

Oak Park

City Council Agenda

December 7, 2020





AGENDA
REGULAR CITY COUNCIL MEETING
38th CITY COUNCIL
OAK PARK, MICHIGAN
December 7, 2020
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

The following routine items are presented for City Council approval without discussion, as a single agenda item. Should any Council Member wish to discuss or disapprove any item it must be dropped from the blanket motion of approval and considered as a separate item.

- A. Regular Council Meeting Minutes of November 10, 2020 and November 16, 2020
- B. Special City Council Meeting Minutes of November 10, 2020 and November 16, 2020
- C. Request to approve Payment Application No. 2 for the 2020 Miscellaneous Concrete Project, M-714 to Mattioli Cement Company of Fenton, MI for the amount of \$132,827.97

5. RECOGNITION OF VISITING ELECTED OFFICIALS

6. SPECIAL RECOGNITION/PRESENTATIONS: None

7. PUBLIC HEARINGS: None

8. COMMUNICATIONS: None

9. SPECIAL LICENSES: None

10. ACCOUNTING REPORTS:

- A. Approval for payment of an invoice submitted by Howard L. Shifman, P.C., for legal services retainer for January 1, 2021 – March 31, 2021 in the total amount of \$18,000.00

11. BIDS: None

12. ORDINANCES: None

13. CITY ATTORNEY:

14. CITY MANAGER:

Administration

- A. Request to approve the appointment of Alyssa Klein, Aisha Tyler and Kristie Price to the Oak Park Youth Assistance Board

Department of Public Works

- B. Request to approve a Cost Sharing Agreement with Michigan Department of Transportation (MDOT) for 2021 Safe Routes to School Project and to authorize the City Manager to sign on behalf of the city

Economic Development

- C. Request to approve a façade improvement grant to Ernies Market, 8500 Capital Ave. for 50% of the project costs in an amount not to exceed \$2,500.00.

Communications and Public Information

- D. Request to approve the purchase of communications equipment in the amount of \$29,125.00, authorized as a fund balance expenditure

15. CITY COUNCIL

- A. Resolution accepting the resignation of Council Member Regina Weiss
- B. Recognition of Council Member Weiss

16. CALL TO THE AUDIENCE

Each speaker's remarks are a matter of public record; the speaker, alone, is responsible for his or her comments and the City of Oak Park does not, by permitting such remarks, support, endorse or accept the content, thereof, as being true or accurate. "Any person while being heard at a City Council Meeting may be called to order by the Chair, or any Council Member for failure to be germane to the business of the City, vulgarity, or personal attacks on persons or institutions." There is a three minute time limit per speaker.

17. CALL TO THE COUNCIL**18. CLOSED SESSION**

Pursuant to Section 8 of the Open Meetings Act, to discuss attorney-client privileged communication and pending litigation regarding Prime-Site Media, LLC.

19. ADJOURNMENT

The City of Oak Park will comply with the spirit and intent of the American with Disabilities Act. We will provide support and make reasonable accommodations to assist people with disabilities to access and participate in our programs, facilities and services. Accommodations to participate at a Council Meeting will be made with 7-day prior notice.



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
38th OAK PARK CITY COUNCIL
November 10, 2020
7:00 PM**

MINUTES

Mayor McClellan called the virtual meeting to order at 7:00 p.m. Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

PRESENT: Mayor McClellan, Mayor Pro Tem Burns, Council Member Radner (left the meeting at 7:30 pm), Council Member Weiss, Council Member Edgar

ABSENT: None

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Krause, City Attorney Duff

APPROVAL OF AGENDA:

CM-11-313A-20 (AGENDA ITEM #3) ADOPTION OF THE AGENDA AS PRESENTED – APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the agenda as presented.

Voice Vote:	Yes:	McClellan, Burns, Weiss, Radner, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-11-314-20 (AGENDA ITEM #4A-D) CONSENT AGENDA - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the Consent Agenda consisting of the following items:

- A. Regular Council Meeting Minutes of October 19, 2020 **CM-11-315-20**
- B. Special City Council Meeting Minutes of October 19, 2020 **CM-11-316-20**
- C. Payment Application No. 1 for the 2020 Miscellaneous Concrete Project, M-714 to Mattioli Cement Company of Fenton, MI for the amount of \$122,618.51 **CM-11-317-20**
- D. Licenses New and Renewals submitted for November 10, 2020 **CM-11-317A-20**

Roll Call Vote:	Yes:	McClellan, Burns, Weiss, Radner, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS:

(AGENDA ITEM #7A) Public Hearing to receive comments on the request of Oak Park Investment Group, LLC for an Obsolete Property Rehabilitation Act exemption for property located at 13200 Oak Park Blvd, Oak Park, MI.

Mayor McClellan opened the public hearing at 7:08 p.m. Michelle Carey presented information about the proposed facility. Mayor McClellan closed the Public Hearing at 7:42 p.m.

**CM-11-318-20 (AGENDA ITEM #7B) RESOLUTION APPROVING AN
OBSOLETE PROPERTY REHABILITATION ACT DISTRICT**

Motion by Radner, seconded by Weiss, to adopt the following Obsolete Property Rehabilitation District Resolution:

**Resolution Establishing an
Obsolete Property Rehabilitation (OPRA) District for the City of Oak Park**

WHEREAS, pursuant to PA 146 of 2000, the city of Oak Park has the authority to establish "Obsolete Property Rehabilitation Districts" within the City of Oak Park; and

WHEREAS, the city of Oak Park has filed a written request with the clerk of the city of Oak Park requesting the establishment of the Obsolete Property Rehabilitation District for an area in the vicinity of 13200 Oak Park Blvd. located in the city of Oak Park hereinafter described; and

WHEREAS, the city council of the city of Oak Park determined that the district meets the requirements set forth in section 3(1) of PA 146 of 2000; and

WHEREAS, written notice has been given by certified mail to all owners of real property located within the proposed district and to the public by newspaper advertisement in the Oakland Press and/or by public posting of the hearing on the establishment of the proposed district not less than 10 days or more than 30 days before the date of the hearing; and

WHEREAS, on November 10, 2020, a public hearing was held and all residents and taxpayers of the city of Oak Park were afforded an opportunity to be heard thereon; and

WHEREAS, the city council deems it to be in the public interest of the city of Oak Park to establish the Obsolete Property Rehabilitation District as proposed.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Oak Park that the following described parcel(s) of land situated in the city of Oak Park, Oakland County, and State of Michigan, to wit:

T1N, R11E SEC 29 PART OF SW 1/4 BEG AT PT DIST N 89-29-00 E 776.27 FT FROM
INTERSEC OF E LINE OF COOLIDGE HWY & S LINE OF NORTHFIELD BOULEVARD SUB,
TH N 89-29-00 E 493.94 FT, TH S 00-21-16 E 397.58 FT, TH S 89-56-39 W 496 FT, TH N 00-03-01

W 393.60 FT TO BEG 4.50 A (10-13-08 FR 012 & 013) Containing 4.495 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any, be and here is established as an Obsolete Property Rehabilitation District pursuant to the provisions of PA 146 of 2000 to be known as Oak Park Obsolete Property Rehabilitation District No. 1.

Voice Vote:	Yes:	McClellan, Weiss, Radner, Edgar, Burns
	No:	None
	Absent:	None

MOTION TO POSTPONE DECLARED ADOPTED

**CM-11-319-20 (AGENDA ITEM #7C) RESOLUTION APPROVING AN
OBSOLETE PROPERTY REHABILITATION ACT EXEMPTION
FOR OAK PARK INVESTMENT GROUP, LLC, 13200 OAK PARK
BLVD, OAK PARK, MI - APPROVED**

Motion by Radner, seconded by Weiss, to adopt the following Obsolete Property Rehabilitation District Resolution:

**RESOLUTION TO APPROVE AN OBSOLETE PROPERTY
REHABILITATION ACT (OPRA) APPLICATION**

Resolution Approving Obsolete Property Rehabilitation Act Application for Oak Park Investment Group, LLC. For property located at: 13200 Oak Park Blvd., Oak Park, MI

WHEREAS, pursuant to PA 146 of 2000, as amended, the city council of the City of Oak Park is a Qualified Local Governmental Unit eligible to establish one or more OPRA Districts; and

WHEREAS, the city council of the City of Oak Park legally established OPRA District on November 10, 2020, pursuant to a public hearing held on November 10, 2020; and

WHEREAS, the city council of the City of Oak Park has determined that the district meets the requirements set forth in section 3(1) of PA 146 of 2000; and

WHEREAS, the taxable value of this exemption plus the aggregate taxable value of property already exempt does not exceed 5% of the total taxable value of the City of Oak Park; and

WHEREAS, the applicant Oak Park Investment Group, LLC. is not delinquent in any taxes related to the facility; and

WHEREAS, the applicant Oak Park Investment Group, LLC. has provided all required items listed under the application instructions to the City of Oak Park; and

WHEREAS, the application is for obsolete property as defined in Section 2(h) of PA 146 of 2000, as amended; and

WHEREAS, the rehabilitation of this facility, as covered by this exemption, had not begun prior to November 10, 2020, the date the OPRA District, Oak Park Obsolete Property Rehabilitation District No. 3. was established; and

WHEREAS, the application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility within the meaning of PA 146 of 2000, as amended, situated within an OPRA District; and

WHEREAS, completion of the rehabilitation facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to increase commercial activity, to create employment, to retain employment, and to revitalize an urban area; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by Section 2(1) of PA 146 of 2000, as amended; and

WHEREAS, the application was approved at a public hearing on November 10, 2020, as provided by Section 4(2) of PA 146 of 2000, as amended, allowing a period of 18 months for completion of the redevelopment

NOW THEREFORE, be it resolved by the city council of the City of Oak Park that Oak Park Investment Group, LLC be and hereby is granted an Obsolete Property Rehabilitation Act exemption for the Property located in Obsolete Property Rehabilitation District, Oak Park Obsolete Property Rehabilitation District No. 3., at 13200 Oak Park Blvd., Oak Park, MI, for a period of 4 years, beginning December 31, 2020, and ending December 30, 2024, pursuant to the provisions of PA 146 of 2000, as amended. The certificate will be subject to review by the legislative body of the qualified local governmental unit and the certificate may be extended per the factors, criteria and objectives. The specific factors, criteria and objectives are as follows:

- Economic advantages of new employee hires
- Overall facility operations
- Current on all taxes and fees
- Code violations
- Overall condition and maintenance of the property

The total amount of time determined for the certificate including any extensions shall not exceed 12 years.

Voice Vote:	Yes:	McClellan, Weiss, Radner, Burns
	No:	Edgar
	Absent:	None

MOTION DECLARED ADOPTED

COMMUNICATIONS: None

SPECIAL LICENSES: None

BIDS: None

ORDINANCES: None

CITY ATTORNEY: No Report

CITY MANAGER:

Department of Public Works

(AGENDA ITEM #14A) Trash Cart Rollout. Assistant City Manager Yee provided an update regarding the delivery of trash carts to Oak Park residents. He indicated the process will be complete within a few weeks.

CM-11-320-20 (AGENDA ITEM #14B) REQUEST TO APPROVE PROPOSED CHANGE ORDER NO. 1 IN THE AMOUNT OF \$22,618.00 FOR THE 2020 CATCH BASIN LINE REPLACEMENT PROJECT, M-712 TO GREAT LAKES CONTRACTING OF WATERFORD, MI. IT IS FURTHER RECOMMENDED THAT PAYMENT APPLICATION NO. 1 FOR THE SAME BE APPROVED FOR THE AMOUNT OF \$210,215.75 - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve Proposed Change Order No. 1 in the amount of \$22,618.00 for the 2020 Catch Basin Line Replacement Project, M-712 to Great Lakes Contracting of Waterford, MI. It is further recommended that Payment Application No. 1 for the same be approved for the amount of \$210,215.75.

Roll Call Vote:	Yes:	McClellan, Burns, Weiss, Radner, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

Mr. Yee summarized proposed Change Order No. 1 and Payment Application No. 1 for the 2020 Catch Basin Line Replacement Project, M-712. This project is to replace deteriorated drainage pipes and structures within the City roadway with a focus on areas with deteriorated roadway as well. The proposed Change Order is an increase due to some additional work that was added due to the low unit prices (and still within budget) and the need for an emergency repair on Morton. The project is approximately 99% complete.

Economic Development

CM-11-321-20 (AGENDA ITEM #14C) RESOLUTION AUTHORIZING SALE OF CITY OWNED PROPERTIES - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to adopt the following resolution authorizing the sale of city owned property:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

RESOLUTION APPROVING SALE OF CITY OWNED TAX FORECLOSED PROPERTY

WHEREAS, the General Property Tax Act at MCL 211.78M, as amended, (the "Act") authorizes the City of Oak Park ("City") to purchase properties located within the City that were tax foreclosed by the Oakland County Circuit Court, and by the County Treasurer under Public Act 123 of 1999, as amended, subject to the provisions of the Act; and

WHEREAS, on November 16, 2011, the City of Oak Park received the foreclosed property with identified as parcel id 52-25-19-351-046; and

WHEREAS, the Oak Park City Council finds that it is necessary and in the best interest of the public to sell the referenced property to a company that can utilize, reconstruct and manage the property for the public purpose of removing blight; and

WHEREAS, the City released an RFP to receive proposals on the vacant and land locked parcel; and

WHEREAS, on November 1, 2020, bids for consideration were due and the City is in receipt of one bid by Sadier Abro; and

WHEREAS, the Economic Development and Planning Department finds the proposal to be acceptable and in compliance with the minimum requirements of the RFP.

NOW, THEREFORE, the City Council of the City of Oak Park, Oakland County, Michigan resolves as follows:

1. The City Manager is hereby authorized to negotiate the sale of the property and will include the terms as negotiated by the city manager.
2. The Mayor and/or City Manager are hereby authorized to sign all necessary documents to complete the transaction.
3. Any and all Resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

Voice Vote:	Yes:	McClellan, Burns, Weiss, Radner, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

Public Safety

CM-11-322-20 (AGENDA ITEM #14D) REQUEST TO APPROVE TRAFFIC CONTROL ORDER 160 SEC 1.25 MAKING THE INTERSECTION OF ROANOKE AND KENWOOD A FOUR-WAY STOP - APPROVED

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve Traffic Control Order 160 Sec 1.25 making the intersection of Roanoke and Kenwood a four-way stop.

Roll Call Vote:	Yes:	McClellan, Burns, Weiss, Radner, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

Public Safety Director Cooper reported that dating back as far as December of 2014, Public Safety has received continuous complaints from residents regarding speeding motorists traveling northbound and southbound on Roanoke Street between Oak Park Blvd and Nine Mile. Residents have also complained about vehicle accidents as well as near accidents at the intersection of Kenwood and Roanoke Street. Their request was for the intersection of Kenwood and Roanoke to become a four-way stop. A traffic study was requested and conducted by the Traffic Improvement Association (TIA) and their recommendation was to post stop signage for eastbound and westbound Kenwood and to remove the stop signage for northbound and southbound Roanoke, allowing the

traffic for northbound and southbound Roanoke to flow unimpeded. This recommendation was presented to Council and adopted on December 1, 2014 at the City Council Meeting.

Since the adoption of the order in December of 2014, Public Safety has continued to receive complaints on a regular bases stating that the traffic conditions have not improved and in the opinion of several residents, the conditions have worsened. The Traffic Improvement Association conducted a second speed study at the location several months later and felt the conditions did not warrant changing the signage.

Public Safety has conducted numerous selective traffic enforcement details at this location as well as stationing our radar trailer and decoy vehicles in the area to address this problem. The complaints persist. Director Cooper indicated that the City Manager has directed Public Safety to prepare a ninety day temporary Traffic Control Order making the intersection of Roanoke and Kenwood a four-way stop.

City Clerk

(AGENDA ITEM #14E) Election Update. Director of Elections Vecchio provided a recap of the 2020 Presidential Election. She reported there was a 68% Oak Park voter turnout and a record number of absentee ballots cast. 73% voted absentee and 27% voted in the polls on Election Day.

CALL TO THE AUDIENCE:

Kenneth Sherman provided comment on trash at Nine Mile and Coolidge and expressed concerns about traffic due to construction on Coolidge.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:30 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
38th OAK PARK CITY COUNCIL
November 16, 2020
7:00 PM**

MINUTES

Mayor McClellan called the virtual meeting to order at 7:00 p.m. Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

PRESENT: Mayor McClellan, Mayor Pro Tem Burns, Council Member Radner, Council Member Weiss, Council Member Edgar

ABSENT: None
OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Duff

APPROVAL OF AGENDA:

CM-11-327-20 (AGENDA ITEM #3) ADOPTION OF THE AGENDA AS PRESENTED – APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the agenda as presented.

Voice vote:	Yes:	McClellan, Burns, Weiss, Radner, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-11-328-20 (AGENDA ITEM #4A-C) CONSENT AGENDA - APPROVED

Motion by Weiss, seconded by Radner, CARRIED UNANIMOUSLY, to approve the Consent Agenda consisting of the following items:

- A. Zoning Board of Appeals Meeting Minutes of July 28, 2020 and September 22, 2020
CM-11-329-20
- B. Planning Commission Meeting Minutes of July 13, 2020 and October 12, 2020
CM-11-330-20
- C. Request to approve Payment Application No. 2 for the 2020 Decorative Fence Project, M-695 to American Fence Co. of Warren, MI in the amount of \$84,375.43 (**Removed from the Consent Agenda by Council Member Weiss**)
- D. Licenses new and renewals submitted for November 16, 2020 **CM-11-331-20**

Roll Call Vote:	Yes:	McClellan, Burns, Weiss, Radner, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

**CM-11-331A-20 (AGENDA ITEM #4C) (Removed from the Consent Agenda)
REQUEST TO APPROVE PAYMENT APPLICATION NO. 2 FOR
THE 2020 DECORATIVE FENCE PROJECT, M-695 TO
AMERICAN FENCE CO. OF WARREN, MI IN THE AMOUNT OF
\$84,375.439 - APPROVED**

Motion by Weiss seconded by Burns, CARRIED UNANIMOUSLY, to approve Payment Application No. 2 for the 2020 Decorative Fence Project, M-695 to American Fence Co. of Warren, MI in the amount of \$84,375.43.

Roll Call Vote:	Yes:	McClellan, Burns, Weiss, Radner, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS:

COMMUNICATIONS: None

SPECIAL LICENSES:

ACCOUNTING REPORTS:

**CM-11-332-20 (AGENDA ITEM #10A) APPROVAL FOR PAYMENT OF
INVOICES SUBMITTED BY GARAN, LUCOW, MILLER, P.C.
FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$15,139.29
- APPROVED**

Motion by Burns seconded by Edgar, CARRIED UNANIMOUSLY, to approve payment of invoices #548707, #548708 and #548709 by Garan, Lucow, Miller P.C., for legal services rendered through August 31, 2020 in the total amount of \$14,769.99.

Roll Call Vote:	Yes:	McClellan, Burns, Weiss, Radner, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES: None

CITY ATTORNEY:

CITY MANAGER:

Administration

(AGENDA ITEM #14A) COVID-19 Update.

Mr. Tungate discussed the recent decision from the Governor to mandate a pause in public activity due to the recent surge in Michigan COVID -19 cases. Council then discussed options that would close City Hall, the Community Center and the Library until January 4, 2021. City staff would continue to operate the city following established pandemic protocols and with a limited in person presence whereby staff would work remotely when possible. The Public Safety Department would remain open during this time. There was also consensus to limit the number of employees that could use the city's exercise facility at any given time.

CM-11-333-20 (AGENDA ITEM #14A) MOTION TO CLOSE CITY HALL, THE COMMUNITY CENTER AND THE LIBRARY TO THE PUBLIC BEGINNING NOVEMBER 18, 2020 UNTIL JANUARY 4, 2021. THE PUBLIC SAFETY DEPARTMENT IS TO REMAIN OPEN AND OPERATE AS NORMAL - APPROVED

Motion by Edgar, seconded by Burns, CARRIED UNANIMOUSLY, to close City Hall, the Community Center and the Library to the public beginning November 18, 2020 until January 4, 2021. The Public Safety Department is to remain open and operate as normal.

Voice Vote:	Yes:	McClellan, Burns, Weiss, Radner, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

Finance

CM-03-334-20 (AGENDA ITEM #14B) MOTION TO RECEIVE THE QUARTERLY INVESTMENT REPORT FOR PERIOD ENDING SEPTEMBER 30, 2020 - APPROVED

Motion by Weiss, seconded by Burns, CARRIED UNANIMOUSLY, to receive and file the following quarterly investment report for period ending September 30, 2020:

First Quarter Fiscal 2020/2021 Investment Report

The State of Michigan Public Act 213 of 2007 requires the City's investment officer to provide a written report quarterly to the governing body concerning the investment of all funds of the City that fall under Public Act 20. Public Act 20 governs how non-pension and non-OPEB funds can be invested. The attached report details the cash and investments (citywide for all funds) held by the City at September 30, 2020. The report includes a description of each investment by type, market and book values, current and yield to maturity interest rates and the number of days to maturity.

The first quarter investment report shows total citywide cash and investments of \$36,101,765 (market value) including cash in the operating account of \$2,278,237 (excluding outstanding checks and other adjustments), short-term investments in the Oakland County Investment Pool of \$31,040,210, money market of \$589 and

long-term investments total \$2,782,729. The City has maximized investment return on short-term cash by utilizing the Oakland County Investment Pool and minimizing the amount maintained in the checking and daily depository accounts. Investment income for the months of July through September 2020 totaled \$85,248.

During the first quarter overall investment returns are still at the same low levels as in the fourth quarter of FY 2019-20; as Economists predicted. The return for the first quarter was approximately 0.94% primarily due to COVID-19 and the Federal Reserve rates nearly zero. As a result, the City is investing short-term and locking up longer term investments if the individual interest rate is favorable. Interest rates for the next quarter are expected to remain low and overall investment will continue to fall as long-term investments continue to mature.

Voice Vote:	Yes:	McClellan, Burns, Radner, Weiss, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

CM-11-335-20 (AGENDA ITEM #14C) RECEIVE AND FILE THE QUARTERLY FINANCIAL REPORT FOR PERIOD ENDING SEPTEMBER 30, 2020 - APPROVED

Motion by Weiss, seconded by Burns, CARRIED UNANIMOUSLY, to receive and file the following Quarterly Financial Report for period ending September 30, 2020:

GENERAL FUND

REVENUES

Total revenues for the first quarter total approximately \$15 million, representing approximately 69% of the annual budget. Overall revenues are on track with budget with the following items of note:

- Property Tax Revenue – City property tax levies are billed July 1 and payable in full without penalty by August 31, 2020. As of the end of the first quarter approximately 92% of the taxes billed had been paid. Any unpaid real property taxes will be purchased from the City by Oakland County in May 2021. Property tax revenue is the primary reason the overall revenues are at 69% to date.
- Intergovernmental Revenue (State Revenue Sharing) – The City receives six bi-monthly payments annually for state-shared revenue. The first quarter report reflects no fiscal 2020 payments as the August 31, 2020 payment by statute is included as part of the June 30, 2020 revenues. The City will receive payments on October 31, December 31, February 28, April 30, June 30 and August 31 (2021) related to the current fiscal year. The estimated annual revenue included in the budget totals \$3,391,000 which is significantly less than prior year due to the impact of COVID-19 on sales tax collections. The State of Michigan has recently adjusted their fiscal year estimates for the City to \$3,570,123; the increase will be reflected in the first quarter budget amendment.
- Fines and forfeiture revenue received from the 45th District Court is budgeted for a total of \$1,700,000 of which \$370,189 or 22% was received in this first quarter. Overall court revenue continues to be less than prior year and less than budget due to COVID-19 and the reduced number of drivers on the road and tickets written. The court has done a good job reducing their costs to offset some of the lost revenue. The revenue received is used to offset a portion of the court's operating costs. Finance will continue to monitor both the court revenue and expenditure budgets and amended as necessary.

- Federal grants revenue is higher than originally anticipating as the City is receiving federal CARES funds passed through the State of Michigan and Oakland County related to the COVID-19 pandemic. The revenue will be used to offset both unbudgeted expenditures incurred since March 2020 along with reimbursement of some allowable budgeted costs (which will be used to offset some of the revenue lost). Finance will be bringing forward budget amendments for both the revenue and any related unbudgeted expenditures.
- Recreation program fees continue to lag behind both prior and the current year reduced budget due to the COVID-19 pandemic and related shutdown. Program fees are currently at approximately 28% of budget and historically represent closer to 40% through the first quarter. Some of the revenue loss has been offset by cost savings and budget amendments will be forthcoming in the second quarter to reflect the most recent projects.

EXPENDITURES

Total expenditures for the first quarter total approximately \$4.1 million, representing approximately 19% of the annual budget. Overall departmental expenditure budgets are on track with the following items of note (departments over 25%):

- The Human Resources Department is at 42% for the first quarter due to the retirement of the department director and the related unbudgeted payout off accumulated sick and vacation time. The payout amount has been included in the first quarter budget amendment.
- Elections is at 32% of their budget due to the timing of when the elections take place. The presidential primary was during the first quarter and the general election will be in November resulting in the majority of the budget being expended during the first six months of the year. The overall net budget for the department is in line with current annual projections.
- The Special Events Recreation Department is at 39% of their budget due to the seasonality nature of recreation programs. The overall net budget for the department is in line with current annual projections. All other recreation departments are running significantly under budget due to the COVID-19 pandemic and will be amended during the second quarter (see note on recreation revenues above).
- Non-Departmental is currently at 28% of their budget as this department is primarily transfers to other funds and the majority of the transfers take place as needed.
- Communications Department is at 28% of their budget due to additional costs incurred from hiring a communications consultant to assist with COVID-19 and other related updates for the residents and business within the City. The increased cost is included in the first quarter budget amendment.

The unaudited Fiscal Year End 2019-20 shows a small use of fund balance of \$23,741 and includes favorable variances attributed to the various projects not completed. There are rollover budget requests in Budget Amendment #2021-2 for these funds. Overall the General Fund operations are in line with the annual budget. The projected fund balance remains at the targeted level of 21% of annual expenditures.

Voice Vote:	Yes:	McClellan, Burns, Radner, Weiss, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

CM-11-336-20

**(AGENDA ITEM #14D) BUDGET AMENDMENT #2021-2 FOR
PERIOD ENDING SEPTEMBER 30, 2019 - APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to adopt the following resolution approving Budget Amendment #2021-2 for period ending September 30, 2019 as follows:

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment #2021-2 is authorized:

INCREASE
(DECREASE)

GENERAL FUND

REVENUES

INTERGOVERNMENTAL	\$	440,758
CHARGES FOR SERVICES		(26,154)
TOTAL REVENUES		414,604

EXPENDITURES

HUMAN RESOURCES	45,360
COMMUNITY & ECONOMIC DEVELOPMENT	39,869
PUBLIC WORKS	260,000
PUBLIC INFORMATION	69,375
TOTAL EXPENDITURES	414,604

	\$
Net Increase to Fund Balance	-

ECONOMIC DEVELOPMENT CORPORTATION FUND

REVENUES

	\$
INTERGOVERNMENTAL	-
TOTAL REVENUES	-

EXPENDITURES

OPERATIONS	12,624
TOTAL EXPENDITURES	12,624

Net Increase to Fund Balance	\$ (12,624)
-------------------------------------	--------------------

INCREASE
(DECREASE)

MAJOR STREETS FUND

REVENUES

	\$
INTEREST INCOME	-
TOTAL REVENUES	-
EXPENDITURES	
CAPITAL OUTLAY	407,319
TOTAL EXPENDITURES	407,319
Net Increase to Fund Balance	\$ (407,319)

LOCAL STREETS FUND

REVENUES	
	\$
INTEREST INCOME	-
TOTAL REVENUES	-
EXPENDITURES	
CAPITAL OUTLAY	166,141
TOTAL EXPENDITURES	166,141
Net Increase to Fund Balance	\$ (166,141)

CORRIDOR IMPROVEMENT FUND

REVENUES	
INTERGOVERNMENTAL	\$ 4,000
OTHER REVENUE	6,600
TOTAL REVENUES	10,600
EXPENDITURES	
CAPITAL OUTLAY	78,500
TOTAL EXPENDITURES	78,500
Net Increase to Fund Balance	\$ (67,900)

PUBLIC IMPROVEMENT FUND

REVENUES	
	\$
INTEREST INCOME	-
TOTAL REVENUES	-

EXPENDITURES	
CAPITAL OUTLAY	239,207
TOTAL EXPENDITURES	239,207
Net Decrease to Fund Balance	\$ (239,207)
	INCREASE
	(DECREASE)

CITY OWNED PROPERTY FUND

REVENUES	
INTEREST EARNINGS	\$ -
TOTAL REVENUES	-
EXPENDITURES	
OPERATIONS	3,744
CAPITAL OUTLAY	82,000
TOTAL EXPENDITURES	85,744
Net Decrease to Fund Balance	\$ (85,744)

WATER AND SEWER FUND

REVENUES	
INTEREST EARNINGS	\$ -
TOTAL REVENUES	-
EXPENDITURES	
REPAIRS AND MAINTENANCE	87,899
CAPITAL OUTLAY	276,875
TOTAL EXPENDITURES	364,774
Net Decrease to Fund Balance	\$ (364,774)

Voice Vote:	Yes:	McClellan, Burns, Radner, Weiss, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

CM-11-337-20 (AGENDA ITEM #14E) REQUEST TO APPROVE THE RENEWAL OF MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC) COUNSEL COORDINATOR PROFESSIONAL SERVICES CONTRACTS SUBJECT TO CITY ATTORNEY REVIEW AND APPROVAL - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the renewal of Michigan Indigent Defense Commission (MIDC) Counsel Coordinator Professional Services Contracts with John Angott and Karolyn Miller subject to city attorney review and approval.

Voice Vote:	Yes:	McClellan, Burns, Weiss, Radner, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

The MIDC was created by legislation in 2013 to ensure the State's public defense system is fair, cost-effective, and constitutional. The MIDC has released a set of standards to be followed by all courts in the State, which have been approved by the Department of Licensing and Regulatory Affairs. Each local system is asked to create a plan and cost analysis annually to ensure compliance with these standards, with costs for compliance being borne by the State. The City worked closely with the District Court and our local MIDC representative to complete a Compliance Plan and cost analysis for Fiscal Year 2020-21 resulting in a fully executed formal grant agreement on October 26, 2020. Our Plan this year includes renewals of the contracts for two Michigan Assigned Counsel Coordinators (MACC). A MACC is responsible for maintaining a roster of defense attorneys, evaluating performance, approving payments, authorizing investigative resources, working with the City's Finance Department to submit quarterly reports, and performing other duties to ensure the City's compliance with MIDC Standards.

Public Safety

CM-11-338-20 (AGENDA ITEM #14F) REQUEST TO APPROVE THE EARLY PURCHASE OF THE COUNTY WIDE RADIO PROJECT IN THE AMOUNT OF \$113,695.50 AND AUTHORIZE THE USE OF THE \$6,304.50 BALANCE FROM THE ORIGINAL ESTIMATE OF \$120,000 TO BE USED TO COVER THE UNKNOWN EXPENSES OF ADAPTING THE SYSTEM TO CURRENT INFRASTRUCTURE/PATROL VEHICLES - APPROVED

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the early purchase of the County Wide Radio Project in the amount of \$113,695.50 and authorize the use of the \$6,304.50 balance from the original estimate of \$120,000 to be used to cover the unknown expenses of adapting the system to current infrastructure/patrol vehicles.

Voice Vote:	Yes:	McClellan, Burns, Weiss, Radner, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

Human Resources

**CM-11-339-20 (AGENDA ITEM #14G) REQUEST TO APPROVE THE
NATIONWIDE LOAN PROGRAM ADOPTION AGREEMENT
- APPROVED**

Motion by Edgar, seconded by Burns, CARRIED UNANIMOUSLY, to approve the
Nationwide Loan Program Adoption Agreement.

Voice Vote:	Yes:	McClellan, Burns, Weiss, Radner, Edgar
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

There were no audience members who wished to speak.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the
meeting at 8:04 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
38th OAK PARK CITY COUNCIL
November 10, 2020
6:00 PM**

MINUTES

The virtual Special Meeting was called to order at 6:00 PM by Mayor McClellan. City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544

PRESENT: Mayor McClellan, Mayor Pro Burns, Council Member Weiss, Council Member Edgar, Council Member Radner

ABSENT: None

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Duff

SPECIAL BUSINESS:

(AGENDA ITEM #3A) New Council Candidate Appointment Process

Council discussed the process by which a candidate would be appointed to fill the remaining term of Council Member Regina Weiss due to her election to the Michigan legislature. There was consensus to follow the following schedule:

Timeline for New Council Member Appointment

Approval of appointment procedure, timeline and application	Nov. 10
Request for candidates and application published on website and other outlets	Nov. 11
Applications due	Nov. 30
Applications reviewed by Council (as received)	Nov. 12 – Dec. 3
Council to reduce number of candidates for Interviews	Dec. 7
Arrange interviews with final candidates	Dec. 8
Special Meeting to hold Candidate interviews	Dec. 16
Appointment of New Council Member	Dec. 21
Swearing in of new Council Member	Jan 4

Council also discussed questions for the interview process. There was consensus to provide a process by which the public could provide input on possible questions for the candidates.

(AGENDA ITEM #3B) CLOSED SESSION

CM-11-312A-20 (AGENDA ITEM #17) REQUEST TO CONVENE A CLOSED SESSION TO DISCUSS ATTORNEY-CLIENT PRIVILEGED COMMUNICATION AND PENDING LITIGATION REGARDING PRIME-SITE MEDIA, LLC - APPROVED

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to convene a Closed Session to discuss attorney-client privileged communication and pending litigation regarding Prime-Site Media, LLC.

Roll Call Vote:	Yes:	McClellan, Burns, Weiss, Edgar, Radner
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

The Closed session convened at 6:40 p.m. and the regular meeting reconvened at 6:57 p.m.

CALL TO THE AUDIENCE:

There were no members of the audience wishing to speak.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:58 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
38th OAK PARK CITY COUNCIL
November 16, 2020
6:00 PM**

MINUTES

The virtual Special Meeting was called to order at 6:08 PM by Mayor McClellan. City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544

PRESENT: Mayor McClellan, Mayor Pro Burns, Council Member Weiss, Council Member Edgar, Council Member Radner

ABSENT: None

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Duff

SPECIAL BUSINESS:

(AGENDA ITEM 3A) CLOSED SESSION

**SCM-11-323-20 REQUEST TO CONVENE A CLOSED SESSION TO DISCUSS
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION AND
PENDING LITIGATION REGARDING PRIME-SITE MEDIA, LLC
- APPROVED**

Motion by Edgar, seconded by Radner, CARRIED UNANIMOUSLY, to convene a Closed Session to discuss attorney-client privileged communication and pending litigation regarding Prime-Site Media, LLC.

Roll Call Vote:	Yes:	McClellan, Burns, Weiss, Edgar, Radner
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

The Closed session convened at 6:10 p.m. and the regular meeting reconvened at 6:45 p.m.

APPROVAL OF CLOSED SESSION MINUTES

**SCM-11-324-20 REQUEST TO APPROVE THE CLOSED SESSION MINUTES OF
NOVEMBER 10, 2020 - APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the Closed Session minutes of November 10, 2020.

Voice Vote:	Yes:	McClellan, Burns, Weiss, Edgar, Radner
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

**SCM-11-325-20 REQUEST TO APPROVE THE CLOSED SESSION MINUTES OF
NOVEMBER 16, 2020 - APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the Closed Session minutes of November 16, 2020.

Voice Vote:	Yes:	McClellan, Burns, Weiss, Edgar, Radner
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

**SCM-11-326-20 MOTION TO APPROVE THE SETTLEMENT OFFER
RECOMMENDED BY COUNSEL - APPROVED**

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the settlement offer recommended by counsel regarding Prime-site Media, LLC.

Roll Call Vote:	Yes:	McClellan, Burns, Weiss, Edgar, Radner
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

There were no members of the audience wishing to speak.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:52 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** December 7, 2020**AGENDA#****SUBJECT:** Payment Application No. 2 for the 2020 Miscellaneous Concrete Project, M-714.**DEPARTMENT:** Technical & Planning/DPW – Engineering KJY**SUMMARY:** Attached is Payment Application No. 2 for the 2020 Miscellaneous Concrete Project, M-714. This project replaced sections of concrete throughout the City from water main breaks, sewer repairs, failing sections of pavement, etc. This project is approximately 67% complete.**FINANCIAL STATEMENT:**

Original Contract Amount:	\$399,999.42
Total Completed to Date:	\$268,891.03
Less Retainage:	\$ 13,444.55
Net Earned:	\$255,446.48
Deductions:	\$ 0.00
Balance:	\$255,446.48
Payments to Date:	<u>\$122,618.51</u>
Amount Due Mattioli Cement Company:	\$132,827.97

RECOMMENDED ACTION: It is recommended that Payment Application No. 2 for the 2020 Miscellaneous Concrete Project, M-714 be approved to Mattioli Cement Company of Fenton, MI for the amount of \$132,827.97. Funding is available in the Local Streets Fund (203-18-479-970) and Water & Sewer Fund (592-18-538-970) for this project.**APPROVALS:**City Manager: ET Department Director: KJYDirector of Finance: SC Legal: NABudgeted: ☐**EXHIBITS:** Payment Application No. 2

PAYMENT APPLICATION

PROJECT: 2020-2021 MISCELLANEOUS CONCRETE PROJECT

JOB NUMBER: M-714

OWNER: CITY OF OAK PARK, MICHIGAN

APPLICATION NO.: 2

CONTRACTOR: MATTIOLI CEMENT COMPANY
6085 MCGUIRE ROAD
FENTON, MI 48430

PERIOD ENDING: 11/10/2020

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY	UNIT	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	REMOVE CONCRETE PAVEMENT	3,100	SYD	\$10.00	913.92	\$9,139.20	2,515.21	\$25,152.10
2	COOLIDGE CONCRETE PAVEMENT REMOVAL	1,300	SYD	\$19.00	610.06	\$11,591.14	949.44	\$18,039.36
3	CONCRETE PVMT W/INT CURB & GUTTER, 9" CONC.	3,100	SYD	\$55.81	1,065.45	\$59,462.76	2,356.32	\$131,506.22
4	COOLIDGE CONCRETE PVMT W/ INT CURB & GUTTER 9" CONCRETE	1,300	SYD	\$55.81	581.54	\$32,455.75	920.92	\$51,396.55
5	SIDEWALK CONC. NON-REINF 6" SIDEWALK/DRIVE APPROACH	483	SFT	\$6.50	358.48	\$2,330.12	817.26	\$5,312.19
6	SIDEWALK CONC. NON-REINF 4" SIDEWALK	2,599	SFT	\$6.00	423.96	\$2,543.76	819.56	\$4,917.36
7	CONC. PVMT 24" CURB & GUTTER SECTION NON REINF 9" CONC.	15	LFT	\$30.00	25.00	\$750.00	25.00	\$750.00
8	ADJUSTING DRAINAGE STRUCTURES	15	EA	\$250.00	3.00	\$750.00	6.00	\$1,500.00
9	CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACE	100	SFT	\$22.00	0.00	\$0.00	0.00	\$0.00
10	AGGREGATE BASE UNDER 9" CONC. (3" 21AA CR LIMESTONE)	3,100	SYD	\$5.50	776.86	\$4,272.73	2,283.22	\$12,557.71
11	AGGREGATE BASE UNDER 4" & 6" & 9" CONC. (6" 21AA CR LIMESTONE)	500	SYD	\$9.00	0.00	\$0.00	0.00	\$0.00
12	COOLIDGE AGG. BASE UNDER 9" CONC (3" 21AA CR LIMESTONE)	1,300	SYD	\$5.50	1,028.62	\$5,657.41	1,740.57	\$9,573.14
13	DRAINAGE STRUCTURE COVER	760	LBS	\$1.76	111.00	\$195.36	390.00	\$686.40
14	MINOR TRAFFIC DEVICES	1	LSUM	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00
15	COOLIDGE MINOR TRAFFIC DEVICES	1	LSUM	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00
16	PROJECT CLEAN UP	1	LSUM	\$7,000.00	0.50	\$3,500.00	0.50	\$3,500.00
17	INSPECTION CREW DAYS	20	DAY	\$320.00	10.00	\$0.00	19.00	\$0.00

Period Total Amount: \$132,648.23 Amount to Date: \$268,891.03

Original Contract Amount: \$399,999.42

Earnings This Period: \$132,648.23

Total Earnings to Date: \$268,891.03

Less Retainage: \$13,444.55

Net Earned: \$255,446.48

Deductions: \$0.00

Balance: \$255,446.48

Payments to Date: \$122,618.51

AMOUNT DUE MATTIOLI CEMENT COMPANY: \$132,827.97

Accepted By:

Joe Mattioli
Mattioli Cement Company

Date:

11-11-20

Approved By:

Joseph R. Jenkins
Joseph Jenkins, Assistant City Engineer
City of Oak Park, Michigan

Date:

12/1/2020

Law Offices of
HOWARD L. SHIFMAN, P.C.

*31600 Telegraph Road
 Suite 100
 Bingham Farms, MI 48025*
Phone: (248) 642-2383
Fax: (248) 594-7080

Howard L. Shifman
E-mail: hshifman@shifmanfournier.com

Robert Nyovich - Of Counsel

Brandon Fournier
E-mail: bfournier@shifmanfournier.com

VIA E-MAIL

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

December 1, 2020

Erik Tungate, City Manager
 City of Oak Park
 14000 Oak Park Boulevard
 Oak Park, MI 48237

Re: City of Oak Park/ Invoice for Retainer – January 1, 2021 – March 31, 2021

Dear Mr. Tungate:

Enclosed please find our invoice for services per Retainer Agreement.

Invoice No. 14450

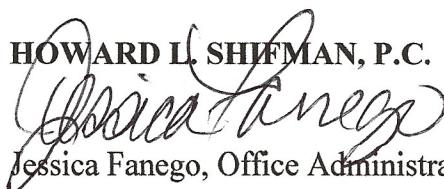
City of Oak Park – General	\$ 18,000.00
Labor Matters	_____
TOTAL	\$ 18,000.00

Please also be advised due to the Coronavirus all invoices going forward will be sent via-email only. Should you desire a hard copy, via regular mail, please feel free to contact me at:
Jessica@shifmanfournier.com

Thank you for your attention in this matter. If you have any questions or comments, please feel free to contact me at your convenience.

Very truly yours,

HOWARD L. SHIFMAN, P.C.


 Jessica Fanego, Office Administrator

Howard L. Shifman, P.C.
31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025

Invoice Submitted to:

Erik Tungate, City Manager
City of Oak Park
14000 Oak Park Boulevard
Oak Park, MI 48237

In Reference To: City of Oak Park/General Labor

Invoice # 14450

Professional Services

12/01/20	Services per Retainer Agreement	\$ 18,000.00
	For January 1, 2021 thru March 31, 2021	

	TOTAL	\$ 18,000.00
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	BALANCE DUE	\$ 18,000.00
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BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 7, 2020

SUBJECT: Appointment of new members to the Oak Park Youth Assistance Board

DEPARTMENT: City Manager's Office

SUMMARY: The Oakland County Youth Assistance Program is administered through the Oakland County Circuit Court/Family Division, and consists of local Youth Assistance offices in Oakland County communities through tri-sponsorship agreements between the Circuit Court, local municipalities and local school districts. The Oak Park Youth Assistance Program was created in 1983 by the Oakland County Circuit Court and includes the following sponsors: the City of Oak Park, the Oak Park School District, and the Charter Township of Royal Oak.

Membership eligibility includes civic leaders, organizational and governmental persons, professional people and individuals interested in serving youth in the area covered by the City of Oak Park and Oak Park School District. After new members are approved by the Oak Park Youth Assistance Board, they must be presented to the local sponsors for approval. Upon acceptance by the local sponsors, they must be sent to the Oakland County Circuit Court Judges for approval and formal appointment to the Board.

The Oak Park Youth Assistance has appointed Jaimie Horowitz, Ben Vineberg and Carl Dade, Leslye Richie to the Board, and is asking the local sponsors for approval.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: Request that City Council approve the appointment of Alyssa Klein, Aisha Tyler and Kristie Price to the Oak Park Youth Assistance Board.

APPROVALS:

City Manager: ET

Department Director: _____

Director of Finance: _____

Budgeted: ☐

EXHIBITS:



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 7, 2020

AGENDA #

SUBJECT: Cost Sharing Agreement with Michigan Department of Transportation (MDOT) for 2021 Safe Routes to School Project.

DEPARTMENT: Department of Technical and Planning - RMB

SUMMARY: The City has been working with OHM Advisors on plans and submittals for a Safe Routes to School project that includes sidewalk ramp additions and replacements, addition of a median island and HAWK Signal at 10 Mile and Rue Versailles as well as the addition of a left turn phase at 10 Mile and Church. The City made it through the fund obligation process and MDOT included the City's project in the November bid letting and received three bids. The lowest bid came in at \$564,936.12. The attached agreement is the final step of the process before construction and the City agrees to pay 100 percent of the costs greater than the grant amount of \$464,321.00.

FINANCIAL STATEMENT: This expenditure is budgeted and will be funded out of Account No. 202-18.479.970

RECOMMENDED ACTION: It is recommended that the City Council approves the attached agreement and authorizes City Manager Erik Tungate to sign.

APPROVALS:

City Manager: ET

Department Director: KJY

Finance Director: _____

Legal: _____

Budgeted ☐

EXHIBITS: Agreement

TAP

DA

Control Section	TA 63000
Job Number	209948CON
Project	2 OA I (044)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	20-5405

PART 1

THIS CONTRACT, consisting of PART 1 and PART 11 (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF OAK PARK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Oak Park, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT dated October 18, 2020, attached hereto and made a part hereof:

Safety improvement work along 10 Mile Road in the vicinity of Yeshiva Beth Yehuda School; including midblock pedestrian island with staggered crosswalk and HAWK signal installation work along 10 Mile Road east of East Rue Versailles Drive, concrete sidewalk and ramp installation work in the area south of and south of 10 Mile Road from Harding Street to Sussex Street, pedestrian refuge island installation and pushbutton installation work along 10 Mile Road at Greenfield Road; concrete sidewalk ramp, crossing, rapid rectangular flashing beacon, signing, and pavement marking installation work along Lincoln Street at Marlowe Place; box-span traffic signal, video detection, and traffic signal head installation work along 10 Mile Rd at Church Street; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART 1 and PART 11 refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

- A. At no cost to the PROJECT:
 - (1) Design or cause to be designed the plans for the PROJECT.
 - (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT,
- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Transportation Alternatives Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$464,321.00 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Federal toll credits shall be applied to the balance of the PROJECT COST such that the Federal toll Credits in combination with the Federal Transportation Alternatives Program Funds shall equal an amount not to exceed \$464,321.00 of those PROJECT COSTS eligible for participation with such funds. Federal toll credits are limited to \$84,274.26.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as

herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing resfictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to presewe the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 8 15.03(L) of the DEPARTMENTS Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which ~~construction~~ is to be performed to detennine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), shall

5

immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTNG PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA, If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages

that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and

specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTNG PARTY and local agencies, as applicable.

15. The REQUESTNG PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- c. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction

and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTNG PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF OAK PARK

MICHIGAN
DEPARTMENT OF
TRANSPORTATION

By _____
Title:

By _____
Department Director
MDOT

By _____
Title:

October 18, 2020

EXHIBIT 1

CONTROL SECTION	TA 63000
JOB NUMBER	209948CON
PROJECT	2 (044)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$535,300
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$535,300
Less Federal Transportation Alternatives Program Funds*	\$438,100
Less Federal Toll Credits* *	<u>\$ 26,200</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 71,000

*Federal Funds for the PROJECT are limited to an amount as described in Section 5. **
Federal Toll Credits for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT
DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART 11

STANDARD AGREEMENT PROVISIONS

SECTION 1 COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION 11 PROJECT ADMINISTRATION AND SUPERVISION

SECTION 111 ACCOUNTING AND BILLING

SECTION MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION 1

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering a, FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - C. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - C. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. ~~FAPG (23~~ CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement
 - g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4. 1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

- i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 1401): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
 - c. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental Impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- c, The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.
- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the

services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- 1. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded,
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION 111

ACCOUNTING AND BILLING

- A. Procedures for billing for work undertaken by the REQUESTING PARTY:
 - 1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS", Separate accounts shall be established and maintained for all costs incurred under this contract, The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract, In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the

REQUESTNG PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTNG PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTNG PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTNG PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTNG PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTNG PARTY, the REQUESTNG PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTNG PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any, funds then or thereafter payable by the

DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

- b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

- c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building

608 Allegan Street
Lansing, MI 48909

- d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.
 - e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.
 - f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- 2. Agreed Unit Prices Work All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
 - 3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number , or "Final Billing".

- 4, Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTNG PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTNG PARTY reimbursement of eligible costs.

B.Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTHcENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTNG PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thilty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1 ,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTNG PARTY such excess. . Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTNG PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.
- c. General Conditions:
1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
 2. Pursuant to the authority by law, the REQUESTNG PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transpoltation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTNG PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTNG PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTNG PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTNG PARTY with payment thereof, and to notify the REQUESTNG PARTY in writing of such fact.
 3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTNG PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an

equal amount from the REQUESTNG PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTNG PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(l).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23

USC109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted) maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- c. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way,
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- c. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, ^s, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being PL. 88-352, 78 stat. 241, as amended, being Title 42 U.S.C, Sections 1971, 1975a-1975d, and 2000a2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract,
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment, with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section I of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board Of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

B

TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. Compliance with Regulations: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts. Including Procurements of Materials and Equipment: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States . to enter into such litigation to protect the interests of the United States.

Revised June 201 1

C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts, Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 7, 2020

SUBJECT: Façade Grant Approval 8500 Capital Ave.

DEPARTMENT: Economic Development & Communications

SUMMARY:

The Economic Development & Communications Department has received an application for a Façade Improvement Grant from Ernies Market 8500 Capital Ave. The project specifications have met city all guidelines for the program except the receipt of two quotes due to issues not being able to get a contractor out. I am asking that due to these circumstances we waive that requirement during COVID. The project consists of adding an awning and wind enclosure on the south side to allow customers waiting to get in to be out of the elements. Total cost is \$5,776. The 50% grant match will not exceed the guidelines of \$2,500

FINANCIAL STATEMENT: Money is available in the facade improvement budget, 704-00.000.277.109

RECOMMENDED ACTION: Request that city council approve the façade grant for 50% of the project costs in an amount not to exceed \$2,500.00 to come from the 2020-2021 fiscal year.

APPROVALS:

City Manager: _____ *ET* _____

Department Director: _____ *KM* _____

Director of Finance: _____

Budgeted: ☐

Legal: _____

EXHIBITS: application, design and quote





SALES PROPOSAL

12700 Merriman Rd., Livonia, MI 48150 - (800) 44-AWNING - FAX (734) 422-3225

Billing Information

Name: Lois Hassan
Company: Ernie's Market
Address: 8500 Capital
Oak Park, MI, 48237
Email: erniessandwichshop@yahoo.com
Phone1: 7342614618

Proposal Date: November 25, 20
Cust No. ER7552-0
Order No. PRO-ER7552-0-1
Salesperson: dbache

Payment Info

Method:
Check No:
Amount Pd: \$0.00
Balance: \$5,776.00
Terms: COD

Job Site Contact Information

Company or Name: Ernie's Market
Contact: Lois Hassan
Address: 8500 Capital
Oak Park, MI 48237
Phone:

Order Specifications

Type	Width	Height	Proj	Price
1 Traditional Awning	33 ft 0 in	3 ft 0 in	4 ft 0 in	4,100.00
Fabric: Sunbrella 6008 Black				

Install a traditional awning with the address on the front & side of building.

1 Wind Panels Awning	14 ft 0 in	8 ft 0 in	0 ft 0 in	1,248.00
Fabric: Sunbrella 6008 Black				
Fabric: Clear Vinyl 972035 .030 Clear				

One wind panel installed on the south side.

1 Wind Panels Awning	4 ft 0 in	8 ft 0 in	0 ft 0 in	428.00
Fabric: Clear Vinyl 972035 .030 Clear				

Wind panel freezer strips installed on the south side left.

*Deposit of ½ down or a PO with your signed proposal are needed to start production.

*Permit (If Required) is an additional charge TBD and not included in the contract price.

\$150 to apply for permit plus cost of permit extra if required. Any additional required endorsements or changes to Marygrove's current liability insurance certificate may be subject to additional costs. Extra charge for sealed drawings, if required.

Quoted Price

\$5,776.00

TERMS/DISCLAIMERS

PAYMENT: Payment is due and payable in full upon delivery of units as noted on sales agreement. All warranties will be void unless all money due to Marygrove The Awning Store and More is paid in full when due. The Products listed on the sales agreement are to be custom made for purchases and therefore in this agreement cannot be changed, cancelled, modified, or discharged in whole or in part by the Purchaser except in accordance with the law or with written consent of the Seller. Seller does not guarantee performance in case of strikes, floods, or other condition beyond its control.

It is being agreed that, in the event of cancellation by the purchaser prior to the commencement of manufacturing of the goods on the sales agreement, the Seller would suffer damages in an amount which would be substantial but would be uncertain and difficult of proof. It is agreed, and it is the intention of the parties hereto that in the event Purchaser breaches this contract prior to the commencement of manufacturing of the goods on the sales agreement, he shall pay, as liquidation damages and not as a penalty to the Seller, the sum of thirty-three percent (33%) of the total cash price of this Contract.

In the event Purchaser breaches thereafter, he shall be liable for the total cash price of this Contract. Upon completion of the work noted on the sales agreement, the undersigned agrees to execute a note and completion certificate as requested by the Contractor. It is mutually agreed that this contract may be assigned or subcontracted by the Seller and that where the term "Seller" is used herein, it shall be construed to mean assigns, and that the terms and agreements herein contained shall bind, apply, and Insure the heir, assigns, successors, executors and administrators of the parties thereto. The undersigned represents that he/she is (they are) the owners of the address listed on the sales agreement mentioned premises and that the legal title thereto stands or record in his/her or their names. The undersigned acknowledges receipt of a true copy of the Contract. He/she further acknowledges that he/she has read and knows the contents thereof, understands that no other agreements, verbal or otherwise, are binding upon the parties hereto and that his/her Contract contains the full agreement between the parties and that this and no other agreement exists, and that all previous conversations are undersigned further acknowledges receipt of separate copies of notice of his/her right to cancel this agreement. The awning remains the property of Margrove Awning until the invoice is paid in full. "YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PROIR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. IN WITNESS THEREOF, the undersigned have hereunto subscribed their names the day and year first written on the sales agreement.

COLLECTION COSTS: Customer agrees to pay 1.5% service charge per month on any outstanding or late balance. Customer also agrees to pay all Marygrove's collection cost reasonably related to Marygrove's efforts to collect payment for their services. Including: (1) attorney's fees; (2) cost of suit; (3) \$200 to cover Marygrove's internal collection overheard; (4) all other reasonable collection costs. You agree now that the amounts shown on the sales agreement are reasonable predictions of what Marygrove's actual cost and overhead will be and are not penalties.

Marygrove, The Awning Store and More	Purchasers' Signature	Date of Signature
	By _____	_____
Sales Rep.: _____	By _____	_____

CITY OF OAK PARK SMALL BUSINESS FACADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: Ernest Hassan

Address: 17703 Francavilla

City: Livonia

State: MI

ZIP Code: 48152

Phone: 734-812-7552

Email: imh4618@yahoo.com

FOR TENANTS

Name of Building Owner: Ernest Hassan

Address of Building Owner: 17703 Francavilla

City: Livonia

State: MI

Zip Code: 48152

Phone:

Email:

PROPERTY TO BE IMPROVED

Name of Business: Ernie's Market

Address: 8500 Capital

City: Oak Park

State: MI

Phone: 734-812-7552

ZIP Code: 48137

Type of Business: Food Restaurant

Tax ID #: 38-3280134

Proposed start of construction: December 1, 2020

Anticipated completion: Jan 30, 2021

Short description of proposed work: Awning and Wind shield

ACKNOWLEDGEMENTS

By signing this Application, I affirm that I am the property owner of the above Property or as the tenant, have received permission from the property owner via the accompanying notarized letter to perform the proposed improvements. I further affirm that all the statements made on this application are true, and I understand that any falsification or willful omission will be sufficient cause to void my Application and any reimbursement awarded. In such a case that any reimbursement awarded by the city is voided due to any falsification or willful omission, I agree to repay the reimbursement amount to the DCED within sixty (60) days, plus all of the costs and attorney fees incurred by the DCED to collect the reimbursement proceeds if I fail to repay the DCED within the sixty (60) days. I have read and understand and agree to comply with all requirements of the DCED Facade Improvement Program (hereinafter the "Program"). I hereby acknowledge that I may be required to submit additional documentation or information that was not required on this application if requested by the DCED. I further hereby acknowledge that the DCED reserves the right to reject any or all applications received pursuant to the Program.

Also, I understand, acknowledge and agree to the following:

1. It is expressly understood that the Applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances and other applicable regulations.
2. It is expressly understood that the Applicant will not seek to hold the City of Oak Park and or any of its employees, officers/directors liable for any property damage and/or personal injury, or other loss related in any way to the Small Business Facade Improvement Program.
3. The Applicant shall be responsible for maintaining sufficient insurance coverage for property damage and personal injury liability relating to the Small Business Facade Improvement Program. Applicant should ask for contractor's proof of liability insurance.
4. Applicant will review and abide by the Oak Park Design Guidelines.
5. Applicant will pull permits if required.
6. Applicant will maintain the improvements made to the property.
8. If Applicant chooses to alter the scope of work after DCED has approved it, Applicant may be ineligible for a portion or the entire reimbursement amount agreed upon from the original scope of work.

9. Applicant agrees to allow the DCED to promote the program including but not limited to displaying signage at the construction site and using photographs in promotional materials and press releases.

SIGNATURES

Signature of applicant: Ernest Hassan

Ernest Hassan

Date: November 24, 2020

Printed name of applicant: Ernest Hassan

Signature of Property Owner (if applicable): Ernest Hassan

Date: November 24, 2020

Printed name of Property Owner (if applicable): Ernest Hassan

FOR DCED OFFICE USE ONLY

Is the application above complete along with all additional necessary documentation (i.e. notarized letter from property owner)?

YES
xx

NO
☐

Is the building in compliance with all zoning ordinances and current on all property taxes?

YES
x☐

NO
☐

Are the proposed improvements eligible under the requirements of the program?

YES
x☐

NO
☐

Has the applicant provided architectural drawings of the proposed improvement?

YES
x☐

NO
☐

Has the applicant included at least two photos of the current property?

YES
x☐

NO
☐

Has the applicant included at least two bids from licensed contractors for the work to be completed?

YES
☐

NO
☐

Are the proposed improvements consistent with the proposed Oak Park Design Guidelines?

YES
x☐

NO
☐

Date submitted to city council for approval _____ November 25, 2020 _____ Amount approved

City Council approved

YES
☐

NO
☐



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: December 7, 2020

SUBJECT: Communications Equipment Purchase

DEPARTMENT: Communications and Public Information

SUMMARY: In light of unexpected burdens caused by the global, coronavirus pandemic, the City of Oak Park has been forced to adapt in many ways to maintain open, accurate, and timely communication with stakeholders.

At the City Manager's request, the Communications and Public Information (CPI) department was tasked with identifying efficient and effective communication methods for delivering City Council meetings, both, virtually and in a hybrid format, which accommodates meetings with limited in-person participation and simultaneous, interactive broadcast (currently scheduled to begin taking place in January 2021).

In addition, the CPI department was asked to identify other equipment essential to maintaining effective stakeholder communication while minimizing physical contact to maintain the health and safety of city staff and visitors to the municipal complex.

As a result of the requested research, the CPI department recommends the following:

- New production switcher with remote user training and 24/7 vendor tech support – which is instrumental in broadcasting reliable videoconferences and hybrid meetings
- Cablecast digital signage in five locations within the municipal complex: City Hall, Municipal Services, Recreation, Library, and Public Safety – allowing the CPI department to program and scroll consistent messaging related to instructions and program marketing on all signage players
- Podium video source – which expands our ability to use multiple devices from City Council Chambers during meetings

There is a possibility that some of the suggested items may be reimbursed by Oakland County as part of the county's efforts to support municipalities relative to the pandemic. The county stipulates that all potentially reimbursable purchases must be completed, and equipment installed by December 17, 2020, to qualify for consideration.

FilmTools, a production equipment vendor and past supplier for the City of Oak Park, is prepared to install the necessary equipment before the county's deadline. The total cost of purchase and installation is \$29,125.00. Should the City of Oak Park qualify for reimbursement, the county has indicated that only equipment for the Community Center and Library may qualify, which may be \$8,580.00 of the total cost.

Please note that it is the CPI department's recommendation that the City of Oak Park requires all the equipment discussed in this request to meet the city's communication objectives regardless of the county's reimbursement decision.

FINANCIAL STATEMENT: Costs included in agenda summary and invoice attached as "Oak Park HD Upgrade SQ-8045045.7"

RECOMMENDED ACTION: It is recommended that City Council approve the purchase of communications equipment in the amount of \$29,125.00, authorized as a fund balance expenditure. Due to the unexpected nature of the necessity and relative time constraints, the CPI department further recommends that the purchase and installation take place before December 17, 2020, and that a budget amendment be presented at the City Council's next, quarterly budget amendment meeting.

APPROVALS:

City Manager: _____ *ET* _____

Department Director: _____ *JD* _____

Director of Finance: _____

Budgeted: ☐ Not budgeted: ☐

EXHIBITS: FilmTools Invoice



1015 North Hollywood Way
Burbank, CA 91505
Phone (818) 566-9898

Quotation

DATE 12/2/20
Quotation # SQ-8045045.7

Jon Stilson

jons@vtpcorp.com

Quotation valid until: 1/1/21

Prepared by: **Jon Stilson**

Sold To:		Ship To:	End User:
Company Name: City of Oak Park		City of Oak Park	City of Oak Park
Address: 14000 Oak Park Blvd.		14000 Oak Park Blvd.	14000 Oak Park Blvd.
Suite #:			
City, State: Oak Park, MI		Oak Park, MI	Oak Park, MI
Zip Code: 48237		48237	48237
Country:			
Contact: Joscelyn A. Davis		Joscelyn A. Davis	Joscelyn A. Davis
Telephone: (248) 691-7400		(248) 691-7400	(248) 691-7400
Fax:			
E-mail: jdavis@oakparkmi.gov		jdavis@oakparkmi.gov	jdavis@oakparkmi.gov

#	QTY	Manufacturer	Product	Description	Unit Price	Extended Price
1	1	Newtek	FG-002694-R001	Production Switcher TriCaster TC410 Plus BASE Bundle (includes TriCaster 410 Plus and TC1SP)	12,995.00	12,995.00
2	1	Newtek	PTTC410PA	Annual 24/7 Support ProTek for TriCaster TC410 Plus (initial 2 year coverage) https://www.newtek.com/support/protek/	1,345.00	1,345.00
3	2	Newtek	FG-002940-R001	Optional Remote Training Remote Training*, nontaxable - A minimum of 3 weeks-notice required One-day (8 hours) operator training for NewTek products that are installed at the facility. Training to be completed by a NewTek Authorized Trainer according to a predetermined training plan. Maximum of 3 trainees. End User information (including email address) and tentative dates required. A minimum of 3 weeks-notice is required.	1,995.00	3,990.00
4	2	AJA	HA5	Podium Video Source AJA HDMI to SD/HD-SDI Video and Audio Converter	325.00	650.00
5	1	AJA	Gen10	HD/SD Sync Generator, simultaneous Blackburst & tri-level, outputs assignable	325.00	325.00
6	4	Tightrope	CG License	Cablecast Digital Signage New - Cablecast Extra CG License for Digital Signage One time fee (up to 5 Players) Signage Player	400.00	1,600.00

7	4	Seneca	USFI-03-V1	USFI-03-V1 (M720) Dynamic Kit Tightrope-ISV Tightrope-ISV use 01AJ938 Lenovo M720 Tiny DP to HDMI add-on card 10TCS0DP00 M720 Tiny, Core i3 8100T, 4GB, WiFi, BT, 3Yr. BOX-LEN-TINY BOX 19 x 5 3/8 x 10 5/8 LOGO-SENECANANO Seneca Branding Label forVX-Series MUU-00002 MS Win10 IoT Enterprise 2019 LTSC Value for Embedded 4o4 SBAR-BASIC SBAR Basic Recovery Solution - Recovery Partition Creation NO-OPTMEMUPG4 No Memory Upgrade Selected - Baseunit has 4GB of memory 4XB0N10299 256GB PCIe NVME TLC OPAL M.2 SSD 39MO-DEPOT 39 Month Media Player Depot Warranty 5WS1A08242 3 Year Premiere Support	745.00	2,980.00
8	2	Cyberpower	OR1500LCDRT2U	UPS Replacement OR1500LCDRT2U Smart App LCD UPS Series	395.00	790.00
9	1		Installation Estimate	Design, Engineering Installation, Cable Management, Estimated pending BOM and SOW Remove and Reinstall Tricaster, Install Scaller in Podium **Need to assess the access to cable installation to podium.**	4,000.00	4,000.00
SUBTOTAL						\$ 28,675.00
TAX RATE						0.00%
SALES TAX						-
ESTIMATED SHIPPING						450.00
RECYCLE FEES						
TOTAL						\$ 29,125.00

Quotation Comments



Quotation

1015 North Hollywood Way
Burbank, CA 91505
Phone (818) 566-9898

DATE 12/2/20
Quotation # SQ-8045045.7

Quotation valid until: 1/1/21
Prepared by: Jon Stilson

Purchase orders should include:

Company Name, address, phone, fax, contact email, Bill To / Ship To address, phone, fax, contact email
Payment Terms (same as Filmtools quotation)

Purchase orders and payments are to be addressed to:

Filmtools
1015 North Hollywood Way
Burbank, CA 91505

Payment Information:

US Wire Transfer

Wire and ACH payments
accepted.

Regular Mail

Filmtools
1015 North Hollywood Way
Burbank, CA 91505

The price quotation above is a binding offer good up and until the expiration date set forth herein, unless earlier withdrawn by Filmtools in writing, after which it is subject to change by Filmtools in its sole discretion. "Filmtools" means the applicable Filmtools contracting party under the Agreement.

By signing below, the customer represents and warrants that the undersigned is a duly authorized representative of customer acknowledges that is has read, understands and confirms acceptance of the terms and conditions of this quote.

Customer

CUSTOMER NAME:

SIGNATURE:

NAME:

TITLE:

DATE:

TAX EXEMPT?

☐ NO

☐ If YES, please attach the appropriate forms

Filmtools TERMS & CONDITIONS

All Filmtools Orders

Prices quoted by Filmtools are cash discount prices in U.S. Currency for either one, or specific quantities of equipment or package bids, and price and availability are subject to change without notice. Prices do not include taxes, delivery, handling charges, export uplifts, export fees, or California SBOE Electronic Waste Recycling Fees. Exact cash payment is generally accepted by Filmtools except in large dollar amounts for which Filmtools may request payment by cashier's check drawn on a major U.S. Bank or Financial Institution. UPS COD delivery service no longer accepts cash payment, and is for cashier's check payment only (see COD section below). Filmtools requires a valid sold to name, billing address, and telephone number as a minimum amount of information to record a transaction, cash or otherwise and may impose limitation on any order.

California Electronic Waste Device Recycling Fees

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COD, Payment by Cashier's Check

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Deposits

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Handling Charges and Payment by Visa, MasterCard, & American Express

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Payment or Company Check

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Standard Manufacturer's Warrant & 20% Restocking Fee

Applying for Net Terms or Changing Terms with Filmtools

Filmtools Product Lines

Will Call Pickup

Delievery & Order Turnaround

Partial Shipments

Demo & Used Equipment



CITY OF OAK PARK

City Council

Mayor
Marian McClellan
Mayor Pro Tem
Carolyn Burns
Council Members
Solomon Radner
Regina Weiss
Julie Edgar
City Manager
Erik Tungate

DATE: December 2, 2020

TO: Oak Park City Clerk Ed Norris and Oak Park City Council

FROM: Regina Weiss, Council Member

SUBJECT: Resignation

I am writing to inform you that I am formally resigning from Oak Park City Council effective Friday, December 11, 2020.

It has been an absolute honor, privilege, and joy to serve the City of Oak Park. I am grateful for the support of my fellow councilmembers, the Mayor, City Manager, City Attorney, the rest of city staff, and all of the residents of the great city of Oak Park. I look forward to continuing my service for Oak Park and the rest of the 27th House District in 2021 and beyond.

If you have any questions, please feel free to contact me.

Sincerely,

Regina Weiss
Oak Park City Council Member
Rweiss@oakparkmi.gov
248.791.2623

**RESOLUTION OF THE OAK PARK, MICHIGAN CITY COUNCIL
ACCEPTING THE RESIGNATION OF COUNCIL MEMBER REGINA WEISS
AND SPECIFYING AN EFFECTIVE DATE**

WHEREAS, in accordance with the City Charter, Section 5.5 - Resignations, resignations of elective officers shall be made in writing and filed with the clerk and shall be acted upon by the council at its next regular meeting following receipt thereof by the clerk; and

WHEREAS, on December 2, 2020 Council Member Regina Weiss provided written notice of resignation to the City Clerk with said resignation being effective December 11, 2020 after acceptance of the resignation by the Council at the December 7, 2020, City Council Meeting.

NOW, THEREFORE, BE IT RESOLVED, that the resignation of Council Member Regina Weiss is hereby accepted; and

BE IT FURTHER RESOLVED, that the City Council declares that a vacancy exists on Council effective December 11, 2020; and

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon conclusion of the December 7, 2020 Regular City Council Meeting.

I hereby certify that the forgoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on December 7, 2020 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of the Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

T. Edwin Norris, City Clerk