTAL	125251	11/08/21	110.05
TOT -440.000 140.000		OURETILY AITHO DARES	CLAY OII. ARSORBENT	2272-454753	11/08/21	84.37
101-440.000-/40.000		OHALITY FIRST AID & S	SAFETY SUPPLIES, GLOVES & PAPER PR	RW-004368	11/08/21	291.26
101-440:000 740:000		QUALITY FIRST AID & S	PAPER F	RW-004418	11/08/21	174.85
101-440.000-860.000		CORRIGAN OIL CO.	GAS & DIESEL 9/16/2021 - 10/13/202	7355542-IN	11/08/21	2,505.47
101-440.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	CLAY OIL ABSORBENT, DIE HARD BATTE	8195128137452	11/08/21	18.68
101-440.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	SHOP PARTS - BATTERIES, PUMPS MICR	8195129438199	11/08/21	34.20
101-440.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	ANTIFREEZE AND BATTERY REPLACEMENT	8195130250762	11/08/21	7.34
101-440.000-863.000	VEHICLE MAINTENANCE	ANN. ARBOR WELDING SUP	OXYGEN, ACETYLENE, FLAP WHEELS, DI	688451	11/08/21	99.92
101-440.000-863.000	VEHICLE MAINTENANCE	DC HYDRAULICS INC.	VALVES - L7 AND L2	058909	11/08/21	125.00
101-440.000-863.000		TARP INC.	ACHINE	45831	11/08/21	1,350.00
101-440.000-863.000	VEHICLE MAINTENANCE	DEVEN'S TECH SUPPLY I	UNISEAL, MARKALL WHITE, TPMS PROGR	7254	11/08/21	332.92
101-440.000-863.000	VEHICLE MAINTENANCE	FLEETPRIDE	SHOP PARTS AND TOOLS		11/08/21	1,380.05
101-440.000-863.000		FLEETPRIDE	RELAY & PARTS FOR DPW T7	83221092, 83240 83989113	11/08/21	125.17
101-440.000-863.000	VERICUE MAINTENANCE	8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			1000	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON	EXP CHECK RUN DATES 11/08/2021 - 11/08/2021	JOURNALIZED	OPEN
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ie: 3/7	Amoiint	Allicourie	300	188.50	677.06	3,646.76	147.35	1,076.26	878.46	26.27 527 57	632.50	1,241.00	10,650.00	26,833.72		435.00	320.62	915.62	44,214.50	81,220.50	81.220.50		06.98/	786.50	8,597.90	8,597.90	90,604.90		8,499.99
Page:	Die Date		11/08/21	11/08/21	11/08/21	11/08/21	11/08/21	11/08/21	11/08/21	11/08/21	11/08/21	11/08/21	11/08/21	I		11/08/21	11/08/21	I	•	11/08/21		000	17/80/11		11/08/21	•	I		11/08/21 11/08/21 —
	Thyoide	דווייים	83677495	12940	9252822	Y81512	9308879100	9308840897	9308861.947	9308900668 1938 <i>6</i> 97	1090	1202	140192	OF PUBLIC WORKS		I3151, I3152	441071	CREATION		20200065	RICTION		TOTTOT	NE MAINT.	IN25153	ICES			1670093.1021 101351
IION REPORT FOR CITY OF SOUTH LYON DATES 11/08/2021 - 11/08/2021 JOURNALIZED OPEN	BE APPROVED 11/08/2021 Thyolde Desc	- 1	COIT. HOSE/ENDS, MIRRORS, THREAD S	R FOR T15	PARTS FOR DPW TRACTOR	AIR	TONGUE & GROOVE PLIERS, CHANNELLOC	AND PARTS	TOOI,	SHOP PARTS - HEX CAP SCREWS AID HANK FOR HI	CONCRETE FOR WEST HILLS IN HIDDEN	LIMESTONE FOR SIDEWALKS, OAK CREEK	LOCATOR AND PUSHROD	Total For Dept 440.000 DEPT. OF PUB			PARK FAUCET BAGS FOR DOG WASTE STATIONS	Total For Dept 690.000 PARKS AND RECREATION	Total For Fund 101 GENERAL FUND	LIBERTY STREET CONCRETE REPAIRS	TOTAL FOR Dept 451.000 STREET CONSTRUCTION	; ;	COLD PATCH	Total For Dept 463.000 STREET-ROUTINE MAINT	PEDESTRIAN CROSSWALK AT S. L. HOTE	Total For Dept 474.000 TRAFFIC SERVICES	Total For Fund 202 MAJOR STREETS		LEAF DEBRIS DISPOSAL COLD PATCH
INVOICE GL DISTRIBUTION REPORT FOR GENERAL 11/08/2021 JOURNALIZED OPEN	Vendor	TODIA	30 120 134 14	HANS AUTO ELECTRIC, L	HUTSON, INC.	INTERSTATE BILLING SE	LAWSON PRODUCTS		LAWSON PRODUCTS	LAWSON PRODUCTS	н		JACK DOHENY COMPANIES				EINA SUPPLY ZERO WASTE USA, INC.			GM & SONS, INC.			ROAD COMMISSION FOR C		CARRIER & GABLE, INC.				GFL ENVIRONMENTAL USA ROAD COMMISSION FOR O
	, p d C T C		PUBLIC WORKS	VEHICLE MAINTENANCE			VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	VERICLE MAINIEMANCE L'AND IMPROVEMENTS	LAND IMPROVEMENTS	EQUI PMENT		D RECREATION	PROFESSIONAL SERVICE	REPAIR MAINTENANCE REPAIR MAINTENANCE			S DNSTRUCTION CONTRACTUAL SVCS		OUTINE MAINT.	REPAIR MAINTENANCE		SERVICES OPERATING EXPENSE			Eret and Discourse	JUTINE MAINT. REPAIR MAINTENANCE REPAIR MAINTENANCE
11/04/2021 02:48 FM User: PATRICIA DB: South Lyon	% (\{\mathref{m}: \mathred{N}\}	GL Number	Fund 101 GENERAL FUND Dept 440.000 DEPT. OF	101-440.000~863.000	101-440.000-863.000	101-440.000-863.000	101-440.000-863.000	101-440.000-863.000	101-440.000-863.000	101-440.000-863.000	101~440.000~863.000	101-440.000-974.000	101-440.000-977.000		Dept 690.000 PARKS AND	101-690.000-801.000	101-690.000-930.000 101-690.000-930.000			Fund 202 MAJOR STREETS Dept 451.000 STREET CONSTRUCTION 202-451.000-802.000 CONTRACTUR		Dept 463.000 STREET-ROUTINE MAINT	202-463.000-930.000		Dept 474.000 TRAFFIC S 202-474.000-740.000			Fund 203 LOCAL STREETS	Dept 463.000 SIREET-ROUTINE MAINT 203-463.000-930.000 REPAIR MAIN 203-463.000-930.000 REPAIR MAIN

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GL Number	GL Desc	Vendor	O BE AFFROYED 11/00/2021 Invoice Desc.	Involce	Due Date	Amount Check
Fund 203 LOCAL STREETS Dept 463.000 STREET-ROUTINE MAINT	S COUTINE MAINT.		Total For Dept 463.000 STREET-ROUTINE MAINT	NE MAINT.		8,923,49
Dept 474.000 TRAFFIC 203-474.000-740.000	SERVICES OPERATING EXPENSE	HUNT SIGN COMPANY	STREET SIGNS	67176	11/08/21	622.00
BO MECHO COO LOS 1	משט		Total For Dept 474.000 TRAFFIC SERV	SERVICES		622.00
Dept 431.000 SIOKW SEWER 203-491.000-740.000 OP	OPERATING EXPENSE	PATRIOT READY-MIX LLC	ETE AND LIMESTONE	1079, 1116, 112	11/08/21	1,801.50
			Total For Dept 491.000 STORM SEWER		3	1,801.50
Fund 280 DOWNTOWN DEV	280 DOWNTOWN DEVELOPMENT AUTHORITY		Total For Fund 203 LOCAL STREETS			11,346.99
Dept 000.000 280-000.000-740.000 280-000.000-740.200	OPERATING EXPENSE SEASONAL IMPROVEMENTS	GRAINGER JOHN'S SANITATION	DDA TRASH BAGS, FLUORESCENT BULBS, FARMER'S MARKET MONTHLY RENTAL 9/1	9067031956 I3223	11/08/21 11/08/21	85.74 98.00
			Total For Dept 000.000			183.74
			Total For Fund 280 DOWNTOWN DEVELOPMENT AUTHORIT	MENT AUTHORIT	l	183.74
Fund 592 WATER & SEWER Dept 452.000 592-452.000-802.000	R CONTRACTUAL SVCS	L. D'AGOSTINI & SONS,	WATER TREATMENT PLANT PHASE 1 IMPR	20180233	11/08/21	282,885.25
			Total For Dept 452.000			282,885.25
Dept 540.000 WATER / 352-540.000-740.000 592-540.000-930.000 592-540.000-930.000	REPAIR OPERATING EXPENSE REPAIR MAINTENANCE REPAIR MAINTENANCE	BLACKBURN MANUFACTURI CORE & MAIN LP ETNA SUPPLY	WATER/SEWER MISS DIG FLAGS SHELL CUTTER MANHOLE COVER HOOK, CURB STOP KEY,	0661133-IN P396016 S104007347.001	11/08/21 11/08/21 11/08/21	133.38 98.76 186.98
			Total For Dept 540.000 WATER / REPAIR	IR		419.12
Dept 550.000 SEWER / 1 592-550.000-740.000	REPAIR OPERATING EXPENSE	BLACKBURN MANUFACTURI	WATER/SEWER MISS DIG FLAGS	0661133-IN	11/08/21	133,38
			Total For Dept 550.000 SEWER / REPAIR	IR		133.38
Dept 556.000 WATER 592-556.000-740.000 592-556.000-740.000 592-556.000-740.000 592-556.000-740.000 592-556.000-740.000 592-556.000-740.000	OPERATING EXPENSE OPERATING EXPENSE OPERATING EXPENSE OPERATING EXPENSE OPERATING EXPENSE OPERATING EXPENSE	ELHORN ENGINEERING CO ENVIRONMENTAL RESOURC HACH COMPANY PARAGON LABORATORIES, PARAGON LABORATORIES, QUALITY FIRST AID & S THIELSCH ENGINEERING	PHOSPHATE LAB SUPPLIES - POTABLE WATER COLIF LAB SUPPLIES - FLUORIDE WATER ANALYSIS WATER ANALYSIS (10) NITRILE BLACK PF GLOVES 100 C CIRCLE CHARTS FOR WATER PLANT	289914 988439 12633940 43488-223965 43488-223698 RW-004416	11/08/21 11/08/21 11/08/21 11/08/21 11/08/21 11/08/21	3,875.00 305.15 138.70 75.00 74.95

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DATES 11/08/2021 - 11/08/2021 JOURNALLIZED OPEN OPEN CHECKS TO BE APPROVED 11/08/2021

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GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 592 WATER & SEWER Dept 556.000 WATER F02 REG 000 710 000	R TOPEDATING EXDENSE	ADDE BILIE EDOK	תוני סמבום תמת שהאט במתונסמוף מבו	785030	10,00711	
382-338.000-740.000			SOFFERENCE MACH DEU, FIBER	703030	17/00/11	139.11
1927-1936.000-740.000 100 FF 000 140 000		3010	CHALLED	/38134 130741	17/08/51	258.84
392-336.000-740.000		9000		739241 110740	17/08/77	33.43
592-556.000-740.000	Creating barence	THY TOOM	SOFFELES - FROSFECKS IN	/1804Z	17/08/71	155.65
59Z-556.000-801.Z11	WELLHEAD PROTECTION	QUALITY LOGO PRODUCIES	ANTIBACTERIAL SPRAY (500) - WELLHE	QSI-894169	11/08/21	671.11
592-556.000-820.000	COMPUTER	AMAZON CAPITAL SERVIC	KNAL HARD DRIVE	196G-FXRV-Y3VK	11/08/21	74.98
592-556.000-860.000	GAS & OIL	CORRIGAN OIL CO.	GAS & DIESEL 9/16/2021 - 10/13/202	7355542-IN	11/08/21	3,792.85
592-556.000-863.000		ADVANCE AUTO PARTS	OIL FILTER	8195128837869	11/08/21	3,14
592-556,000-863,000		ADVANCE AUTO PARTS	CLAY OIL ABSORBENT, DIE HARD BATTE	8195128137452	11/08/21	7.56
592-556.000-863.000	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	SHOP PARTS - BATTERIES, PUMPS MICR	8195129438199	11/08/21	198.48
592-556.000-863.000	VEHICLE MAINTENANCE	ANN ARBOR WELDING SUP	OXYGEN, ACETYLENE, FLAP WHEELS, DI	688451	11/08/21	40.68
592-556.000-863.000		DEVEN'S TECH SUPPLY I	UNISEAL, MARKALL WHITE, TPMS PROGR	7254	11/08/21	136.17
592-556.000-863.000	VEHICLE MAINTENANCE	FLEETPRIDE	SHOP PARTS AND TOOLS	84524345	11/08/21	370.80
592-556.000-863.000	VEHICLE MAINTENANCE	FLEETPRIDE	COUPLERS, PLUG M-STYLE, A-FRAME JA	83989113	11/08/21	8,19
592-556.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	TONGUE & GROOVE PLIERS, CHANNELLOC	9308879100	11/08/21	60.12
592-556.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	SHOP TOOLS AND PARTS	9308840897	11/08/21	440.10
592-556.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	AIR IMPACT TOOL, DRILL BIT SET, SC	9308861.947	11/08/21	359.28
592-556.000-863.000	VEHICLE MAINTENANCE	LAWSON PRODUCTS	SHOP PARTS - HEX CAP SCREWS	9308900668	11/08/21	10.62
592-556.000-970.000	CAPITAL IMPROVEMENTS	TITUS WELDING COMPANY	REMOVE AND REINSTALL INDUCED DRAFT	10/19/2021	11/08/21	31,800.00
592-556.000-970.000	CAPITAL IMPROVEMENTS	WESTECH	INDUCE DRAFT AERATOR	83888	11/08/21	31,498.50
			Total For Dept 556.000 WATER		I	75,097.70
Dept 557,000 WASTEWAT	X i					
592-557.000-740.000 C	OPERATING EXPENSE	ANN ARBOR WELDING SUP	CYLINDER RENTAL	135351	11/08/21	37.65
592-557,000-740,000	OPERATING EXPENSE	BRIGHTON ANALYTICAL,	WW ANALYSIS	1021-120858	11/08/21	82.50
592-557.000-740.000	OPERATING EXPENSE	GRAINGER	EMERGENCY ESCAPE LADDER	9100235796	11/08/21	123.97
592-557.000-740.000	OPERATING EXPENSE	GRAINGER	ROLLER CHAIN SPROCKET & EMERGENCY	9087644283	11/08/21	123.97
592-557.000-740.000	OPERATING EXPENSE	HAVILAND PRODUCTS COM		412370	11/08/21	4,829.01
592-557,000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES,	WW ANALYSIS	43488-223671	11/08/21	493.00
592-557,000-740.000		IRST AID	(10) NITRILE BLACK PF GLOVES 100 C	RW-004416	11/08/21	114.95
592-557.000-740.000	OPERATING EXPENSE	REPUBLIC SERVICES #24	PLANT SCREEN REMOVAL	0241~003728208	11/08/21	1,580.50
592-557.000~740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES- HACH DPD, FIBER FILT	765030	11/08/21	890.71
592-557,000-740.000			LAB SUPPLIES	746913	11/08/21	856.25
592-557.000-740.000			LAB SUPPLIES - PHOSPHORUS INT, HAC	718642	11/08/21	552.15
592-557.000-740.000		INTERNATIONAL	LAB SUPPLIES	8806208382	11/08/21	129.39
592-557.000-740.000	OPERATING EXPENSE	VWR INTERNATIONAL LLC		8806329440	11/08/21	239.28
592-557.000-820.000		CAPITAL SE	EXTERNAL HARD DRIVE	196G-FXRV-Y3VK	11/08/21	74.98
592-557,000-920,000	UTILITY EXPENSE	DUBOIS CHEMICALS INC		IN-2191695	11/08/21	4,603.04
592-557.000-931.000	BUILDING MAINTENANCE	GRAINGER	ROLLER CHAIN SPROCKET & EMERGENCY	9087644283	11/08/21	73.87
592-557.000-931.000	BUILDING MAINTENANCE		DDA TRASH BAGS, FLUORESCENT BULBS,	9067031956	11/08/21	332.53
592-557.000-931.000	BUILDING MAINTENANCE	KENNEDY INDUSTRIES IN	SLING (2)	627928	11/08/21	303,58

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GL Number

Fund 592 WATER & SEWER Dept 557.000 WASTEWATER

GL Desc

INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DATES 11/08/2021 - 11/08/2021 JOURNALIZED CHECKS TO BE APPROVED 11/08/2021

Invoice Desc.

Vendor

Invoice

Due Date

Amount Check

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Page:

15,441.33 373,976.78

Total For Fund 592 WATER & SEWER

Total For Dept 557.000 WASTEWATER

Page: 7/7	Due Date Amount Check	44,214.50 90,604.90 11,346.99 . 183.74 373,976.78	520,326.91		
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INVOICE GL DISTRIBUTION REPORT FOR CITY OF SOUTH LYON EXP CHECK RUN DAIES 11/08/2021 - 11/08/2021 JOHNALIZED OPEN CHECKS TO BE APPROVED 11/08/2021	Invoice Desc.	Fund Totals: Fund 101 GENERAL FUND Fund 202 MAJOR STREETS Fund 203 LOCAL STREETS Fund 280 DOWNTOWN DEVELOPMENT AUTHOR Fund 592 WATER & SEWER	Total For All Funds:	ved for payment.	Lisa Deaton, City Clerk/Treasurer
INVOICE	Vendor			been appro	Lisa
18 PM	GL Desc			The above checks have been approved	
11/04/2021 02:48 PM User: PATRICIA DB: South Lyon	GI Number				

Daniel L. Pelchat, Mayor

October 2021 Payroll Reports

Department	Total Pay
Administration	\$ 38,863.31
Cemetery	\$ 3,208.80
Police	\$ 113,904.80
Fire	\$ 32,299.82
D.P.W.	\$ 50,402.77
Water & Wastewater	\$ 44,967.64
Total Wages	\$ 283,647.14

^{*}Please note 2 pay periods in the month of October 2021

AGENDA NOTE

Consent Agenda 1

Christmas tree sales in McHattie Park.

Kiwanis Club of South Lyon, Mich.



P.O. Box 235 South Lyon, MI 48178 "On Chief Pontiacs' Trail" "We Build"

October 21, 2021

South Lyon City Council 335 S. Warren Street South Lyon, Michigan 48178

Attn: Paul Zelenak, City Manager

Re: Kiwanis Use of Historical Village/Depot Grounds

South End of McHattie Park

Dear Honorable City Council,

The South Lyon Kiwanis is requesting the use of the Historical Village/Depot Grounds at the South End of McHattie Park for the purposes of Tree Sales. As the City Council may know, this has been an annual event.

This request is to use the property from appx. November 13th, 2021 (early drop off and set up) through December 31, 2021 (take down and clean up). Sales usually end near December 19th, 2021 and the property is usually cleaned up by the end of December-weather permitting. The sales support many charitable activities including the annual senior citizen holiday event which because of COVID-19 will only be entertainment for senior citizens at the High School. This event will be on Monday December 13th, 2021 @ appx. 5:30 p.m.

I have enclosed a copy of the Certificate of Liability Insurance naming the City of South Lyon, its employees, officers, volunteers and its elected officials as an additional insured.

If you have any questions regarding this or any other matter, please feel free to call me.

Very truly yours,

Philip J. Weipert

Club Secretary-(248) 486-1100

PJW:jj Enclosures

cc: Membership

Kiwanis Club of South Lyon, Mich.



P.O. Box 235 South Lyon, MI 48178 "On Chief Pontiacs" Trail" "We Build"

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the South Lyon Kiwanis Club agrees to defend, pay on behalf of, indemnify and hold harmless the City of South Lyon, its elected officials and appointed officials, employees and volunteers, and others working on behalf of the City of South Lyon against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of South Lyon, by reason of personal injury or death and/or property damage, including loss of use thereof, which arises out of, or in any way connected, associated or arrising from the use of the Park for Tree Sales.

Philip J. Weipert Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Lisa Christenson Hylant - Indianapolis PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151 10401 North Meridian St, Ste 200 Indianapolis IN 46290 ADDRESS: kiwaniscert@hylant.com INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Lexington Insurance Company 19437 INSURED KIWAN03 INSURER B : Kiwanis International, All Clubs and Their Members 3636 Woodview Trace INSURER C: Indianapolis IN 46268 INSURER D **INSURER E** INSURER F **COVERAGES CERTIFICATE NUMBER: 2135033658 REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY 013136005 11/1/2022 11/1/2021 EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$ 500,000 MED EXP (Any one person) \$ 5,000 Liquor Liability PERSONAL & ADV INJURY \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 2,000,000 POLICY JECT PRODUCTS - COMP/OP AGG \$2,000,000 OTHER Liquor Liability

COMBINED SINGLE LIMIT
(Ea accident) \$ 1,000,000 **AUTOMOBILE LIABILITY** 013136005 11/1/2021 11/1/2022 \$1,000,000 ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED S HIRED AUTOS ONLY PROPERTY DAMAGE AUTOS ONLY \$ \$ UMBRELLA LIAB **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ WORKERS COMPENSATION STA<u>TUTE</u> AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT N/A OFFICER/MEMBER EXCLUDED? OFFICER/MEMBER CACCEODED: (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT Self-Insured Retention 013136005 11/1/2021 11/1/2022 All Claims \$75,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with

respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included). November 13th, 2021 or any future date(s) during the policy term. Tree Sales

Located @ City of South Lyon, McHattie Park Kiwanis Club of South Lyon

CERTIFICATE HOLDER

City of South Lyon, its elected and appointed officials, employees and volunteers	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
335 South Waren South Lyon MI 48178	AUTHORIZED REPRESENTATIVE GUDEN AUTHORIZED REPRESENTATIVE WILLIAM AUTHORIZED REPRESENTATIVE AUTHO			

CANCELLATION

ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2021

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of South Lyon, its elected and appointed officials, employees and volunteers 335 South Waren South Lyon, MI 48178

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law;
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

Authorized Representative

AGENDA NOTE

New Business # 1

MEETING DATE: November 8, 2021

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Waste Hauling Extension Contract

EXPLANATION OF TOPIC: The City of South Lyon is planning to move forward with a RFP for Waste Hauling beginning January 3, 2022, with selections to occur no later than March 28, 2022. Last week we received a letter from GFL requesting to extend the current waste hauling contract for one (1) four-year extension of the agreement. The request to increase the current rates by 4.5% to begin the new contract year 7/1/2022. 1) single family \$156.36 annual rate. 2) Multi Family \$135.92 annual rate Continue annual CPI language as it is currently. Add an option to extend the new contract for an additional five years, similar to current contract language. Decision tonight is to determine whether we go out for bid as planned, or accept an extension by GFL as outlined in the letter. There will be a representative from GFL at the meeting. As well as Michael Csapo, General Manager of RRRASOC.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Memo dated November 2, 2021 from Michael Csapo of RRRASOC pertaining to the GFL Contract Extension Proposal, Letter dated October 21, 2021 from Sam Caramagno of GFL outlining the extension. Copy of the DRAFT RFP for Waste Hauling Contract.

POSSIBLE COURSES OF ACTION: Approve or not approve the extension with GFL as outlined in the letter dated October 21, 2021.

SUGGESTED MOTION: Motion	by		, supported	d by
	_ to approve / :	not approve,	the extension v	vith GFL
as outlined in the letter dated Octobe	er 21, 2021.			



Resource Recovery & Recycling Authority of Southwest Oakland County

20000 W. 8 Mile Rd Southfield, MI 48075-5708

> Office: 248.208.2270 Fax: 248.208.2273 www.RRRASOC.org

THE RECYCLING AUTHORITY

Since 1989

To:

Paul Zelenak, South Lyon City Manager

From:

Michael Csapo, RRRASOC General Manager

Date:

November 2, 2021

Re:

GFL Contract Extension Proposal

GFL has proposed a four-year extension to the current contract. The proposal seeks a rate increase to \$156.36 per household per year for single- family homes and \$136.92 per household per year for multi-family homes (Colonial Acres) beginning July 1, 2022. Annual increases thereafter would remain consistent with the current agreement which stipulates annual increases in accordance with changes in the CPI, not to exceed two (2) percent or less than zero (0) percent.

The following items are offered for consideration as the City evaluates the proposal:

- 1. Due to a nationwide shortage of drivers, mechanics, and truck parts in the solid waste industry, many companies have struggled to maintain service levels. The situation was exacerbated by staffing and logistical changes made by GFL earlier this year, which caused service levels in South Lyon to drop significantly. It is my understanding that GFL has addressed those issues. However, the City is best equipped to determine whether or not service to South Lyon residents has returned to expected standards.
- 2. The rate increase proposed to take effect on July 1, 2022 represents a 4.49% increase for single-family homes and a 5.45% increase for multi-family homes. That increase is generally consistent with existing inflationary trends. The Bureau of Labor Statistics Garbage and Trash Index averaged a 4.5% increase during the first six months of 2021, a 4.93% increase in the third quarter of 2021, and was up 5.6% in September. Subsequent contract rate increases are proposed to be limited to 2%, which provides for predictable rates into the future. See attached BLS data.
- 3. While direct comparisons between communities are not generally recommended due to differences between communities such as size, density, proximity to waste facilities, service type, etc., comparisons to averages, ranges, and trends is useful. The proposed price of \$156.36 per household per year is competitive with existing prices among the RRRASOC communities. The median price for the *current* fiscal year for the RRRASOC communities outside of South Lyon is \$154.69, with increases anticipated for next year. See Table 1.

- 4. The proposed rate compares favorably to rates found in a September 2020 survey of rates and service, which shows a range of \$163.04 to \$222.96, with an average of \$195.53 and a median of \$197.32. See Table 2.
- 5. In recent solicitations, GFL's pricing has compared favorably to competitors. Pricing for 2022 in Novi ranged from \$138 to \$234.36, with an average of \$182.88. In Allen Park, pricing ranged from \$135 to \$214.68, with an average of \$172.81. In Auburn Hills, pricing ranged from \$144 to \$189, with an average of \$164.01. In Dearborn Heights, costs range from \$141.79 to \$237.07, with an average of \$183.10. In three of the four instances, GFL was the low bidder. See Table 3.
- 6. GFL's proposed extension price also compares favorably to recent GFL extension proposals in Highland Township and Wolverine Lake, at \$162.24 and \$181.44, respectively.
- 7. Solid waste and recycling expenditures in the City have been historically well contained. According to the 2021 Solid Waste Expenditure Benchmark Study recently conducted by RRRASOC, which compared budgeted expenditures among thirty-nine communities and over time, South Lyon's FY 2021 2022 budgeted per capita expenditures of \$51.47 compare favorably to the regional median of \$85.57 and the regional average of \$99.74. Additionally, the current budget compares favorably to expenditures had they been adjusted for inflation regularly since FY 2007 2008. See attached graph.



U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Change Output Options:

From: 2011 V To: 2021 V

 ${\ensuremath{\boxtimes}}$ include graphs ${\ensuremath{\boxtimes}}$ include annual averages

More Formatting Options

Data extracted on: October 18, 2021 (8:57:27 PM)

CPI for All Urban Consumers (CPI-U)

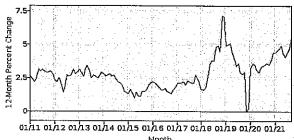
12-Month Percent Change

Series Id: CUUR0000SEHG02

Not Seasonally Adjusted
Series Title: Garbage: Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average
Item: Garbage and trash collection

Base Period: DECEMBER 1983=100



Download: 🚮 xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	2.6	2.4	2.2	2.4	3.1	3.0	3.1	3.0	2.9	2.9	3.0	2.8	2.8		
2012	2.3	2.2	2.5	2.1	1.4	1.9	2.7	2.6	2.7	3.1	2.8	2.9	2.4		
2013	3,1	2.9	2.6	3.2	3.4	3.0	2.5	2.7	2.6	2.5	2.7	2.9	2.8		
2014	2.8	2.6	2.7	2.8	2.6	2.7	2.4	2.2	2.1	2.0	1.5	1.4	2.3		
2015	1,3	1.6	1.4	1.0	1.4	1.1	1.1	1.5	1.5	1.6	2.0	2.1	1.5		
2016	2.2	2.1	2.0	1.8	1.6	1.5	1.7	1.5	1.4	1.3	1.6	1.8	1.7		
2017	2.1	2.1	2.1	2.2	2.0	2.3	2.2	2,1	2.1	2.7	2.4	2.0	2.2		
2018	1.6	1.6	1.8	2.6	3.5	3.8	3.8	4.8	4.9	4.5	7.2	7.1	4.0		
2019	4.9	5.0	5.1	4.5	3.9	3.4	3.6	2.9	2.8	2.9	0.0	0.2	3.2	4.5	2.0
2020	3.2	3.6	3.5	3.1	2.9	3.3	3.4	3.5	3.6	3.5	3.8	4.4	3.5	3.3	3.7
2021	4.4	4.6	4.7	4.9	4.3	4.1	4.5	4.7	5.6	1	Ī			4.5	

Table 1: Current Rates in RRRASOC Communities

	FY 2021/2022 Rate	Contractor
Farmington	\$161.99	Waste Management
Farmington Hills	\$161.99	Waste Management
Wixom	\$161.99	Waste Management
Southfield	\$127.00	GFL
Novi	\$138.00	GFL
Milford Township	\$154.32	GFL
Village of Milford	\$143.76	GFL
Walled Lake	\$155.07	GFL
Median	\$154.69	

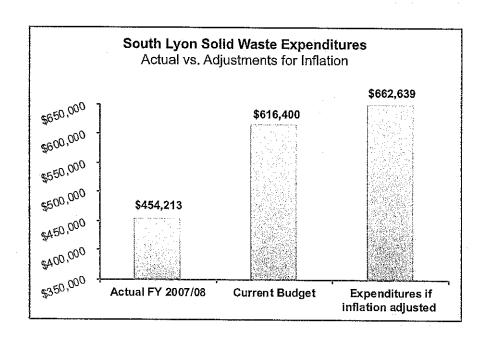
Table 2: Rate and Service Survey, September 2020

	• .	•			
Community	\$/unit/Yr	Hauler	Trash carts	Recycling carts	
Bloomfield Hills	\$211.80	GFL	yes	yes	
Chesterfield Twp	\$210.00	GFL	opt in	opt in	
Washington Twp	\$202.08	GFL	opt in	opt in	
Shelby Twp	\$198.00	GFL	ves	yes	
Keego Harbor	\$193.80	GFL	opt in	opt in	
New Haven	\$193.60	GFL	•	• •	
	\$191.40		opt in	opt in	
Romeo	•	GFL	no	no	
Rochester	\$188.16	GFL	opt in	opt in	
Rochester Hills	\$222.96	GFL	yes	yes	
Waterford Twp	\$218.64	GFL	yes	opt in	
West Bloomfield	\$221.04	GFL	opt in	opt in	
Commerce Twp	\$198.12	GFL	yes	yes	
Orion Twp	\$217.08	GFL	yes	yes	
Bloomfield Twp	\$182.05	GFL.	no	opt in	
Berkley	\$172.99	SOCRRA/Tringali	no	yes	
Beverly Hills	\$184.70	SOCRRA/Car Trucking	no	yes	
Birmingham	\$184.70	SOCRRA/Car Trucking	no	yes	
Clawson	\$196.65	SOCRRA/Tringali	no	yes	
Ferndale	\$204.66	SOCRRA/Car Trucking	no	yes	
Hazel Park	\$205.90	SOCRRA/GFL	yes	yes	
Huntington Woods	\$169.31	SOCRRA/Tringali	no	yes	
Lathrup Village	\$202.66	SOCRRA/Tringali	no	yes	
Oak Park	\$210.11	SOCRRA/Tringali	no	yes	
Pleasant Ridge	\$187.42	SOCRRA/Tringali	no	yes	
Royal Oak	\$178.45	SOCRRA/GFL	no	yes	
Troy	\$163.04	SOCRRA/Tringali	nò	yes	
Average	\$195.53		•		
Median	\$197.32				
Low	\$163.04				
High	\$222.96				

Table 3: Recent Bids

•	Novi	Allen Park	Auburn Hills	Dearborn Heights*
GFL	\$138.00	\$135.00	\$144.04	\$161.59
Priority Waste	\$170.52	\$156.70	\$159.00	\$141.79
Waste Management	\$188.64	\$184.84	\$189.00	\$191.95
Republic Services	\$234.36	\$214.68	na	\$237.07
Average	\$182.88	\$172.81	\$164.01	\$183.10

* Bid & CWSA disposal





October 21, 2021

Paul Zelenak, South Lyon City Manager 335 S. Warren Street South Lyon, Mi 48178

Michael Csapo, General Manager RRRASOC 20000 W. 8 Mile Road Southfield, Mi. 48075

RE: Waste Hauling Contract

Dear Paul and Michael

I am writing with regard to the extension of the waste hauling contract between the City of South Lyon and GFL Environmental. As per the contract, section 3.B, GFL may request one (1) Four-year extension of the agreement in written form by six (6) months prior to the current expiration date which is June 30, 2022.

Please consider this the written notice as required by the contract. I have listed below a proposal for your review.

- Increase current rates by 4.5% to begin the new contact year 7/1/2022
 - 1. Single Family \$156.36 annual rate
 - 2. Multi-Family \$136.92 annual rate
- Continue annual CPI language as it is currently
- Add an option to extend the new contact for an additional 5 years. Similar to current contract language.

Please let me know if there is a good time for you to discuss and go over any questions you may have.

Sincerely,

Sam Caramagno Director of Municipal affairs

Request for Proposals

Collection and Disposal of Solid Waste: Refuse, Recyclables, Yard Waste, and Other Services In South Lyon, Michigan

> Released: January 3, 2022 Responses Due: February 11, 2022

> > Issued By: City of South Lyon

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Request for Proposals

Collection and Disposal of Solid Waste: Refuse, Recyclables, Yard Waste, and Other Services

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1. GENERAL INFORMATION

1.1 Purpose

1.1.1 Scope of Services Being Solicited

This Request for Proposals (the "RFP") is issued by the City of South Lyon (the City). The RFP requests Technical and Cost Proposals from qualified Vendors (the "Proposers") to provide collection of solid waste in the form of refuse, bulky items, recyclables and yard waste for all designated residential housing units, and special solid waste and recycling services within the City including the potential for collection and disposal of solid waste from City-utilized containers, in accordance with the provisions of this RFP.

The work to be performed under this contract shall consist of providing refuse, bulky item, recyclable, and yard waste collection and disposal services. The Proposer shall be responsible for designating the refuse disposal location (landfill or transfer station) and yard waste composting site and including all tip fees in the cost proposal.

The selected contractor shall be responsible for providing and maintaining all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to collect and dispose of the designated solid waste in accordance with all applicable local, state and federal requirements.

The initial collection contract is intended to be executed by April 1, 2022, with operations anticipated to begin Thursday, July 1, 2022. The term of the contract will be a service period of five (5) years through June 30, 2027 with one (1) option to renew for a period of three (3) years.

The City may hold proposals for a period of one hundred twenty days (120) days from opening for the purpose of reviewing results and investigating qualifications of Proposers prior to making an award. The City reserves the right to waive irregularities and to accept or reject any or all proposals submitted, and take any other action allowed by law, ordinance, or city purchasing policy.

1.1.2 Profile of Service Area

This RFP is only intended to solicit for services in the City of South Lyon. According to the 2020 Census, the City has a household population of 11,679. Curbside service is provided to approximately 3,932 households within the City, including single-family detached homes, two-family residential homes, and some residential condominium developments.

Solid waste is currently collected in homeowner-provided 35-gallon containers or bags. Yard waste is currently collected in homeowner-provided 35-gallon containers or yard waste bags. Recycling is currently collected in recycling bins or 64-gallon carts. Approximately, 1,302 households have recycling carts.

Bidders will be expected to maintain the current service/collection days. Households north of Ten Mile Road receive service on Mondays. Households south of Ten Mile Road receive service on Tuesdays

The figures below are tons collected over the past two (2) years but no assurances are given that they reflect future tonnages.

Year	Refuse	Recycling	Yard Waste
2019	3,818	691	612
2020	3,966	670	831

1.1.3 General Description of Work to be Performed

The company selected as the Vendor (the "Contractor") will provide collection and disposal services for refuse, recyclables, bulky items and yard waste for all designated residential housing units in accordance with the provisions of this RFP.

The Contractor may also be responsible for other municipal solid waste and/or recycling container pickups, as well as on-demand service for roll-offs, special waste services, and special event solid waste containers, as requested by the City. Appendix A provides additional detail concerning these services.

1.1.4 Mandatory Requirements for Successful Proposer

These guidelines are provided to assist participating firms in formulating a thorough response. The successful firm shall ensure/understand that:

- 1. They shall work closely with the City during all phases of the work. A strong, positive working relationship must be maintained.
- 2. All licenses required for a discipline by the State of Michigan shall be maintained during the term of the contract.
- 3. The firm shall provide a single point of contact for the duration of the contract.
- The firm shall meet with applicable City committees, City Council, and boards and commissions as necessary.

The selected vendor shall be required to sign a Solid Waste, Yard Waste, Recycling Collection, and Disposal Agreement with the City.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract; or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

1.2 Submittals

1.2.1 Issuing Office

This RFP is issued by the City of South Lyon. To maintain the integrity of this procurement, all correspondence or questions concerning this RFP must be submitted in writing (letter, fax or e-mail) to the contact below. Failure to do so may result in disqualification of your proposal:

Paul Zelenak, City Manager 335 S. Warren Street South Lyon, MI 48178 pzelenak@southlyonmi.org 248-486-7054 - Fax

Replies will be issued by addenda if there is a material change to the specifications, and then posted on MITN website at www.mitn.info. Questions received less than seven (7) days prior to the date of opening will not be answered by formal written addenda. Oral interpretations or clarifications will be without legal effect.

1.2.2 Proposals

To be considered, Proposers must submit a complete Technical and Cost Proposal response to this RFP, in accordance with Section 4, Submission Requirements & Forms. The Technical and Cost Proposal must be signed by an official authorized to bind the Vendor to their provisions. The RFP response must include a statement from the Vendor as to the period during which its proposal will remain in effect. This period must be at least 120 days from the due date of submission of the Proposal.

One (1) copy of the proposal shall be submitted. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Vendors must respond to this RFP using the format and forms provided in the RFP. Failure to conform to the specifications will be considered non-responsive and may result in disqualification. Deviations from the scope of work must be noted.

1.2.3 Response Date for Submitting Technical and Cost Proposal

Sealed technical and cost proposals need to be received by February 11, 2022. Proposers shall submit proposals to the following address:

City of South Lyon Attn: Clerk's Office 335 S. Warren Street South Lyon, MI 48178

All proposals shall be clearly marked "REQUEST FOR PROPOSALS TO PROVIDE REFUSE, RECYCLABLE AND YARD WASTE COLLECTION AND DISPOSAL SERVICES" along with the name and address of the Proposer, and shall be accompanied by a Bid Bond and all required documents. If the proposal is sent through the mail or by other delivery system, the sealed envelope shall be enclosed in a separate mail envelope marked "PROPOSAL DOCUMENTS ENCLOSED" on the face. Each Proposer assumes all risks in using the mail or any other delivery system, including, but not limited to the risk that its proposal will not be delivered before submission deadline.

All technical and cost proposals must be accompanied by bid bond, letter of credit, or certified check satisfactory to the City, executed by a surety company or domestic banking institution authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the City, in an amount equal to one hundred thousand dollars (\$100,000.00). Failure to provide a bid bond or letter of credit may result in disqualification.

Late submittals will not be accepted.

Proposals may be modified or withdrawn by an appropriate document duly executed and delivered prior to the opening of proposals. After the proposal opening, all proposals shall remain open for one hundred twenty (120) days.

1.2.4 Addenda

Prior to the submission due date, the City reserve the right to revise or amend the RFP. Any changes made to the RFP will be posted on the MITN website at www.mitn.info. These addenda will be numbered consecutively. It is the vendor's responsibility to be sure they have obtained all addenda. Each Proposer shall acknowledge the receipt of all addenda by executing the acknowledgement section included in the Proposal form and submitting it with the proposal.

1.2.5 Incurring Costs

The City is not liable for any costs incurred by prospective Vendor prior to signing of a contract.

1.2.6 Pre-Proposal Conference

A voluntary informational pre-proposal meeting to explain the services and answer any questions will be held at South Lyon City Hall on January 21, 2022 at 10 a.m.

The City may elect to provide answers in writing to questions received at the preproposal meeting. Attendance is voluntary.

1.2.7 Contract Award

Contract negotiations will be undertaken with the responsive Proposer found by the City to be the most qualified, responsible and capable of implementing the scope of services at a reasonable cost. The service agreement to be executed with the selected Vendor will be that which is most advantageous to the City as determined by the City. Contract award is subject to the approval of the South Lyon City Council.

1.2.8 Reporting

All reports, charts, graphs, databases, graphics and other information developed and/or provided under this request for proposal will be submitted in a format responsive to the needs of the City.

1.2.9 Vendor's Liability and Non-Discrimination:

The selected Vendor will provide and maintain public liability, property damage, motor vehicle liability, and workers' compensation insurance insuring, as they may appear, the interest of all parties to any agreement that results from this RFP. The selected Vendor is responsible for ensuring that all precautions are exercised at all times for the protection of all persons and property. The Vendor shall secure all necessary certificates and permits from municipal or other public authorities and comply with all federal, state, and municipal laws, ordinances, and regulations as may be required.

It is the policy of the City to provide fair and reasonable opportunities for participation. During the performance of the agreement, the successful Vendor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of the nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. The Vendor also agrees to comply with all applicable federal, state, and local laws in the conduct of work. A breach of this covenant shall be regarded as a material breach of this contract.

1.2.10 Disclaimer

The issuance of this RFP, selection of a Vendor, approval of contractual agreements, or completion of the scope of services does not in any way assure or imply any kind of legal preference in contested cases before a legislative, judicial, or regulatory body.

1.2.11 Disclosure

All supporting documentation shall become the property of the City, or its designated agent(s), unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

1.2.12 Rejection Rights

The City reserves the right to reject any or all proposals.

1.2.13 Acceptance of Proposals

The City reserves the right to waive any irregularity in the proposals received, and to accept any proposal which is deemed to be most favorable to the interests of the City.

1.2.14 Interpretation, Corrections and Changes

All questions and/or requests for clarification shall be in writing. No oral interpretation, instruction, or information concerning the RFP given by any employee or agent of the City shall be binding. The City will not be responsible for any explanation or interpretation of the RFP unless it is in accordance with the written procedure.

1.2.15 Specifications

The refuse, recyclable and yard waste collection and disposal specifications which will govern the contract are set forth in the General Provisions and Specifications bound herein as Parts 2 and 3 of this RFP.

1.2.16 General Information

Proposers shall inform themselves and comply with all pertinent City regulations and ordinances, State and Federal laws, licenses and tax liability that may in any manner affect their proposals and execution of the work.

1.2.17 Local Conditions Affecting Work

Proposers shall visit the service area and shall completely inform themselves of relative traffic congestion, types of housing, population density, proposed collection procedures, required labor, and other conditions and factors, local and otherwise, which would affect execution and completion of the work at the prices proposed. Such considerations shall include the arrangement and condition of existing structures and facilities, the availability and cost of labor and fuel, facilities for transportation, and handling and storage of materials and equipment. Normal development and/or redevelopment including all types of road construction must also be considered. All such factors shall be properly investigated and considered in the preparation of the proposal. There shall be no subsequent financial adjustment for lack of such prior information.

1.2.18 News Releases

News releases pertaining to this RFP or the service to which it relates will not be made without prior approval from the City.

1.2.19 Insurance and Performance Bond Requirements

The Contractor shall submit a Certificate of Insurance prior to the execution of a contract meeting the minimum limits of liabilities as outlined. All insurance carriers must be acceptable to the City and licensed in the State of Michigan.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. The Vendor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

- 1 Workers' Compensation Insurance: The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 2. Commercial General Liability Insurance: The Vendor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" and motor vehicle insurance with limits of liability not less than \$2,000,000.00 (two million dollars) per occurrence, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- 3. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: "The City of South Lyon, all elected and appointed officials, all employees and volunteers." This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar

- protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
- 4. <u>Cancellation Notice</u>: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the City of South Lyon, 335 S. Warren Street, South Lyon, MI 48178."

If any of the above coverages expire during the term of the contract, the Vendor shall deliver renewal certificates and/or policies to the City at least thirty (30) days prior to the expiration date.

The Contractor shall also provide a performance bond from a Surety, licensed to do business in the State of Michigan, in the sum equal to one-fourth of the amount of the annual total contract price in the event Contractor fails to faithfully perform Contractor's obligations under this Contract. Said financial assurance shall take the form of a corporate surety bond, or other financial assurance deemed acceptable by the City. Said financial assurance shall stay in effect throughout the contract period. A sample of the required performance bond is included in Appendix C.

1.2.20 Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, their elected and appointed officials, employees, volunteers or others working on behalf of the City by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

1.2.21 Commercial Drivers Licenses

All drivers and operators of collection vehicles shall be licensed appropriately by the State of Michigan for operating those vehicles.

1.2.22 Dispute Resolution

The City and the Contractor agree to first use the following process to resolve disputes about issues related to the performance of this contract. If an issue arises requiring resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as a fact finding opportunity to identify the issue, clarify the problem, review the applicable contract provisions relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within 30 days of the initial dispute resolution meeting, or specify an alternative schedule and deadline for resolving the issue. Nothing in this section, Dispute Resolution, shall be construed or implied to reduce, eliminate or otherwise affect the rights of the City or the Contractor to use any and all other means of legal remedies.

1.2.23 Default and Termination

The City may, after giving Contractor and the surety one hundred and eighty (180) days written notice and to the extent permitted by laws and regulations, terminate the contract, if the City decides to eliminate its solid waste program and does not allocate funds to the program. The City may, after giving Contractor and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the contract if the Contractor:

- 1. <u>Fails to Perform</u> the required work as specified in this RFP as determined by the City, and fails to correct the deficiency within thirty (30) days after receiving written notice from the City.
- Materially Violates Any Law or Regulation of any municipal, local, state or federal laws, rules, regulations, ordinances and specifications, in performance of this Contract.
- 3. <u>Files for Bankruptcy or Insolvency.</u> If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- 4. <u>If a petition is filed against Contractor</u> under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under other federal or state law in effect at the time relating to bankruptcy or insolvency.
- 5. Assigns this Contract or any portion thereof in violation of the Agreement.

1.3 Proposal Evaluation and Selection Process

1.3.1 Proposal Review Process Timeline

Following is an estimated timetable for the reviewing of proposals and selecting a Contractor:

<u>TASK</u>	EXPECTED DATES
1. Distribution of RFP	January 3, 2022
2. Optional Pre-Proposal Conference	January 21, 2022
3. Proposal Due Date	February 11, 2022
4. Interviews for Top Vendors (City's Discretion)	February 18, 2022
5. Consideration by City Staff (Tentative)	February 21, 2022
6. Award of Contract by the City Council	March 28, 2022
7. Contract Execution	NLT April 1, 2022
8. Begin Contracted Operations	July 1, 2022

1.3.2 Acceptance of Proposal Content

The contents of the Technical and Cost Proposal of the successful Vendor will become contractual obligations with the proposal attached by reference to the final Contract documents unless amended by the final contract. Failure of the successful Vendor to accept these obligations may result in cancellation of the award.

1.3.3 Interviews/Oral Presentation

One or more oral presentations to the City may be required prior to award of this contract. Proposers will be notified via an electronic message if oral presentations are to be scheduled.

1.3.4 Vendor Exceptions to the RFP and Contract Requirements

All aspects of the RFP and the contract terms contained in it are binding to the successful Vendor and its Technical and Cost Proposal. Vendors must call out any desired exceptions to specific requirements of the RFP and the contract terms in their Technical and Cost Proposal at the time of their submittal so that the request can be considered in the Vendor selection process. These exceptions are required to be noted in the Technical Proposal Forms under "Exceptions." The City will not be obligated to consider any requests for exceptions to specific requirements of the RFP and the proposed contract made by the selected Vendor after the due date for the Technical and Cost Proposals.

1.3.5 Exclusionary Criteria and Proposal Elimination

Submitted proposals will be subject to the following exclusionary criteria to determine if they are responsive. Those proposals failing to meet any or all of these criteria will be deemed non-responsive and may be excluded from further consideration:

- Submitted after deadline for proposals
- Did not provide all required information or required number of copies
- No signature on binding cover letter
- Bid bond, letter of credit, or certified check not provided with proposal

1.3.6 Evaluation Criteria and Contractor Selection

Proposals not excluded through this process will then receive a separate and more comprehensive evaluation.

The City has a strong interest in selecting the Vendor with the best quality and most cost effective proposal.

Proposals will be evaluated based on the following criteria:

- Vendor's related experience and strength of operations
- Technical: Vendor's work plan for completing the scope of services
- Financial: Vendor's financial stability and pricing

Each criterion is described in detail in the following sub-sections.

1.3.7 Experience/Strength of Operations Criteria and Contractor Selection

The City will consider the experience and strength of operations aspects of the Vendor's proposed services. The experience and strength of operations of each Proposer will be evaluated in terms of demonstrated performance to determine the relative ability of each Proposer to implement the program elements described in this RFP. The City is seeking to identify Proposers with demonstrated commitment to high performance and quality management. All proposals will be evaluated by criteria that will include but are not limited to:

- a. Implementation and administration of solid waste collection systems for single family including equipment selection and route design;
- Demonstrated expertise in implementing customer service programs, including the development and use of complaint handling procedures, performance measures and benchmarking;
- Experience in working with public agencies in the design, implementation and operation of public education and information programs that promote recycling participation and waste diversion;
- d. Demonstrated expertise in using data management systems to assure accurate data collection, analysis, and regular reporting to the public agency:
- e. References, including other municipal customers.

The Proposal should indicate the Proposer's level of understanding of the community and may address the Proposer's historic and expected or intended participation in community events or activities, if any.

Each Proposer's experience and strength of operations will be evaluated based on the information provided in each proposal.

1.3.8 Technical Criteria and Contractor Selection

The City will consider the technical aspects of the Vendor's proposed services to determine if the Proposer can meet the proposed performance specifications and criteria on a long-term basis. All proposals will be evaluated by criteria that will include but are not limited to:

- Capabilities and structure of management team, relationships between management team and corporate management, and internal controls;
- b. Review of performance of services similar to those proposed by the Proposer;
- Review of Proposer's detailed technical operations and equipment plans (including equipment maintenance plan) confirming the performance predictions as represented in the proposal;
- d. Ability to meet implementation schedule and the soundness of the plan for transition to operations as described in the proposal;
- e. Commitment to equal employment opportunity:
- f. Commitment to employee and public safety:
- g. Quality of employee training programs, including but not limited to these areas:

- a. Customer service
- b. Collection and disposal operations
- c. Safety, and;
- h. Other factors found to be relevant by the City:
- i. History of community support and involvement.

1.3.9 Financial Criteria and Contractor Selection

All proposals will be evaluated by criteria that will include but are not limited to:

- The financing capacity and strength of the Proposer will be considered, especially the Proposer's ability to make any needed start-up investments in equipment;
- b. Verification that the proposed costs are consistent with the activities described in the proposal and the Proposer's operations and maintenance plans;
- c. The unit costs quoted by the Proposer for each service type;
- d. Total cost over the term of the Agreement.

1.3.10 Independent Price Determination

By submission of a proposal, the Vendor is required to certify, that in connection with this proposal:

- 1. The costs in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such costs with any Proposer or with any competitor; and
- 2. Unless otherwise required by law, the costs, which have been quoted in the proposal, have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to award directly or indirectly to any other Proposer or to any competitor.

2. GENERAL PROVISIONS

2.1 Term

The initial term of the contract is for five (5) years commencing on July 1, 2022 and ending June 30, 2027. The City may renew the Contract for one (1) three (3) year term (extension) under the conditions set forth in the contract. The City shall give the Contractor written notice of its intention to extend the contract period no later than ninety (90) days prior to the expiration of the contract.

2.2 Customer Communications and Complaint Handling Procedure

The Contractor shall designate and dedicate a manager to supervise all work and operations to be performed under this contract. Said manager shall have substantial experience in the management and operation of refuse, recyclable and yard waste collection and disposal systems for a similar size service area.

The Contractor shall have at least one (1) full-time field supervisor on duty at all times, exclusively assigned to and approved by the City. The field supervisor shall familiarize him/herself with all service stops under contract. The field supervisor shall make at least one daily in person check with the City to assure pick-ups are made as scheduled, and to review any open complaints.

The field supervisor will generally have until the end of the day to resolve complaints, with a maximum time limit of 24 hours from the receipt of the complaint. The complaint resolution action will be logged no later than the next business day. Any complaint not closed-out during the required period will be noted and reviewed by the City, or its designee, to determine if liquidated damages are appropriate.

A written monthly report must be supplied to the City, or made accessible in a compatible electronic format, via email or Internet, indicating the complaints and special requests made to the Contractor by the City and/or residents, the actions taken by the Contractor, and the resolution date. The City retains the right to require the use of specific reporting means at any time, without additional cost to the City.

The Contractor shall ensure that the field supervisor is equipped with a fully functional cellular telephone by which the City may contact the field supervisor during business hours regarding, but not limited to, complaints and special pickups.

2.3 Service Standards

The Contractor shall provide complete service for each day's route as scheduled. The Contractor shall not commence collection in residential areas prior to 7:00 a.m. and shall be completed by 6:00 p.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited.

The Contractor shall pick-up all blown, littered, and broken materials occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom, shovel, and suitable absorbent material for use in cleaning up any spilled debris or material from city streets, sidewalks, or residential property when said spillage is caused by the Contractor. Care shall be taken to prevent damage to property, including lawns, shrubs, and other plants.

The contractor may be required to provide residents with standard containers for refuse and/or recycling as specified by the alternative bid pricing requested by the City in Appendix A.

The Contractor shall exercise care in the handling of containers, making certain that containers are emptied completely. The Contractor must replace containers in an erect position. In the event the Contractor damages a container(s), the Contractor shall be responsible to replace said container(s) with one of equivalent value at the Contractor's expense and within forty-eight (48) hours, excluding non-business days.

Adverse weather shall not be considered reason for not providing services unless approved by the City, which shall be not unreasonably withheld. When adverse weather conditions exist, the contractor shall notify the City if the continuation of service jeopardizes the safety of employees or the public.

All persons employed by the Contractor shall be competent, skilled and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude towards the public at all times. The Contractor shall furnish employees with uniforms, which shall be worn at all times, and shall always be as neat and clean as circumstances permit. Upon request, the Contractor shall provide the City with the status of employee participation in all employee training programs related to customer relations, services, and safety issues.

At no time shall the Contractor's employees solicit, request or receive gratuities of any kind. The Contractor shall direct its employees to avoid loud/or profane language and/or loud music at all times during the performance of their duties. Any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of their duties, or is dishonest, disorderly, intoxicated or discourteous, shall be subject to discharge by the Contractor.

The City may request the dismissal or removal of any employee of the Contractor who violates the provisions hereto, or who is wantonly negligent or discourteous in the performance of their duties.

Employees shall not trespass or loiter, cross property to adjoining premises or meddle or tamper with private or public property, and generally shall in all situations respect private property rights and privacy.

The Contractor, its employees and agents shall:

- At all times exercise a high degree of care to prevent damage to carts, lids and other personal property of the City's residents;
- Deal with residents in a professional and courteous manner; and
- Immediately clean up rubbish or refuse spilled by the workers at pick up sites.

2.3.1 Field Rules and Regulations

The Contractor, in performing services under the contract, shall abide by the following rules and regulations and such other rules and regulations as the City may promulgate from time to time.

- 1. All refuse spilled by the Contractor, or any spilled refuse caused by wind, animals, etc., shall be picked up by the Contractor in the course of its regularly scheduled pick-up.
- 2. Containers must be put back in approximately the place from where they were picked up.
- 3. Container lids shall be replaced on containers or must be neatly placed next to containers and not scattered.
- 4. Rough handling of containers will not be tolerated. Damaged containers shall be replaced or repaired by Contractor at the Contractor's expense.
- Collection crews shall neither consume controlled substances nor drink alcoholic beverages nor accept remuneration of any kind from residents while performing services under this contract. Violation of this rule shall be cause for dismissal of the employee when requested by the City.
- 6. The City expressly reserves the right to make additional reasonable rules and regulations by which the Contractor shall abide.

2.4 DETERMINATION OF RESIDENTIAL UNITS SERVICED

For the purposes of responding to this RFP, the number of residential units expected to be provided with curbside collection services is indicated in Section 1.1.2.

For billing purposes and prior to the initiation of service, the selected contractor and the City will jointly complete and agree on a total unit count for each service type and for each route day. Any changes to route days shall be specified in the proposal and subject to mutual agreement between the City and the Contractor.

2.4.1 Additions and Deletions

The number of residential units serviced for billing purposes shall be updated monthly by;

- 1) adding the number of occupancy permits for designated residential structures that require curbside collection service as issued by the Building Department of the City; and
- 2) deleting the number of completed demolition permits for designated residential structures issued by that Building Department; or in another manner deemed acceptable by the Contractor and the City.

2.5 COLLECTION AND DISPOSAL OF SOLID WASTE ON SUNDAYS

The collection and disposal of solid waste on Sundays shall not be allowed unless otherwise approved by the City. The Contractor shall not utilize Sundays as a designated collection day in the Schedule of Operations.

2.6 HOLIDAYS

The Contractor shall honor only the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

2.7 VEHICLES AND EQUIPMENT

The Contractor shall provide adequate and sufficient garages, shops, and yards to provide all-weather year round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the Contractor shall be kept and maintained in sanitary condition, in good repair, and free of visual defects, such as but not limited to, rust or body damage. Vehicles, equipment and facilities shall be subject to inspection for safety, sanitation, repair, and appearance; and subject to approval or rejection the City at any time.

The Contractor shall not use the City's name or other words implying ownership on stationery, vehicles or equipment.

The Contractor shall not use or permit any vehicle assigned to the performance of this contract to make any non-contract related collections while performing collections within the City unless approved in advance by the City.

All vehicles and equipment used in collection and transportation of refuse, recyclable, bulky items and yard waste within the City shall be of sufficient size, capacity, and number to adequately and efficiently collect these items in accordance with the terms of this contract, including under special or unique circumstances

2.8 DAMAGE TO PROPERTY

The Contractor shall be responsible for all damage incidental to the work they perform caused by them to streets, trees, landscaping driveways, buildings, sidewalks, or other structures and facilities. It shall also be the Contractor's responsibility to repair, restore or replaces trees, shrubs and turf damage by its work in an expedient manner using professional services; unless repairs cannot be made during the winter season, then such repairs shall be made no later than the end of the succeeding month of May.

Repair materials to be stored on site shall be done at a location approved by the homeowner or the City. Planking of drives and parking lots may be required by the City to prevent damage to these areas by Contractor's equipment, materials and stockpiles when making the repairs. Repairs are to be completed within five (5) business days of the damage unless the damage is extensive and requires more time; or if repairs cannot be made during the winter season. Refuse and recycling containers damaged as part of snow plowing operations will be repaired or replaced by the Contractor at no cost to the City.

2.9 LIQUIDATED DAMAGES

The City shall notify the Contractor for each violation of the contract reported to the City. It shall be the duty of the Contractor to log such City-reported complaints and take proper action to remedy the cause of the complaint within twenty-four (24) hours after notification, regardless if a weekend or holiday occurs in that 24-hour period. Failure to remedy the cause of the complaint within the specified time period shall constitute a breach of this contract. For the purpose of computing damages under the provisions of this section, it is agreed that the City shall have authority at its discretion to deduct from payments due the Contractor, the following amount as liquidated damages:

- 1. Failure to clean up spilled refuse: \$100 for each incident.
- 2. Failure to clean vehicle, conveyances, containers, and other equipment as provided in the specifications:

\$100 for each incident.

- Failure to complete all routine pickups by 6:00 p.m. on the scheduled day:
 \$100.00 for each incident with each late pickup as a separate incident.
- 4. Failure to collect refuse, recyclables, and yard waste within 24 hours after notification of a complaint:

\$100.00 for each incident.

5. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by the City:

\$500.00 for each incident.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the Contractor would default. Liquidated damages shall not be initiated for violations that occur due to events beyond the Contractor's control. In the event the Contractor does default or otherwise abandon the scope of services, the City reserves the right to collect from the Contractor or its surety, in addition to the liquidated damages, the actual damages incurred by the City as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by the City and deductions made from the payment each month to the Contractor. The decision of the City in the

matter will be binding. The Contractor may at their option initiate the dispute resolution process included in the service agreement.

2.10 Escalator Clause for Contract Price Adjustment

For services other than residential curbside service, the contract price schedule shall be reviewed and revised in June of each contract year and extension period, if any, in accordance with the most recent full calendar year annual percentage change in the referenced annual Consumer Price Index escalator, and the contract price shall be established for the next contract year beginning on July 1, following the June evaluation. No other changes in contract prices are permitted, unless by mutual agreement.

The referenced Consumer Price Index shall be the Consumer Price Index - All Urban Consumers for the Detroit-Warren-Dearborn area (all items), base period: 1982-84=100, as published by the Bureau of Labor Statistics, U.S. Department of Labor. However, the contract price adjustment shall not exceed two (2) percent or be less than zero (0), unless by mutual agreement.

In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available shall be substituted.

Proposals shall be fixed annual prices as specified on the Proposal Form. No variable fees e.g., fuel recovery fees, recycling commodity fees, etc. will be considered by the City.

2.11 Basis and Method of Payment

The Contractor shall be paid for services rendered under the terms of the Contract, within a reasonable time (normally 30-45 days) after completion of the work at month end, and receipt and approval by the City of the itemized billing showing the fees earned for the previous month. The amount remitted to the Contractor by the City shall be the number of units serviced times the rate agreed upon in the Contract for each unit, less any liquidated damages assessed for that period.

2.12 DISPOSAL OF SOLID WASTE AND OTHER MATERIALS

The City specifically reserves the right to direct the yard waste and recyclables collected under these provisions to a specific state approved disposal facility or, if appropriate, to an approved collection site, recycling facility or compost facility, upon agreement by the Contractor, which shall not be unreasonably withheld. The City retains the right to terminate the contract, on ninety (90) days written notice, if the Contractor does not comply with the direction of yard waste or recyclables as set forth. Should the City exercise its right to direct material to specific facilities, the City shall pay the disposal fees directly to such facilities, unless otherwise specified.

2.13 Access

The Contractor will not be required to pick up waste if a road becomes impassable and prohibits access to a residential unit from any direction on a roadway. The Contractor, however, will be required to notify the City of this occurrence and will be required to pick up waste at the nearest public roadway or at a point of closure.

The Contractor may be required to pick up waste in an alternate vehicle under circumstances that prohibit the standard collection vehicle from access to a residential unit.

2.14 PRIVATE DRIVEWAYS & PRIVATE ROADS

The Contractor shall not be required to enter private driveways; however, within the City there exist private roads which may service a number of residential units. The Contractor shall be responsible to service these residential units along the private roads.

If Contractor deems necessary, Contractor may obtain signed waivers from residents living along private roadways and responsible for maintenance of said roadways relieving Contractor from responsibility for damage done to the private roadways under normal operations.

If waivers are deemed necessary by Contractor, then Contractor is responsible for obtaining pre-approval of waivers by City and signed waivers from residents.

2.15 ROUTE SCHEDULE

The Contractor shall utilize the current route schedule as specified. The Contractor may propose changes to the route schedule. The proposal shall include a detailed comparison of the cost savings to the City that would occur if the proposed changes were implemented. With design consultation and written approval from the City, the Contractor shall, at the Contractor's expense, send written notice to the affected residential units through the United States Post Office detailing the changes. Said notice shall be post in the mail not less than two (2) months prior to the change of collection service.

2.16 HAULING

All solid waste hauled by the Contractor shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented.

2.17 STORMS AND OTHER DISASTERS

In case of an unusual storm or other disaster, the City may, at its discretion, grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the Contractor shall advise the City of the estimated time required before regular schedules and routes can be resumed.

In the event of damage due to storms or other special disposal needs, the City may request collection and disposal services (the use of collection vehicles with drivers and laborers to collect materials staged behind the curb or edge of shoulder). The Contractor shall be compensated at the hourly rates as quoted in the Contractor's Proposal Form.

2.18 ADDITIONAL SERVICES

The City shall not be responsible to the Contractor for any additional services that fall outside the scope of these specifications, which are provided by the Contractor without the request of the City. The Contractor shall not charge any residents for services provided under the terms of the contract, unless otherwise specified by the City.

2.19 INFRASTRUCTURE RENOVATION/STREETS BLOCKED BY CONSTRUCTION

Periodically, major rehabilitation or reconstruction is necessary to maintain the infrastructure within the City. This includes such activities as replacing gas, water and sewer lines, surfacing or resurfacing streets, and replacing wiring for telephone, electricity, or cable television.

The City will notify the Contractor in advance of public infrastructure rehabilitation/reconstruction work. If a private utility or other private infrastructure owner notifies the City or designee in advance of these types of activities, the Contractor will be notified. However, it is not uncommon for private work to be initiated without prior notification. In all cases, alternate solid waste service must be provided during periods of disruption. No additional fees shall be payable for services provided under these conditions.

2.20 PRIVATE AGREEMENTS

The Contractor may, at their option, contract with firms, individuals or agencies for collection services outside the scope of the Contract, subject to any regulations governing private collectors generally, and provided that such operations will not interfere with satisfactorily carrying out of the Work and obligations of this Contract. Negotiated rates for collection services provided to cluster housing and attached/detached condominium complexes located in the City should be the same as the current municipal Contract unit rate.

2.21 Non-Assignment

The Contractor shall not delegate or assign the Contract, or any part thereof, to an unaffiliated entity, nor shall the Contractor sub-contract the Contract or any part thereof without the prior written approval of the City, which shall not be unreasonably withheld. The Contractor may not assign any parts of the Contract via sale, merger or acquisition of the Contractor's company without the prior written approval of the City, which shall not be unreasonably withheld.

3. Specifications for Solid Waste Collection and Disposal Services

3.1 Residential Collection Services

The Contractor shall be required to maintain a high level of refuse, recycling and yard waste collection and disposal services. The Contractor shall collect; transport and dispose all refuse, recyclables, and yard waste that the resident may desire to have removed weekly. The Contractor shall collect, transport and dispose all material residents properly place at the curb, unless otherwise specified herein. Residents shall be provided with written instructions and/or explanations by the Contractor when the Contractor deems an item or items to be improperly prepared or unsuitable for curbside collection.

3.1.1 Residential Refuse Collection

The Contractor shall operate a curbside refuse collection, transportation, and disposal system, which shall result in the removal of all solid waste from all designated residential units and its being transported for disposal to an appropriate solid waste disposal facility, in accordance with all municipal, county, state and federal laws, ordinances, and regulations.

Residential premises include, but are not limited to, single-family residences, residential duplexes, and certain residential condominium units as designated by the City Manager. Residential premises shall not include apartment complexes, mobile homes and those residential condominium units not designated by the City Manager.

Refuse means all animal and vegetable food waste and all waste which normally results from the operation of a household, except body waste and yard waste, including but not limited to rubbish, metal cans, papers, cardboard, glass jars, bottles, wood, logs, ashes, sod, dirt, rocks, cement, bricks, small household appliances, furniture, plastics and any other household refuse small enough for one person to handle and no more than sixty (60) pounds.

Residents may place refuse in refuse bags, or watertight containers of substantial construction with tight fitting lids and lifting handles and not to exceed thirty-five (35) gallons in size. Refuse placed in plastic or paper bags shall be considered part of the refuse and shall be collected as part of residential solid waste collection. Total weight of a single container and its contents shall not exceed sixty (60) pounds. Some articles cannot be conveniently placed in containers. Such articles, if within the weight and size limitations, must be handled individually by the Contractor. No single piece of refuse must be collected if it weighs more than sixty (60) pounds, except bulky items as hereinafter set forth.

The City will also consider proposals that include 64-gallon or 96-gallon refuse carts to be provided to each serviced household. Should refuse carts be adopted, residents will also be able to continue to use homeowner-provided containers and/or bags as specified above.

The Contractor shall exercise reasonable care and diligence in handling containers. The City will cooperate in requiring residents, to provide and maintain suitable containers, and the Contractor must exercise due care in preventing damage to containers, thereto, and shall return all containers to an upright position with the lids replaced thereon or adjacent thereto. In the event the Contractor damages a container(s), the Contractor shall be responsible for replacing said container(s), regardless if provided by the Contractor or not, with one of equivalent value at Contractor's expense within forty-eight (48) hours (excluding Saturdays and Sundays).

The City reserves the right to impose a bag/can limit on the housing units to be serviced and implement a variable rate, bag/tag, or Pay-As-You-Throw system. Should such a system be implemented, the Contractor would only pick up bags, containers or other household items that are within the bag/can limit or are properly tagged. The City will give the Contractor ninety (90) days' notice before implementing such as system.

A written monthly tonnage report must be supplied to the City and its regional recycling authority: Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC), or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the disposal facility by the Contractor on behalf of the City. Further, the City retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the City.

3.1.2 Residential Bulky Waste

As part of the solid waste unit price and not as a separate pay item, the Contractor shall pick up as part of the refuse pick-up and shall deposit in the same truck or separate trucks if necessary all bulky items including but not limited to fixtures and furniture, storm doors and windows, tubs, toilets, sinks, carpets and pads, railroad ties, and fence posts or fences not exceeding 3' x 8' in dimension, and small quantities of building debris resulting from repair or remodeling personally done by the home occupant which have been placed at the curb. This collection is required to be made on the same day as scheduled refuse collection.

The Contractor shall not be required to collect engines, transmissions or rear axles, or bulky items resulting from the home occupant's personal repair or remodeling that exceed five feet (5') in length. The Contractor will not be required to pick up junk cars, large parts of cars, demolition materials or other material resulting from the repair or construction of buildings except as otherwise provided herein.

3.1.3 Residential White Goods

As part of the solid waste unit price and not as a separate pay item, the Contractor shall collect recyclable metal bulky items including, but not limited to household appliances such as stoves, refrigerators, freezers, washers, dryers, water heaters, water softeners and water tanks in a separate truck to be recycled and not, under any circumstances, to be landfilled. Generally, these household metal bulky items may also include small metal sheds, swimming pools, garage doors, fenders, hoods of cars, etc. This collection is required to be made on the same day as scheduled refuse collection.

The Contractor shall be responsible for complying with all applicable laws concerning the disposal or recycling of air conditioning and refrigeration equipment, including but not limited to the provisions of the Clean Air Act which prohibits the venting of refrigerants into the atmosphere. It shall be the Contractor's responsibilities to haul materials and to ensure that freon-containing materials that are not tagged are delivered to a designated facility for proper removal. Residents shall not be required to ensure that freon or other such refrigerants are removed prior to collection.

A written monthly report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the tonnage of this material that is collected and the scrap metal recycling facility to which it was delivered.

3.1.4 Tagging nonconforming containers

If at any time any form of solid waste is not collected because of nonconformance to the City requirements, it shall be tagged by the Contractor stating the reason the collection was not made. Tags shall be supplied by the Contractor and be uniform in nature and highly visible. Refuse left for any reason and not tagged will be considered a missed stop. The nonconforming item will be logged and reported to the City within 24 hours.

3.1.5 Handicap/ Door-to-Curb Pickup

There may be residential units on the collection routes that are occupied by individuals who have been determined by the City to be unable to move refuse, recyclables, and yard debris to the curb. These locations will require door-to-curb service by the Contractor as part of the regularly scheduled refuse collection and as part of the proposed solid waste unit price and not as a separate pay item. The Contractor will be required to bring the containers to the curb and will be encouraged, but not be required, to return the container to the resident's designated door.

3.1.6 Christmas Trees

Christmas trees shall be collected and disposed of by the Contractor from December 26th through the week that includes January 15th as part of the proposed solid waste unit price and not as a separate pay item.

3.1.7 Yard Waste/Lawn Debris Collection

As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the Contractor shall separately pick up unlimited, separated yard waste and lawn debris as part of the regularly scheduled collection. The period of collection shall be the Monday of the first full week of April through the Friday of the second full week of December, unless otherwise specified by mutual agreement between the Contractor and the City.

Acceptable yard waste and lawn debris shall include grass clippings, weeds, leaves, small twigs, prunings, shrub clippings, garden waste materials and fruit; old potting soil, Halloween pumpkins, dirt incidental to minor plantings or edging of lawns; brush, branches, tree trimmings, shrub clippings tied and bundled; and small shrubs and bushes with dirt removed from root systems; or any other material defined by law as "yard clippings".

Acceptable yard waste and lawn debris shall also include so called "woody" or "hard" yard waste as long as it is properly prepared. The Contractor will not be required to pick up tree branches or logs greater than six inches (6") in diameter, longer than four feet (4') in length, tied or secured with string or twine in bundles larger than eighteen inches (18") in diameter, or weighing in excess of sixty (60) pounds. Such material shall be collected as part of regular refuse collection unless otherwise prohibited by law.

The yard debris will be bundled as required, placed in large capacity kraft / paper bags or placed loose in cans with a "yard waste recycling" or "compost" sticker on the container, or otherwise clearly marked as "yard waste."

Brush, branches, tree trimmings, shrub clippings tied and bundled and set out for collection at other than the designated yard waste/lawn debris collection season shall be collected as part of the regular refuse collection, unless otherwise prohibited by law.

The Contractor will provide, upon request of the City, additional yard waste/ lawn debris collection, provided the Contractor has access to a compost site or disposal site that is open and accepting material. (Such additional collection services could be required as the result of a major storm.) The rate for this additional service shall be as specified in Appendix A.

All yard waste and lawn debris shall be transported for disposal to an appropriate compost site, in accordance with all municipal, county, state and federal laws, ordinances, and regulations, and under no circumstances to a landfill or disposal facility, unless otherwise specified herein and permitted by law. No yard waste and lawn debris may be mixed with any other refuse or recyclables.

A written monthly report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the Contractor on behalf of the City.

Upon request of the City, the Contractor shall annually provide the City, at no additional charge, two hundred (200) cubic yards of finished compost, delivered at no charge to the City to a site to be determined by the City. The City reserves the right to manage the amount delivered and the frequency at which it is supplied.

3.1.8 Recycling Collection and Disposal

As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the Contractor shall separately pick up on the same day as the regularly scheduled refuse collection any recyclable materials set-out as per the specifications identified by the City in Appendix B and as indicated MRF Services Agreement between RRRASOC and the City. Recyclable material shall be delivered to the RRRASOC MRF in accordance with the MRF Services Agreement between RRRASOC and the City and the Operating Agreement between RRRASOC and its MRF operator.

Recyclable materials shall be placed in existing 64-gallon recycling carts or recycling bins. The Contractor will be responsible for replacing any carts or bins damaged by the Contractor within twenty-four (24) hours. The Contractor will provide the City with an additional inventory of replacement carts or bins at its cost, upon request by the City.

The City will also consider proposals that include 64-gallon recycling carts to be provided to each serviced household.

A written monthly set-out rate report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or Internet, identifying the number of recycling bins and recycling carts that are set out for collection on each route day of the month and identifying the total number of households on each route day.

A written monthly report must be supplied to the City and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the Contractor on behalf of the City. Further, the City retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the City.

3.2 Other Municipal Solid Waste Services

The City may request other Municipal Solid Waste Services including, but not limited to, service for special events, solid waste container service at municipal buildings and facilities, cleanup assistance, and Department of Public Works (DPW) debris transport and disposal. Such services shall be billed in accordance with the Cost Forms included herein and included in the monthly invoice submitted to the City.

3.3 Residential Refuse and Recyclable Collection Education Program

The Contractor shall be responsible for the successful and smooth transition to any new collection services in a timely manner. If deemed applicable by the City, the Contractor shall be responsible for all facets, including but not limited to all labor, materials, layout and setup costs, printing costs, delivery and/or postage and any other related expenses for the education of the residents of the new collection services. The education program and all associated literature must first be approved by the City. The program, at a minimum, must include the requirements as specified herein.

No later than May 14, 2022 the Contractor shall have delivered City wide, via the USPS, or by other means approved by the City, the initial educational program information. The literature should be full color and must at a minimum include the delivery dates of the residential refuse and recyclable carts, program start dates, route schedules, instructions for setting the carts next to the street, lists of all acceptable refuse, recyclables, yard waste and bulky and large items. The information will also be provided electronic via a website link.

The Contractor shall prepare and provide a Public Service Video, approved by the City, to be broadcast via the City's cable channels and other social media means.

The Contractor set up at the City Hall eye catching and informative displays that at a minimum include overviews of the new program, samples of the program's carts, and program literature.

A second city-wide mailing, no later than one full week prior to the initial pickup date of the program shall be delivered reminding participants of the program start date, the hot line phone number and where literature is available.

Additional copies of the program literature must be made available upon request of the City at no additional expense for distribution in City buildings for new residents.

A detailed description of the proposed Education Program and samples of educational literature used in other programs should be included in the proposal.

4. Submission Requirements and Forms

Proposers will submit a proposal package consisting of three sections. The three sections, with more detailed requirements following, are:

Section I: Proposal Summary

· Section II: Solid Waste Disposal Services Technical Proposal

Section III: Solid Waste Disposal Services Cost Proposal

4.1 Proposal Summary

The Proposal Summary section is intended to serve as the document that proposal evaluators can use to quickly understand technical, business and cost aspects of the proposal. The items listed in the following subsections are required elements of the Proposal Summary.

4.1.1 Bid Bond

All Technical and Cost Proposals must be accompanied by a bid bond, letter of credit, or certified check drawn on a solvent bank or savings and loan association, payable to the City of South Lyon in the sum of one hundred thousand (\$100,000.00) dollars as a guarantee. Bid bonds will be sent back to all unsuccessful Proposers. Failure to submit a proper bid bond may invalidate the proposal.

Required bonds shall be provided by a company licensed to do business in the State of Michigan and acceptable to the City. Should the successful selected Proposer refuse to enter into a Contract, the amount of the proposal security shall be forfeited to the City as liquidated damages, not as a penalty.

Include with the Proposal Form, a letter from a Surety, licensed to do business in the State of Michigan, stating that Proposer is able to obtain a performance bond in the sum equal to the amount that the Contractor will be required to furnish the City, in the event Contractor fails to faithfully perform Contractor's obligations under this Contract.

4.1.2 Proposal Authorization Signature

The Transmittal/Certification letter must be signed by an officer of the proposing organization empowered to sign a document that commits the Proposer to the obligations in the proposal.

4.1.3 Introduction to Proposal

Proposers should provide an overview of their proposal including a brief summary of the Proposer, their services, corporate ownership, resources, relevant municipal service experience, and ability to meet the needs of the City as expressed in this RFP.

4.2 Technical Proposal

The Technical Proposal is intended to serve as the document that proposal evaluators can use to quickly assimilate all technical and business aspects of the proposal. The items listed in the following subsections are required elements of the Technical Proposal. A proposal checklist and required forms are contained in Appendix D: Technical Proposal Forms and Checklist.

4.2.1 Proposer's Statement of Organization (Form A)

Complete Form A, provided in Appendix D: Technical Proposal Forms and Checklist. Form A is a required form, showing the Proposer's organization, which must be completed as part of the Proposal. The questions that are not applicable should be included and marked "Not Applicable". The purpose of the form is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Attach additional sheets if more space is required. If Form A is not completed in full, it may result in disgualification.

4.2.2 Proposer's Staffing (Form B)

Complete Form B, provided in Appendix D: Technical Proposal Forms and Checklist. Form B is a required form, showing the Proposer's staffing structure and management credentials, and must be completed as part of the Proposal. The questions that are not applicable should be included and marked "Not Applicable". The purpose of the form is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Attach additional sheets if more space is required. If Form B is not completed in full, it may result in disqualification.

4.2.3 Collection Services Proposal – Summary Description

Proposers should provide a condensed description of the proposed collection services by service type. The description should be complete from the point of central operations and beginning of day vehicle staging (route assignments, preventative maintenance, etc.) through to route operation (e.g. driver route sheets, base to vehicle communication, safety procedures, etc.), and to final end-of-day shutdown procedures.

The Collection Services Proposal – Summary Description must be specific to the proposed service type(s).

Customer Service Plan: A detailed customer service plan that specifies customer service operations, such as the following:

- · Customer communications program,
- · Customer inquiry/complaint processing systems,
- Ongoing distribution procedures for additional containers, and
- · Ongoing coordination with the City's public education and outreach program.

Collection Operations Plan: A detailed collection operations plan that presents the specific collection programs that will be implemented. This should include:

- Vehicle collection schedule information.
- Vehicle and container maintenance program, including response/replacement/repair time for vehicles on route.
- Staffing requirements, including physical and substances abuse testing requirements.
- Office and operations yard location.
- Hazardous waste management protocols.
- Health and safety management procedures.
- Additional material that the Proposer feels is required to ensure a smooth transition and superior program performance.

4.2.4 Equipment Plan and Collection Vehicles (Form C)

The Proposer shall prepare and submit an Equipment Plan outlining the type of vehicles to be used, past Proposer's experience of other comparable programs with this type of vehicle, whether the vehicles will be leased or owned, the methods which will be used and sequence of steps required to load and unload collected materials, the compatibility if the vehicle design with the design of the facility to which the collected materials will be taken, the size of crew required per vehicle and their responsibilities, the number of vehicles required for the program, the capacity of the vehicles, and the scheduled maintenance and cleaning of the vehicles.

The Equipment Plan shall include a completed Form C, provided under Appendix D: Technical Proposal Forms and Checklist. Form C is a required form, showing the Proposer's proposed collection equipment for the various types of solid waste and recycling services, all of which must be completed as part of the Proposal. The questions that are not applicable should be included and marked "Not Applicable". The purpose of these forms is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Attach additional sheets if more space is required. If Form C is not completed in full, it may result in disqualification.

4.2.5 Exceptions (Form D)

Complete Form D if Proposer intends to take any exceptions to the program specifications set forth in the RFP documents. Instructions contained as part of Form D indicate that Proposers are to prepare the Cost Proposal forms based on the program specification set forth in the RFP documents without considering any exceptions that may be set forth on this form. In the event the Proposer takes exception to the RFP specifications, they may set forth those exceptions in the manner described in Form D.

4.2.6 Financial Qualifications

Proposers must provide a description of relevant Financial Qualifications as described below. The City will make best efforts, but make no representation that it will be able to maintain total confidentiality of Proposer's financial information. A Proposer that submits financial information that asks to have that information treated as confidential should submit a statement justifying the request, cross reference it in the proposal and label such confidential information as a separate attachment, clearly identifying it as confidential. At all times, the City will comply with the provisions of the Michigan Freedom of Information Act as required by state law.

Financial information to be included with the Proposal includes:

- A. The proposed Vendor's summary financial statements for the past three fiscal years. These statements must include, at a minimum, statements of financial position and changes in financial position.
- B. If the entity that will sign the Agreement has a parent company, the parent company must also provide financial statements for the most recent three fiscal years. The parent company must provide a statement indicating its intent and means to provide financial assurance of performance.
- C. If the entity that will sign the Agreement has been in existence less than three years, the Proposer must provide sufficient financial data to substantiate, to the satisfaction of the City, the Proposer's financial capability and viability of the entity.
- D. In addition to the financial statements, the Proposer must provide a statement from the Chief Financial Officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent company or owners if they are providing financial assurance of performance) since the date of the last audited financial statements.
- E. Financing of the services and equipment will be the sole responsibility of the successful Proposer. Proposer must demonstrate that it can provide the required financing from either 1) internally generated funds or 2) commitments from external sources.
- F. Disclose any changes or contemplated changes in the structure of the firm (e.g. mergers, spin-offs, and acquisitions) that may impact its financial condition.

The City reserve the right to require submission by Proposer, at no cost to the City, of certified audited financial statements for the Proposer, and/or an opinion by a Certified Public Accountant with regard to the financial status of such Proposer, including ownership of, or interest in, equipment and facilities prior to award of an Agreement.

4.2.7 Litigation History

- A. The Proposer must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$100,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Proposer must provide the following:
 - The name of the claim, arbitration, litigation or action
 - · The amount at issue or the criminal charges alleged, and
 - · The status or final disposition of the case.
- B. The Proposer must also provide details of any current or threatened legal actions in Michigan against the Proposer or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Proposer or its parent company for services relating to solid waste management, or against such a government entity by the Proposer or its parent company or joint venture company(ies). For each action, the Proposer must provide the following:
 - The name of the action and the court in which the action is pending
 - The action number and the amount at issue.
- C. The Proposer shall provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Michigan Department of Environmental Quality or a Local Enforcement Agency. The list shall include name of the regulatory agency and the date of enforcement action.
- D. The Proposer shall inform the City if it has had a permit, franchise, license, entitlements or business licenses that have been revoked or suspended in the last five (5) years.
- E. The Proposer must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five (5) years.

4.3 Collection Services Cost Proposal

Each Proposer shall submit a Cost Proposal for Refuse, Recycling and Yard Waste Collection Services that includes all cost information as identified and described below. A proposal checklist and required forms are contained in Appendix A: Cost Proposal Checklist and Forms.

4.3.1 Collection Cost Proposal Signature Page

The Collection Cost Proposal Signature Page must be signed by an officer of the proposing organization empowered to sign a document that commits the Proposer to the price quotes stated in the Collection Cost Proposals.

4.3.2 Collection Services Cost Proposal

The Collection Cost Proposal Form must be filled out in full in order to have the cost proposals in the evaluation process. Unless otherwise stated, price quotes are per unit as specified in the form. All prices quoted are for services as described in this RFP unless the Proposer submits specific exceptions as part of Technical Proposal Form G: Exceptions.

Costs for residential curbside service are to be per household per year effective July 1, 2022 and inclusive of any disposal costs, tip fees, surcharges, or taxes.

Costs for other services are per unit as of July 1, 2022 and inclusive of any disposal costs, tip fees, surcharges, or taxes. Unit prices for other services may be adjusted annually in accordance with Section 2.10 of this RFP.

City of South Lyon Request For Proposals Collection And Disposal of Solid Waste: Refuse, Recyclables, Yard Waste, and Other Services

Appendix A Cost Proposal Checklist And Forms

Check	list:
	Collection Cost Proposal – Form Signature Page
	Collection Cost Proposal – Residential Curbside Collection Cost Form
	_ Collection Cost Proposal – Other Municipal Solid Waste Service

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Appendix A Collection Cost Proposal Form Signature Page City of South Lyon

COMPANY NAME:
ADDRESS:
ADDRESS:
CITY/STATE/ZIP:
PHONE:
FAX:
The undersigned has examined the complete Request for Proposals and its requirements contained in this solicitation and is submitting the following Cost Proposal Form in full compliance with those requirements including the Independent Price Determination requirements defined in Section 1.3.10 of this RFP.
PROPOSER acknowledges receipt of the following ADDENDUM (if applicable):
1: AUTHORIZED SIGNATURE:
The undersigned states that this price quote is submitted in full compliance with the provision of the RFP to which this Cost Proposal is a response:
SIGNATURE:
NAME/TITLE:
EMAIL:
DATE: _

Appendix A Collection Cost Proposal – Residential Curbside Collection and Disposal Services

Costs for residential curbside service are to be per household per year and inclusive of any disposal costs, tipping fees, surcharges, or taxes in effect as of July 1, 2022.

Residential Rate – As-is Service. Homeowner-provided refuse container or bags; Recycling with existing carts and bins; Homeowner-provided yard waste bags/containers; bulky items.

Year 1	Year 2	Year 3	Year 4	Year 5
Year 6 Option	Year 7 Option	Year 8 Option		
•	· ·			

Alternate 1: Residential Rate with Recycling Carts. Homeowner-provided refuse container or bags; Recycling with Contractor-provided 64- gallon recycling carts; Homeowner-provided yard waste bags/containers; bulky items. Selected contractor maintains ownership of the carts and will be responsible for maintenance/replacement.

Year 1	Year 2	Year 3	Year 4	Year 5
Year 6 Option	Year 7 Option	Year 8 Option		

Alternate 2: Residential Rate with Refuse and Recycling Carts. Contractor-provided 64-gallon or 96-gallon refuse carts; Recycling with Contractor-provided recycling carts; Homeowner-provided yard waste bags/containers; bulky items. Selected contractor maintains ownership of the carts and will be responsible for maintenance/replacement.

ar 2	Year 3	Year 4	Year 5
ar 7 Option	Year 8 Option		

Appendix A Collection Cost Proposal – Other Municipal Solid Waste Services

Special Services and Disposal	Price
Pickup Truck and Crew, \$/hour	
Stake Truck and Crew, \$/hour	
Dump Truck and Crew, \$/hour	
Rear Load Compacting Truck & Crew, \$/hour	
Front Load Compacting Truck & Crew, \$/hour	·
Roll-off Truck and Crew, \$/hour	
"Log Grabber" Truck and Crew, \$/hour	
Skid Steer w/Grapple Bucket & Crew, \$/hour	
Front-End Loader and Crew, \$/hour	
DPW Debris Disposal ⁽²⁾ , \$/ton	
Leaf Vacuum Program Leaf Disposal, \$/ton	
C & D Debris Disposal, \$/ton	
Solid Waste Containers	Price
96 Gallon Cart, cost per pull (hauling & disposal)	
96 Gallon Cart, cost per pull (nauling & disposal) 96 Gallon Cart, rental cost/month	
96 Gallon Cart, rental cost/month	
96 Gallon Cart, rental cost/month 4 CY Dumpster, cost per pull (hauling & disposal)	
96 Gallon Cart, rental cost/month 4 CY Dumpster, cost per pull (hauling & disposal) 4 CY Dumpster, rental cost/month	
96 Gallon Cart, rental cost/month 4 CY Dumpster, cost per pull (hauling & disposal) 4 CY Dumpster, rental cost/month 6 CY Dumpster, cost per pull (hauling & disposal)	
96 Gallon Cart, rental cost/month 4 CY Dumpster, cost per pull (hauling & disposal) 4 CY Dumpster, rental cost/month 6 CY Dumpster, cost per pull (hauling & disposal) 6 CY Dumpster, rental cost/month	
96 Gallon Cart, rental cost/month 4 CY Dumpster, cost per pull (hauling & disposal) 4 CY Dumpster, rental cost/month 6 CY Dumpster, cost per pull (hauling & disposal) 6 CY Dumpster, rental cost/month 8 CY Dumpster, cost per pull (hauling & disposal)	
96 Gallon Cart, rental cost/month 4 CY Dumpster, cost per pull (hauling & disposal) 4 CY Dumpster, rental cost/month 6 CY Dumpster, cost per pull (hauling & disposal) 6 CY Dumpster, rental cost/month 8 CY Dumpster, cost per pull (hauling & disposal) 8 CY Dumpster, rental cost/month	
96 Gallon Cart, rental cost/month 4 CY Dumpster, cost per pull (hauling & disposal) 4 CY Dumpster, rental cost/month 6 CY Dumpster, cost per pull (hauling & disposal) 6 CY Dumpster, rental cost/month 8 CY Dumpster, cost per pull (hauling & disposal) 8 CY Dumpster, rental cost/month 10 CY Roll-off, cost per pull (hauling & disposal)	
96 Gallon Cart, rental cost/month 4 CY Dumpster, cost per pull (hauling & disposal) 4 CY Dumpster, rental cost/month 6 CY Dumpster, cost per pull (hauling & disposal) 6 CY Dumpster, rental cost/month 8 CY Dumpster, cost per pull (hauling & disposal) 8 CY Dumpster, rental cost/month 10 CY Roll-off, cost per pull (hauling & disposal) 10 CY Roll-off, rental cost/month	
96 Gallon Cart, rental cost/month 4 CY Dumpster, cost per pull (hauling & disposal) 4 CY Dumpster, rental cost/month 6 CY Dumpster, cost per pull (hauling & disposal) 6 CY Dumpster, rental cost/month 8 CY Dumpster, cost per pull (hauling & disposal) 8 CY Dumpster, rental cost/month 10 CY Roll-off, cost per pull (hauling & disposal) 10 CY Roll-off, rental cost/month 30 CY Roll-off, cost per pull (hauling & disposal)	

Recycling Containers	Price
96 Gallon Cart, cost per pull (hauling only)	
96 Gallon Cart, rental cost/month	
4 CY Dumpster, cost per pull (hauling only)	
4 CY Dumpster, rental cost/month	
6 CY Dumpster, cost per pull (hauling only)	
6 CY Dumpster, rental cost/month	
8 CY Dumpster, cost per pull (hauling only)	
8 CY Dumpster, rental cost/month	
10 CY Roll-off, cost per pull (hauling only)	· ·
10 CY Roll-off, rental cost/month	
30 CY Roll-off, cost per pull (hauling only)	
30 CY Roll-off, rental cost/month	
40 CY Roll-off cost per pull (hauling only)	
40 CY Roll-off, rental cost/month	

Appendix B Resource Recovery & Recycling Authority of Southwest Oakland County (RRRASOC)

Material Recovery Facility (MRF) Delivery Standards

Single Stream Recyclables consist of the following, loose, uncompacted, and commingled:

- Glass, transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
- · Aluminum used beverage containers and foil clean of food.
- All plastic bottles and containers with 1, 2, 4, 5, 6 (excluding expanded polystyrene foam or styrofoam) and 7 including but not limited to:
 - HDPE plastic bottles (RIC Code #2) blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable.
 - PET plastic bottles (RIC Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottles, dishwashing soap bottles, and some shampoo bottles.
 - o Agricultural Plant trays and Pots (clean, free of residue and soil).
 - Plastic Household Tubs/containers #1, 2 and 4-7, which includes plastic yogurt and margarine tubs, frozen concentrated juice containers, Folgers coffee containers, freezer microwave trays, berry boxes (#1) including attached lids, salad/carryout boxes (#1) (clean, free of residue and soil). #3 is not acceptable.
 - Pots and pans.
 - Multi-coated/plastic-coated paper beverage cartons: including milk and juice cartons (Aseptic).
 - Bulky high-density polyethylene (HDPE) is defined as large HDPE items (buckets, crates, toys, trays, furniture, bins, barrels etc.). This category is often referred to as "Injection HDPE".
 - o No Plastic film. No plastic bags.
- ONP old newspapers and advertisement inserts, loose or placed in Kraft (brown)
 paper bags. Old newspaper that contains incidental moisture from rain on
 collection days is acceptable. Soaked paper or yellowed newsprint is
 unacceptable.
- OMG old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags, with the exception

of wet material or material that was once wet.

- OCC old corrugated containers (cardboard) that are flattened and either cut
 down or folded to size no more than 3 by 2 feet and that have liners of Kraft,
 jute, or test liner. Staples and tape with water-soluble glues do not have to be
 removed. OCC can be damp but not soaked. Wax-coated and oriental old
 corrugated containers are not acceptable.
- Kraft (brown) paper bags all sizes of loose, bundled or bagged Kraft paper grocery sacks.
- Junk mail all dry, loose or bagged bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
- High-grade paper all dry, loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Boxboard all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoeboxes, and other similar packaging. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- Telephone Books.

Maximum allowable contamination rate is 8%.

DELIVERY RULES AND REGULATIONS

- Residents and businesses are encouraged to discard containers' contents, labels, caps, and rings, and to rinse containers; but there is no requirement for these to be removed from Recyclable Materials.
- Materials delivered as either Commingled Containers or Commingled Fiber or Single Stream Recyclables will contain all of the commingled items listed for each category and in proportions that can be reasonably expected from a municipal curbside collection recycling program.
- Recyclables will not be delivered in bags unless specifically allowed or directed above.
- Loads will be considered non-conforming to Facility Delivery Standards if: 1. They are found to be contaminated with Hazardous or Infectious Waste and/or is unprocessible; or 2. A load contains more than the maximum allowable contamination of materials that are not acceptable as Recyclables, but are not Hazardous or Infectious Waste.

Appendix C Performance Bond Required Bond Language

KNOW ALL MEN BY THESE PRESENTS THAT as Principal, hereinafter called the CONTRACTOR, and
as Surety, hereinafter called Surety, and held and firmly bound unto
CITY OF SOUTH LYON, MICHIGAN
as Obligee, hereinafter called the OWNER, in the amount of
for the payment of which the CONTRACTOR and SURETY bind themselves, their heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the CONTRACTOR has been awarded a Contract by the OWNER for the provision of
Collection and Disposal of Solid Waste: Refuse, Recyclables & Yard Waste and Other Services

in accordance with the Specifications prepared by the City of South Lyon, which award was conditioned on the CONTRACTOR providing this Performance Bond and which Contract upon being fully executed by the OWNER and the CONTRACTOR shall by reference automatically be made a part hereof, and is hereinafter referred to as "the Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CONTRACTOR shall promptly and faithfully perform said Contract, in accordance with the terms and conditions of the Contract, then the CONTRACTOR and SURETY shall have no further obligation under this bond; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

- 1. The SURETY hereby waives notice of any alteration or extension of time under the Contract made by the OWNER.
- 2. SURETY'S obligation under this Performance Bond shall arise after the OWNER has declared a Contractor Default as defined below, formally terminated the Contract or the CONTRACTOR'S right to complete the Contract, and notified the SURETY of the OWNER'S claim under this Performance Bond.
- 3. When the OWNER has satisfied the conditions of Paragraph 2 above, the SURETY shall, at the SURETY'S sole cost and expense, undertake one or more of the following actions:

- a. Arrange for the CONTRACTOR to perform and complete the Contract; provided, however, that the SURETY may not proceed with this option, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason; or
- b. Perform and complete the Contract itself, through qualified contractors who are acceptable to the OWNER, through a contract between the SURETY and qualified contractors, performance and completion of which shall be undertaken in strict accordance with the terms and conditions of the Contract, including (but not limited to) time for completion; or
- C. Tender payment to the OWNER in the amount of all losses incurred by the OWNER as a result of the Contractor Default, as determined by the OWNER, for which the SURETY is liable to the OWNER, including all costs of completion of the Contract and all consequential losses, costs, and expenses incurred by the OWNER as a result of the Contractor Default, and including all unpaid fees or payments owed to the OWNER by the CONTRACTOR under the Contract, except that SURETY'S payment under this option shall in no event exceed the limit of the Bond Amount. The SURETY may not proceed with this option, in lieu of the options set forth in paragraphs (a) or (b) above, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason.
- 4. The SURETY shall proceed under Paragraph 3, above, within fourteen (14) business days after notice from the OWNER to the SURETY of the Contractor Default, of the formal termination of the Contract or the CONTRACTOR'S right to complete the Contract, and of the OWNER'S intention to have SURETY complete the Contract, except that SURETY shall proceed within twenty-four (24) hours after notice where the notice states that immediate action by SURETY is necessary to safeguard life or property.
- 5. If SURETY fails to proceed in accordance with Paragraphs 3 and 4, above, then SURETY shall be deemed to be in default on this Performance Bond three (3) business days after receipt of written notice from OWNER to SURETY demanding that SURETY perform its obligations under this Performance Bond. Thereafter, if notice to SURETY is without effect, OWNER shall be entitled to enforce any legal or equitable remedies available to OWNER, including completion of the Contract by contractors of its own choosing or OWNER'S employees or agents, and CONTRACTOR and SURETY shall, jointly and severally, be liable for all costs of such completion and all consequential losses, costs, and expenses so incurred (including all unpaid fees and expenses owed to the OWNER by the CONTRACTOR as a result of the CONTRACTOR'S default).
- 6. After OWNER has terminated the Contract or the CONTRACTOR'S right to complete the Contract, and if SURETY is proceeding under subparagraphs 3(a) or 3)b) above, then the responsibilities of SURETY to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the SURETY shall not be greater than those of the OWNER under the

Contract. SURETY shall be obligated to the limit of Bond Amount as set forth on the front page; subject, however, to a commitment by the OWNER for payment to the SURETY of the Balance of the Contract Price in mitigation of costs and damages on the Contract. SURETY shall be obligated, without duplication, for:

- a. The responsibilities of CONTRACTOR for correction of defective or unsuitable work and performance and completion of the Contract.
- Additional legal, design professional, and delay costs incurred by the OWNER as a result of the Contractor's Default, and as a result of SURETY'S actions or failures to act under Paragraph 5, above;
- c. Liquidated damages as specified in the Contract, or, if no liquidated damages are specified in the Contract, actual damages and consequential damages incurred by the OWNER as a result of delayed performance or nonperformance of Contract by the CONTRACTOR or the SURETY; and
- d. Payment of all unpaid and due and owing fees or payments owed to the OWNER under the Contract at the time of the Contractor Default.
- 7. To the extent of payment to the SURETY of the Balance of the Contract Price, SURETY shall defend, indemnify, and hold harmless OWNER from all claims, suits, causes of actions, and demands (including all costs of litigation and a reasonable attorney's fee), which are brought against the OWNER by the CONTRACTOR or by any other party and which arise from or by reason of payment to the SURETY the Balance of the Contract Price.
- 8. All notices to SURETY or CONTRACTOR shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in address of SURETY or CONTRACTOR, such party shall promptly provide notice to the OWNER and the other party, with such notice to include the Contract number and this Performance Bond number.
- 9. Any provision of this Performance Bond that conflicts with the statutory or legal requirements of Michigan Public Act 213 of 1963 shall be deemed deleted here from and the provisions of such statutory or other legal requirements shall be deemed incorporated herein.
- 10. The law controlling the interpretation or enforcement of this Performance Bond shall be Michigan law.

11. Definitions

a. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including change orders and credits due the OWNER, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract and reduced further by all direct costs and expenses incurred by the OWNER as a result of the Contractor Default, including cots of additional supervision or inspection by OWNER

2022 Solid Waste, Recycling, Yard Waste, and Other Services Request for Proposals C-3

- of the CONTRACTOR'S work under the Contract and fees and expenses paid to consultants or others hired by the OWNER for purposes of monitoring or investigating the CONTRACTOR'S work under the Contract.
- b. Contract: The agreement between the OWNER and the CONTRACTOR identified on the front page.
- c. Contractor Default: "Contractor Default" shall mean the failure or refusal of the CONTRACTOR, after written notice from the OWNER, to cure or remedy, or commence to sure or remedy, a violation of the contract within the time for such cure or remedy under the Contract. "Contractor Default" shall also mean the occurrence of an "event of default" or a "termination for cause" as those or similar terms are defined or provided for in the Contract's terms, conditions, and provisions.

Signed and Sealed This	day of	,20
In the Presence of:	(fill-in name of contractor)
WITNESS		
	Principal	
	Title	
WITNESS		
	Surety	
	Title	
	Address of Surety	<u></u>
Bond No.	City	Zip Code

Appendix D Technical Proposal Checklist And Forms

Cneck	IIST:
Propos	sal Summary
	Transmittal/Certification Letter w/Signature Introduction to Proposal Bid Bond Letter from Surety regarding Performance Bond
Techni	ical Proposal Forms
	Form A: Statement of Organization
	Form B: Staffing
	Form C: Equipment Plan and Collection Vehicles
	Form D: Exceptions
Other	
	Financial Qualifications
	Litigation History
	Public Education Program – Description and Sample Materials

Appendix D: Technical Proposal Form A

Proposer's Statement of Organization

Principai Busine	ss Address:		
			
· · · · · · · · · · · · · · · · · · ·			
	····		
Principal Contac	ct Person(s):		
·			
· · · · · · · · · · · · · · · · · · ·			
Form of Busines	ss Concern (Corporation, F	Partnership, Joint Venture, Oth	er)
If a corporation,	in what state Incorporated	and date of Incorporation:	
State:	D	ate:	
has the authority	of partners or officers as a y to sign in name of Propo amed to legally bind the Pr	ppropriate and indicate if the i ser. Provide proof of the abilit oposer:	ndiv y of
	Add	ress	
Name			

TECHNICAL PROPOSAL FORM A CONTINUED

	 <u> </u>	-	

Appendix D: Technical Proposal Form B

Proposer's Staffing

- 1: Organizational Chart: Attach an organizational chart(s) for the Proposer's staff, showing for each Service Type the necessary staffing by position, number of staff per position and organizational responsibilities of each staff position and qualifications required for each position.
- 2: Professional/Management Staff Resumes: For professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual(s) areas of expertise and experience. Resumes must be provided in the following format, however additional information may be provided at the option of the Proposer.
 - 1: Names and Title
 - 2: Project Assignment
 - 3: Name of Company working for:
 - 4: Years Experience with:

This Company:

With Other Similar Companies:

5: Education:

Degrees:

Year and Specialization:

- 6: Professional References: (List a minimum of 3)
- 7: Other Relevant Experience and Qualifications

List Names and Titles of Attached Professional/Management Staff Resumes:

1: Name	Title	
2: Name	Title	
3: Name		
4: Name	Title	
5: Name	Title	
6: Name	Title	
7: Name	Title	

Appendix D: Technical Proposal Form C

Equipment Plan and Collection Vehicles

No vehicle used in servicing this Contract shall be more than four (4) years old as of October 1, 2021, or the date service commences under the Contract, whichever comes first. Any vehicle reaching ten (10) years of age during the term of this Contract shall be taken out of service for purposes of the Contract's services in compliance with the Contract so that at all times no vehicle older than ten years operates on the City's streets.

 Using the template below as a guide, list the vehicle information for each service category indicating how many front-line route trucks will be used each week. This is not to reflect an equipment list of all of the equipment available on Contractor's facility.

Indicate the number of each model and make listed; if they are currently owned; if onsite at the hauler's location; the License number's and any company vehicle id #; and the date of delivery if not currently owned or onsite. The information provided on this form demonstrates Contractor's qualifications and ability to perform the required services by having sufficient vehicle inventory. Demonstration of inventory can be established by current ownership of the vehicles with license # or vehicle id#; or, when vehicles are to be purchased, by attaching to the completed form documentation signed by the manufacturer or dealer demonstrating Contractor's option to buy if awarded the contract and promised delivery date for the vehicles identified on the form. Under each category of vehicle, list the Spare unit(s) available (see 3, below).

Residential Refuse Collection

Service Type	Chassis Make/Model/Yr	Body Make /Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date

Residential Recycling

Service Type	Chassis Make/Model/Yr	Body Make /Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date

Residential Yard Waste

Service Type	Chassis Make/Model/Yr	Body Make /Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date
		·			

Residential Bulk Collection

Service Type	Chassis Make/Model/Yr	Body Make /Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date

- 2. State Contractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedules for preventative maintenance. Specify any services subcontracted and to whom.
- 3. State arrangement and schedule for vehicle repair. List number and types of standby collection vehicles, if any, Contractor could temporarily provide in the event of a major vehicle malfunction or repair.
- 4. List Contractor's procedures to be used to deal with equipment breakdowns. Describe for pre-route breakdowns and on-route breakdowns. Use additional pages or attachments if necessary.

Appendix D: Technical Proposal Form D

Exceptions

Proposers are to prepare the Cost Proposal forms based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form.

In the event the Proposer takes exception to the RFP specifications, they may set forth those exceptions in the following manner.

- 1: The exceptions are to be presented on a paper whose pages are titled, "Form D: Exceptions"
- 2: Each exception must be presented separately by stating the specific exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City of South Lyon, its customers or both, and the specific dollar change in each of the various service rates, as proposed by the Proposer in this RFP, that would take place if the exception was accepted by the City of South Lyon.
- 3: The exceptions must be followed with the following language without exception.
 - "Except as set forth above, Proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Agreement. The Proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."
- 4: This form must be signed by an individual authorized to commit the Proposer's firm to the Agreement in the manner set forth below.

Signature:	
Type Name:	
Title:	
Date:	

Please note that if exceptions are taken, all required information, as set forth above <u>must</u> be submitted.

November 2, 2021 Election Results by Precinct

South Lyon, Precinct 1

Votes cast 704

Registered voters in precinct 3,247

21.68%

South Lyon, Precinct 2

Votes cast 365

Registered voters in precinct 2,207

16.54%

South Lyon, Precinct 3

Votes cast 514

Registered voters in precinct 2,341

21.96%

South Lyon, Precinct 4

Votes cast 242

Registered voters in precinct 1,721

14.06%

Total Number of Voters

1,825 = 18.56% of total voters

LADIES' NIGHT OUT 5-9pm



Dountown South Eyen



Saturday, December 1

