

# **Regular City Council Meeting**

## **Agenda**

### **April 24, 2023**

**7:30 p.m.**      **Call to Order**  
**Pledge of Allegiance**  
**Roll Call**  
**Approval of City Council Minutes: April 5, 2023 and April 10, 2023**  
**Approval of Bills: None**  
**Approval of Agenda**  
**Consent Agenda**

**Proclamation – Phillips Funeral Home**

**Public Comment**

**Discussion - Downtown**

**Fire Chief Report**  
**Police Chief Report**

**I.     Unfinished Business**

- II.    New Business**
- 1. Complete Distribution System Materials Inventory**
  - 2. Horizontal Pressure Filter Repair**

**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 meeting

### **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.

South Lyon City Council Budget Meeting  
April 5, 2023

Mayor Pelchat called the meeting to order at 6:00 p.m.

Mayor Pelchat led those present in the pledge of Allegiance.

Present: Mayor Pelchat, Councilmembers: Dilg, Hansen, Mosier, Kurtzweil, Kennedy and Kivell

Also Present: City Manager Zelenak, Fire Chief Thorington, Police Chief Baaki, Assistant Director of DPW Archey, Foreman of the Water and Sewer Dept Beason, Finance and Benefit Administrator Tiernan and Clerk Deaton

Downtown Director Mack joined via video call.

### NEW BUSINESS

#### 1. 2023 Budget Overview

City Manager Zelenak stated the budget was prepared based upon City Council recommendation, staff input, and review of needs of departments and the community. The numbers are reflective of expected revenues that are to be received based upon taxable values provided by Oakland County Equalization and the proposed millage. No changes in the millage rates are proposed. He stated we've had discussions regarding the ARPA funds and with the Council recommendations, we will be using some of those funds to replace trailway bridges near Andover Park and MST as well as increasing security measures at all of our buildings.

#### 2. Department Budgets

##### DDA

DDA Director Nate Mack stated the DDA is a part of the Main Street Program and the budget was based on their 4 point management strategy which includes, organization, design, promotion and economic vitality. He then discussed the increase in revenue based on an increased TIF capture, DDA efforts, the Farmers Market, and sponsorships. He then discussed some of the expenditures such as labor for hiring someone to install and remove the holiday lights downtown, sign grants for the downtown businesses, community events, and the cost to rent the facility for the Winter Farmers Market. He also discussed the capital improvements in the budget for new garbage cans downtown and EV charging station fees. Further discussion was held regarding the wages for the Farmers Market Manager. Mr. Mack and Council also discussed having better signage for the Winter Farmers Market. Discussion was held regarding the vendor fees staying with the Farmers Market and not being used for other downtown events. He also discussed the electric charging stations and the vendor will be doing all the maintenance and they suggest we charge people to cover that cost and for the electricity.

### ADMINISTRATION

City Manager Zelenak discussed the administration budget. He discussed additional money added to the beautification line item for hiring a contractor to do tree trimming, weed whipping and other landscaping throughout the community. He also stated an increase for the summer concert series, and for purchasing items for the city's 150<sup>th</sup> anniversary such as ornaments and stickers for our vehicles. He further stated there was money added for the volunteer appreciation event. Finance and Benefit Administrator Tiernan explained that the line item for Planning was raised because we haven't been budgeting enough in past years and this is close to the average we will be paying. Comments were made about doubling the Election budget, and lowering the line item for operating expenses due to moving some contractual services to that line item. Finance and Benefit Administrator Tiernan stated the increase in wages/salaries

4/5/2023



and fringe benefits is for a 3.5% raise for non-union employees, and 3% for union employees per their contract. She stated that will affect the fringes as well and an increase for workers comp insurance.

#### CEMETERY

City Manager Zelenak explained we will be making improvements to the Cemetery this year which includes a pre-fab cemetery columbarium for the purpose of cremation remains. The expenditures will be taken from the cemetery perpetual fund. He stated they will also be purchasing a new John Deere lawn mower for use at the Cemetery by the part-time workers. He stated they are also looking at fees that may need to be increased, such as plots and foundations. Discussion was held regarding vandalism that occurs at the cemetery and adding more security, such as cameras and possibly a gate.

#### TRANSPORTATION

City Manager Zelenak stated the expenditures are for the cost to provide services for Peoples Express in South Lyon. He then stated they are continually working with the County to receive additional funds through the transit millage that will allow the city to expand services and connect to other transportation services. He stated we will be fully reimbursed for the fees we will pay to Peoples Express in this upcoming budget year.

#### POLICE

Chief Baaki stated they have raised the wages/salaries and fringe benefits because they are hoping to hire an additional officer, due to the increase in calls, and because looking into the future, we have 7 officers that could retire within 2-4 years. He then discussed purchasing new firearms and ammunition. He explained their current weapons are almost out of their service date. He stated they will be able to sell their old ammunition to vendors or other departments. Discussion was held regarding the firearms they are looking to purchase and the training involved, and the new ammunition that will be purchased. He then explained there was a raise in line item 802 due to the increase for the dispatch contract, and other service agreements. He also stated the line item 972 was raised because they will be replacing the plumbing in both prisoner holding cells.

#### FIRE

Fire Chief Thorington explained he is hoping to add to the current staffing. He would like to have 2 firefighters all hours of the day except between 7am and 1pm. Then only 1 firefighter between 7am to 1pm because normally he or the Fire Marshall can accompany the firefighter on shift to any calls during that time. He stated only having 1 firefighter respond to a call can be a safety issue, especially at night. He further stated with the two personnel, one person can pay attention to their surroundings, while the other focuses on the patient, and if it is a critical situation you need 2 people there. It will also increase the response time because the fire engine can respond immediately instead of waiting for an on-call person to arrive from their home. He then explained the major proposed purchases, which is two more containers for the fire training center for a second story without increasing training funds. He is also going to update the fire station kitchen, and ESO software. He further stated he plans on adding security keyless ID card entry for the 3 police and fire buildings.

#### AMBULANCE

City Manager Zelenak stated the expenditures are for utility costs for the space that is occupied by HVA which houses staff in the fire department ambulance services.



### DPW

City Manager Zelenak stated the DPW budget included money for improvements to the DPW yard. He then stated we are allocating dollars for crack sealing and sealcoating parking lots. The budget also included money for the 50/50 sidewalk program. Discussion was held regarding hiring another employee and maybe a part time person for watering flowers and weeding. Discussion was also held regarding making improvements to the inside of the DPW building.

### PARKS & RECREATION

City Manager Zelenak stated the budget includes funds to improve the new ball fields, and improvement to the Lafayette Park. He further stated there are funds for a structure for Farmers Market and other events.

### HISTORICAL

City Manager Zelenak stated the historical budget includes money for maintenance and money for a concrete slab for the barn that may be moved in the future.

### CABLE COMMISSION

City Manager Zelenak stated the cable commission budget includes funds for additional purchases for them to cover more events, and brochures.

### CULTURAL ARTS

The Cultural Arts Commission will continue to work on providing cultural activities in the community, including providing funding for murals in the city and bringing other art events to the city.

### VETERANS MEMORIAL

City Manager Zelenak stated the expenditures for the Veterans Memorial is for the electrical to be added and the improvements to the First Responders Memorial. He stated if anyone is interested in donating, they can contact Frank Fogarty, or Herb Stricker.

### MAJOR STREETS & LOCAL STREETS & MUNICIPAL STREETS

City Manager Zelenak stated there is money allocated for a major crack sealing and repair program.

### WATER AND SEWER

City Manager Zelenak stated there are major expenditures expected to upgrade equipment in our water and sewer plants and facilities. He further stated they will be paid for with the water and sewer rate increases. He further stated the biggest project will be the sanitary sewer line under the railroad tracks on Pontiac Trail. Discussion was held in regards to adding more security, such as cameras and other ideas.

### DRUG FORFEITURE

City Manager Zelenak stated this year they will be purchasing new rifles, and portable radios out of this fund.

### CDBG

City Manager Zelenak stated the expenditures for this fund is money we give the Center for Active Adults, as well as Haven.

2003 WW TREATMENT BOND

This bond is set to be paid off in 2025.

PUBLIC COMMENT- No public comment was made.

ADJOURNMENTCM 4-1-23 MOTION TO ADJOURN

Motion by Kurtzweil

Motion to adjourn the meeting at 8:32p.m.

VOTE:

MOTION CARRIED

Respectfully submitted,

\_\_\_\_\_  
Mayor Dan Pelchat

\_\_\_\_\_  
City Clerk/Treasurer Lisa Deaton

4/5/2023



City of South Lyon  
Regular City Council Meeting  
April 10, 2023

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

Mayor Pelchat led those present in the Pledge of Allegiance

Roll Call: Mayor Pelchat and Councilmembers: Kennedy, Dilg, Kivell, Mosier, Kurtzweil and Hansen

Also present: City Manager Zelenak, Fire Chief Thorington, Chief Baaki, Finance and Benefit Administrator Tiernan, Downtown Development Director Mack, Deputy Director of DPW Archey, and Clerk/Treasurer Deaton

MINUTES

CM 4-1-23 MOTION TO APPROVE MINUTES

Motion by Kennedy, supported by Mosier

Motion to approve March 27, 2023 minutes as presented

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS

CM 4-2-23 MOTION TO APPROVE BILLS

Motion by Mosier, supported by Kennedy

Motion to approve bills as presented

VOTE: MOTION CARRIED UNANIMOUSLY

AGENDA

CM 4-3-23 MOTION TO APPROVE AGENDA

Motion by Dilg, supported by Hansen

Motion to approve agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

1. Arbor Day Foundation- Tree City USA proclamation

CM 4-4-23 MOTION APPROVE CONSENT AGENDA

Motion by Kurtzweil, supported by Hansen

Motion to approve consent agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Carl Richards of 390 Lenox stated the Easter Egg Hunt was wonderful. He also went to see the damage by the storms. He then stated we owe a lot to Abe, Phil and Frank Fogarty, but Councilmember Kurtzweil and Kennedy were there as well. It was wonderful and a great victory. He then stated over the last 3 months he has been talking with the tube mill and the last 3 weeks was very successful. He hopes something happens regarding all the issues he spoke with them about, hopefully within the next month.

Linda Benson stated she spoke with someone from Lyon Township and they said that they were told not to use water softeners and she asked if that includes the city.

DISCUSSION- Downtown

DDA Director Mack stated they sent out a business survey this week to 85 local businesses. He will be mailing out paper copies to people he doesn't have email addresses for. He stated we have 6 responses so far. He then

stated the Economic Vitality Committee met to discuss the current survey results as well as an activity called asset mapping, which identifies and inventories the things we want to keep, build upon, and sustain for future generations. He then stated the outdoor Farmers Market is coming back May 6<sup>th</sup>, and there are two more winter Farmers Market events in April. He then stated the DDA Board will meet this week to discuss an assessment for himself, as well as a proposal for a project for the 150<sup>th</sup> anniversary. Mr. Mack then stated Pup Town will be have an open house on April 22<sup>nd</sup>, and will be opening on April 24<sup>th</sup>.

#### FIRE CHIEF REPORT

Fire Chief Thorington stated the Easter Egg event was impressive and there were a lot of people, kids and a lot of eggs. He stated we are at 379 instances, so it has been a busy 3 months. He then said the ladder truck is in Grayling and it is getting processed, adding shelves and stickers. He said it will be here before the open house on May 20<sup>th</sup>. He then stated Cindy Conrad just completed training through the State Police, and she will then come back and train our officers and firefighters.

#### POLICE CHIEF REPORT

Chief Baaki stated the truck is up and running, but we're still waiting for the Explorer, hopefully soon. He further stated we are moving forward with our new radios, they are out being programmed.

#### UNFINISHED BUSINESS- None

#### NEW BUSINESS

##### 1. Purchase of cold storage building for DPW yard

City Manager Zelenak stated the DPW has requested to purchase a 72'x60' Britespan Atlas building constructed by Clear Heights Construction Company. He stated they are putting this structure up to give the city more storage and protect our equipment. He further stated this is a budgeted item for the current fiscal year. He then stated it is available through Sourcewell, which is a cooperating purchasing program.

#### CM 4-5-23 MOTION TO APPROVE PURCHASE

Motion by Kurtzweil, supported by Kennedy

Motion to approve purchase and construction of the Britespan Atlas Bldg by Clear Heights Construction Company for the cost of \$102,036.45 from GL account 101-441-931

#### ROLL CALL VOTE:

Kivell- Yes  
Mosier- Yes  
Kennedy- Yes  
Hansen- Yes  
Kurtzweil- Yes  
Dilg- Yes  
Pelchat- Yes

#### MOTION CARRIED UNANIMOUSLY

##### 2. Award of bid- Hagadorn area paving and sewer contract

City Manager Zelenak stated as the city makes further efforts for road improvements, and as the first project associated with our road bond project, we have solicited bids for the Hagadorn paving and sewer project. We received 6 bids, which range from \$3,874,858.79 to a high of \$6,327,601.45. The lowest responsible bidder was DiPonio Contracting of Shelby Township. We are currently waiting for their project schedules to see if the project will come out of the 2022 or 2023 budget. He further stated after the preconstruction meeting, we will have meetings with the public so they are aware of the schedule.

#### CM 4-6-23 TO AWARD BID FOR HAGADORN PAVING AND SEWER CONTRACT

Motion by Kennedy, supported by Mosier



Motion to approve the award of the bid for the Hagadorn area paving and sewer contract in the amount of \$3,874,858.79 to DiPonio Contracting of Shelby Township. Account # 204-451-802 and 592-452-802-100

ROLL CALL VOTE:

Dilg- Yes  
Hansen- Yes  
Kurtzweil- Yes  
Kennedy- Yes  
Mosier- Yes  
Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

### 3. Award of bid- 2023 Safety path maintenance contract

City Manager Zelenak stated as part of the city's efforts to further make improvements to the trailways and pathways roads within the city, we have solicited bids for the trailway improvements north of Volunteer Park and 9 Mile Road. We received two bids from contractors, and are recommending the award of the bid to R&R Asphalt.

#### CM 4-7-23 MOTION TO APPROVE REWARD OF CONTRACT

Motion by Kivell, supported by Kennedy

Motion to approve the award of the bid to R&R Asphalt in the amount of \$407,762.60 from account # 401-151-802-600

ROLL CALL VOTE:

Mosier- Yes  
Dilg- Yes  
Kivell- Yes  
Kennedy- Yes  
Hansen- Yes  
Kurtzweil- Yes  
Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

BUDGET- Councilmember Mosier stated the expenditures on local streets expenditures is way over budget. Benefit and Finance Administrator Tiernan stated it is from the road construction, and she will be bringing budget amendments to Council in May.

#### PUBLIC COMMENT

Carl Richards of 390 Lenox stated he spoke with the Manager at South Lyon Woods, which has been here for 3 years. She found the dead body of his friend that froze to death. Since then, the trailer has been demolished. He stated they have added 5 new homes, and they have demolished 16 old trailers. He stated if she can sell the last 5, she has, she will get a few more. It will be a great benefit for the park. He stated her budget includes money for tree trimming and removing of trees. He further stated they will replace all the shingles on the laundromat building. As well as the lights and soffits. He then stated they are looking forward to another good year.

#### MANAGER'S REPORT

City Manager Zelenak stated he and staff are still working on a more efficient way to handle and collect brush discarded at the curb by residents, including allowing the crews to pick up debris in specific area at certain times of the month, except when severe weather has occurred. He then stated we have received back the comments from CSX relating to the legal agreement between the city and CSX relating to sanitary sewer line under the railroad at Pontiac Trail. It is currently being reviewed by our attorney. He then stated staff will be going through comments made by Council during the budget workshop and bringing back to council any changes that need to be



made, or information that was requested. He then stated we are continuing to review the opportunities and partnerships to which we will be celebrating the City's 150<sup>th</sup> anniversary. We will be adding banners downtown with the 150<sup>th</sup> logo. He then stated we are waiting to hear about grants for the Fire Department and Lafayette Park improvements.

#### COUNCIL COMMENTS

Councilmember Hansen reminded everyone of the Earth Day, 19<sup>th</sup> Annual Creek Clean up that is happening in 12 days on April 23<sup>rd</sup> and we'll be gathering at 400 McMunn.

Councilmember Kurtzweil stated she is planning on attending the creek clean up. She then thanked the Kiwanis and all the volunteers for the egg scramble. It was another successful event. It is always successful and well attended. She stated the kids that were around the fire truck, and there and a little boy got inside the fire truck. She stated the Fire Department is a great department and the parents enjoyed meeting Fire Chief Thorington and he has a great personality for it. She then stated she is looking forward to the city-wide yard sales, and the Farmers Market opening the same weekend, town will be busy. She then stated she has been speaking with people from Churches, and they have all said their churches were packed this year. She doesn't know if it because of COVID, or if people are just getting back to their faith. She thanked the churches for their accommodations, and thank the people in our community that support our churches. Sometimes people forget that they take care of people. They do a lot for our community, such as clothing, food, and rent assistance. She then thanked them for all they do.

Councilmember Kennedy reminded everyone that RRRASOC will have a Household Hazardous Waste collection event this weekend. It will be held at the Wixom DPW Yard on Charms Rd this Saturday from 9am until 2pm. So, clean out the garage, basement and storage shed and take those unwanted items there for proper disposal. They will also have document shredding available if you want to clean out your file drawers. Also, this weekend, the South Lyon High School Theatre department will present their spring musical: All Shook Up. Inspired by Shakespeare's Twelfth Night, it is set in the 50s with the music of ELVIS. So, come see this amazingly talented student cast, crew and musicians and enjoy an evening of entertainment with singing, dancing and a LIVE band. It's a family friendly event. The show dates are: Friday and Saturday, April 14<sup>th</sup> and 15<sup>th</sup> at 7pm and Sunday, April 16<sup>th</sup> at 2pm. Go to [SLHSTheatre.com/tickets](http://SLHSTheatre.com/tickets) to purchase tickets. It's going to be a great time.

Councilmember Kivell stated he hopes everyone is enjoying the nice weather we've been having.

Mayor Pelchat stated he agrees, and it should be a nice week. He also thanked everyone at the Kiwanis and they stopped in to the Easter Egg Scramble and it was a great event. It was a great turnout and it was great seeing the Police and Fire Department there. He stated he is thankful we have a nice list of events this year to celebrate the 150<sup>th</sup> anniversary.

#### ADJOURNMENT

##### CM 4-8-23 MOTION TO ADJOURN

Motion by Kurtzweil

Motion to adjourn meeting at 8:02 p.m.

VOTE:

MOTION CARRIED

Respectfully submitted,

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Mayor Dan Pelchat

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City Clerk/Treasurer Lisa Deaton





# CITY OF SOUTH LYON

Mayor

Daniel L. Pelchat

Council Members

Glenn Kivell

Margaret J. Kurtzweil

Lisa Dilg

Lori Mosier

Alex Hansen

Stephen Kennedy

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](http://www.southlyonmi.org)

## Office of the Mayor

### PROCLAMATION

WHEREAS, Phillips Funeral Home is the oldest business in the City of South Lyon, in existence since 1889, originally operating as a combination furniture and undertaking business; and

WHEREAS, Phillips Funeral Home is one of the oldest family-owned and operated funeral homes in the country with a legacy of hard work and dedication; and

WHEREAS, Phillips Funeral Home has been rated one of the best funeral homes in the area and has been meeting the needs of families in the South Lyon community; and

WHEREAS, Phillips Funeral Home has been an important, caring part of the community contributing to many causes and needs without hesitation; and

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 Phillips Funeral Home as they celebrate over 130 years in business and wish them many more years of success.

  
Daniel L. Pelchat, Mayor

  
Date



# AGENDA NOTE

New Business: Item # 1

**MEETING DATE:** April 24, 2023

**PERSON PLACING ITEM ON AGENDA:** Ron Beason, Foreman, Water & Sewer Dept.

**AGENDA TOPIC:** Complete Distribution System Materials Inventory

**EXPLANATION OF TOPIC:** The City has budgeted this year to inspect our water service leads in accordance with the guidelines set forth by EGLE. This upcoming project can be parceled into two separate activities. An internal portion, some of which has already been completed, and an external portion which will involve hiring a contractor. For the internal portion, City staff has already inspected 152 of the service leads as the team has performed ongoing meter head replacements. For the external portion, we have received quotes to have 300 service leads inspected by hydro-excavation. This is a budgeted expense and we are anticipating to have 300 service leads completed by July 1 of 2023. HRC will work with the City to complete this CDSMI program by offering field assistance, administration, documentation and have the curb stop boxes that are randomly selected also updated to appear in our GIS system. This budgeted expense can be purchased utilizing the Water Repair Acct. No. 592-540-801 as outlined in the 2022/2023 budget. Attached are the quotes from contractors to perform this necessary service, and a recommendation. Additionally, the City is receiving a \$50,000 critical infrastructure grant from Oakland County to help pay for this project.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Bid Sheet with 3 Contractor submittals to perform Hydro-excavation and Restoration, Including a letter submitted to selected residents and randomized list generated by Water staff.

**POSSIBLE COURSES OF ACTION:** Approve/Not Approve the award of contract to M&K Jetting and Televising from Jackson, MI to perform hydro-vactor services and site restoration in accordance with the CDSMI of water service leads as outlined by EGLE in the amount of \$500.00 per lead for approximately 300 water service leads at a total not to exceed \$150,000

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the award of contract to M&K Jetting and Televising from Jackson, MI to perform hydro-vactor services and site restoration in accordance with the CDSMI of water service leads as outlined by EGLE in the amount of \$500.00 per lead for approximately 300 water service leads at a total not to exceed \$150,000 from account # 592-540-801





Douglas Varney  
Director  
Utilities & DPW

# City of South Lyon Water & Wastewater Department

[Date]  
[Address]

**SUBJECT: Notification that your water service line material is unknown**

Dear Water Customer:

Your drinking water service line material is unknown, but the South Lyon Water Department is working toward identifying service line materials throughout the water supply. Because your service line material is unknown, there is the potential that some or all of the line could be made of lead or galvanized pipe that was previously connected to lead. There will be outside verification performed to the water service lead that connects the water main to your indoor plumbing. This will not require you to be home and will require only physical verification near your curb stop box. People living in homes with a lead or galvanized pipe previously connected to lead service line have an increased risk of exposure to lead from their drinking water.

#### **Why are you receiving this letter?**

Lead can cause serious health and developmental problems, especially in developing fetuses and young children. If your home service line contains lead you are at an increased risk of lead exposure. This letter serves to notify you of this risk and provide information to help you reduce the risk of lead exposure.

#### **What can I do to reduce my risk?**

Review the enclosed flier for steps you can take to reduce your exposure to lead in drinking water. In addition to your service line, other plumbing in your home may contain lead and could increase the levels of lead in your drinking water. These may include faucets, valves, and soldered joints. It is recommended that homeowners contact a licensed plumber and have a plumbing assessment done to determine if your in-home plumbing is a source of lead in your drinking water.

Please contact the Water Department at (248)437-4006 to schedule a time for an Operator to inspect the water service lead that connects to the meter in your home.

Please visit [Michigan.gov/MILeadSafe](http://Michigan.gov/MILeadSafe) for more information about sources of lead and what you can do to reduce your exposure.

For additional information about your water system, or a copy of The City of South Lyon's Consumer Confidence Report, an annual report on what is in your drinking water, please contact the Water Department staff.

Sincerely,

CITY OF SOUTH LYON

#### **Operations:**

23500 Dixboro Road  
South Lyon, MI 48178  
(248) 437-4006  
Fax: (248) 437-0449

#### **Billing & Meter**

Repair/ Installation:  
335 S. Warren  
South Lyon, MI 48178  
(248) 437-2326  
Fax: (248) 486-0049

**CITY OF SOUTH LYON  
PURCHASE REQUEST QUOTE FORM**

ITEM DESCRIPTION: CDSMI - Complete Distribution System Materials Inventory

QUANTITY NEEDED: 354 REQUIRE DELIVERY BY: JAN 2025

(Quotes shall be verbally, by telephone or by written communication)  
**(CIRCLE REQUESTED VENDOR—ATTACH EXPLANATION IF OTHER THAN LOW QUOTE)**

<b>#1</b>	<b>#2</b>	<b>#3</b>
<u>Power Vac</u>	<u>FLEX SERVICES</u>	<u>M &amp; K Jetting &amp; Television</u>
<u>44300 Grand River</u>	<u>3241 GUYER ROAD</u>	<u>3201 Michigan Ave</u>
<u>Novi MI 48375</u>	<u>Dearborn MI 48124</u>	
<u>(248) 912-9974</u>		<u>(517) 783-1819</u>
<u>Mike</u>	<u>www.flexunderground.com</u>	<u>Magison</u>

QUOTED:	*****	*****
*MODEL #:		
*UNIT PRICE:		
*LABOR PRICE:		
*DELIVERY FEE:		
*AVAILABILITY:		
*TERMS:		
*DELIVERY DATE:		
*F.O.B.:		
*OTHER:		

DATE SUBMITTED:	12/22/2022	2/8/2023
QUOTE GOOD UNTIL:		
QUOTE TAKEN BY:	D. Varney	D. Varney





## PROPOSAL #

DATE \_\_\_\_\_

2/8/2023

PREPARED BY

Madison

WORK TO BE PERFORMED	PAYMENT TERMS
Hydro-Excavating	Net 30

[illegible]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2023

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 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).

PRODUCER	CONTACT NAME: Kathy Corden
Walton Insurance Group	PHONE (A/C, No. Ext): (517) 787-2600
2929 Spring Arbor Rd.	FAX (A/C, No.): (517) 787-3857
P.O. Box 3029	E-MAIL ADDRESS: kcorden@waltoninsurancegroup.com
Jackson MI 49204	INSURER(S) AFFORDING COVERAGE
	INSURER A: EMCASCO Insurance Co
	INSURER B: Employers Mutual Casualty Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL2241124468

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> X C & U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5X87535	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5X87535	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5X87535	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	5X87535	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Clear Water Plant  
23500 Dixboro Rd.  
South Lyon, MI 48178

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Furnas II/KCORD

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ACORD 25 (2014/01)

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INS025 (201401)





From | **PowerVac of Michigan**  
44300 Grand River Avenue  
Novi MI 48375  
248 912 9974  
<https://yourworkorder.com/>

**Quote No.** | **2016588**  
Type | Service Call  
Prepared By | Michael VanCouwenberghe  
Created On | 12/22/2022

**Quote For** | **City Of South Lyon**  
**Wastewater Utility**  
23500 Dixboro Road  
South Lyon MI 48178  
(248) 437-4006

## Description of Work

South Lyon DSMI LSL Inventory/Verification

## Services to be completed

### [Jet/Vacuum Services] Location - Building

Attn: Doug Varney  
dvarney@southlyonmi.org  
248-472-7204

Doug,

Power Vac of Michigan will provide hydro excavation services to expose curbs stops throughout the City of South Lyon for the following price:

Unit Price to Hydro Excavate: \$275.00/ Curb Stop Site  
Unit Price to Backfill/Restore Each Curb Stop: \$295.00/ Curb Stop Site

- Vector Truck & Crew- 8 hours port to port mobilizations
- Price includes disposal with written manifest (10 yards per load)
- Hydro Excavate 18" on each side of curb stops and expose existing water utilities
- Provide photo documentation of each exposed curb stop for inventory and verification
- Backfill each curb stop site with Class 2 sand
- Additional pricing for saw cutting can be provided if necessary.
- Estimate is based on an approximate count of 300 curb stop sites
- Work to be performed during regular business hours
- Any unforeseen conditions will be addressed onsite

**GRAND TOTAL      \$171,000.00**

## Terms and Conditions

Authorization: I have the authority to order the work described above; and I hereby authorize ServicePro (SP) and/or PowerVac of Michigan (PV) to complete the proposed scope of work. I recognize that the plumbing/electrical/mechanical systems may be deteriorated thus rendered non-serviceable; and I agree to hold SP and/or PV blameless for any and all damages resulting from these conventional repairs. There is no warranty on any plumbing/electrical/mechanical installation or repair unless listed above. You must provide written notice of any defect or complaint; and allow SP and/or PV thirty days to cure. The parties hereby waive trial by jury and agree that any matter be resolved by binding arbitration. I agree that SP and/or PV will retain title to any equipment or material furnished until final and complete payment is made. I understand that any credit granted shall be paid promptly in accordance with terms, and the credit grantor may add one and one half percent (1.5%) per month to any balance owed. The debtor will pay reasonable



3241 S. Gulley Rd. Ste. A  
Dearborn, MI. 48124  
[www.flexundergroundandhydro.com](http://www.flexundergroundandhydro.com)

## **Proposal**

To the attention of:  
Doug Varney of South Lyon DPW

### **JOB SITE**

Various locations in the City of South Lyon

### **Flex Services Inc. proposes to mobilize:**

Two Hydro trucks and a 4 man crew

Dump truck with 2 man crew

**Flex will perform this scope of work, within the parameters stated hereinafter, for the price found below.**

- ▶ Price will NOT EXCEED \$1,760.00 per service lead site
- Mobilization of above on a per site basis, not to exceed 10 hours per day PORT to PORT.
- This per site price includes site restoration.
- Any unforeseen circumstances will be addressed on-site.

I have the authority to order the work described above & I hereby authorize Flex Services Inc. to complete this work. I recognize that the system may be deteriorating thus rendering it non-serviceable; and I agree to hold Flex Services Inc. harmless for all damages resulting from these conventional repairs. There is a 30-day warranty on all repairs, except electrical. You must provide written notice of any defect or complaint; and allow Flex Services Inc. 30 days to cure. The parties hereby waive trial by jury and agree that any matter must be resolved by binding arbitration. I agree that Flex Services Inc. Will retain title to any equipment or material furnished until final & complete payment is made. I understand that any credit granted shall be paid promptly in accordance with the terms, and the credit granter may add 1.5 percent per month to any balance owed. The creditor will pay reasonable collection charges and/or attorney fees in the event of default.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

January 13, 2023



# AGENDA NOTE

New Business: Item # 2

**MEETING DATE:** April 24, 2023

**PERSON PLACING ITEM ON AGENDA:** City Manager

**AGENDA TOPIC:** Horizontal Pressure Filter Repair

**EXPLANATION OF TOPIC:** A horizontal pressure filter at the water treatment plant has failed. After investigation into the media replacement as part of the capital improvement project, it was determined that the failure was not caused by the media replacement and was not apparent during the work. It was noticed months later when we started to notice discoloration in the water. Filter 3 was isolated, and confirmed that was the only source of the problem. The other Filters which were also worked on, were working properly. The City, our engineers and Tonka investigated the issue. Based upon this investigation a hole was found in the bottom of the airwash pipe for backwashing the tanks in Filter 3. Since that time we have been working on the strategy for repairs. We will be inspecting the other tanks after the repair is made to Filter 3, to see if they have similarly been affected.

Therefore, the City is recommending to hire Tonkawater/Kurita to complete the repairs of Filter 3 based upon the submitted quote. The purchase order should be executed once reviewed and found to be satisfactory by the City Attorney. She has already identified a couple items within the contract that we are working out with the contractor, but did not want to delay the repair due to warmer weather coming on and the need for adequate City water supply.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Letter from HRC with their outline of the discovery and recommendation. Quote from Tonkawater/Kurita outlining the cost for repairs.

**POSSIBLE COURSES OF ACTION:** Approve/Not Approve the award of a repair contract to Tonkawater/Kurita for Filter 3 repair, which includes Filter Media, piping and labor at a cost not to exceed \$59,300, from account 592-452-802 with execution to occur after satisfactory approval by City Attorney.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the award of a repair contract to Tonkawater/Kurita for Filter 3 repair, which includes Filter Media, piping and labor at a cost not to exceed \$59,300, from account 592-452-802 with execution to occur after satisfactory approval by City Attorney.



April 19, 2023

City of South Lyon  
335 South Warren  
South Lyon, Michigan 48178

Attn: Mr. Paul Zelenak, City Manager

Re: Recommendation for Horizontal Pressure Filter Repair

HRC Job No. 20180233

Dear Mr. Zelenak:

As you are aware, one cell of the Horizontal Pressure Filter tanks at the water treatment plant failed. Tonkawater is the original manufacturer of these filters, and based on an investigation by HRC and the City's Water Plant staff they are the only group capable and able to complete this repair in full. The following bullet list details the history of events regarding this filter.

- ≡ 11/29/2021: Filter 3 was taken offline to have the media replaced as a part of the Capital Improvements Project.
- ≡ 2/7/2022: Filter 3 was brought online and was functional as expected.
- ≡ November 2022: The City noticed higher than average iron concentrations in the water system, nothing above what is allowed by drinking water standards, but higher than they had been since the media was replaced.
- ≡ 1/18/2023: The City identified that this issue was coming from Filter 3 and Filter 3 was isolated, returning iron concentrations to normal.
- ≡ 2/21/2023: HRC, the City, LDS (the Contractor responsible for the Capital Improvements Project), and Tonkawater/Kurita went onsite to investigate the cause of the issue.

Based on these dates and the onsite investigation HRC has determined the following:

- ≡ The failure of the filter was caused by a hole that formed on the bottom of the airwash pipe for backwashing the tanks.
- ≡ No issues with the pipe were noted by Tonkawater or LDS when they were in the tank during replacement of the filter media.
- ≡ The exact time of the pipe failure cannot be identified as the rate which the media would be removed through the pipe is slow.
- ≡ LDS's repairs cannot be definitively blamed for the failed pipe.
- ≡ To minimize the possibility that the remaining Tonkawater Tanks do not have a similar issue, HRC and the City have determined a way to inspect the pipes. The City expects to be able to begin these investigations once the repairs in Filter 3 are complete. These investigations will take place as soon as practical, depending on the plant's flow requirements over the summer.

Based on HRC's investigation this repair is not a part of the warranty work for the capital improvements project and HRC recommends the City resolve to have Tonkawater/Kurita complete the repairs. The purchase order should be executed once reviewed and found satisfactory by the City's Attorney.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

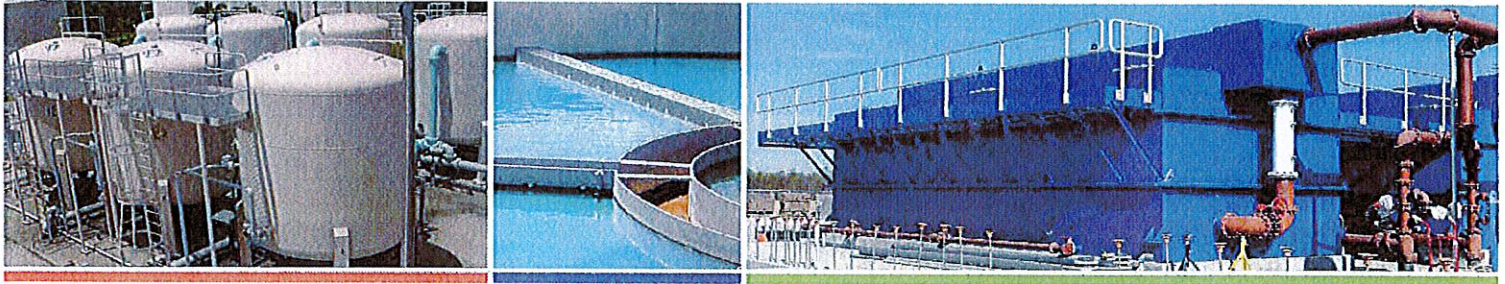
HUBBELL, ROTH & CLARK, INC.

  
Michael P. Darga, PE

NB/nb/mpd

pc: City of South Lyon; R. Beason  
HRC; R. Alix, File





South Lyon, MI  
One Filter Cell Media Replacement Quote

Addressee: South Lyon, MI

Quotation #: KATW03062023-2TDS

Quotation Date: 4/12/23

Quotation Expires: **14 Days**

**We are Represented By:**

**Joseph Moore, P.E.**

DuBois-Cooper Associates | 905 Penniman Ave. |  
Plymouth, MI 48170

t: 734-455-6700, ext 3 | f: 734-455-6711 | c: 313-  
920-7064 | e: [jmoore@duboiscooper.com](mailto:jmoore@duboiscooper.com)



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

**Kurita America Contact:**

Tyler Skarolid  
6600 94<sup>th</sup> Ave. North  
Minneapolis, MN 55445  
USA  
1-800-530-1887  
[t.skarolid@kurita-water.com](mailto:t.skarolid@kurita-water.com)

## ABOUT KURITA AMERICA

Kurita America is a designer and manufacturer with 70 years of experience in providing customized water and wastewater systems to municipal and industrial customers with more than 2300 installations. Engineering cost-effective solutions for the most challenging surface water and ground water problems.

Key packaged solutions	• Service packages and parts
<ul style="list-style-type: none"> <li>• Clarification</li> <li>• Membrane systems</li> <li>• Filtration</li> <li>• Ion Exchange</li> <li>• Metals removal</li> </ul>	<ul style="list-style-type: none"> <li>• Filter media replacement</li> <li>• Original equipment manufacturer parts</li> <li>• Full array of water related parts</li> <li>• Troubleshooting</li> <li>• Upgrades and refurbishment</li> </ul>
<ul style="list-style-type: none"> <li>• Kurita America Aftermarket Service and Sales is continually offering new products and services to extend equipment life, reduce water and energy usage, and replace end of life equipment.</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Refurbishments</b></li> <li>• Turn-key services matching original specifications</li> <li>• Simul-Wash™ – simultaneous air &amp; water backwash system</li> <li>• BLEU™ –low profile SS dual underdrain</li> <li>• Uni-Cast™ Underdrain – pour in place</li> </ul>	<ul style="list-style-type: none"> <li>• Site-based services</li> <li>• Underdrain nozzles and replacement</li> <li>• System enhancements</li> <li>• Design-Build-Operate-Maintain solutions for industrial water/wastewater facilities</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Media Replacement and Analysis</b></li> <li>• Turn-key removal and installation</li> <li>• Inventoried anthracite, Sand, garnet, gravel and greensand</li> </ul>	<ul style="list-style-type: none"> <li>• Disinfection services and media treatment services</li> <li>• Meets AWWA and NSF standards</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Parts</b></li> <li>• Full line of OEM parts</li> <li>• Chemical feed equipment</li> <li>• Valves and valve rebuild parts</li> </ul>	<ul style="list-style-type: none"> <li>• Stocked sealing and control components</li> <li>• Aerator packing materials</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Automation and Controls</b></li> <li>• Factory remote support and monitoring</li> <li>• SCADA compliant and control</li> <li>• Allen Bradley control upgrades, PLC &amp; HMI and obsolete replacement</li> <li>• Compliance reporting and trending</li> <li>• Custom functional modification for ease of use like screens, tablets, PCs</li> </ul>	



## Scope of Work

Kurita America has been requested to provide a quotation to provide the necessary internal components and labor associated to remove and replace filter media and airwash header piping in one cell at South Lyon, MI. This quote is for installation services only as the filter cell will be completely cleaned prior to arrival.

Project timeline is to have the material shipped in 3 weeks after the receipt of purchase.

## Key benefits of Kurita America for the Project

- Kurita America provided the original equipment and has the expertise to make key recommendations.
- Field Service Technicians with extensive equipment knowledge for start-up after repair.
- Certified contractors to perform removal and install of Kurita America equipment.
- Plant operation will run according to Kurita America Engineering design.

## Products and Services Provided

### Filter Media

- Kurita America is to provide new filter media. Media is to consist of exact replacement of the previously approved and installed filter media in accordance with AWWA B100-2016 specifications for filter material.
- 12" layer of Support Gravel
- 3" layer of Torpedo Sand
- 24" layer of 0.60 – 0.80 Anthracite
- Lot of airwash repair couplings
- 4 airwash laterals
- New 4" PVC header pipe to be installed
- All materials are to be shipped in one or half cubic foot bags and palletized.
- Freight to the jobsite is included.

### Media Removal and Installation Services

- Kurita America is to provide a high velocity high vacuum industrial vacuum truck operation for the removal of existing filter media from one cell at South Lyon. Once collected in the

vacuum truck, the media will be taken to a designated area assigned by customer. Media will be left on site.

- Kurita America offers an entire crew for the removal of the existing media and the installation of the new media and graded gravels into the one filter cell.
- Filter media will be installed in strict accordance with AWWA B100-2016 specifications for filtering material. All personnel involved in media installation are qualified under the confined space entry program. All personnel have received specified training according to OSHA25-SCFR 1910.120 including, but not limited to, confined space entry and rescue, fall arrest and lockout/tag out procedures and other specified training. Before entry into any confined space, the air will be monitored for appropriate oxygen and LEL levels. Upon completion of an air test, confined space entry permits will be filled out by the supervisor and posted near the entry point. An individual will be present at all times at the entry point.
- **Please note: If media has become solidified and/or calcified and cannot be lifted by a high velocity vacuum truck, additional labor and charges will apply.**
- **This is priced as completing the project during one mobilization.**
- In addition, the existing carbon steel airwash header is to be cut by use of saw or torch at each end of the filter cell. Approximately 1' of carbon steel pipe will be left on either side of the cell to connect the new header to. The new PVC header will be installed by compression coupling and/or band clamp.

### Startup Services

- Kurita America is to provide a factory trained technician on site for up to 2 full days to assist with startup activities. The Technician will be available to ensure proper operation, backwashing and performance.
- Kurita America's technician will also provide guidance on chlorination and disinfection. It will be the responsibility of the customer to have chlorine on site. We will apply the chlorine and mix through the cell. The owner will be responsible for subsequent laboratory testing.





## Pricing

Pricing Table	
Filter Media, Airwash Laterals, PVC Header Pipe, Freight:	\$16,300.00
Labor to Replace Media and Internals Listed Above:	\$38,400.00
Startup Services:	\$4,600.00
<b>TOTAL (USD)</b>	<b>\$59,300.00</b>

Kurita bases this proposal on the invoice schedule as shown below:

- 90% Upon Shipment of Materials
- 10% Upon Services

### Delivery:

1. Shipment of equipment will be made in approximately 3 weeks after receipt of Purchase Order.
2. This quote is valid for 14 days.

The attached **CONDITIONS OF SALE AND WARRANTIES** that are incorporated herein.  
For your convenience, this sheet may be used as your order for this equipment.

Items Ordered	_____
P.O. Number	_____
Total Net Price	_____
Firm Name and Address	_____
By (Print)	_____
Signature	_____
Date	_____

Kurita America Inc.

Purchase orders should be addressed to:  
Kurita America Inc.  
6600 94<sup>th</sup> Ave. North  
Minneapolis, MN 55445

### We do not include the following:

1. Mechanical or electrical installation.
2. Unloading or rigging. The contractor must provide a suitable access to the jobsite.
3. On-site storage or protection of equipment.
4. Pipe, valves or fittings other than those specifically described herein.
5. Pipe supports or hangers.



6. Motor starters, motor controls, disconnects, or any other electrical equipment other than those specifically described herein.
7. Electrical wiring or conduit.
8. Chemical feed tubing, conduit piping, hangers or supports.
9. Pumps or pumping equipment other than those specifically described herein.
10. Concrete, concrete grout or rebar.
11. Disinfection or disinfection / start-up chemicals.
12. Lubricants
13. Pneumatic tubing or conduit.
14. Control panel wall mounting material or hardware.
15. Anchor bolts or anchoring calculations, unless specifically described herein.
16. Any items not specifically described in this proposal.
17. Seismic design considerations of equipment unless otherwise noted.

**Notes:**

Equipment is quoted f.o.b. factory with full freight allowed to the jobsite.

Our proposal does not include any sales or use taxes.

Travel expenses included.

When ordering please include a signed copy of your Sales Tax Exemption certificate.

City to provide a forklift during media installation.

City to disinfect filter prior to start-up service – procedure provided by Kurita America.

City to provide a dumpster for pallets and bag removal.

The attached Kurita America standard Terms and Conditions are incorporated by reference into this quotation, will be a part of any binding agreement between you and Kurita America and cannot be modified by you whether by the terms of your purchase order or otherwise, except to the extent expressly accepted by Kurita America in writing. You agree to abide by the terms of Section 1 ("General"), Section 3 ("Quotations") and Section 17 ("Confidential Information") of the Kurita America standard terms and conditions with respect to the information contained in this quotation and any other information provided to you by Kurita America, regardless of whether you submit an order or whether you and Kurita America enter into a binding agreement regarding the purchase of the products described herein.

Please note that a copy of the contractor's payment and performance bond is required to be forwarded to us as a part of normal credit approval procedures.

Kurita America requires partial payments based on shipped material and purchaser's account being current prior to scheduling a field technician for equipment start-up.

Kurita America will provide field services as outlined above in this quotation. Kurita America's field service rate is \$1200.00 per day plus travel and per diem expenses. If Kurita America's field service personnel arrive on-site after a schedule is established and the project is not ready for the intended services to be performed, Kurita America will invoice for additional days, if required. If the time required is greater than listed in this quotation, Kurita America will invoice purchaser at the above field service rate plus travel and per diem expenses.





## Conditions of Sale and Warranties

### 1. Exclusive Terms and Conditions

Together with any other terms the parties agree to in writing, these terms and conditions of sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell goods and provide advice, instruction and other services in connection with the sale of those goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this agreement will control the relationship by accepting goods and services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

### 2. Buyer Obligations

Seller will not control the actual operation of either Buyer's systems or goods at the site, and unless otherwise specifically agreed in writing, installation of goods shall be the responsibility of Buyer. Goods and services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of goods unless precluded by limitations (including, but not limited to actual space and feed water/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the goods and services due to changes in feed water/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For services to be accurate and goods to work as intended, Buyer must fulfill the following obligations ("Obligations"):

- (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feed water or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods;
- (b) operate all related systems and the goods within the agreed to control parameters or, if none, within industry customary operating conditions;
- (c) maintain all related systems and Goods in good operating condition and repair; and
- (d) maintain and handle goods in a proper and safe manner.

If Buyer fails to fulfill the foregoing obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable.

### 3. Payment and Prices

Unless otherwise specified in writing in section 10 of this proposal document, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. [For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer.] Unless otherwise specified, all prices are ExWorks Seller's facility. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the agreement.

### 4. Payment for Excessive Usage; Lost and Damaged Goods

If payment for goods is based on some factor other than the actual amount of goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

### 5. Deliveries

Unless stated otherwise in the proposal, Seller shall deliver all products to Buyer EXW Seller's facility, place of manufacture, or warehouse, according to INCOTERMS 2000. Shipment dates, if applicable, noted in this proposal represent Seller's best estimate of probable delivery time considering conditions known at the time this Proposal was prepared. Upon acceptance of Buyer's purchase order or, where specified in the purchase order, upon receipt of Buyer's notification to proceed with fabrication of equipment that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the products of an alternate point of delivery. Provided the parties agree a variation to take into account any additional







cost [or delay] incurred by Seller in implementing this change, the alternate place of delivery shall become the agreed place of delivery for all purposes under this agreement.

#### 6. Consigned Goods

Buyer shall bear all risk of loss and damage to all consigned goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such goods to Seller pursuant to Seller's shipping instructions.

#### 7. Limited Warranties

Seller warrants that the goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Unless otherwise provided in any warranty schedule that may be attached hereto, the foregoing warranties are valid: (a) for chemicals and services, for 6 months from their date of delivery or the provision of Services; (b) for consumables, including filters and membranes, 12 months from their date of delivery, (c) for goods other than chemicals and consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "performance warranty document" signed between the parties on a separate basis, there is no performance warranty on goods and services or warranty on process results. For goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the goods or services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "return material authorization" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

#### 8. Use of Equipment, Tanks, and Containers

Tanks and SBC's owned by Seller shall be used only for the storage of goods approved by Seller and, at Seller's request, shall be returned to Seller within thirty (30) days.

#### 9. Compliance with Laws; Permits

Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labeling of all goods from and after Buyer's receipt of the goods, as well as for the proper management and disposal of all wastes and residues (including containers) resulting from Buyer's use of the Goods. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses of a permanent nature, or which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense.

#### 10. Installation

For equipment purchase if applicable, installation costs of the equipment and materials supplied shall be the responsibility of the Buyer, unless otherwise provided within the Seller's proposal. Otherwise, unless stipulated in the Seller's proposal, Buyer agrees to pay for start-up supervision and operator instruction, at the Seller's prevailing rate per day. Buyer also agrees to pay reasonable expenses for transportation room and board for Seller's personnel. Standard terms of sale include two sets of operating instructions. If additional sets are required, they are available at an additional charge. Upon receipt of request for additional sets, a price quotation will be forwarded.

#### 11. Differing Site Conditions And Hazardous Materials

In the event that Seller encounters any Hazardous Materials (shall mean toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at the Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the Seller's work under this Agreement may safely proceed.







## 12. Emergencies

In the event an emergency condition should occur where the protection of either the plant equipment, employees at site, or the surrounding community are threatened, Seller may procure the required and necessary equipment, personnel, or subcontract support. Seller must provide immediate notice to Buyer regarding the emergency and then provide a report after reviewing the events and itemizing all expenditures. Buyer will reimburse Seller for all emergency related expenses.

## 13. Excusable Delay/Non-Performance

Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment as applicable.

## 14. Confidentiality and Intellectual Property

Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently, by

the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section.

## 15. Limitation on Liability

To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

## 16. Conflicts; Survival, Assignment

If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

## 17. Termination and Cancellation

This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings;





or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

#### 18. Governing Law and Dispute Resolution

This Agreement shall be governed by the substantive laws of the State of Minnesota. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Minneapolis, MN, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.







# South Lyon

## *Police Department*

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"Safeguarding Our Community"

**To:** Paul Zelenak, City Manager

**From:** Chief Douglas Baaki

**Subject:** South Lyon Pride in the Park Event

**Date:** April 24, 2023

I have received a permit request for the above-mentioned event. I discussed the South Lyon Pride in the Park event with Allison Ranusch, one of the organizers. The event is scheduled for Saturday, July 8th, 2023 12:00 p.m. to 5:00 p.m.

The planned event should cause little or no disruption to normal traffic in the area, and no street closures are necessary. The Police Department will monitor the event and provide support, as necessary. Therefore, I have approved the request and have so notified the organizer. I have attached a copy of the application and approval for your information.

ec: Lt. Chris Sederlund  
Jeff Archey, DPW  
Chief Joey Thorington, SLFD  
Nate Mack DDA



# South Lyon Police Department

219 Whipple St.  
South Lyon, MI 48178  
Ph: (248) 437-1773  
Fx: (248) 437-0459

## Parade/Event Application

Date(s) of Event: July 8<sup>th</sup> 2023

Applicant's Name: Allison Ranusch Ph#:

Applicant's Address: South Lyon, MI 48178

Name of Event: South Lyon Pride in the Park

Business/Organization Name: South Lyon Pride

Business Address: same as above

Business Phone Number: same as above

President/CEO Responsible for Event: Allison Ranusch Ph#:

Event Start Date and Time: 12:00 (11:00 <sup>am set</sup> up) AM / (PM)

Event End Date and Time: 5:00 AM / (PM)

Approximate number of persons attending: last year we had about 500 throughout the event's time frame

Approximate number and types of vehicles: attendees who do not live w/i walking distance of the park will likely park in the parks parking lot/spaces downtown but we do not plan to bring vehicles into the park

Approximate number and types of animals: None - some attendees may bring their dog on leash

Amount of space maintained between all units in parade: No parade / N-A

Route to be traveled (Include Street Names and turning directions) or area to be utilized:

**\*\*Please attach a map of the area and/or route that will be utilized during the event\*\***

Allison Ranusch 4-5-2023  
Applicants Signature and Date

Allison Ranusch 4-5-2023  
Responsible Party's Signature and Date

☒ PD ☒ FD ☒ DPW ☒ City Hall

Chief Douglas Baacki 4/5/2023  
Date





## South Lyon Police Department

219 Whipple St.  
South Lyon, MI 48178  
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### Parade/Event Insurance Requirements

The applicant/organization must provide a separate hold harmless agreement and certificate of insurance and documentation of the following at the time of application.

- 1.) **Commercial General Liability Insurance:** The applicant shall procure and maintain during the life of this permit, commercial general liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate.
- 2.) **Motor Vehicle Liability:** The applicant shall procure and maintain during the life of this permit, Motor Vehicle Liability Insurance including Michigan no-no fault coverages, with limits of liability not than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owner vehicles, all non-owned vehicles and all hired vehicles.
- 3.) **Liquor Liability:** If alcohol beverages will be served, the applicant shall provide proof of liquor Liability coverage with limit not less than \$1,000,000 per occurrence and aggregate; name the City of South Lyon as additional insured.
- 4.) **Additional Insured:** Commercial General Liability, Motor Vehicle Liability and Liquor Liability as described above shall include an endorsement stating that the following shall be additional insured; The City of South Lyon, all elected and appointed officials, all employees, volunteers, all boards, commissions, authorities, and board members. It is understood and agreed by naming the City of South Lyon as additional insured, coverage afforded is considered to be primary and any other insurance the City of South Lyon may have in effect shall be considered secondary and/or excess.
- 5.) **Cancellation Notice:** All Liability Insurances as described above, shall include an endorsement stating, "It is understood and agreed that 30 days, 10 days for non-payment of premium, advance written notice of cancellation , non-renewal, reduction and/or material change shall be sent to City Manager, Paul Zelenak 335 S. Warren, South Lyon, MI 48178.
- 6.) **Proof of Insurance Coverage:** The contractor or its subcontractor's shall provide the city of South Lyon at the time the contracts are returned for execution, the certificates and policies as listed. **1.)** One copy of Certificate of Insurance for Workers Compensation. **2.)** One copy of Certificate of Insurance for Commercial General Liability. **3.)** One copy of Certificate of Insurance for Vehicle Liability. **4.)** Original policy or original binder pending issuance of policy for Owners and Contractor Protective Liability Insurance. **5.)** Certified copies of all policies mentioned above will be furnished if requested.
- 7.) If any of the above coverages expire during the term of this contract, the contractor or its subcontractors shall deliver renewal certificates and/or policies to City of South Lyon at least



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### Hold Harmless

To the fullest extent permitted by law the Allison Ranusch / South Lyon Pride  
(Name of applicant/organization)

agrees to defend, pay on behalf of, indemnify, and hold harmless the City of South Lyon, its elected and appointed officials, employees, volunteers, and other 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, including bodily injury or death and/or property damage including loss of use thereof which arises out of, or is in any way connected or associated with this event. You and/or the organization that holds responsibility will be held liable for the conduct of the event and each of its participants.

  
Signature

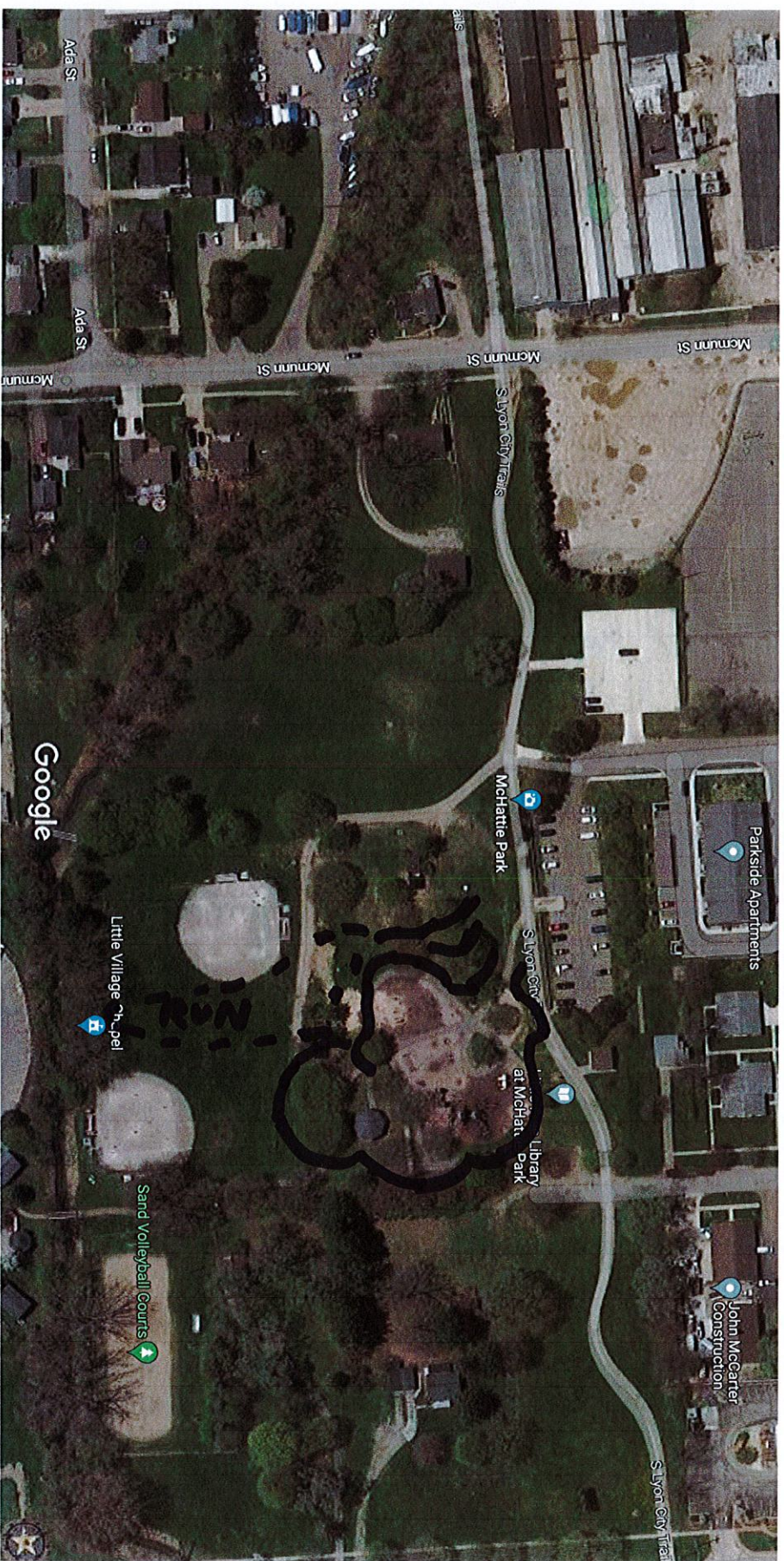
4-5-2023  
Date





South Lyon Pride in the Park 2023 - July 8th

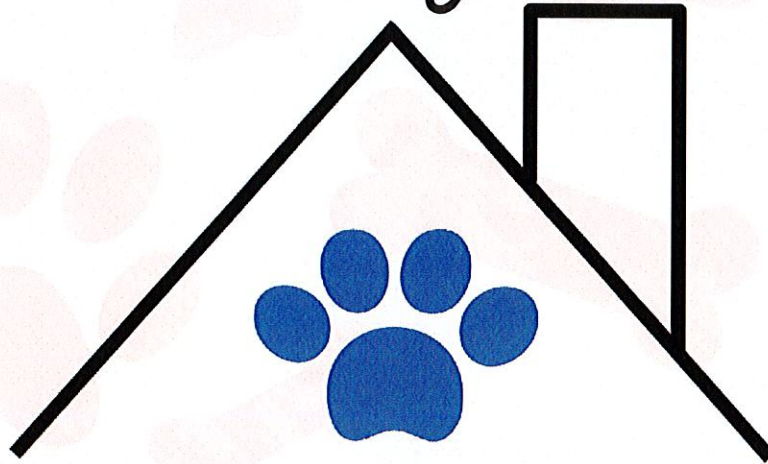
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# Ribbon Cutting Ceremony



**Pup Town**

**Overnight  
and Daycare**

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**Please Join Us  
Tuesday, May 2nd  
9am**

**430 E. Liberty St, South Lyon**

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Visit us at [www.pup-town.com](http://www.pup-town.com) or 248.533.1650  
Facebook @puptownsouthlyon