

# **Regular City Council Meeting**

**July 27, 2020**

## **Agenda**

**7:30 p.m.**      **Call to Order**  
                 **Pledge of Allegiance**  
                 **Roll Call**  
                 **Approval of Minutes: July 13, 2020**  
                 **Approval of Bills**  
                 **Approval of Agenda**  
  
                 **Public Comment**  
  
                 **Discussion- Downtown**  
  
                 **Fire Chief Report**  
                 **Police Chief Report**  
  
                 **Presentation: Water / Sewer Rate Analysis**

### **I. Old Business**

- 1. Amendment to Resolution Approving Commercial Rehabilitation Exemption Certificate Application for 1855 Holdings, LLC at 135 E. Lake Street**
- 2. Resolution Approving Proposed Charter Amendment Ballot Proposition**

### **II. New Business**

- 1. Plante Moran Professional Service Agreement – Audit Engagement**
- 2. Fire Department – Rescue Truck Body Replacement**
- 3. First Responder Hazard Pay Premiums Program (FRHPPP)**
- 4. Resolution for Main Street Oakland County COVID-19 Small Business Relief Program Grant Agreement**

### **III. Budget**

### **IV. Manager's Report**

### **V. Public Comment**

### **VI. Council Comments**

### **VII. Adjournment**

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

City of South Lyon  
Regular Council Meeting  
July 13, 2020

Mayor Pelchat called the meeting to order at 7:30 p.m.  
Mayor Pelchat led those present in the Pledge of Allegiance

Present: Mayor Pelchat, Councilmembers Dilg, Kennedy, Kivell, Kurtzweil, Richards and Walton

Also present: City Manager Zelenak, Chief Sovik, Chief Vogel, Superintendent Varney, Attorney Hamameh and Clerk/Treasurer Deaton

MINUTES- 6-22-20

Councilmember Kivell stated on page 5 it should state R3 zoning, not our three. Councilmember Kennedy stated the roll call vote on page 6 & 7 doesn't reflect Councilmember Richards voting no, and the Mayor did not vote at all. Councilmember Richards stated during the conversation with Andy Meisner he had asked about matching funds that he proposed to be given to Parks and Recreation and that was left out.

CM 7-1-20 MOTION TO APPROVE MINUTES AS AMENDED

Motion by Kivell, supported by Kennedy  
Motion to approve minutes as amended

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS

CM 7-2-20 MOTION TO APPROVE BILLS AS PRESENTED

Motion by Kennedy, supported by Dilg  
Motion to approve bills as presented

VOTE: MOTION CARRIED UNANIMOUSLY

AGENDA

Councilmember Kivell stated he had issues logging onto the last Council meeting and he would like to add the minutes from June 8<sup>th</sup> for an amendment.

CM 7-3-20 MOTION TO AMEND AGENDA

Motion by Kivell, supported by Walton  
Motion to approve the agenda as amended

VOTE: MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA- None

MINUTES- June 8, 2020

Councilmember Kivell stated on page 12 starting on the second line, the word Marshall should be changed to Inspector. He then stated it should read in compliance (2 words) and it should state the words up attending needs to be deleted and it should say everything you need to attend to. Then 2 lines below there is an extra he in the sentence that should be removed.

CM 7-4-20 MOTION TO APPROVE THE MINUTES AS AMENDED

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

7/13/20

VOTE:

MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT-

Screenivas Cherukuri of 25704 Shoreline Drive of Novi stated he is a candidate for House District 38. He stated he was born and raised in Michigan and he started out as an Engineer. He stated he then moved to management consultant and he was the IT Director for the City of Detroit until 2009. He stated in 2010 he and his brother started a hearing aid manufacturing company based in Southfield Michigan. He is a first-time political candidate and he has a lot of experience in the private and public sector. His concern is the heavy reliance local governments have on commercial property tax which is under threat. It began with the retail apocalypse and its still going to accelerate with the COVID crisis. He further stated commercial property is not going to be worth what it once was. We are going to have find a way to keep everything going without making the mistake repetitive. He stated his website is [www.scree.vote](http://www.scree.vote) if anyone wants to reach him.

Mindy Fernandes stated she is here as a representative of Kathy Crawford's office and wanted to give Council some updates. She stated they are focusing on education and safely reopening schools. They are helping the local superintendents decide how best to open and move forward. She stated they are also working on Covid liability helping local businesses, nonprofits and City governments understand the liability and helping them to understand how to lessen their liability. She stated not to take it away if they open irresponsibly but to help them understand. She stated the unemployment system is still a disaster and people are waiting 8-9 weeks before they even to get an answer or phone call back. She then stated if anyone is having trouble with unemployment to call Kathy Crawford's office in Lansing and they will do their best to help you. It's very frustrating and a very frustrating time right now but they are doing the best they can to help everyone understand the process. She then stated they are very concerned about the nursing homes and how to keep people safe and trying to figure out why that happened and to make sure it doesn't happen again.

DISCUSSION- Downtown

Downtown Director Nate Mack stated he has visited more than 40 businesses in town, introduced himself and spoke with them about the Oakland County reopening kits and the mini grant application. He stated at the July 9<sup>th</sup> DDA meeting he and Dereck were asked to go through the applications which were 18 total. He then stated they determined how the funds are going to be disbursed. He stated we raised \$8,955 and approved 18 applicants and each will receive \$560.00 Mr. Mack stated on July 1<sup>st</sup> he met with a prospective business owner that is considering opening a winery downtown and he provided them some information regarding the wine making licenses, loan fact sheets and other information. He stated he has attended multiple webinars, some of which dealt with social districts and dealing with the new reality of Covid-19. Mr. Mack stated he has started the legwork on a redevelopment area and he is gathering information on public and private investment in what a redevelopment area could be and how to go about establishing one. He then stated he contacted the electric company that installed the banner poles and they will be out in the next couple of weeks to replace the two concrete blocks and replace them with sidewalk guides which will supply the posts with more stability. He stated he and Carol met with the taskforce and solidified the design for the shop local dine local banners and feather flags that will be going up. He stated we are working with the township and the chamber on that. He stated he met with Tim Davids from the Farmers Market and went over the general operations of the Farmers Market. He stated he spoke with the owner of Draft Street and he said he is trying to sell the building. Mr. Mack stated we are going to have soil boring done at 390 S Lafayette soon. Councilmember Dilg stated she spoke with some businesses downtown and they are excited to have Mr. Mack at South Lyon. She then

asked if we can get together a list of email and other contact information for the businesses in town. Mr. Mack stated he has been doing that as he goes around town. Councilmember Dilg then asked where the winery was looking to open. Mr. Mack stated they are looking at 138 E Liberty. Councilmember Dilg asked about the interior of the Draft Street building. Mr. Mack stated it could be cleaned up on the inside but it doesn't look bad. Councilmember Kennedy stated thanked him for following up on getting the concrete blocks removed from the downtown by the banner poles. He then asked how many businesses he visited outside of the downtown area. Mr. Mack stated he has visited 12 outside of the downtown so far. Councilmember Kennedy asked if Council will be given a list of the 16 businesses that are getting some of the Patronicity funds. Councilmember Kurtzweil stated many of the downtown called her and mentioned how happy they are Mr. Mack is on board and they like his energy. She asked if he met with Jeff Robinson at Third Monk Brewery. He stated he did meet with him for about an hour. Councilmember Kurtzweil stated that it is important for everyone to be able to meet with him and give him their thoughts or ideas. She asked if he is familiar with downtown Milford and what they have done with their downtown. She stated it is phenomenal what they have done. She further stated they were very busy; they have some platform dining and they have done a great job. Whether it is for South Lyon or not, it is something to think about. Councilmember Richards stated historically the Draft Street building has had a bad effect on the community when it is closed. It is a death warrant on a lot of other businesses. Councilmember Walton thanked Mr. Mack for meeting with the downtown businesses and the Memorial Committee. She stated she has noticed the new flower pots by the Memorial that were added to match the downtown and she thanked Herb Stricker for his donation.

#### FIRE CHIEF REPORT

Chief Vogel stated Chief Weir is healing and will be going back to his full-time job this week, but he won't be able to fight any fires until late to middle August. He stated he has been coming in for an hour or two a day and helping with some administration work which has been helpful. He stated he started full time on July 1<sup>st</sup> and he thanked everyone for their support. He stated they have started their Friday, Saturday and Sunday shifts. He stated all 3 shifts have been taking calls and their response times will be very good at the end of the year. Chief Vogel stated he was happy to hear the Fire Department was able to come in under the budgeted numbers for the 2019 budget. The staff did an excellent job tightening their belts.

#### POLICE CHIEF REPORT

Chief Sovik stated the use of force policy will be finalized by the end of this week. He has been working with Attorney Hamameh on that. He stated we had the speed radar on Hagadorn for a while and the average speed was 25 mph and a high speed of 34 mph. He stated it is currently on Martindale and it will be at various places throughout the city. Chief Sovik stated they recently launched the new NIXEL which is an instant notification system that supports communication within our City and they have had 30 more subscribers since they added the notice to their Facebook page. He stated you can sign up by texting South Lyon to 88877. Chief Sovik then gave a shout out to Chief Vogel and the Fire Department for the great job they do and their working relationship with the PD has never been better. Chief Sovik stated they have been having some phone problems with dropping calls and it is important because when their phone lines go down, the Fire Departments phone lines go down as well. Briann Salyers, the Clerk at the PD stated we have people that call in for emergency and non-emergency issues. She stated recently she was transferring a caller to dispatch and the call dropped so they didn't know where the person was calling from. She further stated it goes down from 15-20 minutes to hours. She stated they are looking at Comcast, Verizon and Tioma systems. Chief Sovik stated we are looking at something that is compliant with our security systems. He stated Verizon is not compliant at this point. He stated we currently have

four arms to our phone system. There is Windstream lines that are serviced by AT&T, we have Avaya hardware but then we have CTBS software and we have no maintenance agreement with CTBS and it is very expensive when they come out for repairs. It appears Comcast is the way we will want to go and there will be some foundational fiber optic lines that will need to be buried underground. They may be a little bit more expensive but in the long term its going to be what we are looking for in reliability. Councilmember Dilg stated she met with Jeff where the Lemon Tree was located and one of his colleagues whose counseling center that took over the Lemon tree has been in there for a while. They mentioned they sent you an email about wanting to do some kind of partnership with the PD with offering some crisis training or things like that. Chief Sovik stated he just received the email and he will contact him. Councilmember Dilg asked how we are going to help the businesses handle the mandatory mask order. Chief Sovik stated he has not had any complaints as of today. He stated from what he understands businesses are supposed to not allow people in if they don't have a mask on and he understands some businesses have been giving masks to people. We will be using our discretion, we aren't going to issue citations or making any arrests. He further stated if there are complaints and they are called to a scene; they will write a report and forward the report to the Prosecutor's office or the attorney general's office for review and allow them to make the decision. Attorney Hamameh stated the Macomb County Sheriff made a statement that they will only take reports and forward them to the Attorney General's office, but if a business is having trouble with a customer refusing to wear a mask or to leave the business, it will be treated as trespassing. Chief Sovik agreed and stated he has spoken with some business owners informing them of that option. Councilmember Kivell stated he is glad to hear that because it takes some of the pressure off the business owner. He then asked if there is a way to capitalize on this with the Cares Act. Chief Sovik stated they are discussing a grant that will reimburse the City if the City chooses to give the first responders hazard pay of a \$1,000 each. Councilmember Kivell stated when we had the power outage last week, the generator at the Fire Department was very loud. He stated he thought the Fire Department was going to use the generator along with the Police Department. Chief Sovik stated when they have a power outage the water department brings up a generator for them to use and it is diesel. He stated in the future they may look into connecting the Police Department to kick on automatically using the Fire Departments generator. Councilmember Kurtzweil stated she has spoken with many of the business owners and they clearly support our Police Department and they couldn't imagine watching their business burn down as some other Police Departments have done in other locations. She thanked the Police Department and Chief Sovik for all they do. Chief Sovik stated his officers stop in at different businesses all the time just to check in as well as stopping in subdivisions. He further stated our community is always very supportive.

#### OLD BUSINESS

##### 1. Change order for DPW complex improvements

Superintendent Varney stated Stante Excavating was awarded the contract for the improvements at the DPW complex. It has been decided to complete the site work over two budget years. Stante has started work on this project and some changes had to be made that were unforeseen due to Oakland County Drain Commission permit not being issued prior to the bid being advertised. The change order also addresses additional planned improvement for the site. The change order includes a revised floor drain connection the sewer, detention pond revised grading, concrete pads, concrete collars and existing berm removal. Councilmember Richards stated the biggest issue is the storm drain and asked if it is going to be downsized and what will it be lined with. Mike Darga of HRC stated it will remain the same size it is now and will be seeded with grass and mulch.

CM 7-5-20 MOTION TO APPROVE CHANGE ORDER REQUEST

Motion by Kennedy, supported by Walton

Motion to approve the change order request for the detention basin and storm sewer improvements project at the DPW complex in the amount of \$80,393.00 from the capital improvement fund 101-451-802-500

ROLL CALL VOTE:

Kivell- yes

Kurtzweil- Yes

Kennedy- Yes

Walton- Yes

Richards- Yes

Dilg- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

1. Charter amendments

Attorney Hamameh stated it is going to be close getting something on the November ballot. The process is drafting the language which is very distinct. After Council approve the language, the Attorney General's office will review it, which they may or may not give the City suggestions on the language. After that is done, it has to be sent to the Governor's Office who will then send it to the Attorney General's Office to give formal approval. After we will either receive a letter of approval or suggestions to change the language. The deadline is 60 days from when the language is approved by Council to the Election. Our issue is that Oakland requires ballot language by August 11 at 4:00 p.m. She then stated the good news is everything that needs to be changed isn't detrimental to the City. She further stated the biggest issue for Council seems to be the language on the Quorum. Currently the language states a quorum of Council is 3 because at the time there were only 5 members of Council. At a later date, the Charter was changed from 5 members of Council to 7. Unfortunately, the language for Quorum wasn't corrected at that time. She stated she isn't very concerned about it, because the Charter also states "a majority of Council" which means 4 members would be a quorum. She stated other concerns of Council that was discussed previously is the conflict of interest and the issue of the Election procedures. Attorney Hamameh stated the other small issues are just bringing the Charter up to State Law. Although State Law trumps the City's Charter. Councilmember Kivell asked if there is a change by the Governor's Office or the Attorney General's office make any changes, will it come before Council again for approval. Attorney Hamameh stated it will. Discussion was held regarding if this should wait until the November 2021 Election. Councilmember Kurtzweil suggested we work on getting the quorum question on this November's ballot. She stated it is tough on the voters when you add too much to the ballot. Councilmember Dilg stated she agrees that we should try to put one of the issues on this November's ballot. Councilmember Richards stated we have an extremely low voter turnout and the public is slow to grasp this. We need to go through an education for them. He further stated there are many other issues he would like to see on the ballot. Councilmember Walton stated she agrees, we should try to get something on this November's ballot.

CM 7-7-20 MOTION TO DIRECT ATTORNEY TO DRAFT BALLOT LANGUAGE

Motion by Kennedy, supported by Richards

Motion to direct the City Attorney to draft ballot language to address charter amendments including the vacancy and conflict of interest for November 2021

## ROLL CALL VOTE:

Dilg- Yes  
 Richards- Yes  
 Walton- Yes  
 Kennedy- Yes  
 Kurtzweil- No  
 Kivell- Yes  
 Pelchat- Yes  
MOTION CARRIED

## ROLL CALL VOTE:

CM 7-6-20 MOTION TO DIRECT ATTORNEY TO DRAFT BALLOT LANGUAGE

Motion by Kennedy, supported by Walton

Motion to direct City Attorney to draft ballot language for charter amendment regarding quorum for November 2020 Election

## ROLL CALL VOTE:

Walton- Yes  
 Richards- Yes  
 Dilg- Yes  
 Kennedy- Yes  
 Kurtzweil- Yes  
 Kivell- Yes  
 Pelchat- Yes  
MOTION CARRIED

## 2. Final FYE 6/30/2020 budget amendments

Finance and Benefit Administrator Tiernan stated this is the final budget amendment for the last fiscal year. She stated there is no changes to the fund balance but only movement between departments. She stated the Police Department was under budget under the salary due to the lack of overtime due to the pandemic. That being said the DPW was over in their wages. She stated she is requesting to move \$67,000 from the Police wage line item to the DPW wage line item. The same will be done with the water repair fund and the sewer repair fund. She is requesting to move \$15,000 from the sewer repair fund to the water repair fund. She stated she is also requesting to move \$12,851.90 from the sewer repair fringe benefits line item to the water repair line item. She stated from the repair maintenance line we will move \$2,580.93 to the water repair maintenance line item. Councilmember Kurtzweil thanked her for the detailed information. She stated when the amendments come through, she always asks why is it being amended. She stated it seems if you look at the amendments each year, it could help you when budgeting. She asked if there were things that came up that needed repair that we weren't aware of, were we off on the wages, and could these things have been anticipated. Finance and Benefit Administrator Tiernan stated anytime we are working on our budget, we always go back and look to see if we overestimated or underestimated in any line items and the budget amendments are helpful. She stated she doesn't think we could have budgeted for the things that occurred in the water and sewer repair line items. Those were things that occurred that required more man hours, and one of the things about the repair line item, we do our best to guess when we are going through the budget process but things are always going to come up like water and sewer repairs. It's tough to have the estimations done in March for things that may happen a year later. The over estimation for the Police Department wage budget was because we assumed there would be more overtime hours, but because of the pandemic, many events have been cancelled which

would have had our Officers working overtime. Councilmember Kivell thanked her for the detailed information.

#### CM 7-7-20 MOTION TO APPROVE BUDGET AMENDMENTS

Motion by Kivell, supported by Kennedy

Motion to approve budget amendments for FY 2019

ROLL CALL VOTE:

Kurtzweil- Yes

Kennedy- Yes

Dilg- Yes

Walton- Yes

Kivell- Yes

Richards- Yes

Pelchat- Yes

BUDGET- No discussion was held.

#### MANAGER'S REPORT

City Manager Zelenak stated Brian from Plante Moran will be attending the next Council meeting to discuss the new water and sewer rate study to discuss rate changes. He stated at a future council meeting he will bring to Council some budgeted public safety purchases. He stated he will also have an agenda item in the near future to discuss a road improvement plan and the cost for improvements. City Manager Zelenak stated there is an individual working on their Eagle Scout Project and he is constructing maps and signs for the Cemetery. He stated if anyone is interested in donating, he is holding a can/bottle drive to raise funds. The information will be on our website. He stated the Planning Commission has been reviewing changes to the zoning ordinance and he will give Council a draft copy for review before moving forward with a joint Council and Planning meeting. City Manager Zelenak stated within the next couple of weeks they will begin work on the improvements near the water plant which includes a new 600,000-gallon water storage tank, repair to the existing water tank and installing underground piping near the plant. They will be working and storing material on the grassy area across from the plant. They will also be removing some brush and trees where the new tank will be built. City Manager Zelenak stated he has discussed social districts with our DDA Director and he has gotten many calls. He stated one of the key factors for establishing a social district is to have two adjoining businesses. Our businesses that have a liquor license are spread out throughout the City. We have been working with our businesses and allowing them to expand their outdoor seating.

PUBLIC COMMENT- None

#### COUNCIL COMMENTS

Councilmember Walton stated she has had some calls regarding concerns about the schools allowing training sessions and she is aware of a letter that was recently sent out that a student tested positive for Covid which they then stopped the training sessions, but after testing the other students and they tested negative, they started the training sessions again. It may be a school board issue, but she wanted to bring it up.

Councilmember Dilg stated Quicksilver and KV Sports are combining their efforts and she thinks that is a great thing and she congratulated them. She stated she met with the new owners of the tattoo shop in town, and it looks like a great place and she welcomed them to town. She stated the Historical Village looks beautiful and if anyone would like to volunteer with planting flower to reach out to them. She then



stated she wants to support the Pumpkinfest Committee because she understands it was a very tough decision to cancel the event. She thinks they made the right decision.

Councilmember Kurtzweil stated the motion that Mr. Kivell made earlier is supported by rule 35 in Roberts rules of Order. It is a motion to amend something that was previously approved which would have been the formal motion. It does require a 2/3 vote and minutes can be amended even after they have been approved years before. Councilmember Kurtzweil stated she thinks Pumpkinfest made the right decision, the virus isn't going away and it is better to be cautious. She thinks people are upset because that is normally a weekend where everyone can get together and enjoy a nice weekend. She further stated the committee has always done a great job and hopefully Pumpkinfest will return next year in 2021. Councilmember Kurtzweil stated it appears the virus isn't going to go away anytime soon, but we still have to move forward with our lives. We have to behave reasonable and be cautious when businesses ask you to wear a mask, please do so and please social distance. She then stated when Council meets in public again, she is fine with wearing a mask. Everyone needs to stay healthy and be vigilant and continue washing your hands.

Councilmember Richards stated they did a great job on Dixboro between 8 and 9 Mile. He stated 825 W Lake St is moving along. He hopes the project goes well. He then stated he knows the history of Mr. Langan's developments and a lot of them end up spinning out of control and he hopes that doesn't here. He stated he hopes the Secretary of States office opens again soon and we can all do regular business when we have to. He then stated his latest project is something he brought up in the past and he has made contact with the tube mill and he is hoping to have several meetings with them during shut down.

Councilmember Kennedy reminded everyone that if you haven't completed your 2020 Census Questionnaire, please do so today. So far only 81.6% of city residents have completed their questionnaire and we still have a long way to go to ensure everyone is counted. Please go to [my2020census.gov](https://my2020census.gov) and do your part to help our community by being counted. He then stated Stuart Brown of Troop 228 is working on an Eagle Scout project building a display case for the South Lyon Cemetery to help guide folks when visiting the cemetery. If you have bottles and cans to give him to help purchase materials, just send him an email at [stuart7brown@gmail.com](mailto:stuart7brown@gmail.com) and he'll make arrangements to get them from you. Councilmember Kennedy stated he wants to extend his support to Deb and Doug Cook with their decision to cancel the Lake Street Cruise-in and the Motorfest. Like Pumpkinfest, it was not an easy decision to make and it will be missed, but given the current environment and circumstances, it was the right decision.

Councilmember Kivell stated a lot of people put a lot of work into Pumpkinfest and the car shows and it's unfortunate that those decisions had to be made. He stated he has been going to the Farmers Market and the attendance has been good. Its kind of a revolving group of vendors there. He stated its nice we are able to still have the Farmers Market and people have been behaving and most people are wearing masks and he implores people to continue to support that industry. He then stated if anyone has been paying attention to the old RCA building, they have taken the roof off and he assumes they are now ready to begin putting things back together. He stated that is very exciting project and he hopes they don't run into any unexpected problems.

Mayor Pelchat stated we need to try to be kind to each other. You never know how people are handling this, people are frustrated and any extra kindness you can show, he wants to encourage that. He stated even though we had some big events cancelled, it is probably for the best considering all the work that is

done and it is better to have cancelled now rather than at the last minute. He then thanked the City staff for continuing to operate during this time.

CLOSED SESSION

Mayor Pelchat stated Council will be entering into closed session pursuant to Section 8© of the Open Meetings Act, MCL 15.268© to discuss strategy and negotiations for a collective bargaining agreement between the City of South Lyon and AFSCME Council Local 2720, and POLC AND POAM at 9:07 p.m.

ROLL CALL VOTE:

Walton- Yes

Dilg- Yes

Kurtzweil- Yes

Richards- Yes

Kennedy- Yes

Kivell- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

ADJOURNMENT

Mayor Pelchat stated City Council is reconvening the regular meeting at 9:30 p.m.

CM 7-8-20 MOTION TO ADJOURN

Motion by Kurtzweil, supported by Walton

Motion to adjourn meeting at 9:30 p.m.

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

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

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

# AGENDA NOTE

Old Business: Item # 1

**MEETING DATE:** July 27, 2020

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

**AGENDA TOPIC:** Amendment to Resolution Approving Commercial Rehabilitation Exemption Certificate Application for 1855 Holdings, LLC at 135 E. Lake

**EXPLANATION OF TOPIC:** At the May 26, 2020 City Council Meeting, City Council approved Resolution 02-20, approving a commercial rehabilitation exemption certificate application for 1855 Holdings, LLC at 135 E. Lake. Resolution 02-20 was submitted to the State Tax Commission, as required by PA 210 of 2005. The City Clerk was thereafter notified by the State Tax Commission that Resolution 02-20 was deficient in that it did not include a provision required by the State Tax Commission, although not required by PA 210 of 2005.

Attached is a resolution which would amend Resolution 02-20 to include the provision required by the State Tax Commission.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Amendment to Resolution Approving Commercial Rehabilitation Exemption Certificate Application for 1855 Holdings, LLC at 135 E. Lake.

**POSSIBLE COURSES OF ACTION:** approve/deny/postpone/table Resolution.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the Amendment to Resolution Approving Commercial Rehabilitation Exemption Certificate Application for 1855 Holdings, LLC at 135 E. Lake.

**RESOLUTION \_\_\_\_\_**  
**CITY OF SOUTH LYON**  
**OAKLAND COUNTY, MI**

**AMENDMENT TO RESOLUTION APPROVING COMMERCIAL  
REHABILITATION EXEMPTION CERTIFICATE APPLICATION FOR 1855  
HOLDINGS, LLC AT 135 E LAKE**

At a regular City Council Meeting of the City of South Lyon held remotely, in accordance with Executive Order No. 2020-154 on Monday, July 27, 2020 at 7:30 p.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_, and supported by \_\_\_\_\_.

**Amendment to Resolution 02-2020 Approving Commercial Rehabilitation Exemption  
Certificate Application for 1855 Holdings, LLC at 135 E Lake**

WHEREAS, the City of South Lyon legally established the Commercial Rehabilitation District on March 9, 2020, after a public hearing held on March 9, 2020; and

WHEREAS, a public hearing was held on the exemption certificate application as provided by section 4(2) of Public Act 210 of 2005 on May 26, 2020; and

WHEREAS, the City of South Lyon considered the qualifications for granting the applicant an exemption certificate and, on May 26, 2020 City Council adopted Resolution 02-20 granting a Commercial Rehabilitation Exemption for the real property, excluding land, located in Commercial Rehabilitation District 1855 Holding, LLC, at 135 E. Lake for a period of three (3) years, beginning December 31, 2020, and ending December 30, 2023, pursuant to the provisions of PA 210 of 2005, as amended. The approval authorized City Council to consider a 1-year extension of the exemption if the criteria described in Resolution 02-20 is satisfied; and

WHEREAS, the State Tax Commission subsequently notified the City of South Lyon that the following provision(s) is required to be included in the approving resolution:

\*WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property previously exempt and currently in force under Public Act 210 of 2005 (exceeds/does not exceed) 5% of the total taxable value of the (governmental unit); and

\*\*WHEREAS, exceeding 5% will not have the effect of substantially impeding the operation of the (governmental unit) or of impairing the financial soundness of an affected taxing unit; and

With a notation that:

\*This statement is required on every resolution. However, the \*\* statement is not required unless your answer to the \* statement is yes it does exceed 5%. If the answer to \* is no you may remove the \*\* statement from the resolution altogether.

WHEREAS, the above-described provision was not included in Resolution 02-20, and therefore an amendment to Resolution 02-20 is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South Lyon that Resolution 02-20 is hereby amended to provide that the taxable value of the property proposed to be exempt plus the aggregate taxable value of property previously exempt and currently in force under Public Act 210 of 2005 does not exceed 5% of the total taxable value of the City of South Lyon.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the South Lyon City Council, of the City of South Lyon, County of Oakland, Michigan at a regular meeting held on July 27, 2020.

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Clerk

# AGENDA NOTE

Old Business: Item # 2

**MEETING DATE:** July 27, 2020

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

**AGENDA TOPIC:** Resolution Approving Proposed Charter Amendment Ballot Proposition.

**EXPLANATION OF TOPIC:** At the July 13, 2020 City Council Meeting, City Council authorized my office to work with the City Manager and the City Clerk to prepare a number of clarifying Charter Amendments to be placed on the appropriate election ballot. Understanding the steps in the process and the time constraints involved, City Council indicated a preference that the ballot question related to clarifying the quorum requirement be submitted to the voters at the November 3, 2020 Election, and the remaining ballot questions be submitted to the voters at the November 2021 Election.

Attached is a Resolution Approving Proposed Charter Amendment Ballot Proposition. While we have been in communication with the Assistant Attorney General George Elworth regarding his informal review of the Resolution (the next step in the process), as of today's date (July 23), we have not received a formal response. Mr. Elworth advises that that we should receive a formal response prior to the City Council Meeting on July 27, 2020.

After adoption of the Resolution, as may be modified by City Council, we will submit the Resolution to the Governor for approval. As you may recall, the County requires all ballot language be submitted to their office no later than August 11. Therefore, we anticipate including this item on the August 10, 2020 Agenda to discuss the next step if we have not received a response from the Governor.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Resolution Approving Proposed Charter Amendment Ballot Proposition.

**POSSIBLE COURSES OF ACTION:** approve/deny/postpone/table Resolution.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the Resolution Approving Proposed Charter Amendment Ballot Proposition.

**RESOLUTION \_\_\_\_-\_\_\_\_**  
**CITY OF SOUTH LYON**  
**OAKLAND COUNTY, MI**

**RESOLUTION APPROVING PROPOSED CHARTER AMENDMENT BALLOT PROPOSITION**

At a regular City Council Meeting of the City of South Lyon held via Zoom, in accordance with Governor Whitmer's Executive Order No. 129, on Monday July 27, 2020 at 7:30 p.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_, and supported by \_\_\_\_\_.

**WHEREAS**, pursuant to Public Act No. 279, of the Public Acts of Michigan, of 1909, as amended, The Home Rule Cities Act, an amendment to the City Charter may be proposed by the legislative body of the City on three fifths (3/5) vote of the seated members; and

**WHEREAS**, the City Council of the City of South Lyon determines that it would be in the best interest of the city and would promote good and efficient government to amend one section of the City Charter; and

**NOW THEREFORE, IT IS HEREBY RESOLVED**, by the City of South Lyon City Council that the following amendment to the City Charter be placed on the ballot for the regular City election to be held on Tuesday, November 3, 2020:

- A. **Purpose of the Amendment.** This purpose of this amendment is to amend Section 4.5 of the South Lyon City Charter to change the number of city council members required to constitute a quorum from three to a majority of the seven-member city council, making this section consistent with the existing Section 13.4 of the City Charter which provides that a majority of the number of members of the city council shall constitute a quorum. This conflict between Section 4.5 and Section 13.4 resulted when the City Charter was amended in 2004 to change the number of members of the city council from five members to seven members and Section 4.5 was not amended to coincide with that change.
- B. **Wording of Proposed Amendment.** Section 4.5 of the City Charter to be amended to read as follows: A majority of the number of members of the Council as established by this Charter shall constitute a quorum for the transaction of business at all meetings of the Council, but in the absence of a quorum, any number of members less than a quorum may adjourn any regular or special meeting to a later date.
- C. **Statement of Current Wording of Section to be Amended.** Existing Section 4.5 of the City Charter currently reads as follows: Three members of the Council shall be a quorum for the transaction of business at all meetings of the Council, but in the absence of a quorum, any number of members less than a quorum may adjourn any regular or special meeting to a later date.

- D. **Redline of Current Wording.** Existing Section 4.5 of the City Charter showing the proposed amendment in redline, as follows: ~~Three members~~ A majority of the number of members of the Council as established by this Charter shall be constitute a quorum for the transaction of business at all meetings of the Council, but in the absence of a quorum, any number of members less than a quorum may adjourn any regular or special meeting to a later date.
- E. **Form in Which the Amendment Shall Appear on the Ballot.** The proposed amendment shall be submitted to the electors in the following form:

CHARTER AMENDMENT PROPOSAL

Shall Section 4.5 of the South Lyon City Charter be amended to change the number of city council members required to constitute a quorum from three to a majority of the seven-member city council, making this section consistent with the existing Section 13.4 of the City Charter which provides that a majority of the number of members of the city council shall constitute a quorum?

Yes [ ] No [ ]

BE IT FUTHER RESOLVED, that the proposed City Charter amendment shall be submitted to the qualified electors of this City at the regular City election to be held in the City of South Lyon on Tuesday, November 3, 2020, and the City Clerk is hereby directed to give notice of the election and notice of registration therefore in the manner prescribed by law and to do all things and to provide all supplies necessary to submit such Charter amendment to the vote of the electors as required by law.

BE IT FUTHER RESOLVED, that the proposed amendment shall be published in full together with the existing Section 4.5 of the City Charter altered or abrogated thereby as required by law.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the South Lyon City Council, of the City of South Lyon, County of Oakland, Michigan at a regular meeting held on July 27, 2020.

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Clerk



# **AGENDA NOTE**

**New Business # /**

**MEETING DATE:** July 27, 2020

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

**AGENDA TOPIC:** Plante Moran Professional Service Agreement – Audit Engagement

**EXPLANATION OF TOPIC:** The City of South Lyon has used Plante Moran for the last several years to provide us with an audit of our financial statements. The attached Professional Services Agreement and Engagement Letter will provide an audit of the City's financial statement as of and for the year ended June 30, 2020. The fees will range from \$58,000 to \$63,000 with is consistent with the prior year fee range and takes into consideration the potential economic uncertainty for the City due to the recent pandemic. This fee will be billed accordingly to several City funds audit line item (807) based upon distribution of work.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Professional Service Agreement – Audit Engagement Letter, Letter from City Attorney addressing review of the agreement.

**POSSIBLE COURSES OF ACTION:** Approve or not approve the Professional Services Agreement – Audit Engagement Letter with Plante Moran for an amount not to exceed \$63,000.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve Professional Services Agreement - Audit Engagement Letter with Plante Moran for an amount not to exceed \$63,000.

LISA J. HAMAMEH  
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Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

July 20, 2020

Patricia Tiernan  
City of South Lyon  
335 S. Warren  
South Lyon, MI 48178

RE: Plante Moran Audit Engagement Letter and Professional Services Agreement

Dear Ms. Tiernan:

You requested that our office review Plante Moran's proposed Audit Services Engagement Letter and Professional Services Agreement for the upcoming year.

Plante Moran has served as the City's auditor for a number of years. The Agreement makes clear that the City remains responsible for its own personnel and internal financial operations and policies.

In light of Covid-19, Plante Moran plans to perform the services remotely. The proposed Agreement requires the City to provide all necessary documentation electronically. In the event Plante Moran must conduct in-person examination, the City is required to comply with all applicable CDC and OSHA guidance and to provide Plante Moran the City's policies relating to workplace safety and the prevention of the transmission of disease (see Paragraph 19). You should also be aware that the fee structure in the proposed Agreement excludes any additional services that may be required as a result of issues related to Covid-19.

The proposed Agreement does not contain any indemnification or limitations on remedies, but does contain a release and hold harmless for claims and causes of actions by the City against Plante Moran related to exposure of Covid-19 or other infectious disease caused by Plante Moran's in-person interactions with City personnel (see Paragraph 20).

There is no legal impediment to Council approving the Agreement.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

Lisa J. Hamameh



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

June 24, 2020

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

Dear City Manager Zelenak:

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

### **Scope of Services**

We will audit the City's financial statements as of and for the year ended June 30, 2020.

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. If you determine that you need additional services, including accounting, consulting, or tax assistance, PM can be available to provide such additional services if and to the extent provided for in a separate, signed engagement agreement.

### **Timing of Services**

Due to the current and anticipated impact of the Coronavirus pandemic, we expect to perform most if not all of our audit procedures remotely this year. This work is expected to begin approximately around August 3, 2020. Completion of our procedures and issuance of our report will be dependent upon our ability to obtain sufficient appropriate information and access your staff during these remote procedures. If there are procedures that will require us to be on-site, we will work with you to schedule that work based on and subject to applicable legal requirements and/or guidance regarding worksite safety conditions.

### **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 expends at our current governmental discounted hourly rates. We estimate that our fee for this engagement will range from \$58,000 to \$63,000, which is consistent with the prior year fee range and takes into consideration the potential economic uncertainty for the City due to the recent pandemic.

Our fee does not include additional services that may be required as a result of issues related to the Coronavirus pandemic, including accounting and disclosure matters, or those caused by

Mr. Paul Zelenak, City Manager  
City of South Lyon

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June 19, 2020

delays in engagement timing or procedures. In the event any of these issues arise, we will certainly discuss any anticipated impact on our fee estimates with you.

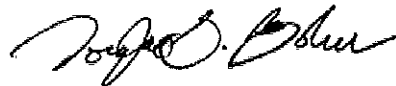
Invoices for audit services and any applicable out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement 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**



Douglas G. Bohrer

**Agreed and Accepted**

**We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between 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

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

This Professional Services Agreement is part of the engagement letter for audit services dated June 24, 2020 between Plante & Moran, PLLC (referred to herein as "PM") and City of South Lyon (referred to herein as "the City").

1. **Financial Statements** – The financial statements of the City 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** – the City 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 the City personnel responsible for the City's underlying accounting and financial records.

the City 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, the City 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. the City will allow PM unrestricted access to personnel within the City from whom PM determines it necessary to obtain audit evidence.

the City represents and warrants that any and all information that it transmits to PM will be done so in full compliance with all applicable federal, state, 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"). the City shall not disclose personal data of data subjects who are entitled to certain rights and protections afforded by applicable federal, state, and foreign privacy and data protection laws ("Personal Data") to PM without prior notification to PM. the City 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. the City has designated Ms. Patricia Tiernan, Finance and Benefit Administrator and City Manager Paul 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 the City 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 the City 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.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the City 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 the City'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 the City 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.

**Professional Services Agreement – Audit Services**

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 the City of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – the City 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 the City'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 the City'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 City 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, the City 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 the City, 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 Mayor and members of the City Council, and the City acknowledges and agrees that communication in this manner is sufficient for the City's purposes.

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. the City permits such communication. PM will discuss matters being communicated with those responsible for governance of the City.

8. **Accounting and Financial Records** – the City 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 the City financial records and related information available to PM for purposes of PM's audit. 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 the City 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 the City'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.

In any circumstance where PM's work is rescheduled due to the City'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.

9. **Audit Adjustments** – PM will recommend adjustments to the City's accounting records that PM believes are appropriate. the City management is responsible for adjusting the City accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments

**Professional Services Agreement – Audit Services**

identified during PM's audit are immaterial, both individually and in the aggregate, to the City financial statements specified in this agreement.

- 10. Management Representations** – the City 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 the City 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, the City 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 ("City of South Lyon 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, the City 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 the City financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by City of South Lyon 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 City of South Lyon Personnel was false.

- 11. 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. the City 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. the City 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 the City intends to make reference to PM in a publication of any type, the City 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. the City 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 the City's Internet website, the City 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.

- 12. 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 the City 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, the City 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.

If the City 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, the City 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 the City 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.

**Professional Services Agreement – Audit Services**

**13. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If the City requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.

**14. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of the City, 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 the City. 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 the City.

In the interest of facilitating PM's services to the City, 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, the City 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 the City 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 the City in a timely manner of such request and to cooperate with the City should it attempt, at the City'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 the City 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 the City and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of the City'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. the City 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 the City'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. the City 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.

**15. Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist 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 any information for any purpose unrelated to assisting with PM's services for the City. In order to enable these third party service providers to assist PM in this capacity, the City, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of the City'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. the City's consent shall be continuing until the services provided for this engagement agreement are completed.



**Professional Services Agreement – Audit Services**

**16. Fee Quotes** – In any circumstance where PM has provided an estimated fee range, ("Fee Quotes"), these Fee Quotes are based on information provided by the City 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. the City acknowledges that the following circumstances may result in an increase in fees:

- Failure by the City to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure by the City to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances, including those created by the Coronavirus pandemic and resulting market conditions;
- Delays by the City causing scheduling changes or disruption of fieldwork, including challenges created by the Coronavirus pandemic resulting from the inaccessibility of the City personnel or records;
- 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 advise the City in the event these circumstances occur, however it is acknowledged that the exact impact on the fees invoiced 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.

**17. Payment Terms** – PM's invoices for professional services are due upon receipt. 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 audit work or issuance of PM's audit report upon resumption of PM's work. the City agrees that in the event PM stops work or terminates this Agreement as a result of the City'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.

**18. Fee Adjustments** – Any fee adjustments for reasons described elsewhere 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. the City acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.

**19. Conditions of PM Visit to Client Facilities** – the City agrees that PM's services will be provided remotely to the maximum extent possible. In order to facilitate the provision of services remotely, the City 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 the City's facility(ies) are determined by PM in its sole discretion to be necessary for the performance of the engaged services, the City agrees, as a pre-condition to any such in-person visit, to provide to PM for PM's evaluation the City's policies and procedures that the City has implemented and will adhere to relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, the City affirms that it is in compliance with applicable Center for Disease Control 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 the City's facility(ies). the City further affirms that it is in compliance and shall continue to comply with all other applicable laws, regulations, or executive orders relating to COVID-19 or the prevention of the spread thereof (collectively, "COVID-19 Laws") and agrees that it shall continue to comply with COVID-19 Laws throughout any in-person visits by PM to the City's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to the City's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary at its sole discretion. the City agrees and acknowledges that any determination by PM to visit the City's facility(ies) is not and shall not be construed to be or relied on by the City as a determination by PM of the City's compliance with Applicable Preventative Guidance or any COVID-19 Laws.

**20. Release and Hold Harmless for Biological Agent Liability** – the City acknowledges that there is an inherent risk of exposure to COVID-19 or other infectious diseases associated with any in-person interaction or in-person

**Professional Services Agreement – Audit Services**

visit to property. Accordingly, the City, 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 has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of COVID-19 or other infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any the City facility(ies) or other in-person interaction with the City personnel (collectively hereafter "Biological Agent Liability"). Moreover, the City shall indemnify, defend and hold harmless the PM Persons from and against all claims, liabilities, losses and expenses suffered or incurred by any of them associated with any claim of Biological Agent Liability related to, arising out of or in connection with any visit by any PM Persons to a the City facility(ies) or other in-person interaction with the City personnel.

- 21. 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.
- 22. 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 the City 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, the City 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.
- 23. 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 the City 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 the City acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
- 24. Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. the City will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
- 25. Entire Agreement** – This engagement 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 letter 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 letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
- 26. Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 27. Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (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.
- 28. Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
- 29. 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**

## Certificate Of Completion

Envelope Id: 66ABFF8D90FC4DCDA2C4FC0EF0C45ED0

Status: Delivered

Subject: Sent on behalf of Douglas Bohrer: Please DocuSign: City of South Lyon 2020 EL.pdf

Source Envelope:

Document Pages: 8

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Robin Schorn

AutoNav: Enabled

27400 Northwestern Hwy # 300

Enveloped Stamping: Enabled

Southfield, MI 48034-4798

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

robin.schorn@plantemoran.com

IP Address: 76.230.137.229

## Record Tracking

Status: Original

Holder: Robin Schorn

Location: DocuSign

6/24/2020 10:44:28 AM

robin.schorn@plantemoran.com

## Signer Events

Paul Zelenak

pzelenak@southlyonmi.org

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 7/8/2020 5:46:56 AM

ID: 00c60ec3-4336-4764-8b96-74434b47b2a1

## Signature

## Timestamp

Sent: 6/24/2020 10:47:31 AM

Viewed: 7/8/2020 5:46:56 AM

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Spencer Tawa

spencer.tawa@plantemoran.com

Plante & Moran, PLLC

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

**COPIED**

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## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

6/24/2020 10:47:31 AM

Certified Delivered

Security Checked

7/8/2020 5:46:56 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Plante & Moran, PLLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Plante & Moran, PLLC:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to:

**To advise Plante & Moran, PLLC of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Plante & Moran, PLLC**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Plante & Moran, PLLC**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Plante & Moran, PLLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Plante & Moran, PLLC during the course of my relationship with you.

# AGENDA NOTE

New Business: Item # 2

**MEETING DATE:** July 27, 2020

**PERSON PLACING ITEM ON AGENDA:** Fire Chief Robert Vogel

**AGENDA TOPIC:** Rescue truck body replacement

**EXPLANATION OF TOPIC:** The replacement of the Rescue 1 body was budgeted in the FY21 budget 100-335-978. The demand on the South Lyon Fire Department dramatically increases the need for more storage on Rescue 1. The body replacement will increase the compartment storage space on Rescue 1 by 200%.

CSI \$68,945.00

Rosenbauer \$90,511.20

Pierce \$101,017.00

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Proposed Rescue drawing from CSI, specifications sheets from CSI, and received cost proposals from three vendors.

**POSSIBLE COURSES OF ACTION:** Approve/do not approve of the \$68,945.00 to CSI for body replacement on Rescue 1.

**SUGGESTED MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the installation of a poly body on our supplied Ford F-350 chassis for a cost of \$68,945.00 to CSI from account 100-335-978.





# **South Lyon Fire Department**



**Poly Walkaround Rescue  
Bid Specifications**

**7-2-20**

**REV.1**

<div style="text-align: center;"> <b>South Lyon Fire Department</b>  <b>Poly Walkaround Rescue</b>  <b>Bid Specifications</b> </div>	Bidder Complies	
	Yes	No
<p><b><u>INTENT OF SPECIFICATION</u></b></p> <p>The following specifications describe requirements for design, engineering, construction, and delivery, to the purchaser, a quality fire apparatus manufactured to withstand the severe and continuous use encountered during emergency service.</p> <p>Each bidder shall furnish satisfactory evidence of its ability to construct the apparatus specified and shall state the location of the factory where the apparatus shall be built. Bids will only be considered from companies that have established a reputation in the field of emergency vehicle manufacturing.</p> <p>Each bid must be accompanied by a set of detailed contractors specifications providing a detailed description of the apparatus and equipment proposed. Specifications shall include size, location, type, and model of major component parts being furnished. Detailed information shall be provided on the materials and methods used to construct the apparatus being proposed. Any bidder who fails to submit detailed construction specifications shall be considered non-responsive and shall render their proposal ineligible for award.</p> <p>The successful bidder shall be solely responsible for the design, construction and material used in the construction of the vehicle.</p> <p>Each bidder shall supply with their bid a detailed drawing consisting of driver side, passenger side and rear views of the apparatus. This drawing shall be representative of the apparatus that is being bid. The drawing must include, but not be limited to all principle dimensions (height, length, and width). Pictures or brochures are also encouraged that represent the quality and methods of construction being proposed.</p> <p><b><u>EXCEPTIONS OR CLARIFICATIONS</u></b></p> <p>Each bidder response shall include a returned copy of this RFQ "Request for Quotation" with the YES / NO column checked for compliance to specification. All exceptions no matter how minor must be marked in the NO column.</p> <p>The exception or clarification shall be noted on a separate page titled "Exceptions" giving reference to the page number and location in this document where the exception or clarification is taken. The area of this document that is impacted by the exception or clarification shall be marked or highlighted. All exceptions or clarifications shall be defined with details as to the proposed alternative referencing manufacturer and model where appropriate. A full word for word written comparison must be included within the bid for any exceptions listed.</p> <p>Each exception will be considered by the degree of impact and total effect on the bid. Bids with no exceptions may be given preference over those with exceptions. The purchaser will make the determination which (if any) exceptions are acceptable.</p>		

<div style="text-align: center;"> <b>South Lyon Fire Department</b>  <b>Poly Walkaround Rescue</b>  <b>Bid Specifications</b> </div>	Bidder Complies	
	Yes	No
<p>Failure to follow this method will add a considerable time to the bid review process and may be cause for rejection of bid.</p> <p>The purchaser will not consider proposals or demonstrators taking total exception to the bid specifications.</p> <p><b><u>BIDDER REQUIREMENTS</u></b></p> <p>The manufacturer of the apparatus must be fully owned and managed by a Parent Company, Corporation, Partnership, LLC, or that is a company 100% held in the United States of America.</p> <p>Proposals from any manufacturer that is fully or partially owned and/or operated by a Foreign Company, Corporation or Partnership, or any similar type of agreement will be rejected immediately, and their bid disqualified.</p> <p>Bidder shall compute pricing less any local, state, or federal taxes with the understanding that applicable taxes will be added to the proposed bid, unless the purchaser furnishes appropriate tax forms.</p> <p>Bidder is responsible to see that their bid is submitted on time. <b>Late bid proposals will not be accepted.</b></p> <p>Bidder shall address and identify their bid proposal as specified in the cover letter.</p> <p><b><u>DESIGN AND WORKMANSHIP</u></b></p> <p>The apparatus shall be designed with due consideration to the nature and distribution of the load to be sustained and to the general service to which the apparatus is to be subjected when placed in service.</p> <p>The apparatus chassis, body, equipment, and electronics to be delivered under this contract shall meet or exceed the requirements of these specifications along with the <b>2016 National Fire Protection Association's (NFPA) 1901 guidelines for Automotive Fire Apparatus</b>, Department of Transportation (DOT) standards, Federal Motor Vehicle Safety Standards (FMVSS), and all state and local standards in the state the apparatus is to be delivered and placed in service.</p> <p>The apparatus shall be designed with great consideration given to overall vehicle weight and weight distribution. A weight distribution calculation shall be included with your bid. The calculation shall include the chassis weight with all fluids and fuels topped off, estimated body weight, a 250-lb. allowance per seat belt for personnel and a 1,500-lb. distributed load allowance for equipment. Any bidder who fails to submit weight calculations shall be considered non-responsive and shall render their proposal ineligible for award.</p>		

<div style="text-align: center;"> <b>South Lyon Fire Department</b>  <b>Poly Walkaround Rescue</b>  <b>Bid Specifications</b> </div>	Bidder Complies	
	Yes	No
<p>The apparatus shall be designed and constructed so component parts can be removed for service and repair with standard tools. Any special tools needed to service any component of the apparatus built or supplied by the component manufacturer shall be supplied with the apparatus. During the design and construction, the apparatus manufacturer shall take into consideration the ease of access to the various areas requiring lubrication, inspection, service or adjustment.</p> <p>The design, material and workmanship must be of the highest quality in its respective field. Quality control inspections shall be performed at each step of the manufacturing process.</p> <p><b><u>EVALUATION OF BIDS</u></b></p> <p>Bids received will be evaluated by the purchaser. They will be evaluated to the following criteria:</p> <ul style="list-style-type: none"> <li>• Completeness of the proposal, i.e. the degree to which it responds to all requirements of these specifications.</li> <li>• Manufacturer demonstrated qualifications and capabilities.</li> <li>• Design and engineering of major structural components, including ease of maintenance.</li> <li>• Qualifications and capabilities of the manufacturer to produce the specified apparatus.</li> </ul> <p>The competency and responsibility of bidders will be considered in making an award. The purchaser may reserve the right to reject any or all bids when such rejection is in the best interest of the purchaser and to reject any bid from a bidder, who in the judgment of the purchaser, is not in a position to perform the contract. The purchaser does not obligate itself to accept the lowest or any bid.</p> <p><b><u>APPARATUS PERFORMANCE TESTS AND REQUIREMENTS</u></b></p> <p>A road test shall be conducted with the apparatus fully loaded and a continuous run of thirty (30) miles or more shall be made under all driving conditions, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts, and rear axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. The apparatus shall meet these requirements at elevations of 2,000 ft (600 M) above sea level, while stationary on a 6% grade in any direction, with ambient temperature conditions between 32° F (0°C) and 110°F (43°C).</p>		

<b>South Lyon Fire Department</b> <b>Poly Walkaround Rescue</b> <b>Bid Specifications</b>	Bidder Complies	
	Yes	No
<p>The apparatus, when fully equipped and loaded shall be capable of the following performance while on dry, paved roads that are in good condition:</p> <ol style="list-style-type: none"> <li>1) From a standing start, the apparatus shall be able to attain a speed of 35 mph (55 km/h) within 25 seconds on a level paved road without exceeding the maximum governed rpm of the engine.</li> <li>2) The service brakes shall be capable of stopping a fully loaded vehicle in 35 feet at 20 mph on a level paved highway. The air brake system shall conform to Federal Motor Vehicle Safety Standards (FMVSS) 121.</li> <li>3) The apparatus shall be able to attain a minimum top speed of 50 mph (80 km/h) on a level road.</li> <li>4) The apparatus, fully loaded, shall be capable of obtaining a speed of 50 mph on a level paved highway with the engine not exceeding its governed rpm (full load).</li> </ol> <p>The maximum top speed of the apparatus shall not exceed the tire manufacturer's maximum speed rating for the tires installed on the apparatus.</p> <p><b><u>FAILURE TO MEET TEST</u></b></p> <p>In the event the apparatus fails to meet the test requirements of these specifications on the first trial, second trials may be made at the option of the bidder within 30 days of the date of the first trial. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection. Failure to comply with changes to conform to any clause of the specifications, within 30 days after notice is given to the bidder of such changes, shall also be cause for rejection of the apparatus.</p> <p><b><u>WARRANTY</u></b></p> <p><b>Materials &amp; Workmanship:</b></p> <p>The successful bidder shall warrant the fire apparatus manufactured by it to the original purchaser against defects in material and workmanship for a period of one (1) year from the date of delivery to the original purchaser provided the apparatus is used in a normal and reasonable manner. No warranty shall be provided on any customer supplied components.</p> <p><b>Poly Body:</b></p> <p>The successful bidder shall provide a polypropylene body designed for a walk-around rescue apparatus. The poly body warranty shall be a limited warranty provided directly by the poly body manufacturer. This warranty shall be provided to the original purchaser of the apparatus and shall be subsequent to the apparatus being used in a normal and reasonable manner.</p>		

<b>South Lyon Fire Department</b> <b>Poly Walkaround Rescue</b> <b>Bid Specifications</b>	Bidder Complies	
	Yes	No
<p><b>Structural-Subframe:</b>  The successful bidder shall warrant the fire apparatus manufactured by it to the original purchaser a (15) year apparatus structural sub-frame warranty. The warranty shall cover weld and/or metal cracking, breaking or failure for a warranty period of (15) years or 100,000 miles, whichever occurs first after the date of which the vehicle is delivered to the original purchaser provided the apparatus is used in a normal and reasonable manner.</p> <p><b>Paint:</b>  The successful bidder shall warrant the fire apparatus manufactured by it to the original purchaser a (7) year paint/corrosion warranty. This warranty shall cover, blistering, peeling, or any other adhesion defects caused by manufacturing methods, or material selection, for a warranty period of (7) years or 100,000 miles, whichever occurs first after the date of which the vehicle is delivered to the original purchaser provided the apparatus is used in a normal and reasonable manner.</p> <p><b>Chassis:</b>  A customer supplied 2011 Ford F-350 crew cab chassis shall be provided to the manufacturer. The chassis has a 172" wheelbase and 13,300 GVWR. No warranty shall be provided on the customer supplied chassis.</p> <p><b>Apparatus Accessory Items:</b>  All accessory items shall be covered by the individual manufacturer's specified warranty.</p> <p><b><u>DELIVERY</u></b>  The apparatus shall be delivered to the purchasing authority at their fire station under its own power.</p> <p>All final payments will be made on the apparatus after the final inspection and orientation is completed at the manufacturer's facility.</p> <p>A qualified and responsible representative of the manufacture shall provide the purchaser and/or employees of the purchaser orientation in the operation, care, and maintenance of the equipment delivered. The apparatus shall be delivered with the documentation as specified in the <b>2016 NFPA 1901 Standards for Automotive Fire Apparatus</b>.</p> <p>The apparatus shall be detail cleaned prior to delivery.</p> <p><b><u>WEIGHT AND LOAD DISTRIBUTION</u></b>  The apparatus shall comply with the requirements for weight and load distribution as required by the 2016 NFPA 1901 Standard for Automotive Fire Apparatus.</p>		

<p style="text-align: center;"><b>South Lyon Fire Department</b>  <b>Poly Walkaround Rescue</b>  <b>Bid Specifications</b></p>	Bidder Complies	
	Yes	No
<p><b><u>NFPA REQUIRED EQUIPMENT</u></b>  The equipment listed in these specifications is the only equipment the purchasing authority is requiring to be bid with the apparatus. The equipment total shall be included in the apparatus bid total.</p> <p><b><u>CHASSIS INSPECTION</u></b>  When the chassis is received, it shall be thoroughly inspected. During this inspection, attention shall be given to the condition of the chassis. This inspection shall include a test drive of the chassis prior to any work being performed. During the test drive, the bare chassis shall be weighed, and all systems tested for operation. The driver shall note any drivability, excessive wind noise or alignment concerns found during the drive. The test drive shall be a minimum of 10 miles to allow the chassis to reach full operation temperatures. Any damage or deficiencies found during testing shall be noted and reported to the customer.</p> <p><b><u>SIGNS, INSTRUCTION PLATES AND WARNING LABELS</u></b>  The apparatus shall comply with the requirements for required signs, instruction plates and warning labels as required by the 2016 NFPA 1901 Standard for Automotive Fire Apparatus.</p> <p><b><u>SEATING CAPACITY PLATE</u></b>  A permanent <b>engraved</b> plate shall be mounted in the driver's compartment, which specifies the quantity of personnel the cab is designed to accommodate.</p> <p><b><u>SEAT BELT PLATE</u></b>  Permanent <b>engraved</b> warning signs shall be mounted in the cab which specifies all crew occupants must be seat belted.</p> <p><b><u>VEHICLE HEIGHT PLATE</u></b>  A permanent <b>engraved</b> plate shall be mounted in the driver's compartment, which specifies the overall height of the apparatus without water.</p> <p><b><u>RIDER WARNING SIGNS</u></b>  Permanent <b>engraved</b> warning signs shall be mounted at all running board and tailboard areas on the apparatus that specifies no riding on steps.</p> <p><b><u>REAR RECEIVER HITCH</u></b>  A heavy-duty rear 2" x 2" receiver hitch shall be installed at the rear of the apparatus. The receiver shall extend straight off the back of the chassis frame through the rear bulkhead of the body below the rear compartment door and above the trail board. The receiver shall mount directly to a heavy-duty mild steel fabricated cross member frame assembly that is attached between both chassis frame rails.</p>		

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	Yes	No
<p><b><u>REAR TRAILER LIGHT PLUG</u></b>            A Pollak (12-707) or equal vehicle end 7-blade trailer light socket with weatherproof cover shall be in the rear bulkhead of the apparatus next to the rear receiver.</p> <p><b><u>CHASSIS FUEL TANK</u></b>            The chassis fuel tank shall remain in the OEM location. The fuel fill shall be located on the driver side of the apparatus in the rear fender area. The fuel fill shall be sized to allow the apparatus to be filled with a standard truck fill hose. The fill inlet shall be covered with a cast aluminum door and shall be labeled appropriately.</p> <p><b><u>CHASSIS EXHAUST</u></b>            The exhaust shall remain in the chassis OEM configuration.</p> <p>The exhaust shall be supplied with fiberglass heat blanketing and / or stainless steel heat shields where required to protect the poly apparatus body and equipment. The exhaust system and emissions shall meet all federal and state regulations</p> <p><b><u>FRONT RADIO CONSOLE</u></b>            The customer supplied center radio console shall remain and be reused for housing lighting controls, switches, sirens, etc. Modifications shall be made for any accessory items not currently installed in the center console.</p> <p><b><u>ALUMINUM BODY SUB FRAME &amp; FASTENERS</u></b>            The entire sub frame must be designed in a manner so as not to entrap water and cause deterioration of the frame.</p> <p>The entire body sub frame shall be fabricated from 6061-T6 aluminum angle and 3" 6061-T6 aluminum channel and aluminum tubing. The sub frame shall be self-supporting and shall be bolted to the chassis frame. An Ultra-High Molecular Weight Polyethylene (UHMW) barrier shall be provided between the poly body and aluminum subframe. A rubber barrier material shall be applied between the aluminum subframe and chassis frame. This subframe system shall support the apparatus body and compartments. The subframe shall be positioned to provide a running board height of approximately 22" to 24" when fully loaded. "ECK" (Electrolysis Corrosion Kontrol) shall be applied anywhere dissimilar metals may come in contact to help prevent premature corrosion.</p> <p>All truss and hex head bolts used in the assembly of the sub frame shall be hardened (grade 8) fasteners, zinc or cadmium plated for corrosion resistance.</p>		



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<p><b><u>POLY BODY ALUMINUM DIAMOND PLATE OVERLAYS AND TRIM</u></b></p> <p>All aluminum diamond plate that is used for overlays and paint protection shall be .100" 3003-H22 bright finish aluminum diamond plate. A 1" bent corner shall be provided on the leading edge of the body trim to help protect the body paint.</p> <p>All aluminum diamond plate that is installed vertically or that is unable to be used as a stepping surface shall be standard non-embossed polished finish aluminum diamond plate material.</p> <p>All aluminum diamond plate that is installed horizontally that could be used as a stepping surface shall be embossed finish polished aluminum diamond plate material.</p> <p>All aluminum diamond plate body compartment top overlays shall be fabricated to provide a body drip edge.</p> <p>The back side of all aluminum diamond plate overlays shall be treated with "ECK" (Electrolysis Corrosion Kontrol) to help prevent dielectric corrosion.</p> <p>All aluminum diamond plate overlays shall be attached to the apparatus with the use of stainless steel fasteners. A nylon washer must be installed between the head of the fastener and the aluminum diamond plate to minimize the contact between the dissimilar metals.</p> <p>Aluminum diamond plate overlays shall be installed as specified and located as follows:</p> <ul style="list-style-type: none"> <li>• The full front bulkhead of the body</li> <li>• The full top of the body</li> <li>• The rear shall be left blank for installation of Chevron reflective material.</li> </ul> <p><b><u>REAR TAILBOARD</u></b></p> <p>A 12" wide rear tail board shall be fabricated from open grip extruded aluminum step planking. The step material must exceed the NFPA 1901 requirements slip resistance. The open grip material is preferred to promote water run-off.</p> <p><b><u>RUB RAILS</u></b></p> <p>The apparatus body shall be supplied with full length rub rails to protect the lower body. The rub rails shall be constructed from standard 3/8" x 2" aluminum fat bar with a DA sanded finish. The ends of the flat bar shall be radiused for a smooth and pleasing appearance.</p> <p>The rails shall be mounted to the body with stainless steel fasteners and .75" nylon spacers to provide a space between the body and rails. Rubber rub rails or rails that are mounted directly to the body will not be acceptable.</p>		

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<p><b><u>REAR WHEEL WELL TRIM</u></b>            The rear wheel well openings shall be radius cut for a streamlined appearance and trimmed with a black rubber wheel well trim.</p> <p><b><u>REAR MUD FLAPS</u></b>            A pair of heavy-duty rubber mud flaps shall be supplied and installed behind the rear wheels of the apparatus. The mud flaps shall be fastened to the apparatus with stainless steel fasteners.</p> <p><b><u>GENERAL COMPARTMENTATION - POLY</u></b>            The poly fabrication and assembly process must provide a smooth poly body material with a grey Zolatone interior finish. All interior seams must be fully welded to assure a proper fit and to keep exterior elements from entering.</p> <p><b><u>SWEEP OUT COMPARTMENT FLOORS</u></b>            All compartment floors shall be of a sweep out design to provide easy cleaning and maintenance.</p> <p><b><u>COMPARTMENT SIZES AND LAYOUT</u></b>            The compartment layout and <u>approximate</u> sizes shall be as follows:</p> <p><b><u>APPROXIMATE COMPARTMENT SIZES, DRIVER SIDE</u></b></p> <ul style="list-style-type: none"> <li>• Driver side in front of the rear wheels: 51" high x 36.5" wide x transverse over the chassis frame rails</li> <li>• Driver side over the rear wheels: 31" high x 43" wide x transverse</li> <li>• Driver side behind the rear wheels: 51" high x 36.5" wide x transverse over the chassis frame rails</li> </ul> <p><b><u>APPROXIMATE COMPARTMENT SIZES, REAR BODY</u></b></p> <ul style="list-style-type: none"> <li>• The rear of the body shall be provided with a compartment door to access the rear transverse compartment from the back of the body. This door opening size shall be approximately 41" high x 32" wide.</li> </ul> <p><b><u>APPROXIMATE COMPARTMENT SIZES, PASSENGER SIDE</u></b></p> <ul style="list-style-type: none"> <li>• Pass. side in front of the rear wheels: 51" high x 36.5" wide x transverse over the chassis frame rails</li> <li>• Pass. side over the rear wheels: 31" high x 43" wide x transverse</li> <li>• Pass. side behind the rear wheels: 51" high x 36.5" wide x transverse over the chassis frame rails</li> </ul>		

<p style="text-align: center;"><b>South Lyon Fire Department</b>  <b>Poly Walkaround Rescue</b>  <b>Bid Specifications</b></p>		Bidder Complies	
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<p><b><u>INTERLOCKING PLASTIC DRAIN TILES BLACK</u></b>  All compartment floors shall be supplied with Turtle Tile black interlocking plastic drain tiles. The outer edge of the tiles shall be supplied with tapered edging. (Note: floors of compartments specified with tool boards or roll-out trays do require Turtle Tile interlocking drain tiles.)</p> <p><b><u>CABINET VENTS</u></b>  All compartments shall be vented with a 4" diameter louvered and screened vent.</p> <p><b><u>DOOR JAMBS</u></b>  All cabinet door frames shall be designed for R.O.M. Gen IV door installation.</p> <p><b><u>R.O.M. COMPARTMENT DOORS</u></b>  Each compartment shall be supplied with a natural finish R.O.M Gen IV shutter type roll-up compartment door. Doors shall be manufactured and assembled in the United States. All door rollers shall be in the top front corner of each compartment just behind the upper jamb. The upper compartment door jamb shall be fabricated to ensure that the maximum door height is usable.  Each door slat must have interlocking end shoes to prevent slat from moving side-to-side and binding the door. Between each slat must be a co-extruded PVC inner seal to prevent metal-to-metal contact and to repel moisture. This inner seal shall not be visible to detract from appearance of door.</p> <p>Each door slat shall be double-wall extrusion 1.366" high by .315" thick. The exterior surface to be flat and interior surface shall be concave to prevent loose equipment from interfering with door operation.</p> <p>Latch system to be a full width one-piece lift bar operable by one hand. A 2" wide finger pull integrated into the bottom rail extrusion for easy one hand opening and closing.</p> <p><b><u>TOP DOOR DRIP RAIL EXTRUSIONS WITH DOOR SEALS</u></b>  Each R.O.M. roll-up door shall be supplied with an intergraded exterior anodized extruded aluminum drip rail installed across the upper jamb. Each drip rail shall be provided with a non-abrasive seal to seal the top edge of the door form all exterior elements and provided a cleaning system to clean the door of exterior elements as it is opened.</p> <p><b><u>SIDE DOOR SILLS</u></b>  Each R.O.M. roll-up door opening shall be provided with an anodized extruded aluminum vertical door sill. The door sill shall be provided with a rubber door seal to seal out all exterior elements.</p>			

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Yes No

**LOWER DOOR JAMB GUARD**

Each R.O.M. roll-up door opening shall be provided with an anodized extruded aluminum lower door jamb guard. The door guard shall be provided with a ridge just inside the door seal to help prevent exterior elements from entering the compartment.

**COMPARTMENT LIGHT AND DOOR-AJAR SWITCHING**

A magnetic cabinet light / door ajar switching system must be integrated in the lift bar handle and the retainer block to signal open door. No mechanical switches or switches inside to the compartment shall be used.

**BACK-BOARD STORAGE**

A pair of back-board storage tunnels shall be provided one over the other along the inside front wall of the rear transverse compartment. These storage tunnels shall be fabricated from .125" DA finished smooth aluminum. The floor of each back-board storage tunnel shall be provided with a poly overlay to protect the stored backboard from damage during travel or loading and unloading. Each stored backboard shall be accessible from either the driver side or passenger side of the apparatus. The minimum opening clearance between the compartment door frame and the backboard storage tunnel shall be 3.5".

**COMPARTMENT DIVIDERS**

The transverse compartments of the body shall be divided into interior compartments with removable dividers as specified below. Each divider shall be fabricated from .125" DA finished smooth aluminum and be bolted in place.

The front transverse compartment shall be supplied with a fixed vertical divider to section off the transverse section into two equal depth compartments on the driver side and passenger side of the vehicle.

The rear transverse compartment shall be supplied two fixed vertical dividers to section off the rear transverse compartment into three compartments, one that is accessible from the driver side, one that is accessible from the rear and one that is accessible from the passenger side. These dividers shall be located such to allow approximately 18.5" of usable depth inside the driver side and passenger side rear compartment doors. These shall be fabricated with DA sanded finished smooth aluminum material.

**SCBA STORAGE FOR TWO (2) SCBA UNITS**

A box style SCBA storage system with vertical divider shall be located high inside the rear compartment to store two (2) complete SCBA units horizontally. The box shall be fabricated from .125" DA finished smooth aluminum. The floor of each SCBA storage pocket shall be provided with a poly overlay to protect the stored SCBA from damage during travel or loading and unloading. A retainer strap shall be provided across the rear opening to keep the stored SCBA's from sliding back into the roll-up door during travel.

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<p><b><u>SCBA &amp; O2 BOTTLE STORAGE</u></b></p> <p>Storage for SCBA and O2 bottles shall be provided below the SCBA storage box as specified above. The bottles shall be stored in individual storage pockets fabricated from schedule 40 8" PVC. Each bottle storage tube shall be provided with a single bottle neck loop to keep the stored bottles from sliding back into the roll-up door during travel.</p> <p>The SCBA bottle storage shall only be set up for two bottles. Two smaller PVC tubes to store EMS O2 bottles shall be provided.</p> <p><b><u>CONE HOLDER MOUNT</u></b></p> <p>An aluminum mount shall be fabricated from 3/16" smooth aluminum with a DA sanded finish and installed on the middle rear bulkhead on the driver side rear of the rescue body. The base shall be sized accordingly to allow for installation of customer supplied cones. One (1) customer cone shall be permanently bolted to the base of the holder to act as a guide for the remaining cones.</p> <p><b><u>ADJUSTABLE SHELVING</u></b></p> <p>The apparatus shall be supplied with adjustable aluminum shelving. Each specified compartment with shelving shall be supplied with an aluminum T-bolt track system to allow for installation of adjustable shelving. The tracks shall allow adjustment of the shelves to within 12" of the floor or upper door opening of each compartment. Each shelf shall be supplied with black corrugated rubber matting. Each shelf shall be fabricated from .125" D.A. finished smooth aluminum with a 2" lip on all four sides. Shelving locations shall be as follows:</p> <ul style="list-style-type: none"> <li>• Two (2) in the driver side front – L1</li> <li>• Two (2) in the driver side rear – L3</li> <li>• Two (2) in the passenger side front – R1</li> <li>• Two (2) in the passenger side rear – R3</li> </ul> <p><b><u>ROLL OUT TRAY(S), FLOOR MOUNTED</u></b></p> <p>The apparatus shall be equipped with 300-pound capacity, 70% extension roll out trays to store department supplied tools and equipment.</p> <p>Each tray shall be constructed from 3/16" D.A. finished smooth aluminum with a 3" lip on all four sides.</p> <p>Each tray shall have two Austin Hardware or equal drawer slides installed. Each tray shall also include an Austin Hardware Front Drawer Release system (FDR) installed to the front edge of the tray to allow easy one-handed tray operation. Each tray shall lock in the stored and extended position.</p>		

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<p>The tray shall be supplied with red reflective tape on all outer three sides to allow it to be seen when extended at night. Tray shall be located as follows:</p> <ul style="list-style-type: none"> <li>• One (1) shall be located in the L2 compartment, full width of the door opening</li> <li>• One (1) shall be located in the R2 compartment, full width of the door opening</li> </ul> <p><b><u>ROLL-OUT TRAY BACK &amp; SIDES DIVIDER</u></b></p> <p>A vertical back with angled sides for stability shall be provided and installed on the slide out trays located in the L2 &amp; R2 compartment. Each divider shall be fabricated from 3/16" smooth aluminum with a DA sanded finish. The rear vertical divider shall be made as practical allowing for clearance for the door opening.</p> <p><b><u>COMPARTMENT HEATING</u></b></p> <p>A total of two (2) compartment heaters shall be provided. The front and rear transverse compartments of the body shall have one (1) Red DOT R-3540 hot water heater installed in each compartment that is plumbed into the chassis engine coolant system to help heat stored EMS equipment during prolonged scene times. Each heater shall provide a minimum of 22,000 BTU's of heat. Each heater shall be provided with a fan that produces 194 CFM to circulate the heat. The fan shall draw no more than 1.8A at 13.6V DC.</p> <p>Both heaters shall be switched with a single compartment heater switch located in the console between the driver and passenger seats. A small green LED shall be provided to indicate when both heaters are on.</p> <p>The compartments and specified dividers shall be adequately vented to allow the heat to travel between all the compartments in the body.</p> <p><b><u>12-VOLT ELECTRICAL</u></b></p> <p>All 12-volt electrical equipment installed by the apparatus manufacturer shall conform to the current NFPA standards and modern automotive practices. All wiring shall be high temperature crosslink type to handle 125% of the maximum load. Wiring shall be run in hi-temp loom or conduit and securely attached and protected against chafing. Grommets shall be used anywhere a wires or harnesses pass through a sheet metal panel or frame. Automatic reset circuit breakers shall be provided which conform to SAE Standards. Wiring shall be color, function and/ or number coded. Function and / or number codes shall be continuously imprinted on all wiring harness conductors at no more than 4.00" intervals.</p> <p>Exterior wire connectors shall be heat shrink or environmentally sealed to withstand the elements including temperature extremes. Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in it. Corrosion preventative compound or coatings shall be applied to all terminals and plugs located outside of the cab or body. All non-waterproof connections shall require this compound in the plug to help prevent corrosion.</p>		

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<p><b><u>IGNITION LIGHT</u></b>  A green ignition light shall be provided in a location visible to the driver to indicate that battery switch is on and there is power to the ignition.</p> <p><b><u>BATTERY SWITCH</u></b>  A battery disconnect switch shall be wired to the chassis electrical system. The switch shall be located on the console in easy reach of the driver's position. This switch shall be an on/off two position switch. The battery switch shall be wired to the chassis manufacturers requirements for a battery disconnect switch.</p> <p><b><u>120V SHORE LINE POWER</u></b>  A Pro Charging System 12-volt, 20A battery conditioner with single bar graph display shall be supplied and installed to charge the chassis batteries from a 120V shoreline power source.</p> <p><b><u>SHORELINE 120-VOLT RECEPTACLE</u></b>  A 20A 120V Kussmaul super auto eject inlet receptacle (091-55-20-120) with yellow Kussmaul cover (091-55YW) shall be installed and located on the driver side of the apparatus. The receptacle shall be located on the rear fender section of the body.</p> <p><b><u>SHORELINE PLUG</u></b>  The apparatus shall be delivered with a 20-amp cord end plug to match the shoreline receptacle.</p> <p><b><u>120V SHORE LINE POWERED OUTLETS</u></b>  120V shoreline powered outlets shall be provided and installed in the rescue body to allow for power access to customer supplied equipment.</p> <p>Outlets shall be provided with a standard 120V 20A duplex receptacle with hinging outlet cover. Outlets shall be located in the following compartments:</p> <ul style="list-style-type: none"> <li>• One (1) in the L1</li> <li>• One (1) in the L2</li> </ul> <p>Outlets shall be located on the compartment wall towards the rear of the compartment.</p> <p><b><u>DOOR OPEN &amp; EQUIPMENT EXTENDED WARNING SYSTEM</u></b>  A red flashing light shall be provided and installed in the console visible to the driver to indicate an open apparatus compartment door or equipment which may be extended. This warning light shall be properly identified with an engraved tag.</p>		

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<p><b><u>ELECTRONIC REVERSE ALARM</u></b>  An NFPA approved electronic reverse alarm providing a minimum of 87 decibels meeting Type D requirements of SAE J994 requirements shall be provided and installed.</p> <p><b><u>D.O.T. MARKER AND CLEARANCE LIGHTING, L.E.D.</u></b>  The apparatus body shall be supplied with Whelen OS series LED clearance and marker lighting as required by the Federal Motor Vehicle Safety Standard (FMVSS), Department of Transportation Standard (DOT) and any local or state requirements.</p> <p><b><u>TAILLIGHTS - LED</u></b>  Two (2) TecNiq Incorporated T400 4" LED Stop / Tail / Turn lights shall be provided and installed at the rear of the apparatus. The Stop / Tail / Turn lights shall be red lens lights with red LED's. The taillights shall be provided with hooded chrome trim rings.</p> <p>Two (2) TecNiq Incorporated T410 4" High Brightness LED reverse lights shall be provided and installed at the rear of the apparatus below the taillights. The reverse lights shall be clear lens lights with ultra-bright clear LED's. The reverse lights shall be provided with hooded chrome trim rings.</p> <p><b><u>LICENSE PLATE MOUNT WITH LED LIGHT</u></b>  The rear bulkhead shall be drilled and tapped for license plate mounting. Above the license plate mounting points a TecNiq Incorporated E030 Eon clear LED light with polished stainless steel housing shall be provided.</p> <p>The apparatus shall be delivered with stainless steel fasters for license plate mounting.</p> <p><b><u>COMPARTMENT LIGHTS, LED</u></b>  ROM V3 LED compartment lights shall be installed in the apparatus body compartments as specified below.</p> <p>An automatic door jamb switch shall be provided to activate the compartment lighting when the corresponding compartment door is opened.</p> <p>Lights shall be located as follows:</p> <ul style="list-style-type: none"> <li>• One (1) in each side of the driver side compartments door jamb.</li> <li>• One (1) in each side of the passenger side compartments door jamb.</li> <li>• One (1) in each side of the rear compartment door jamb.</li> </ul> <p><b><u>CHASSIS ENGINE SERVICE LIGHT</u></b>  One (1) TecNiq LED clear service light shall be provided under the hood of the apparatus to light the engine area. This light shall be provided with a switch in the lens.</p>		



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<p><b><u>LED STEP LIGHTING</u></b></p> <p>Individual TecNiq Incorporated E030 Eon clear LED step lights with polished stainless steel housings shall be provided as required by NFPA. All step lights shall be activated when the chassis is placed in park. Step lighting shall be located as follows:</p> <ul style="list-style-type: none"> <li>• Two (2) lights shall be provided and installed on the lower rear bulkhead to light the area above rear tailboard.</li> </ul> <p><b><u>LED CAB STEP &amp; REAR TAILBOARD UNDERBODY SCENE LIGHTING</u></b></p> <p>Ground lighting shall be provided under the apparatus to illuminate the immediate area around the apparatus. The lighting shall be TecNiq Incorporated T410 clear LED rubber grommet mounted lights with sealed polycarbonate bodies. Each light shall be installed in an aluminum bracket to direct the lighting from under the apparatus to the walking area around the vehicle. The lights shall be located as follows:</p> <ul style="list-style-type: none"> <li>• One (1) under each cab door running board</li> <li>• One (1) under each end of the tail board</li> </ul> <p>Total number of ground lights to be provided and installed is six (6)</p> <p>The ground lights shall be switched on when the chassis is placed in park.</p> <p><b><u>12-VOLT REAR SCENE LIGHTS</u></b></p> <p>Two (2) Whelen LED 3 X 7 clear scene lights shall be provided and installed in chrome bezels at the rear of the body to illuminate the area behind the apparatus.</p> <p><b><u>12-VOLT SIDE SCENE LIGHTS</u></b></p> <p>Four (4) Whelen LED 3 X 7 clear scene lights shall be provided and mounted two (2) high on each side of the body, one (1) on the front and one (1) in the rear, installed in chrome bezels to illuminate the area to each side of the apparatus.</p> <p><b><u>NFPA EMERGENCY LIGHT PROGRAMMING</u></b></p> <p>All emergency lighting shall be wired to comply with the current NFPA 1901 standard for "calling for the right-of-way" or "blocking the right-of-way". The switch from "calling for the right-of-way" to "blocking the right-of-way" shall happen automatically when the apparatus is parked.</p> <p><b><u>LIGHT BAR –Upper Zones A, B, &amp; D</u></b></p> <p>The customer supplied LED light bar installed on the chassis cab shall remain and be used as part of the overall warning light package.</p>		

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<p><b><u>SIDE ZONES B &amp; D UPPER LIGHTING</u></b></p> <p>Four (4) Whelen LED 3 X 7 flashing perimeter lights shall be provided. These lights shall meet the upper level optical warning and optical power requirements of NFPA for upper zones "B &amp; D". The lenses shall be red with red LED's. These lights shall be installed with chrome flanges. Locations shall be as follows:</p> <ul style="list-style-type: none"> <li>• One (1) light, located on the driver side upper front corner of the body</li> <li>• One (1) light, located on the driver side upper rear corner of the body</li> <li>• One (1) light, located on the passenger side upper front corner of the body</li> <li>• One (1) light, located on the passenger side upper rear corner of the body</li> </ul> <p><b><u>REAR ZONE C UPPER LIGHTING</u></b></p> <p>Two (2) Whelen LED 3 X 7 flashing perimeter lights shall be provided. These lights shall meet the upper level optical warning and optical power requirements of NFPA for upper zone "C". The lenses shall be red with red LED's. These lights shall be installed with chrome flanges. Locations shall be as follows:</p> <ul style="list-style-type: none"> <li>• One (1) light, located on the rear bulkhead in the upper driver side rear corner</li> <li>• One (1) light, located on the rear bulkhead in the upper passenger side rear corner</li> </ul> <p><b><u>GRILL LIGHTS – Lower Zone "A"</u></b></p> <p>The customer provided LED grill lights shall remain and be used as part of the overall warning light package.</p> <p><b><u>SIDE LOWER ZONES "B &amp; D" LOWER LIGHTING</u></b></p> <p>Two (2) Whelen 500 series LED flashing perimeter lights shall be provided in lower zones "B &amp; D". These lights shall meet the lower level optical warning and optical power requirements of NFPA for lower zones "B &amp; D". The lenses shall be red with red LED's. The lights shall be installed in a chrome flange. Locations shall be as follows:</p> <ul style="list-style-type: none"> <li>• Front intersection lights are customer provided and installed on the chassis fenders</li> <li>• Two (2) lights, one (1) each side of the apparatus at the center of the rear axle</li> </ul>		

South Lyon Fire Department Poly Walkaround Rescue Bid Specifications	Bidder Complies	
	Yes	No
<p><b><u>REAR LOWER LIGHTS Lower Zone "C"</u></b>            Two (2) Whelen 500 series LED flashing perimeter lights shall be provided. These lights shall meet the lower level optical warning and optical power requirements of NFPA for lower zone "C". The lenses shall be red with red LED's. The lights shall be installed in a chrome flange. Locations shall be as follows:</p> <ul style="list-style-type: none"> <li>One (1) shall be located over each rear taillight assembly</li> </ul> <p><b><u>CAB SWITCHES</u></b>            The current customer supplied siren incorporates integrated warning light switching. The additional warning lights added to the rear of the apparatus shall be integrated into the same switch.</p> <p>All side and rear scene lighting shall be switched in the apparatus cab through the Ford OEM upfitter switches in the chassis dash. All switches shall be properly identified.</p> <p><b><u>SIREN</u></b>            The customer provided siren installed on the chassis shall be used.</p> <p><b><u>SIREN SPEAKER</u></b>            The customer provided siren speaker installed on the chassis shall be used.</p> <p><b><u>WHEEL CHOCKS</u></b>            One (1) set of Kochek non-folding orange plastic wheel chocks shall be supplied and delivered with the apparatus. The wheel chocks shall store in a bracket located on the driver side front compartment floor.</p> <p><b><u>DISSIMILAR METALS</u></b>            Care shall be taken to avoid contact between dissimilar metals in the construction of the apparatus however, it is inevitable that these metals may come in contact in some areas around the apparatus. These areas shall be treated with "ECK" (Electrolysis Corrosion Control) to help prevent dielectric corrosion.</p> <p><b><u>BODY PAINTING</u></b>            The apparatus shall be finish painted with DuPont Chroma System Paint. The compartment doors, if painted, shall be painted separately to ensure proper paint coverage on the body edges. The apparatus shall be prepared and painted using the following procedures:</p> <ul style="list-style-type: none"> <li>All surfaces to be painted shall be prepared and cleaned using soap and water. Prep-Sol 3919S or Kwik-Clean 3949S shall be used to remove any tar, wax, polish and grease.</li> <li>All surfaces to be painted shall be scuffed using 80 - 150 grit sandpaper. All surfaces shall receive a final wipe using Lacquer and Enamel Cleaner 3939S</li> </ul>		

South Lyon Fire Department Poly Walkaround Rescue Bid Specifications		Bidder Complies	
		Yes	No
<p>followed up with Plastic Prep 2319S.</p> <ul style="list-style-type: none"> <li>Two medium wet coats of Adhesion Promoter for Plastics 2322S shall be applied to all surfaces to be painted.</li> <li>All surfaces to be painted shall be primed with URO Primer-Filler 1140S. The primer mixture shall contain four (4) parts primer, one (1) part Activator 1125S, one and a half (1.5) parts Converter 1130S, and one-half (.5) parts Flex Additive 2350S.</li> <li>Two applications of primer shall be applied. The first application shall be four (4) coats and the second application shall be three (3) coats.</li> <li>A final application of sealer shall be applied using URO Primer-Filler 1140S. The sealer mixture shall contain four (4) parts primer, one (1) part Activator 1125S, two (2) parts Converter 1130S and one-half (.5) Flex Additive 2350S</li> <li>The base coat shall be DuPont Chromabase. The paint shall be applied according to DuPont base coat application instructions. The base coat shall be ChromaBase mixed with 5% Flex Additive 2350S.</li> <li>The clear coat shall be DuPont ChromaClear. The clear coat shall be applied according to DuPont clear coat application instructions. The clear coat shall be ChromaClear Multi-Use 7500S and mixed with 5% Flex Additive 2350S.</li> </ul> <p><b><u>CONTAINER – TOUCH UP PAINT</u></b>            A container of touch up paint to match the body color shall be provided.</p> <p><b><u>COMPARTMENT INTERIOR FINISH</u></b>            The compartment interiors shall be provided with a grey Zolatone finish.</p> <p><b><u>NFPA STRIPING</u></b>            The lettering and striping shall meet or exceed the reflectivity and installation requirements set by the current NFPA 1901 Standard for Automotive Fire Apparatus.</p> <p><b><u>LETTERING</u></b>            The lettering shall be done to match the fire department's existing apparatus as close as possible taking into consideration body lines and other differences between apparatus.</p> <p>A total of 80 (3") letters or numbers shall be provided and installed on the apparatus to designate department name and unit number. The lettering shall be engine turned vinyl gold with a black outline shadow. All lettering and numbering edges shall be treated with a clear coat acrylic to prevent premature lifting and peeling.</p>			

South Lyon Fire Department Poly Walkaround Rescue Bid Specifications		Bidder Complies	
		Yes	No
<b><u>STRIPING</u></b> A 4" wide white reflective stripe shall be affixed to the perimeter of the vehicle. This stripe shall form a broke upsweep before the rear wheel wells on the body. This upsweep shall be 12" to 15" in width and be shadowed with ¼" black. The striping shall conform to the NFPA reflectivity and installation requirements.			
<b><u>REAR CHEVRON</u></b> The entire rear bulkhead shall be chevron striped with 3M™ Diamond Grade™ Reflective Series 983 or 973 vinyl material in an inverted "V" pattern. The pattern shall be 6" with red / yellow / red material.			

CSI Emergency Apparatus, LLC  
2332 Dupont Street  
Grayling, MI 49738  
www.csiea.com



Phone: 989-348-2877  
Fax: 989-348-8233

July 2, 2020

## SALES CONTRACT

South Lyon Fire Department  
217 Whipple Street  
South Lyon, MI 48178  
Attn: Robert Vogel, Chief

Dear Chief Vogel,

CSI Emergency Apparatus, LLC is pleased to offer and agrees to furnish the following emergency equipment in accordance with the sales concept print and specifications described as:

- ♦ One (1) CSI poly rescue body installed on a customer supplied Ford F-350 chassis, per our issued specifications described as: South Lyon Fire Department\_Poly Walkaround Bid Specifications, Dated: 7-2-20\_REV.1

This contract is subject to acceptance within forty-five (45) days from the date of this contract. Extensions may be granted upon request.

Standard payments and terms shall be made per the following:

	<u>Amount</u>
• 25% body portion down payment, due 30 days after invoiced by CSI:	\$17,236.00
• Balance amount due upon delivery and acceptance of the completed apparatus:	C.O.D.

Any order or contract resulting from this proposal shall be cancelable only under terms that will indemnify CSI from loss. Delays in delivery by strikes, war or international conflict, failures to obtain chassis, materials, or any other causes beyond our control shall not be held against CSI as the prime contractor.

Contract amount w/ CSI for one (1) poly rescue unit: \$ 68,945.00

Total contract price: \$ 68,945.00

All terms and conditions enclosed with this contract and the specifications provided shall be in effect upon signing of this agreement.

Estimated completion of entire contract: Approximately 330 calendar days after signing of contract.

If you have any questions, please don't hesitate to call. We appreciate your business, thank you!

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

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

Sincerely,

Mark Brown  
Owner

## **TERMS AND CONDITIONS**

### **1. ACCEPTANCE**

1.1 Pricing as detailed herein is firm for 45 days after the contract date. All prices are in U.S. Dollars. The equipment (including any parts, components, services, and accessories) specified in this contract, are purchased subject to the terms and conditions set forth in this contract, including any addendum to it. In case of conflict among provisions of this Agreement, the precedence shall be first those set forth in the main body of the contract; second, those in any addendum; and third, the following Terms and Conditions:

1.2 Any changes, which you may wish to make to this proposal, must be expressly accepted by CSI Emergency Apparatus, LLC, ("CSI") in writing; otherwise those changes will be void.

1.3 This contract shall become a binding contract when a copy signed by purchaser or an acceptable purchase order returned to CSI is accepted in writing by our executive offices in Grayling Michigan. Contracts not accepted within forty-five (45) days must be confirmed as to price, delivery, terms, and specifications.

### **2. ENTIRE AGREEMENT**

2.1 This contract sets forth the entire agreement and understanding between Purchaser and CSI relating to the equipment, services, and merges all prior discussions, understandings, agreements, and documents between them. Any modification or waiver of any provision contained herein must be in writing and be executed by a representative of the party to be bound thereby. Any term or condition proposed by Purchaser, in its purchase order or otherwise, inconsistent with or in addition to the terms and conditions contained herein shall be deemed objected to by CSI and shall not be binding on CSI unless expressly accepted in writing. CSI reserves the right to correct stenographic or clerical errors.

### **3. ASSIGNMENT**

3.1 Neither this contract nor any rights or duties arising under any contract resulting here from shall be assignable, in whole or in part, by Purchaser without the prior written consent of CSI.

### **4. CANCELLATION**

4.1 Any order, when placed with and accepted by CSI, shall not be subject to deferment or cancellation unless CSI is indemnified against any and all loss, liability, cost, damage (including lost overhead and profit) or expense whatsoever resulting there from. Definition of expenses incurred includes engineering, travel, procurement, order processing and production based on percentage of completion.

### **5. DELIVERY**

5.1 Shipping dates given by CSI are approximate and are based on prompt receipt of all change orders, approval-drawings, down payments, and other specifications essential to the proper execution hereof.

5.2 Shipping dates are not guaranteed. CSI will put forth its best efforts to meet the scheduled delivery date, but cannot be held liable for delays beyond its reasonable control, including but not limited to, delays in delivery by its suppliers, natural disasters, acts of third parties, or labor disorders. CSI Emergency Apparatus, LLC will not be liable for special or consequential damages, time or production losses incurred by the Purchaser on account of any delay, nor will we agree to pay overtime premium costs to make up for these delays.

5.3 If purchaser cause changes to be made, delay or interrupt the progress of the work, or cause the storage of equipment in our shop, Purchaser shall reimburse CSI for any additional expenses. Expenses shall include weekly storage and handling charges. This charge will be invoiced separately on a monthly basis and must be paid prior to shipment of the goods unless otherwise agreed upon in writing.

5.4 Unless noted otherwise in this proposal, delivery shall be F.O.B. point of manufacture, and title to, and risk of loss of, equipment shall pass from CSI to Purchaser upon delivery of the equipment to the carrier or our truck.

### **6. CHANGE ORDERS**

6.1 Items that may require additional work or components that were not specified in the specification and are requested by the department's chief or authorized contact person will be confirmed and quoted in writing in the form of a change order. These change orders must be signed, and a copy returned via fax or mail to CSI for our files.

6.2 If the customer is unavailable for approval within a reasonable time, CSI will not complete the change unless it is an item that must be repaired in order to have the apparatus function as a serviceable vehicle.

7. **BRAND NAMES**

7.1 Brand names mentioned in this proposal are intended to serve as a standard of quality only. CSI reserves the right to furnish items equal in quality to those specified, if those specified are unavailable, long delivery, out of date, etc. This will be conveyed to the purchaser in the form of a "Change Order".

8. **REGULATORY LAWS AND/OR STANDARDS**

8.1 CSI has made every effort to comply with effective safety codes, however, CSI makes no promises or representations that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards except those specified and agreed upon in writing as a part of the contract between the Purchaser and CSI.

8.2 CSI, as described within this proposal, includes certain safety measures and devices that may include, but not limited to, guards, safety rails, safety controls and circuits. Purchaser agrees to maintain such safety measures and device in proper working condition without modification and to provide and install any additional safety features required by law or otherwise. In the event Purchaser fails to maintain such safety features and devices in proper working condition and in place on CSI equipment, Purchaser agrees to indemnify and hold CSI harmless from any and all claims, judgments and expenses, including attorney's fees, resulting from, or incidental to, any injuries or claimed injuries to persons or property resulting from, or claimed to result from, operation of CSI equipment and attributable, directly or indirectly, to the absence or malfunction of such measures or devices.

**PRODUCT SAFETY**

9.1 CSI products are designed and manufactured to high quality industry and safety standards. The products are provided with only those safety devices identified here in. It is the responsibility of the Purchaser to furnish appropriate guards and ongoing training to ensure safe and efficient operation of the product in compliance with all laws and industry standards.

10. **INSPECTION TRIPS AND DELIVERY**

10.1 It is CSI's practice to honor an open-door policy to any department at any time during our regular business hours. We recommend you schedule your visits, so we are able to give you the service and attention you deserve.

10.2 The first requested inspection of the apparatus during the construction is a pre-paint inspection. The intent of this visit is to find any final changes or corrections to the apparatus before the paint shop starts preparation. CSI will give the department a minimum of one-week notice for this inspection. The apparatus will be mostly assembled for this inspection.

10.3 If the department waives their right to inspect the unit, CSI will advise the customer in writing that the approval has been made. Additional changes made after paint may be more costly due to the fact that we may need to do some rework on finish.

10.4 The final inspection of the apparatus is a pre-delivery inspection. This inspection trip is designed to finalize all the details on the apparatus and make sure all items in the pre-paint inspection have been completed to the department's expectations. Any items found during this inspection will be repaired before the delivery. If the department intends to take the apparatus back after this inspection, CSI will make every attempt to make the adjustments at this time.

10.5 CSI will deliver the apparatus if this is requested in the bid specification. The above inspection at Grayling is still required in order to assure a smooth delivery in the field. A representative of CSI will train the department in the general operation and maintenance of the apparatus upon delivery.

10.6 It is preferred that inspections are made during our business hours. If this is not possible, other arrangements can be made.

10.7 CSI Emergency Apparatus, LLC shall not be held responsible for any omissions or exclusions deleted or not requested, upon acceptance of this specification.

11. **RETURNED MATERIAL**

11.1 No material shall be returned for credit without the approval from our management staff at Grayling Michigan and could be subject to a return material charge of up to 100% depending upon the condition of the material when received by Seller.

12. **SECURITY INTEREST**

12.1 Unless and until the goods described herein are fully paid for, CSI reserves a security interest in them to secure the unpaid balance of the invoice and all other obligations of the Purchaser to CSI howsoever arising.



**13. TAXES, DUTIES, CHASSIS, BROKERAGE FEES**

13.1 CSI prices do not include any applicable sales, use, excise or similar taxes; and the amount of any such tax which CSI may be required to pay or collect will be added to an appropriate tax exemption certificate.

**14. TERMS OF PAYMENT**

14.1 CSI Emergency Apparatus, LLC will provide the purchasing authority with a payment schedule detailing the payments required with the contract. CSI will not release possession, title nor authorize the unit to be placed into service until the unit is paid in full. The final payment must be paid in full upon delivery and acceptance of the apparatus. The requested payment schedule is as follows:

- 25% down payment on the body portion, due 30 days after invoiced by CSI: \$16,749.00
- ~~Chassis payment due upon receipt of chassis from the Ford dealer to CSI: N/A~~
- Final balance amount due upon delivery and acceptance of the completed apparatus (C.O.D.)

14.2 CSI reserves the right to charge interest on any balance outstanding at 1 1/2% per month or as CSI determines, up to the maximum rate allowed by law, from the date payment is due to the date payment is received.

14.3 If CSI deems that, by reason of the financial condition of the Purchaser or otherwise, the continuance of production of a contract or purchase order on the terms specified herein is not justified, CSI may require full or partial payment in advance. All invoices are payable in U.S. funds.

**15. GUARANTEE**

15.1 CSI guarantees that the materials and workmanship entering in to the construction of equipment furnished by CSI Emergency Apparatus, LLC, will be free from defects and will be first class of their kind in every respect for the purpose stated, and will conform to any drawings and/or specifications furnished by CSI, and agreed to by CSI headquarters at Grayling Michigan, in writing. This guarantee is subject to the remedy clause stated herein, except for the foregoing guarantee, express or implied, which extend beyond the description of the face hereof.

15.2 For purchased items, CSI will pass through the same warranty and remedy which was extended to CSI, by the manufacturer, if any. All time limits and remedy limitations for breach of such warranty shall apply to the Purchaser and nothing contained therein shall impose any additional obligation on CSI. Abnormal wear to highly abrasive or corrosive atmosphere or due to lack of proper maintenance shall not be considered a defect.

15.3 Except as expressly provided herein, CSI Emergency Apparatus, LLC makes no warranty either expressed or implied.

**16. REMEDY**

16.1 All claims shall be made within twelve (12) months of delivery to the original user and is limited in use to the original customer and the original application. Upon satisfactory proof of claim by Purchaser, CSI will, within reasonable time, furnish replacement or repaired parts. Replacement parts under this remedy will be supplied by CSI, FOB point of manufacture, freight prepaid and allowed at lowest available commercial rate. CSI will not pay any consequential or incidental costs invoiced in repair or replacement, such as field labor and equipment costs. Purchaser charges for repairs, replacement or returns for credit will not be allowed unless authorized by CSI headquarters in Grayling Michigan, in advance, in writing. CSI will not be liable for an Purchasers consequential or incidental damages, including, but not limited to, damages resulting from injury to person or property, loss of profits, loss of business reputation, downtime or any losses or expenses that may result from a breach of this contract. The foregoing remedy is sole and exclusive and states the full extent of CSI liability. No other remedy will be allowed whether in contract or in tort.

**17. WARRANTY**

17.1 We warrant each new apparatus to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months. Our obligation under this warranty is limited to repairing or replacing, as the company may elect, any part or parts thereof which shall be returned to us with transportation charges prepaid by us and as to which examination shall disclose to the company's satisfaction to have been defective, provided that such part or parts shall be returned or replaced free of charge and WITHOUT CHARGE FOR THE INSTALLATION to the original purchaser. If the warranty work on the apparatus requires the apparatus to be brought to the plant, it is the responsibility of the owner to cover this transportation. This warranty does not apply to: 1. Normal maintenance services or adjustments. 2. Any vehicle which has been repaired or altered outside of our manufacturing plant or preapproved warranty center in any way so as, in our judgment, to effect its stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which shall have been operated at speeds exceeding the factory rated speed, or loaded beyond the factory rated load capacity.

17.2 The chassis and associated equipment furnished with chassis, signal devices, generators, batteries, or other trade accessories in as much as they are usually warranted separately by their respective manufacturers.

17.3 Used or new equipment supplied by the customer shall be warranted by the manufacturer or supplier of that equipment.

**18. MISCELLANEOUS**

18.1 The provisions of this agreement shall be governed and construed in accordance with the laws of the State of Michigan USA. No provisions of this instrument shall be waived, changed, terminated, modified, discharged or rescinded orally or otherwise and must be presented in written form, signed by an authorized officer of CSI.

18.2 Because CSI is not in control of Purchaser's plant operation and conditions and has relied on data or tests of material provided by Purchaser in preparing this contract, except as expressly set forth herein, CSI makes no warranties, express or implied, which extend beyond the description of the equipment on the face hereof.

**The above CSI Terms and Conditions of Sale are a part of each contract between the Purchaser and CSI Emergency Apparatus, LLC, and are hereby understood in full and accepted by the Purchaser.**

South Lyon Fire Department  
217 Whipple St  
Souht Lyon, MI 48178



Date: June 24th 2020

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the South Lyon Fire Department, hereinafter called the Buyer and an officer of Rosenbauer South Dakota, LLC, hereinafter called the Company, the following apparatus and equipment.

One (1) Rosenbauer Rescue, complete with (select) chassis per attached specifications.

\$90,511.20 each

PLEASE SEE ATTACHED PROPOSAL FOR ADDITIONAL CONTRACT INFORMATION

Gross due upon completion and delivery total

**TOTAL**

**\$90,511.20**

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

#### DELIVERY:

The estimated delivery time for the completed apparatus, is to be made 180 days after receipt of and approval of this contract duly executed, Chassis / Major Components Must Arrive In subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

#### CONTRACT CHANGES:

After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

#### FORCE MAJEURE:

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

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

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

ROSENBAUER SOUTH DAKOTA, LLC.  
100 THIRD STREET  
P.O. BOX 57  
LYONS, SOUTH DAKOTA 57041  
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.  
5181 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER MOTORS, LLC.  
5190 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER AERIALS, LLC.  
870 SOUTH BROAD STREET  
FREMONT, NEBRASKA 68025  
P: 402.721.7622

# **South Lyon Fire Department**

**South Lyon, MI**

***Proposal for Refurbishment of:***

**One (1) – 2010 Ford F350**

**Date: May 21, 2020**

**Quote is good for 90 days**

*Prepared by: Alan Boushley*



**PIERCE MANUFACTURING, INC.**

**MIDWEST REGIONAL SERVICE CENTER**

**816 COMMERCIAL AVENUE \* WEYAUWEGA, WI 54983 \* (920) 867-2142**

**GRAPHICS**

Graphics to match existing fire department's apparatus scheme and color.

**CHEVRON/INVERTED "V" STRIPING ON REAR WALL DIAMOND GRADE**

All vertical surfaces of the rear body will be chevron striping.

There will be alternating inverted "V" chevron striping located on the rear wall of the apparatus to include the rear bulkheads.

**The rear rollup door shall also include chevron striping.**

The striping will consist of the following colors:

The first color will be Diamond grade RED

The second color will be Diamond grade YELLOW

The size of the striping will be 6".

Unit to be delivered to the Midwest Refurbishment Center in Wisconsin by Halt Fire, Inc.

A one-day final inspection trip to the Pierce Midwest Refurbishment Center on a private plane shall be included.

Customer to drive the completed unit back from the Pierce Midwest Refurbishment Center.

\$ 101,017.00



# AGENDA NOTE

New Business: Item # 3

**MEETING DATE:** July 27, 2020

**PERSON PLACING ITEM ON AGENDA:** Fire Chief Robert Vogel

**AGENDA TOPIC:** First Responder Hazard Pay Premiums Program (FRHPPP)

**EXPLANATION OF TOPIC:** The program was created by the Michigan Department of Treasury to reimburse municipalities for qualifying first responder hazard pay premiums provided to first responders who have performed hazardous duty or work involving physical hardship related to COVID-19. The program is funded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136.

Funding is only eligible for city employees who meet the following criteria:

- Law Enforcement Officers
- Certified Fire Fighters
- Emergency Medical Technicians (EMTs)

The Michigan Department of Treasury will award funding on a first-come, first-served basis. An application is deemed to be submitted when all required supporting documentation has been emailed or faxed to the Michigan Department of Treasury.

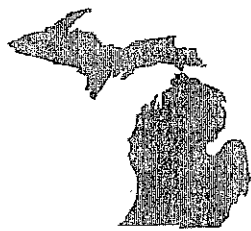
Hazard Pay Premiums will only be paid to qualified city employees if funding is approved by the Michigan Department of Treasury. Hazard Pay Premiums must be paid to employees by September 30, 2020.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Michigan Department of Treasury First Responder Hazard Pay Premiums Program Application.

**POSSIBLE COURSES OF ACTION:** Approve/do not approve a one-time payment of \$1,000 hazard pay premium for each qualified employee of the South Lyon Fire Department and Police Department pending Michigan Department of Treasury FRHPPP grant approval.

**SUGGESTED MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve a one-time payment of \$1,000 hazard pay premium for qualified South Lyon Fire Department and Police Department pending Michigan Department of Treasury FRHPPP grant approval.



***Michigan Department of***  
**TREASURY**

**First Responder Hazard Pay Premiums Program  
Application Packet**

**2020 Public Act 123**

Coronavirus Aid, Relief, and Economic Security (CARES) Act,  
Public Law 116-136

Application Period: July 7 – September 30, 2020

*NOTE: As U.S. Department of the Treasury issues future guidance and clarifications, the specific guidelines listed in this document are subject to change. Changes will be addendums to this document.*

**Michigan Department of Treasury**  
**First Responder Hazard Pay Premiums Program (FRHPPP)**  
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**Michigan Department of Treasury**  
**First Responder Hazard Pay Premiums Program (FRHPPP)**  
**Application Instructions**

The purpose of this document is to provide guidance to eligible applicants that would like to apply for Coronavirus Relief Funding under the Michigan Department of Treasury's First Responder Hazard Pay Premiums Program.

To receive reimbursement, eligible applicants must review, complete, and sign this entire application packet. All pages will either be initialed or signed. Pages 1 through 15 must be returned to the Michigan Department of Treasury via email or fax, as outlined in the document.

If you need to enter more employees than the Hazard Pay Premiums Payment Report (page 13) will allow, the data for the remaining employees must be submitted on additional reports. An excel template can be found at [https://www.michigan.gov/treasury/0,4679,7-121-1751\\_2197-532758--,00.html](https://www.michigan.gov/treasury/0,4679,7-121-1751_2197-532758--,00.html)

Signatures are required on pages 10 and 15. After verifying the entire application packet and reviewing all the requirements and terms and conditions of the grant, the same person needs to initial and date each page and sign both pages 10 and 15. The contact person on Form 5723, the signatory on that form, the page initials, and the certification at the end of the packet must all be the same person.

Questions, contact the Michigan Department of Treasury at: [Treas-CARES@michigan.gov](mailto:Treas-CARES@michigan.gov) or 517-335-0155.

**Michigan Department of Treasury**  
**First Responder Hazard Pay Premiums Program (FRHPPP)**  
**Program Information**

**Program Description**

The program was created by 2020 Public Act 123 to reimburse and/or pay for qualifying first responder hazard pay premiums provided to first responders who have performed hazardous duty or work involving physical hardship related to COVID-19. The program is funded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136.

Reimbursements and payments will be on a first-come, first-served basis. An application is deemed to be submitted when all required supporting documentation has been emailed or faxed to the Michigan Department of Treasury.

**Eligible Expenditures**

Eligible hazard pay premiums must be paid to employees by September 30, 2020 to qualify for the program.

Eligible hazard pay premiums are for:

- Law Enforcement Officers
- Firefighters
- Emergency Medical Technicians (EMTs)
- Paramedics
- 9-1-1 Operators
- Local Unit of Government Corrections Officers
- Airport Public Safety Officers
- Eligible personnel associated with ambulance operations licensed under section 20920 of the Public Health Code (1978 PA 368; MCL 333.20920)
- Private EMTs and paramedics that contract with municipalities or hospitals, if the hazard pay premiums are paid through the applicant

**Eligible Applicants**

- Cities
- Villages
- Townships
- Counties
- Public Airport Operators
- Ambulance Operations licensed under section 20920 of the Public Health Code (1978 PA 368; MCL 333.20920)

**Available Program Amount**

- \$100,000,000

**Maximum Available Limits**

- \$1,000 per eligible employee
- \$5,000,000 to any one applicant

**Michigan Department of Treasury**  
**First Responder Hazard Pay Premiums Program (FRHPPP)**  
**Program Information**

Application Period

- July 7 – September 30, 2020

Method of Submission

- The entire application packet must be submitted, with all the required forms, signatures, and initials, to the Michigan Department of Treasury via Email ([Treas-CARES@michigan.gov](mailto:Treas-CARES@michigan.gov)) or fax (517-335-3298) by 11:59 p.m. EST on the last day of the application period.

Distributions

- Payments and Reimbursements will be on a first-come, first-served basis.
- Payments will be made no later than November 14, 2020.

Reporting Requirements

1. Each eligible applicant that applies for a subaward must register with the Federal System for Award Management (SAM). For applications submitted on or before July 26, 2020 the applicant has until July 26, 2020 to register in the SAM system. Applicants that apply after July 26, 2020, must register in the SAM system prior to sending an application to the Michigan Department of Treasury. The SAM website is: <https://www.sam.gov/SAM/>.
2. Each applicant must fully complete and return the application packet by the submission deadline with each page dated and initialed including the completion of the following documents in the packet:
  - a. FRHPPP Reimbursement Request (Form 5723)
  - b. Hazard Pay Premiums Payment Report
  - c. Certification

The Michigan Department of Treasury may request an applicant to submit detailed backup (including payroll reports) to support the hazard pay premiums requested to be reimbursed/paid. Please do not submit any detailed backup unless the Michigan Department of Treasury requests submission from the applicant.

Contact Information

Treasury CARES Grant Programs Hotline  
517-335-0155

Email Address  
[Treas-CARES@michigan.gov](mailto:Treas-CARES@michigan.gov)

**Michigan Department of Treasury**  
**First Responder Hazard Pay Premiums Program (FRHPPP)**  
**Subrecipient Information**

**Subrecipient Information**

Funds were awarded to the State of Michigan as Federal Financial Assistance from the U.S. Department of Treasury. The funds were awarded under the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") <https://home.treasury.gov/policy-issues/cares/state-and-local-governments> as the Coronavirus Relief Fund (CRF).

**CFDA #:** 21.019

**FAIN #:** SLT0040 and SLT0247

Coronavirus Relief Funds are considered federal financial assistance and have been assigned a Catalog of Federal Domestic Assistance (CFDA) or Assistance Listing Number of 21.019. Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. Sections 7501 – 7507) and the related provisions of the Uniform Guidance, 2 Code of Federal Regulations (CFR) Section 200.303 regarding internal controls, Section 200.330 – 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Under the Single Audit Act, local jurisdictions will need to report expenditures under this program using the CFDA number 21.019.

The State of Michigan is making these funds available to eligible applicants for reimbursement/payment of first responder hazard pay premiums provided to first responders who have performed hazardous duty or work involving physical hardship related to COVID-19. Eligible applicants, including but not limited to the certifying local official submitting this application, are required to review the CRF guidance and associated FAQs and other documents to certify their compliance with the terms and conditions of the grant at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

Coronavirus Relief Funds are considered federal financial assistance subject to the Single Audit Act and the Uniform Guidance. The following Uniform Guidance provisions have been identified as significant and summarized below. Applicants must review the Uniform Guidance at [https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for complete requirements.

**Use of Funds**

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are **substantially dedicated** to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

**Michigan Department of Treasury**  
**First Responder Hazard Pay Premiums Program (FRHPPP)**  
**Subrecipient Information**

**Utilization of CARES Act for this Program**

For this First Responder Hazard Pay Premiums Program (FRHPPP), eligible applicants can request reimbursement/payment for hazard pay premiums paid or will be paid to eligible employees no later than September 30, 2020. The amount of hazard pay premiums is limited to \$1,000 per employee and \$5,000,000 per applicant.

Coronavirus Relief Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement. For this reason, the State of Michigan's First Responder Hazard Pay Premiums Program, Reimbursement Request (Form 5723) requires each applicant to affirm that the amounts for which reimbursement/payment is being requested have not been submitted or will not be submitted to another federal source of funding (for example, FEMA) for reimbursement/payment.

To obtain a payroll reimbursement for employees that are not normally classified as public safety and public health, but are "similar" in the context of the guidance (e.g. employees who are substantially dedicated to COVID-19 response), each jurisdiction's chief administrative officer must decide if their costs are appropriate to charge to the Coronavirus Relief Fund and document the justification for that decision.

**Subaward Period of Performance and Available Funding**

Under the First Responder Hazard Pay Premiums Program (FRHPPP), reimbursements/payments from the State of Michigan will be issued on a first-come, first-served basis and will cover hazard pay premiums paid to eligible employees during the period of time of March 1, 2020 -- September 30, 2020. Eligible applicants receiving funding under this program may not use the proceeds to establish a sub-award to another entity.

The last date of the performance period for the subawards is September 30, 2020.

The total amount of Coronavirus Relief Funds available for the First Responder Hazard Pay Premiums Program is \$100,000,000. Funding will be issued on a first-come, first-served basis once an eligible applicant submits all the required documentation to the Michigan Department of Treasury.

**Michigan Department of Treasury**  
**First Responder Hazard Pay Premiums Program (FRHPPP)**  
**Subrecipient Information**

**Responsibilities, Records, Repayments & Future Audits**

The U.S. Department of Treasury has indicated that the two provisions of the Uniform Guidance, 2 Code of Federal Regulations (CFR) Section 200.303 regarding internal controls, Section 200.220 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements are applicable to all CRF subawards at this time. However, guidance is evolving, and jurisdictions will be required to comply with additional guidance as it is published. Effective internal controls must be established and maintained (2 CFR Section 200.303). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

All subawards are subject to future audits and eligible applicants must allow the State of Michigan, any of its duly authorized representatives and/or the State of Michigan's Office of the Auditor General access to the eligible applicant's records and financial statements to ensure compliance with Federal statutes, regulations and the terms and conditions of the grant award.

**Registration**

Each eligible applicant that receives a subaward must register with the Federal System for Award Management (SAM). For applications submitted on or before July 26, 2020 the applicant has until July 26, 2020 to register in the SAM system. Applicants that apply after July 26, 2020, must register in the SAM system prior to applying to the Michigan Department of Treasury. The SAM website is: <https://www.sam.gov/SAM/>.

**Uniform Guidance**

The Coronavirus Relief Fund Frequently Asked Questions accessible at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf> confirm that CRF payments are subject to the following requirements in the OMB Uniform Guidance (2 CFR Part 200): section 2 CFR 200.303 regarding internal controls, sections 2 CFR 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. These Uniform Guidance provisions are summarized below. If further clarification is needed, the Uniform Guidance is available in the electronic Code of Federal Regulations: [https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

**2 CFR 200.303 Internal Controls - The non-Federal entity must:**

- 1 Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
- 2 Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- 3 Evaluate and monitor the non-Federal entity's compliance with statutes, regulations and the terms and conditions of Federal awards.
- 4 Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- 5 Take reasonable measures to safeguard protected personally identifiable information.

**Michigan Department of Treasury**  
**First Responder Hazard Pay Premiums Program (FRHPPP)**  
**Subrecipient Information**

**2 CFR 200.330 – 200.332 Subrecipient Monitoring and Management**

The First Responder Hazard Pay Premiums Program subawards are for an individual eligible applicant's direct hazard pay premiums cost. The eligible applicant receiving the subaward shall not issue any subawards to any other entity.

**Subpart F – Audit Requirements**

**200.501 – Audit Requirements.**

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

**200.508 – Auditee Responsibilities**

The auditee must:

1. Procure or otherwise arrange for the audit required.
2. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
3. Promptly follow up and take corrective action on audit findings.
4. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

**Record Retention Requirements**

Recipients of Coronavirus Relief Fund payments shall maintain and make available to the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides:

*d) USE OF FUNDS.—A State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that—*

- 1. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;*
- 2. were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and*
- 3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.*

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;

**Michigan Department of Treasury**  
**First Responder Hazard Pay Premiums Program (FRHPPP)**  
**Subrecipient Information**

7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.



## First Responder Hazard Pay Premiums Program Reimbursement Request

Issued under authority of 2020 Public Act 123. Filing is mandatory to qualify for payments.

The First Responder Hazard Pay Premiums program is to reimburse and/or pay for first responder hazard pay premiums provided to first responders who have performed hazardous duty or work involving physical hardship related to COVID-19.

Eligible applicants are: Cities, Villages, Townships, Counties, Public Airport Operators and Ambulance Operations (licensed under section 20920 of the Public Health Code, 1978 PA 368, MCL 333.20920).

Applicants must:

1. Submit to the Michigan Department of Treasury (Treasury) a signed *First Responder Hazard Pay Premiums Program, Reimbursement Request* (Form 5723).
2. Submit to Treasury a detailed report that supports the requested reimbursement amounts. The report shall include by employee, the employee's name, eligible employee type, amount of first responder hazard pay premium being requested, and date the first responder hazard pay premium was paid/will be paid to the employee.

Reimbursement Requests must be submitted to Treasury no later than September 30, 2020; however, reimbursements will be processed on a first-come, first-served basis until all funding has been exhausted.

### PART 1: APPLICANT INFORMATION

Applicant Name	Applicant County Name	Federal Identification Number	
Applicant Local Unit Code	Contact Name	SAM DUNS Number	
Contact E-Mail Address	Contact Title	Contact Telephone Number	Extension

### PART 2: FIRST RESPONDER HAZARD PAY PREMIUMS

For each Eligible Employee Type, enter the total amount of Hazard Pay Premiums. Attach a report listing the name of each employee, the eligible employee type, payment date, and the employee's hazard pay amount being requested. Reimbursements are limited to \$1,000 per eligible employee.

Eligible Employee Types	Number of Employees	Total Amount Requested
Law Enforcement Officers		
Firefighters		
Emergency Medical Technicians		
Paramedics		
9-1-1 Operators		
Local Unit of Government Corrections Officers		
Airport Public Safety Officers		
Private EMTs/Paramedics (if paid for by the applicant)		
Ambulance Operations (licensed under section 20920 of the Public Health Code)		

Continued on page 2.

**PART 3: QUESTIONS**

1. Were/will any of the above entered first responder hazard pay premiums been/be reimbursed or funded by any other federal funds?

☐ Yes ☐ No

2. Were/are any of the above entered first responder hazard pay premiums included in a reimbursement request under the Public Safety and Public Health Payroll Reimbursement (PSPHPR) program?

☐ Yes ☐ No

3. Did you attach a detailed report to support the reimbursement request?

☐ Yes ☐ No The report shall include by employee, the employees name, eligible employee type, amount of first responder hazard pay premium being requested, and date the first responder hazard pay premium was paid/will be paid to the employee.

**PART 4: CERTIFICATION**

*The undersigned hereby certifies to the Michigan Department of Treasury that the above requested hazard pay premium amounts are accurate, that no more than \$1,000 per employee has been requested, and that the hazard pay premiums have been paid to eligible employees of the applicant or will be paid to eligible employees by September 30, 2020. The undersigned additionally certifies that none of the above hazard pay premium amounts have been or will be paid for with any other federal funds or are being requested for reimbursement under the State of Michigan's Public Safety and Public Health Payroll Reimbursement program. The applicant agrees to reimburse the State of Michigan if any of the above amounts are deemed to be fraudulent or inaccurate.*

Chief Administrative Officer Signature (as defined in MCL 141.422b)

Printed Name of Chief Administrative Officer (as defined in MCL 141.422b)

Title

Date

Completed and signed form (including required documentation) should be E-mailed to: **Treas-CARES@michigan.gov**.

If you are unable to submit via E-mail, fax the completed form and required documentation to 517-335-3298.

For questions, call 517-335-0155.

## **Instructions for *First Responder Hazard Pay Premiums Program, Reimbursement Request (Form 5723)***

### **PART 1: APPLICANT INFORMATION**

**Applicant Name:** Enter the name of the eligible applicant. Eligible applicants are: Cities, Villages, Townships, Counties, Public Airport Operators and Ambulance Operations (licensed under section 20920 of the Public Health Code, 1978 PA 368, MCL 333.20920).

**Applicant County Name:** Enter the county name that the eligible applicant is located in.

**Federal Identification Number:** Enter the applicant's Federal Employer Identification Number (FEIN).

**Applicant Local Unit Code:** For Cities, Villages, Townships, and Counties enter the revenue sharing local unit code. Public Airport Operators and Ambulance Operations can leave this field blank.

**Contact Name:** Enter the Full name of the individual that can answer any questions related to the form being submitted, including required attachment.

**SAM DUNS Number:** Enter the federal System for Award Management (SAM) DUNS Number. Applicants that apply on or before July 26, 2020 have until July 26, 2020 to register in the SAM system. All applicants that apply after July 26, 2020 must register in the SAM system prior to sending an application packet to the Michigan Department of Treasury.

**Contact E-Mail Address/Contact Title/Contact Telephone Number/Extension:** Enter the information for the contact person that can answer any questions regarding the reimbursement request.

### **PART 2: FIRST RESPONDER HAZARD PAY PREMIUMS**

For each of the eligible employee types listed, enter the total number of employees and total amount of first responder hazard pay premiums being requested for reimbursement.

### **PART 3: QUESTIONS**

**Question 3:** To complete the Detailed Report, use the form provided in the First Responder Hazard Pay Premiums Program Application packet.

**Michigan Department of Treasury  
First Responder Hazard Pay Premiums Program (FRHPPP)  
Hazard Pay Premiums Payment Report – Instructions**

**Hazard Pay Premiums Payment Report – Instructions**

1. Enter the requested information on the Hazard Pay Premiums Payment Report on page 13 for each eligible employee that was or will be paid an eligible hazard pay premium.
  - a. There could be multiple lines for the same employee.
  - b. The total of the chart should equal the hazard pay premiums amounts being requested for reimbursement on Form 5723 *First Responder Hazard Pay Premiums Program, Reimbursement Request*.
  - c. Attach additional sheets if needed.
  - d. Eligible Employee Types are:
    - i. Law Enforcement Officers
    - ii. Firefighters
    - iii. Emergency Medical Technicians (EMTs)
    - iv. Paramedics
    - v. 9-1-1 Operators
    - vi. Local Unit of Government Corrections Officers
    - vii. Airport Public Safety Officers
    - viii. Eligible personnel associated with ambulance operations licensed under section 20920 of the Public Health Code (1978 PA 368; MCL 333.20920)
    - ix. Private EMTs and paramedics that contract with municipalities or hospitals, if the hazard pay premiums are paid through the applicant
2. Guidelines:
  - a. Do not include any hazard pay premiums that the eligible applicant requested to be reimbursed under the Public Safety and Public Health Payroll Reimbursement Program.
  - b. The program will only reimburse the actual hazard pay premium paid to the employee, not the associated fringes and payroll taxes.

**Michigan Department of Treasury  
First Responder Hazard Pay Premiums Program (FRHPPP)  
Hazard Pay Premiums Payment Report**

	Employee Name	Eligible Employee Type	Payment Date	Hazard Pay Amount
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
Subtotal from attached reports				
Total				

**Michigan Department of Treasury**  
**First Responder Hazard Pay Premiums Program (FRHPPP)**  
**Certification**

I, \_\_\_\_\_, am the chief executive of \_\_\_\_\_ (eligible applicant's legal name), and I certify that:

1. I have the authority on behalf of \_\_\_\_\_ (eligible applicant's legal name) to request a First Responder Hazard Pay Premiums Program payment from the State of Michigan pursuant to Section 601 of 2020 Public Act 123, from the allocation of funds to the State of Michigan from the Coronavirus Relief Fund as created in the CARES Act.
2. I understand that the State of Michigan will rely on this certification as a material representation in issuing a First Responder Hazard Pay Premiums Program payment to \_\_\_\_\_ (eligible applicant's legal name).
3. \_\_\_\_\_ (eligible applicant's legal name) is receiving the First Responder Hazard Pay Premiums Program payment as a reimbursement/payment to reimburse and/or pay for first responder hazard pay premiums provided to first responders who have performed hazardous duty or work involving physical hardship related to COVID-19 and will be used only to cover those costs.
4. Any funds provided as a reimbursement/payment from the State of Michigan under the First Responder Hazard Pay Premiums Program that are found to be based on inaccurate, non-qualifying, or fraudulent information will be returned to the State of Michigan.
5. Funds provided as a reimbursement/payment under the First Responder Hazard Pay Premiums Program from the State of Michigan pursuant to this certification must adhere to official federal guidance (2 CFR 200) issued or to be issued on what constitutes a necessary expenditure as described in the guidance for the U.S. Treasury Coronavirus Relief Fund at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>. I reviewed the guidance prior to completing this request for reimbursement. I understand and agree that any funds expended by an eligible applicant in any manner that does not adhere to official federal guidance shall be returned to the State of Michigan.
6. Any eligible applicant receiving funds under the First Responder Hazard Pay Premiums Program shall retain documentation supporting the reimbursement/payment request, including but not limited to payroll records and timesheets. Such documentation shall be provided to the State of Michigan upon request and maintained by the jurisdiction for five (5) years.
7. Program funds provided pursuant to this application and certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. Program funds received pursuant to this application and certification cannot be used for expenditures for which the eligible applicant has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.
9. Program funds received pursuant to this application and certification cannot be used to reimburse or subaward another entity or local unit of government.
10. I have read and agree on behalf of \_\_\_\_\_ (eligible applicant's legal name) to comply with all applicable provisions and requirements corresponding to the receipt of funds required in the Coronavirus Aid, Relief, and Economic Security Act, Public Law 115-136, and Uniform Guidance, 2 CFR 200.
11. Further, that I understand and agree on behalf of \_\_\_\_\_ (eligible applicant's legal name) that any funds received under this act and expended by itself or a sub-recipient in any manner that does not comply with the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, or Uniform Guidance, 2 CFR 200, as applicable shall be returned to the State of Michigan.

**Michigan Department of Treasury  
First Responder Hazard Pay Premiums Program (FRHPPP)  
Certification**

12. Further, that I understand and agree on behalf of \_\_\_\_\_ (eligible applicant's legal name) that expenditures are not eligible for reimbursement under this section if such expenses have been or will be reimbursed by any other federal funds, and if such expenditure is reimbursed by any other federal funds the undersigned eligible applicant will return said funds to the State of Michigan.
13. The governing body has been notified of the submission of this application, and are aware of the Federal statutes, regulations and terms and conditions of the grant award.

I certify under the penalties of perjury set forth in the Michigan Penal Code, MCL 750.423, that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

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

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

Title: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

# AGENDA NOTE

New Business: Item # 4

**MEETING DATE:** July 27, 2020

**PERSON PLACING ITEM ON AGENDA:** Nathan Mack, DDA/Economic Development Director

**AGENDA TOPIC:** Resolution for Main Street Oakland County COVID-19 Small Business Relief Program Grant Agreement

**EXPLANATION OF TOPIC:** The South Lyon DDA conducted a crowdfunding campaign with the encouragement from Main Street Oakland County to assist downtown businesses adversely effected by COVID-19. The South Lyon DDA was successful in raising funds to receive the maximum matching amount from Main Street Oakland County. In order to have these funds released to the DDA, there must be a resolution passed by the governing body of South Lyon and Oakland County.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** The resolution authorizing the mayor to approve the Main Street Oakland County COVID-19 Small Business Relief Program Grant between Oakland County and the South Lyon Downtown Development Authority. Main Street Oakland County COVID-19 Small Business Relief Program Grant Agreement Between Oakland County and the South Lyon Downtown Development Authority.

**POSSIBLE COURSES OF ACTION:** Approve or disapprove the proposed resolution.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to adopt the resolution for the Main Street Oakland County COVID-19 Small Business Relief Program Grant Agreement between Oakland County and the South Lyon Downtown Development Authority.



**RESOLUTION \_\_\_\_\_**  
**CITY OF SOUTH LYON**

**RESOLUTION TO APPROVE MAIN STREET OAKLAND COUNTY COVID-19  
SMALL BUSINESS RELIEF PROGRAM GRANT AGREEMENT  
BETWEEN OAKLAND COUNTY AND THE SOUTH LYON DOWNTOWN  
DEVELOPMENT AUTHORITY**

**RESOLUTION NO. \_\_\_\_\_**

At a regular meeting of the City Council for the City of South Lyon, Oakland County, Michigan, held via Zoom in accordance with Executive Order 2020-154, on the 27<sup>th</sup> day of July 2020, at 7:30 p.m.

PRESENT:

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ABSENT:

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The following preamble and resolution was offered by  
\_\_\_\_\_ and seconded by  
\_\_\_\_\_.

**WHEREAS**, the City Charter, Section 11.1, authorizes the South Lyon City Council to enter into contracts on behalf of the City of South Lyon (the “City”); and

**WHEREAS**, the County of Oakland (the “County”) is providing the City a matching grant fund in accordance with the Main Street Oakland County Covid-19 Small Business Relief Program Grant (the “Grant”), to encourage and assist businesses to locate, expand, invest, preserve jobs, and remain in the City’s jurisdiction; and

**WHEREAS**, the City intends to utilize the Grant funds to assist downtown businesses with costs such as the payment of utilities, rent, and mortgage; the provision of personal protective equipment; or marketing expenses; and

**WHEREAS**, the City raised Four Thousand, Nine Hundred and Ninety-Five Dollars (\$4,995.00) in the crowdfunding campaign established by the County, and the County, through the Grant, is matching the City’s funds up to Four Thousand Dollars (\$4,000.00); and

**WHEREAS**, the City Council has considered the Main Street Oakland County Covid-19 Small Business Relief Program Grant Agreement Between Oakland County and the South Lyon Downtown Development Authority (the “Agreement”) and has decided that it is in the best interests of the City to approve the Agreement.

**NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:**

1. The City Council of the City of South Lyon hereby approves the Agreement, attached hereto as Exhibit A.
2. The Mayor and the City Clerk are hereby authorized to execute any and all documents and take any and all other actions as may be necessary or appropriate in order to effectuate the Agreement, in accordance with the Charter, Section 11.1.

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 27<sup>th</sup> day of July, 2020.

**Lisa Deaton**  
South Lyon City Clerk

**MAIN STREET OAKLAND COUNTY COVID-19 SMALL BUSINESS RELIEF  
PROGRAM GRANT AGREEMENT BETWEEN  
OAKLAND COUNTY**

**AND**

**[The South Lyon Downtown Development Authority]**

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This grant agreement ("Agreement" or "Grant Agreement") is made between the County of Oakland, ("County" or "Grantor"), a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph, Pontiac, Michigan 48341 and the [South Lyon Downtown Development Authority] ("Grantee") whose address is [335 South Warren Street, South Lyon, Michigan 48178]. In this Agreement, the County and Grantee may also be referred to jointly as the "Parties" or individually at a "Party."

**PURPOSE OF AGREEMENT.** The County and Grantee enter into this Agreement pursuant to Michigan law to provide "matching grant" funding to Grantee to encourage and assist businesses to locate, expand, invest, preserve jobs, and remain in Grantee's jurisdiction and Oakland County (the "Main Street Oakland County (MSOC) Small Business Relief Program" or "Program"), as further described in this Agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** In addition to any other defined terms in this Agreement, the following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, and interpreted as follows:
  - 1.1. **Claim(s)** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Grantee, or for which County or Grantee may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
  - 1.2. **County** means Oakland County, a municipal and constitutional corporation, including, but not limited to, its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
  - 1.3. **Day** means calendar day, which shall always begin at 12:00:00 a.m. and end at 11:59:59 p.m.

- 1.4. **Grantee** means the [South Lyon Downtown Development Authority], which receives Grant Funds (defined below) from County under this Agreement, that is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its division, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- 1.5. **Grant Funds** means the monetary funds awarded by County to Grantee under this Grant Agreement.
- 1.6. **Grantee Funds** means the monetary funds that Grantee raises on its own for the Program.
- 1.7. **Points of Contact** mean the individuals designated by the Grantee and the County to act as primary contacts for communication and other purposes as described herein.
- 1.8. **Sub-Grantee Business** means the corporation, business, or other legal entity, including its board members, directors, officers, executives, employees, agents, volunteers, contractors, and subcontractors, that receives Grant Funds from Grantee through the Program.

2. **EFFECTIVE DATE AND DURATION OF THE AGREEMENT.**

- 2.1. **Effective Date.** This Agreement and any amendments to this Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. All amendments to this Agreement shall be in writing. The approval of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 2.2. **Agreement Duration.** This Agreement shall remain in effect until December 31, 2021, or until cancelled or terminated as otherwise provided in this Agreement.

3. **GRANT AWARD.** Subject to the terms and conditions in this Agreement, the Grantor agrees to make, and Grantee agrees to accept Grant Funds on a one-for-one (1:1) dollar match basis with Grantee Funds, in an amount not to exceed four thousand dollars (\$4,000). In other words, Grantee must match the Grant Funds awarded by County on a one-for-one (1:1) dollar basis with its Grantee Funds and the County will award no more than four thousand dollars (\$4,000) total to Grantee under this Agreement. In addition, the amount of Grant Funds that County will award to Grantee will not exceed the amount of Grantee Funds that Grantee has raised by July 30, 2020 (the "Fundraising Deadline"). County will award the Grant Funds to Grantee after the Fundraising Deadline and Grantee provides County with sufficient documentary evidence showing that it has raised the matching Grantee Funds.

- 3.1. Grantee may use the Grant Funds for one or both of the following purposes (hereinafter "Program Purpose(s)"):
  - 3.1.1. Grantee Direct Support – to purchase cleaning supplies and personal protective equipment such as face masks, gloves, thermometers, register guards, and hand sanitizer to be distributed to small businesses in Grantee's jurisdiction, fund adapted special events and make physical adaptations to farmers markets, fund

Grantee district marketing campaign initiatives, and increase or maintain downtown management organizational capacity to retain staff or further develop and establish a formal Main Street Program/downtown development organization; and/or

3.1.2. Sub-Grants to Sub-Grantee Businesses - to award Grant Funds to a Sub-Grantee Business located in its jurisdiction for one or more of the following purposes: for working capital for payroll expenses, rent, mortgage payments, utility expenses, marketing, insurance, supplies, personal protective equipment such as face masks, gloves, thermometers, register guards, and hand sanitizer, to make physical modifications to structures to accommodate social distancing, inventory, website and technology enhancements, or other similar expenses that occur in the ordinary course of business.

3.2. Grantee shall return all Grant Funds in its possession or under its control to County that have not been expended or disbursed by December 31, 2021.

4. **GRANTEE OBLIGATIONS.**

4.1. Grantee agrees to undertake, perform, and complete the following:

4.1.1. Submit an application to the County to receive Grant Funds to participate in the Program.

4.1.2. Market and advertise the Program and the availability of the Grant Funds to eligible Sub-Grantee Businesses in Grantee's jurisdiction.

4.1.3. Establish an application process for proposals from eligible Sub-Grantee Businesses to receive Grant Funds through the Program.

4.1.4. Accept, review, and screen all applications for the Grant Funds from eligible Sub-Grantee Businesses as follows:

4.1.4.1. Ensure that all Sub-Grantee Business applicants are eligible to be awarded Grant Funds and have the necessary capital, funding, expertise, and resources to properly use and expend the Grant Funds for the purpose that they applied for.

4.1.4.2. Review grant requests to ensure consistency with the Program's current planning and vision and compliance with all federal, state, and local laws and zoning requirements.

4.1.5. Verify that all Sub-Grantee Businesses awarded Grant Funds properly use and expend the Grant Funds for the purpose that they applied for as follows:

4.1.5.1. Verify that all completed work has received final approvals from all applicable legal jurisdictions, including the local municipality if required.

4.1.5.2. Verify that all Sub-Grantee Business expenses have been paid and that there are no outstanding debts owed to contractors/subcontractors.

4.1.6. Verify the total Grant Fund expenditures of the Sub-Grantee Business.

4.1.7. Comply with this Agreement and all Program requirements and monitor and ensure that all Sub-Grantee Businesses comply with this Agreement and all other Program requirements.

- 4.1.8. Grantee shall have a sub-grant agreement with each Sub-Grantee Business that receives Grant Funds. Grantee shall pass through to the Sub-Grantee Business and include the provisions in the attached Exhibit A (Pass Through Provision for Sub-Grantee Businesses) in the sub-grant agreement. Grantee shall also require the Sub-Grantee Business to comply with the terms and conditions in this Agreement. Grantee shall assign its rights and remedies against a Sub-Grantee Business under any sub-grant agreement to County, upon request of the County.
- 4.2. The Grantee shall designate a primary point of contact to the County, who shall have the following responsibilities: (1) direct communication and interaction with the County regarding the subject matter of this Agreement and (2) other responsibilities as set forth in this Agreement.
5. **ELIGIBILITY OF SUB-GRANTEES.**
  - 5.1. For a Sub-Grantee Business to be eligible to receive Grant Funds through the Program, the Sub-Grantee Business shall meet all the following requirements:
    - 5.1.1. Is located in the geographic boundary of the defined historic commercial district of the Grantee;
    - 5.1.2. Is located in a designated MSOC Program community;
    - 5.1.3. Was or is currently being negatively impacted by the COVID-19 Pandemic;
    - 5.1.4. Is a sole proprietor business or has less than fifty (50) employees;
    - 5.1.5. Is a for-profit business; and
    - 5.1.6. Has been in business on or before March 1, 2020.
6. **GRANTEE'S REPRESENTATIONS AND WARRANTIES.** Grantee acknowledges and agrees to the terms in this Agreement and the Program's requirements and represents and warrants to the County that (i) the Sub-Grantee Businesses shall only use the Grant Funds for the Program Purposes described in this Agreement; (ii) any Grant Funds received from the County under this Agreement or otherwise through the Program shall solely be used by the Grantee as authorized in this Agreement for the permitted Program Purposes and expenses and for no other purpose.
7. **REPORTING REQUIREMENTS.** The Grantee shall submit a report to the County on a biannual (twice per year) basis, after receiving the Grant Funds, regarding the activities of the Grantee and the degree to which the Grantee has satisfied the purpose of the Program. The County reserves the right to audit and inspect, at its expense, Grantee's records concerning any and all awards or expenditures that used or involved Grant Funds. The Grantee's biannual report to the County shall include, but is not limited to, all of the following:
  - 7.1. A summary report, detailing all expenditures and use of Grant Funds by Grantee, the distribution of items purchased by Grantee with Grant Funds, and recipient(s) of items distributed by Grantee that were purchased with Grant Funds.
  - 7.2. A summary report for each Sub-Grantee Business that received Grant Funds, which shall include:

- 7.2.1. The Sub-Grantee Business name, business type, address, number of employees, an itemized description, including amounts, of all expenditures and use of Grant Funds, and the total amount of Grant Funds received and spent;
    - 7.2.2. An itemized description, including amounts, of all expenditures and use of Grantee Funds to the Sub-Grantee Business under the Program, and the total amount of Grantee Funds provided to the Sub-Grantee Business under the Program; and
    - 7.2.3. An itemized description, including amounts, of all Sub-Grantee Business' funds used in conjunction with Grant Funds or Grantee Funds under the Program; and
  - 7.3. Copies of all paid invoices and/or receipts of expenditures using or involving Grant Funds;
  - 7.4. Copies of any news, media, or other public relations coverage or reports relating to use of the Grant Funds or the Program.
8. **PUBLICITY.** At the request of County, Grantee shall cooperate with County to promote the Program through one or more of the following methods: placement of a sign, plaque, media coverage, or other public presentation at the location of any Sub-Grantee Business receiving Grant Funds. The Grantee hereby authorizes and permits and grants a non-exclusive, irrevocable license to the County, without further notice and action required by the Grantee or the County, to use photographs, logos, published/printed information, and any other materials to promote or otherwise publicize the County, the Program, and/or the Grantee in any manner or form, including, but not limited to, in social media, press releases, advertisements, and/or publications of any nature.
9. **ASSURANCES/LIMITATIONS**
- 9.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees and agents arising under or related to this Agreement.
  - 9.2. **Responsibility for Attorney Fees and Costs.** Except as otherwise provided in this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.
  - 9.3. **No Indemnification.** Except as otherwise expressly provided in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified by the other Party or any of its agents in connection with any Claim.
  - 9.4. **Costs, Fines, and Fees for Noncompliance.** The Grantee shall be solely responsible for all costs, fines, penalties, and fees associated with Grantee's noncompliance with this Agreement.
  - 9.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

- 9.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 9.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules and requirements applicable to its activities performed under this Agreement, including but not limited to laws relating to nondiscrimination and conflicts of interests.
- 9.8. **Liability; Release.** In no event shall County be liable to Grantee or any other person or entity, for any consequential, incidental, direct, indirect, special, exemplary, treble, punitive, or any other damages or Claims arising out of or related to this Agreement or the Program. The Grantee, on its behalf and on behalf of its employees, agents, representatives, elected and appointed officials, and volunteers, agrees to not sue and to waive, release, and forever discharge the County from any and all damages and Claims arising from or in any way connected to the Program and/or this Agreement.
- 9.9. **Assumption of Responsibilities.** The Grantee assumes any and all responsibilities, including, but not limited to, costs and expenses, and liabilities arising out of its duties and obligations under this Agreement and its administration and implementation of the Program. Grantee acknowledges and agrees that the County shares no such obligation or liabilities in Grantee's administering or implementing the Program or supervising or monitoring any Sub-Grantee Businesses.
- 9.10. **No Guaranty of Participation.** The Grantee acknowledges, understands, and agrees (i) the Grant Funds provided by the County under this Agreement and through the Program is meant to supplement, and not replace, funding for Grantee and/or Sub-Grantee Business expenditures; (ii) there is no guarantee that the Program will be continued from year to year and the Grant Funds must be expended by the end of calendar year 2021; and (iii) there is no obligation on behalf of the County to either provide Grant Funding or continue the Program in the future.
- 9.11. **Availability and Reduction of Grant Funds.** The amount of Grant Funds specified in this Agreement may be reduced or eliminated, at the County's sole discretion, based upon the ability of the County to meet its primary constitutional and statutory duties. The County expressly reserves the right to adjust the County matching funds share at any time based upon County's budget needs.
- 9.12. **Grant Funds "As Is"/Disclaimer of Warranty.** THE GRANT FUNDS PROVIDED UNDER THIS AGREEMENT BY COUNTY TO GRANTEE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY, OR IMPLIED.

10. **DISPUTE RESOLUTION.**

- 10.1. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Economic Development and Community Affairs or designee and Grantee's Point of Contact for possible resolution. County's Director of Economic Development



and Community Affairs and Grantee's Point of Contact may promptly meet and confer in an effort to resolve such dispute.

- 10.2. If they cannot resolve the dispute in ten (10) business days, the dispute may be submitted to the chief executive official of each Party or their designees, who may meet promptly and confer in an effort of good faith to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 11.1. **Termination for Convenience.** The Parties may terminate or cancel this Agreement, in whole or in part, upon five (5) business days' written notice to the other Party for any reason or no reason, including convenience, prior to the disbursement of Grant Funds to Grantee under this Agreement.
- 11.2. **Termination for Cause.** County may terminate or cancel this Agreement, in whole or in part, immediately upon providing written notice to Grantee if County reasonably determines that any of the following occurred: 1) Grantee breached this Agreement; 2) Grantee violated any law applicable to this Agreement or the Program; 3) any representation, covenant, certification or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification or warranty was made in any material respect; (4) the Grantee fails to comply with any obligations or duties contained herein; and (5) Grantee's use of Grant Funds for any purpose not authorized under this Agreement.
- 11.3. **No Obligation to Award or Disburse Grant Funds After Termination.** County shall have no obligation to award, disburse, or distribute Grant Funds to Grantee or any other person or entity after termination or cancellation of this Agreement. The termination or cancellation of this Agreement is not intended to be the County's sole exclusive remedy and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.
12. **REPAYMENT/REMEDIES.** Grantee is subject to repayment to the County of an amount equal to the Grant Funds received by Grantee in the event Grantee has made material misrepresentations to the County in its application or the Grantee fails to otherwise comply with the requirements of this Agreement. Grantor further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Grantee.
15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver

of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

17. **RECORD RETENTION AND ACCESS AND AUDITING.** Grantee shall maintain and preserve all documents and records related to this Agreement in accordance with state law and for a minimum of three (3) years after the later one of the following: 1) this Agreement is terminated/cancelled or 2) Sub-Grantee Business has expended all of the Grant Funds, whichever is later. Upon request by County, all records, including but not limited to financial records, related to this Agreement or the Program shall be available at any reasonable time for examination or audit by the County or as required by law.
18. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
  - 21.1. If Notice is sent to County, it shall be addressed and sent to the following three persons/officials: (1) the Oakland County Executive, 2100 Pontiac Lake Road, Waterford, Michigan 48328; (2) the Director of Oakland County Economic Development & Community Affairs Department, 2100 Pontiac Lake Rd, Bld. 41W, Waterford, MI 48328; and (3) Oakland County Corporation Counsel, 1200 North Telegraph Road, Pontiac, Michigan 48341.

- 21.2. If Notice is sent to the Grantee, it shall be addressed to: [**City Manager /335 South Warren Street, South Lyon, MI. 48178**]
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
- 21.4. Notice may also be given to the above individuals by electronic means (including by e-mail) if the electronic notice is acknowledged as being received by the receiving Party. Electronic notice will be deemed given on the date when the electronic notice is acknowledged as being received by the receiving Party.
- 22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is presumptively proper in the courts set forth above.
- 23. **ELECTRONIC SIGNATURES.** This Agreement may be signed in counterparts with the use of facsimile and/or electronic signatures, which shall be considered valid and binding on the Parties.
- 24. **SURVIVAL OF TERMS AND CONDITIONS.** The terms and conditions in this Agreement shall survive and continue in full force beyond the termination or cancellation of this Agreement (or any part thereof) until the terms and conditions expire by their nature.
- 25. **ENTIRE AGREEMENT.**
  - 25.1. **Entire Agreement.** Except as provided by law, this Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties regarding the subject matter of this Agreement.
  - 25.2. **Construction of Agreement.** The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned hereby acknowledges that he/she has been authorized by the governing body of Grantee, (Berkeley), to execute this agreement on behalf of Grantee and hereby accepts and binds Grantee to the terms and conditions of this Agreement.

South Lyon  
GRANTEE, [South Lyon Downtown Development Authority]

BY: Nathan Mack DATE: 7/22/2020

NATHAN MACK, EXECUTIVE DIRECTOR  
Name, Title

The undersigned hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

**THE COUNTY OF OAKLAND**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**David T. Woodward**  
Chairperson, Oakland County Board of Commissioners

**Oakland County Internal Processing Information:**

Fund: 10100  
Dept: 1090201  
Program: 133095  
Account: 731598  
PCBU: GRANT  
Project ID: 100000003220  
Activity ID: EXP

Amount of grant: \$4,000

Payment approved by:

\_\_\_\_\_  
Bret Rasegan, Manager

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

**EXHIBIT A**  
**PASS-THROUGH PROVISIONS FOR SUB-GRANTEE BUSINESSES**

Words or terms in this exhibit shall have the same meaning as those words or terms are defined in the Grant Agreement, unless expressly defined otherwise in this exhibit. Grantee shall include the following requirements in its sub-grant agreement with each Sub-Grantee Business:

1. Sub-Grantee Business shall comply with and is bound by the terms and conditions in the Grant Agreement that are applicable to or involve Sub-Grantee Business.
2. Sub-Grantee Business affirms that all its representations in the application for Grant Funds that was submitted to Grantee were accurate, truthful, and complete.
3. Sub-Grantee Business shall only use the Grant Funds for the Program Purposes described in the Grant Agreement.
4. Sub-Grantee Business shall provide to Grantee on a biannual (twice per year) basis, after receiving the Grant Funds, all of the following:
  - 4.1. Copies of all paid invoices and/or receipts of expenditures using or involving Grant Funds or the Program;
  - 4.2. A summary report, which shall include all of the following:
    - 4.2.1. The Sub-Grantee Business' name, business, type, address, number of employees,
    - 4.2.2. An itemized description, including amounts, of all expenditures and use of Grant Funds, and the total amount of Grant Funds received and spent;
    - 4.2.3. An itemized description, including amounts, of all expenditures and use of Grantee Funds under the Program, and the total amount of Grantee Funds received and spent by Sub-Grantee Business; and
    - 4.2.4. An itemized description, including amounts, of all Sub-Grantee Business funds used in conjunction with Grant Funds and Grantee Funds under the Program; and
  - 4.3. Copies of any news, media, or other public relations coverage or reports relating to use of the Grant Funds or the Program.
5. Sub-Grantee Business is subject to repayment to the Grantee of an amount equal to the Grant Funds received by Sub-Grantee Business in the event Sub-Grantee Business has made material misrepresentations to the Grantee in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Sub-Grantee Business and not set aside within sixty (60) days, or the Sub-Grantee Business fails to otherwise comply with the requirements of the Grant Agreement, Program, or sub-grant agreement. County and Grantee further retain all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
6. To the extent not prohibited by law, Sub-Grantee Business shall indemnify, defend and hold County harmless from all Claims incurred or asserted against County, which are alleged to have been caused by the acts or omissions of Sub-Grantee Business, including its employees, agents, contactors, or sub-contractors.
7. In no event shall County be liable to Sub-Grantee Business including its employees, agents, contactors, or sub-contractors, for any consequential, incidental, direct, indirect, exemplary, treble, special, punitive, or any other damages or Claims arising out of or related to the sub-grant agreement, Grant Agreement, the Program, or the Grant Funds. The Sub-Grantee Business, on its behalf and on behalf of its employees, agents, contractors, or subcontractors, agrees to not sue and to waive, release, and forever discharge the County from any and all

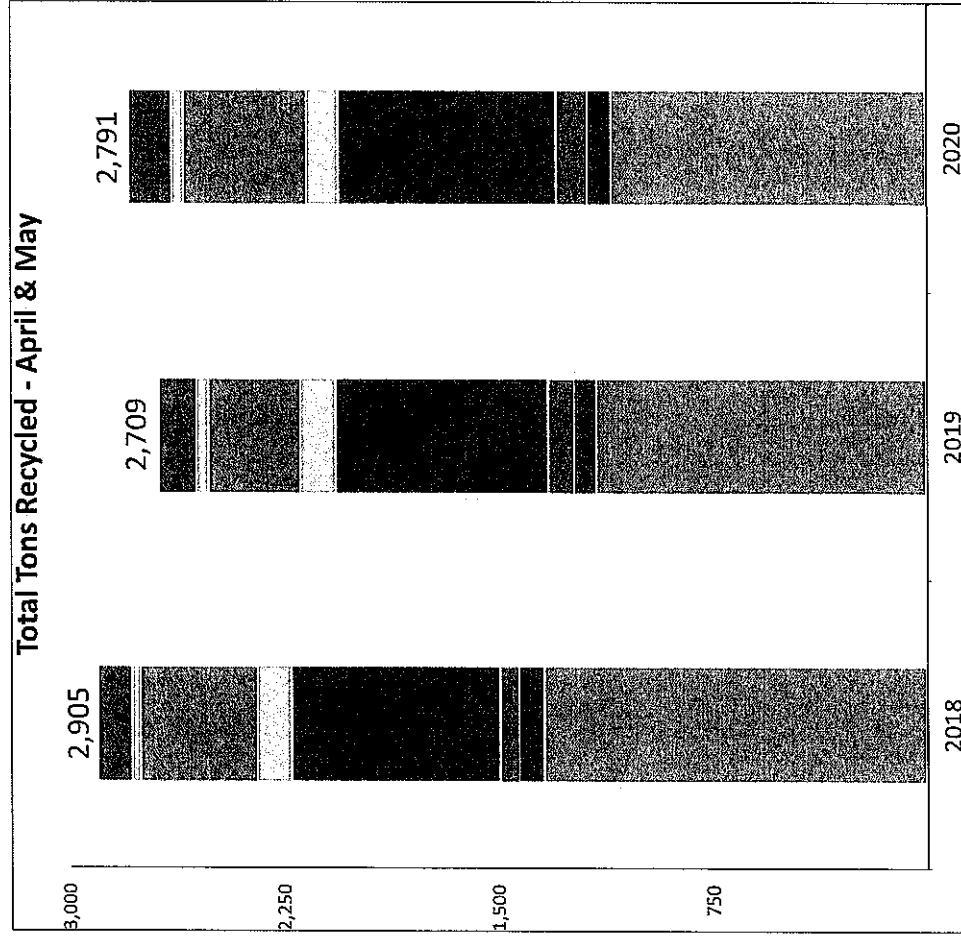
damages and Claims arising from or in any way connected to the Program, the Grant Funds, Grant Agreement, or the sub-grant agreement.

8. Sub-Grantee Business shall have and maintain adequate liability insurance to protect and cover itself from lawsuits, claims, demands, loss, and other damages claims.
9. Sub-Grantee Business shall have no rights or claims against County for indemnification, subrogation, or any other similar right or claim against County.
10. Sub-Grantee Business agrees that to the extent that any part of the aforementioned Grant Funds are deemed to be taxable, that Sub-Grantee Business agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld.
11. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*). To avoid any real or perceived conflict of interest, Sub-Grantee Business shall disclose to Grantee and County the identity of all Sub-Grantee Business employees or agents and all relatives of Sub-Grantee Business employees or agents who: a) are employed by the County or Grantee or are elected or appointed officials of the County or Grantee, on the date the sub-grant agreement is executed; and b) becomes employed or appointed by the County or Grantee or becomes an elected official of the County or Grantee during the term of the sub-grant agreement.
12. The Sub-Grantee Business shall maintain accurate books and records in connection with use of the Grant Funds or related to the Program for thirty-six (36) months after the Sub-Grantee Business expends the Grant Funds and shall provide Grantee and County with reasonable access to such books and records, upon request. At County's or Grantee's sole discretion, County or Grantee or an independent auditor hired by County or Grantee may perform grant audits during the term of the Program and for a period of three (3) years after final disbursement of Grant Funds under the sub-grant agreement.
13. Sub-Grantee Business shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Program.
14. Sub-Grantee Business shall not assign any of its rights or obligations regarding the Grant Funds to any person or entity. Grantee may assign any of its rights and remedies under the sub-grant agreement to County, upon request of the County.
15. The Program or any use, dispute, or claim related to or involving the Grant Funds shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, jurisdiction and venue shall be in the Sixth Judicial Circuit Court of the State of Michigan or the 50<sup>th</sup> District of the State of Michigan.
16. At the request of County, Sub-Grantee Business shall cooperate with County to promote the Program through one or more of the following methods: placement of a sign, plaque, media coverage, or other public presentation at the location of any Sub-Grantee Business receiving Grant Funds. The Sub-Grantee Business hereby authorizes and permits and grants a non-exclusive, irrevocable license to the County, without further notice and action required by the Sub-Grantee Business or the County, to use photographs, logos, published/printed information, and any other materials to promote or otherwise publicize the County, the Program, and/or the Sub-Grantee Business in any manner or form, including, but not limited to, in social media, press releases, advertisements, and/or publications of any nature.

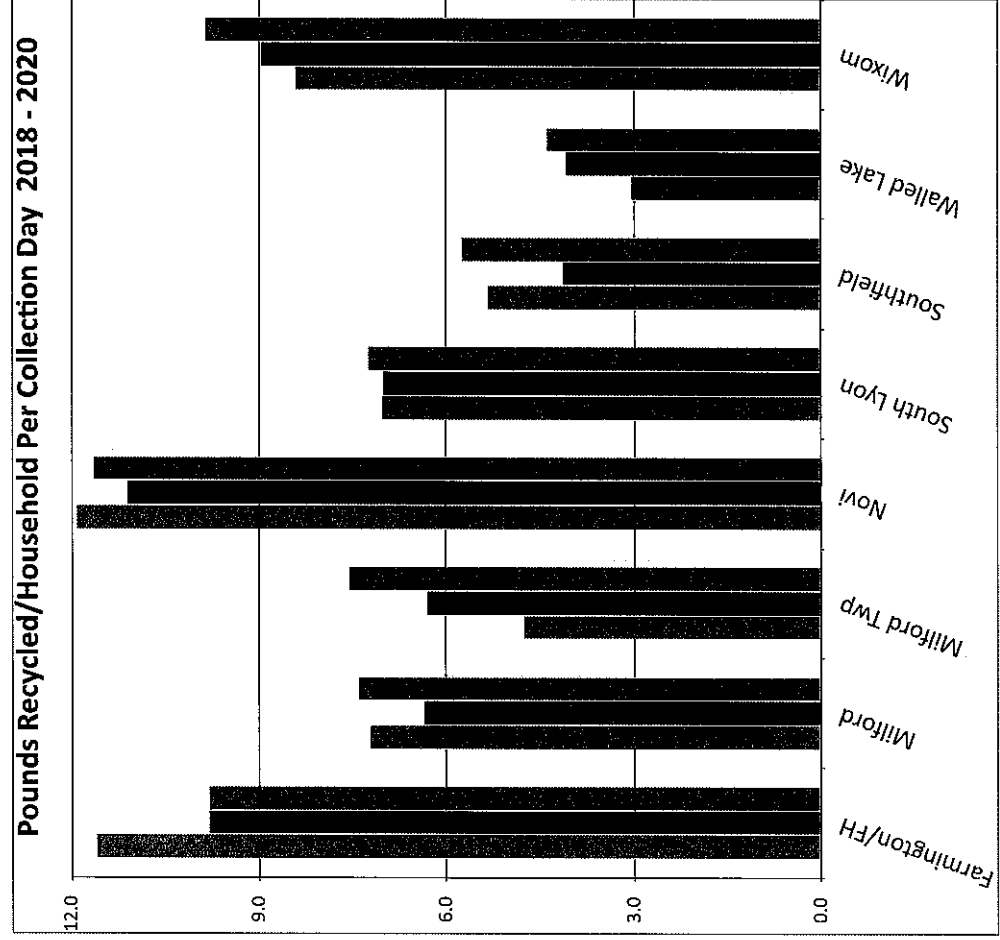
**Solid Waste and Recycling Generation**  
**Impact of Stay at Home 2020 during April & May**

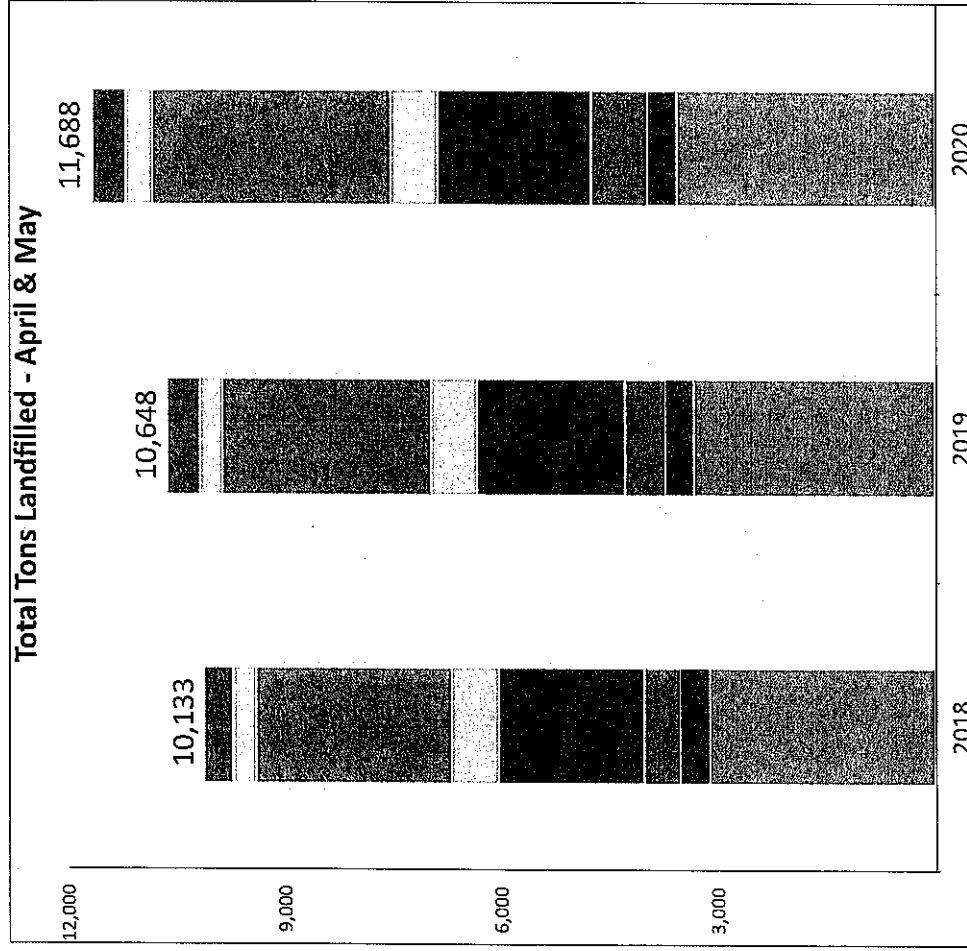


**R·R·R·A·S·O·C**

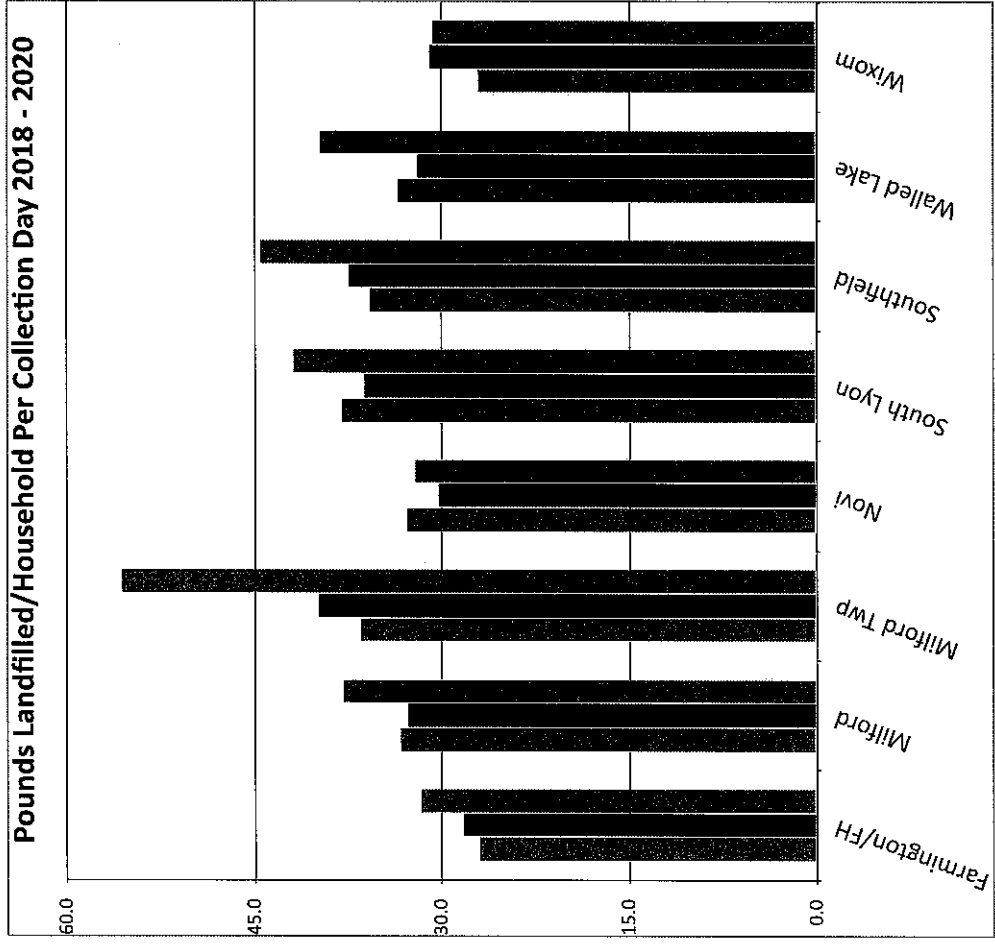


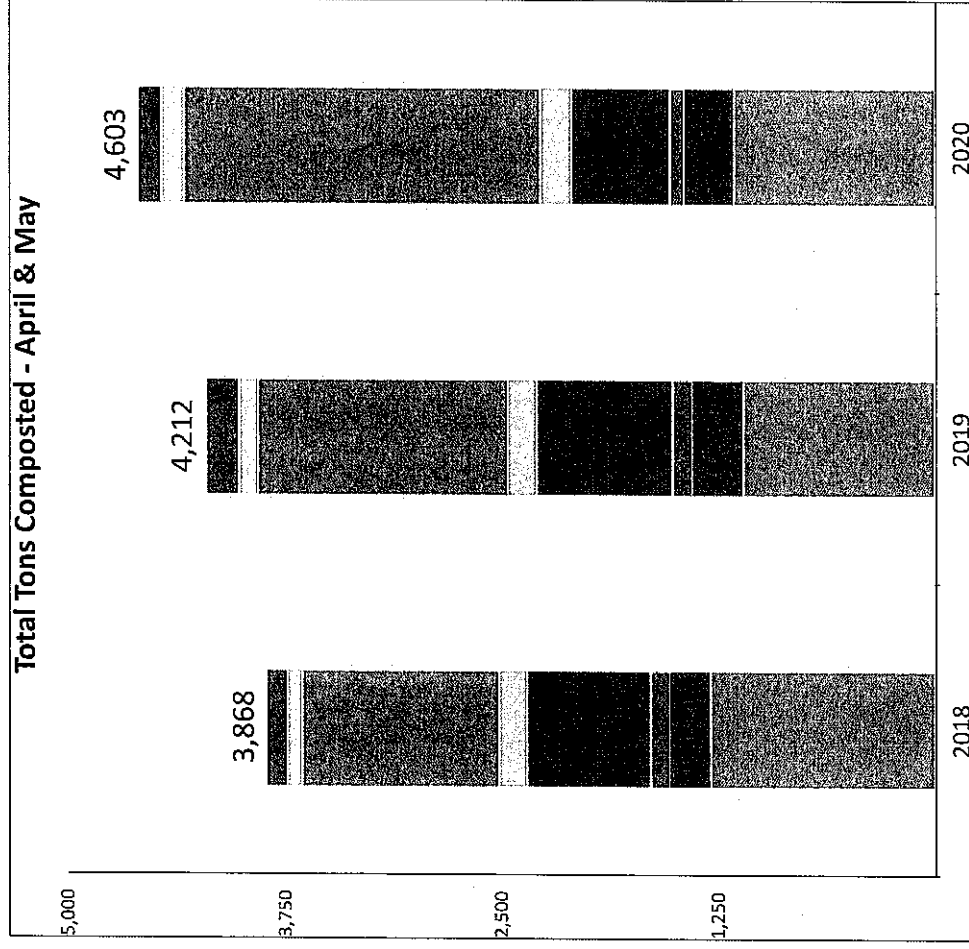


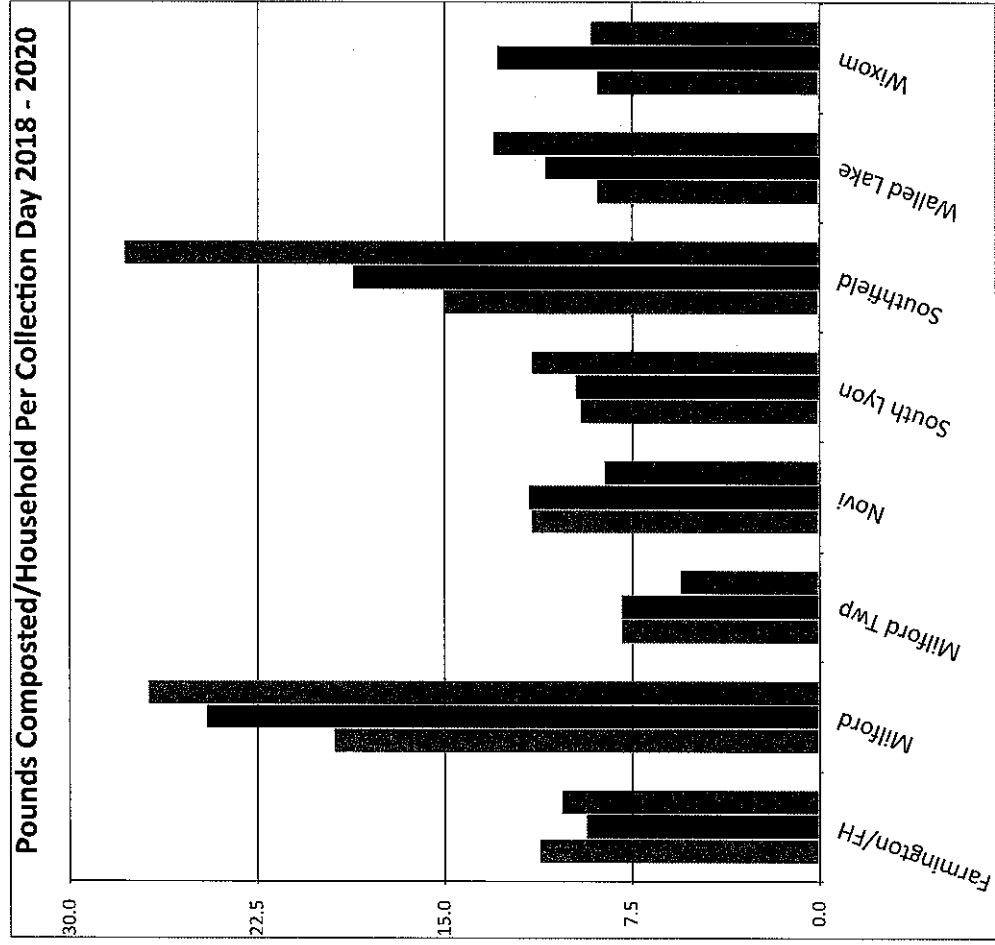




9.8% increase







Pounds / HH / Collection Day: % Change 2019 - 2020		Recycling	Refuse	Yard Waste
Farmington/Farmington Hills		0.1%	12.1%	10.5%
Milford		29.4%	15.9%	9.5%
Milford Township		19.7%	39.2%	-29.6%
Novi		4.9%	6.3%	-26.0%
South Lyon		3.4%	16.0%	18.0%
Southfield		39.4%	19.0%	49.1%
Walled Lake		7.7%	24.7%	19.3%
Wixom		9.9%	-0.8%	-29.2%