

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
March 28, 2016
7:00 P.M.**

MEETING CALLED TO ORDER: Mayor Pro-Tem Dennis Heidenfeldt

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES: Regular meeting minutes from March 14, 2016.

COMMUNICATIONS:

No communications.

APPROVAL OF WARRANT: Approval of Warrant #16-07 in the amount of \$86,900.05.

PUBLIC COMMENT (Five Minute Time Limit).

A. UNFINISHED BUSINESS:

1. **Discussion on City entrance/exit signs.**
2. **USDA/MDOT Update.**

B. NEW BUSINESS:

1. **Request from the Kiwanis Club to hold the Memorial Day Parade, May 30, 2016, and the closing of appropriate streets.**
2. **RESOLUTION 16-18: Bikin' for Burns.**
3. **RESOLUTION 16-19: Authorization for city manager to sign CSX Facility Encroachment Agreement.**

PUBLIC COMMENT (Five Minute Time Limit)

COUNCIL MEMBER AND STAFF COMMENTS

ADJOURNMENT

**PLEASE TURN OFF ALL CELL PHONES AND OTHER ELECTRONIC DEVICES PRIOR TO
THE MEETING.**

Ed Schmitz – 1026 South St. – Commended the City DPW on their work this winter on the roads.

Pam Vogt – 11976 Howell – Commented on the trees outside city hall that were removed.

Dan Davis – 1009 E. Mt. Morris St. – Commented on the current Police Department personnel changes, and his issues with current City Manager.

Dorothy Lindsey - 423 Spruce - Commented on city entrance/exit signs, and the city water bond. Would like to see the city just fix the current sign, and suggested the money be used to fix the city streets, and the internet be utilized more to reach out to the residence

Cody Fender – Gave a background of the City of Mt. Morris Police Department. Commented on personnel changes and morel within the department, budget and labor attorney fees.

Tim Elder - 567 Wilson Ave. - Commented on Police Department status, problems within the City, and the need for new leadership.

Dorothy Lindsey – 423 Spruce – Stated she agrees with Tim Elder’s comment, and this should be done sooner rather than later.

Dan Davis - 1009 E. Mt. Morris St. – Commented on the Saginaw St. improvement.

City Manager Elena Danishevskaya – Commented that she will not discuss personnel issues in a Council meeting, any employee issues are not meant to be discussed in an open forum. Commented on the interest from Mt. Morris Township to take over the City’s Police Department. Stated Mt. Morris Township was told that the city was not interested.

Council member Davis asked City Manager Elena Danishevskaya about Police Chief Becker being aware of the personnel changes.

City Manager Elena Danishevskaya stated that Police Chief Becker is aware of all personnel changes.

UNFINISHED BUSINESS:

1. Digital Sign Purchase.

After discussion there was no motion made.

2. Approve Budget Workshop for 7 p.m. on April 4th, 2016.

A motion was made by Council member Michaels and seconded by Council member Sullivan to approve Budget Workshop for 7 p.m. on April 4th, 2016.

All Ayes.

Motion carried.

3. USDA/MDOT Update.

City Manager Elena Danishevskaya went over the status of this project, informing Council of multiple permits that are on hold, start date time line, and deadlines.

Scott Hemeyer from ROWE presented Council with a project report, and an overview of the current status of the road and water project.

4. Discussion on City Entrance/Exit Signs.

Council member Heidenfeldt discussed the shape of the current city entrance/exit signs, and a possible contest for the design of new signs.

Jeff Roth – 11974 Howell – Commented on the information in manager report being available to the public.

Pam Vogt – 11976 Howell – Thanked Martin Lynch for all his comments, commented on the Police Chiefs involvement with the Police Department personnel changes.

Dan Davis – 1009 E. Mt. Morris – Welcomed James young to the Council, commented on the Mt. Morris St. resurfacing asked how it would affect downtown parking. Stated someone needs to be held responsible if the water and road project is not completed this year

Dorothy Lindsey - 423 Spruce St. – Commented on getting the City Council packet before coming to the meetings.

Sara Alexander – 805 Alexandrine Ave. – Commended the DPW on the great work on the roads, the City Clerk on the elections, and Police Department issues that were addressed at this meeting needing to be corrected.

Lillian Bigelow – 381 Oak St. – Commented on the success of the March elections, thanked everyone for coming out to vote, and for the City Clerks help.

Dan Davis – 1009 E. Mt. Morris – Commented on Police Chiefs involvement in Police Department personnel changes.

Martin Leach – 341 W. Mt. Morris – Commented on expansion of DDA boundary's, and possible tax increase for more city funding.

COUNCIL MEMBER AND STAFF COMMENTS:

Council member Michaels welcomed James Young to the Council.

Council member Davis – Welcomed James Young to the Council, asked Officer Grant if there was any unfinished work when he took over the department after Officer Fender.

Officer Grant answered “no, not at all” in regards to Council member Davis’s question in regards to Police department question.

Council member Davis asked City Manager Elena Danishevskaya if Officer Fender has been written out for any issues.

City Manager stated that no write up has been issued yet

Council member Davis asked when the City Manager when she spoke with the Police Chief Keith Becker in regards to Police Department issues, and stated she would be calling him.

City Manager Elena Danishevskaya stated that she had spoken with Police Chief Becker in regards to Police Department personnel issues.

Officer Grant gave a short background of his police career, and experience. Assured the Council that he is honored to have been asked by Chief Becker to fill this temporary appointment.

City Mayor Boyce A. Judkins – Commented on his meeting, and discussions with Officer Grant.

Fire Chief Michael Vogt – Commented on the public safety alert “Code Red”, does not approve Medical Marihuana facilities in the city, but would like to see a heavy emphasis on the inspection of these facilities. Commented on the capacity of the Council chambers, urged Mayor to have a backup location for future meetings. Commented on the DDA funds addressed by Tim Elder, and on not being in attendance at the budget workshop April 4th.

City Manager Elena Danishevskaya – Informed Council that the City Clerk will be gone from March 20th till March 25th attending MAMC Institute.

Council Minutes
March 14, 2016
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City Clerk Kristina Somers – Thanked all the election inspectors for a great election.

City Mayor Boyce A. Judkins – Thanked everyone for coming, and for all their concerns. Thanked James Young.

ADJOURNMENT:

With no further business, the Council Meeting was adjourned at **9:23 p.m.**

Kristina K. Somers, City Clerk

INVOICE APPROVAL LIST BY FUND REPORT

WARRANT #16-07

Date: 03/24/2016

Time: 12:15 pm

Page: 1

CITY OF MT.MORRIS

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General							
Dept: 000.000							
101-000.000-066.000	UNDISTRIBL						
	BLUE CARE NETWORK	160720057889	APRIL HEALTH INSURANCE	0	03/22/2016	03/22/2016	7,496.61
	HUMANA INSURANCE COMF	182087523	DENTAL & VISION INSURANCE	0	03/22/2016	03/22/2016	1,073.53
	UNUM LIFE INSURANCE CO.	0150244-001 5	LIFE & DISABILITY INSURANCI	0	03/22/2016	03/22/2016	750.18
							9,320.32
101-000.000-256.000	DEPOSITS F						
	JEAN/MICHALLE//		REFUND KEY DEPOSIT	0	03/22/2016	03/22/2016	25.00
							25.00
101-000.000-656.000	NARCOTICS						
	GEN CTY PROSECUTOR'S C	COMP #15-1187	FORFEITURE FEE	0	03/24/2016	03/24/2016	279.00
							279.00
Total Dept. 000000:							9,624.32
Dept: 190.000 ELECTIONS							
101-190.000-740.000	OPERATING						
	MASONIC TEMPLE		HALL RENTAL 3/8/16 ELECTIOI	0	03/22/2016	03/22/2016	250.00
							250.00
Total Dept. ELECTIONS:							250.00
Dept: 202.000 ASSESSOR							
101-202.000-801.000	PROFESSIC						
	LANDMARK APPRAISAL	4	4TH QUARTER SERVICES	0	03/24/2016	03/24/2016	2,975.00
							2,975.00
Total Dept. ASSESSOR:							2,975.00
Dept: 215.000 ADMINISTRATION							
101-215.000-740.000	OPERATING						
	PURCHASE POWER	8000-9000-0233-4567	POSTAGE	0	03/22/2016	03/22/2016	130.00
	SHRED-IT	9409715694	DOCUMENT SHREDDING	0	03/22/2016	03/22/2016	17.50
							147.50
101-215.000-874.000	RETIREE IN						
	BLUE CARE NETWORK	160720057889	APRIL HEALTH INSURANCE	0	03/22/2016	03/22/2016	6,551.47
	GENESEE COUNTY TREASURER	01.00.00.9010.70050.000	RETIREEES LIFE INSURANCE	0	03/22/2016	03/22/2016	22.00
							6,573.47
101-215.000-990.000	DEBT SERV						
	US BANK EQUIPMENT FINAN	299941310	COPIER LEASE	0	03/22/2016	03/22/2016	33.00
							33.00
Total Dept. ADMINISTRATION:							6,753.97
Dept: 253.000 TREASURER							
101-253.000-740.000	OPERATING						
	FIRSTMERIT BANKCARD CTXXX	XXXX XXXX 0247	OFFICE SUPPLIES	0	03/22/2016	03/22/2016	45.99
	PURCHASE POWER	8000-9000-0233-4567	POSTAGE	0	03/22/2016	03/22/2016	500.00
							545.99
101-253.000-957.000	CONFEREN						
	MMTA		INSTITUTE REGISTRATION	0	03/24/2016	03/24/2016	325.00
							325.00
Total Dept. TREASURER:							870.99
Dept: 265.000 CITY HALL & GRO							
101-265.000-740.000	OPERATING						
	MENARDS - CLIO	7987, 7497, 7270, 7257, 7297	MISCELLANEOUS SUPPLIES	0	03/22/2016	03/22/2016	56.57

INVOICE APPROVAL LIST BY FUND REPORT

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Date: 03/24/2016

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Page: 2

CITY OF MT.MORRIS

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							56.57
101-265.000-920.000	PUBLIC UTII						
	CONSUMERS ENERGY		UTILITY BILLS	0	03/22/2016	03/22/2016	247.05
	CONSUMERS ENERGY		UTILITY BILLS	0	03/22/2016	03/22/2016	641.53
							888.58
Total Dept. CITY HALL & GROUNDS:							945.15
Dept: 269.000 OTHER CITY PROF							
101-269.000-740.000	OPERATING						
	MENARDS - CLIO	7987, 7497, 7270, 7257, 7297	MISCELLANEOUS SUPPLIES	0	03/22/2016	03/22/2016	80.97
							80.97
101-269.000-920.000	PUBLIC UTII						
	CONSUMERS ENERGY		UTILITY BILLS	0	03/22/2016	03/22/2016	32.99
							32.99
Total Dept. OTHER CITY PROPERTY:							113.96
Dept: 305.000 POLICE DEPARTM							
101-305.000-740.000	OPERATING						
	FIRSTMERIT BANKCARD CTXXXX XXXX XXXX 0247		OFFICE SUPPLIES	0	03/22/2016	03/22/2016	52.99
	MENARDS - CLIO	7987, 7497, 7270, 7257, 7297	MISCELLANEOUS SUPPLIES	0	03/22/2016	03/22/2016	9.99
	MIHAILOFF/KEVIN//		REIMBURSE FOR OFFICE CAL	0	03/24/2016	03/24/2016	40.00
	PURCHASE POWER	8000-9000-0233-4567	POSTAGE	0	03/22/2016	03/22/2016	125.00
	SHRED-IT	9409715694	DOCUMENT SHREDDING	0	03/22/2016	03/22/2016	17.50
							245.48
Total Dept. POLICE DEPARTMENT:							245.48
Dept: 336.000 FIRE DEPARTMEN'							
101-336.000-714.800	FRINGE BENEFIT						
	LINCOLN NATIONAL LIFE INSURANCE	INF-SAMOUN-BL-1145264	FIREMAN'S LIFE INSURANCE	0	03/22/2016	03/22/2016	68.94
							68.94
101-336.000-740.000	OPERATING						
	DOUGLASS SAFETY SYSTEMS	37972	SCBA PARTS	0	03/22/2016	03/22/2016	174.20
	GENESEE TOWNSHIP TREASURY	#2016FITTESTER	MIOSHA FIT TEST	0	03/22/2016	03/22/2016	108.78
							282.98
Total Dept. FIRE DEPARTMENT:							351.92
Dept: 441.000 PUBLIC WORKS							
101-441.000-740.000	OPERATING						
	LEO'S SAW SHOP	165219	BAR FOR TREE TRIMMER	0	03/22/2016	03/22/2016	31.95
	LONNIE'S SMALL ENGINE REPAIR	031616-1 & 021816-2	PARTS	0	03/22/2016	03/22/2016	89.74
	MENARDS - CLIO	7987, 7497, 7270, 7257, 7297	MISCELLANEOUS SUPPLIES	0	03/22/2016	03/22/2016	24.92
							146.61
101-441.000-920.000	PUBLIC UTII						
	CONSUMERS ENERGY		UTILITY BILLS	0	03/22/2016	03/22/2016	791.38
							791.38
101-441.000-923.000	DRAINS-AT-						
	GENESEE COUNTY DRAIN COMMISSION	GCDC2016-0017	NPDES PHASE II	0	03/22/2016	03/22/2016	402.17
							402.17
Total Dept. PUBLIC WORKS:							1,340.16
Dept: 738.000 LIBRARY							
101-738.000-740.000	OPERATING						
	MENARDS - CLIO	7987, 7497, 7270, 7257, 7297	MISCELLANEOUS SUPPLIES	0	03/22/2016	03/22/2016	28.46
							28.46

INVOICE APPROVAL LIST BY FUND REPORT

WARRANT #16-07

Date: 03/24/2016

Time: 12:15 pm

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CITY OF MT.MORRIS

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
591-537.000-921.000	COST OF SE GENESEE COUNTY DRAIN C	W57 MM0316	FEBRUARY WATER USAGE	0	03/24/2016	03/24/2016	48,366.14
							48,366.14
591-537.000-990.000	DEBT SERV FORD CREDIT MUNICIPAL FI	1238266	LEASE PAYMENT	0	03/22/2016	03/22/2016	8,310.33
							8,310.33
591-537.000-995.000	DEBT INTEF FORD CREDIT MUNICIPAL FI	1238266	LEASE PAYMENT	0	03/22/2016	03/22/2016	1,106.61
							1,106.61
591-537.000-999.000	PAYING AGE THE BANK OF NEW YORK M	252-1931124	PAYING AGENT FEE	0	03/22/2016	03/22/2016	375.00
							375.00
							Total Dept. WATER DISTRIBUTION: 58,649.57
Dept: 539.000 WATER REPAIR							
591-539.000-740.000	OPERATING ETNA SUPPLY COMPANY	S101748340.001	CURB BOX PART	0	03/22/2016	03/22/2016	53.00
	LONNIE'S SMALL ENGINE RE	031616-1 & 021816-2	PARTS	0	03/22/2016	03/22/2016	220.94
							273.94
							Total Dept. WATER REPAIR: 273.94
							Total Fund Water Fund: 59,709.10
Fund: 592 Sewer Fund							
Dept: 215.000 ADMINISTRATION							
592-215.000-740.000	OPERATING PURCHASE POWER	8000-9000-0233-4567	POSTAGE	0	03/22/2016	03/22/2016	125.00
							125.00
592-215.000-874.000	RETIREE IN BLUE CARE NETWORK	160720057889	APRIL HEALTH INSURANCE	0	03/22/2016	03/22/2016	570.60
	GENESEE COUNTY TREASUR	01.00.00.9010.70050.000	RETIREES LIFE INSURANCE	0	03/22/2016	03/22/2016	11.00
							581.60
592-215.000-990.000	DEBT SERV US BANK EQUIPMENT FINAN	299941310	COPIER LEASE	0	03/22/2016	03/22/2016	33.00
							33.00
							Total Dept. ADMINISTRATION: 739.60
							Total Fund Sewer Fund: 739.60
							Grand Total: 86,900.05

This Warrant is hereby approved and directed for payment.

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk

B1

Clerk

From: Adam Martin <adam@martinfuneralhome.com>
Sent: Friday, March 11, 2016 11:33 AM
To: Clerk
Subject: Kiwanis Memorial Day Parade Request 2016
Attachments: Scannable Document on Mar 11, 2016, 11_27_26 AM.pdf

Hello,

This is a request to be added to the City Council agenda to seek the city's approval to host the Memorial Day Parade once again this year.

The parade will take place on Memorial Day, May 30, 2016, and begin at 10:00am.

The parade will require that Saginaw St.. be closed from the north to the south city limits, and will procede south on Saginaw St., concluding in St. Mary's Church parking lot.

Attached you will find the requested Certificate of Liability Insurance from the Kiwanis Club.

Thanks again for all you do and please do not hesitate if you have any questions.

With regards,

--

Adam Miles Martin, LFD, CFSP, CMFP, CPC, MAPP
President

Phone: (810) 686-2210

Fax: (810) 686-0317

Website: www.martinfuneralhome.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis IN 46280		CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 E-MAIL: kiwaniscert@hylant.com ADDRESS:		FAX (A/C, No): 317-817-5151
INSURED KIWAN03 Kiwanis International, All Clubs and Their Members Kiwanis Club of Mt. Morris PO Box 536 Mt. Morris, MI 48458 <i>Robin Stewart 8102877641</i>		INSURER(S) AFFORDING COVERAGE INSURER A : Lexington Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 19437

COVERAGES

CERTIFICATE NUMBER: 1281222214

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		013136005	11/1/2015	11/1/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		013136005	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Aggregate \$3,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention		013136005	11/1/2015	11/1/2016	All Claims \$75,000

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

Memorial Day Parade, May 30, 2016 from 7:00 a.m. until noon. Location of parade is down Saginaw Street from city limits to city limits, City of Mt. Morris, both sides of street.

CERTIFICATE HOLDER

City of Mt. Morris
 11649 N. Saginaw St
 Mt. Morris, MI 48458

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

**CITY OF MT. MORRIS
RESOLUTION 16-18**

WHEREAS: Abate of Michigan-Region 20 is hosting the 16th Annual Bikin' For Burns event which is scheduled for Saturday, May 7th, 2016, between 12:00 noon and approximately 3:00 p.m., and consists of a police escorted 40 mile motorcycle parade; and

WHEREAS: The proposed route includes Mt. Morris Road from city limit to city limit in the City of Mt. Morris and request has been made for appropriate action by the City to accommodate this event; and

NOW THEREFORE BE IT RESOLVED:

That this Council does hereby:

Authorize the inclusion of the entire length of Mt. Morris Road within the Bikin' For Burns parade route, provided the Association furnishes to the City a certificate of insurance with the City of Mt. Morris as a named insured in a form acceptable to the City Attorney and Manager, as follows:

Bodily injury liability, each accident	\$1,000,000
Property damage liability, each accident	\$ 100,000

Authorize the City Manager to take any and all action with respect to signs, banners, and other advertising materials in connection with said event, allowing the same on such terms and conditions as he deems appropriate and does, further, authorize the Manager to impose such regulations and restrictions upon said parade as he deems appropriate;

Authorize such additional police and other manpower as may be necessary to assure public safety and good order.

Moved by Council member _____, seconded by Council member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, March 28, 2016 at 7:00 p.m.

_____ Yea _____ Nay _____ Absent

Boyce A. Judkins, Mayor

Kristina Somers, City Clerk

16th ANNUAL BIKIN' FOR BURNS

One of Genesee County's Largest Motorcycle Events

**POLICE
ESCORTED RIDE
MAY 7th!!**



Pre-Registration Begins
April 1st @ Top End Cycle
G-3360 South Dort Hwy.,
Burton, Mi 810-743-0100

Friday, May 6, 2016: Pre-Party 6pm - 12am

At Shrine Circus Park, 4240 West Wilson Road, Clio, Mi
Music, Food, Vendors, Beer Tent.

Saturday, May 7, 2016: Escorted Ride & Party

Registration 10am-Noon at Dort Federal Event Center
3501 Lapeer Road (I-69 @ Center Road Exit), Flint, Mi
Music, Food, Vendors, Beer Tent, Auction, Bike Show.

\$10 Per Person.

Kids under 12 are Free

and must be off premises by 9pm.

Trophy Girl & Guy Contests at 10pm Fri. & Sat.

For More info call Steve (General): 810-471-5588 or
mmcwminc@yahoo.com, www.abatemichregion20.com or the EVENTS
page on Facebook: Abate of Michigan Region20. All Proceeds to Benefit
Genesee Fire Department.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Brouwers Agency, LLC 1801 Breton Rd SE ~ Ste B Grand Rapids, MI 49506	CONTACT NAME: Paul Brouwers, AAI	
	PHONE (A/C, No, Ext): (866)359-0970	FAX (A/C, No): (866)814-1643
	E-MAIL ADDRESS: paul@brouwersagency.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: NSI	NAIC # 15350
	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 00000000-320200** **REVISION NUMBER: 8**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WVD						
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR AGGREGATE LIMIT APPLIES PER: .ICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC IER: GE <input checked="" type="checkbox"/>	Y		NSP1403927	01/14/2015	01/14/2016	EACH OCCURRENCE	\$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	2,000,000
							PRODUCTS - COMP/OP AGG	\$	2,000,000
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
								\$	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	

	DED	RETENTION \$									\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N							PER STATUTE	OTHER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				N / A						E.L. EACH ACCIDENT		\$
										E.L. DISEASE - EA EMPLOYEE		\$
										E.L. DISEASE - POLICY LIMIT		\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **For**
Bikin' For Burns Event 5/6/2016-5/7/2016

City of Mt. Morris
11649 N Saginaw St
Mount Morris, MI 48458

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

AUTHORIZED REPRESENTATIVE

(PAB)

CERTIFICATE HOLDER
 ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

CANCELLATION



BIKIN' FOR BURNS PARADE ROUTE
MAY 7, 2016
DEPARTURE DORT FEDERAL EVENT CENTER: 12:00PM
ARRIVAL AT SHRINER'S CIRCUS PARK; 1:00 – 2:30PM

1. East on Lapeer Road
2. North on Genesee Road
3. West on Mt. Morris Road
4. North on Clio Road
5. Left on Wilson Road to Shriner's Circus Park

**CITY OF MT. MORRIS
RESOLUTION 16-19**

WHEREAS: In connection with the City’s Saginaw Street water main replacement project the city has to obtain a permit from CSX Railroad; and

WHEREAS: CSX Railroad requires the Facility Encroachment Agreement to be signed prior to them issuing a permit to the city; and

NOW THEREFORE BE IT RESOLVED:

1. That this Council does hereby approve the Agreement provided by CSX Railroad and the terms set forth in the Facility Encroachment Agreement attached hereto; and
2. Does hereby authorize the City Manager to sign and execute the Facility Encroachment Agreement in connection with obtaining the permit.

Moved by Council member _____, seconded by Council member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, March 28, 2016 at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Boyce A. Judkins, Mayor

Kristina Somers, City Clerk

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of March 18, 2016, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF MOUNT MORRIS, a municipal corporation, political subdivision or state agency, under the laws of the State of Michigan, whose mailing address is 11649 Saginaw Street, Mount Morris, Michigan 48458, hereinafter called "Licensee," WITNESSETH:

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

1. One (1) twelve inch (12") diameter pipeline crossing, solely for the conveyance of potable water, located at or near Mount Morris, Genesee County, Michigan, Milepost CC-25.95;

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

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

1. LICENSE:

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

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

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

(C) Compliance by Licensee with the terms and conditions herein contained;

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

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

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

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nominal Encroachment Fee of One AND 00/100 U.S. DOLLARS (\$1.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

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

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

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

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

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

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

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

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

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

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

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

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

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

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

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

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

5. MARKING AND SUPPORT:

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

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

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

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

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

6. TRACK CHANGES:

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

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

7. FACILITY CHANGES:

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

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

8. INTERFERENCE WITH RAIL FACILITIES:

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

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

9. RISK, LIABILITY, INDEMNITY:

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

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

hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

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

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

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

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

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

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

10. INSURANCE:

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

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

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

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

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

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

Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

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

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

11. GRADE CROSSINGS; FLAGGING:

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

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

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

12. LICENSOR'S COSTS:

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

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

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

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

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

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

14. TERMINATION, REMOVAL:

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

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to

Licensors, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

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

a. For non-emergencies, Licensee shall complete and submit Licensor's Outside Party Number Request Form (Form # OP) by facsimile, to facsimile numbers: (904) 245-3692. Licensee may also scan and email a completed form to email address: OP_Request@csx.com. A blank form, as well as additional instructions and information, can be obtained from Licensor's web site, via web link: <http://www.csx.com>.

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 810-577-0074 - DPW Director
810-686-4400 - Police Dept.

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

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

16. ASSIGNMENT:

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

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

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

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

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

17. TITLE:

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

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

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

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based

upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

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

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

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

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

18. GENERAL PROVISIONS:

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

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

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

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

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

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

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

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

19. RESERVED:

20. RESERVED:

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

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type

Name: _____

Print/Type

Title: _____

Witness for Licensee:

CITY OF MOUNT MORRIS

By: _____

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

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated: _____