

Regular City Council Meeting

Agenda

May 22, 2023

7:30 p.m. **Call to Order**
Pledge of Allegiance
Roll Call
Approval of City Council Minutes: May 8, 2023
Approval of Bills: None
Approval of Agenda
Consent Agenda
1. CDBG Resolution
2. Oakland County Transit Reimbursement Program

Proclamation – Gun Violence Awareness Day

Public Comment

Discussion - Downtown

Fire Chief Report

Police Chief Report

Public Hearing 2023-2024 Budget

- I. Unfinished Business**
 - 1. 2023-2024 Budget Approval**

- II. New Business**
 - 1. Professional Services Agreement for Audit of the FYE June 30, 2023 Financial Statements**
 - 2. McHattie Park Playground Equipment**
 - 3. CSX Encroachment Agreement**
 - 4. Purchase of Garage Building for Cemetery**

- III. Budget**
- IV. Public Comment**
- V. Manager's Report**
- VI. Council Comments**
- VII. Adjournment**

**Please see reverse side for rules of conduct for public comment at City Council meeting*

Rules of Conduct for Public Comment at Council Meetings*

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

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

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

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

City of South Lyon
Regular City Council Meeting
May 8, 2023

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

Mayor Pelchat led those present in the Pledge of Allegiance

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

Also present: City Manager Zelenak, Fire Chief Thorington, Sgt. Sederlund, Finance and Benefit Administrator Tiernan and Clerk/Treasurer Deaton

MINUTES

CM 5-1-23 MOTION TO APPROVE MINUTES

Motion by Kennedy, supported by Mosier

Motion to approve minutes as presented

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS

CM 5-2-23 MOTION TO APPROVE BILLS

Motion by Mosier, supported by Kennedy

Motion to approve bills as presented

VOTE: MOTION CARRIED UNANIMOUSLY

AGENDA

CM 5-3-23 MOTION TO APPROVE AGENDA

Motion by Dilg, supported by Hansen

Motion to approve agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

1. Kensington Valley Civitan Club- Youth Entrepreneur Market
2. Ladies Night Out
3. City Brush Collection/Chipping policy
4. W. Liberty Street closure during Farmers Market

CM 5-4-23 MOTION TO APPROVE CONSENT AGENDA

Motion by Kurtzweil, supported by Mosier

Motion to approve consent agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Carl Richards of 390 Lenox stated the creek cleanup was tremendous and a great success. It was a good turnout with great results. He then stated there were several councilmembers there as well. He stated last weekends Farmers Market was the largest he has seen, with both parking lots full. He stated the garage sales was mostly a rainout, he hopes people will be allowed more days. He then stated he hopes council approve the budget amendments because it's needed to finish out the last 2 months of the budget year.

DISCUSSION- Downtown

City Manager Zelenak stated there were 30+ vendors at last week's Farmers Market and that is a great beginning for the summer season. He reminded everyone that Ladies Night is this Friday from 5-9pm and he hopes most of the businesses will be open, and there will be activities and tables placed for people to sit outside. He then congratulated DDA Director Nate Mack and the DDA for receiving a \$500.00 grant for being recognized as a Main Street on the Rise community which has to do with a lot of activities and different things we are doing in the downtown. He stated he will have an update on the EV chargers the end of this week.

FIRE CHIEF REPORT

Fire Chief Thorington stated they have had 473 instances this year so far. He then stated the ladder truck is moving along, and Lieutenant Noechel is going up on the 12th to do the final inspection, on stickering and shelving, and soon after we will drive it down, and it will be here for the open house on May 20th. He stated shortly after the vendor will fly in an instructor for training. He then stated Lieutenant Soave just completed Fire Instructor One course, and he will be certified through the state to educate us. Chief Thorington stated we had a fatal vehicle versus pedestrian accident this morning on the border of Salem and we worked well as a mutual call with Salem. The Police did a great job. It was an unfortunate call, but EMS, Fire and Police all worked well together. He then stated he met with Representative Slotkin's assistant and we discussed the departments needs, and she is looking with her contacts in the federal government to help us with any funds available. Councilmember Hansen asked if they will be live streaming the truck on its way down. Chief Thorington stated it is hard to do without a date it will be delivered, it could come in at night. He stated they want to plan something after they get a date of when it will be here.

POLICE CHIEF REPORT

Lieutenant Sederlund stated they have recently signed up for the Virtual Online Training platform. This training offers hundreds of training classes, such as deescalation, duty to intervene, hazardous materials, stress recognition, implicit biases and many more. This will coincide with our accreditation program. He then stated the Farmers Market was a success and they didn't receive any complaints or concerns. Councilmember Kurtzweil stated she went to many garage sales over the weekend, and the police presence in the neighborhoods was very noticeable. Everyone was commenting about the truck, and they liked the visibility. She further stated someone that was patrolling stopped at the house in her sub where there were two little boys selling water, and chatted with them. The parents were taking pictures and that kind of community relations is great and so important to our community. Councilmember Kivell stated he was happy to see Officer Walton stop the truck that was turning downtown. He stated the truck actually made the turn in the roadside.

UNFINISHED BUSINESS - None

NEW BUSINESS

1. MS4 stormwater policy adoption

City Manager Zelenak explained this is for the adoption of Oakland County's Engineering Standards into the City of South Lyon Engineering Standards for developments or projects over 1 acre. He further stated this is required by EGLE for our MS4 permit to adopt the Oakland County Engineering Standards. The change is for developments or projects over 1-acre. He further stated he has supplied Council with the City of South Lyon Standards, even though there are only changes on pages 77-78. Councilmember Kivell stated there was a lot of information in the packet, and in the event, he gleans something he would like to be able to discuss it.

CM 5-5-23 MOTION TO APPROVE ADOPTION OF OAKLAND COUNTY'S ENGINEERING STANDARDS

Motion by Kennedy, supported by Hansen

Motion to approve the adoption of Oakland County's Engineering Standards for developments or projects over 1-acre.

ROLL CALL VOTE:

Mosier- Yes

Kivell- Yes

Hansen- Yes

Dilg- Yes

Kurtzweil- Yes

Kennedy- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

2. Budget amendments

Finance and Benefit Administrator Tiernan stated she is presenting fiscal year 2022-2023 budget amendments for the last 2 months of the fiscal year for a total of \$200,000 for general fund revenues and \$138,748 for general fund expenditures. \$170,000 for local streets fund expenditures. Municipal streets fund budget amendment totaling \$8,996,389 for revenues and \$441,798 for expenditures.

CM 5-6-23 MOTION TO APPROVE PROPOSED BUDGET AMENDMENTS

Motion by Kennedy, supported by Mosier

Motion to approve proposed fiscal year 2022-2023 budget amendments

ROLL CALL VOTE:

Kivell- Yes

Mosier- Yes

Kennedy- Yes

Kurtzweil- Yes

Hansen- Yes

Dilg- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

BUDGET- No discussion was held

PUBLIC COMMENT- No public comment was made

MANAGER'S REPORT

City Manager Zelenak stated they had the pre-construction meeting for the Hagadorn sanitary sewer and road paving project on May 4th, and the utility contractors will be out doing some preliminary work on the project within the next few weeks with the major construction beginning the middle of June. We have scheduled a public informational meeting for May 18 between 4-7 pm at City Hall. Letters were mailed to the residents in that neighborhood last Friday. He further stated the next agenda will have new playground equipment purchases for McHattie Park and the purchase of the new cemetery building. He stated our city attorney received the agreement with CSX and that will be given to Council later this week for review and will be on the agenda for the next Council meeting on the 22nd. The budget has been updated and Council will receive an entirely updated budget for adoption at the next Council meeting. He then stated they will have a pre-construction meeting on May 10th regarding the trail improvement plan for Volunteer Park to Princeton. After, we will be posting so residents will know when that part of the trail will be worked on. City Manager Zelenak stated there was an excellent turn out for the ribbon

cutting at Pup Town, and several councilmembers, staff and public attended. He then reminded everyone of Ladies Night Out this Friday between 5-9pm. He further stated we are now accepting bids for the removal and construction of the failed bridge in Andover Park and they are due May 25th. He then stated he, our economic director and planner will be meeting with a local real estate resource in regards to marketing for 318 W Lake, the old SLARA building. Councilmember Dilg asked what kind of playground equipment will be installed. City Manager Zelenak stated it is different musical instruments. Councilmember Kennedy asked if we will be ready to begin the work on the Andover Park Bridge as of July 1. City Manager Zelenak stated after the bids come in, we will disburse some funds to the contractor to order the bridge and move the project along. Councilmember Hansen asked about the brush pick up schedule and if we can have additional days for instead of just twice a month on Mondays. City Manager Zelenak stated it is beginning on the first of the month, and the 3rd week of the month because they were being directed from one side of the city to another, then the same the next day. We are trying to get people on a regular schedule and this will be much more efficient.

COUNCIL COMMENTS

Councilmember Kivell stated we really have legs in the Farmers Market, its well participated with and we have great vendors. We had wonderful weather and he is happy we are starting to draw in a much broader footprint than what our boundary is.

Councilmember Mosier stated the Farmers Market was fantastic. She further stated we have our regulars that come every week, and she noticed there were a lot of new people and a lot of people that just moved to the area. She reminded everyone it is every Saturday and she hopes to see everyone out there. She stated she is looking forward to Ladies Night Out this Friday as well.

Councilmember Kennedy reminded everyone that the Salem-South Lyon District Library will be partnering with the City of South Lyon to host a community document shredding event on Saturday, May 13th from 10am until 1pm in the library parking lot. So, gather up all of those old files and documents you no longer need and have them shredded. And while you're headed to the library remember they are still looking for donations of books and DVDs for their book room. He then wished all the Moms out there a Happy Mother's Day.

Councilmember Kurtzweil thanked all the students for their artwork for the A&E art exhibit that is in the atrium, and to all the teachers for encouraging them to engage in the arts. It is important since COVID that students are provided the opportunity to express themselves through the arts and the art work is out in the atrium and she hopes everyone stops by. She further stated we have a very talented group of students. She then thanked Jeff Robinson for hosting the poetry reading for the Cultural Arts Commission for their event in April for Poetry reading month. She then thanked our local poets, Patty Dombecki, Joe Matusek, and Josie Kearns for their poetry readings. It was very inspirational and we have a very talented community. She then thanked Phil Munro for landscaping he has done at Paul Baker Park, and the Veterans Memorial looks great.

Councilmember Hansen stated in about 10 days there will be an Issue and Ale by Michigan Radio NPR is going to be having a discussion showcasing 50 years after the clean water act and having some great guest speakers at the Brewery Becker on May 18th at 7pm and it is a free event, but they do suggest you register. Another event coming up in August on the 19th from 2pm to 11pm is the Fury for the Feast event, presented by Witches Hat Brewing Company. They are great sponsors and will have live music from Sponge. This will be the 11th year for this event and it has been a great food drive for the

community, and over the last 10 years they have donated about \$107,000 and gathered more than 12,000 pounds of food. The event will benefit Active Faith as well as Blessings in a Backpack. It's a great event and he hopes it will be the best year yet. They will have beer and food as well.

Councilmember Dilg stated everyone loves the Farmers Market, but people are complaining about parking and she wants to remind everyone that there is an underused parking lot across from the Fire Station on Whipple which is only about 3 blocks away and in any other city that would be considered super close parking. She doesn't want anyone to avoid the market because they don't think there is parking. She then thanked our Market Manager for doing an amazing job for packing that place with so many people. She further stated she is looking forward to Ladies Night. She then thanked the South Lyon Area Democrats, and the Kensington Valley Civitan Club for the adopt a road they do in our area and cleaning up and getting lots of garbage off the roads. She stated in the consent agenda the Civitan Club is having their young entrepreneur market event again and it is really a great idea and a great place to go and to let the kids see what its like to sell their wares. She hopes people attend, it is in Biggby parking lot.

Mayor Pelchat stated he wants everyone to know that is not running for Mayor in November 2023 and we'll have some new leadership and he is going to move on to be the best Dad he can be.

ADJOURNMENT

CM 5-7-23 MOTION TO ADJOURN

Motion by Kurtzweil at 7:58 p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Mayor Dan Pelchat

City Clerk/Treasurer Lisa Deaton

AGENDA NOTE

Consent Agenda #1

MEETING DATE: May 22, 2023

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: CDBG Resolution

EXPLANATION OF TOPIC: In order to continue to receive CDBG funds from the federal government and the United States Department of Housing and Urban Development, the City of South Lyon must adopt the attached Resolution which continues the participation in the CDBG programs for the program years 2024, 2025 and 2026.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Resolution opting into Oakland County Urban County Community Development Block Grant Program for Program Years 2024, 2025 and 2026.

POSSIBLE COURSES OF ACTION: Approve or not approve the Resolution opting into Oakland County Urban County Community Development Block Grant Program for Program Years 2024, 2025 and 2026.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the Resolution opting into Oakland County Urban County Community Development Block Grant Program for Program Years 2024, 2025 and 2026.

CITY OF SOUTH LYON
RESOLUTION OPTING INTO OAKLAND COUNTY URBAN COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM FOR PROGRAM YEARS
2024, 2025 AND 2026

RESOLUTION NO. _____

At a regular meeting of the City Council for the City of South Lyon, Oakland County, Michigan, held in the City Council Chambers of said City, on the ___nd day of May, 2023, at 7:30 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____
and seconded by _____.

WHEREAS, the City is currently a party to a certain Cooperation Agreement with Oakland County (the "Cooperation Agreement") for participation in the County's Urban County Community Development Block Grant ("CDBG") program; and

WHEREAS, the Cooperation Agreement automatically renews for three-year cycles unless an amendment is required by the United States Department of Housing and Urban Development; and

WHEREAS, in order to continue participation in the Cooperation Agreement, the City must indicate its intent by resolution of the Council; and

WHEREAS, the City does desire to continue its participation in the Cooperation Agreement and desires to indicate its assets by adoption of this Resolution.

NOW THERE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The City Council hereby resolves to opt into Oakland County's Urban County Community Development Block Grant (CDBG) programs for the program years 2024, 2025, and 2026.

2. The City Council resolves to remain in Oakland County's Urban County Community Development programs for program years 2024, 2025, and 2026, which shall thereafter be automatically renewed in successive three (3) year qualification periods of time, or until such time that it is in the best interest of the City to terminate the Cooperative Agreement.

A vote on the foregoing resolution was taken and was as follows:

ADOPTED.

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)

)

COUNTY OF OAKLAND)

I, Lisa Deaton, City Clerk of the City of South Lyon, hereby certify this to be a true and complete copy of Resolution No. _____, duly adopted at a regular meeting of City Council held on the ___nd day of May, 2023.

Lisa Deaton
South Lyon City Clerk

AGENDA NOTE

Consent Agenda Item # 2

MEETING DATE: May 22, 2023

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Oakland Transit Reimbursement Program

EXPLANATION OF TOPIC: The City of South Lyon is one of numerous communities who are not served by regional transportation entities. Oakland County Board of Commissioners has established a program for communities such as ours to request and get reimbursed for funds associated with transit services.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Oakland County Local Transportation Reimbursement Program Resolution and Application Guide.

POSSIBLE COURSES OF ACTION: To approve / not approve the attached Oakland County Local Transportation Reimbursement Program Resolution.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the attached the attached Oakland County Local Transportation Reimbursement Program Resolution.

CITY OF SOUTH LYON
RESOLUTION TO APPROVE THE COMPLETION AND SUBMISSION OF THE
OAKLAND COUNTY 2023 INTERIM LOCAL TRANSPORTATION REIMBURSEMENT
PROGRAM APPLICATION

RESOLUTION NO. _____

At a regular meeting of the City Council for the City of South Lyon, Oakland County, Michigan, held in the City Council Chambers of said City, on the ___ day of May, 2023, at 7:30 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____ and seconded by _____.

WHEREAS, the Oakland County Board of Commissioners has appropriated funds for the Oakland County 2023 Interim Local transportation Reimbursement Program (the "Program") for eligible cities, villages and townships in Oakland County; and

WHEREAS, the Program seeks to assist eligible cities, villages and townships in Oakland County by providing limited reimbursement funds to maintain existing public transportation services; and

WHEREAS, the City of South Lyon (the "Community") wishes to submit an application to the Oakland County 2023 Interim Local Transportation Reimbursement Program for a total cost not to exceed \$ 93,500⁰⁰; and

WHEREAS, the Oakland County 2023 Interim Local Transportation Reimbursement Program funds shall be used to supplement the Municipal Credits received from SMART for eligible public transportation expenses; and

WHEREAS, the Reimbursement Program requires that the City of South Lyon certify compliance with all Program requirements.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The South Lyon City Council hereby approves the completion and submission of the Oakland County 2023 Interim Local Transportation Reimbursement Program application to seek funding through the Program for a total project cost not to exceed \$ 93,500⁰⁰.

2. The City of South Lyon shall supplement Program Reimbursement funds with Municipal Credits from SMART in an amount not to exceed \$ 10,991.00.

3. If the Application is approved by Oakland County, the Community's participation in the Program and the appropriation and expenditure of funds necessary or appropriate to fund its obligations under the Program as set forth in the Interlocal Agreement.

4. The City of South Lyon will comply with the Program's requirements, including submittal of semi-annual Request for Reimbursement including reports and other documentation as required by the County, as a condition to receiving reimbursement in accordance with the Program.

5. The Mayor and the City Clerk are hereby authorized to sign all program-related documents on behalf of the City of South Lyon and take any other action necessary or appropriate on the Community's behalf to participate in the Program.

A vote on the foregoing resolution was taken and was as follows:

ADOPTED.

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)

)

COUNTY OF OAKLAND)

I, Lisa Deaton, City Clerk of the City of South Lyon, hereby certify this to be a true and complete copy of Resolution No. _____, duly adopted at a regular meeting of City Council held on the ____ day of May, 2023.

Lisa Deaton
South Lyon City Clerk



APPLICATION GUIDE

Oakland County 2023 Interim Local Transportation Reimbursement Program

Program Overview

Citizens in Oakland County passed the Public Transportation Millage on November 8, 2022. Since that time, Oakland County Administration and Board of Commissioners have put contracts in place with the local transportation providers identified in the ballot language, which include: Suburban Mobility Authority for Regional Transportation (SMART), North Oakland Transportation Authority (NOTA), Western Oakland Transportation Authority (WOTA), and the Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC).

In addition, meetings have been held with officials from local cities, villages and townships to discuss the current transportation services offered to residents. The County recognizes that not all communities are presently served by SMART, NOTA, WOTA, or OPC.

As a result, the County Board of Commissioners has established a program to provide these communities with reimbursement funds to support existing public transportation services. The Oakland County 2023 Interim Local Transportation Reimbursement Program will distribute limited Public Transportation Millage funds to assist eligible municipalities to maintain existing public transportation services for calendar year 2023. This program will not fund an expansion in the type or level of service beyond what had been provided in 2022, or what had already been planned for in 2023, prior to the establishment of this program.

Key Milestones

1. Application

Online Program Application and Certified Resolutions are due on or before June 2, 2023 at 4:00 p.m.

2. Agreement

Interlocal Agreement Deadline on or before July 7, 2023

3. Request for Reimbursement

Semi-Annual Request for Reimbursement is due on or before August 18, 2023

4. Final Reimbursement

Final Request for Reimbursement Deadline on or before February 29, 2024

**Submissions outside timeframes will be reviewed for consideration if County reimbursement funds are still available.*

Questions? Contact:

Eli Cooper cooperel@oakgov.com
(248) 975-9876

Updated on 4/25/2023

Program Funding Criteria & Eligibility

Limited reimbursement funds are available to communities with approved Oakland County 2023 Interim Local Transportation Reimbursement Program Applications. Funding shall be utilized to support eligible expenses for existing local public transportation services.

FUNDING SOURCE

Oakland County Transportation Millage	\$500,000
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ELIGIBLE MUNICIPALITIES

Oakland County cities, villages and townships that are eligible to participate in the program include:

- Brandon Township
- City of the Village of Clarkston
- Groveland Township
- Holly Township
- Village of Holly
- Independence Township
- Lake Angelus
- City of Novi
- Novi Township
- Village of Ortonville
- Rose Township
- Springfield Township
- Commerce Township
- Lyon Township
- City of South Lyon
- Milford Township
- Village of Milford
- City of Wixom
- City of Wolverine Lake
- City of Northville (portion)

MUNICIPAL CREDITS

State funding, pursuant to Michigan Public Act 51 of 1951, is made available to SMART, which passes funds on to local communities in the form of Municipal Credit funds. Oakland County 2023 Interim Local Transportation Reimbursement Program funds shall be used to supplement the Municipal Credits received from SMART for eligible public transportation expenses. The distribution formula of available reimbursement funds shall be based upon the following factors: Municipal Credits that an eligible community receives from SMART and the current municipal approved FY 2023 budgeted amount for public transportation services.

OTHER FUNDING

If an eligible community uses other funding sources in their transportation program including, but not limited to: Community Development Block Grant (CDBG), 5310- Enhanced Mobility of Seniors & Individuals with Disabilities Program, or Local Bus Operating Assistance Program, then those funds will also be factored into the distribution formula of available reimbursement funds.

FISCAL YEAR

If the fiscal year of an eligible community is not based on the calendar year, then any transportation services and/or budget not approved prior to December 31, 2022 must be provided to the County for approval prior to executing an Interlocal Agreement.

PROGRAM APPLICATION

A link to the online program application will be provided to elected officials of eligible communities via email in late April (anticipated).

Online Program Applications are due on or before June 2, 2023 at 4:00 p.m.

The community shall submit documentation for local transportation services, which may include:

- Local transportation budget approved by the local government on or before 12/31/2022
- If applicable, the 3rd party contract approved by the local government on or before 12/31/2022

INTERLOCAL AGREEMENT

- Participating communities will be required to execute an Interlocal Agreement.
- The Interlocal Agreement will be sent to the authorized community official after the application has been reviewed and approved by Oakland County.
- The County will provide a link to the authorized community official to review and electronically sign the agreement.
- The Interlocal Agreement must be received by the County on or before July 7, 2023.

ELIGIBLE EXPENSES

Eligible expenses must be directly related to transportation services in a current municipal budget or approved contract. These services may include, but are not limited to:

- Operator/Driver Wages
- Transit Vehicle Fuel
- Transit Vehicle Insurance
- Local Transportation Fares

ELIGIBILITY REQUIREMENTS

If a community seeks funding for local transportation reimbursement, the community must meet the following criteria:

- Must be a city, village or township in Oakland County
- Not served by a SMART fixed route
- Does not receive Community Credits from SMART*
- Not currently served by NOTA, WOTA or OPC
- Must have a current contract or transportation services currently budgeted in 2023
- Services shall be provided between January 1, 2023 – December 31, 2023

**Community Credits are funded by local property tax revenue that SMART provides to agencies across what was formerly known as "opt-in" areas. The Community Credits Program (CPP) directly supports specific purchased services that communities use to increase level of SMART service in their area.*

NON-ELIGIBLE EXPENSES

- Oakland County 2023 Interim Local Transportation Reimbursement Program administration or supervision expenses
- Taxi or ride share fees
- Dispatch Software

PROGRAM APPLICATION REVIEW CRITERIA

Program applications will be reviewed based on the following criteria:

- Clarity and completeness of the application
- Provides evidence of existing contract and/or budget for local transportation services
- Demonstrates that the Community's request meets the goals and requirements of the Oakland County 2023 Interim Local Transportation Reimbursement Program

REQUEST FOR REIMBURSEMENT

Communities shall submit a semi-annual Request for Reimbursement to the County, including, but not limited to, a brief narrative describing transportation services provided and associated paid invoices and/or budget expenditures demonstrating sufficient evidence that the services were provided in accordance with the Program Policies and is consistent with the Community's Application.

The County will provide links to online forms that communities will use to submit a Request for Reimbursement and documentation detailing the ridership, services provided and expenditures utilizing Program funding that will be approved by Oakland County Transit Division staff prior to receiving reimbursement.

Reimbursement funds not used during the program period will be forfeited and appropriated funds will be returned to the Oakland County Transportation Millage Fund.

The final request with documentation must be received by the County on or before February 29, 2024, in order for the County to disburse final reimbursement funds.

REIMBURSEMENT

If reimbursement funds are approved, the community will have an opportunity to request reimbursement on a semi-annual basis.

The FY2023 Oakland County 2023 Interim Local Transportation Reimbursement Program will be administered by the Oakland County Transit Division in the Department of Economic Development.



CITY OF SOUTH LYON

PROCLAMATION

National Gun Violence Awareness Day

Mayor

Daniel L. Pelchat

Council Members

Glenn Kivell

Margaret J. Kurtzweil

Lisa Dilg

Lori Mosier

Alex Hansen

Stephen Kennedy

City Manager

Paul Zelenak

Clerk/Treasurer

Lisa Deaton

335 S Warren

South Lyon, MI 48178

Phone: 248-437-1735

Fax: 248-486-0049

www.southlyonmi.org



This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in South Lyon, Michigan to honor and remember all victims and survivors of gun violence and to declare that we, as a country, must do more to reduce gun violence.

WHEREAS, every day, 100+ Americans are killed by gun violence and on average, there are nearly 13,000-gun homicides every year; and

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other high-income countries; and

WHEREAS, protecting safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, by wearing orange on June 2, 2023, Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

NOW, THEREFORE, BE IT RESOLVED, that I, Daniel L. Pelchat, Mayor of South Lyon, County of Oakland, State of Michigan, do hereby proclaim Friday, June 2, 2023 to be National Gun Violence Awareness Day in the City of South Lyon. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Daniel L. Pelchat, Mayor

5/22/23

Date

AGENDA NOTE

Unfinished Business# 1

MEETING DATE: May 22, 2023

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: 2023-2024 Budget Approval

EXPLANATION OF TOPIC: All of you have received the proposed 2023-2024 Budget document. At tonight's meeting we will hold the Public Hearing for the budget. After the Public Hearing, you will consider the approval of the Millage Rate Resolution. And also consider the approval of the 2023-2024 Budget Resolution.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Millage Rate Resolution, and Annual Budget Resolution.

POSSIBLE COURSES OF ACTION: Under two separate motions, approve / not approve the Millage Rate Resolution, and the Budget Resolution.

SUGGESTED MOTION(s): Motion by _____, supported by _____ to approve the Millage Rate Resolution.

Motion by _____, supported by _____ to approve the Annual Budget Resolution.

CITY OF SOUTH LYON



Mayor

Daniel L. Pelchat

Council Members

Lisa Dilg

Alex Hansen

Stephen Kennedy

Glenn Kivell

Margaret J. Kurtzweil

Lori Mosier

City Manager

Paul C. Zelenak

Clerk/Treasurer

Lisa Deaton

335 S Warren

South Lyon, MI 48178

Phone: 248-437-1735

Fax: 248-486-7054

www.southlyonmi.org

The following resolution was offered by _____, and supported by _____

WHEREAS, on May 22, 2023 the City Manager submitted to City Council a proposed budget for the fiscal year July 1, 2023 through June 30, 2024, and

WHEREAS, the City Council has received the proposed budget contained herein and has discussed and reviewed same.

NOW, THEREFORE, BE IT RESOLVED, the City Council hereby adopts the 2023-2024 fiscal budget as shown in the budget document on the Summary page, and detailed on the following pages, with expenditures in the total amount of \$9,178,513.

BE IT FURTHER RESOLVED, that the City Council hereby adopts the following proposed budget or estimates for the following operations as set forth below.

Fund No.

Major Street Operation	202
Local Street Operation	203
Community Development Block Grant	274
Combined Water/Sewer Operation	592
Equipment Replacement Fund	642
Capital Improvement Fund	401
Land Acquisition	509
Downtown Development Authority	248

General Debt Service

2003 G.O. WW Treatment Plant/Bond	307
2023 G.O. Roads Bond	204

BE IT FURTHER RESOLVED that the City Manager is authorized to advertise for bids, or authorize at the appropriate time for contractual services, commodity purchases and/or capital expenditures throughout the fiscal year in accordance with the enclosed budget document and all applicable City ordinance policies or procedures in effect.

BE IT FURTHER RESOLVED, that pursuant to the Uniform Budgeting and Account Act, Section 19 (2), the City Manager may make transfers within a fund and activity if the amount to be transferred does not exceed 10% or \$25,000, whichever is greater, of the appropriation item for which the transfer is to be made, with prior notification to the City Council.

VOTE: Roll Call: Ayes –
Nays –

Daniel L. Pelchat, Mayor

Lisa Deaton, City Clerk

CITY OF SOUTH LYON



Mayor

Daniel L. Pelchat

Council Members

Lisa Dilg

Alex Hansen

Stephen Kennedy

Glenn Kivell

Margaret J. Kurtzweil

Lori Mosier

City Manager

Paul C. Zelenak

Clerk/Treasurer

Lisa Deaton

335 S Warren

South Lyon, MI 48178

Phone: 248-437-1735

Fax: 248-486-7054

www.southlyonmi.org

The following resolution was offered by _____, and supported by _____

RESOLVED, that the City Clerk certify to the City Assessor for spreading on the Assessment Roll of the City of South Lyon for the year 2023-2024, the following amounts, based on taxable value \$496,201,910.

1. At the rate of 11.5756 mills per \$1,000 of valuation for General Fund Operation
2. At the rate of 3.0000 mills per \$1,000 of valuation for Wastewater General Obligation Bonds for wastewater treatment (2002)
3. At the rate of 1.9946 of valuation for General Obligation Road Bonds

RESOLVED FURTHER, that due to the May 2, 1984 election whereby the Library became a free standing and District Library for all purposes including the levy of 1.4369 and the overall levy for the City will be 18.0071 mills, of which 16.5702 mills will be used for City operation and debt.

RESOLVED FURTHER, that after spreading on the Assessment Roll, the amounts as required to be raised by the general ad valorem tax, the Assessor certify and deliver the same to the City Treasurer, and the City Clerk be authorized to attach her warrant thereto, directing and requiring the City Treasurer to collect the same as provided by the City Charter.

RESOLVED FURTHER, that all installments reported to the City Treasurer as delinquent on Special Assessments and other charges, together with interest due thereon, as provided in Section 7.17 of the City Charter; unpaid charges for water consumption and water tap installation, as provided in Chapter 24 of the South Lyon City Code be assessed against the properties benefited and included in the 2023 Tax Roll.

RESOLVED FURTHER, that the millage for the entire fiscal year 2023-2024 budget not to exceed 16.5702 mills.

MOTION To approve the 2023-2024 proposed budget

VOTE: Roll Call: Ayes –
Nays –

_____ Daniel L. Pelchat, Mayor

_____ Lisa Deaton, City Clerk

Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the resolution adopted at the regular meeting of the South Lyon City Council held on the 22nd day of May 2023.

_____ Lisa Deaton, City Clerk

AGENDA NOTE

New Business # 1

MEETING DATE: May 22, 2023

PERSON PLACING ITEM ON AGENDA: Patricia Tiernan, Finance and Benefit Administrator

AGENDA TOPIC: Professional Services Agreement for Audit of the FYE June 30, 2023 Financial Statements.

EXPLANATION OF TOPIC: The City of South Lyon will engage Plante & Moran, PLLC to perform an audit of the Fiscal Year Ending June 30, 2023 Financial Statements, assist in drafting the Financial Statements and related notes. The approximate cost of the engagement will be \$70,000. The proposed Service Agreement includes a 3% increase from the previous year's contract.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Professional Service Agreement provided by Plante & Moran, PLLC.

POSSIBLE COURSES OF ACTION: Approve or not approve the Professional Service Agreement by Plante & Moran, PLLC to perform audit services for the City of South Lyon for Fiscal Year Ending June 30, 2023.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the Professional Service Agreement by Plante & Moran, PLLC to perform audit services for the City of South Lyon for Fiscal Year Ending June 30, 2023.



Plante & Moran, PLLC
1098 Woodward Avenue
Detroit, MI 48226-1906
Tel: 313.496.7200
Fax: 313.496.7201
plantemoran.com

May 8, 2023

Mr. Paul Zelenak, City Manager
City of South Lyon
335 S. Warren
South Lyon, MI 48178

Dear Mr. Zelenak:

Thank you for your continued selection of Plante & Moran, PLLC ("PM") to assist you. We are sending this letter and the accompanying Professional Services Agreement, the terms of which are incorporated into this engagement letter, to confirm the nature, limitations, and terms of the services we will provide to the City of South Lyon ("Client").

Scope of Services

We will audit Client's financial statements as of and for the year ended June 30, 2023. In addition, the supplemental information accompanying the financial statements, consisting of the Nonmajor Governmental Funds Combining Balance Sheet and Statement of Revenue, Expenditures, and Changes in Fund Balances, Schedule of Expenditures – General Fund, Schedule of Expenditures by Activity – Major and Local Roads Funds, and the Schedule of Operating Expenses – Proprietary Fund – Water and Sewer Fund, will be subjected to the auditing procedures applied in our audit of the financial statements.

In connection with our audit engagement, we will assist you in drafting your financial statements and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

Timothy St. Andrew is the engagement partner for the services specified in this letter and is responsible for supervising PM's services performed as part of this engagement.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM may be available to provide them under the terms of separate engagement letters and for additional fees.

Timing of Services

We expect to begin fieldwork for this engagement on August 7, 2023 and our report will be issued by September 30, 2023.

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates. We estimate that our fee for this engagement will range from \$64,500 to \$70,000.

Mr. Paul Zelenak, City Manager 2
City of South Lyon

May 8, 2023

Invoices for audit services will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you agree with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Timothy St. Andrew, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively, "Agreement"), which set forth the entire agreement between the City of South Lyon and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of South Lyon

Mr. Paul Zelenak, City Manager

Date

Title

Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter (collectively, "Agreement") for audit services dated May 8, 2023 between Plante & Moran, PLLC (referred to herein as "PM") and City of South Lyon (referred to herein as "Client"). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

1. **Financial Statements** – The financial statements of Client being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – Client management is responsible for the preparation and fair presentation of these financial statements in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of Client personnel responsible for Client's underlying accounting and financial records.

Client personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM's audit. In addition, Client will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. Client will allow PM unrestricted access to personnel within Client from whom PM determines it necessary to obtain audit evidence.

Client represents and warrants that any and all information that it transmits, or otherwise makes available, to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, "Data Privacy Laws"). Client shall not disclose personal data of data subjects ("Personal Data") who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, and related notes. Client has designated Ms. Patricia Tiernan and City Manager Zelenak to oversee financial statement related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting Client involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for providing PM with complete, accurate, and timely information that could bear on PM's independence under applicable professional standards, including, but not limited to, information and representations regarding affiliates of Client, business or personal relationships between Client and PM, and business, personal and employment relationships between those in a financial reporting oversight role, including members of governance, and PM (collectively, Independence Information). Client represents and warrants (a) that it has provided PM any and all Independence Information existing as of the date of this Agreement; (b) that such Independence Information is accurate and complete as of the date of this Agreement; (c) that it will notify PM of any changes to Independence Information that has been provided as of the date of this Agreement; and (d) that,

Professional Services Agreement – Audit Services

after the date of this Agreement, it will provide any new Independence Information to PM as soon as it becomes known to Client.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the Client's financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that Client's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be modified, PM will discuss the reasons with Client management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – Client is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations. PM, in making its risk assessments, will consider internal control relevant to Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of Client's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.
6. **Audit Procedures and Limitations** – PM's audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the Client financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, Client acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.
7. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of Client, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of Client's governing board, and Client acknowledges and agrees that communication in this manner is sufficient for Client's purposes.
8. **Communication to Group Auditor** – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. Client permits such communication. PM will discuss matters being communicated with those responsible for governance of Client.
9. **Accounting and Financial Records** – Client agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all Client financial records and related information available to PM for purposes of PM's audit, whether obtained from within or outside of the general ledger and subsidiary ledgers. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on Client providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of Client's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

Professional Services Agreement – Audit Services

In any circumstance where PM's work is rescheduled due to Client's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

- 10. Audit Adjustments** – PM will recommend adjustments to Client's accounting records that PM believes are appropriate. Client management is responsible for adjusting Client accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the Client's financial statements specified in this Agreement.
- 11. Management Representations** – Client is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from Client officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, Client acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this Agreement. In addition, as a condition of its audit engagement, Client agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in Client's financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

- 12. Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. Client may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. Client agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if Client intends to make reference to PM in a publication of any type, Client agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. Client acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this Agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on Client's Internet website, Client understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

- 13. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event Client elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's consent to such incorporation or reference, Client understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this Agreement. Additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.

Professional Services Agreement – Audit Services

If Client incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, Client agrees to include the following provision in the offering document:

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to perform any procedures on the financial statements of Client since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

- 14. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If Client requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 15. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to Client's confidential, proprietary information, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should it attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both Client and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of Client's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. Client authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this Agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

- 16. Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers in connection with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished and (ii) not use

Professional Services Agreement – Audit Services

any information for any purpose unrelated to PM's services. Client, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third-party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's foregoing consent shall be continuing until the services provided for this Agreement are completed.

- 17. Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by Client regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. Client acknowledges that the following circumstances may result in an increase in fees:

- Client's failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Client's failure to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
- Delays by Client causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will use best efforts to advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quotes may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

- 18. Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's services or issuance of PM's report upon resumption of PM's work, whether imposed by agreement or by law. Client agrees that in the event PM stops work or terminates this Agreement as a result of Client's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

- 19. Fee Adjustments** – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.

- 20. Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not

Professional Services Agreement – Audit Services

and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.

- 21. Release for Biological Agent Liability** – Client acknowledges that there is an inherent risk of exposure to infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, Client, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third-party service providers (collectively, "PM Persons") from any and all claims or causes of action that the Client has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any Client facility(ies) or other in-person interaction with Client personnel.
- 22. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 23. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 24. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with Client and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and Client acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.
- 25. Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
- 26. Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
- 27. Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 28. Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 29. Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
- 30. Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Audit Services

AGENDA NOTE

New Business # 2

MEETING DATE: May 22, 2023

PERSON PLACING ITEM ON AGENDA: City Manager

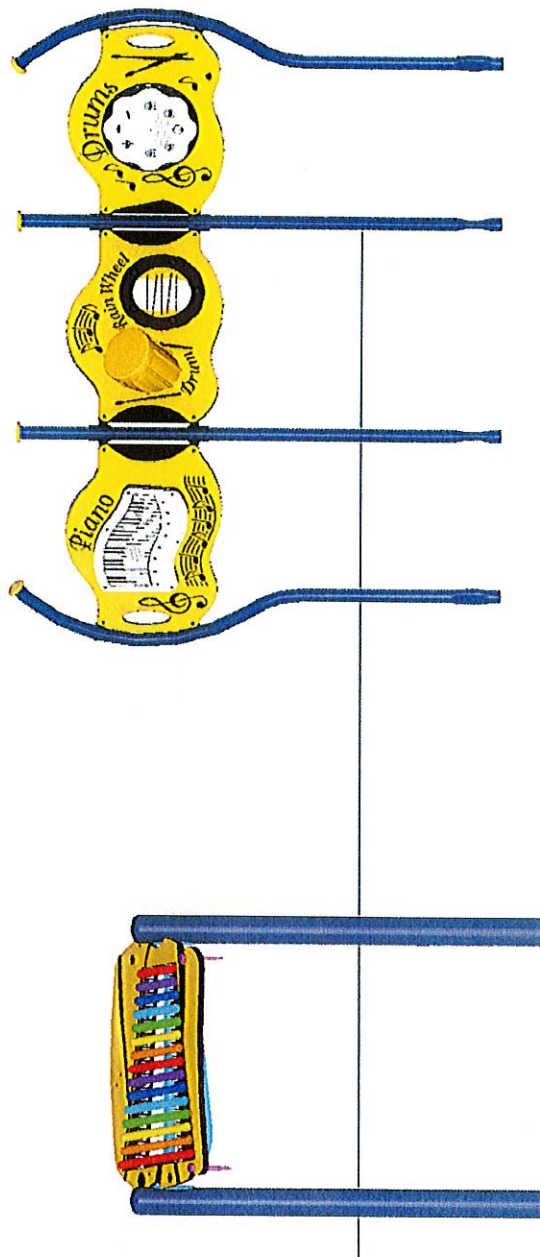
AGENDA TOPIC: McHattie Park Playground Equipment

EXPLANATION OF TOPIC: The Parks and Recreation Commission is recommending the purchase of the following musical playground equipment. Both pieces of equipment are interactive musical instruments (drums and chimes) Several other playground equipment company catalogs were reviewed (Grounds for Play, School Outfitters, Outdoor Workout Supply, Playground Boss, Game Time, etc.) and compared for price and comparison. There are similar pieces of equipment, but each company has their own unique look, size, color and product.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Cost and information on play ensemble supine chimes and piano, drum rain wheel from Burke Inc.

POSSIBLE COURSES OF ACTION: Approve or not approve the purchase of musical playground equipment from Burke Inc. for McHattie Park, not to exceed \$14,318

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the purchase of musical playground equipment from Burke Inc. for McHattie Park, not to exceed \$14,318



The protective surfacing for this design must accommodate the critical fall height.

Burke

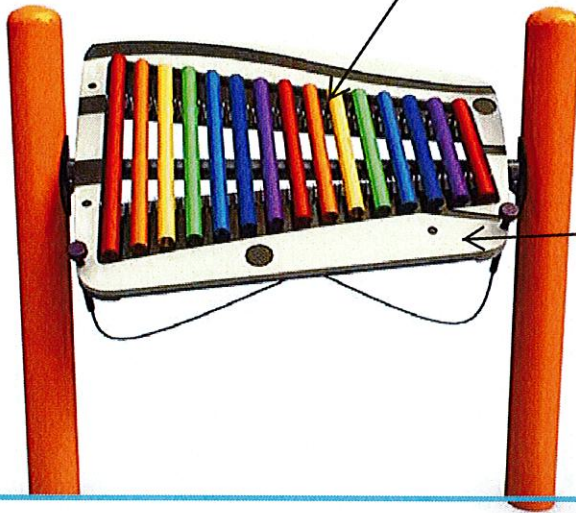
May 04, 2023

SERIES: Basics, Nucleus
ELEVATION PLAN
DRAWN BY:

Music Cluster

Snider Recreation, Inc.
SL Music 050423-1

(CHIME COLORS AS SHOWN ONLY)

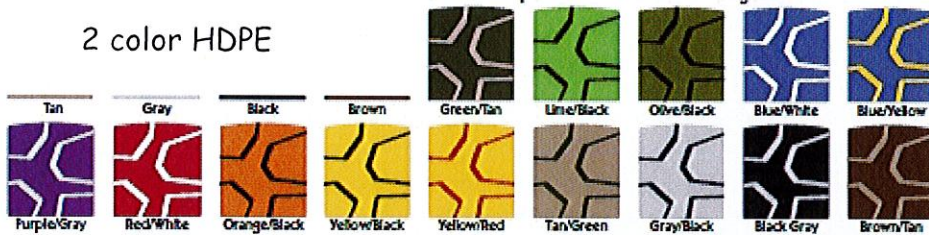


CHOOSE THE FOLLOWING
COLORS:
POSTS- (ALL METAL COLOR
CHOICES)
2 COLOR HDPE

POWDER COAT PAINT



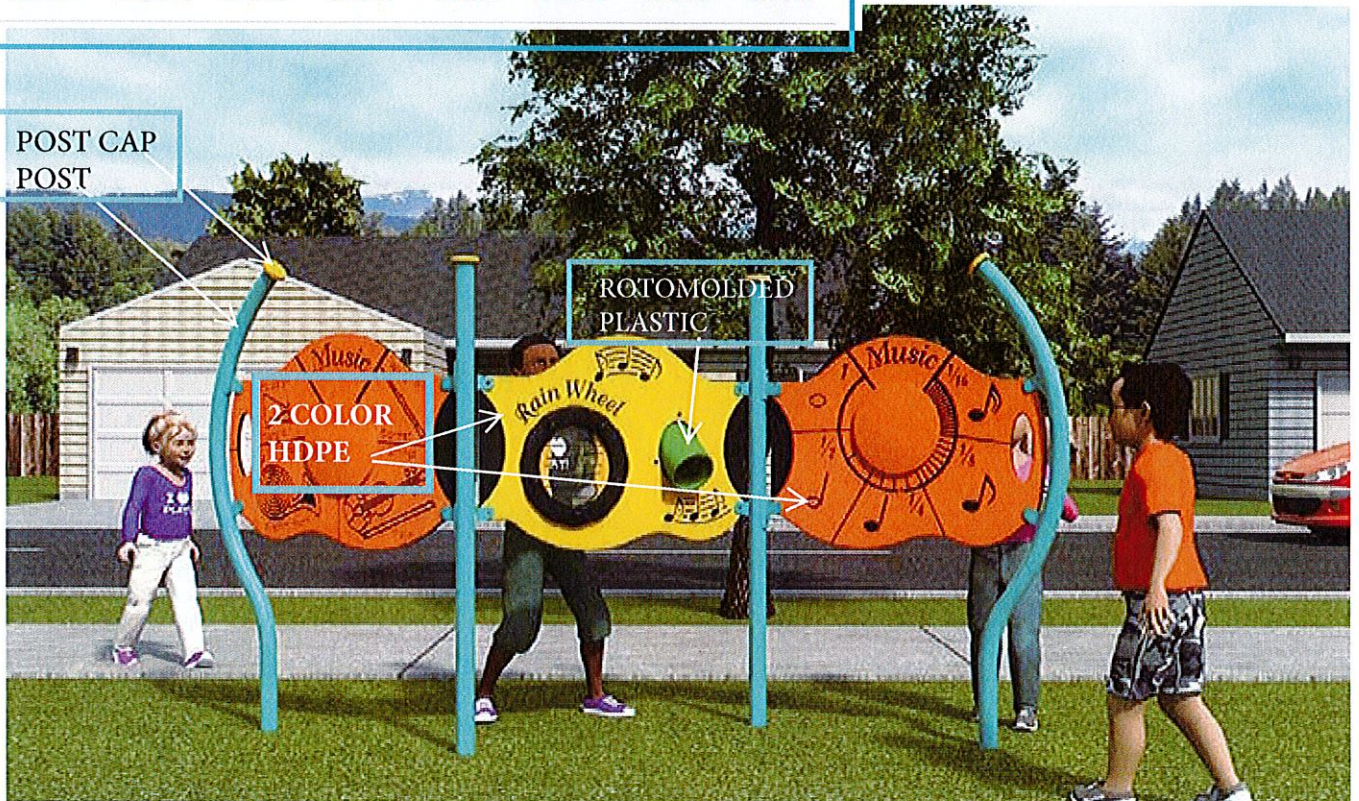
2 color HDPE



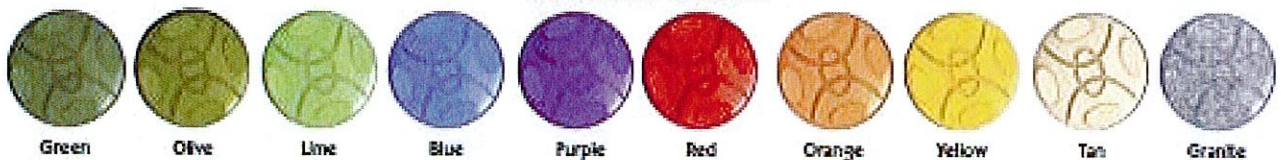
POST CAP
POST

ROTOMOLDED
PLASTIC

2-COLOR
HDPE



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BCIBURKE.COM

Burke

800.266.1250

HOME : PRODUCTS : FREESTANDING PLAY : MUSICAL PLAY : PLAYENSEMBLE SUPINE
CHIMES HUE

PlayEnsemble Supine Chimes Hue

IMAGES

VIDEO TOUR



DOWNLOADS



Key Features:

Capacity: 2

Fall Height: 0"



HOME : PRODUCTS : FREESTANDING PLAY : MUSICAL PLAY : BURKE BASICS BB-2321

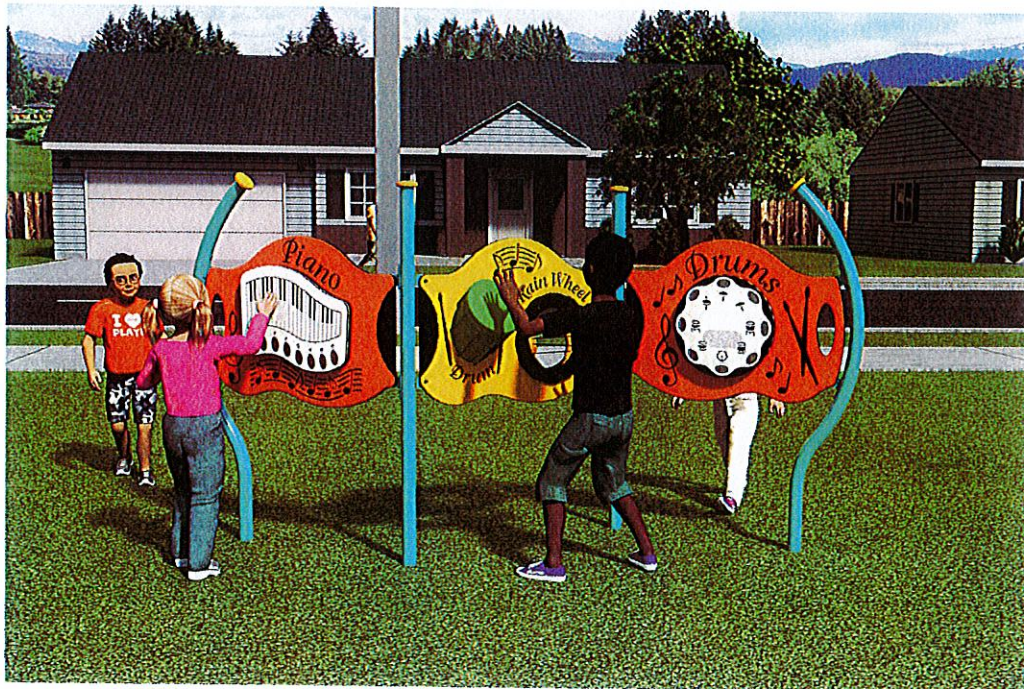
Burke Basics BB-2321

IMAGES



TOP VIEW

DOWNLOADS



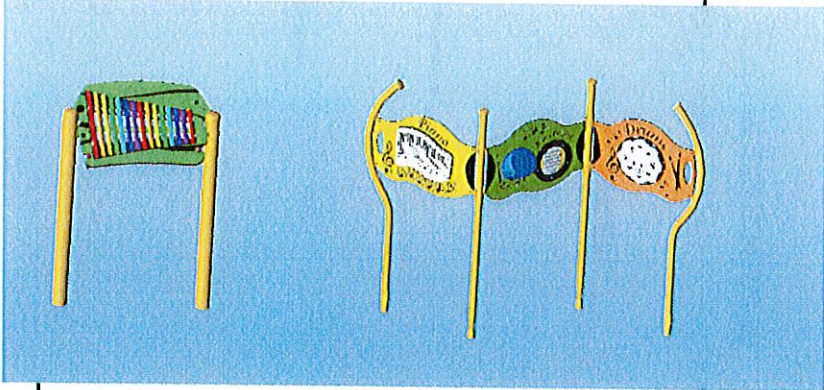


10139 Royalton Rd Suite K
N. Royalton, OH 44133
800-888-2889
www.cvsnider.com

Date	Estimate #
5/4/2023	Q 050423-2 SLYON

Name / Address	PROJECT - SHIP TO
City of South Lyon Paul Zelenak 355 S. Warren St South Lyon, MI 48178	PROJECT: City of South Lyon - Music SHIP TO: TBD

Terms	Rep	Customer Phone	Customer Email	Tax Exempt Number	County
Due On Receipt	VC	2484371735	pzelenak@southlyonmi.org	TBD	Oakland

Item	Description	Qty	Rate	Total
BB-2321	SOUND GARDEN:PIANO, RAIN WHEEL/DRUM/DRUMS	1	\$9,304	\$9,304
NU-3136	SUPINE CHIMES HUE	1	\$5,424	\$5,424
FREIGHT	Shipping Charges	1	\$590	\$590
DISCOUNT	SNIDER DISCOUNT	1	-\$1,000	-\$1,000
				
** Lead time currently is 14 weeks or sooner				

TERMS

1/2 down with order, balance upon completion with approved credit.
If tax exempt certificate is not provided, appropriate sales tax will be charged. Quote is valid for 30 days. Acceptance of this quote assumes acceptance of current Snider Insurance. Freight is subject to surcharge. Payment via credit card will incur an additional 3% Administrative fee.

Subtotal	14,318.00
Sales Tax (6.0%)	N/A
Total	14,318.00

IMPORTANT NOTE

Quoting a price for installation/labor does not guarantee that we will be able to perform the work within the current season (April – November) . Our goal is to complete all projects in order and in a timely fashion, but labor, freight and supply chain issues continue to have a major impact on scheduling and completion. We apologize and ask that you factor this in when making a decision regarding labor/installation. We hope these important factors that greatly influence every aspect of our industry improve considerably in the near future.

QUOTED BY VICKI CRAWFORD
SNIDER RECREATION, INC.

ACCEPTED BY _____

SIGNATURE _____

DATE _____

AGENDA NOTE

New Business Item # **3**

MEETING DATE: May 22, 2023

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: CSX Encroachment Agreement

EXPLANATION OF TOPIC: The City of South Lyon is constructing improvements to its sanitary sewer system, which improvements include an extension of its sanitary sewer main and improvements to portions of the existing sanitary sewer manhole and sewer lines, including in an area through the property commonly known as 415 N. Lafayette Street (Parcel No. 21-19-476-008) and 606 Lakewood Drive (Parcel No. 21-19-426-001).

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Copy of Facility Encroachment Agreement.

POSSIBLE COURSES OF ACTION: To approve / not approve the attached Facility Encroachment Agreement between CSX Transportation, INC and the City of South Lyon.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the attached the attached Facility Encroachment Agreement between CSX Transportation, INC and the City of South Lyon.

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of [INSERT DATE], 2023, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF SOUTH LYON, a municipal corporation, political subdivision or state agency, under the laws of the State of Michigan, whose mailing address is 335 S. Warren Avenue, South Lyon, Michigan 48178, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near South Lyon, Oakland County, Michigan, Great Lakes Zone Division, Plymouth Subdivision, Valuation Station 1695+00, Milepost CH-36.5, Latitude N42:27:53.00, Longitude W83:39:09.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the

separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s)

and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensors.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensors for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensors's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensors, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensors's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensors of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensors to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensors may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensors hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), but only to the extent that Licensee's own conduct may subject Licensee to liability as a result of the underlying conduct alleged and governmental immunity is statutorily waived, Licensee hereby agrees to, defend, indemnify, and hold Licensors harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensors may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever

(including officers, agents, employees or invitees of Licensors), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensors to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensors. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensors. By entering into this Agreement, Licensee shall not be deemed to have, and this Agreement is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of Licensee. Nothing in this Agreement shall be construed as a waiver of governmental immunity.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensors harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensors may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensors), and for damage to or loss of or destruction of any property whatsoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensors to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensors. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensors.

9.3 Use of Licensors' rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensors' rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensors harmless from but only to the extent that Licensee's own conduct may subject Licensee to liability as a result of the underlying conduct alleged and governmental immunity is statutorily waived: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or

nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensors contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensors harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensors, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensors, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensors may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensors' ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall require its Contractor to procure and maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensors, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensors, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180,

500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

- i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to

commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual

cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensors's applicable fixed rate. Licensors may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensors to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensors shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensors of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensors.

13.3 Neither the failure of Licensors to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensors, shall be construed as an admission of liability or responsibility by Licensors, or as a waiver by Licensors of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensors, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensors in a manner satisfactory to Licensors, and (c) reimburse Licensors any loss, cost or expense of Licensors resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensors at least thirty (30) days written notice before doing any work on Licensors's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 248-437-6914.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

19. CONTRACTOR'S ACCEPTANCE:

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF SOUTH LYON

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.

Schedule "A"

CONTRACTOR'S ACCEPTANCE

This Amendment is and shall be a part of Agreement No. CSX899994, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated December 19, 2019, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee's Contractor

LICENSEE'S CONTRACTOR

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: _____

TITLE: _____

DATE: _____

AGENDA NOTE

New Business: Item # 4

MEETING DATE: May 22, 2023

PERSON PLACING ITEM ON AGENDA: Jeff Archey, DPW Superintendent

AGENDA TOPIC: Purchase of Garage Building for Cemetery

EXPLANATION OF TOPIC: The DPW is requesting the purchase of a 12'x20' garage for the South Lyon Cemetery. This building will be replacing the building the DPW demoed earlier this year. This is a budgeted item for the current FY and is available in 4 to 6 weeks from Jim's Amish Structures. The funds for this purchase will be coming out of Cemetery Perpetual Care GL account 209-000-972.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Quotations from Jim's Amish Structures, DPW building a Home Depot garage kit, and Liberty Residential Construction, photo and details of selected building.

POSSIBLE COURSES OF ACTION: Approve purchase/do not approve purchase of Garage Storage Building from Jim's Amish Structures and use of mule to set structure for the cost of \$12,789 from GL account 209-000-972.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the purchase of the Garage Storage Building and mule use from Jim's Amish Structures for the cost of \$12,789 from GL account 209-000-972.

CITY OF SOUTH LYON
PURCHASE REQUEST QUOTE FORM

ITEM DESCRIPTION: Replacement Cemetery Garage

QUANTITY NEEDED: 1

REQUIRE DELIVERY BY: _____

(Quotes shall be verbally, by telephone or by written communication)

(CIRCLE REQUESTED VENDOR—ATTACH EXPLANATION IF OTHER THAN LOW QUOTE)

	#1	#2	#3
VENDOR:	<u>Jim's Amish Structures</u>	<u>DPLJ To build (Home Depot Kit)</u>	<u>Liberty Residential Construction</u>
ADDRESS:	_____	_____	_____
PHONE:	<u>981-229-0515</u>	_____	_____
CONTACT:	<u>Trish</u>	<u>Jeff Archer</u>	_____

QUOTED:

*MODEL #:

*UNIT PRICE:

*LABOR PRICE

*DELIVERY FEE:

*AVAILABILITY:

*TERMS:

*DELIVERY DATE:

*F.O.B.:

*OTHER:

Storage Building

\$12,714.00

4-6 Weeks

\$14,410

\$2500

12x20 Garage

\$14,325.00

DATE SUBMITTED:

QUOTE GOOD UNTIL:

QUOTE TAKEN BY:

Jeff Archer

Jeff Archer

Jeff Archer



Storage Building Invoice

989.224.0515

www.jimsamish.com

	Price
Customer Name: City of South Lyon Jeff Archey	
Customer Phone Number: 248-437-0423	
Customer Delivery Location: South Lyon, MI	
Customer email: archey@southlyonmi.org	
Date first created: 8/2/22	
Date last Revised: 4/12/2023	
Sales Associate(s): Trish	
12x20 A-Frame Garage	\$ 11,510.00

Siding Type: Duratemp

Includes:	Standard side wall height of 7'
	Techshield in roof Incl.
	Lifetime Arch. Shingles Incl.
	Pressure Treated Flooring Incl.
	2 Gable Vents Incl.
	Locking T-Handle Incl.
	9x7' Overhead Garage Door - No Windows Incl.
	Single German Door (No Windows) Incl.
	2 - 18x27" or 24x27" Windows Incl.
	Louvered Shutter Incl.

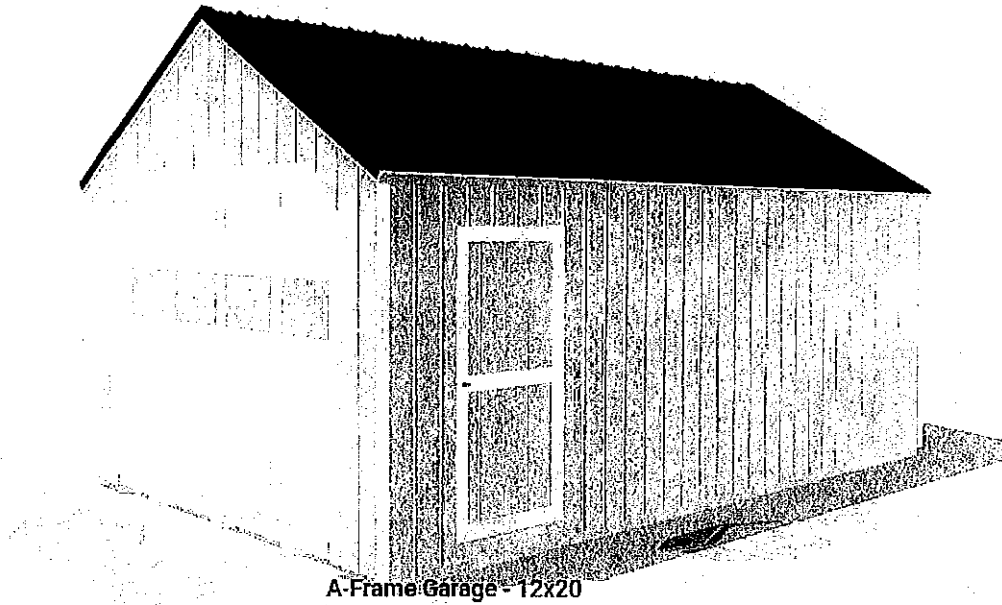
Additional Options:

No Windows	\$ (100.00)
No Shutters	\$ (40.00)
Metal Roof - \$5.60 sq ft	\$ 1,344.00
No Floor	Included

Total:	\$ 12,714.00
Delivery: If mule needed for placement, add \$75	\$ -
Tax: Exempt - Paperwork on File	\$ -
Grand Total:	\$ 12,714.00
Deposit:	\$ 1,000.00



Window Frame Color:	No Windows
Siding Color:	Almond
Trim Color:	White
Roof Color:	Black Metal Roof
Door Color:	White Garage Door
How to load?:	Garage Door to Truck



A-Frame Garage - 12x20

Note: The shed customizer does not have the ability to show the no floor option, but we have that on the quote. The garage door height will be adjusted to be level with the concrete.