



City of the Village of Clarkston
375 Depot Rd
Clarkston, Michigan 48346
City Council Regular Meeting

09 14 2020

City Council Meeting

Mon, Sep 14, 2020 7:00 PM - 9:00 PM (EDT)

You may join the meeting from your computer, tablet or smartphone using the following link: <https://global.gotomeeting.com/join/346095429>

Or you may call-in to the meeting using the following toll-free phone number and access code: (866) 899-4679 , Access Code: 346-095-429

1. Call To Order
2. Pledge Of Allegiance
3. Roll Call
Mayor Haven, Avery, Bonser, Casey, Kneisc, Luginski, Wylie
4. Approval Of Agenda - Motion
5. Public Comments:
Individuals have the opportunity to address the City Council on subjects not on the Agenda, limiting their comments to three minutes. Alternatively, public comments may be emailed to City Manager Jonathan Smith @ smithj@villageofclarkston.org or City Clerk Jennifer Speagle @ speaglej@villageofclarkston.org and they will be read out loud during this time. If preferred, comments may be stated or submitted anonymously.
6. FYI:
7. City Manager Report
Documents:

[CITY MGR REPORT 09 14 2020.PDF](#)
8. Acceptance Of The Consent Agenda As Presented - Motion
Minutes and Treasurer's Report
Treasurer Report ending 09 14 2020
Minutes
Final 08 10 2020
Draft 08 24 2020

Documents:

[09 14 2020 CONSENT AGENDA.PDF](#)
9. Old Business

9.a. Resolution: Oakland Macomb Interceptor

Documents:

[RESOLUTION OAKLAND MACOMB INTERCEPTOR DRAIN ASSESSMENT
09 14 2020.PDF](#)

9.b. Discussion: Short-Term Rentals

9.c. Discussion: Council Agenda Setting Procedure

Documents:

[DISCUSSION COUNCILMEETINGAGENDAPROCEDURES2 09 14 2020.PDF](#)

9.d. Discussion: DNR Agreement

Documents:

[DISCUSSION DNR DEVELOPMENT AGREEMENT 09 14 2020.PDF](#)

9.e. Discussion: Middle Lake Access From White Lake Road

10. New Business

10.a. Resolution: Parking Lot Sealcoating

Documents:

[RESOLUTION PARKING LOT MAINTENANCE 09 14 2020.PDF](#)

10.b. Discussion: Match-On-Main Agreement

Documents:

[DISCUSSION MEMO MATCHONMAIN 09 14 2020.PDF](#)
[DISCUSSION MATCHONMAIN AGREEMENT 09 14 2020.PDF](#)

10.c. Motion: SEMCOG Delegate

Documents:

[MOTION SEMCOG DELEGATE 09 14 2020.PDF](#)

10.d. Motion: Annual Tootsie Roll Drive

Documents:

[MOTION ANNUAL TOOTSIE ROLL DRIVE 09 14 2020.PDF](#)

11. Adjourn

Only those matters that are on the agenda are to be considered for action.

City of the Village of Clarkston
City Manager Report
September 14, 2020

City Hall Building Dedication and Open House

We will be holding a Building Dedication and Open House event on Monday, September 21st, from 6:00 to 8:00 PM. All residents, business owners and associates and, of course, our building contractors are invited. While our landscaping is not yet in place, the building is fully functional and we're excited to share it with the community. There will be a short dedication ceremony at 6:30 and refreshments will be served. I hope you will attend!

City-Wide Letter

Attached is a letter I have prepared to send via U.S. Mail to every resident and business owner, asking for their email address so that they may be added to my weekly Communication email, asking them to complete the 2020 Census, and inviting them to the City Hall Building Dedication and Open House.

Depot Park Clean-Up Day

The annual Depot Park Clean-Up Day is scheduled for Saturday, September 19th from 9AM to Noon. Several projects have been lined up for the day, ranging from weeding in the park, cleaning in and around the Mill Race, and installing landscaping mats around our young trees. Volunteers are desperately needed, so I hope you will join us!

Bowties Car Club Show

Another annual event – the Bowties Car Club Show – is also scheduled for Saturday, September 19th in Depot Park, from 2:00 to 5:00 PM. Come enjoy the beautiful array of vintage and antique cars!

August Michigan Revenue Sharing Payment

I'm happy to report that we've received new news from the State that the City will receive most of the normal August Revenue Sharing payment after all. We had previously been informed that the entire payment of approximately \$13K would not be made in August but have since learned that the largest portion of the payment – the constitutional payment – would not change and only the smaller statutory payment was being replaced with a payment from the Federal CARES Act. Both payments were received at the end of August.

Large Tree in Depot Park Falls

A very large Poplar tree recently fell in Depot Park on a busy Saturday morning. Fortunately, nobody was injured nor were there any damages to facilities in the park. An arborist from Owens Tree Service met with the Tree Committee and DPW Director Jimi Turner this week to evaluate other trees in the park and throughout the City that may be high-risk. Two trees on E. Washington were identified as candidates for immediate removal.

Project Status Updates:

1. In-Person Meetings: Research on the technology and hardware needed continues.
2. Speed Signs on Main Street: HRC is preparing the street drawings required by MDOT for our permit.
3. Paving of N. Holcomb: The Road Commission is updating the timing and cost estimates for this work.
4. Handicap Parking on East Washington: HRC will be reevaluating where Handicap spaces could be added.
5. City Hall Rear Storage Area: Two slab and 1 fence quote obtained, seeking others.
6. East Alley Storm Drain Repair: HRC developing specifications that can be used for obtaining cost estimates.
7. Single Trash Hauler Proposal: On hold during COVID, but making efforts to restart this investigation.
8. City Sign Replacement: Contractor approved to start, 50% deposit to be mailed 9/15 (in consent agenda).
9. City Hall Driveway: Parking space marking and signage to be installed in next two weeks.
10. Annual Financial Audit: Analysis starts next week.
11. Road Crack Fill: Seeking bids for Fall applications.
12. City Tree Trimming & Removal: Work started this week, to continue throughout September.
13. Tree Stump Grinding: Bulk-rate quote received, seeking others to do work this Fall.
14. White Lake Road Bridge: Erosion mitigation complete, seeking fencing bids.
15. Deteriorated Split-Rail Fence on Waldon: To be replaced this week by DPW.
16. Easement Flooding on Miller Road: Drainage basin and stone parking easement to be installed by DPW.
17. Home Maintenance Ordinance Violations: 5 homeowners notified, progress being monitored.
18. Sidewalk Flag Replacements: Inventory of needed replacements being developed, timing TBD.

Respectfully submitted,

**Jonathan Smith,
September 11, 2020**



CITY OF THE VILLAGE OF CLARKSTON

375 Depot Road
Clarkston, MI 48346-1418
Phone 248 • 625-1559
Fax 248 • 625-3770

September 14, 2020

To: All Clarkston Residents and Business Associates

Subject: City-Wide Communication

Hello!

I am writing this letter to you today – the first time I have written a City-wide letter - for three reasons and I hope that you will take the time to read it.

If you were not aware, for the last 18 months I've been sending a weekly Communication email to about 100 of our residents and business owners to keep them up to date on activities in the City. Some of the weekly updates are as simple as a reminder for an upcoming concert or other event in the City. Other times, the weekly email fulfills a more critical need to share information that all property owners in the City should be aware of, such as an important City Council meeting, road closing or safety-related matter. So, **the first reason I'm writing to you today is to ask you to consider providing your email address to me so that I may include you on my weekly communication email. You can simply email, text or call me with your email address.** You have my sincere assurance that your email address will only be used for purposes of City-related communication and if at any time you wish to unsubscribe from this communication, simply let me know.

The second reason for the letter is to ask – maybe a better word is *beg* – that you complete the 2020 Census survey if you haven't already. There is a *direct* correlation between census response rates and the financial assistance the City receives from the State of Michigan. As of today, 65.5% of Americans, 70.4% of Michiganders, 79% of Oakland County residents and 80.3% of City residents have completed the survey. Clearly, we're doing better than most, but we're still hopeful that we can reach our goal of 100% participation! Please help our community by taking a few minutes to complete this important survey. You can complete the paper survey mailed to you or you can visit the Census website www.my2020census.gov. If you have questions or need assistance, please call the City Office.

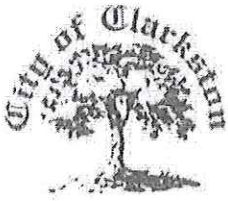
The final reason for the letter is to invite you to a City Hall Building Dedication and Open House event coming up on Monday, September 21st. Many local people have worked hard to build virtually a brand-new City Hall at a fraction of the cost. The Open House will be from 6:00 to 8:00 PM, with a short dedication at 6:30. Come join us in the celebration and tour the new facility, which I'm confident you will agree, is a great enhancement to our community! (Please wear a mask and maintain social distancing!)

Thank you and, as always, feel free to contact me with any questions or concerns you may have.

Respectfully,

Jonathan Smith

City Manager, City of the Village of Clarkston
375 Depot, Clarkston, MI 48346
smithj@villageofclarkston.org
Office: (248) 625-1559, Cell: (248) 909-3380



City of the Village of Clarkston
Artemus M. Pappas Village Hall
375 Depot Road
Clarkston, Michigan 48346
City Council Regular Meeting Minutes
08 10 2020 Final Minutes

8/10/2020 - Minutes

1. Call To Order
By Mayor Pro Tem Sue Wylie @ 7:02pm

2. Pledge Of Allegiance

3. Roll Call

Mayor Haven, Wylie, Avery, Bonser, Kneisc, Luginski - Present. Casey - Absent

4. Approval Of Agenda - Motion

Motion by Lunginski Second by Bonser to Approve the Agenda as presented.

Haven, Wylie, Avery, Bonser, Kneisc, Luginski - Yes. Motion Carried.

5. Public Comments:

Resident Chet Pardee inquired about missing Council minutes on the City's website prior to 2017. Clerk Speagle committed to restoring these documents by August 14th, 2020

6. FYI:

7. City Manager Report

8. Acceptance Of The Consent Agenda As Presented - Motion

Motioned by Avery Second by Kneisc to accept the Consent Agenda as presented.

Haven, Wylie, Avery, Bonser, Kneisc, Luginski - Yes. Motion Carried.

9. Old Business

- 9.a. Discussion: Election Updates

10. New Business

- 10.a. Resolution: Depot Park Treatment Of Buckthorn

Resolved by Haven Second by Wylie to authorize the City Manager to contract with Cardno for the treatment of the Buckthorn invasive species in the Depot Park wetlands, with \$2,000 to be funded from Friends of Depot Park (401-265-728.000) and \$2,000 to be funded from Professional & Contractual Services (401-901-805.001)

Haven, Wylie, Avery, Bonser, Kneisc, Luginski - Yes. Motion Carried.

11. Adjourn

Motion by Avery Second by Luginski to adjourn @ 7:58pm

Haven, Wylie, Avery, Bonser, Kneisc, Luginski - Yes. Motion Carried.

Respectfully Submitted by Jennifer Speagle, City Clerk.



City of the Village of Clarkston
Artemus M. Pappas Village Hall
375 Depot Road
Clarkston, Michigan 48346
City Council Regular Meeting Minutes
08 24 2020 **Draft Minutes**

8/24/2020 - Minutes

1. Call To Order
By Mayor Haven @ 7.02pm

2. Pledge Of Allegiance

3. Roll Call

Mayor Haven, Avery, Bonser, Casey, Kneisc, Luginski, Wylie - Present

4. Approval Of Agenda - Motion

Motion by Wylie Second by Casey to approve the Agenda as presented.

Haven, Avery, Bonser, Casey, Kneisc, Luginski, Wylie - Yes. Motion Carried

5. Public Comments:

6. FYI:

7. City Manager Report

8. Acceptance Of The Consent Agenda As Presented - Motion

Motion by Wylie Second by Avery to accept the Consent Agenda as presented.

Haven, Avery, Bonser, Casey, Kneisc, Luginski, Wylie - Yes Motion Carried.

9. Old Business

9.a. Presentation: Oakland Macomb Interceptor

Presentation by Independence Township DPW Director Dave McKee regarding the Oakland-Macomb Interceptor Drain (OMID) Extension and Improvement Plan.

9.b. Discussion: Short-Term Rentals

Per the Memorandum from City Atty Tom Ryan sighting Reaume v Township of Spring Lake it is of his opinion that Short-term rentals are not allowed in R-1 Zones. Ed Bonser asked when can presentation be brought to Council for Short term rental consideration. Wiley and Luginski stated that it should be sent to Planning Commission first. Al Avery stated that Short Term Rental should be sent to Planning Commission with some direction from Council and asked how do we inforce the fact that Short Term Rentals are not allowed at this time. City Atty Tom Ryan suggested that Carlisle Wortman be brought in when discussing Short Term Rentals

9.c. Resolution: City Sign Project Funding

Motion by Haven Second by Luginski to Authorize the City Manager to contract with ASI Signage to fabricate and install the previously approved Welcome, Directional and Wayfinding signage in the City at a cost of \$32,758 to be paid from the City General Fund. (Surplus balance of two Special Assessment Districts closed last year)

Haven, Bonser, Casey, Luginski - Yes. Avery, Kneisc, Wylie - Resolution is adopted.

10. New Business

10.a. Motion: Andrew Herrmann Eagle Scout Project

Motion by Haven Second by Wylie to allow Andrew Herrmann from Boy Scout Troop 189 to install Bat Houses in Depot Park for his Eagle Project.

Haven, Avery, Bonser, Casey, Kneisc, Luginski, Wylie - Yes Motion Carried

10.b. Discussion: Plan For Returning To In-Person Meetings

Tom Ryan offered to provide to the City Manager a contract at a small Municipality currently holding hybrid meetings (In-Person and Online)

10.c. Discussion: Council Agenda Setting Procedure

After Discussion on how and who sets and approves what is placed on the Council Meeting Agenda's, Councilwoman Sue Wylie and Clerk Jennifer Speagle have volunteered to research comparable communities and build an Agenda Setting Procedure.

10.d. Motion: Request Planning Commission To Research A Social District

Motion By Wylie Second by Bonser to establish a Committee of 1PC Member (Rich Little) and 1-2 Council Members (Sue Wylie and Jason Kneisc) to Study a Social District by conducting interviews with each Business owner to gauge willingness to participate and get feedback on business value and acceptance. Understand and document the steps, level of effort and time duration necessary to set up a Social District. The Committee will bring back their findings to Council and let them decide on whether or not to have pursue Social District.

Haven, Avery, Bonser, Casey, Kneisc, Luginski, Wylie - Yes Motion Carried

10.e. Resolution: White Lake Rd Invasive Species Sign

Motion by Wylie Second by Casey to authorize the City Manager to pay IZone Imaging a not-to-exceed amount of \$900.00 to manufacture a sign one (1) 24" x 36" CHPL sign to be funded by the Park Materials account (101-265-728.000)

Haven, Avery, Bonser, Casey, Kneisc, Luginski, Wylie - Yes. Resolution is Adopted.

11. Adjourn

Motion by Casey Second by Bonser to adjourn at 8:57pm

Haven, Avery, Bonser, Casey, Kneisc, Luginski, Wylie - Motion Carries

Respectfully Submitted by Jennifer Speagle, City Clerk.

TREASURER'S REPORT FOR CITY COUNCIL MEETING:

9/14/2020

Treasurer's Report:

I. Disbursements from 08/1/2020-08/31/2020

| | | |
|-----------------------------|----|-------------------|
| 101 General Fund - | \$ | 40,288.61 |
| 202 Major Streets - | \$ | 161.91 |
| 203 Local Street | \$ | 59.88 |
| 231 Parking Meter Fund | \$ | 218.70 |
| 236 Friends of Depot Park | \$ | - |
| 295 Mill Pond Lake - | \$ | - |
| 301 2012 GO Bond Debt | \$ | - |
| 305 2007 GO Bond Debt | \$ | - |
| 401 Capital Projects Fund - | \$ | 1,559.48 |
| 590 Sewer Fund - | \$ | 67,626.57 |
| 703 Tax Fund - | \$ | 327,192.61 |
| 856 Area 1,2,4 SAD | \$ | - |
| Total | \$ | <u>437,107.76</u> |

II. Invoices for review and payment approval

| | | |
|---|----|-----------------|
| Carlisle Wortman - Master Plan, Bldg Adm, Planner & Other | \$ | 1,932.50 |
| HRC - Professional Services | \$ | - |
| HRC - Local Road Asset Management Plan | \$ | - |
| HRC - Bridge Erosion Repairs | \$ | - |
| HRC - Sidewalk Plans & Specs | \$ | - |
| HRC - Office Expansion Study | \$ | - |
| HRC - Parking Study | \$ | - |
| Tom Ryan - Professional Services (August Invoice) | \$ | 2,470.00 |
| Tom Ryan - Clarkston Court Prosecution (August Invoice) | \$ | 142.50 |
| Total | \$ | <u>4,545.00</u> |

III. Other Checks for Review

| | | |
|---|----|------------------|
| ASI Signage Innovations | \$ | 16,379.00 |
| GM & Sons, Inc (City Driveway) | \$ | 50,535.00 |
| GM & Sons, Inc (Broken curb in Depot lot) | \$ | 500.00 |
| Radarsign | \$ | 7,513.00 |
| | \$ | - |
| | \$ | - |
| | \$ | - |
| Total | \$ | <u>74,927.00</u> |

| | | |
|-------------|----|-------------------|
| Grand Total | \$ | <u>516,579.76</u> |
|-------------|----|-------------------|

Prepared by Gregory Cote' 9/9/2020

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 08/01/2020 - 08/31/2020

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|-------------------|------|---------|-------------|------------------------------|-------------------------------|---------|------|----------|
| Fund: 101 GENERAL | | | | | | | | |
| 08/01/2020 | GEN | 9904 | 130250 | BS&A SOFTWARE | COMPUTER SUPPORT | 853.000 | 253 | 2,140.00 |
| 08/01/2020 | GEN | 9905 | 8/1/2020 | COMCAST | TELEPHONE EXPENSE | 850.000 | 264 | 554.41 |
| 08/05/2020 | GEN | 9906 | 8/4/2020 | CARLISLE/WORTMAN ASSOC INC | VH-PLANNER FEES | 811.000 | 721 | 807.50 |
| 08/05/2020 | GEN | 9907 | 8/21/2020 | DTE ENERGY | DETROIT EDISON-VH | 920.000 | 265 | 152.22 |
| | | | 8/21/2020 | | DETROIT EDISON-VH | 920.000 | 265 | 27.32 |
| | | | 8/21/2020 | | DTE UPPER PARKING LOT | 923.000 | 265 | 43.33 |
| | | | 8/21/2020 | | DTE UPPER PARKING LOT | 923.000 | 265 | 102.56 |
| | | | 8/21/2020 | | DTE UPPER PARKING LOT | 923.000 | 265 | 42.00 |
| | | | | CHECK GEN 9907 TOTAL FOR FUN | | | | 367.43 |
| 08/05/2020 | GEN | 9908# | 7/21/2020 | HOME DEPOT CREDIT SERVICES | PARK MATERIALS | 728.000 | 265 | 103.66 |
| | | | 7/21/2020 | | DPW EQUIPMENT | 970.001 | 446 | 497.51 |
| | | | | CHECK GEN 9908 TOTAL FOR FUN | | | | 601.17 |
| 08/05/2020 | GEN | 9909 | 10920 | THOMAS J RYAN PC | LEGAL FEES | 803.000 | 266 | 332.50 |
| | | | 10921 | | LEGAL FEES | 803.000 | 266 | 2,707.50 |
| | | | | CHECK GEN 9909 TOTAL FOR FUN | | | | 3,040.00 |
| 08/05/2020 | GEN | 9910 | 15200 | WEINGARTZ SUPPLY CO., INC | MATERIAL & OUTSIDE LABOR-LIFT | 861.004 | 446 | 169.70 |
| 08/05/2020 | GEN | 9911 | 420250 | SHERMAN PUBLICATIONS, INC | PUBLICATIONS | 901.000 | 215 | 131.10 |
| | | | 420568 | | PUBLICATIONS | 901.000 | 215 | 151.80 |
| | | | | CHECK GEN 9911 TOTAL FOR FUN | | | | 282.90 |
| 08/05/2020 | GEN | 9912 | 8/3/2020 | ERIC HAVEN | MISC EXPENSE | 955.000 | 101 | 113.52 |
| 08/05/2020 | GEN | 9913 | 7/31/202 | DOUG WEAVER | BLDG INSPECTORS' SALARIES | 703.004 | 371 | 325.00 |
| 08/05/2020 | GEN | 9914 | 7/31/2020 | JEFF SHAFER | BLDG INSPECTORS' SALARIES | 703.004 | 371 | 195.00 |
| 08/05/2020 | GEN | 9915 | 7/31/2020 | MERLE WEST | BLDG INSPECTORS' SALARIES | 703.004 | 371 | 390.00 |
| 08/05/2020 | GEN | 9916 | 6773 & 6790 | GREAT LAKES ACE HARDWARE | SUPPLIES-VH BUILDING | 726.004 | 265 | 73.49 |
| 08/05/2020 | GEN | 9917 | 8/4/2020 | CARA CATALLO | ELECTION FEES/PER DIEM | 701.000 | 262 | 220.00 |
| 08/05/2020 | GEN | 9918 | 8/4/2020 | TONI SMITH | ELECTION FEES/PER DIEM | 701.000 | 262 | 220.00 |
| 08/05/2020 | GEN | 9919 | 8/4/2020 | CATHERINE HRITT | ELECTION FEES/PER DIEM | 701.000 | 262 | 195.00 |
| 08/05/2020 | GEN | 9920 | 8/4/2020 | JENNIFER SPEAGLE | ELECTION FEES/PER DIEM | 701.000 | 262 | 220.00 |

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 CHECK DATE FROM 08/01/2020 - 08/31/2020

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|-------------------|------|---------|---------------|------------------------------|------------------------------------|---------|------|------------------|
| Fund: 101 GENERAL | | | | | | | | |
| 08/05/2020 | GEN | 9922 | 004343 | FMG CONCRETE CUTTING | VILLAGE GROUNDS PARK LABOR | 706.000 | 265 | 616.50 |
| 08/05/2020 | GEN | 9923 | 08/01/2020 | CITY OF THE VILLAGE OF CLARK | SEWER & WATER-VH | 924.000 | 265 | 133.44 |
| 08/12/2020 | GEN | 9924 | 200292294288 | DTE ENERGY | DTE STREET LIGHTING | 926.000 | 448 | 1,177.99 |
| 08/12/2020 | GEN | 9925 | GR20073116373 | OAKLAND SCHOOLS | SUPPLIES | 726.000 | 253 | 249.83 |
| 08/12/2020 | GEN | 9926 | 2423038398 | OFFICE DEPOT | SUPPLIES | 726.000 | 262 | 39.99 |
| 08/12/2020 | GEN | 9928 | 5060106810 | RICOH USA, INC | OFFICE SUPPLIES | 727.000 | 264 | 90.03 |
| 08/12/2020 | GEN | 9929 | 72738 | CHARTER TOWNSHIP OF INDEPEND | VEHICLES - GAS & OIL | 862.000 | 446 | 81.56 |
| 08/12/2020 | GEN | 9930# | 7/23/2020 | CARDMEMBER SERVICE | MISC EXPENSE | 955.000 | 101 | 4.99 |
| | | | 7/23/2020 | | DUES & CONFERENCES | 958.000 | 101 | 118.04 |
| | | | 7/23/2020 | | OFFICE SUPPLIES | 727.000 | 264 | 780.74 |
| | | | 7/23/2020 | | SUPPLIES-VH BUILDING | 726.004 | 265 | 175.63 |
| | | | 7/23/2020 | | PARK MATERIALS | 728.000 | 265 | 100.00 |
| | | | 7/23/2020 | | MATERIAL & OUTSIDE LABOR-DUMP TRUC | 861.007 | 446 | 9.53 |
| | | | | CHECK GEN 9930 TOTAL FOR FUN | | | | <u>1,188.93</u> |
| 08/12/2020 | GEN | 9931 | 2157836 | CARLISLE/WORTMAN ASSOCIATES, | BLDG DEPT PROFESSIONAL FEES | 809.000 | 371 | 1,500.00 |
| 08/12/2020 | GEN | 9932 | 8/12/2020 | JONATHAN SMITH | DUES & CONFERENCES | 958.000 | 101 | 1,475.00 |
| 08/12/2020 | GEN | 9933 | 122806396 | ULINE | SUPPLIES-VH BUILDING | 726.004 | 265 | 494.95 |
| 08/12/2020 | GEN | 9934# | 11413205 | MML LIABILITY AND PROPERTY P | PROPERTY INSURANCE | 961.001 | 265 | 800.00 |
| | | | 11413205 | | GENERAL LIABILITY INSURANCE | 961.003 | 265 | 4,113.00 |
| | | | 11413205 | | PROPERTY INSURANCE-OPEN SPACES | 961.004 | 265 | 702.00 |
| | | | 11413205 | | EQUIPMENT INSURANCE | 961.005 | 446 | 3,269.00 |
| | | | 11413205 | | ERRORS & OMISSIONS INSURANCE | 961.002 | 851 | 8,069.00 |
| | | | | CHECK GEN 9934 TOTAL FOR FUN | | | | <u>16,953.00</u> |
| 08/12/2020 | GEN | 9935*# | 6/23/2020 | CARDMEMBER SERVICE | OFFICE SUPPLIES | 727.000 | 264 | 469.32 |
| | | | 6/23/2020 | | PROFESSIONAL & CONTRACTUAL SERVICE | 805.001 | 264 | 3,512.15 |
| | | | 6/23/2020 | | PARK MATERIALS | 728.000 | 265 | 968.61 |
| | | | | CHECK GEN 9935 TOTAL FOR FUN | | | | <u>4,950.08</u> |
| 08/19/2020 | GEN | 9936 | 273663/2 | MAZZA AUTO PARTS | DPW LABOR-TRACTOR | 704.004 | 446 | 149.95 |
| 08/19/2020 | GEN | 9937 | 08/19/2020 | PETTY CASH - CITY OF CLARKST | PETTY CASH | 004.000 | 000 | 322.00 |

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 08/01/2020 - 08/31/2020

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|-------------------|------|---------|--------------|------------------------------|----------------------------|---------|------|--------------|
| Fund: 101 GENERAL | | | | | | | | |
| 08/19/2020 | GEN | 9938 | 08/19/2020 | GREGORY COTE' | PARK MATERIALS | 728.000 | 265 | 526.20 |
| 08/26/2020 | GEN | 9939 | 65144 | BEDROCK EXPRESS LTD | PARK MATERIALS | 728.000 | 265 | 95.85 |
| 08/26/2020 | GEN | 9940 | 205189046472 | CONSUMERS ENERGY | VH - UTILITIES CONSUMERS | 921.000 | 265 | 14.00 |
| 08/26/2020 | GEN | 9941 | 7695732 | J.C. EHRLICH | VH - BLDG MAINT | 931.000 | 265 | 39.00 |
| 08/26/2020 | GEN | 9942 | 5011602292 | RICOH USA INC | RICOH COPIER LEASE | 941.000 | 264 | 202.65 |
| 08/26/2020 | GEN | 9943 | 8/26/2012 | JONATHAN SMITH | SUPPLIES-VH BUILDING | 726.004 | 265 | 35.25 |
| 08/30/2020 | GEN | 9945 | 09/14/2020 | DTE ENERGY | DETROIT EDISON-VH | 920.000 | 265 | 19.36 |
| | | | 09/14/2020 | | DTE UPPER PARKING LOT | 923.000 | 265 | 17.93 |
| | | | | CHECK GEN 9945 TOTAL FOR FUN | | | | <u>37.29</u> |
| | | | | | Total for fund 101 GENERAL | | | 40,288.61 |

09/02/2020 01:21 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 08/01/2020 - 08/31/2020

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|---------------------------------|------|---------|---------|---------------------------|---------------------------|---------|------|--------|
| Fund: 202 MAJOR STREET | | | | | | | | |
| 08/12/2020 | GEN | 9927* | 103284 | ROAD COMM FOR OAKLAND CTY | SALT - WINTER MAINTENANCE | 778.001 | 453 | 161.91 |
| Total for fund 202 MAJOR STREET | | | | | | | | 161.91 |

09/02/2020 01:21 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 08/01/2020 - 08/31/2020

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|---------------------------------|------|---------|---------|---------------------------|---------------------------|---------|------|--------|
| Fund: 203 LOCAL STREET | | | | | | | | |
| 08/12/2020 | GEN | 9927* | 103284 | ROAD COMM FOR OAKLAND CTY | SALT - WINTER MAINTENANCE | 778.001 | 453 | 59.88 |
| Total for fund 203 LOCAL STREET | | | | | | | | 59.88 |

09/02/2020 01:21 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 08/01/2020 - 08/31/2020

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|---------------------------------------|------|---------|---------------|------------------------------|------------------|---------|------|--------|
| Fund: 231 PARKING METER FUND | | | | | | | | |
| 08/12/2020 | PARK | 1087 | 7/23/2020 | CARDMEMBER SERVICE | MISC EXPENSE | 757.000 | 264 | 56.38 |
| 08/12/2020 | PARK | 1088 | 6/23/2020 | CARDMEMBER SERVICE | MISC EXPENSE | 757.000 | 264 | 136.16 |
| 08/19/2020 | PARK | 1089 | INV-1014674 | PASSPORT LABS, INC | MISC EXPENSE | 757.000 | 264 | 16.00 |
| 08/30/2020 | PARK | 1090 | 887103513-222 | SPRINT / NEXTEL COMMUNICATIO | PHONE EQUIUPMENT | 760.000 | 264 | 10.16 |
| Total for fund 231 PARKING METER FUND | | | | | | | | 218.70 |

09/02/2020 01:21 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 08/01/2020 - 08/31/2020

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|---|------|---------|-----------|--------------------|------------------------------------|---------|------|----------|
| Fund: 401 CAPITAL PROJECT FUND | | | | | | | | |
| 08/05/2020 | GEN | 9921 | 403243352 | ADT | PROFESSIONAL & CONTRACTUAL SERVICE | 805.001 | 901 | 79.75 |
| 08/12/2020 | GEN | 9935*# | 6/23/2020 | CARDMEMBER SERVICE | FRIENDS OF DEPOT PARK | 728.000 | 265 | 1,272.76 |
| 08/26/2020 | GEN | 9944 | 403243352 | ADT | PROFESSIONAL & CONTRACTUAL SERVICE | 805.001 | 901 | 206.97 |
| Total for fund 401 CAPITAL PROJECT FUND | | | | | | | | 1,559.48 |

09/02/2020 01:21 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 08/01/2020 - 08/31/2020

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|-----------------|-------|---------|---------------|------------------------------|-----------------------------|---------|------|------------------|
| Fund: 590 SEWER | | | | | | | | |
| 08/19/2020 | SEWER | 2063 | 020-00523-001 | CHARTER TOWNSHIP OF INDEPEND | CLINTON/OAKLAND SEWER QTRLY | 814.000 | 536 | 45,005.81 |
| | | | 020-00523-001 | | QTRLY VILLAGE SEWER CHARGES | 814.001 | 536 | 22,488.88 |
| | | | | CHECK SEWER 2063 TOTAL FOR F | | | | <u>67,494.69</u> |
| 08/19/2020 | SEWER | 2064 | 300-2112-S | GREAT LAKES WATER AUTHORITY | IWC CHARGES IND TWP | 814.002 | 536 | 131.88 |
| | | | | Total for fund 590 SEWER | | | | 67,626.57 |

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 08/01/2020 - 08/31/2020

| Check Date | Bank | Check # | Invoice | Payee | Description | Account | Dept | Amount |
|-------------------|------|---------|------------|-----------------------------|------------------------------------|------------------------|------|------------|
| Fund: 703 TAX | | | | | | | | |
| 08/09/2020 | TAX | 599(E) | 8/6/2020 | CLARKSTON COMMUNITY SCHOOLS | TAX COLLECTIONS | 220.000 | 000 | 64,611.77 |
| 08/09/2020 | TAX | 600(E) | 8/6/2020 | OAKLAND COUNTY TREASURER | TAX COLLECTIONS | 220.000 | 000 | 76,410.35 |
| 08/09/2020 | TAX | 601(E) | 8/6/2020 | CITY OF CLARKSTON CVT | TAX COLLECTIONS | 220.000 | 000 | 30,068.28 |
| 08/09/2020 | TAX | 602(E) | 8/6/2020 | CITY OF CLARKSTON 2007 BOND | TAX COLLECTIONS | 220.000 | 000 | 9,469.73 |
| 08/09/2020 | TAX | 603(E) | 8/6/2020 | CITY OF CLARKSTON 2012 BOND | TAX COLLECTIONS | 220.000 | 000 | 17,867.34 |
| 08/21/2020 | TAX | 604(E) | 08/20/2020 | CLARKSTON COMMUNITY SCHOOLS | TAX COLLECTIONS | 220.000 | 000 | 36,256.67 |
| 08/21/2020 | TAX | 605(E) | 08/20/2020 | OAKLAND COUNTY TREASURER | TAX COLLECTIONS | 220.000 | 000 | 50,767.91 |
| 08/21/2020 | TAX | 606(E) | 08/20/2020 | CITY OF CLARKSTON CVT | TAX COLLECTIONS | 220.000 | 000 | 19,977.67 |
| 08/21/2020 | TAX | 607(E) | 08/20/2020 | CITY OF CLARKSTON 2007 BOND | TAX COLLECTIONS | 220.000 | 000 | 6,291.80 |
| 08/21/2020 | TAX | 608(E) | 08/20/2020 | CITY OF CLARKSTON 2012 BOND | TAX COLLECTIONS | 220.000 | 000 | 11,871.27 |
| 08/26/2020 | TAX | 2836 | 8/26/2020 | PEDRAG SAVICH | OVERPAYMENT PARCEL # 14-08-20-327- | 214.004 | 000 | 3,599.82 |
| TOTAL - ALL FUNDS | | | | | | | | 327,192.61 |
| | | | | | | Total for fund 703 TAX | | 437,107.76 |

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Code Enforcement Services Division

TIN# 38-298-9393

INVOICE

Jonathan Smith, City Mgr.
City of the Village of Clarkston
375 Depot Street
Clarkston, MI 48346

Invoice No. 2158036
Client No.: 1035
Date: 09/08/20
Period End: 8/31/2020

Building Administration

8/3/2020 SW Monthly Retainer

Monthly Retainer = \$1,500

(*New rate for 2018)

SUBTOTAL DUE THIS INVOICE

\$1,500.00

101-371-809-0000



Carlisle | Wortman

ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

INVOICE

Jonathan Smith, City Mgr.
The City of the Village of Clarkston
375 Depot Road
Clarkston, MI 48346

Invoice No. 2158108
Client No.: 273
Date: 09/08/20
Period End: 8/31/2020

Planning Consultation

| | | | | | | |
|-----------|----|--|--------|----------|---|-------|
| 8/5/2020 | SE | Researching and responding to appraiser questions about second dwelling unit at 94 N. Holcomb. | 0.50 @ | 95.00/hr | = | 47.50 |
| 8/20/2020 | SE | Discussing needed variances for 7 Buffalo St. with City Manager. Providing evaluation of needed variances. | 1.00 @ | 95.00/hr | = | 95.00 |

AMOUNT DUE THIS INVOICE:

\$142.50

101-721-811.000



Carlisle | Wortman

ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

INVOICE

Jonathan Smith, City Mgr.
The City of the Village of Clarkston
375 Depot Road
Clarkston, MI 48346

Invoice No. 2158107
Client No.: 273
Date: 09/08/20
Period End: 8/31/2020

Multi-Family Waldon/M-15

| | | | | | | |
|-----------|----|---|--------|-----------|---|--------|
| 8/31/2020 | SE | Preparation for and attendance at Zoom meeting with E. Adler and project team (Waldon/M-15 multi-family project). | 1.50 @ | 95.00/hr | = | 142.50 |
| | SS | Administrative set-up. | 0.50 @ | 65.00/hr | = | 32.50 |
| | RC | Attend conference call on project for property at Waldon and M-15 | 1.00 @ | 115.00/hr | = | 115.00 |

AMOUNT DUE THIS INVOICE:

\$290.00

101-721-811.000

[Handwritten signature]

Thomas J. Ryan, P.C.

2055 Orchard Lake Road
Sylvan Lake, MI 48320

Invoice submitted to:
Jonathan Smith
City Manager
City of the Village of Clarkston
375 Depot Road
Clarkston, MI 48346

September 01, 2020

Invoice #10925

Professional Services

| | <u>Hrs/Rate</u> | <u>Amount</u> |
|--|------------------|---------------|
| 8/3/2020 Phone call from Rich Little re: Planning Commission meeting of 8/3/20 | 0.50 95.00/hr | 47.50 - |
| Preparation of Protest of Determination re: Austin Parks unemployment claim and filing with Unemployment Office; copy to City Manager | 0.50 95.00/hr | 47.50 - |
| 8/10/2020 Review Council packet | 0.50 95.00/hr | 47.50 - |
| Review correspondence from City Manager re: complaint by FED restaurant to Independence Township and City | 0.50 95.00/hr | 47.50 - |
| Attend City Council meeting | 3.00 95.00/hr | 285.00 - |
| 8/12/2020 Phone call to City manager re: miscellaneous city matters | 0.50 95.00/hr | 47.50 - |
| 8/17/2020 Review correspondence from City Manager | 0.50 95.00/hr | 47.50 - |
| Phone call from City Manager re: miscellaneous city matters | 0.50 95.00/hr | 47.50 - |
| Review Wastewater Disposal Contract and documents; Memorandum to City Manager | 1.50 95.00/hr | 142.50 - |
| 8/18/2020 Preparation of Memorandum to Mayor Haven and City Council re: Short Term Rentals; Correspondence to City Manager re: forwarding Memo to Mayor Haven and City Council | 2.00 95.00/hr | 190.00 - |

| | <u>Hrs/Rate</u> | <u>Amount</u> |
|---|------------------|---------------|
| 8/18/2020 Preparation of Memorandum to Mayor Haven and City Council re: In Person Public Meetings; Correspondence to City Manager re: forwarding Memorandum to Mayor Haven and City Council | 2.00 95.00/hr | 190.00 - |
| 8/20/2020 Correspondence to Mayor Haven and City Manager re: agenda process | 1.00 95.00/hr | 95.00 ✓ |
| 8/24/2020 Review Council packet for 8/24/20 meeting | 0.50 95.00/hr | 47.50 ✓ |
| Attend City Council meeting | 3.00 95.00/hr | 285.00 ✓ |
| 8/26/2020 Review correspondence from Mr. Meloche re: 10 Miller Road SHPO appeal | 0.50 95.00/hr | 47.50 ✓ |
| Review correspondence from Rich Little re: short term lease rentals | 0.50 95.00/hr | 47.50 ✓ |
| Correspondence to Mr. Smith and Mr. Meloche re: new SHPO appeal filing re: 10 Miller Road | 0.50 95.00/hr | 47.50 ✓ |
| Correspondence to Mr. Smith and Mr. Meloche re: new SHPO appeal filing re: 10 Miller Road | 0.50 95.00/hr | 47.50 ✓ |
| Correspondence to Mr. Smith and Mr. Meloche re: new SHPO appeal filing re: 10 Miller Road | 0.50 95.00/hr | 47.50 ✓ |
| Correspondence to Mr. Smith and Mr. Meloche re: new SHPO appeal filing re: 10 Miller Road | 0.50 95.00/hr | 47.50 ✓ |
| Correspondence to Mr. Smith and Mr. Meloche re: new SHPO appeal filing re: 10 Miller Road | 0.50 95.00/hr | 47.50 ✓ |
| Correspondence to Mr. Smith and Mr. Meloche re: new SHPO appeal filing re: 10 Miller Road | 0.50 95.00/hr | 47.50 ✓ |
| Correspondence to Mr. Smith and Mr. Meloche re: new SHPO appeal filing re: 10 Miller Road | 0.50 95.00/hr | 47.50 ✓ |
| Correspondence to Mr. Smith and Mr. Meloche re: new SHPO appeal filing re: 10 Miller Road | 0.50 95.00/hr | 47.50 ✓ |
| 8/27/2020 Review correspondence from Mayor Haven re: Short Term Rentals | 0.50 95.00/hr | 47.50 ✓ |

| | <u>Hrs/Rate</u> | <u>Amount</u> |
|--|------------------|-------------------|
| 8/28/2020 Review correspondence from DNR & Mayor Haven re: DNR Agreement/Depot Park grant | 0.50 95.00/hr | 47.50 - |
| Preparation of Appearance, Respondent's Exhibits, and Proof of Service; Email to SHPO with a copy to Mr. Stuckey, Mr. and Mrs. Line, Jim Meloche and City Manager re: 10 Miller Road | 1.50 95.00/hr | 142.50 - |
| 8/31/2020 Correspondence to Mr. Meloche re: forwarded letter from Mr. Stuckey re: Board meeting, via zoom, on 9/25/20 at 10:00 a.m. re: Lehman vs. Clarkston HDC | 0.50 95.00/hr | 47.50 - |
| Review correspondence from Mr. Stuckey, Assistant Attorney General, re: board meeting on 9/25/20 at 10:00 a.m. re: Lehman vs. Clarkston HDC | 0.50 95.00/hr | 47.50 - |
| Phone call from/to Mr. Meloche re: SHPO 9/3/20 phone hearing re: 10 Miller Road | 0.50 95.00/hr | 47.50 |
| For professional services rendered | 26.00 | \$2,470.00 |
| Balance due | | \$2,470.00 |



101-266-803.000

Thomas J. Ryan, P.C.

2055 Orchard Lake Road
Sylvan Lake, MI 48320

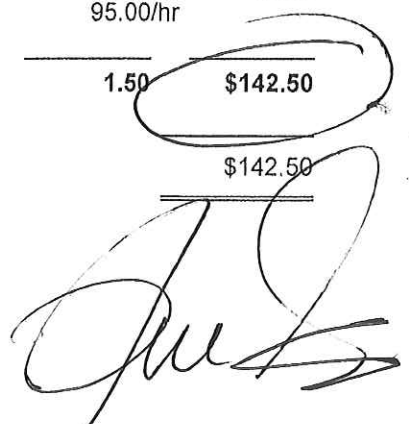
Invoice submitted to:
Jonathan Smith
City Manager
375 Depot Road
Clarkston, MI 48346

September 01, 2020

In Reference To: Clarkston Court/Prosecution
Invoice #10924

Professional Services

| | <u>Hrs/Rate</u> | <u>Amount</u> |
|--|------------------|-----------------|
| 8/11/2020 Phone call to 52/2 District Court re: court docket on 8/11/20; Preparation of plea form; Correspondence to defense attorney re: Clarkston v Lefebvre | 1.00 95.00/hr | 95.00 |
| 8/19/2020 Review correspondence from Ms. Pete re: Judge Fabrizio's in person docket on 10/6/20 | 0.50 95.00/hr | 47.50 |
| For professional services rendered | <u>1.50</u> | <u>\$142.50</u> |
| Balance due | | <u>\$142.50</u> |


101-266-803,000

02514

City of the Village of Clarkston
Primary Location



Bill to
City of the Village of Clarkston
Mr. Jonathan Smith
375 Depot
Clarkston, MI 48346
US
T: (248) 625-1559
M: (248) 909-3380
Email: smithj@villageofclarkston.org

Ship to
City of the Village of Clarkston
Mr. Jonathan Smith
375 Depot
Clarkston, MI 48346
US
T: (248) 625-1559
M: (248) 909-3380
Email: smithj@villageofclarkston.org

| | | | | | | | |
|-------------|----------------------------|---------------|------------|-------------|-----------|----|---------------|
| Valid Until | 02/24/2020 | Revision Date | 11/26/2019 | Lead Time | TBD | SR | Craig Breedon |
| F.O.B. | Shipping Point | Revision No | | Ship Method | Installed | PM | Amy Davenport |
| Terms | 1/2 Deposit balance Net 30 | | | | | | |

| No. | Item | Description | Qty | UOM | Unit Price | Extension |
|-----|------------|--|-----|------|------------|-----------|
| 1. | SID | Sign Type SID with (2) street sign panels. | 20 | Each | 345.00 | 6,900.00 |
| 2. | SID | Sign Type SID with (1) street sign panel. | 11 | Each | 288.00 | 3,168.00 |
| 3. | DIR | Sign Type DIR | 1 | Each | 1,762.00 | 1,762.00 |
| 4. | VID | Sign Type VID | 3 | Each | 2,305.00 | 6,915.00 |
| 5. | VIDS | Sign Type VIDS. | 3 | Each | 2,051.00 | 6,153.00 |
| 6. | VIDS | Donation of (1) Sign Type VIDS. | 1 | Each | -2,051.00 | -2,051.00 |
| 7. | SID - Post | 3" diameter x 122" long aluminum Type SID post for customer stock. | 12 | Each | 148.00 | 1,776.00 |
| 8. | INS | Installation. DIR, VID and VIDS signs will be installed with break-away hardware. (6) SID signs will be flange mounted and (25) SID signs will be installed via direct burial. | 1 | Each | 8,135.00 | 8,135.00 |

50% Down Payment = \$16,379.00
 - 19/20 Fy 401-446-819.000 - \$8,750.00
 - 20/21 Fy 401-446-819.000 - \$7,629.00

| | |
|------------------|-----------|
| Subtotal | 32,758.00 |
| Sales Tax (0%) | 0.00 |
| Deposit Required | 16,379.00 |
| Total | 32,758.00 |

Quote Valid Until: 02/24/2020

By signing below, I approve and authorize this quote and acknowledge that I have read and agree to the attached terms and conditions.

Submitted by [Signature] Date 9/2/2020
JONATHAN SMITH
CITY MANAGER

Approved by _____ Date _____

continued on next page

SONS, INC.
ETE CONSTRUCTION
 WHITMORE LAKE ROAD
 MORE LAKE, MI 48189

INVOICE

DATE 8/20/2020 INVOICE # 2200435

(734) 929-1259

BILL TO:

City of the Village of Clarkston
 375 Depot
 Clarkston, MI 48346



E-MAILED

| | | |
|-------------|--------|----------------------|
| P.O. NUMBER | TERMS | PROJECT |
| PROPOSAL | Net 30 | DPW Office Expansion |

| QUANTITY | DESCRIPTION | RATE | AMOUNT |
|----------|--|----------|-----------|
| | CITY OF THE VILLAGE OF CLARKSTON DPW OFFICE EXPANSION CLARKSTON, MICHIGAN ESTIMATE NO. 1 (THROUGH 08/19/2020) | | |
| 1 | 1. Mobilization (ls) | 2,800.00 | 2,800.00 |
| 10 | 2. Storm Sewer Installation RCP 12" dia. CLIV Trench Detail B (lf) | 150.00 | 1,500.00 |
| 1 | 3. Tap Existing Storm Structure (ea) | 600.00 | 600.00 |
| 2 | 4. Storm Sewer Installation 2.0' dia. Catch Basin w/EJ Frame & Cover (ea) | 3,850.00 | 7,700.00 |
| 600 | 5. Concrete Pavement 7" Thick Nonrein w/Integral Curb (syd) | 52.00 | 31,200.00 |
| 60 | 6. Concrete Driveway Opening DET-M (lft) | 33.00 | 1,980.00 |
| 10 | 7. Concrete Curb/Gutter Match Existing at Structure Tap (lft) | 33.00 | 330.00 |
| 150 | 8. Concrete Sidewalk Ramp 6" Thick (sft) | 7.50 | 1,125.00 |
| 0 | 9. Detectable Warning Surface (lft) | 40.00 | 0.00 |
| 1 | 10. Paint Stripe Parking Lot including 2 Handicap Signs and 2 Bumper Blocks (ls) | 1,600.00 | 1,600.00 |

RECEIVED

AUG 22 2020

Initial: *[Signature]*

231 264 761 000 Road Rubing lot maintenance
 231 264 762 000 City Hall driveway

\$28,035

Thank you for your business.

TOTAL \$48,835.00

M & SONS, INC.
CONCRETE CONSTRUCTION
 6784 WHITMORE LAKE ROAD
 WHITMORE LAKE, MI 48189

INVOICE

DATE INVOICE #

8/20/2020 2200436

(734) 929-1259

BILL TO:

City of the Village of Clarkston
 375 Depot
 Clarkston, MI 48346



| | | |
|-------------|--------|----------------------|
| P.O. NUMBER | TERMS | PROJECT |
| PROPOSAL | Net 30 | DPW Office Expansion |

| QUANTITY | DESCRIPTION | RATE | AMOUNT |
|----------|--|--------------|-------------------|
| | CITY OF THE VILLAGE OF CLARKSTON DPW OFFICE EXPANSION CLARKSTON, MICHIGAN ESTIMATE NO. 2 (THROUGH 08/19/2020) REVISED 08/21/2020 ADDITIONAL WORK REQUESTED BY JONATHAN SMITH : | | |
| 20 | concrete Curb/Gutter Match Existing at Parking Lot East of DPW (lft) | 25.00 | 500.00 |
| 120 | Concrete Sidewalk 6" Thick at Building Entrance (sft) | 7.50 | 900.00 |
| 20 | Storm Sewer Installation RCP 12" dia. CL IV Trench Detail B (lft) | 40.00 | 800.00 |
| | | TOTAL | \$2,200.00 |

Thank you for your business.

Radarsign, LLC
 20 Kennestone Circle
 Suite 130
 Marietta GA 30066
 Phone: (678) 965-4814



Invoice 10938

Invoice Date: 07/15/20
 Due Date: 08/14/20
 Terms: Net 30
 F.O.B.

Order # 8949
 P.O. Number:
 Customer #: CLARKSTON

Bill To: Village of Clarkston
 375 Depot Road
 Clarkston MI 48346

Ship To: Jonathan Smith
 Village of Clarkston
 375 Depot Road
 Attn: Jonathan
 Smith//248-909-3380//smithj@villageofclarkston.org
 Clarkston MI 48346

RECEIVED

SEP 08 2020
 Initial:

Shipment Details

| Ship Date | Carrier | Tracking # |
|-----------|---------------------------|------------|
| 07/15/20 | FEDEX GROUND-FEDEX GROUND | |

| Qty. Shipped | UOM | Item Number | Item Description | Unit Price | Ext. Price |
|--|-----|-------------|---|--------------|------------|
| 2.00 | EA | TC-400 | Radarsign TC-400, 11" LED, Battery Powered , Wt | \$ 2,895.000 | 5,790.00 |
| Serial # Information: SNTC500-303146, SNTC500-303147 | | | | | |
| 2.00 | EA | SS002 | StreetSmart v1.4 | \$ 275.000 | 550.00 |
| 2.00 | EA | AA044 | Bracket, Go Bracket, TC-400 | \$ 50.000 | 100.00 |
| 4.00 | EA | RB021-AT | Battery, Ni-MH 12V, 18 AH L/W American Toppower | \$ 300.000 | 1,200.00 |

| | | |
|-------------------|-----------|-----------------|
| Subtotal: | \$ | 7,640.00 |
| Freight: | \$ | 190.00 |
| Misc. Charge: | \$ | -317.00 |
| Sales Tax: | \$ | 0.00 |
| Payments Applied: | \$ | 0.00 |
| Total Due: | \$ | 7,513.00 |



401-901-970.015

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Oakland-Macomb Interceptor Drain Repair Assessment

Presentations at two prior City Council meetings have communicated the fact that significant repairs to the Oakland-Macomb Interceptor Drain (OMID) in Detroit are required at an estimated cost of **\$84M**.

Of the \$84M, the Clinton-Oakland communities are responsible for 33.1% or **\$27,513,429**.

Of the \$27,513,429 cost, Independence Township (including the City) is responsible for 2.4123% or **\$2,012,636**.

Of the \$2,012,636 cost, the City of the Village of Clarkston is responsible for 4.915%, or **\$98,921.06**.

Of the \$98,921.06 cost, the cost for each of the City's 558.82 Residential Equivalent Units (REUs) would be **\$177.02**.

The Finance Committee has discussed this matter and proposes that the City reimburse Independence Township the full \$98,921.06 from the City's Sewer Fund and then establish a city-wide Special Assessment District (SAD) to apply the \$177.02 (plus related costs) to City Sewer bills distributed over four (4) billing cycles, or **\$44.25 per cycle** (plus related costs).

To pay the \$98,921.06 from the City's Sewer Fund, it will first be required that the previously established self-funded City Hall Construction Loan be restructured from 66.6% Water Fund/33.3% Sewer Fund to 100% Water Fund.

Motioned by _____ and Seconded by _____ to:

(1) instruct the City Manager, City Treasurer and City Auditor to restructure the existing self-funded City Hall Construction Fund from 66.6% Water Fund/33.3% Sewer Fund to 100% Water Fund.

(2) instruct the City Manager, City Clerk, City Attorney, City Engineer and City Assessor to establish a city-wide Special Assessment District for the \$98,921.06 cost of the OMID repair, following the processes and required approvals specified in City Ordinance #130.

| Avery | Bonser | Casey | Haven | Kneisc | Luginski | Wylie | Totals |
|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| <input type="checkbox"/> No | <input type="checkbox"/> No | <input type="checkbox"/> No | <input type="checkbox"/> No | <input type="checkbox"/> No | <input type="checkbox"/> No | <input type="checkbox"/> No | <input type="checkbox"/> No |
| <input type="checkbox"/> Abstain | <input type="checkbox"/> Abstain | <input type="checkbox"/> Abstain | <input type="checkbox"/> Abstain | <input type="checkbox"/> Abstain | <input type="checkbox"/> Abstain | <input type="checkbox"/> Abstain | <input type="checkbox"/> Abstain |
| <input type="checkbox"/> Absent | <input type="checkbox"/> Absent | <input type="checkbox"/> Absent | <input type="checkbox"/> Absent | <input type="checkbox"/> Absent | <input type="checkbox"/> Absent | <input type="checkbox"/> Absent | <input type="checkbox"/> Absent |

Motion is Adopted

Motion is Defeated

Jennifer Speagle, City Clerk

September 14, 2020

Date

City of the Village of Clarkston

City Council Rules of Procedure

1. MEETINGS OF THE CITY COUNCIL

1.1 REGULAR MEETINGS. The City Council shall meet regularly at least twice each month. Pursuant to the Michigan Open Meetings Act, before the end of each calendar year, the City Council shall approve by resolution its regular meeting schedule for the ensuing calendar year.

1.2 SPECIAL MEETINGS. Special meetings of the City Council may be called by the City Clerk upon the written request of the Mayor or of two or more City Council members. No less than 18 hours written notice, designating the time and purpose of such meeting, the agenda shall be electronically delivered to each council member. No business shall be transacted at any special meeting of the City Council unless the agenda has been stated in the notice of such meeting and visibly posted in the City Hall.

1.3 PLACE OF MEETINGS. All regular and special meetings of the City Council shall be held in the Meeting Room in the Artemus Pappas City Hall at 375 Depot, Clarkston, MI 48346 unless otherwise stated in the meeting notice.

1.4 TIME OF MEETINGS. All regular meetings and special meetings of the City Council shall begin at 7PM on the second and fourth Monday of every month, or the time stated in the advertised public notice.

1.5 CHANGES IN MEETING SCHEDULE. Changes in the regular meeting schedule may be made with the approval of a majority vote of the City Council and will be properly noticed in accordance with the Michigan Open Meetings Act.

1.6 PUBLIC NOTICE OF MEETINGS. The City Clerk shall post a notice of the regular meeting schedule for the ensuing calendar year at the City Hall and in accordance with the Michigan Open Meetings Act. The City Clerk shall post notices of special meetings and public hearings at the City Hall and in accordance with the City Charter and the Michigan Open Meetings Act.

1.7 PRESIDING OFFICER. The Mayor shall preside at all meetings of the City Council, shall speak and vote at such meetings as any other Council member. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and Mayor Pro Tem, the council member who has served on the City Council for the longest period of time shall preside..

1.8 QUORUM FOR CONDUCT OF BUSINESS. Four (4) members of the City Council shall be a quorum for the transaction of business. In the absence of a quorum, any number less than a quorum may adjourn a meeting to a later date. The vote of at least four (4) members shall be required for official action by the Council. **When is a Super Majority Req?**

1.9 RULES OF ORDER.

1.9a The Council shall determine its own rules and order of business and shall keep a written or printed journal of all its proceedings in the English language which shall be signed by the Mayor and Clerk.

1.9b The vote upon the passage of all ordinances, and upon the adoption of all resolutions shall be taken by "Yes" and "No" votes and entered upon the record, except that where the vote is unanimous, it shall only be necessary to so state in such record.

1.9c The Mayor shall enforce orderly conduct at meetings. Any member of the Council or other officer who shall fail to maintain conduct in an orderly manner at any meeting shall be deemed guilty of misconduct in office.

1.9d Any person designated by the Mayor or the presiding officer of the meeting shall serve as the Sergeant at Arms of the Council in the enforcement of the provisions of this section.

1.10 VOTING DUTY. Each member of the Council, who shall be recorded as present at any meeting shall be required to vote on all questions decided by the Council at such meeting, unless excused by four (4) of the members present or in any case where the matter personally affects the member not voting. A member not excused can be considered in violation of the City Charter when so determined by Council.

1.11 PUBLIC PARTICIPATION AT MEETINGS. Members of the public shall speak only when recognized by the presiding officer. Members of the public shall be limited to speaking only during the "Public Comment" for issues not on the meeting agenda (limited to three (3) minutes) and following Council discussion on each agenda item prior to a vote by the City Council on that item (limited to three (3) minutes). Each speaker shall observe the specified time limitation unless the rules are waived by a majority vote of the City Council. The presiding officer may encourage groups to designate one or more individuals to speak on their behalf to avoid cumulative comments. The City Clerk shall record in the meeting minutes the name, of those who wish to divulge it, of persons addressing the City Council and the topic to which they speak. A person shall not be excluded from a meeting that is otherwise open to the public except for a breach of the peace actually committed at the meeting. No public comments may include defaming or slanderous personal attacks on any member of the City Council or any member of the City Staff.

1.12 PUBLICATION OF COUNCIL PROCEEDINGS The minutes of the Council shall be published within twenty (20) days after the passage thereof. A synopsis of such minutes, prepared by the Clerk and approved by the Mayor, showing the substance of each separate proceeding of the Council shall be sufficient compliance with the requirements of this section.

A journal of the proceedings of each meeting of the City Council shall be prepared and maintained by the City Clerk, and shall be available to the public, in accordance with the Michigan Open Meetings Act. The minutes shall be summary in nature but shall properly record all actions of the City Council with respect to motions, including the name of the maker of the motion, the member seconding the motion, and the result of the vote. The City Clerk shall not be required to maintain a written record of discussion or comments of the City Council or members of the public made at council meetings unless directed to do so by a majority vote of the City Council. If a member of the City Council is permitted to abstain from a vote in accordance with the City Charter, the abstention shall be recorded in the meeting minutes together with the reason for abstention. The City Council shall make any corrections to the minutes at the next meeting after the meeting to which the minutes refer. The corrected minutes shall show both the original entry and the correction.

2. Meeting Agendas

2.1 PREPARATION. The Mayor, City Manager and the City Clerk shall be responsible for the preparation of the agenda for all meetings of the City Council. The City Manager or the City Clerk shall prepare and electronically deliver the Agenda, with supporting materials and explanations, to all members of the City Council on or before the Friday prior to the scheduled meeting by 4 pm.

2.2 SUBMISSION OF ITEMS FOR CONSIDERATION Agenda items shall be submitted to the office of the City Manager and / or City Clerk by 4PM on the Tuesday preceding the Monday scheduled meeting of the City Council. The City Manager, Mayor, and City Clerk shall determine the appropriateness of placement of items on the agenda for consideration by the City Council, except that any request by a member of the City Council for council consideration shall be included on the agenda. Requests by the public for placement of items on a Council meeting agenda shall be submitted in writing to the office of the City Manager or Mayor. All denials of requests for placement on the agenda must be in writing and include an explanation for the denial.

2.3 EMERGENCY ITEMS Emergency items, as determined by the Mayor, shall be considered an exception to the above procedures. An explanation for the emergency must be included with the request to be added to the agenda. If an emergency item request is denied a written explanation must be provided.

2.4 FYI / COMMUNITY EVENTS Announcements concerning events of interest to the general public may be presented during FYI portion of the agenda, subject to the Mayor's and / or City Manager's approval. A written summary shall be submitted to the City Manager prior to the Council meeting as provided in the *Submission of Items for Consideration* section of these Rules.

2.5 AGENDA FORMAT The agenda may be changed at a regular meeting by a majority vote of the City Council under the "Approval of Agenda" section of the meeting. A special meeting agenda shall only consist of those matters stated in the notice of the meeting. The order of business at regular meetings shall be placed on the agenda as follows:

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Approval of Agenda
5. Public comments
 - a. At this time, individuals may comment from the podium, on any topic not on the Agenda, up to three minutes
6. FYI
7. Acceptance of the Consent Agenda
8. City Manager report
9. Old business
10. New business

11. Adjourn

2.6 PUBLIC HEARINGS. The Mayor shall announce each public hearing and the purpose of the public hearing and shall open the hearing to the public for comment, noting the time. The rules of public participation established above shall apply. After receiving public comments, the Mayor shall close the public hearing and note the time. The City Clerk shall record in the meeting minutes the names (if announced) of all members of the public who comment during a public hearing. Public hearings may be held separately or in connection with a regular or special council meeting and may be adjourned from time to time. In the case of hearings on proposed ordinances, the public hearing shall follow the publication of the ordinance and notice of the hearing by at least seven (7) days.

2.7 CONSENT AGENDA. Consent Agenda items shall consist of the approval of previous meeting minutes, receipt and file of reports, standard contracts that are used regularly, and other routine matters. Any council member may request that an item be removed from the Consent Agenda and placed under the Action Items Agenda for further discussion and consideration. (this is not how we currently handle this.

2.8 ACTION ITEMS. All other items for consideration by the City Council, other than Consent Agenda items, shall be placed under Action Items for discussion by the City Council. After a motion and second, a discussion of the issue can ensue by the City Council. The City Council may either vote to approve or deny the item of consideration, or table the issue to a future time. The format for Action (or Agenda) Items is as follows

- a. Announce the agenda item
- b. Report or description of the item
- c. Technical questions for clarification.
- d. Motion/Resolution
- e. Motion/Resolution is seconded
- f. Reading of the motion/Resolution
- g. Discussion and debate among council members
- h. Public comments about the agenda item. Time for comment limited to three minutes
- i. Vote
- j. Announcement of the vote results

2.9 CLOSED SESSIONS. The City Council may convene into closed session only for those purposes permitted by the Michigan Open Meetings Act or other law. A roll call vote shall be made to call for a closed session. The City Clerk shall prepare and maintain minutes of the proceedings of closed sessions in accordance with the Michigan Open Meetings Act. Closed Session items shall be listed separately on the agenda and shall include a citation of the section of the Michigan Open Meetings Act or other law under which the City Council is permitted to convene into closed session for that matter. Closed session minutes shall be retained for one (1) year and then destroyed.

2.10 ADJOURNMENT OF MEETING . Any Council member may make a motion to adjourn the meeting. If followed by a second and an affirmative vote by a majority of the members present, the Mayor shall adjourn the meeting of the City Council.

3. AMENDMENTS TO COUNCIL RULES OF PROCEDURE

3.1 PROCEDURE FOR AMENDING RULES . Any member of the City Council may request that the city council meeting rules of procedure be amended by submitting such request in writing to the City Manager together with the specific change being recommended. The City Manager shall submit the request to the City Council at the council's next regularly scheduled meeting by placement of the request on the council's Action Items agenda. A majority vote of the council shall be necessary to approve any amendment to the rules of procedure. Upon approval, the City Clerk shall revise the rules of procedure and provide a copy of the revised rules to each member of council and to the City Manager not later than the next regularly scheduled meeting of the council after approval of the amendment.

Law Office of Thomas J. Ryan, P.C.

2055 Orchard Lake Road, Sylvan Lake, MI 48320

(248)334-9938

Memorandum

To: Mayor, Eric Haven, and Members of Council
From: Thomas J. Ryan, City Attorney
Date: September 10, 2020
Re: DNR Development Project Agreement with the City of the Village of Clarkston

Dear Mayor Haven and Members of Council:

Enclosed is a copy of the Agreement which has been provided to the City for conditions to the improvements in Depot Park. The State is providing \$50,000.00, which is an amount to be matched by the City totaling \$77,200.00. The contract must be executed by October 2, 2020 or the grant will be canceled by the State. As has been previously explained, much of the City match of the \$77,200.00 is to be in kind contribution and also, funding by the City and Friends of Depot Park.

The Agreement is several pages and contains many provisions, which the City is obligated to honor to receive and keep the grant money. This memo is not an exhaustive review of the contract, but a highlight of important provisions. I urge City Council to read the contract and we will fully discuss on Monday, September 14, 2020.

Paragraph 3 states that the time period for completion is August 3, 2020 through August 31, 2021 and any extension is only at the discretion of the State.

Paragraph 5 describes about the project facilities, which means the access pathway of 6 feet wide or more, pavilion renovation, and rain garden with native plants.

Paragraph 6 enumerates the state's obligation and that the department values the project at \$127,200.00 which includes total cost of construction and engineering costs. The State grant will not exceed \$50,000.00 and will be in the form of reimbursements to the City.

Paragraph 6(b) specifically delineates the eligible costs for reimbursement. The 40% reimbursement will be paid at 90% maximum reimbursement and the final 10% grant amount will be released upon completion and satisfactory audit by the department.

Paragraph 6(b)(i-iv) addresses the process for which the department will audit the cost for the reimbursement to be determined.

Paragraph 7 deals with the obligations of the City. These should be read carefully by the City Council and administration to ensure that we definitely understand the obligations of the City are to keep this grant in place and receive the 40% reimbursement.

September 10, 2020

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Paragraph 8 indicates that eligible engineering costs incurred toward the completion of the project, beginning January 1, 2020 and throughout the project are also eligible for reimbursement.

Paragraph 9 contains further obligations relative to reimbursable eligible costs, which includes under (a) progress report every 180 days, (b) completed requests for partial reimbursements when the grantee is eligible to request at least 25 percent of the grant amount and construction contracts have been executed, and (c) completed request for final reimbursement within 90 days of project completion, but no later than November 20, 2022. Paragraph 9(c) also contains the language "if the grantee fails to submit a complete final request for reimbursement by 11/30/2022, the department may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the grantee."

Paragraph 10 states the City shall obtain prior written authorization from the department for adding, deleting or making a significant change to the project facilities as proposed.

Paragraph 14, the City not allow any encumbrance lien or security interest to be placed against the property.

Paragraph 15, nor shall the City convey wholly or partially any of the property involved.

Paragraph 23 requires the City to acquire and maintain insurance to protect the City from claims which may arise out of or result from grantee's operations under this Agreement and provide evidence of such insurance to the department at its request.

Paragraph 25, the City represents it will defend any suit brought against either party which involves title ownership or any other rights regarding the project.

Paragraph 27 states that "Failure by the grantee to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement."

Paragraph 28 provides the remedies for the department upon breach by the City.

Paragraph 29 indicates that the Agreement may be canceled by the department upon 30 days written notice due to Executive Order, budgetary reduction or other lack of funding, upon request by the grantee, or upon mutual agreement by the department and the grantee.

Paragraph 31 states the City will return all grant money if the project area or project facilities are not constructed in accordance with this Agreement.

Paragraph 35 indicates the rights of the department under this Agreement shall continue in perpetuity.


Thus, there is much here to read. I encourage Council to review same.

If Council is in agreement, we need to pass this before October 2, 2020 and pass the resolution, a sample of which is attached, to join the City support to this matter.

September 10, 2020
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I would be pleased to answer any questions.

Respectfully submitted,


Thomas J. Ryan,
City Attorney



Michigan Department of Natural Resources - Grants Management

Michigan Natural Resources Trust Fund
Development Project Agreement

This Information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between City of Clarkston in the county of Oakland County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act 145 of 2020, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Clarkston Depot Park Accessibility Improvements Project #: TF19-0105
Grant Amount: \$50,000.00 40% PROJECT TOTAL: \$127,200.00
Match Amount: \$77,200.00 60%
Start Date: Date of Execution by DEPARTMENT End Date: 08/31/2022

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 10/02/2020 or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED

By [Print Name]:

Title:

Organization:

DUNS Number

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By:

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number TF19-0105 uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from 08/03/2020 through 08/31/2022, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
 - Access Pathway 6' wide or more
 - Pavilion Renovation
 - Rain Garden with Native Plants
6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Forty percent (40%) of One Hundred and Twenty-Seven Thousand Two Hundred dollars (\$127,200.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Fifty Thousand dollars (\$50,000.00)**.
 - b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Forty percent (40%) of the eligible expenses** incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.

- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide Seventy-Seven Thousand Two Hundred dollars (\$77,200.00) in local match. This sum represents Sixty percent (60%) of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in

- admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2020** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 11/30/2022**. If the GRANTEE fails to submit a complete final request for reimbursement by **11/30/2022**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents

that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:

- a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement .
15. None of the project area, nor any of the project facilities constructed under this Agreement , shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT . The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT .
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate , therefore:
- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT . The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT .
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area .
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or

- d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
 30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
 31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
 32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
 33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
 34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
 35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Parking Lot Maintenance

WHEREAS, to maximize the life of asphalt parking lots, it is a recognized best practice that regular maintenance of patching, crack filling and surface seal coating be performed on a regular basis, no less than every two years, and;

WHEREAS, it has now been two years (or longer) since this maintenance was last performed in the City's three parking lots: Washington & Main, Mill Street, and Depot Road, and;

WHEREAS, the City specified the work to be performed and requested quotes from five contractors, receiving replies from three: Victory Paving (\$7,328), Doug's Sealcoating (\$11,200), and Birmingham Sealcoating (\$29,940), and;

WHEREAS, the pricing variation between contractors is largely due to the amount of patching that the contractor felt was needed, and;

WHEREAS, it is recommended that the quote from Doug's Sealcoating, a local company, for \$11,200.00 best achieves the goal of a quality job at a reasonable price, and;

WHEREAS, a 5 percent contingency allowance (\$560.00) is recommended for unforeseen issues, and;

NOW THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby authorizes the City Manager to pay a not-to-exceed amount of \$11,200.00 to Doug's Sealcoat with an additional contingency allowance of up to \$560.00 to patch, crack-fill, sealcoat and restripe the City's three parking lots, to be funded by the Parking Kiosk Fund (231-000-001.000) designated for road, sidewalk and parking lot maintenance.

| Avery | Bonser | Casey | Haven | Kneisc | Luginski | Wylie | Totals |
|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes | <input type="checkbox"/> Yes |
| <input type="checkbox"/> No | <input type="checkbox"/> No | <input type="checkbox"/> No | <input type="checkbox"/> No | <input type="checkbox"/> No | <input type="checkbox"/> No | <input type="checkbox"/> No | <input type="checkbox"/> No |
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Resolution is Adopted

Resolution is Defeated

Jennifer Speagle, City Clerk

September 14, 2020

Date

City of the Village of Clarkston - Comparison of Bids

Subject: City Parking Lot Repair, Sealcoating and Restriping

| Quote# | Company, Location | Quoted Price | | | | Comments |
|--------|--|-----------------------|-----------------|----------------|-------------|---|
| | | Washington & Main Lot | Mill Street Lot | Depot Road Lot | Total | |
| 1 | Victory Paving, Okemos, MI | \$2,740.00 | \$768.00 | \$3,820.00 | \$7,328.00 | Includes pavement cleaning, hot crack fill, cold asphalt patching, non-coal tar sealant, parking space restriping. Unknown reputation. Concerned about very low price. |
| 2 | Doug's Seal Coating, Ortonville, MI | \$3,400.00 | \$1,000.00 | \$6,800.00 | \$11,200.00 | Includes pavement cleaning, hot crack fill, hot asphalt patching, non-coal tar sealant, parking space restriping. Long-standing local contractor with a good reputation. |
| 3 | Birmingham Sealcoat, Birmingham, MI | \$13,300.00 | \$3,605.00 | \$13,035.00 | \$29,940.00 | Includes pavement cleaning, hot crack fill, hot asphalt patching, non-coal tar sealant, parking space restriping. Proposed more patching than other bidders. Large contractor with a good reputation. |

September 14, 2020

Recommended Supplier

Law Office of Thomas J. Ryan, P.C.

2055 Orchard Lake Road, Sylvan Lake, MI 48320

(248)334-9938

Memorandum

To: Mayor, Eric Haven, and Members of Council

From: Thomas J. Ryan, City Attorney

Date: September 11, 2020

Re: Match-on-Main Grant Agreement

Dear Mayor Haven and Members of Council:

The City Manager has received a proposed Grant Agreement from Oakland County in conjunction with the Main Street Oakland County Program. Apparently, Mr. Brandon Still, one of our Main Street business owners, has worked with the county to initiate a program where public funds can be raised for small businesses affected by COVID with a limited matching grant authorized by the Oakland County Board of Commissioners. This Agreement provides that the business must be located within the city and existed business as of March 1, 2020 and the Agreement remains in effect until December 31, 2021.


If approved, the county will award the city to administer the funds of this program in the amount up to \$4,000.00, which must be matched by the City.

It is the intent of Mr. Still and/or other interested people to raise through private fundraising the required matching funds for the up to \$4,000.00 fronted by the County. There is no prohibition about private fundraising exceeding the \$4,000.00 Oakland County grant. If private funds do not reach the amount requested, the City would be responsible for the deficiency.

If City Council feels this is a worthwhile program, then a resolution would be in order to approve the Agreement and allow the City Manager to sign same.

I would be pleased to answer any questions.

Respectfully submitted,


Thomas J. Ryan,
City Attorney

**MAIN STREET OAKLAND COUNTY COVID-19 SMALL BUSINESS RELIEF
PROGRAM GRANT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
[The City of the Village of Clarkston]**

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 [The City of the Village of Clarkston] (“Grantee”) whose address is [375 Depot Road, Village of Clarkston, MI. 48346]. 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 [The City of the Village of Clarkston], 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 cancelation of this Agreement. The termination or cancelation 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, 375 Depot Rd., Village of Clarkston, MI. 48346**]
- 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, [City of the Village of Clarkston], to execute this agreement on behalf of Grantee and hereby accepts and binds Grantee to the terms and conditions of this Agreement.

GRANTEE, [The City of the Village of Clarkston]

BY: _____ **DATE:** _____

_____,
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: _____ **\$1,180** _____

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 50th 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.

Jennifer Speagle

From: Jonathan Smith
Sent: Tuesday, September 1, 2020 1:53 PM
To: Eric Haven; Eric Haven; Al Avery; edvbonser@yahoo.com; Ed Bonser; Gary Casey; Gary Casey; Jason Kneisc; 'ICE - Joe'; Joe Luginski; Sue Wylie
Cc: Jennifer Speagle
Subject: SEMCOG Delegate

City Council,

There are many benefits of being a member of SEMCOG (Southeast Michigan Council of Governments): assistance with city planning, infrastructure planning, grants, regional data, maps, etc. The only requirement SEMCOG has is that we assign a **Delegate** who will attend the Board meetings three times per year. And even there, if the Delegate cannot attend, the Alternate Delegate (me) may attend in the Delegate's place. The Delegate must be an elected official. Here is a [link](#) to their website if you would like more information.

I will be placing a motion on the September 14th Council agenda to assign a SEMCOG Delegate for the City. In the meantime, give this role some thought and let me know of any questions you may have.

Thank you,

Jonathan Smith

City Manager, City of the Village of Clarkston
375 Depot, Clarkston, MI 48346
smithj@villageofclarkston.org
Office: (248) 625-1559
Cell: (248) 909-3380

St. Daniel Council 15967
7010 Valley Park Drive, Clarkston, MI 48346



September 1, 2020

Jonathan Smith
City Manager

Re: Charitable Funds Solicitation: Knights of Columbus – “Tootsie Roll Drive”

Dear Mr. Smith,

Our Knights of Columbus Council 15967 is requesting permission to solicit funds for Intellectually Impaired Citizens from 9:00 AM to 6:00 PM on Friday, October 9th and Saturday, October 10th at the following road intersection:

Main Street & Washington Street, Clarkston
Team Captain: Geoff Wright (248) 675-9284

Our workers will be using traffic cones and bright yellow aprons. If there are any other requirements for permission to solicit, please contact me per the information below.

This is our 45th Annual “Tootsie Roll” drive. This charity fund raiser has delivered over **\$500,000.00** to special needs children and adults in our local communities during these past 44 years. Beneficiaries of our “Tootsie Roll Drive” include ***SCAMP - Clarkston, Drew’s Home of Clarkston, Kingsley Montgomery School - Waterford, Angel’s Place – Clarkston/Southfield, New Horizons – Davisburg, The ARC of Oakland County, Club Create, and O.A.T.S.***

Our nonprofit tax id 47-1104549

Sincerely

A handwritten signature in black ink, appearing to read "Geoff Wright".

Geoff Wright – Charity Chairman
5828 Valley Drive
Clarkston, MI 48348
(C) 248-675-9284

Copy of event insurance can be obtained upon request, available in October 2020