

# CALL MEETING TO ORDER

MAYOR FARMER WILL  
CALL MEETING TO ORDER



**BANGOR, MI**  
TRAIN CITY USA  
GATEWAY TO THE LAKE

# PLEDGE OF ALLEGIANCE

THE MAYOR WILL CALL ON A COUNCIL  
MEMBER TO LEAD THE PLEDGE,  
EVERYONE CAN PARTICIPATE



**BANGOR, MI**  
**TRAIN CITY USA**  
GATEWAY TO THE LAKE

# ROLL CALL & QUORUM

CLERK WILL DO A ROLL CALL, QUORUM IS  
FOUR (4) COUNCILMEMBERS



**BANGOR, MI**  
**TRAIN CITY USA**  
GATEWAY TO THE LAKE

# EXCUSE ABSENT COUNCIL MEMBERS

COUNCIL WILL ALREADY KNOW WHAT  
COUNCIL MEMBERS ARE ABSENT AND  
EXCUSES, THIS IS AN OPPORTUNITY TO  
EXCUSE OR NOT EXCUSE A COUNCIL  
MEMBERS ABSENCE AT EACH MEETING



**BANGOR, MI**  
**TRAIN CITY USA**  
GATEWAY TO THE LAKE





1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call and Determination of Quorum**
4. **Authorization to Excuse Absences, if any, from the Meeting**
5. **Approval of Agenda for 09/02/25**
6. **Adopt Consent Agenda** (Roll Call Vote)

**STAY CONNECTED**  
**WEBSITE:** cityofbangormi.org  
**FACEBOOK:** BangorMI  
**YOUTUBE:** @CityofBangorMI  
**NIXLE:** text "49013" to 888777

All items listed under 'Consent Agenda Items' are considered to be routine and have previously been reviewed by Council, and will be enacted with one motion, unless stated otherwise by a Council Member, in which event the item will be removed from the consent agenda and considered in unfinished business.

- a. Approval of **Regular Meeting** minutes for **08/18/25**
- b. Approval of **General Checking Accounts Payable & Payroll** for **08/27/25** for **\$68,683.77**
- c. Approval of **T&A 2 Accounts Payable** for **08/27/25** for **\$142,851.10**
- d. Approval of **ROADS Accounts Payable** for **08/27/25** for **\$2,000.00**
- e. Adoption of **Budget Policy 2025-101 (Treasury Department)**
- f. Adoption of **Audit Policy 2025-102 (Treasury Department)**
7. **Comments/Concerns from the Audience/Public\***  
This is an opportunity for the public to address the Council and to make any appropriate comments. Persons addressing City Council are to wait until they are recognized by the Mayor/Chair. Please limit your comments to three (3) minutes per speaker.
8. **Regular Business** (Resolutions, Proclamations, Department Head Reports, and Presentations)
  - a. None
9. **Unfinished Business/Postponed Items**
  - a. None
  - b. Items Removed from Consent Agenda (If any item is removed from Consent Agenda, it is discussed here)
10. **New Business**
  - a. **ACTION ITEM: City Wide Trash & Recycling Contract** ..... City Manager Weber  
The Council will: Review the bid tabulation, proposals, discuss, and award the contract.
  - b. **ACTION ITEM: Replacement AC Police Department** ..... City Manager Weber  
The Council will: Review the quotes, discuss, and choose vendor.
11. **Comments/Concerns from the Audience/Public\***  
This is an opportunity for the public to address the Council and to make any appropriate comments. Persons addressing City Council are to wait until they are recognized by the Mayor/Chair. Please limit your comments to three (3) minutes per speaker.
12. **Councilmember Closing Comments**
13. **Adjournment**

**Special Council Meetings:**

**WEDNESDAY, SEPTEMBER 3<sup>RD</sup>, 2025 @ 7PM & THURSDAY, SEPTEMBER 4<sup>TH</sup>, 2025 @ 7PM**

**Next Regularly Scheduled Meeting:**

**MONDAY, SEPTEMBER 15<sup>TH</sup>, 2025**

For minutes, agendas, and packets refer to the City's website at **www.cityofbangormi.org**

\*The purpose of the public comment periods are for members of the public to inform the council of their views. Traditionally, Council does not respond to comments made at the meeting; however, the Mayor or City Manager may direct staff to follow up with the speaker as appropriate. Public and council comments are not required to be recorded. "Meeting Minutes are a record of what was done, not what was said" - Roberts Rules of Order Newly Revised (RONR)

# ADOPT CONSENT AGENDA

COUNCIL WILL APPROVE  
CONSENT AGENDA FOR 09/02/25

- MINUTES 08/18/25
- GENERAL AP APPROVAL
  - T&A APPROVAL
- ROADS APPROVAL
- BUDGET POLICY
- AUDIT POLICY



**BANGOR, MI**  
**TRAIN CITY USA**  
GATEWAY TO THE LAKE



Council Chambers

Regular Meeting

7:00PM

257 W MONROE ST BANGOR, MI 49013

1. This meeting was called to order by Mayor Farmer at 7:00 pm.
2. PLEDGE OF ALLEGIANCE IS LED BY COUNCILMEMBER GARCIA AND RECITED BY ALL PRESENT
3. ROLL CALL & DETERMINATION OF QUORUM

Attendee Name	Title	Status	
		Present	Absent
Lynne Farmer	Mayor	X	
Pati Martinez-Serratos	Mayor Pro Tem	X	
Hel�ne Rivers	Councilmember	X	
Jeremy Uplinger	Councilmember	X	
Renee Doroh	Councilmember	X	
Amber Garcia	Councilmember	X	
Darla McCrumb	Councilmember	X	
QUORUM MET (7 PRESENT)			

**OTHERS PRESENT**

Justin Weber, City Manager  
Shelly Umbanhowar, City Clerk  
Stephenie Cagle, City Treasurer  
Steve Lowder, DPW Director

Paul Leonard, Police Officer  
Ezekiel Drake, Code Enforcement Officer  
Scott Graham, City Attorney  
Approximately 20 members of the public

4. **AUTHORIZATION TO EXCUSE ABSENT COUNCILMEMBER(S) FROM THE MEETING**  
No Absences

5. **APPROVAL OF REGULAR AGENDA**

**Motion to accept Regular Meeting 08/18/25 Agenda as presented.**

**RESULT:** CARRIED (UNANIMOUS)  
**MOVER:** Jeremy Uplinger, Councilmember  
**SECONDER:** Amber Garcia, Councilmember

6. **APPROVAL OF CONSENT AGENDA**

a. **Consent Agenda**

**Motion to accept Consent Agenda items:** Regular Meeting Minutes **08/04/25**. Accounts Payable/Payroll: General Checking in the amount of **\$107,946.34**, T&A2 Checking in the amount of **\$70,877.96**.

**RESULT:** MOTION CARRIED (7 YES) (ROLL CALL)  
**MOVER:** Jeremy Uplinger, Councilmember  
**SECONDER:** Pati Martinez-Serratos, Mayor Pro Tem  
**AYES:** Rivers, Uplinger, McCrumb, Martinez-Serratos, Farmer, Rivers, Garcia  
**NAYS:** None

**7. OPPORTUNITY FOR PUBLIC COMMENT**

Mayor Farmer opened the public comment. No public comments were offered. Mayor Farmer closed the public comment period.

**8. REGULAR BUSINESS****a. Reports****i. Department Heads**

DPW, Police, Fire, Code Enforcement, Clerk, and Treasurer heard or written report given.

**ii. Commission and Boards**

Reports from Planning, Cemetery, Parks & Recreation, EDC, and DDA heard or written report given.

**iii. Other**

Bangor Housing Commission, Van Buren County Senior Services and Van Buren Conservation District updates were given.

**9. UNFINISHED BUSINESS/POSTPONED ITEMS/REMOVED FROM CONSENT AGENDA ITEMS****a. Unfinished Business/Postponed Items**

None

**b. Items Removed from Consent Agenda**

None

**10. NEW BUSINESS****A. Public Hearing for MSHDA CDBG Funding**

Discussion on this topic began at 7:24 PM and ended at 7:36 PM.

**B. Adopt Resolution 2025-11 MSHDA CDBG Funding****Motion to adopt Resolution 2025-11 MSHDA CDBG Funding**

**RESULT:** CARRIED (UNANIMOUS)

**MOVER:** Heléne Rivers, Councilmember

**SECONDER:** Amber Garcia, Councilmember

**C. City Attorney Current Balance Due**

**Motion to accept City Attorney Graham's offer of a discounted rate for invoices due from Dec 1, 2024 to July 31, 2025. Actual amount due \$57,750.00, discounted rate of \$5,500.00 per month = \$44,000.00.**

**RESULT:** MOTION CARRIED (7 YES) (ROLL CALL)

**MOVER:** Darla McCrumb, Councilmember

**SECONDER:** Amber Garcia, Councilmember

**AYES:** Doroh, Uplinger, McCrumb, Martinez-Serratos, Farmer, Rivers, Garcia

**D. Request for Hearing to Appeal Termination**

**Motion to accept former DPW Employee Jordan Cummins request for a Public Hearing to Appeal his Termination.**

**RESULT:** MOTION CARRIED (4 YES, 3 NO) (ROLL CALL)

**MOVER:** Pati Martinez-Serratos, Mayor Pro Tem

**SECONDER:** Jeremy Uplinger, Councilmember

**AYES:** Uplinger, Martinez-Serratos, Farmer, Rivers

**NAYS:** McCrumb, Doroh, Garcia

**E. City Paid Holidays**

**Motion to add Good Friday back to the City Paid Holidays list. Bringing the City Paid Holidays to Fourteen (14) Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve Day.**

**RESULT: MOTION CARRIED (5 YES, 2 NO) (ROLL CALL)**

**MOVER:** Amber Garcia, Councilmember

**SECONDER:** Pati Martinez-Serratos, Mayor Pro Tem

**AYES:** Uplinger, Martinez-Serratos, Farmer, Rivers, Garcia

**NAYS:** McCrumb, Doroh

**11. OPPORTUNITY FOR PUBLIC COMMENT**

Mayor Farmer opened the public comment. One public comment was offered. Mayor Farmer closed the public comment period.

**12. COUNCILMEMBER CLOSING COMMENTS**

Councilmember comments were heard.

**City Attorney Graham informs the Council that they need to give a date and time for the public hearing they granted to former DPW Employee Jordan Cummins.**

**Motion to have a Special Meeting on Tuesday, August 26, 2025 at 7:00 PM at City Hall 257 W Monroe St Bangor, MI 49013 for former DPW Employee Jordan Cummins Public Hearing to Appeal his Termination.**

**RESULT: CARRIED (UNANIMOUS)**

**MOVER:** Heléne Rivers, Councilmember

**SECONDER:** Amber Garcia, Councilmember

**13. ADJOURNMENT**

**Motion to adjourn at 8:04 PM.**

**RESULTS: CARRIED (UNANIMOUS)**

**MOVER:** Jeremy Uplinger, Councilmember

**SECONDER:** Heléne Rivers, Councilmember

\_\_\_\_\_  
Shelly Umbanhowar, City Clerk

\_\_\_\_\_  
Mayor Lynne Farmer

**CERTIFICATION**

I, **Shelly Umbanhowar**, the duly appointed Clerk for the City of Bangor, do hereby certify that this is a true and exact copy of the minutes from the **Regular Meeting held on Monday, August 18, 2025**. These minutes were **approved by the City Council on Tuesday, September 2<sup>nd</sup>, 2025**, by unanimous vote. The original is on file at the Bangor City Hall, 257 W. Monroe Street, Bangor, Michigan 49013.

\_\_\_\_\_  
Shelly Umbanhowar, City Clerk



**BANGOR, MI**  
**TRAIN CITY USA**  
GATEWAY TO THE LAKE

## CITY COUNCIL

### AGENDA FACT SHEET

**To:** Mayor Farmer, Pro Tem Martinez-Serratos, Councilmember Rivers, McCrumb, Garcia, Doroh and Uplinger

**CC:** Justin Weber, City Manager

**From:** Shelly Umbanhowar, City Clerk

**CC:** Stephenie Cagle, Treasurer; Shelly Umbanhowar, Clerk

**Subject:** Accounts Payable and Payroll

**Date:** 08/27/25

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#### **Recommended Action:**

**GENERAL CHECKING** - Treasurer recommends City Council approval of the following:

- **Paper Checks** for 08/26/25 in the amount of **\$22,386.70.**
- **Payroll** in the amount of **\$41,302.07.**
- **Checks In Between** in the amount of **\$4,995.00.**
  - For a **grand total** amount of **\$68,683.77** from the **GCK-2** account.

• <b>TOTAL AMOUNT OF <u>GCK-2</u> BILLS LIST &amp; PAYROLL</b>	<b>\$68,683.77</b>
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**T&A 2** - Treasurer recommends City Council approval of the following:

- **Bill List** for 08/26/25 in the amount of **\$142,851.10**
  - For a **grand total** amount of **\$142,851.10** from the **T&A 2** account.

• <b>TOTAL AMOUNT OF T&amp;A 2 BILLS LIST</b>	<b>\$142,851.10</b>
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**ROADS** - Treasurer recommends City Council approval of the following:

- **Bill List** for 08/26/25 in the amount of **\$2,000.00**
  - For a **grand total** amount of **\$2,000.00** from the **ROADS** account.

• <b>TOTAL AMOUNT OF ROADS BILLS LIST</b>	<b>\$2,000.00</b>
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#### **Council Action:**

For Action

#### **Summary:**

See GCK-2, T&A 2, AND ROADS Invoice approval lists.

08/26/2025 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF BANGOR  
 EXP CHECK RUN DATES 09/03/2025 - 09/03/2025  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: GCK-2

Vendor Code	Vendor Name	Invoice	Description	Amount
AT&T	AT&T MOBILITY			
	08142025	PHONE @ WELLS		117.72
TOTAL FOR: AT&T MOBILITY				117.72
AUTO	AUTO-WARES GROUP			
	378-223708	HOOD LATCH KIT		45.98
TOTAL FOR: AUTO-WARES GROUP				45.98
CINTAS	CINTAS CORPORATION #301			
	4240297534	DPW UNIFORMS		65.44
	5285255305	HARD SURFACE DISINFECTANT, CABINET ORGANIZATION		7.98
TOTAL FOR: CINTAS CORPORATION #301				73.42
CONSUMERS	CONSUMERS ENERGY			
	100010938270.090925	WELL #9 07/18-08/17/25		120.74
	100010938833.090925	WELL #8 07/17-08/17/25		1,262.65
TOTAL FOR: CONSUMERS ENERGY				1,383.39
DANSAUTO	DAN'S AUTOMOTIVE			
	I011185	CAR #53 - BATTERY SWITCH		110.00
TOTAL FOR: DAN'S AUTOMOTIVE				110.00
DELTA	DELTA DENTAL OF MICHIGAN			
	RIS0006557241	DENTAL INSURANCE - SEPT 2025		1,596.95
TOTAL FOR: DELTA DENTAL OF MICHIGAN				1,596.95
FLEETWOOD	FLEETWOODS MECHANICAL SERVICES			
	70230	POLICE DEPT - AC SERVICE CALL		142.50
TOTAL FOR: FLEETWOODS MECHANICAL SERVICES				142.50
GENESIS	GENESIS WEB DESIGN			
	091225	WEBSITE DOMAIN RENEWAL ANNUAL		80.00
TOTAL FOR: GENESIS WEB DESIGN				80.00

PRIMAR	MERLE BOES, INC		
	SI-96879	DEF FLUID - GENERATOR DIESEL FOR WELL/LIFT STATION	55.96
TOTAL FOR: MERLE BOES, INC			55.96
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CLEANS	MR. CLEAN'S		
	2024.1231-333	POLICE DEPT CLEANING	1,595.00
TOTAL FOR: MR. CLEAN'S			1,595.00
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PCI	PERCEPTIVE SERVICE & OPERATIONS		
	17281	ADJUST ALARM CALLOUT	158.00
TOTAL FOR: PERCEPTIVE SERVICE & OPERATIONS			158.00
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PRIORITY	PRIORITY HEALTH		
	252280025403	HEALTH INSURANCE SEPT 2025	10,602.45
TOTAL FOR: PRIORITY HEALTH			10,602.45
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STANDARD	STANDARD INSURANCE COMPANY		
	090125	LIFE INSURANCE	184.67
TOTAL FOR: STANDARD INSURANCE COMPANY			184.67
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STAPLES	STAPLES		
	7006354657	JANITORIAL SUPPLIES, PAPER, MISC OFFICE SUPPLIES	408.86
	7006375882	CREDIT FOR OFFICE SUPPLY ITEM NOT REC'D	(32.42)
	7006445998	LETTER TRAYS FOR PAPERWORK ORGANIZATION - DPW	22.86
	7006470361	OFFICE SUPPLIES, CITY HALL - STAPLE REMOVERS	9.56
TOTAL FOR: STAPLES			408.86
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TAPPERFORD	TAPPER FORD		
	01992	DPW FORD 250 - VEHICLE MAINT	165.02
	2008	DPW FORD - VEHICLE MAINT	165.02
TOTAL FOR: TAPPER FORD			330.04
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TELERAD	TELE-RAD, INC.		
	920279	POLICE VEHICLE - MODEM ISN'T CONNECTING REPAIR	130.00
	920280	POLICE VEHICLE - MAINT VIDEO SYSTEM	127.50
TOTAL FOR: TELE-RAD, INC.			257.50
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TRACE	TRACE ANALYTICAL LABORATORIES, INC		
	5080746	DRINKING WATER REQ	2,078.25
TOTAL FOR: TRACE ANALYTICAL LABORATORIES, INC			2,078.25
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TRUCK	TRUCK & TRAILER SPECIALITIES		
	DSO017266	CUTTING EDGES AND HARDWARE - DPW TOOLS	368.50
TOTAL FOR: TRUCK & TRAILER SPECIALITIES			368.50

USBANK	US BANK EQUIPMENT FINANCE		
	561770793	COPIER LEASE & FEES	704.46
TOTAL FOR: US BANK EQUIPMENT FINANCE			704.46

USABLUE	USA BLUEBOOK		
	INV00802549	WATER TREATMENT SUPPLIES	223.13
	INV00802594	WATER TREATMENT SUPPLIES	961.49
TOTAL FOR: USA BLUEBOOK			1,184.62

VERIZWIRE	VERIZON WIRELESS		
	6120714776	DPW, POLICE, CODE ENF - ON DUTY PHONES SEPT 2025	152.96
TOTAL FOR: VERIZON WIRELESS			152.96

WOLF DUBO	WOLF KUBOTA		
	MAT-212038	MAINT DPW SKID STEER	755.47
TOTAL FOR: WOLF KUBOTA			755.47

<b>TOTAL - ALL VENDORS</b>			<b>22,386.70</b>
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PAYROLL	PAYROLL		
	JULY BOR	JULY BOARD OF REVIEW	80.73
	PAYROLL	08/29/25 (08/10-08/23/25) TO FIX ERROR	1,961.12
	PAYROLL	08/29/25 (08/10-08/23/25)	39,260.22
TOTAL FOR: PAYROLL			41,302.07

<b>TOTAL - ALL PAYROLL</b>			<b>41,302.07</b>
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CHECKS	IN BETWEEN		
	CHECKS IN BETWEEN	HOMESERVE - WATER, SEWER, LEAK PROTECTION JUNE, JULY, AUGUST 2025	4,935.00
	CHECKS IN BETWEEN	VAN BUREN COUNTY REGISTER OF DEEDS	60.00
TOTAL FOR: CHECKS IN BETWEEN			4,995.00

<b>TOTAL - ALL CHECKS IN BETWEEN</b>			<b>4,995.00</b>
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<b>TOTAL - ALL CATEGORIES</b>			<b>68,683.77</b>
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**FUND TOTALS:**

Fund 101 - GENERAL FUND	12,642.54
Fund 590 - SEWER FUND	1,363.63
Fund 591 - WATER FUND	6,127.61
Fund 661 - MOTOR EQUIPMENT FUND	2,252.92

**BANK TOTALS:**

Bank GCK-2 GENERAL CHECKING 2	63,829.50
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**PAYMENT TYPE TOTALS:**

Paper Check	22,386.70
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<b>PAGE 3 TOTAL</b>			<b>49,463.08</b>
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08/20/2025 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF BANGOR  
EXP CHECK RUN DATES 08/20/2025 - 08/20/2025  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: ROADS - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name	Description	Amount
	Invoice		
PASS THROUGH	PASS THROUGH TAXES	SUMMER TAX DISBURSEMENT 07/17-07/29/25	
		ABB JOINT FIRE BOARD	5,361.60
		BANGOR DDA	33,225.89
		BANGOR EDC	11,075.29
		CITY OF BANGOR	59,481.79
		VAN BUREN COUNTY TREASURER	33,706.53
TOTAL FOR: PASS THROUGH TAXES			142,851.10
TOTAL - ALL VENDORS			142,851.10

08/26/2025 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF BANGOR  
EXP CHECK RUN DATES 09/03/2025 - 09/03/2025  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: ROADS

Vendor Code	Vendor Name		
	Invoice	Description	Amount
TREE BUSTE	TREE BUSTERS AND MORE LLC		
	0000757	TREE REMOVAL AT DPW & FIRE DEPARTMENT	2,000.00
TOTAL FOR: TREE BUSTERS AND MORE LLC			2,000.00
TOTAL - ALL VENDORS			2,000.00

# Memo



**BANGOR, MI**  
**TRAIN CITY USA**  
GATEWAY TO THE LAKE

To: Mayor Farmer  
City Manager Weber  
Mayor Pro-Tem Martinez–Serratos  
Councilmember Uplinger  
Councilmember McCrumb  
Councilmember Rivers  
Councilmember Doroh  
Councilmember Garcia

From: Stephenie Cagle, Treasurer

cc: N/A

Date: 8/21/2025

Re: City Council Meeting 9/2/2025

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The purpose of this memo is to outline the importance of adopting a formal budget policy and a comprehensive audit policy for the City of Bangor, ensuring transparency, accountability, and compliance with state and local regulations.

## 1. Importance of a Budget Policy

A budget policy serves as the foundation for the City's financial planning and management. By adopting a formal policy, the Council establishes clear guidelines for allocating, tracking, and reporting public funds.

### Key benefits include:

- **Financial Stability:** Ensures that expenditures remain within available resources and prevents deficit spending.
- **Transparency & Accountability:** Provides a structured process for reviewing revenues, expenditures, and fund balances.
- **Improved Decision-Making:** Offers reliable financial data to guide Council decisions on priorities and resource allocations.
- **Compliance with State Law:** Ensures the City adheres to the State of Michigan's budgeting requirements for municipalities.

## 2. Importance of an Audit Policy

An audit policy ensures that the City's financial statements and accounting practices are independently reviewed on a regular basis. For cities with populations under 4,000, Michigan law requires at least a biennial audit; however, adopting a formal policy promotes stronger fiscal responsibility.

**Key benefits include:**

- **Independent Verification:** Confirms the accuracy of financial records and detects potential errors or irregularities.
- **Public Confidence:** Builds trust with residents, businesses, and stakeholders by demonstrating sound financial stewardship.
- **Early Detection of Issues:** Identifies inefficiencies, mismanagement, or potential fraud before they escalate.
- **Best Practices:** Positions the City to comply with grant requirements and other funding opportunities that require audited financials.

**Recommendation**

I recommend that the City Council adopt:

1. **A Budget Policy** – Establishing procedures for preparing, reviewing, adopting, and amending the annual budget.
2. **An Audit Policy** – Outlining the requirements for regular independent audits, in compliance with Michigan law.

Implementing these policies will strengthen the City's financial management, improve transparency, and enhance public trust.

**CITY OF BANGOR**  
**VAN BUREN COUNTY, MICHIGAN**  
**POLICY 2025-101**  
**BUDGET POLICY**

<b>Policy Number:</b> 2025-101	<b>Revision Date:</b>
<b>Date Adopted:</b>	
<b>Department:</b> Treasury	

**SECTION 1 PURPOSE**

This policy implements the provisions of Chapter IX – General Finance of the City Charter and provides guidance for preparing, reviewing, adopting, and controlling the annual budget for the City of Bangor. It ensures legal compliance, fiscal discipline, and transparency in the management of public funds.

**SECTION 2 FISCAL YEAR**

The fiscal year and budget year of the City of Bangor and its agencies begin **July 1** and end **June 30** each year.

**SECTION 3 BUDGET PREPARATION**

- **Departmental Estimates:**  
By **May 1** of each year, each officer, department, and board must submit to the City Manager an **itemized estimate** of expected income (if any) and expenditures for the next fiscal year for all activities under its control.
- **City Manager Review:**  
The City Manager shall compile, review, and evaluate all budget requests and prepare budgetary recommendations for submission to the City Council by **June 1**.

**SECTION 4 BUDGET DOCUMENT REQUIREMENTS**

The budget document must present a **complete financial plan** for the upcoming year and must include at a minimum:

1. A detailed budget summary showing estimated receipts and expenditures for each fund and in total.
2. A statement of proposed expenditures for each fund, itemized by department and activity, with comparisons to prior year expenditures.
3. Statements of anticipated income from all sources (taxes and non-taxes) with comparisons to prior year actuals.

4. The estimated financial condition of each City fund, showing surpluses, deficits, and all transfers.
5. A statement of the City's bonded and other indebtedness, with amounts required for principal and interest payments.
6. Outstanding delinquent taxes and special assessments from the current and previous fiscal years, and estimated collections for the next fiscal year.
7. The amount proposed to be raised by taxation and by bond issues, together with all other anticipated revenues, necessary to meet proposed expenditures.
8. Any additional information required by the City Council.

## **SECTION 5 PUBLIC HEARING**

- The City Clerk shall publish notice of the public hearing at least **10 days** in advance.
- The proposed budget shall be on file in the Clerk's office during normal office hours for at least **10 days** before the hearing.
- Any qualified elector may request a copy of the proposed budget between the publication date and the date of adoption. The Clerk must provide the copy (by mail, email, or in person) within **24 hours** of the request.

## **SECTION 6 BUDGET ADOPTION**

- The City Council shall adopt the budget and make appropriations by resolution **no later than the second regular meeting in June**.
- The resolution shall designate the sums to be raised by taxation for general purposes and debt service.
- If the budget is not adopted by the close of the second Monday in June, the prior year's budget shall be continued on a **month-to-month basis**, with all items prorated, until the new budget is adopted.

## **SECTION 7 BUDGET CONTROL AND AMENDMENTS**

### **(a) Appropriation Requirement**

- No funds shall be spent from the General Fund unless an appropriation has been made, except for expenses covered by bonds, special assessments, or other non-budgeted sources.
- All financial obligations must be fully covered by appropriations for the current fiscal year.

### **(b) Transfers (Amendments)**

- The Council may approve, through a formal resolution, the transfer of any unused appropriation balance from one department, fund, or agency to another.

### **(c) Expenditures from Contingent Accounts**

- Money cannot be spent directly from contingent or general accounts. Before making any expenditure, funds must be transferred into the specific budget item designated for that expense.

#### **(d) Revenue Shortfalls**

- At the beginning of each quarter, or more often if needed, the Mayor will provide the Council with a report comparing the estimated revenues and expenditures to the actual amounts.
- If revenues fall short of estimates, the Council may reduce appropriations (except for debt payments) to ensure spending stays within the available funds.

#### **(e) Lapsed Appropriations**

- Any unspent funds in an annual appropriation at the end of the fiscal year will return to the General Fund.

### **SECTION 8 SPECIAL ACCOUNTS FOR CAPITAL AND EQUIPMENT**

- The Council may, by ordinance, establish and maintain continuing accounts for accumulating funds for:
  1. Acquiring, extending, altering, constructing, or repairing public improvements or buildings.
  2. Purchasing equipment of any type.
- Appropriations to such accounts may be made in the annual budget or during the year from available funds.
- Funds in such accounts remain available at year-end and may only be used for their original purpose unless changed by ordinance and, in certain cases, by majority vote of electors.
- Once the purpose of such an account is fulfilled, any remaining balance may be transferred by the Council to another City account.

### **SECTION 9 COMPLIANCE AND REVIEW**

- All City officers, employees, boards, and commissions must comply with the provisions of this policy and the City Charter.
- The Finance Department shall annually review budget procedures to ensure compliance with applicable laws and recommend updates to this policy to the City Council as needed.

### **SECTION 10 BUDGET PREPARATION CALENDAR**

Date/Deadline	Task	Responsible Party
March 15	The Finance Department issues budget instructions, forms, and prior year actuals for reference.	Finance Director / Treasurer
April 1 – April 15	Department heads review programs, staffing, and capital needs; begin drafting budget requests.	Department Heads
May 1	Submit itemized estimates of income and expenditures to the City Manager.	All Departments / Boards
May 1 – May 20	City Manager reviews requests, meets with departments, and adjusts as necessary.	City Manager
June 1	Submit proposed budget to City Council.	City Manager
June 1 – June 10	The clerk publishes notice of public hearing and makes the budget available to the public.	City Clerk



Date/Deadline	Task	Responsible Party
By the Second Regular Meeting in June	Hold public hearing; Council adopts budget and appropriations resolution.	City Council
July 1	The new fiscal year begins.	All Departments
Quarterly	The mayor reports actual revenues/expenditures vs. estimates; adjustments are made if necessary.	Mayor / Finance Director
Year-End (June 30)	Close books; unencumbered balances revert to the General Fund.	Finance Director

## SECTION 11 EFFECTIVE DATE

This policy is effective immediately and will be reviewed periodically to ensure compliance with municipal financial regulations.

At a regular meeting of the City Council of the City of Bangor held on Tuesday, September 2<sup>nd</sup>, 2025, adoption of the foregoing ordinance was moved by \_\_\_\_\_ and supported by \_\_\_\_\_.

Voting for: \_\_\_\_\_

Voting against: \_\_\_\_\_

Mayor Farmer declared the policy adopted.

## CERTIFICATION

I further certify that \_\_\_\_\_ moved for adoption of said Budget Policy 2025-101, and that \_\_\_\_\_ seconded said motion.

I further certify that the following members voted for adoption of said Budget Policy 2025-101: \_\_\_\_\_ and that the following members voted against such Policy: \_\_\_\_\_.

I further certify that said Bank Reconciliation Policy 2025-100 has been recorded in the Policy Book of the City of Bangor.

The foregoing is a true and complete copy of a Policy adopted by the City Council of the City of Bangor, County of Van Buren, and State of Michigan, at a Regular meeting held this 2<sup>nd</sup> day of September, 2025, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, the same being the Open Meetings Act, and the Minutes of said meeting have been or will be made available as required by said Act.

\_\_\_\_\_  
Shelly Umbanhowar  
City Clerk  
City of Bangor

**CITY OF BANGOR**  
**VAN BUREN COUNTY, MICHIGAN**  
**POLICY 2025-102**  
**INDEPENDENT AUDIT & SYSTEM OF ACCOUNTING POLICY**

<b>Policy Number:</b> 2025-102	<b>Revision Date:</b>
<b>Date Adopted:</b>	
<b>Department:</b> Treasury	

**SECTION 1 PURPOSE**

To ensure independent oversight of the City's financial records and internal controls, to comply with Michigan law, and to provide accurate, timely, and publicly available financial reports to the Council and citizens.

**SECTION 2 AUTHORITY**

This policy implements Section 9.8 of the City's financial policies and is adopted under the authority of the Uniform Budgeting and Accounting Act and related Michigan statutes and Treasury guidance. State law provides that local units with a population of less than 4,000 must obtain an audit at least biennially (every two years); local units with a population of 4,000 or more must obtain an annual audit. The Department of the Treasury strongly encourages annual audits even for smaller units.

**SECTION 3 POLICY STATEMENT**

An independent audit of the City's accounts and financial statements shall be performed by a qualified public accountant experienced in municipal accounting. The audit shall be performed at least as frequently as required by Michigan law: annually for local units with a population 4,000 or greater and not less frequently than biennially for local units with a population under 4,000. The Council may require audits more frequently when circumstances warrant.

**SECTION 4 SCOPE OF AUDIT**

The audit shall cover:

- All funds and accounts of the City.
- Review of internal control structure and procedures, with findings and recommendations.
- Compliance testing with applicable Michigan laws, grant terms, and major compliance areas.
- Any other procedures the Council or the Department of Treasury may require.

- Auditors shall follow applicable Government Auditing Standards and any Michigan Department of Treasury audit guidance.

## **SECTION 5 SELECTION OF AUDITOR**

- The City Council shall select a qualified, licensed Certified Public Accountant or firm with municipal audit experience.
- Selection shall follow the City's procurement policy (RFP or RFQ as required), including evaluation of municipal experience, references, proposed scope, timelines, and fees.
- Engagement letters shall be executed before the start of audit fieldwork and shall define the scope, timeline, deliverables, fees, and responsibilities of management and auditors.

## **SECTION 6 TIMING AND FILING**

- Audits shall be conducted so the final audit report can be filed in accordance with Michigan law and Department of Treasury requirements.
- The City shall file applicable audit reports with the Michigan Department of Treasury within the timeframes required by statute (generally within six months following the close of the fiscal year, unless otherwise provided).

## **SECTION 7 ANNUAL REPORT AND PUBLIC AVAILABILITY**

- An annual financial report (audit report and financial statements) shall be prepared and made available to the public in printed and/or electronic form by the City Manager's office or designee.
- Audit reports shall be placed on file with the City Clerk and posted on the City website, and copies shall be made available upon request.

## **SECTION 8 BUDGETING FOR AUDIT COSTS**

- The Council shall provide adequate funding in each annual budget to defray the cost of required audits and any audit-related corrective actions. This will include funding for standard audit work and additional special audits if required.

## **SECTION 9 COMPLIANCE AND REVIEW**

- The City Administrator/Manager and Treasurer shall be responsible for preparing responses to any audit findings and for developing corrective action plans with reasonable completion timelines.
- Management responses and status updates on corrective actions shall be reported to the Council until findings are resolved.
- Significant deficiencies or material weaknesses must be brought to the Council's attention and remedied promptly.

## **SECTION 10 RECORDS AND RETENTION**

- The City shall retain financial records, supporting documents, and working papers consistent with state law and best practice to permit audit and review as required.
- Retention periods shall comply with the Michigan Municipal Records Retention Schedule and any specific audit-related retention requirements.

## **SECTION 11 UNIFORM SYSTEM OF ACCOUNTS**

- The City shall maintain a uniform system of accounts that conforms to the requirements of Michigan law and Department of Treasury guidance; accounting records shall be maintained in a manner that facilitates timely audit and reporting.

## **SECTION 12 SPECIAL OR INTERIM AUDITS**

- The Council or the Department of the Treasury may require interim or special audits when there is evidence of fraud, significant irregularities, or other circumstances that justify more frequent review. The City shall cooperate fully with any such audits.

## **SECTION 13 RESPONSIBILITIES**

- **City Council:** Approve auditor selection, provide funding, review audit reports, and ensure corrective actions are implemented.
- **City Manager/Administrator & Treasurer:** Coordinate the audit engagement, provide records and responses to auditor requests, and implement corrective action plans.
- **City Clerk:** Maintain official file copies of audit reports and ensure public access to audit reports.
- **Auditor:** Conduct the engagement in accordance with professional standards, issue the audit report, and communicate findings and recommendations.

## **SECTION 14 EFFECTIVE DATE**

This policy is effective immediately and will be reviewed periodically to ensure compliance with municipal financial regulations.

At a regular meeting of the City Council of the City of Bangor held on Tuesday, September 2<sup>nd</sup>, 2025, adoption of the foregoing ordinance was moved by \_\_\_\_\_ and supported by \_\_\_\_\_.

Voting for: \_\_\_\_\_

Voting against: \_\_\_\_\_

Mayor Farmer declared the policy adopted.

#### **CERTIFICATION**

I further certify that \_\_\_\_\_ moved for adoption of said Budget Policy 2025-101, and that \_\_\_\_\_ seconded said motion.

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\_\_\_\_\_  
Shelly Umbanhowar  
City Clerk  
City of Bangor

# NEW BUSINESS

-CITY WIDE TRASH  
& RECYCLING PROPOSALS  
-AC POLICE PROPOSALS



**BANGOR, MI**  
TRAIN CITY USA  
GATEWAY TO THE LAKE



**BANGOR, MI**  
**TRAIN CITY USA**  
GATEWAY TO THE LAKE

## CITY COUNCIL AGENDA FACT SHEET

**To:** Mayor Farmer, Pro Tem Martinez-Serratos, Councilmember Rivers, McCrumb, Garcia, Doroh, and Uplinger  
**CC:** Justin Weber, City Manager  
**From:** Shelly Umbanhowar, Clerk  
**CC:** Stephenie Cagle, Treasurer  
**Subject:** Trash & Recycling Proposals  
**Date:** 08/28/25

---

### **Summary:**

On Friday, August 15, 2025, the City Manager and City Clerk held the bid opening and tabulation for the upcoming trash and recycling services contract. Waste Management did not submit a proposal but provided a letter explaining their decision not to bid.

The City received two proposals:

- **BestWay**
- **Republic Services**

As a reminder, our current contract with Republic Services for citywide trash and recycling services will expire on **September 30, 2025**. In addition:

- BestWay currently services our transfer station and DPW garbage bins.
- Republic Services provides citywide trash and recycling collection.
- In recent years, the City has also contracted with Republic Services for spring and fall citywide bulk trash pick-ups.

The City Council must now review the proposals and determine which company to award the new contract to. This decision is necessary in order to coordinate services and enter into a new agreement before the current contract expires.

If any Councilmember has questions regarding our current services with Republic Services, please contact staff at City Hall prior to the meeting to discuss. Additionally, **Adam with BestWay will be present at the Council meeting to answer any questions regarding their proposal.**

Please review the submitted proposals in preparation for discussion and action at an upcoming council meeting.



**BANGOR, MI**  
**TRAIN CITY USA**  
GATEWAY TO THE LAKE

## City of Bangor

### CITY WIDE TRASH SERVICES

Trash and Recycling Bid Tabulation

**Bid Award Date: Anticipated Thirty (30) Days from Bid Opening**

**Date:** August 15, 2025

**Time:** 2:00 PM

**Location:** Bangor City Hall

Contractor Name	Date & Time Received	Solid Waste Collections & Disposal Sheet (Rates)	Certificate of Insurance	Itemized List of Equipment	Financial Statement	Good Standing Certificate	TOTAL
<i>Best Way</i>	<i>1:05pm 8/15/25</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<i>\$152.21 \$182.52 \$18.50 \$222.00</i>
<i>Republic</i>	<i>10:19am 8/13/25</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<i>\$20.50 per month \$240 per year \$240 \$904.1</i>
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	





WM Great Lakes Area  
41100 Plymouth Road, Suite 170  
Plymouth, MI 48170

August 14, 2025

Justin Weber  
City of Bangor  
257 W Monroe St.  
Bangor, MI 49013

RE: Waste Management Services

Dear Mr. Weber:

Waste Management of Michigan (WM) appreciates the opportunity to participate in the City of Bangor's Request for Proposals for Waste Management Services. Following careful consideration, WM is providing this Letter of No Bid in response to this solicitation.

WM reviews each bid solicitation carefully and must meet specific parameters to maintain economic viability. Unfortunately, as presented, critical components within the current solicitation make these parameters difficult to attain or ensure. These components include:

- **Project Zone.** While WM is always looking for ways to grow and partner with communities, due to our current hauling sites being over an hour from your community, we respectfully need to not enter a proposal for the current RFP. We will continue to work so we can have the opportunity to provide a proposal when you put this out to bid in the future.

WM remains interested in future City of Bangor opportunities. Please keep us on your vendor listing and contact us should you again seek proposals for waste management services.

Thank you once again for the opportunity to review and consider the bid form and information. Should you have any questions, please feel free to contact me.

Sincerely,  
David L Wainscott

David Wainscott  
Public Sector Representative, WM  
574.298.7739 | [dwainsc1@wm.com](mailto:dwainsc1@wm.com)



August 15, 2025

Justin Weber, City Manager  
City of Bangor  
257 W Monroe St  
Bangor, MI 49013

Re: Request for Proposal for Residential Solid Waste Collection and Disposal

Mr. Weber,

We are pleased to present you with the following pricing for solid waste collection and disposal per the attached Request for Proposals. Please note the following:

- Each residential unit will be provided with one new 96-gallon trash and recycling cart. Additional material placed by each cart will be collected once per month up four bags. If the resident has additional material more often an additional cart can be rented from us for a fee.
- Best Way observes the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Depending on what day the holiday falls on service could be one day late that week.
- Thursday will be the collection day for the city.

Thank you for the opportunity to submit this proposal. If you have any questions, please feel free to contact us. We look forward to working with you and the City of Bangor in the near future.

Sincerely,

Nate Niewoonder  
Sales Manager, Best Way Disposal

## **Company Narrative**

Best Way Disposal, Inc. is a local family owned and operated company that was incorporated in the State of Michigan in 1991. We provide solid waste hauling, disposal, recycling collection and processing services to residential, commercial and industrial customers in Southwest Michigan. We own and operate the Miller Road Transfer and Recycling facility on Miller Road in Kalamazoo, Michigan and the Orchard Hill Sanitary Landfill in Watervliet, Michigan.

We pride ourselves on being at the forefront of an ever-changing industry and we are constantly incorporating the latest technology. A good example of this is our gas to energy facility that opened August 15<sup>th</sup>, 2013, at Orchard Hill Landfill. This facility takes the methane gas that is created at the landfill and turns it into enough electricity to supply over 3,000 homes on a daily basis.

We employ over one hundred and fifty local employees and operate seventy-five collection vehicles on a daily basis from our facilities in Kalamazoo and Watervliet providing service to over seventy thousand customers.

We currently provide services to municipal contracts with the City of South Haven, the City of St. Joseph and St. Joseph Township, City of Otsego, the Village of Climax, Village of Augusta, Village of Stevensville, and the Village of Shoreham.

## **References and Experience**

### **City of St. Joseph**

700 Broad Street  
St. Joseph, MI 49085  
Emily Hackworth, City Manager  
ehackworth@sjcity.com  
(269) 983-5541

### **St Joseph Charter Township**

3000 Washington Ave  
St. Joseph, MI 49085  
Denise Cook, Manager  
dcook@sjct.org  
(269) 429-7703

### **City of South Haven**

539 Phoenix Street  
South Haven, Michigan 49090  
Kate Hosier, City Manager  
Michael Landis, Assistant City Manager  
(269) 637-0700

### **Village of Stevensville**

5768 St Joseph Ave  
Stevensville, MI 49127  
Kasey Dominguez, Village Manager  
(269) 429-1802



# DAVID CHAPMAN AGENCY

*Making Insurance and Bonds Easy*

March 5, 2025

Best Way Disposal, Inc.  
2314 Miller Road  
Kalamazoo, MI 49001

RE: Surety Bond Reference Letter

To Whom It May Concern:

It has been the privilege of the David Chapman Agency, Inc and Western Surety Company to provide surety bonds on behalf of Balkema Group of Companies including Best Way Disposal, Inc for over 30 years. During that time we have had excellent experience. All projects have been completed, and all obligations have been met. In our opinion Balkema Companies remain properly financed, well equipped, and capably managed.

We evaluate every project based upon its own merits, and the opinion of Best Way Disposal, Inc. However, at the present time, we have a Twenty-Five Million single project and Fifty Million aggregate surety program for this group of companies. As always, Western Surety Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing. Performance bonds will be issued on an annual performance bond for this project. We assume no liability to you or affiliates if for any reason we do not execute such bonds.

Western Surety Company is listed on the U.S. Treasury Department's Listing of Approved Sureties and is rated A (XIV) by A.M. Best's Company.

Sincerely,

Cloyd W Barnes  
Attorney-in-Fact

5700 W. Mount Hope Hwy. Lansing, MI 48917  
517.321.4600  
[www.DavidChapmanAgency.com](http://www.DavidChapmanAgency.com)





*This is to certify:*

**Entity Name:** BEST WAY DISPOSAL, INC.  
**Entity ID#:** 800345241  
**Entity Type:** Domestic Profit Corporation  
**Initial Filing Date:** 04/24/1991  
**Delayed Effective Date:**  
**Formation Jurisdiction:** Michigan  
**Act Formed Under:** 284-1972 Business Corporation Act

*That the above referenced entity was validly incorporated and said corporation is validly in existence under the laws of this state.*

*This certificate is issued in conformity with the Act it is formed under, to attest to the fact that the company is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



*In testimony whereof, I have hereunto set my hand, in the City of Lansing, on August 15, 2025.*

Linda Clegg, Director  
Corporations, Securities & Commercial Licensing Bureau

Certificate Number: 20337  
Verify this certificate at: [www.michigan.gov/corpverifycertificate](http://www.michigan.gov/corpverifycertificate)

# BEST WAY DISPOSAL, INC. BALANCE SHEET

	12/31/2024	12/31/2023
<b>ASSETS</b>		
Current Assets		
Cash	\$ 2,527,097	\$ 1,593,761
Investment in Affiliate	21,094,410	22,832,415
Accounts Receivable	4,053,640	4,520,607
Prepaid Expenses & Other Current Assets	937,292	347,019
Total Current Assets	28,612,440	29,293,802
Fixed Assets		
Original Cost	15,762,259	11,170,153
Accumulated Depreciation	(9,198,928)	(8,280,916)
Net Book Value	6,563,331	2,889,237
Other Assets	104,665	371,907
<b>TOTAL ASSETS</b>	<b>\$ 35,280,436</b>	<b>\$ 32,554,946</b>
<b>LIABILITIES &amp; STOCKHOLDERS' EQUITY</b>		
Current Liabilities		
Accounts Payable - & Other Accrued Expenses	\$ 1,739,218	\$ 1,102,229
Accounts Payable - Affiliate	849,048	457,183
Deferred Revenue	7,207,457	6,226,444
Total Current Liabilities	9,795,723	7,785,857
Long Term Debt		
Notes Payable - Affiliate	0	0
<b>STOCKHOLDERS' EQUITY</b>	<b>25,484,713</b>	<b>24,769,089</b>
<b>TOTAL LIABILITIES &amp; STOCKHOLDERS' EQUITY</b>	<b>\$ 35,280,436</b>	<b>\$ 32,554,946</b>

## NOTES:

1. Best Way Disposal, Inc. is privately owned. Therefore we request the confidentiality of this information be maintained.

2. Best Way Disposal does not have any external debt. Therefore we do not have an audited financial statement prepared by an external accounting firm.

### Residential Equipment List

<u>Year</u>	<u>Chassi Make</u>	<u>Body</u>
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2015	Peterbilt 320 S/L	31 Yard Wayne Automated Side Loader
2018	Peterbilt 520 S/L	25 Yard Bridgeport Automated Side Loader
2018	Peterbilt 520 S/L	25 Yard Bridgeport Automated Side Loader
2019	Peterbilt 520 S/L	25 Yard Bridgeport Automated Side Loader
2020	Peterbilt 520 S/L	31 Yard Curb Tender Automated Side Loader
2022	Peterbilt 520 S/L	31 Yard Hyle Command Automated Side Loader
2023	Peterbilt 520 S/L	31 Yard Curb Tender Automated Side Loader
2023	Peterbilt 520 S/L	31 Yard Curb Tender Automated Side Loader
2023	Peterbilt 520 S/L	31 Yard Curb Tender Automated Side Loader
2023	Autocar	31 Yard Newway Automated Side loader
2025	Mack	31 Yard Curb Tender Automated Side Loader
2025	Mack	31 Yard Curb Tender Automated Side Loader
2025	Mack	31 Yard Curb Tender Automated Side Loader
2025	Autocar	31 Yard Hyle Command Automated Side Loader
2016	Peterbilt 320 R/L	25 Yard McNeilus Rear Load
2018	Peterbilt R/L	25 Yard McNeilus Rear Load
2024	Peterbilt 520 R/L	25 Yard McNeilus Rear Load





AZOSERV-01

SDEWITT

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2025

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).

<b>PRODUCER</b> David Chapman Agency, Inc. P.O. Box 30109 Lansing, MI 48909	<b>CONTACT NAME:</b> Sue DeWitt	
	<b>PHONE (A/C, No, Ext):</b> (517) 319-8232	<b>FAX (A/C, No):</b> (517) 321-9443
	<b>E-MAIL ADDRESS:</b> sdewitt@davidchapmanagency.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> NATIONAL UNION FIRE INS CO.	<b>19445</b>
<b>INSURED</b>  Best Way Disposal, Inc. Division K 5300 Miller Rd Kalamazoo, MI 49048	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## 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 Liab <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			172-89-72	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			459-44-09	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<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 \$ 2,000,000			XCS 172-89-73	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Bangor  
257 W. Monroe Street  
Bangor, MI 49013

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

**MICHIGAN CERTIFICATE OF  
SPECIFIC/AGGREGATE EXCESS LIABILITY INSURANCE**

**To: Workers' Compensation Agency  
Michigan Department of Labor & Economic Growth  
P.O. Box 30016  
Lansing, Michigan 48909**

**Fax #: 517-322-5944  
Email GSI: kreinerj@michigan.gov  
Email ISI: staubf@michigan.gov**

This certifies that a workers' compensation excess liability insurance policy has been issued to the employers named below and the filing of this certificate is confirmation that the excess liability insurance policy identified below is effective on the date stated, that the policy form is approved for use in Michigan by the Insurance Commissioner and complies with all requirements in the Michigan Workers' Disability Compensation Act of 1969 and Administrative Rule 408.43k. Cancellation or intent to not renew the policy by the insurer or insured must be by courier, certified or registered mail and sent to the Bureau of Workers' Disability Compensation not less than 60 days prior to the cancellation or nonrenewal.

**Name of Insured Employers: AZO Services, Inc.**

**Name/Address of Insurer: Midwest Employers Casualty Company  
14755 North Outer Forty Drive, Suite 300  
Chesterfield, Missouri 63017**

**Policy Number: EWC007989 Effective Date: 08/31/2024**

**TERMS OF COVERAGE**

**Specific**

**Policy Limit: STATUTORY  
Retention: \$900,000  
Policy Term: 08/31/2024 to 08/31/2026**

**Aggregate**

**Policy Limit: \$5,000,000  
Retention Percentage: 416.3%  
Minimum Retention: \$8,136,250  
Estimated Retention: \$8,302,296  
Policy Term: 08/31/2024 to 08/31/2026**

**Midwest Employers Casualty Company**

(Insurer)



(Authorized Signature)

This certificate is subject to the terms, conditions and limitations of the agreement referred to and does not modify or expand the coverage provided by said agreement.

**Date certificate issued: 08/29/2024**

**Certificate of Excess Insurance**

Page Two

AZO Services, Inc.  
EWC007989  
08/31/2024 to 08/31/2026

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The following are to be included as named insureds:

The following are named as Insureds on the Policy:	Effective Date	Expiration Date
AZO Services, Inc.	08/31/2024	08/31/2026
Aggregate Resources, Inc.	08/31/2024	08/31/2026
Balkema Excavating, Inc.	08/31/2024	08/31/2026
Balkema, Inc.	08/31/2024	08/31/2026
Best Way Disposal, Inc.	08/31/2024	08/31/2026
Best Way of Indiana, Inc.	08/31/2024	08/31/2026
Buffer Management, Inc.	08/31/2024	08/31/2026
Decatur Hills, Inc.	08/31/2024	08/31/2026
HiPoint Aggregate Equipment LLC	08/31/2024	08/31/2026
Landfill Management Co.	08/31/2024	08/31/2026
Randolph Farms, Inc.	08/31/2024	08/31/2026
South Side Landfill, Inc.	08/31/2024	08/31/2026

**CITY OF BANGOR**  
**REQUEST FOR PROPOSALS**  
**RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL**  
**(Including Recycling)**

**July 10, 2025**

## **REQUEST FOR PROPOSALS**

### **FOR SOLID WASTE COLLECTION AND DISPOSAL**

#### **CITY OF BANGOR**

Sealed proposals are invited and will be received by the City of Bangor for collection and disposal of residential solid waste (including recycling) within the City.

Proposed forms and contract documents are available at the office of the City Clerk, 257 W Monroe St, Bangor, Michigan 49013.

Proposals must be on the Proposal Form and in accordance with instructions to contractors furnished by the City.

The defined terms appearing in the General Specifications apply to all Contract Documents.

Proposals will be received in the **City Hall, 257 W Monroe St, Bangor, Michigan**, until **August 15, 2025 at 2:00p.m.**, where they shall be publicly opened and read aloud.

The envelope containing the proposal must be plainly marked "**Proposal for Residential Waste Collection and Disposal**".

The City of Bangor reserves the right to reject any or all proposals, to waive irregularities in any proposal, and to make an award in the manner, consistent with the law, deemed in the best interest of the City.

Justin Weber, City Manager  
City of Bangor  
257 W Monroe St  
Bangor, Michigan 49013

INSTRUCTIONS TO CONTRACTORS  
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL  
(Including Recycling)

1.     **RECEIPT AND OPENING OF PROPOSALS**

The City of Bangor (the "City") invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately filled in. The envelopes containing the proposals must be sealed and addressed to the City of Bangor, and plainly marked "**Proposals for Solid Waste Collection and Disposal**"

2.     **PREPARATION OF THE PROPOSAL**

All proposals must be prepared and signed by the Contractor in the form attached hereto and without removal from this bound pamphlet. All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten, in both words and figures.

If a unit price or a lump sum is already entered by the contractor on the Proposal Form is to be altered, It shall be crossed out with ink and the new price or lump sum bid entered above or below it and initialed by the Contractor, in ink.

Each proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the contractor, his/her address and plainly marked "Proposal for Residential Waste Collection and Disposal". If forwarding by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified in the proposal. The City may consider informal any proposal not prepared and submitted in accordance with the provision hereof and may waive any informalities or reject any or all proposals.

Any proposal may be withdrawn prior to the above scheduled time for the opening of the proposals or authorized postponement thereof.

Any proposal received after the time and date specified shall not be considered.



**3. EVIDENCE OF INSURANCE**

Each proposal must be accompanied by a certificate of insurance evidencing the coverage set forth in section 10.00 of the general specifications.

**4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT**

The contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Contractor by certified mail, return receipt requested.

The Contractor to whom the contract shall have been awarded will be required to execute three (3) copies of the contract in a form approved by the City and to furnish insurance certificates, all as required. In case of Contractor's refusal or failure to do so within twenty (20) days after its receipt of formal notice of award, Contractor will be considered to have abandoned all its rights and interest in the award, and the Contractor's proposal security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified contractor or the work re-advertised for proposals as the City may elect.

**5. SECURITY OF PERFORMANCE**

The proposal shall be accompanied by a letter from a corporate surety satisfactory to the City stating that the performance bond will be furnished by it to the person submitting the proposal in the event it is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of its power of attorney attached thereto. The successful Contractor will be required to furnish a performance bond as security for the faithful performance of this contract. Said performance bond must be in an amount equal to the full contract price.

Premium for the bond shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety in the bond shall be a duly authorized corporate surety company to do business in the State of Michigan.

**6. POWER OF ATTORNEY**

Attorneys' in-fact who sign bonds must file with each bond a certified and effectively dated copy of the power of attorney.

**7. CONDITIONS**

Each Contractor shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under contract. Contractors shall thoroughly examine and be familiar with the specifications.

The failure or omission of any contractor to receive or examine any form, instrument addendum or other documents, or to acquaint itself with conditions existing, shall in no way relieve it of any obligations with respect to its proposal or to the contract. The City shall make all such documents available to the Contractor.

The Contractor shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract.

**8. NAME, ADDRESS AND LEGAL STATUS OF THE CONTRACTOR**

The Proposal must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor whether corporation, partnership or individual shall also be stated in the proposal.

A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Contractor shall give full names of all partners. Partnership and individual contractors will be required to state in the proposal the names of all persons interested therein.



The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be given after each contractor's signature.

If the contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the proposal.

Anyone signing a proposal as an agent of another or others must submit with his/her proposal legal evidence of his/her authority to do so.

#### **9. COMPETENCY OF CONTRACTOR**

The opening and reading of the proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible provider. The City reserves the right to determine the competency and responsibility of a contractor from its knowledge of provider's qualifications or from other sources.

The City shall require submission with the proposal of certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified responsible provider. The Contractor will be required to furnish any or all of the following information sworn to under oath by him/her.

- (a) An itemized list of Contractor's equipment available for use on the contract, including truck size, date purchased and packer capacity.
- (b) A copy of the latest available certified financial statement of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- (c) Evidence that the Contractor is in good standing in the State of Michigan, and in the case of a corporation organized under the laws of any other state, evidence that the contractor is licensed to do business in the State of Michigan or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.

In the event that the City requires additional certified supporting data regarding the qualification of the Contractor in order to determine whether it is qualified, responsible provider, the Contractor may be required to furnish any or all of the following information sworn to under oath by it:

- (a) Evidence that the Contractor is capable of performing as required in the contract documents.
- (b) Evidence satisfactory to the City that the Contractor has been in existence as a going concern for in excess of Three (3) years and possesses not less than three (3) years' actual operating experience as a going concern in refuse collection and disposal.
- (c) Evidence satisfactory to the City that the Contractor possesses as a going concern the managerial and financial capabilities to perform all phases of the work called for in the contract documents.
- (d) Evidence satisfactory to the City that the Contractor's experience as a going concern in refuse collection and disposal is derived from operations of comparable size to that contemplated by the contract documents.
- (e) Such additional information as will satisfy the City that the Contractor is adequately prepared to fulfill the contract.

The Contractor may satisfy any or all of the experience and qualifications requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.

#### **10. DISQUALIFICATION OF CONTRACTOR**

Although not intended to an exhaustive list of causes for disqualification, anyone or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its proposal:

- (a) Evidence of collusion among Contractors.

- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judging from the stand point of workmanship.
- (d) Default on a previous municipal contract for failure to perform.

#### **11. BASIS OF THE PROPOSAL**

Proposals with respect to refuse collection and disposal (including recycling) are solicited on the basis of rates for each type of work. Proposals will be compared on the basis of the sum of the rates proposed. The rates, as written out in words in the proposal, shall govern and any errors found will be corrected.

#### **12. QUANTITIES**

**RESIDENTIAL-** The estimated number of Residential Units to be serviced under the contract is 1245+/-, Unit price computations for the number of residential units shall be based on the estimated residential unit total of 1245+/- which includes the residential limits of City of Bangor.

#### **13. METHOD OF AWARD**

The City reserves the right to accept any proposal or reject any or all proposals and to waive defects or irregularities in any proposal. In particular, any alteration, erasure or interlineations of the contract documents and the proposal shall render the accompanying proposal irregular and subject to rejection by the City. The City intends that the contract shall be awarded within thirty (30) days following the date the proposals are publicly opened and read.

**CONTRACTOR'S PROPOSAL  
FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
(Including Recycling)**

TO: City of Bangor

Proposal of Best Way Disposal, Inc.

(an individual) (a partnership) (a corporation duly organized under the laws of the State of Michigan)

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste and Disposal (including recycling) for the City of Bangor does hereby offer to perform such services on behalf of the City of the type and quality and in the manner described and subject to and in accordance with terms and conditions set forth in the contract documents at the rates (expresses in words and figures) hereinafter set forth.

The Contractor agrees to furnish one receptacle to each residential unit, the cost of which will be included in the Contractor's monthly rate residential unit price. Although additional receptacles are private contracts between the producer and waste hauler, the City requires a schedule of rates for additional receptacles noted in Paragraph 3 below.

1. Rate per residential unit per month without recycle alternative (for one receptacle supplied by contractor).

Trash Service Only \$ 15.21

Rate per residential unit per year without recycle alternative (for one receptacle supplied by Contractor)

Trash Service Only \$ 182.52

2. Rate per residential unit per month including recycle alternative (for one receptacle supplied by Contractor)

Every Other Week Recycling \$ 19.92

Rate per residential unit per year including recycle alternative (for one receptacle supplied by Contractor)

Every Other Week Recycling \$ 239.04

3. Rate for additional receptacles per month:

\$ 8.00

Date 8/15/2025

Best Way Disposal

Contractor

By: Nate Niewoonder

Principal Office

Address 7901 Dan Smith Rd.

Watervliet Berrien MI  
(City) (County) (State)

Telephone : ( ) 269-463-3232

**CONTRACTOR'S PROPOSAL  
FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
(Including Recycling)**

TO: City of Bangor

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1. Rate per residential unit per month without recycle alternative (for one receptacle supplied by contractor).

Trash Service Only \$ 15.21

Rate per residential unit per year without recycle alternative (for one receptacle supplied by Contractor)

Trash Service Only \$ 182.52

2. Rate per residential unit per month including recycle alternative (for one receptacle supplied by Contractor)

1x per month Recycling \$ 18.50

Rate per residential unit per year including recycle alternative (for one receptacle supplied by Contractor)

1x per month Recycling \$ 222.00

3. Rate for additional receptacles per month:

\$ 8.00

Date 8/15/2025

Best Way Disposal

Contractor

By: Nate Niewoonder

Principal Office

Address 7901 Dan Smith Rd.

Watervliet Berrien MI  
(City) (County) (State)

Telephone : ( ) 269-463-3232

SOLID WASTE COLLECTION AND DISPOSAL  
(INCLUDING Recycling)

GENERAL SPECIFICATIONS

1.0 DEFINITIONS

- 1.01 Bags
- 1.02 City
- 1.03 Construction Debris
- 1.04 Container
- 1.05 Contract Documents
- 1.06 Contractor
- 1.07 Dead Animals
- 1.08 Disposal Site
- 1.09 Garbage
- 1.10 Hazardous Waste
- 1.11 Producer
- 1.12 Refuse
- 1.13 Residential Unit

2.0 TYPES OF COLLECTIONS

- 2.01 Residential Service Provided
- 2.02 Recycle Alternate
- 2.03 Location of Containers, Bags & Bundles for collection
- 2.04 Roll-Off Container Rate Schedule
- 2.05 Public Buildings, Schools, Churches, Parks, Commercial/Industrial

3.0 OPERATION

- 3.01 Hours of Operation
- 3.02 Routes of Collection
- 3.03 Holidays
- 3.04 Complaints
- 3.05 Collection Equipment
- 3.06 Office
- 3.07 Hauling
- 3.08 Disposal
- 3.09 Notification
- 3.10 Point of Contract

4.0 COMPLIANCE WITH LAWS

5.0 EFFECTIVE DATE

6.0 NONDISCRIMINATION

7.0 INDEMNITY

- 8.0        LICENSES AND TAXES
- 9.0        TERM
- 10.0       INSURANCE
- 11.0       BASIS AND METHOD OF PAYMENT
  - 11.01      Rates
  - 11.02      Modification to Rates
  - 11.03      Contractor Billing to the City
  - 11.04      Deduction from Payments
- 12.0       TRANSFERABILITY OF CONTRACT

## 1.0 DEFINITIONS

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of bag and its contents shall not exceed 35 pounds. These are to be utilized for household waste only.
- Bulky Waste – Stoves, refrigerators, water tanks, washing machines, furniture and other waste material other than construction debris, dead animals' hazardous waste or stable matter with weights or volumes greater than those allowed for containers.
- 1.02 City- City of Bangor, Michigan.
- 1.03 Construction Debris – Waste building material resulting from construction, remodeling, repair or demolition operations.
- 1.04 Container – A receptacle with a capacity of 96 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting or rolling, and having a tight fitting lid capable of preventing entrance into the container by vectors.
- 1.05 Contract Documents – The request for proposals instructions to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and Contractor.
- 1.06 Contractor – The person, corporation or partnership performing refuse collection and disposal under contract with the City.
- 1.07 Dead Animals – Animals or portions thereof equal to or greater than 10pounds in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.08 Disposal Site – A refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permit and approvals.
- 1.09 Garbage – Every accumulation of waste (animal, vegetable and /or other matter) that results from preparation, processing, consumption, dealing in, handling, packing, canning, storage, or transportation, decay or decomposition of meats, fish, fowl, birds, grains, or other animal or vegetable matter (including, but not by way of limitation, used in tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.
- 1.10 Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be "hazardous" as the term is defined by or pursuant to federal or state law.



- 1.11 Producer – An occupant of a Residential Unit who generates refuse.
- 1.12 Refuse – This term shall refer to Residential Refuse, Garbage, Rubbish and Stable Matter generated at a Residential Unit unless the context otherwise requires.
- 1.13 Residential Unit – Residential Unit shall include any dwelling within the limits of the City of Bangor occupied by a person or group of persons as classified by the City Assessor's Office.

## **2.00 TYPE OF COLLECTIONS**

- 2.01 Residential Service Provided – Contractor shall provide curbside collection service for the collection of refuse to each residential unit one (1) time per week for 52 weeks per year. There shall be no limit as the number of bags/container to be picked up as long as the rubbish emanates from the residence.
- 2.02 Recycle Alternate – Contractor shall provide a full service recycling program. Recyclable materials to be taken to a recycling center will include the following: newsprint, papers, bottle glass, Plastic containers and tin cans. Service will be every other week on the regular collection day. The Contractor will provide the initial receptacle for recycling. Additional receptacles may be purchased at a reasonable price.

The Contractor will be held responsible to provide all educational media to residents. It will be the sole responsibility of the Contractor to educate residents on the proper techniques for the recycling program.

- 2.03 Location of Containers, Bags and Bundles for Collection – Each container, bag and bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When Construction work is being performed in the right-of-way, containers, bags, and bundles shall be placed as close as practicable to an access point for the collection vehicle.
- 2.04 Roll- Off Container Rate Schedule – As part of this contract, the Contractor shall provide dumpster service to any residential, commercial, industrial, etc. producer who may request pick-up service within the City.

Although this service shall be a private contract between producer and waste hauler, the City requires a schedule of rates for various sized roll-off containers (2-20 cubic yards) to accompany this bid. Rates shall be fixed (not to exceed) for one year from date of contract.

- 2.05 Public Buildings, Churches, Schools, Parks, and Commercial/Industrial – Contractor is to furnish disposal service for all public buildings owned by the City without any additional compensation. Contractor shall not be required to collect any refuse from

any commercial or industrial establishments, school, church, or any other public building other than those listed above.

### **3.0 OPERATION**

- 3.01 Hours of Operation – Collection of refuse shall not start before 7:00a.m., or continued after 5:00p.m., on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- 3.02 Routes of Collection- Collection routes shall be established by the Contractor and the City. The contractor shall submit a map designating the collection routes to the City for approval, which approval shall not be unreasonably withheld. The Contractor may, from time to time, propose to the City for approval changes in routes or days of collection which approval shall not be unreasonably withheld. Upon the City's approval of the proposed changes, the contractor shall promptly give written or published notice to the affected residential units. It is hoped that existing routes of collection be maintained.
- 3.03 Holidays – The following shall be holidays for the purpose of this contract:
- New Year's Day
  - Memorial Day
  - Fourth of July
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
- Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service as specified. During holiday suspension of collection, the Contractor will notify the City five (5) days in advance to allow public notices of holiday service. Refuse will be collected the next business day following the holiday in addition to the regular route.
- 3.04 Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed schedule collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within 24 hours after the complaint is received.
- 3.05 Collection Equipment- The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good

repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible, on each side, the identity and the telephone number of the Contractor.

- 3.06 Office – The Contractor shall maintain an office or such other facilities through which it can be reached. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00a.m., to 4:30p.m., on regular collection days. Contractor's telephone number shall be a local call or toll free (800 area code).
- 3.07 Hauling – All refuse hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are prevented.
- 3.08 Disposal – All refuse collection for disposal by the Contractor shall be hauled to an approved disposal site(s). The charge for disposal shall be included in the rate set forth in the proposal for each residential unit serviced by the Contractor.
- 3.09 Notification - The Contractor shall notify all producers about complaint procedures, regulations and day(s) for scheduled refuse collection.
- 3.10 Point of Contact - All dealings between the Contractor and the City shall be directed by the Contractor to the City Manager.

#### **4.0 COMPLIANCE WITH LAWS**

The Contractor shall conduct operations under this contract in compliance with all applicable laws; provided however, that the general specifications shall govern the obligation of the Contractor where there exist conflicting ordinances of the City on the subject.

#### **5.0 EFFECTIVE DATE**

This contract shall be effective upon the execution of the contract and performance of such contract shall begin on October 1, 2025.

#### **6.0 NON DISCRIMINATION**

The Contractor shall not discriminate against any person because of race, sex, age, creed, sexual orientation, color, religion, national origin, weight, or marital status.

#### **7.0 INDEMNITY**

The Contractor shall indemnify and hold harmless the City, its officials, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expense and attorney's fees and other costs of litigation arising out of the performance and or non-performance of this contract.

#### **8.0 LICENSES AND PERMITS**

The Contractor shall obtain all required licenses and permits.

## 9.0 TERM

The contract shall be for a three (3) year period beginning upon the execution of the contract and ending three (3) years thereafter.

## 10.0 INSURANCE

The Contractor shall at all times during the contract maintain in full force and effect employer's liability, worker's compensation, public liability and property damage insurance, including contractual liability coverage for the provisions of Section 8. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily injury liability except automobile	\$500,000 each person \$1,000,000 aggregate
Automobile property damage liability	\$500,000 each occurrence
Excess Umbrella liability	\$5,000,000 each occurrence

## 11.0 BASIS AND METHOD OF PAYMENT

### 11.01 Rates

- (a) For collection and disposal services required to be performed, the charges shall not exceed the rates as fixed by the contract documents;
- (b) The refuse collection charges shall include all disposal related costs.

### 11.02 Modification to Rates

The Contractor may petition the City once per year for additional rate and price adjustments on the basis of changes in the cost of operations, such as revised laws, ordinances or regulations; changes in location of disposal sites or changes in disposal charges; and increase in the number of residential units as set forth in paragraph 13 of the instructions to Contractors, such as City growth and for other reasons. The City will not unreasonably delay its decision on a rate change request. If for any reason the service area is substantially reduced because of a major disaster, political reorganization, annexation, etc, then payment provided shall also be reduced based upon the unit price.

12.03 Contractor Billing to City

The Contractor shall bill the City for monthly service rendered and the City shall pay the Contractor within thirty (30) days of receipt of the Contractor's monthly invoice. Such billing and payment shall be based on the price rates and schedules set forth in the contract documents.

12.04 Deductions from Payment

If the Contractor fails or refuses to pay any claim or claims arising out of damages in handling of any receptacles or property of any owner or tenant, the City may, on being satisfied of the correctness of social charges, deduct the same from the next payment or payments to the Contractor and pay the same to the claimant. In the event the Contractor shall wholly fail to collect and dispose of the garbage for any one week, the City may then proceed with such work and deduct any and all reasonable costs from the amount specified as payment to the Contractor.

TRANSFERABILITY OF CONTRACT

No assignment of the contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the contractor.





**BEST WAY DISPOSAL, INC.**

7901 DAN SMITH RD • WATERVLIET, MICHIGAN 49098

**TO:**

Mr. Justin Weber, City Manager  
City of Bangor  
257 W Monroe St.  
Bangor, MI 49013

1:07 PM  
8/15/25

# City of Bangor

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August, 15, 2025 – RFP

Solid Waste Collection and Disposal



**REPUBLIC**  
SERVICES

Sustainability in Action





**CONTRACTOR'S PROPOSAL  
FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
(Including Recycling)**

TO: City of Bangor  
Proposal of Reliable Disposal, Inc. dba Republic Services of Stevensville  
(an individual) (a partnership) (a corporation duly organized under the laws of the State of Michigan)

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste and Disposal (including recycling) for the City of Bangor does hereby offer to perform such services on behalf of the City of the type and quality and in the manner described and subject to and in accordance with terms and conditions set forth in the contract documents at the rates (expresses in words and figures) hereinafter set forth.

The Contractor agrees to furnish one receptacle to each residential unit, the cost of which will be included in the Contractor's monthly rate residential unit price. Although additional receptacles are private contracts between the producer and waste hauler, the City requires a schedule of rates for additional receptacles noted in Paragraph 3 below.

1. Rate per residential unit per month without recycle alternative (for one receptacle supplied by contractor).

\_\_\_\_\_ \$ \_\_\_\_\_

Rate per residential unit per year without recycle alternative (for one receptacle supplied by Contractor)

\_\_\_\_\_ \$ \_\_\_\_\_

2. Rate per residential unit per month including recycle alternative (for one receptacle supplied by Contractor)

Twenty dollars and fifty cents per month \$ 20.50

Rate per residential unit per year including recycle alternative (for one receptacle supplied by Contractor)

Two-hundred and forty six dollars per year \$ 246.00

3. Rate for additional receptacles per month:

eight dollars per month per container \$ 8.00

Date 8/15/2025

Reliable Disposal, Inc. dba Republic Services of Stevensville  
Contractor

By: Mike Thompson

Principal Office

Address 3432 Gembrit Circle

Kalamazoo Kalamazoo MI  
(City) (County) (State)

Telephone : ( 616 ) 662-6842





Sustainability in Action

8/15/2025

City of Bangor  
257 W Monroe St,  
Bangor, MI 49013

City Officials,

Thank you for the opportunity to provide you with this proposal for your current services for your residents. As your current service provider, we are pleased to submit our proposal that builds upon our relationship while addressing your evolving needs.

Over the past 16 years of servicing the City of Bangor, we have developed a deep understanding of your unique waste and recycling needs and hope to continue our relation well into the future.

Our proposal is based on the following guidelines:

Service for trash, 1 time per week and recycling 1 time per month is cart content only, due to the nature of our trucks (Automatic Side loads) we do not have the capabilities of accepting extra's beyond the cart, we do offer extra carts at a discounted rate for those residents that have larger disposal needs.

The rates proposed for year 1 will be fixed for one year then subject to a 5% increase in future years. The price quoted is based on fuel not exceeding \$4.50, if fuel were to exceed that number a fuel charge would apply based on the calculation below:

Fuel Recovery Fee — A Fuel Recovery Fee shall be assessed after year 1 and applied on a per residence/month basis, in addition to the Monthly Charge. The Base Price for diesel fuel shall be set at \$4.50/gallon. Price will be based on the DOE Index for Highway Diesel – Midwest Index of fuel rise above the "base price," a surcharge of \$0.04/residence/month shall be applied for every \$0.10/gallon increment of increase in Contractor's cost of fuel above the Base Price. No adjustments made for pricing below \$4.50 per gallon.



Sustainability in Action

We currently operate 2 – 2021 Mack Trucks with a 28yd body and 1 – 2020 truck with a 28yd body for the City of Bangor. Along with that we have 4 spare trucks ranging from a 2019 – 2023 with heil body's and 28yd's of capacity.

We hope our relationship with your city for the past 15 plus years will continue well into the future. Please let me know if you have any questions regarding our proposal.

Sincerely,

Jack Brown  
Manager, Municipal Services

## Executive Summary

**Republic Services is the national leader in environmental services. We currently partner with more than 2,000 municipalities to deliver essential services while making meaningful progress toward your climate action plans.**

### **Republic Services is Your Low-Risk, Best Value Partner**

	<b>15 plus</b> Years continuously serving City of Bangor	Customer-centric — <b>94%</b> customer retention
Safer - 40% better safety performance than industry average over the last decade	Environmental Responsibility — on Barron's 2024 100 Most Sustainable Companies	The country's second largest collector of plastics

## Customer Care

**Republic Services is so much more than a traditional hauler of municipal recycling and waste.**

By offering differentiated products, services and experiences to meet our customers' wants and needs, we drive customer loyalty and satisfaction. We continue to invest in and enhance our customer-facing technology. We also use our RISE platform for visibility into our dispatch and collection operations. This technology equips our dispatchers with real-time routing information and enhanced data visualization tools. RISE has significantly increased connectivity with our customers, offering them the ability to "Track My Truck" — which further improves productivity and transforms our overall operations.

We know our customers care about recycling, and they have demonstrated a willingness to pay for it. We work with our municipal partners in transforming recycling into a more durable, economically sustainable business model. Recycling is essential to our sustainability platform, and we continue to invest in it for the long term. Most evident is our innovation and investment to develop the nation's first polymer and Blue Polymer centers, which deliver the production-quality plastic polymers and olefins to enable true plastic circularity, with capacity to cover all our operations in North America.



**Figure 1.** *Your Low-Risk, Best Value Partner. Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.*

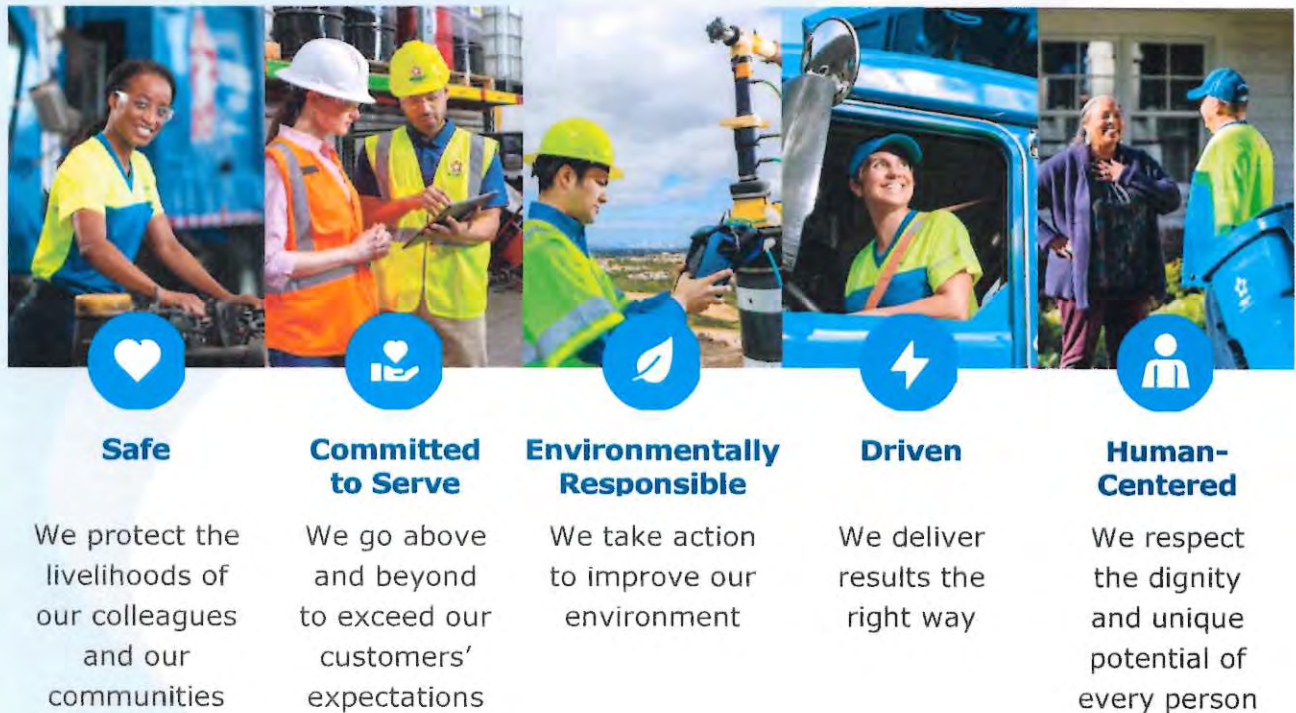
STRENGTHS OF OUR COMPANY	BENEFITS TO MUNICIPALITY
<ul style="list-style-type: none"> <li>• 99.9% pickup reliability rate</li> <li>• 40% better safety performance than industry average over the last decade</li> <li>• Simple solutions for your community recycling and waste needs</li> <li>• Recognized on the 2024 Barron's list of 100 Most Sustainable Companies</li> <li>• Most advanced, integrated Customer Resource Centers in the industry</li> <li>• Web- and smartphone-based app for easy access by community residents to relevant information</li> <li>• Robust community education and outreach</li> </ul>	<ul style="list-style-type: none"> <li>• Happy community; fewer calls to city hall</li> <li>• Fewer incidents; safer community streets for children at play</li> <li>• Easy access to solutions for the growing number of waste streams</li> <li>• Peace of mind that your partner is a global leader in sustainable initiatives</li> <li>• Hundreds of trained agents networked together nationwide, organized in pods that focus on your market</li> <li>• Stronger communications and easier alert and news dissemination</li> <li>• Communities educated on recycling produce less contamination and greater diversion</li> </ul>

## Our Values

**Our company culture is anchored in five core values that guide us as we serve our customers every day.**

By adhering to these core values, and constantly striving to improve on them, we deliver superior service and lead the industry as the most sustainable partner for municipalities.

*Figure 2. Five core values guide us as we serve our customers every day*





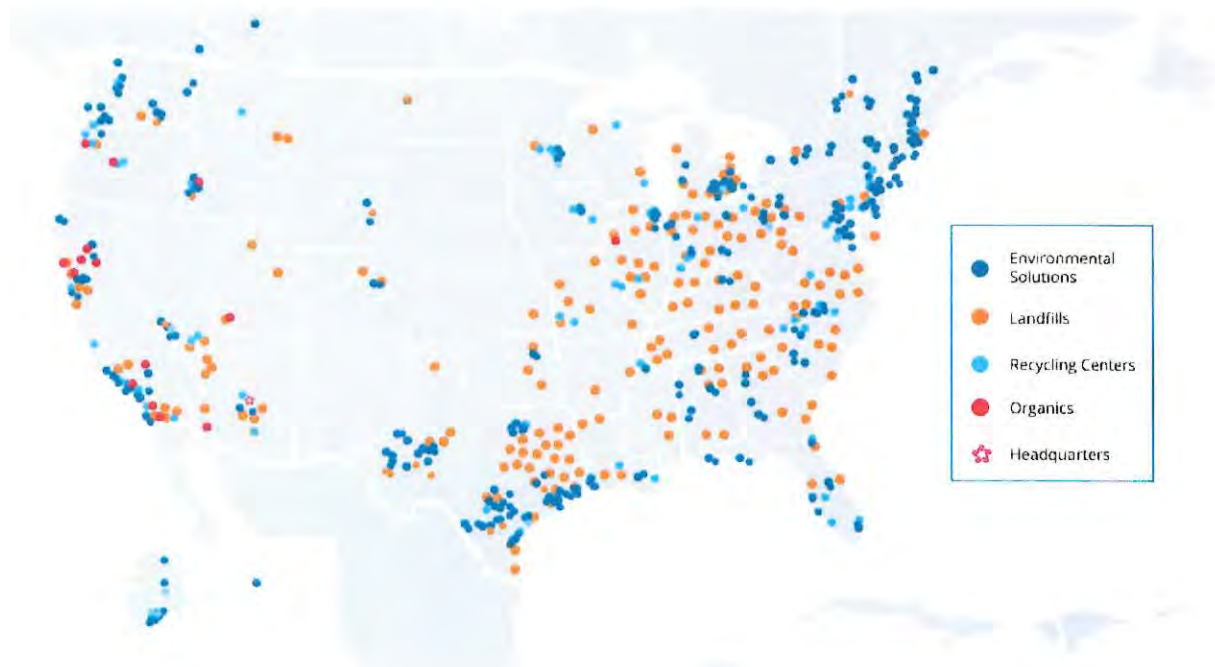
## Local Leadership with National Support

**Our local team is vital to the continued delivery of this contract and its daily operations.**

This team's unique combination of experience ensures quality service for the duration of the contract. Our local and area management teams have extensive experience operating and managing waste companies, and they have longevity in the region. Because of this, we are proactive in anticipating customers' needs and adjusting to market changes. We also implement best practices to continue improving our operations and customer service.

While our local business operation teams are fully empowered and accountable for delivering on our commitments, they are also backed by the support and breadth of our area and corporate leadership teams. Together these teams are capable of amassing expertise and support to respond to any challenge, even during times of crisis such as COVID-19 and natural disasters. In times like this, our area and corporate teams activate to ensure our people are safe and assets are operational so we can quickly return to normal operations. This is a considerable benefit and risk mitigation to City of Bangor that many other providers in the industry are unable match.

**Figure 1. Local team with a national network.** Republic Services delivers essential services and Emergency Response across North America.



## Sustainability

**The breadth and scope of our sustainability platform is earning noteworthy recognition. Our safety program leads the industry. Our fleet is reducing its carbon impact. And our landfills generate renewable energy.**

**We are Sustainability in Action™.** We are guardians of our environment and shoulder the responsibility of protecting it. We lead by example, working diligently to decrease our vehicle emissions, create innovative landfill technologies, generate and use renewable energy, and cultivate community engagement and employee growth opportunities. We are privileged to serve millions of customers nationwide. Republic Services' multifaceted sustainability platform revolves around four elements: Safety, Talent, Climate Leadership and Communities. These elements form the foundation of our 2030 Sustainability Goals.

## Safety

**We prioritize safety above all else.**

When people feel safe, they can fully participate in the daily opportunities available to them.

Republic Services has a consistently low occurrence of incidents and accidents. We're known for our strict focus on safety and corresponding best-in-industry, multi-faceted and well-organized safety program. We have a 40% better safety performance than the industry average for the last 10 years based on OSHA recordable data. Employees, the public and rate payers all benefit from our dedication to safety. We have been and will continue striving to be the safest waste services company in North America.

## Talent

**Engaged employees are the greatest indicator of our success.**

We provide ongoing job training, growth and development opportunities for our employees at every level. We are invested in them and look for meaningful ways to demonstrate our appreciation for the hard work and dedication they show every day. Our inclusion and diversity efforts help to ensure everyone can bring their best selves to work each day.

Republic Services' local offices are staffed with a team of nearly 40 professionals who take personal responsibility for serving customers with care. We are an industry leader with a national network, decades of experience, diversified capabilities and expertise serving clients of all sizes — including, proudly, City of Bangor.



## Climate Leadership

**In 2017, Republic Services announced its Sustainability Platform, and from it, our 2030 Sustainability Goals were born.**

These ambitious goals help us do best by our environment, keep us accountable to responsible disposal and benchmark our successes.

## Communities

**We are dedicated to being a good neighbor in the communities where we live and work.**

This includes investing in customer engagement, philanthropic giving, volunteerism, environmentally responsible infrastructure, and operating in our markets at the highest standards.

Republic Services' community engagement plan is based on the needs of community-based organizations and civic and business entities in City of Bangor. We have a track record of giving to and spending in City of Bangor.

*Figure 4. Our 2030 Sustainability Goals encompass Safety, Talent, Communities and Climate Leadership.*





## Sustainability as a Platform for Growth

### **Our sustainability efforts include major investments in our planet's future.**

We actively innovate and drive the industry in new directions, which will ultimately transform the ways in which recyclable materials achieve circularity. We are also dramatically reducing emissions attributed to landfills and fleet vehicles. Four relevant examples of our effort and leadership are outlined below and directly relate to our third-party recognition and awards.

## Renewable Energy

### **Our landfills safely and responsibly handle our customers' waste. These sites also provide a lesser-known benefit: renewable energy production.**

When organic waste breaks down in a landfill, the natural process creates biogas, which largely consists of methane. We capture this gas through collection systems and, for many years, have utilized it to generate energy. Our legacy landfill gas-to-energy (LFGTE) projects produce electricity for the public utility grid.

Today, demand for renewable energy is driven by efforts to decarbonize and reduce emissions, so our focus has shifted to producing renewable natural gas (RNG). RNG can be used for a variety of applications to displace conventional gas from fossil fuels. As a transportation fuel, RNG can reduce emissions up to 70%, which has made it highly valued in the marketplace.

To help meet this rapidly growing demand, we recently announced a joint venture with bp to develop 40 landfill RNG projects across the U.S. This venture is the nation's largest RNG portfolio build-out to date, offering both environmental and economic sustainability.

Once fully operational, these projects are expected to generate approximately 12.5 million MMBtu of RNG annually — equivalent to the average annual natural gas usage of nearly 200,000 residential customers in the United States. We are already engaged in many LFGTE projects around the country, and these additional deployments give us scale to make a significant, direct climate impact.

Once all 40 projects are operational in 2027, we anticipate capturing and beneficially reusing 70% of our total landfill gas and making significant progress toward our Renewable Energy goal.



## Polymer Centers/Blue Polymers

**While many people do their best to recycle, the lifecycle potential of different recycled materials is not broadly understood.**

While an aluminum can is generally recycled back into a new can, a water bottle or detergent jug is more likely to be remade into products such as textiles, carpet or construction pipe instead of a new bottle or jug. These “downcycled” products have few options for further recycling, so their lifecycle tends to be finite — not circular.

But demand is growing for recycled plastics that can be reused in consumer packaging, and the current supply is not keeping up. Republic Services wants to keep plastic packaging in the circular economy.

**We have an innovative solution: the Republic Services Polymer Center, the nation’s first integrated plastics recycling facility.** The facility is designed to directly address increasing demand from consumer brands and packaging manufacturers for recycled plastic, driving value for recovered resins and enabling greater circularity.

Our first Polymer Center in Las Vegas processes plastics from Republic Services’ recycling facilities. More centers are planned.

Republic Services has entered into a joint venture with Ravago, a leader in polymer recycling and distribution, to create Blue Polymers, a partnership to advance circularity in the plastics industry.

The new facilities will utilize recycled polyethylene and polypropylene from Republic Services’ Polymer Centers to create high-quality, recycled resin for consumer packaging and other applications. The process will convert high-density polyethylene and polypropylene into fully formulated products for use in both food-grade and non-food-grade sustainable applications.





## Environmental Services

**In May 2022, Republic Services acquired US Ecology, a leading provider of environmental solutions offering treatment, recycling and disposal of hazardous, non-hazardous and special waste.**

This acquisition allows us to provide customers with the most complete set of environmental services in the industry.

US Ecology adds a national platform of difficult-to-replicate assets and talent to Republic Services, including: nine specialty waste landfills with five hazardous waste landfills; 16 RCRA-permitted treatment, storage and disposal facilities (TSDFs); seven wastewater treatment facilities; and more than 100 environmental services field locations.

Customers with multiple recycling and waste service needs value the ability to consolidate services with a single partner that has a successful track record of safety, compliance and environmental responsibility.

These important new service capabilities mean we can now safely and responsibly manage more of the non-standard waste collection and processing tasks that are critical to all municipalities across the country. Residential customers can enjoy drop-off or collection programs for household hazardous waste, electronics, universal waste or medical sharps. Commercial and industrial customers can now expand their collection program to include vacuum cleanout services, collection of oils or solvents, or other unique materials that come from the business or manufacturing process.

Lastly, municipalities can now enjoy a single partner that supports cleanups of abandoned waste, homeless encampments and drug labs seized by police, as well as emergency response to spills, remediation or natural disasters.



*Figure 5. Recognition supports our approach. Engaged employees and leadership make Republic Services an employer of choice.*



**Figure 6. Emergency Response Services –**  
*We were at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021.*

For example, the Republic Services team was at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021. A third party's pipeline had ruptured, resulting in more than 125,000 gallons of crude oil washing ashore. When called into service, we quickly mobilized 250 people who supported recovery efforts including the collection, transport and disposal of oil-soaked waste.



## **REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Stockholders and the Board of Directors of Republic Services, Inc.

### **Opinion on Internal Control Over Financial Reporting**

We have audited Republic Services, Inc.'s internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Republic Services, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2024 and 2023, the related consolidated statements of income, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2024, and the related notes and our report dated February 13, 2025 expressed an unqualified opinion thereon.

### **Basis for Opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Report of Management on Republic Services, Inc.'s Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### **Definition and Limitations of Internal Control Over Financial Reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Phoenix, Arizona  
February 13, 2025

**REPUBLIC SERVICES, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
(in millions, except per share data)

	December 31, 2024	December 31, 2023
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 74	\$ 140
Accounts receivable, less allowance for doubtful accounts and other of \$74 and \$83, respectively	1,821	1,768
Prepaid expenses and other current assets	511	473
Total current assets	2,406	2,381
Restricted cash and marketable securities	208	164
Property and equipment, net	11,877	11,351
Goodwill	15,982	15,834
Other intangible assets, net	546	496
Other assets	1,383	1,184
Total assets	<u>\$ 32,402</u>	<u>\$ 31,410</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 1,345	\$ 1,412
Notes payable and current maturities of long-term debt	862	932
Deferred revenue	485	467
Accrued landfill and environmental costs, current portion	159	141
Accrued interest	101	104
Other accrued liabilities	1,176	1,172
Total current liabilities	4,128	4,228
Long-term debt, net of current maturities	11,851	11,887
Accrued landfill and environmental costs, net of current portion	2,432	2,281
Deferred income taxes and other long-term tax liabilities, net	1,594	1,527
Insurance reserves, net of current portion	402	349
Other long-term liabilities	588	595
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value \$0.01 per share; 50 shares authorized; none issued	-	-
Common stock, par value \$0.01 per share; 750 shares authorized; 313 and 321 issued including shares held in treasury, respectively	3	3
Additional paid-in capital	1,767	2,901
Retained earnings	9,774	8,434
Treasury stock, at cost; 1 and 6 shares, respectively	(113)	(784)
Accumulated other comprehensive income, net of tax	(26)	(12)
Total Republic Services, Inc. stockholders' equity	11,405	10,542
Non-controlling interests in consolidated subsidiary	2	1
Total stockholders' equity	11,407	10,543
Total liabilities and stockholders' equity	<u>\$ 32,402</u>	<u>\$ 31,410</u>

The accompanying notes are an integral part of these financial statements.

**REPUBLIC SERVICES, INC.**  
**CONSOLIDATED STATEMENTS OF INCOME**  
(in millions, except per share data)

	Years Ended December 31,		
	2024	2023	2022
Revenue	\$ 16,032	\$ 14,965	\$ 13,511
Expenses:			
Cost of operations	9,350	8,943	8,205
Depreciation, depletion and amortization	1,677	1,501	1,352
Accretion	107	98	89
Selling, general and administrative	1,674	1,609	1,454
Adjustment to withdrawal liability for multiemployer pension funds	-	5	(2)
Gain on business divestitures and impairments, net	(1)	(4)	(6)
Restructuring charges	29	33	27
Operating income	3,196	2,780	2,392
Interest expense	(539)	(508)	(395)
Loss from unconsolidated equity method investments	(255)	(94)	(166)
Loss on extinguishment of debt	(2)	-	-
Interest income	9	6	3
Other income (expense), net	23	7	(2)
Income before income taxes	2,432	2,191	1,832
Provision for income taxes	388	460	344
Net income	2,044	1,731	1,488
Net income attributable to non-controlling interests in consolidated subsidiary	(1)	-	-
Net income attributable to Republic Services, Inc.	\$ 2,043	\$ 1,731	\$ 1,488
Basic earnings per share attributable to Republic Services, Inc. stockholders:			
Basic earnings per share	\$ 6.50	\$ 5.47	\$ 4.70
Weighted average common shares outstanding	314.4	316.2	316.5
Diluted earnings per share attributable to Republic Services, Inc. stockholders:			
Diluted earnings per share	\$ 6.49	\$ 5.47	\$ 4.69
Weighted average common and common equivalent shares outstanding	314.8	316.7	317.1
Cash dividends per common share	\$ 2.23	\$ 2.06	\$ 1.91

The accompanying notes are an integral part of these financial statements.



**REPUBLIC SERVICES, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(in millions)

	Years Ended December 31,		
	2024	2023	2022
Net income	\$ 2,044	\$ 1,731	\$ 1,488
Other comprehensive (income) loss, net of tax	(14)	-	3
Comprehensive income	2,030	1,731	1,491
Comprehensive income attributable to non-controlling interests	(1)	-	-
Comprehensive income attributable to Republic Services, Inc.	<u>\$ 2,029</u>	<u>\$ 1,731</u>	<u>\$ 1,491</u>

The accompanying notes are an integral part of these financial statements.



*This is to certify:*

**Entity Name:** RELIABLE DISPOSAL, INC.

**Entity ID#:** 800124980

**Entity Type:** Domestic Profit Corporation

**Initial Filing Date:** 06/26/1979

**Delayed Effective Date:**

**Formation Jurisdiction:** Michigan

**Act Formed Under:** 284-1972 Business Corporation Act

*That the above referenced entity was validly incorporated and said corporation is validly in existence under the laws of this state.*

*This certificate is issued in conformity with the Act it is formed under, to attest to the fact that the company is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



*In testimony whereof, I have hereunto set my hand, in the City of Lansing, on July 21, 2025.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Certificate Number: 15764

Verify this certificate at: [www.michigan.gov/corpverifycertificate](http://www.michigan.gov/corpverifycertificate)



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/19/2025

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).

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No.Ext):</b> <b>FAX (A/C No.Ext):</b>	
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>E-MAIL ADDRESS:</b> certifiateteam@ccmsl.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> ACE American Insurance Co.	22667
	<b>INSURER B:</b> Indemnity Insurance Co. of North America	43575
	<b>INSURER C:</b> Illinois Union Insurance Company	27960
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER: 2616514****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/YY)	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G48981793	06/30/2025	06/30/2026	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS -COMP/OP AGG \$ 20,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED ONLY <input type="checkbox"/>			ISA H1137119A	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A A A C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C72793894 - AOS WLR C72793882 - OR SCF C72793900 - WI WCU C72793912 - OH XS TNS C72627490 - TX NS/XS	06/30/2025 06/30/2025 06/30/2025 06/30/2025 06/30/2025	06/30/2026 06/30/2026 06/30/2026 06/30/2026 06/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

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

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

**CERTIFICATE HOLDER****CANCELLATION**

EVIDENCE OF COVERAGE

United States

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

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2616514

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

#### GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

#### AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C72793894 and stop gap coverage for OH is covered under policy no. WCU C72793912, as noted on page 1 of this certificate.

#### TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers' Compensation Insurance in Texas. The excess policy (TNS C72627490) shown on this certificate provides excess indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.





## LETTER OF INTENT

August 15, 2025

City of Bagnor  
257 W. Monroe st,  
Bangor, MI 49013

RE: Reliable Disposal, Inc.  
Residential Solid Waste Collection and Disposal (Including Recycling)

To Whom it May Concern:

We are writing to you at the request of Reliable Disposal, Inc.  
This principal has or is about to submit a Bid proposal for Residential Solid Waste Collection and Disposal  
(Including Recycling)

If a contract for this work is awarded to Reliable Disposal, Inc.  
Travelers Casualty and Surety Company of America a surety licensed to conduct business in the  
State of MI has agreed to act as surety to issue the required Performance and/or  
Payment Bond should one become a condition of awarding this contract.

Please let us know if you need anything further in this regard.

Sincerely,

Tatiana Geffer  
Attorney-in-Fact

Travelers Casualty and Surety Company of America





Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company  
Farmington Casualty Company

#### POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Talana Gelfer of Seattle, WA, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March 2024.



State of Connecticut

City of Hartford ss.

By:   
Bryce Grissom, Senior Vice President

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this August 15, 2025



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Bond No.: \_\_\_\_\_

Performance Bond

KNOW ALL BY THESE PRESENTS, That we \_\_\_\_\_, as Principal and \_\_\_\_\_, of \_\_\_\_\_, authorized to do business in the State of \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_ as Obligor, in the maximum penal sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligor to perform in accordance with the terms and conditions of the \_\_\_\_\_ (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above name Principal, its successors and assigns, shall well and truly perform its obligation as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligor has agreed to accept this Bond, this Bond shall be effective for the definite period of \_\_\_\_\_ to \_\_\_\_\_. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew, shall itself constitute a loss to the Obligor recoverable under this Bond or any extension thereof.
2. If there is no breach or default on the part of the Obligor, then the Surety's performance obligation under the bond shall only arise after:
  - a. The Obligor has notified the Principal and the Surety in writing at their respective addresses of the alleged breach with a detailed description thereof, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during the notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligor, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Obligor's right, if any, to subsequently declare a Principal default;
  - b. The Obligor has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
  - c. The Obligor has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligor.



3. No claim, action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within six months from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address:

Attn: \_\_\_\_\_

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
Surety  
By: \_\_\_\_\_  
Attorney-in-Fact





August 15, 2025

Jack Brown  
Republic Services  
3471 Gembrit Circle  
Kalamazoo, MI 49001  
616-719-8344

RE: Reliable Disposal, Inc.  
\$226,000.00 Letter of Intent

To: City of Bagnor  
For: Residential Solid Waste Collection and Disposal (Including Recycling)  
Bid Date: August 15, 2025

To Whom it May Concern:

Enclosed please find the surety documents requested for the captioned bid. Please review for accuracy before forwarding the enclosed original document to the Obligee along with the rest of your bid package.

**To avoid potential delays after award, always ensure that your Legal Entity/Bidder's name on your bid matches the Company/Principal name on the attached documents.**

Please note, in the event that you are the successful bidder, it is up to you to request the performance bond from our office if it is **required per the terms of the contract**, as one is not automatically issued.

Should you require further assistance or if you have any questions, please do not hesitate to contact me at 206-731-1200 or email us at [RSNew@usi.com](mailto:RSNew@usi.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Geffer", is written over a horizontal line.

Tatiana Geffer  
Surety Department

SPECIAL INSTRUCTIONS FOR THIS BOND (if left blank, there are no special instructions for your bond):

# Republic Services

8/5/25

10:19am

"Proposal for Residential Waste  
Collection and Disposal"



**BANGOR, MI**  
**TRAIN CITY USA**  
GATEWAY TO THE LAKE

# **CITY OF BANGOR**

257 West Monroe Street / Bangor, Michigan 49013

Telephone: 269.427.5831 / Email: [clerk@cityofbangormi.gov](mailto:clerk@cityofbangormi.gov) / Website: [www.cityofbangormi.org](http://www.cityofbangormi.org)

City Manager Justin Weber

Treasurer Stephenie Cagle

Clerk Shelly Umbanhowar

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8/27/2025

To: City Council  
From: Manager Weber  
Subject: A/C Unit Replacement at the Police Department

Council,

The A/C Unit in the Bangor Police Department malfunctioned on 8/13/2025. Service technicians responded and examined the A/C Unit. It has been recommended to replace the A/C Unit versus repairing due to its condition, age, and size. Three companies have provided quotes to replace the A/C unit. Those quotes are included for your review.

Due to the weather and temperatures, the police department has been uncomfortable for the employees and visitors. I would recommend the council move to replace the A/C Unit.

Respectfully,

*Justin Weber*

City Manager  
City of Bangor

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## Estimate for Police AC

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From Stephenie Cagle <treasurer@cityofbangormi.gov>

Date Wed 8/20/2025 12:03 PM

To Justin Weber <j.weber@cityofbangormi.gov>; City Clerk <clerk@cityofbangormi.gov>



40128 M-43, Paw Paw, MI

49079

(269) 521-3382

[info@fleetwoodsheating.](mailto:info@fleetwoodsheating.com)

[com](http://fleetwoodsheating.com)

Estimate #9125

### Estimate for City Of Bangor

#### Option #1

**\$5,971.00**

~~\$6,250.00~~

#### Services

---

Goodman\_GSXH54.0\_Replacement

Remove existing AC system. Install (1) New Goodman 4 Ton 14.3 Seer2 AC system complete with outdoor condenser, cased evaporator coil, pad and line set. Adapt back to existing ductwork, have electrician extend electrical and adapt back to existing electrical supply and drain line. Relocate new AC condenser to be on their property move approximately 40' to preferred location. All Parts & Labor 1 Year Limited Labor Warranty 5 Year Limited Parts

Warranty \*\*\*Note\*\*\* (Cost includes electrician  
to reroute electrical to new AC location.)

---

**Subtotal**

**\$6,250.00**

Discount

Service Call Discount (\$279.00)

-\$279.00

---

**Total**

**\$5,971.00**



Stephenie Cagle  
City Treasurer  
257 W Monroe St  
Bangor, MI 49013  
269.427.5831

Please note as of 5.1.2025 email address has changed to [treasurer@cityofbangormi.gov](mailto:treasurer@cityofbangormi.gov)





Existing A/C Quote 4-ton



Customer: **City of Bangor**  
Address: 414 Division St.  
Bangor, MI 49013

Date: 8/25/2025  
Phone: (269) 427-5831

	<b>Lennox Bronze Air Conditioner</b>	Base Price	\$6,885	
ML13KC1-48	* Up to 14 SEER2			
	* Dependable Scroll Compressor provides reliable efficient operation			
	* R-454B refrigerant, lower (GWP)			
	* 10-year limited warranty on compressor and parts with registration. * 3-year labor warranty on parts replacement			
		Gross Out of Pocket	\$6,885	

<b>Electrician</b>	Subcontracted electrician for extending the AC circuit with exterior conduit to meet new AC location on the back of the building	\$985	
<b>RDS</b>	Install RDS for single stage furnace	Included	
<b>RDS</b>	Install RDS for multi stage furnace	\$225	
<b>Lineset</b>	Extend lineset on exterior of the building to meet new AC location.	\$575	

\* 3-year labor warranty is on parts replacement only. Trip charge & diagnostic fee may still apply.

This quote includes removal & environmentally friendly disposal of existing equipment & refrigerant, labor to install new equipment, mechanical permit and taxes.

Total Customer Investment:..... \$0  
Payment due upon acceptance of this quote:..... \$0  
Balance due upon completion of installation:..... \$0  
Balance of installation to be paid by:.....

Bel-Aire Rep: Ben Kahler (269) 419-7860

**Permit:** *A permit will be pulled for the above installation and an inspector will need to have access to your house at the completion of the project. This inspection will be scheduled with you at the time of the equipment installation scheduling.*

Customer

Acceptance: \_\_\_\_\_

The above is hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A service charge of 1.5% per month will be assessed on all balances over 30 days past due. Bel-Aire is not responsible for removal of any hazardous materials from the job site. This proposal may be withdrawn if not accepted within 30 days.

\*\* Discounts, Rebates & Credits are subject to change due to time & programs. Verify with salesman at time of acceptance what program credits are available. Please visit [www.energystar.gov/taxcredits](http://www.energystar.gov/taxcredits) for details and eligibility requirements.

**For more information, or to contact us:**

**Call Toll Free 888-235-2473**

**Or visit us @ [belaire.com](http://belaire.com)**

**Bel-Aire Heating and Air-Conditioning  
Terms and Conditions**

- 1. Scope of Terms and Conditions.** By accepting delivery of products from Bel-Aire Heating and Air-Conditioning ("Bel-Aire"), or by engaging Bel-Aire to perform any services, Customer agrees to be bound by and accepts these Terms and Conditions. Any additional or different terms or conditions in any form delivered by you ("Customer") are hereby deemed to be material alterations and notice of objection and rejection of them is hereby given. Together with the signed Quote, these Terms and Conditions constitute a binding contract between Customer and Bel-Aire.
- 2. Payment Terms.** Customer shall pay Bel-Aire according to the payment terms contained in the Quote signed by the parties.
- 3. Zoning and Permits.** If requested by Bel-Aire, Customer agrees to timely furnish all information necessary to secure plans and permits for the work called for under this Agreement, and Customer warrants the work contracted for to be in compliance with applicable zoning, classification and building codes. Any costs for work not in the Quote but required by lawful authorities to bring the work into compliance with applicable code shall be the responsibility of the Customer. Bel-Aire assumes no responsibility for violation of zoning rules/laws.
- 4. Change Orders.** During the progress of the work under this Agreement, if Customer should order extra work not specified in the Quote, Bel-Aire may require that the parties enter into an amendment to this Agreement, or into a separate agreement, which may require additional payment for the extra work and/or an adjustment to the timeline for completing the work.
- 5. Work Schedule.** Work shall be completed within a reasonable time. Performance of this Agreement is subject to labor strikes, fires, acts of war or terrorism, acts of God, adverse weather conditions not reasonably anticipated, unusual delays in transportation, Bel-Aire's ability to obtain materials, and/or cause beyond Bel-Aire's reasonable control.
- 6. Substitutions.** Should Bel-Aire be unable to obtain any material(s) specified in the Agreement or any Change Order, Bel-Aire shall have the right, in its sole discretion, to substitute comparable materials that do not adversely affect the quality of the final product, and such substitution shall not affect the price stated in the Quote.
- 7. Excess Materials.** Extra materials left over upon completion shall be deemed Bel-Aire's property, and Bel-Aire may enter upon the Property to remove excess material(s) at all reasonable hours.
- 8. Supervision Responsibility.** Bel-Aire shall supervise and direct the work at Customer's Property, using reasonable skill and attention. Customer shall not unreasonably interfere with the work of Bel-Aire, its employees, subcontractors or agents.
- 9. Limited Warranty.** Bel-Aire shall provide Customer with a limited one (1) year warranty (the "Warranty Period") on service and labor, beginning on the date of completion of services, against defects in the quality of workmanship and/or materials. Bel-Aire shall not be liable during or following the Warranty Period for any: (a) damage due to ordinary wear and tear or abusive use; (b) damage caused by use of the equipment beyond the design temperatures; (c) defects that are the result of characteristics common to the materials used; (d) loss, injury or damages caused in any way by the weather elements; (e) conditions resulting from condensation on, or expansion or contraction of, any materials; (f) any water leak, blockage, freezing, or other malfunction of condensate or drain lines; and/or (g) air leaks arising from structural deficiencies within existing supply/return ducts or transitions.

Bel-Aire makes no warranty to Customer regarding installed equipment (other than a warranty of title), and Bel-Aire authorizes no third person or party to assume any warranty obligation or liability on Bel-Aire's behalf. The only warranties applicable to the installed equipment are those, if any, extended by the equipment's manufacturer. Bel-Aire shall furnish Customer any and all applicable manufacturer warranty documents. Bel-Aire hereby assigns to Customer, without recourse, any applicable warranties extended to Bel-Aire. Such assignment shall constitute Bel-Aire's sole obligation and Customer's sole exclusive remedy from Bel-Aire with regard to defective equipment.

**This limited warranty is in lieu of all other warranties, statutory or otherwise, express or implied, all representations made by Bel-Aire, and all other obligations or liabilities relating to the products or services provided by Bel-Aire at the Property. Bel-Aire disclaims all other warranties, express or implied, including without limitation any implied warranty of workmanlike construction, implied warranty of habitability, implied warranty of fitness for a particular purpose or use, and/or implied warranty of merchantability.** Under no circumstances shall Bel-Aire be liable to Customer for loss of time, loss of use, inconvenience, or any other incidental, consequential, or punitive damages that may arise from this Agreement. Unauthorized repairs or attempted repairs shall void this warranty entirely.

- 10. Design Conditions.** All equipment is designed according to the Manual J standard design temperatures. Bel-Aire is not responsible for cooling/heating beyond the Manual J standard design temperatures, high humidity levels, system reaching dew point, ductwork sweating/producing condensate due to home infiltration rates or any other reason. R-values, structural tightness, ductwork conditions, home infiltration, leakage of ductwork, building materials and any other factor in the load calculation will be determined by the information the Customer provides to Bel-Aire upon initial consultation. Bel-Aire is not responsible for any problems incurred due to incorrect information provided by Customer at the time of consultation and load calculation. If Customer does not authorize Bel-Aire to conduct its own testing to determine load calculations and insulation values, Bel-Aire shall size the new HVAC system based on the size of the existing HVAC system. In such case, Bel-Aire shall not be responsible for problems caused by over sizing (including without limitation short cycling, humidity control, and mold growth) or under sizing (including without limitation inability to heat or cool within the Manual J standard design temperatures).
- 11. Performance or Condition of Existing Equipment.** Bel-Aire is not responsible for the performance, functionality, or compatibility of existing equipment, ductwork, duct board, controls, or other equipment/materials that is not replaced during a job installation and that Customer agrees to keep in place. In the event that the system fails to operate properly, the Warranty service will only cover the newly installed equipment, controls, or materials, as well as our workmanship. In the event that an existing piece of equipment prevents the proper start up or operation of the new equipment or system, Customer assumes all responsibility for any additional service charges that may be incurred.
- 12. Existing Line Set.** Bel-Aire is not responsible for any problems with heating or cooling due to the existing line set, which may require repair and replacement for an additional cost to the Customer in the event Bel-Aire is unable to pull a 500 micron vacuum on an existing line set. Should Customer reject Bel-Aire's recommendation to replace an existing line set, Bel-Aire's limited warranty is voided.
- 13. Existing Gas Pipe.** Bel-Aire is not responsible for the condition of any existing gas pipe that is not readily accessible. Customer is responsible for any additional costs incurred if pressure testing is required to identify leaks and necessary repairs.
- 14. Paint, Patchwork, and Repairs.** Bel-Aire is not responsible for any painting, patchwork, or repair work that may be required following modification/ installation work.
- 15. Personal Property.** Bel-Aire is not responsible for damage to Customer's personal property left in or near the project area.
- 16. Existing Attic Access Stairs.** In the event Customer's existing stairs cannot be safely utilized for the removal and installation of equipment, an alternate method of access may be required. Bel-Aire is not responsible for (a) the replacement or repair of attic steps or stairs that must be removed to complete removal or installation work; or (b) any property damage resulting from the removal of the attic steps or stairs.
- 17. Mold.** Bel-Aire shall not be responsible for any claims, damages, actions, costs, or other liabilities, whether direct or indirect, that may be caused by, resulting from, or relating to, mold. The discovery and/or removal of any mold or any hazardous materials is excluded from the scope of Bel-Aire's work, and Bel-Aire reserves the right to stop work until such mold or hazardous materials are removed.
- 18. Risk of Loss.** Risk of loss shall pass to the Customer upon delivery of materials and equipment to Customer's Property. Bel-Aire shall not be responsible for any loss of materials or equipment due to fire, theft, vandalism, and/or malicious mischief once delivered to Customer's Property. Customer shall assume all responsibility for any such loss of materials or equipment and Customer shall maintain insurance coverage to protect against such loss.
- 19. Indemnification.** Customer shall indemnify, defend, and hold harmless Bel-Aire and its respective director, officers, employees, agents, sureties, subcontractors, and suppliers from and against any and all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and reasonable attorney's fees, involving the following: (a) injury or death to any person, or damage to or destruction of any property (including loss of use thereof), except to the extent caused by the gross negligence or intentional misconduct of Bel-Aire; and (b) any failure of the Customer to comply with the requirements of the Agreement, except to the extent such damage is caused by the gross negligence or intentional misconduct of Bel-Aire. In no event shall Customer be required to indemnify a party of that portion of any loss that is directly attributable to the negligence of the party to whom indemnification is owed, except to the extent such indemnification is permitted by law.
- 20. Severability.** Should any part of this Agreement be adjudged to be void, unenforceable, or contrary to public policy, only such void or unenforceable portion shall be stricken and eliminated hereof while the other portions remain valid and enforceable.
- 21. Performance.** If Customer fails to perform any of Customer's obligations herein or if Bel-Aire, in good faith, believes that the prospect of payment or performance to be impaired, Bel-Aire may upon seven (7) days written notice to Customer terminate this Agreement while retaining all mechanic's lien rights as well as right to payment for the full amount of work performed plus reasonable overhead and profit, interest, attorneys' fees, and other charges due and unpaid.
- 22. Collections.** If amounts owing under this Agreement are not paid within thirty (30) days, Customer agrees to pay a late charge on any



outstanding balance at one and one-half percent (1.5%) per month calculated from the date payment was due. Customer will be deemed to have accepted Bel-Aire's performance as complete under this Agreement unless Customer notifies Bel-Aire in writing otherwise within thirty (30) days of substantial completion. Should Bel-Aire retain the assistance of a third party, including without limitation an attorney, to assist with collection of unpaid amounts due and owing, Customer agrees to pay Bel-Aire's costs associated therewith including without limitation reasonable attorneys' fees, court costs, and interest at the maximum legal rate.

**23. Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Bel-Aire. No agreements, statements, understandings, representations, or warranties other than those specifically set forth herein shall be binding on any of the parties unless set forth in writing and signed by both parties.

**24. Governing Law/Jurisdiction and Venue.** This Agreement shall be governed by the laws of Michigan. The parties agree that, should any litigation arise out of, in connection with, or relating to the Agreement, such litigation will be commenced in the Michigan circuit or district court for the county in which the equipment was installed and/or the services were performed. The parties specifically agree these courts shall have personal jurisdiction and venue.

**25. Waiver of Liability; Homeowner's Insurance.** Customer shall maintain Homeowner's Insurance on the entire property in which the equipment is installed and/or the services are performed for the full insurable value of the Property. Customer waives all claims, demands, damages, losses, costs and expenses against Bel-Aire, its employees, subcontractors, and agents, for injury or death to any person or damage or destruction of any property (including loss of use thereof) caused by or in connection with Bel-Aire's installation of equipment or related accessories, maintenance services, or failure or defect of the equipment, whether caused by the negligence of Bel-Aire, its employees, subcontractors or agents, or otherwise, but only to the extent Customer is covered for such loss or damage by Customer's Homeowner's Insurance or other applicable property or liability insurance. This waiver of liability shall not extend to loss or damage caused by the gross negligence or intentional misconduct of Bel-Aire, its employees, subcontractors or agents.

**I have read and understand the Terms and Conditions stated above.**

Signature of Customer

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

Dated: \_\_\_\_\_

60614 Red Arrow Hwy  
Hartford MI 49057-9703

## Quote

City of Bangor  
414 Division St  
Bangor MI 49013

Description	Qty	Total
Police Station  We Propose the Following Remove the existing 4Ton R410A System Install a New 4Ton R32 System - Condenser, Coil and Linesets will be Replaced Hook to Existing Ducts, Gas, and Electric		
Total Parts, Labor, Install Complete		6,475.00
10 year parts warranty		
QUOTE IS VALID FOR 30 DAYS - after 30 days prices may change due to supplier cost		
Thank you for your business!	<b>Total</b>	\$6,475.00

# F.Y.I ITEMS

-VAN BUREN CONSERVATION DISTRICT



**BANGOR, MI**  
**TRAIN CITY USA**  
GATEWAY TO THE LAKE

# UNDERSTANDING & ADVANCING RECYCLING IN YOUR COMMUNITY



## Join us for a Lunch and Learn Event!

Learn all about recycling. Enjoy lunch with your peers and engage with a panel of community leaders and waste haulers to learn more about recycling programming for communities like yours.

- **September 22 | South Haven Charter Township Hall**
- **September 29 | Paw Paw Township Hall**

11:00 AM – Registration

11:15 AM – Welcome

11:25 AM – What Happens to Recycling?

12:00 PM – Lunch

12:30 PM – Panel Discussion

1:15 PM – Next Steps for Your Community

1:30 PM – Conclude



RSVPs Encouraged:



[ResourceRecovery@VanBurenCD.org](mailto:ResourceRecovery@VanBurenCD.org)



269-633-9314



# DISCOVER WITH THE DISTRICT



## HIKE Phillips Family Memorial Nature Sanctuary

SCAN  
ME



Join the VBCD's Erin and the VBDL for a fun, guided hike!

Come along to explore Michigan Nature Association's Phillips Family Memorial Nature Sanctuary. Discover and learn about unique and uncommon plants and fascinating habitats while exploring the nature in our backyards.

This event is free and open to the public. Register to receive important event information. Visit our website for event information or inquire.

Thanks to the 2016 voter-approved VBCD Operations millage, we're able to provide these programs to our community at no cost. Thank you for making this possible!



Phillips Family Memorial  
Nature Sanctuary

intersection of CR 215/52<sup>nd</sup> St and 84<sup>th</sup> Ave  
behind the Grange Hall  
in Decatur

Wednesday, September 17, 2025  
6:00 PM – 7:30 PM

[VANBURENCD.ORG/DISCOVER-2025](http://VANBURENCD.ORG/DISCOVER-2025)

269-657-4030 x5