



City of the Village of Clarkston  
375 Depot Rd  
Clarkston, Michigan 48346  
City Council Regular Meeting  
01 11 2021

You may join the meeting from your computer, tablet or smartphone using the following link:

<https://global.gotomeeting.com/join/939568973> Or you may call-in using the following phone number and access code: (408) 650-3123 .  
Access Code: 939-568-973

1. Call To Order
2. Pledge Of Allegiance
3. Roll Call  
Mayor Haven, Avery, Bonser, Casey, Kneisc, Luginski, Wylie
4. Approval Of Agenda - Motion
5. Public Comments:  
Individuals have the opportunity to address the City Council on subjects not on the Agenda, limiting their comments to three minutes. Alternatively, public comments may be emailed to City Manager Jonathan Smith @ [smithj@villageofclarkston.org](mailto:smithj@villageofclarkston.org) or City Clerk Jennifer Speagle @ [speaglej@villageofclarkston.org](mailto:speaglej@villageofclarkston.org) and they will be read out loud during this time. If preferred, comments may be stated or submitted anonymously.
6. FYI:
7. Sheriff Report For December 2020  
Documents:  
[SHERIFF REPORT DECEMBER 2020.PDF](#)
8. City Manager Report  
Documents:  
[CITY MGR REPORT 01 11 2021.PDF](#)
9. Acceptance Of The Consent Agenda As Presented - Motion  
Minutes and Treasurer's Report  
Minutes  
Final 11 23 2020  
Draft 12 14 2020

Draft 01 06 2021  
Treasurer's Report 01 11 2021

Documents:

[01 11 2021 CONSENT AGENDA.PDF](#)

10. Old Business

11. New Business

11.a. Motion: Depot Park Optimist Ice Rink

Documents:

[MOTION DEPOT PARK OPTIMIST ICE RINK 01 11 2021.PDF](#)

11.b. Discussion: Clarkston Restaurant Relief Grant

Documents:

[DISCUSSION CLARKSTON RESTAURANT RELIEF GRANT 01 11 2021.PDF](#)

11.c. Resolution: Agreement For Legal Services

Documents:

[RESOLUTION AGREEMENT FOR LEGAL SERVICES 1-11-2021.PDF](#)

11.d. Resolution: Smart Credit Contract For FY 2021

Documents:

[RESOLUTION SMART CREDIT CONTRACT FOR FY 2021.PDF](#)

12. Adjourn

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

**OAKLAND COUNTY SHERIFF DEPARTMENT  
INDEPENDENCE SUBSTATION**

TO: John Smith, City Manager

FROM: Lieutenant Todd Hill, Substation Commander

SUBJECT: City of the Village of Clarkston Monthly Report

	2020												2020	2019
ARRESTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD
Felony (CLR-059)	0	1	1	2	1	1	1	1	0	4	0	1	13	12
Misdemeanors (CLR-059)	15	11	8	1	2	1	3	1	1	2	0	1	46	108
<b>MICR:</b>														
Violent Crimes (CLR-004)	0	1	3	4	0	2	0	0	2	0	0	0	12	12
Property Crimes (CLR-004)	2	1	0	3	1	1	3	4	2	1	0	2	20	18
<b>TRAFFIC:</b>														
Monthly Warnings - Citation Report	14	18	6	2	7	2	0	2	3	1	1	1	57	143
Monthly Citations - Citation Report	10	22	4	1	4	4	0	0	8	8	1	2	64	176
Crashes - Czrsh Report	0	3	1	0	3	3	6	1	2	1	0	2	22	19
<b>LIQUOR INSPECTION ACTIVITY:</b>														
Alcohol Compliance Checks (AE)	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Violations (CLR-065)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>STATION STATISTICS:</b>														
Calls for Service (CLR-065)	98	90	111	85	45	82	84	91	68	70	58	93	975	554

**City of the Village of Clarkston**  
**City Manager Report**  
**January 11, 2021**

**Main Street “Your Speed” Signs**

I am pleased to report that installation of the City’s new electronic “Your Speed” signs on North Main Street is now complete. The northbound sign is located near the spillway (at approximately 20 N. Main) and the southbound sign is located near the entrance to the City (at approximately 177 N. Main). This was a complicated installation, with many prerequisites from MDOT, most notably the break-away sign pole bases. These signs are battery operated, requiring our DPW staff to monitor the status and periodically swapout the batteries with freshly charged ones. The signs are currently running in silent mode, allowing us to capture “before” speed data until approximately January 18<sup>th</sup>. MSU student CJ Sivak will capture before and after speed data for the next several weeks, summarizing her findings and reporting back to Council some time in February.

**Removal of Buckthorn Invasive Species in Depot Park**

This week, Cardno, the City’s invasive specie contractor began removal of Buckthorn plants in the Depot Park wetlands, as approved by City Council in August. While not as fast growing as Phragmite plants, Buckthorn is far more labor intensive to eradicate, requiring that the individual trees be cut with a chain saw and then immediately treated with an herbicide. January and February are the ideal months to do this work. To keep costs down, Cardno is responsible for identifying the trees, cutting them down and applying the herbicide. Our DPW staff, assisted by a team of volunteers, will move the cuttings to an open area where they can be burned. The Independence Township Fire Department will be consulted prior to any burn. Volunteers interested in assisting with this large project are strongly encouraged to contact the City Office!

**Depot Park Optimists Ice Rink**

For several years now the Clarkston Area Optimist Club, led by Tom Middleton, have installed and maintained the ice-skating rink in Depot Park. This year, the Clarkston Community School District Technical Center Construction Program, under the direction of resident Steve Wyckoff, is partnering with the Optimists to purchase, install and maintain an all-new modular rink. The modular components were received today and installation is targeted for January 14<sup>th</sup>. A separate agenda item in this Council meeting will be to approve the agreement with the Optimists and Clarkston Schools. Our thanks to Tom Middleton, Jim Evans and Kathy Novak from the Optimists Club and Steve Wyckoff of Clarkston Schools and all of his Construction Program students! You might want to start tuning up those old skates of yours!

**Social District Approved**

While we have not received formal notification from the State, the Michigan Liquor Control Commission website now lists Clarkston as one of 25 approved Social Districts in the state and 3 in Oakland County.

**Martin Luther King Holiday**

The City Offices will be closed on Monday, January 18<sup>th</sup> in recognition of the Martin Luther King holiday.

Respectfully submitted,

**Jonathan Smith,**  
**January 7, 2021**





City of the Village of Clarkston  
Artemus M. Pappas Village Hall  
375 Depot Road  
Clarkston, Michigan 48346  
City Council Regular Meeting Minutes  
**11 23 2020 Final Minutes**

11/23/2020 - Minutes

1. Call To Order

@ 7:01pm by Clerk Jennifer Speagle

2. Pledge Of Allegiance

3. Swearing In Of Council Members

Al Avery, Ed Bonser, Gary Casey, Joe Luginski and Sue Wylie were sworn in by Clerk Jennifer Speagle.

4. Roll Call

Al Avery (Clarkston, Mi) Ed Bonser (Clarkston, Mi) Gary Casey (Clarkston, Mi) Jason Kneisc (Clarkston, Mi) Joe Luginski (Clarkston, Mi) Sue Wylie (Clarkston, Mi) Present. Mayor Haven - Absent.

5. Motion: To Elect Mayor ProTem

Motion by Casey Second by Avery to appoint Sue Wylie as Mayor ProTem. Avery, Bonser, Casey, Kneisc, Luginski - Yes. Wylie Abstained, Haven absent. Motion Carried.

6. Approval Of Agenda - Motion

Motion by Luginski Second by Bonser to accept the Agenda as presented. Avery, Bonser, Casey, Kneisc, Luginski, Wylie- Yes Motion carried.

7. Public Comments:

Public Comments made by Chet Pardee

8. FYI:

9. Sheriff Report For October 2020

10. City Manager Report

11. Acceptance Of The Consent Agenda As Presented - Motion

Motion by Luginski Second by Casey to accept the Consent Agenda as presented. Avery, Bonser, Casey, Kneisc, Luginski, Wylie- Yes Motion carried.

12. Old Business

12.a. Discussion: FODP Master Plan Vision For Depot Park

12.b. Discussion: Update On Office Operations Under New COVID Guidelines

12.c. Resolution: Rules For Electronic Meetings

Motion by Casey Second by Bonser to Adopt the recently amended Public Act 2258 of 2020 for electronic meetings. Avery, Bonser, Casey, Kneisc, Luginski, Wylie- Yes Motion carried.

12.d. Resolution Reimbursement To Independence Twp For Interceptor Cost

Motion by Wylie Second by Avery to authorize the City Treasurer to submit payment to Independence Township in the amount of \$98,921.06 to reimburse the Township for the City's share of the Oakland-Macomb Interceptor repair cost, to be paid from the City Sewer Fund. Avery, Bonser, Casey, Kneisc, Luginski, Wylie- Yes Motion carried.

12.e. Resolution Main St Sign Poles

Motion by Avery Second by Luginski to authorize the City Manager to contract with POCO Sales for the installation of two breakaway sign posts on N Main Street at a not-to-exceed cost of \$1,600.00, to be funded by the Major Street Traffic Services budget. Avery, Bonser, Casey, Kneisc, Luginski, Wylie- Yes Motion carried.

12.f. Resolution Social District

Motion by Kneisc Second by Wylie to designate the social districts commons areas as provided on the map, establishes the management and maintenance plan, and authorizes the City Manager to take all such other actions necessary in order to implement this Resolution and comply with the act. Avery, Bonser, Casey, Kneisc, Luginski, Wylie - Yes. Motion Carried.

13. New Business

13.a. Resolution Budget Amendment For Election Costs

Motion by Casey Second by Avery to Authorize the City Treasurer to complete a budget amendment in the amount of \$850.00. To be taken from the Grant Writing Budget and moved to the Election Budget. Avery, Bonser, Casey, Kneisc, Luginski, Wylie- Yes Motion carried.

14. Adjourn

Motion by Avery Second by Bonser to adjourn at 8:49pm. Avery, Bonser, Casey, Kneisc, Luginski, Wylie- Yes Motion carried.

Respectfully Submitted by Jennifer Speagle, City Clerk.



City of the Village of Clarkston  
Artemus M. Pappas Village Hall  
375 Depot Road  
Clarkston, Michigan 48346  
City Council Regular Meeting Minutes  
**12 14 2020 Draft Minutes**

12/14/2020 - Minutes

1. Call To Order  
By Mayor Haven @ 7:pm
2. Pledge Of Allegiance
3. Roll Call  
Mayor Haven (Clarkston, Mi), Al Avery (Clarkston, Mi), Ed Bonser (Clarkston, Mi), Gary Casey (Clarkston, Mi), Jason Kneisc (Clarkston, Mi), Joe Luginski (Clarkston, Mi) Sue Wylie (Clarkston, Mi) - Present
4. Approval Of Agenda - Motion  
Motion by Wylie Second by Kneisc to approve the Agenda as presented. Haven, Avery, Bonser, Casey, Kneisc, Luginski & Wylie - Yes. Motion Carried.
5. Public Comments:  
By Chet Pardee. Mr Pardee recommends that the responsibility for developing the street and sidewalk maintenance and funding plans be given to the Planning Commission. Chet also recommends that the Planning Commission become the City's Finance Committee and that Al Avery become an additional Council liaison as part of the Planning Commission as this will enable the City Council to act as "The Friends of Clarkston Streets and Sidewalks".
6. FYI: Retail & Dining Flyers
7. Sheriff Report For November 2020
8. City Manager Report
9. Acceptance Of The Consent Agenda As Presented - Motion  
Motion by Bonser Second by Casey to approve the Consent Agenda as presented. Haven, Avery, Bonser, Casey, Kneisc, Luginski & Wylie - Yes. Motion Carried.
10. Old Business
  - 10.a. Resolution: Decline The Michigan DNR Grant Offering  
  
Motion by Haven Second by Luginski to decline DNR grant and to rescind City Council Resolution for this project on March 25th, 2019.  
  
Haven, Avery, Casey, Kneisc, Luginski & Wylie - Yes. Bonser - No Motion Carried.
  - 10.b. Motion: Acceptance Of Depot Park Conceptual Plan  
  
Motion by Haven Second by Bonser to move to table the motion and bring back an amended version to a future Council Meeting.  
  
Haven, Avery, Bonser, Casey, Kneisc, Luginski & Wylie - Yes. Motion Carried.



10.c. Resolution: Paid Parking & Parking Enforcement

Motion by Wylie second by Avery that the current suspension of Paid Parking and Parking Enforcement be extended to 2 15 2021.

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

11. New Business

11.a. Resolution: Acceptance Of The Financial Audit For The 19/20 Fiscal Year

Motion by Luginski Second by Wylie that the City Council of the City of the Village of Clarkston hereby agrees to accept and file the 19/20 Fiscal Year Audited Financial Report as submitted by City Auditor Rana Emmons of PSLZ LLP.

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

11.b. Resolution: Oakland County Designated Assessor Interlocal Agreement

Motion by Wylie Second by Casey to Approve the Interlocal Agreement assigning Oakland County Equalization and Dave Hieber, Oakland County Equalization Officer, the Designated Assessor for the City of the Village of Clarkston for the period January 1, 2021 through December 31, 2025.

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

11.c. Resolution: Great Lakes Water Authority Rules And Regulations

Motion by Wylie Second by Bonser to concur in the rules and regulations concerning industrial pretreatment program as adopted by the Great Lakes Water Authority.

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

11.d. Motion: Historic District Study Committee Appointment

Motioned by Bonser Second by Kneisc to appoint Emily Blakowski to fill the open HDC Study Committee seat vacated by Steve Himburg, effective immediately. Haven, Avery, Bonser, Casey, Kneisc, Luginski & Wylie - Yes. Motion Carried.

11.e. Motion: Approval Of The 2021 City Council Meeting Schedule

Motion by Wylie Second by Bonser to approve the 2021 City Council Meeting Schedule. Haven, Avery, Bonser, Casey, Kneisc, Luginski & Wylie - Yes. Motion Carried.

11.f. Motion: Cancellation Of The December 28th 2020 City Council Meeting

Motion by Casey Second by Bonser to approve the cancelation of December 28, 2020 City Council meeting. Haven, Avery, Bonser, Casey, Kneisc, Luginski & Wylie - Yes. Motion Carried.

12. Resolution: Closed Session

Motion by Wylie second by Avery to enter into closed session @ 8:42pm as permitted by State Statute MCL 15.268(e) to discuss the Susan Bisio v City of the Village of Clarkston, Oakland County Circuit Court Case number 2015-150462-CZ, currently pending before the Honorable Leo Bowman. Haven, Avery, Bonser, Casey, Kneisc, Luginski & Wylie - Yes. Motion Carried.

13. Motion: Adjourn Closed Session

Motion by Wylie Second by Bonser to adjourn the closed session at 9:50 pm.

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

14. Motion Resulting From Closed Session

Motion by Avery Second by Casey to accept the recommendation from Attorney James Tamm regarding the Bisio v City of Clarkston lawsuit.

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

15. Adjourn

Motion by Avery Second by Kneisc to adjourn at 9:55 pm. Haven, Avery, Bonser, Casey, Kneisc, Luginski & Wylie - Yes. Motion Carried.

Respectfully Submitted by Jennifer Speagle, City Clerk.

DRAFT



City of the Village of Clarkston  
Artemus M. Pappas Village Hall  
375 Depot Road  
Clarkston, Michigan 48346  
City Council Special Meeting Minutes  
01 06 2021 **Draft Minutes**

1/6/2021 - Minutes

1. Call To Order  
By Mayor Haven at 7pm
2. Pledge Of Allegiance
3. Roll Call  
Haven, Avery, Bonser, Casey, Luginski, Wylie - Present. Kneisc - Absent.
4. Approval Of Agenda - Motion  
Motion by Wylie Second by Avery to approve the Agenda as presented. Haven, Avery, Bonser, Casey, Luginski, Wylie - Yes. Kneisc Absent. Motion Carries.
5. Public Comments:  
By Chet Pardee regarding approving budgeted funds prior to a financial commitment being made in the Bisio v Clarkston lawsuit. He also requested that the City's website update the City's budgets and Audit info for 2018, 2019 & 2020. Mr Pardee thanked City Manager Jonathan Smith for adding the RAMP report from September 2018 to the the City's website.
6. Resolution: Adopt Rules For Electronic Meetings  
  
Motion by Avery Second by Casey to accept the Amendment to Public Act 254 by the Michigan legislature and signed by Governor Whitmer to extend the no reason virtual meeting amendment to the Michigan Open Meeting Act to March 31, 2021. Haven, Avery, Bonser, Casey, Luginski, Wylie - Yes. Kneisc Absent. Motion Carries.
7. Resolution: Closed Session To Discuss Pending Litigation  
Motion by Luginski Second by Avery to enter into Closed Session @ 7:23pm as permitted by State Statute MCL 15.268 (e) to discuss the Bisio v Clarkston Lawsuit (Oakland County Circuit Court Case Number 2015-150462-CZ Pending before the Honorable Leo Bowman). Haven, Avery, Bonser, Casey, Luginski, Wylie - Yes. Kneisc Absent. Motion Carries.
8. Return To Open Session  
Motion By by Avery Second by Wylie to adjourn closed session @ 8:45pm and return to open session. Haven, Avery, Bonser, Casey, Luginski, Wylie - Yes. Kneisc Absent. Motion Carries.
9. Roll Call  
Haven, Avery, Bonser, Casey, Luginski, Wylie - Present. Kneisc - Absent.
10. Resolution: To Obtain Additional Legal Council For Bisio V Clarkston Lawsuit  
Motion by Avery Second by Bonser to approve the hiring of additional legal counsel to co-represent the City in the Bisio v Clarkston lawsuit in a not to exceed amount of \$350.00 per hour due to conflict with City Attorney Tom Ryan. Haven, Avery, Bonser, Casey, Luginski, Wylie - Yes. Kneisc - Absent. Motion Carries.
11. Adjourn



Motion by Luginski Second by Wylie to adjourn @ 8:52pm. Haven, Avery, Bonser, Casey, Luginski, Wylie - Yes. Kneisc - Absent.

Respectfully Submitted by Jennifer Speagle, City Clerk.

DRAFT

# TREASURER'S REPORT FOR CITY COUNCIL MEETING:

1/11/2021

## Treasurer's Report:

Disbursements from 12/1/2020-12/31/2020	
101 General Fund -	\$ 100,887.14
202 Major Streets -	\$ 364.94
203 Local Street	\$ 181.72
231 Parking Meter Fund	\$ 260.36
236 Friends of Depot Park	\$ -
295 Mill Pond Lake -	\$ -
301 2012 GO Bond Debt	\$ -
305 2007 GO Bond Debt	\$ -
401 Capital Projects Fund -	\$ 1,983.07
590 Sewer Fund -	\$ 65.94
703 Tax Fund -	\$ 77,903.40
856 Area 1,2,4 SAD	\$ -
Total	<hr/> \$ 181,646.57
II. Invoices for review and payment approval	
Carlisle Wortman - Master Plan, Bldg Adm, Planner & Other	\$ -
HRC - Professional Services	\$ 1,239.30
HRC - Main Street Traffic Claiming	\$ 536.80
HRC - Depot Park Restroom Relocation	\$ 1,111.48
HRC - Sidewalk Plans & Specs	\$ -
HRC - Office Expansion Study	\$ -
HRC - Parking Study	\$ -
Tom Ryan - Professional Services (December Invoice)	\$ 1,163.75
Tom Ryan - Clarkston Court Prosecution (December Invoice)	\$ 95.00
Total	<hr/> \$ 4,146.33
III. Other Checks for Review	
Weingartz	\$ -
H2A Architects, Inc	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total	<hr/> \$ -
Grand Total	<hr/> \$ 185,792.90

Prepared by Gregory Cote' 1/6/2021

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
 CHECK DATE FROM 12/01/2020 - 12/31/2020

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
12/03/2020	GEN	10064	11/30/2020	DOUG WEAVER	BLDG INSPECTORS' SALARIES	703.004	371	65.00
12/03/2020	GEN	10065	11/30/2020	JEFF SHAFER	BLDG INSPECTORS' SALARIES	703.004	371	65.00
12/03/2020	GEN	10066	11/30/2020	MERLE WEST	BLDG INSPECTORS' SALARIES	703.004	371	390.00
12/04/2020	GEN	10067	228439	ADVANCED SYSTEMS AND FORMS I	SUPPLIES	726.000	253	172.50
12/04/2020	GEN	10068	66232	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	34.90
12/04/2020	GEN	10069	12/04/2020	COMCAST	TELEPHONE EXPENSE	850.000	264	569.07
12/04/2020	GEN	10070	200402469875	DTE ENERGY	VH-STREET LIGHTING	926.000	448	1,282.32
12/04/2020	GEN	10071	10935	THOMAS J RYAN PC	LEGAL FEES	803.000	266	2,470.00
12/04/2020	GEN	10072	422672	SHERMAN PUBLICATIONS, INC	PUBLICATIONS	901.000	215	96.00
			422808		PUBLICATIONS	901.000	215	110.40
				CHECK GEN 10072 TOTAL FOR FU				<u>206.40</u>
12/04/2020	GEN	10073	12/04/2020	MICHIGAN MUNICIPAL EXECUTIVE	DUES & CONFERENCES	958.000	101	869.00
12/04/2020	GEN	10074	12/01/2020	CITY OF THE VILLAGE OF CLARK	MILL POND ASSESSMENT	934.000	265	117.23
			12/04/2020		WATER LEVEL CONTROL	956.000	265	106.14
			12/04/2020		WATER LEVEL CONTROL	956.000	265	1.21
				CHECK GEN 10074 TOTAL FOR FU				<u>224.58</u>
12/04/2020	GEN	10075	17320	J&P ATM SITE EXPERTS, LLC	PARK MATERIALS	728.000	265	2,435.00
12/09/2020	GEN	10076	2158976	CARLISLE/WORTMAN ASSOC INC	PLANNER FEES	811.000	721	525.00
12/09/2020	GEN	10077	12/28/2020	DTE ENERGY	DETROIT EDISON-VH	920.000	265	8.84
			12/28/2020		DETROIT EDISON-VH	920.000	265	22.83
			12/28/2020		DETROIT EDISON-VH	920.000	265	204.54
			12/28/2020		DTE UPPER PARKING LOT	923.000	265	195.27
			12/28/2020		DTE UPPER PARKING LOT	923.000	265	15.32
			12/28/2020		DTE UPPER PARKING LOT	923.000	265	14.95
			12/28/2020		DTE DEPOT PARK	923.001	265	20.45
				CHECK GEN 10077 TOTAL FOR FU				<u>482.20</u>
12/09/2020	GEN	10078	11/20/2020	HOME DEPOT CREDIT SERVICES	SUPPLIES	726.005	446	31.70
			11/20/2020		DPW EQUIPMENT	970.001	446	244.67
				CHECK GEN 10078 TOTAL FOR FU				<u>276.37</u>

CHECK DISBURSEMENT REPORT FOR CT OF THE VILLAGE OF CLARKSTON  
 CHECK DATE FROM 12/01/2020 - 12/31/2020

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
12/09/2020	GEN	10079	280827/2	MAZZA AUTO PARTS	DPW LABOR-PICKUP TRUCK	704.001	446	184.78
12/09/2020	GEN	10080	5060904600	RICOH USA, INC	OFFICE SUPPLIES	727.000	264	129.77
12/09/2020	GEN	10081	15200	WEINGARTZ SUPPLY CO., INC	DPW EQUIPMENT	970.001	446	899.93
12/09/2020	GEN	10082	12455	THE PRINT SHOP	OFFICE SUPPLIES	727.000	265	37.10
12/09/2020	GEN	10083	72896	CHARTER TOWNSHIP OF INDEPEND	VEHICLES - GAS & OIL	862.000	446	178.25
12/09/2020	GEN	10084*#	11/24/2020	CARDMEMBER SERVICE	SUPPLIES-VH BUILDING	726.004	265	254.27
			11/24/2020		PARK MATERIALS	728.000	265	2,145.00
			11/24/2020		BUILDING MAINTENANCE-VH	931.000	265	214.79
			11/24/2020		PHYSICAL EXPENSE	720.000	441	144.75
				CHECK GEN 10084 TOTAL FOR FU				2,758.81
12/09/2020	GEN	10085	2159086	CARLISLE/WORTMAN ASSOCIATES,	BLDG DEPT PROFESSIONAL FEES	809.000	371	1,500.00
12/09/2020	GEN	10086	20359	H2A ARCHITECTS, INC	HISTORIC DIST COMMISSION EXP	956.003	723	910.00
12/16/2020	GEN	10087#	72924	CHARTER TWP OF INDEPENDENCE	LAW ENFORCEMENT	802.000	301	31,786.54
			72924		FIRE PROTECTION - IND TWP	802.001	336	37,696.04
				CHECK GEN 10087 TOTAL FOR FU				69,482.58
12/16/2020	GEN	10088	203430044779	BLUE CARE NETWORK	HEALTH INSURANCE	709.000	441	344.32
12/16/2020	GEN	10089	12/10/2020	PAGIE BAGGETT	HEALTH INSURANCE	709.000	441	527.50
12/23/2020	GEN	10092	12-22-2020	CONSUMERS ENERGY	VH - UTILITIES CONSUMERS	921.000	265	150.42
12/23/2020	GEN	10093	12-22-2020	M-15 HERITAGE ROUTE COMMITTEE	DUES & CONFERENCES	958.000	101	100.00
12/27/2020	GEN	10096	13763	PSLZ LLP	AUDIT FEES	805.000	223	11,450.00
12/30/2020	GEN	10097	12/21/2020	HOME DEPOT CREDIT SERVICES	SUPPLIES-VH BUILDING	726.004	265	138.46
12/30/2020	GEN	10098*#	0184407	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	810.001	721	1,111.48
12/30/2020	GEN	10099	5013131216	RICOH USA INC	RICOH COPIER LEASE	941.000	264	202.65
12/30/2020	GEN	10100	2064490A	SIGNS BY TYKE	DPW SUPPLIES	750.000	441	13.75
12/30/2020	GEN	10101	12/30/2020	WIZTECH COMPUTER SOLUTIONS	P- GRANTS	502.000	000	700.00
				Total for fund 101 GENERAL				100,887.14

12/30/2020 01:55 PM  
User: TREASURER  
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
CHECK DATE FROM 12/01/2020 - 12/31/2020

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET								
12/09/2020	GEN	10084*#	11/24/2020	CARDMEMBER SERVICE	REGULAR MAINTENANCE	775.000	451	183.22
12/23/2020	GEN	10094*	72970	ROCK BOTTOM STONE SUPPLY	SIDEWALK - SALT	778.000	453	181.72
Total for fund 202 MAJOR STREET								364.94

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET								
12/23/2020	GEN	10094*	72970	ROCK BOTTOM STONE SUPPLY	SIDEWALK - SALT	778.000	453	181.72
Total for fund 203 LOCAL STREET								181.72



CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
 CHECK DATE FROM 12/01/2020 - 12/31/2020

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 231 PARKING METER FUND								
12/04/2020	PARK	1101	887103513-225	SPRINT / NEXTEL COMMUNICATIO	PHONE EQUIPMENT	760.000	264	71.43
12/04/2020	PARK	1102	IRIS0000079422	T2 SYSTEM CANADA INC	MISC EXPENSE	757.000	264	55.00
12/09/2020	PARK	1103	INV-1017162	PASSPORT LABS, INC	MISC EXPENSE	757.000	264	3.00
			INV-1017884		MISC EXPENSE	757.000	264	4.50
CHECK PARK 1103 TOTAL FOR FU								7.50
12/27/2020	PARK	1104	IRIS000080295	T2 SYSTEM CANADA INC	MISC EXPENSE	757.000	264	55.00
12/30/2020	PARK	1105	887103513-226	SPRINT / NEXTEL COMMUNICATIO	PHONE EQUIPMENT	760.000	264	71.43
Total for fund 231 PARKING METER FUND								260.36

12/30/2020 07:55 PM  
User: TREASU. 2  
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
CHECK DATE FROM 12/01/2020 - 12/31/2020

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 401 CAPITAL PROJECT FUND								
12/23/2020	GEN	10095	12-22-2020	ADT	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	901	206.97
12/30/2020	GEN	10098*#	0184405	HUBBELL ROTH & CLARK INC	CITY HALL / DPW BUILDING	727.000	265	1,239.30
			0184408		ELECTRONIC SPEED CONTROL & MAINT.	970.015	901	536.80
				CHECK GEN 10098 TOTAL FOR FU				<u>1,776.10</u>
					Total for fund 401 CAPITAL PROJECT FUND			1,983.07

12/30/2020 07:55 PM  
User: TREASU. 2  
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
CHECK DATE FROM 12/01, 2020 - 12/31/2020

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER								
12/27/2020	SEWER	2070	300-2112-S	GREAT LAKES WATER AUTHORITY	IWC CHARGES IND TWP	814.002	536	65.94
Total for fund 590 SEWER								65.94

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
 CHECK DATE FROM 12/01/2020 - 12/31/2020

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 703 TAX								
12/03/2020	TAX	634(E)	12/02/2020	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	220.000	000	1,277.37
12/03/2020	TAX	635(E)	12/02/2020	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	220.000	000	2,694.54
12/03/2020	TAX	636(E)	12/02/2020	CITY OF CLARKSTON CVT	TAX COLLECTIONS	220.000	000	1,060.33
12/03/2020	TAX	637(E)	12/02/2020	CITY OF CLARKSTON 2007 BOND	TAX COLLECTIONS	220.000	000	333.94
12/03/2020	TAX	638(E)	12/02/2020	CITY OF CLARKSTON 2012 BOND	TAX COLLECTIONS	220.000	000	630.08
12/24/2020	TAX	639(E)	12/22/2020	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	220.000	000	3,199.82
12/24/2020	TAX	640(E)	12/22/2020	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	220.000	000	9,412.97
12/24/2020	TAX	641(E)	12-22-2020	CITY OF CLARKSTON CVT	TAX COLLECTIONS	220.000	000	47,729.83
12/24/2020	TAX	642(E)	12/22/2020	CITY OF CLARKSTON 2007 BOND	TAX COLLECTIONS	220.000	000	234.23
12/24/2020	TAX	643(E)	12/22/2020	CITY OF CLARKSTON 2012 BOND	TAX COLLECTIONS	220.000	000	441.92
12/24/2020	TAX	644(E)	12/22/2020	CLARKSTON INDEPENDENCE DISTR	TAX COLLECTIONS	220.000	000	9,533.25
12/24/2020	TAX	645(E)	12-22-2020	MILL POND ASSOCIATION	TAX COLLECTIONS	220.000	000	1,132.45
12/24/2020	TAX	646(E)	12/22/2020	CITY OF CLARSTKON SEWER-DELQ	TAX COLLECTIONS	220.000	000	222.67
						Total for fund 703 TAX		77,903.40
TOTAL - ALL FUNDS								181,646.57

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

HUBBELL, ROTH & CLARK, INC.  
 CONSULTING ENGINEERS  
 PO BOX 824  
 BLOOMFIELD HILLS, MICHIGAN 48303-0824  
 (248) 454-6300

December 15, 2020  
 Project No: 20190180.31  
 Invoice No: 0184405

CITY OF THE VILLAGE OF CLARKSTON  
 375 DEPOT ROAD  
 CLARKSTON, MI 48346

ATTENTION: JONATHON SMITH, CITY MANAGER

CITY OFFICES AND DEPARTMENT OF PUBLIC WORKS BUILDING EXPANSION  
 TESTING

Professional Services for period ending October 17, 2020

Professional Personnel

Totals	Hours	Amount
	16.40	602.15
<b>Total Labor</b>	<b>2.0 times</b>	<b>602.15</b>
		<b>1,204.30</b>

Unit Billing

NUCLEAR DENSITY GAUGES

8/22/2020

NUCLEAR DENSITY GAUGES

1.0 GAUGES @ 35.00

35.00

**Total Units**

**35.00**

**35.00**

**Total Due this Invoice**

**\$1,239.30**

*JS*

Payments to Date

	Current	Prior	Total
Labor	1,204.30	0.00	1,204.30
Unit	35.00	0.00	35.00
<b>Totals</b>	<b>1,239.30</b>	<b>0.00</b>	<b>1,239.30</b>

*401-265-727.000*

RECEIVED

DEC 23 2020

Initial: *YB*





HUBBELL, ROTH & CLARK, INC.  
 CONSULTING ENGINEERS  
 PO BOX 824  
 BLOOMFIELD HILLS, MICHIGAN 48303-0824  
 (248) 454-6300

December 15, 2020  
 Project No: 20191167.23  
 Invoice No: 0184407

CITY OF THE VILLAGE OF CLARKSTON  
 75 DEPOT ROAD  
 CLARKSTON, MI 48346

ATTN: JONATHON SMITH, CITY MANAGER

DEPOT PARK RESTROOMS FACILITIES AND GAZEBO RELOCATION  
 EXHIBIT REVISIONS MASTER PLAN

Professional Services for period ending October 17, 2020

Professional Personnel

	Hours	Amount	
Totals	12.50	555.74	
Total Labor		555.74	1,111.48
	2.0 times	555.74	
Total Due this Invoice			<u>\$1,111.48</u>

JS

Billings to Date

	Current	Prior	Total
Labor	1,111.48	0.00	1,111.48
Totals	1,111.48	0.00	1,111.48

101-721-810.001

RECEIVED

DEC 23 2020

Initial: JS

**Thomas J. Ryan, P.C.**

2055 Orchard Lake Road  
Sylvan Lake, MI 48320

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

January 04, 2021

Invoice #10940

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>	
12/2/2020 Review correspondence from Administrative Law Judge re: McLean appeal of HDC ruling and phone conference for 12/3/20	0.50 95.00/hr	47.50	✓
Phone call from Mr. McGinnis re: his representation of Mr. and Mr. McLean HDC appeal	0.50 95.00/hr	47.50	✓
12/3/2020 Phone conference with Administrative Law Judge Williams and Mr. Bagley re: McLean HDC appeal	0.50 95.00/hr	47.50	✓
Phone call to Mr. Meloche, HDC Chair, re: result of status conference with Administrative Law Judge re: 177 N. Main	0.50 95.00/hr	47.50	✓
Receipt and review of Administrative Law Judge Report and Recommendation re: 10 Miller Road	1.00 95.00/hr	95.00	✓
Review correspondence and Designated Assessor Interlocal Agreement and Oakland County Designated Assessor Resolution; Correspondence to City Manager re: Designated Assessor Interlocal Agreement	1.00 95.00/hr	95.00	✓
12/4/2020 Review correspondence from Mr. Hagar, Office of Administrative Hearings re: availability in April 2020 (177 N. Main)	0.50 95.00/hr	47.50	✓
Correspondence to Mr. Meloche and City Manager re: forwarded Administrative Law Judge Report and Recommendation re: 10 Miller Road	0.50 95.00/hr	47.50	✓
12/7/2020 Receipt and review Final Decision and Order re: 42 W. Washington; Correspondence to Mr. Meloche re: forwarded Final Decision and Order	1.00 95.00/hr	95.00	✓
12/8/2020 Review GWA Resolution from City Manager; Phone call to City Manager re: addition to 12/14/20 agenda	1.00 95.00/hr	95.00	✓
Correspondence to Mr. Hagar, Office of Administrative Hearings re: hearing availability for April 2021 re: 177 N. Main	0.50 95.00/hr	47.50	✓

	<u>Hrs/Rate</u>	<u>Amount</u>
12/8/2020 Receipt and review of Conference Report from Mr. Hager, Office of Administrative Hearings re: 177 N. Main	0.50 95.00/hr	47.50 -
12/14/2020 Review Council packet for 12/14/20 council meeting	0.50 95.00/hr	47.50 -
Attend City Council meeting (via zoom)	1.75 95.00/hr	166.25 -
12/15/2020 Review correspondence from City Manager re: resolution approved to decline DNR Grant	0.50 95.00/hr	47.50 -
12/16/2020 Correspondence to City Manager re: Senate Bill 1246 re: virtual meetings	0.50 95.00/hr	47.50 -
12/17/2020 Phone call from City manager re: miscellaneous city matters and passage of new Open Meeting Act amendment	0.50 95.00/hr	47.50 -
12/28/2020 Review correspondence from City Manager re: forwarded email from Ronald Campbell re: Phase 1 grant award re: Restaurant Relief	0.50 95.00/hr	47.50 -
<b>For professional services rendered</b>	<b>12.25</b>	<b>\$1,163.75</b>
<b>Previous balance</b>	<b>101-266-803.000</b>	<b>\$2,470.00</b>
Accounts receivable transactions		
12/17/2020 Payment - Thank You No. 10071		(\$2,470.00)
<b>Total payments and adjustments</b>		<b>(\$2,470.00)</b>
Balance due		<u><u>\$1,163.75</u></u>

**Thomas J. Ryan, P.C.**

2055 Orchard Lake Road  
Sylvan Lake, MI 48320

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

January 04, 2021

In Reference To: Clarkston Court/Prosecution  
Invoice #10939

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
12/3/2020 Review faxed correspondence from Mr. Rudoi re: possible charge of defendant (Harris)	0.50 95.00/hr	47.50
12/7/2020 Correspondence to Sheriff's Department re: request for police report and ticket (Harris)	0.50 95.00/hr	47.50
<b>For professional services rendered</b>	<b>1.00</b>	<b>\$95.00</b>
Balance due		\$95.00

JS

101-266-803.000





The Clarkston Area Optimist Club  
P.O. Box 891  
Clarkston, MI 48347

Clarkston Area Optimist Club Ice Rink  
Letter of Mutual Understanding and Agreement

Whereas, the Clarkston Area Optimist Club, the Clarkston Community School District Technical Center Construction Program and the City of The Village of Clarkston, as interested parties, all agree to cooperate together to purchase, install, dismantle and store a pre-constructed, modular ground-surface ice rink, at Depot Park.

Whereas, the Clarkston Area Optimist Club will provide co-funding for this modular ice rink to be installed at Depot Park, located in the City of The Village of Clarkston.

Whereas, the Clarkston Community School District Technical Center Construction Program is also co-funding this modular ice rink.

Whereas, the Clarkston Community School District Technical Center Construction Program will acquire and install this ice rink, per manufacturer instructions in Depot Park, at a location pre-approved by the City of the Village of Clarkston.

Whereas, the Clarkston Area Optimist Club will provide some installation labor help to install, co-maintain and co-dismantle this ice rink, as needed for the seasons. Maintenance includes spraying the ice surface with water to establish a smooth surface and to shovel off snow accumulation as needed.

Whereas, the Clarkston Community School District Technical Center Construction Program will co-maintain, co-dismantle and store ice rink components at a mutually approved location, including joint access to all the ice rink components. Maintenance includes spraying the ice surface with water to establish a smooth surface and to shovel off snow accumulation as needed.

Whereas, the Clarkston Area Optimist Club has previously installed and maintained an ice rink at Depot Park for six years.

Whereas, the Clarkston Area Optimist Club's 2<sup>nd</sup> President, Henry Richardson lost his life in 1988, ice skating on Deer Lake. The Clarkston Area Optimist Club has always sought to provide a safe location for residents of the Clarkston Area to ice skate.

Therefore, in mutual agreement, all three parties involved, the Clarkston Area Optimist Club, the Clarkston Community School District Technical Construction Program and the City of the Village of Clarkston, all agree to name this ice rink the "Clarkston Area Optimist Club Ice Rink", for as long as the Clarkston Area Optimist Club wishes the rink to be named as such.

Electronic Signatures are valid as originals.  
This document can be signed in counterparts.

Kathy Noyak  
Kathy Noyak, 2020/2021 Clarkston Area Optimist Club President

1-5-2021  
Date






\_\_\_\_\_  
Shawn Ryan, Superintendent of Clarkston Community Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan Smith, City Manager of the City of the Village of Clarkston Date

## Clarkston Restaurant Relief Grant

- In early December the City of the Village of Clarkston applied for a Restaurant Weatherization / Relief Grant through Oakland County after reaching out to the 5 restaurants to understand their needs for outdoor dining.
- Just before the holidays, we received notification from the County that our grant was approved for the products and quantities shown in the table below.
- The products are scheduled to be delivered to the City starting Monday, January 11th and will be immediately disbursed to the restaurants.
- Assembly of the greenhouses will be required, but assembly services can be requested through Home Depot for a fee of \$1050.
- The City will retain ownership of the products and restaurants no longer using the items will be asked to return them to the City so that they can be redeployed for maximum impact.

		Old Village Café (1)	The Fed (1)	Union, Woodshop, Honcho (3)	Total	
Outdoor Propane Patio Heater		3	5	10	18	\$2,196
Prepaid Propane Tank Refills		9	14	27	50	\$650
Snap & Grow Greenhouse 8x12 (Model #701504)		1	2	0	3	\$3,597
Igloo (late substitution for Greenhouse)		N/A	N/A	1	1	\$1,475
Victory Model Electrostatic Cleaner		1	1	3	5	\$2,850
Victory Model Electrostatic Cleaner Refills		2	2	6	10	\$220
						<b>\$10,988</b>





The Clarkston Area Optimist Club  
P.O. Box 891  
Clarkston, MI 48347

Clarkston Area Optimist Club Ice Rink  
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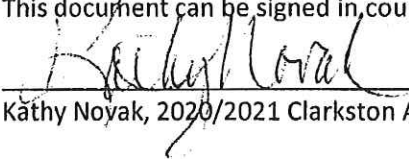
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Electronic Signatures are valid as originals.  
This document can be signed in counterparts.

  
\_\_\_\_\_  
Kathy Novak, 2020/2021 Clarkston Area Optimist Club President






1-5-2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Shawn Ryan, Superintendent of Clarkston Community Schools      Date

\_\_\_\_\_  
Jonathan Smith, City Manager of the City of the Village of Clarkston      Date

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						<b>\$10,988</b>

# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Resolution - Agreement for Legal Services

**WHEREAS**, in the January 6, 2021 City Council meeting, due to a conflict with City Attorney Tom Ryan, Council approved the retention of additional legal counsel at a rate of \$350/hour or less to co-represent the City in upcoming facilitation and other legal events for purposes of settling the Bisio v Clarkston lawsuit, and;

**WHEREAS**, a sub-committee of the City Council has interviewed and selected attorney Mark W. Peyser of Howard & Howard of Royal Oak, Michigan to fulfill this role, and;

**WHEREAS**, Mr. Peyser has prepared the attached agreement, requiring immediate payment of a retainer of \$5,000 and allocation of an initial budget of up to \$14,000 (assuming 40 hours at \$350/hour), and;

**WHEREAS**, to facilitate this resolution, a Budget Amendment will be required to transfer \$14,000 from the Fund Balance to the Legal Fees Budget Account (101-266-803.000), and;

**NOW THEREFORE, BE IT RESOLVED** that the City Council approves the attached agreement, including the immediate payment of a retainer of \$5,000 and an initial budget allocation of \$14,000 as well as a Budget Amendment to transfer \$14,000 from the General Fund (101) Fund Balance to the Legal Fees budget account (101-266-803.000).

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

Resolution is Adopted

Resolution is Defeated

\_\_\_\_\_  
Jennifer Speagle, City Clerk

\_\_\_\_\_  
January 11, 2021

\_\_\_\_\_  
Date



# Howard & Howard

law for business®

Chicago

Detroit

Las Vegas

Los Angeles

Peoria

direct dial: 248.723-0356

Mark W. Peyser

email: mwp@h2law.com

January 7, 2021

**City of the Village of Clarkston**  
**c/o Jonathon M. Smith**  
**City Manager**  
375 Depot Road  
Clarkston, MI 48346

**RE: Engagement for Performance of Legal Services**

Dear Mr. Smith:

We recognize that the selection of a law firm is a critical and important decision. We are honored that the City of the Village of Clarkston (“CLIENT”) has asked us to serve as its legal counsel. We appreciate the trust and confidence you have shown in us with this decision, and we assure you that we will continue to be worthy of that trust and confidence. We find that there is no substitute for candor in our attorney-client relationships. This need for candor begins even before our formal relationship and continues throughout our attorney-client relationship. Accordingly, the purpose of this letter is to set forth and confirm our understanding with you of the terms and conditions under which CLIENT engages and retains Howard & Howard Attorneys PLLC (“Howard & Howard”) to perform-and under which Howard & Howard agrees to perform-legal services for CLIENT including the scope of our engagement and the financial arrangements for payment of the services we provide:

1. **The Parties.** CLIENT engages Howard & Howard to perform legal services as set forth in this Engagement Letter and the Standard Terms of Engagement enclosed with this Engagement Letter, which are incorporated and made a part of this Engagement Letter.

2. **Scope of Engagement.** For the term of this engagement, Howard & Howard agrees to provide CLIENT requested legal services relating to Susan Bisio’s FOIA lawsuit against the City, as well as all related matters involving the City’s insurer, the Michigan Municipal League Liability and Property Pool (“hereafter the “Matter.”).

Please note that in instances in which we represent a legal entity (corporation, limited liability company, partnership, etc.), our attorney-client relationship is with the entity alone and, unless otherwise stated in this engagement letter, is not with its officers, directors, shareholders, partners, members or affiliates. Similarly, when we represent a party on an insured claim, our attorney-client relationship is with the insured, and not the insurance company, even though we may be approved or paid by the insurance company. The scope of the legal services we provide you may be changed from time-to-time by our mutual agreement in writing.

3. **Designation of a Responsible Lawyer and Your Communications with Us.** We recommend that you designate one of our attorneys to be your principal contact. We suggest Mark W. Peyser. As your principal contact, Mr. Peyser will be responsible for the relationship between Howard & Howard and CLIENT. It is our policy to respond to emails, voicemails and faxes you, as a client, send or leave for us as soon as reasonably possible. If you are dissatisfied with our promptness in doing so, please feel free to contact Mark Davis, our Chief Executive Officer, to discuss this or any concerns you have.

4. **Payment of Our Fees.** As consideration for our obligations and other agreements in this Engagement Letter and our Standard Terms of Engagement, including the performance of legal services for you, you agree to pay Howard & Howard for our performance of legal services for you as set forth below and in the Standard Terms of Engagement.

5. **Legal Fees.** Unless otherwise agreed to by you and us in writing, our fees for services rendered will be based upon hourly charges. The amount charged for time expended will be at the prevailing Howard & Howard hourly rates in effect from time-to-time, and such rates will vary with the particular lawyer involved. Our hourly rates range from \$265-390 for Associates to \$295-715 for Members/Partners and Senior Attorneys, and \$150-220 for Legal Assistants/Paralegals. Mr. Peyser's hourly rate for the Matter is \$350, and all associate attorneys who may assist Mr. Peyser in the Matter will be billed at an hourly rate less than \$350/hr.. By signing this agreement, you are representing that the Clarkston City Council, on January 6, 2021, approved Mr. Peyser's rate and has initially allocated a budget of \$14,000 (40 hours @ \$350/hr.).

6. **Retainer.** Since the representation you are requesting will require substantial services in the near future, as well as anticipated future expenses, as a condition to commencement of legal services, we require that CLIENT must pay us \$5,000.00 (Five Thousand Dollars and 00/100) which will be treated as a retainer/deposit payment on CLIENT's fees. You understand and consent that these monies will be deposited in our accounts (and not held in any trust or fiduciary capacity) and will be considered as having been earned by us. As legal services are performed for you, the fees for those services will be credited against the retainer amount paid. Any unused amounts will be refunded without any obligation to pay interest. Once the fees for legal services exceed the retainer amount, we will bill you on a monthly basis as described above or, in the alternative, we may require that you deposit additional retainer amounts.

7. **Termination of this Engagement.** You may terminate our services at any time upon advance written notice to us. Likewise, we reserve the right to resign as counsel at any time, upon advance written notice to you, and to the full extent permitted by the applicable Rules of Professional Conduct ("RPCs") and other applicable court rules. If we resign as counsel of record for you in a litigation or administrative proceeding matter, we will request that you agree to any such withdrawal. Of course, confidential information gained by us in our representation of you will continue to be held in confidence pursuant to the applicable RPCs.



If you do not meet your obligations of timely payments of our legal fees and advanced expenses under this Engagement Letter and our Standard Terms of Engagement, we reserve the right to withdraw from this representation on that basis alone, subject, of course, to the applicable RPCs and any required judicial or administrative approvals. We also reserve the right to withdraw from our representation of CLIENT in the event that CLIENT requests Howard & Howard take any position or action that in our good-faith opinion requires or permits our withdrawal because of professional duties imposed upon us by the applicable RPCs or applicable court rules.

Upon termination of Howard & Howard's representation of CLIENT, whether by CLIENT or Howard & Howard, you will remain liable for any unpaid legal fees and costs, and we reserve the right to request from you any past due amounts and additional fees and expenses in advance that may be incurred by Howard & Howard in transferring or transitioning any of your legal matters to new legal counsel before doing so.

**8. Future Services.** Normally, our relationship and this engagement will end when we have completed services on your matter and we send you a final bill for the matter. However, the above agreements and arrangements set forth in this Engagement Letter will also apply to services rendered for such future matters as we may mutually agree with you, in writing, will be handled by us.

If this Engagement Letter and the enclosed Standard Terms of Engagement, which are attached and are hereby incorporated as part of this Engagement Letter, are acceptable to you as your agreement to engage us as your attorneys, please execute the enclosed copy of this letter, and return it to us. Please note that unless we hear from you immediately to the contrary, we will assume we are entitled to proceed to represent you under the terms of this Engagement Letter and the enclosed Standard Terms of Engagement and that you agree to them.

We appreciate the opportunity to serve as your attorneys. Please call us if you have any questions about this letter or its terms.

Very truly yours,

**HOWARD & HOWARD ATTORNEYS PLLC**

*/s/ Mark W. Peyser*

**Mark W. Peyser**

*[Signatures continue on next page]*

**THE UNDERSIGNED HAS READ THE FOREGOING AND HOWARD & HOWARD'S STANDARD TERMS OF ENGAGEMENT AND AGREE THAT THEY ACCURATELY SET FORTH OUR UNDERSTANDING.**

**CITY OF THE VILLAGE OF CLARKSTON**

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

Its: City Manager

Dated: \_\_\_\_\_



**PLEASE READ THIS DOCUMENT CAREFULLY.  
IT IS PART OF YOUR AGREEMENT TO ENGAGE  
HOWARD & HOWARD ATTORNEYS PLLC**

**HOWARD & HOWARD ATTORNEYS PLLC  
STANDARD TERMS OF ENGAGEMENT**

**Dated:** January 7, 2021

As used below, the phrases “we”, “our”, and “us” refer to Howard & Howard Attorneys PLLC and its attorneys and employees. “You”, “your”, and “yours” refer to the entity or entities, or person or persons, to which or whom Howard & Howard Attorneys PLLC is providing legal services as set forth in the Engagement Letter of which these Standard Terms of Engagement are a part of, and are incorporated by reference.

1. **Legal Fees.** Our rates are reviewed periodically and are subject to adjustment not more than annually, normally December 1 of each year, to account for increases in our cost of delivering legal services and for augmentation of a particular lawyer’s legal skill, expertise and experience. Any changes in hourly rates are applied prospectively and will be reflected in our statements of services rendered.

2. **Budget Estimates and Cost Containment.** We are sensitive to our clients’ interest in containing legal fees and costs. From time-to-time, we are asked to estimate the amount of legal fees and costs it will take to complete a matter. When we do so, you should understand that it is just an estimate we arrive at based on our past experience and professional judgment, is not a guarantee or a cap on fees or expenses. The final cost of a matter is quite often more or less than the estimated amount.

3. **Expenses.** We are not permitted to underwrite your expenses incurred in our representation of you. Therefore, you are responsible for reimbursing us for out-of-pocket expenses that we advance in our representation of you (such as, filing fees, recording, government certificates, travel etc.) and our internal charges (such as long distance telephone, facsimile transmissions, overnight or other courier service, photocopying, etc.). You are also responsible directly for the expense of third-party service providers hired by us to render services on your behalf (such as court reporters, consulting or testifying experts, investigators, etc.), whether invoiced to us or to you. If we anticipate that we will incur substantial costs and expenses of this type in our representation, we may notify you and require you to make an advance cost deposit in addition to any advance fee deposit required of you.

4. **Statements.** Statements will be provided to you monthly for services rendered by us and costs incurred on your behalf by us during the preceding calendar month. Except for fixed fee arrangements, our monthly statements will include itemized descriptions of all work performed by us and expenses incurred or advanced by us on your behalf during the applicable billing period.

If you have any question about a statement or our fees, you should raise it promptly with us for discussion. If your question relates to only to a portion of a statement, we ask that you pay the remainder, which will not constitute a waiver of your questions or concerns about the portion not paid or in dispute.

5. **Payment of Account.** Our statements for services rendered and costs incurred are due and payable upon receipt. If a statement remains unpaid for more than forty-five (45) days, we reserve the right upon notice to you to withhold further services until the statement is paid and, in addition, we may decline further services following payment unless a satisfactory deposit is made by you towards the payment of future services and costs. You agree that unpaid fees and disbursements/costs will accrue interest at the maximum rate permitted under the laws of the State of Michigan, not to exceed one percent (1%) per month from the beginning of the second month in which they become overdue.

6. **Attorney's Lien.** If a monetary judgment or award is made in your favor, you agree that we shall have a lien on the proceeds to the extent of any unpaid fees, disbursements or other charges. All payments by way of recovery, award, settlement or the like to you from third parties shall be made jointly payable to you and us.

7. **Inquiries.** Any questions concerning the terms of your account, statements received, or line items for legal services rendered or costs incurred should be directed promptly to the principal attorney handling your matter, or to our Chief Executive Officer. We will seek to provide the billing information you require and in a format that best suits your needs.

8. **Retention of Client Files.** After our engagement as to this or any matter ends, we will return the file materials provided by you to us upon your request. You agree that we may retain at your expense copies of the file materials. You also agree that any materials left with us after the engagement ends may be retained or destroyed, at our discretion, consistent with our document retention policies. To the extent that you request us to retain any materials, and we agree to do so, you agree to pay all storage costs we incur to retain the files. If you request documents from those files, copies that we generate may be made at your expense.

If we receive a subpoena for your files in any matter in which you are a party, you agree to pay our reasonable and necessary costs and attorneys' fees for compliance, and such attorneys fees shall include also include attorneys fees computed by multiplying the time incurred by the hourly rate regularly charged by Howard & Howard for each Howard & Howard attorney who performs services in connection with complying with the subpoena.



Our own files pertaining to your matter will be retained or destroyed at our discretion. For a number of reasons, including minimizing storage space, we reserve the right to destroy or otherwise dispose of documents, files, or other materials we keep after seven (7) years, unless we give you notice in advance that we are going to destroy them after a shorter period of time.

**9. Relationship.** Substantive aspects of our representation will be discussed with you and documents will be provided to you in advance, except in cases of emergency or your unavailability. Your communications with us are protected by our ethical obligation of confidentiality, as well as by the evidentiary rule of attorney-client privilege. Hence, you should be open and forthright with us so that we have all information relevant to our representation. Please note that in instances in which we represent a legal entity (corporation, limited liability company, partnership, etc.), our attorney-client relationship is with the entity alone and, unless otherwise stated in our accompanying engagement letter, is not with its officers, directors, shareholders, partners, members or affiliates. Similarly, when we represent a party on an insured claim, our attorney-client relationship is with the insured, and not the insurance company, even though we may be approved or paid by the insurance company.

In order for Howard & Howard to effectively represent your interests, it is important for you to understand that you have an affirmative obligation to assist and to cooperate with Howard & Howard during this engagement and representation. Thus, to the extent Howard & Howard needs certain information and documents to represent you effectively, you agree that you have an obligation to provide necessary information and requested documentation promptly to the appropriate firm representative, whether an attorney, paralegal, or secretary. You and your representatives must be available to work with Howard & Howard attorneys in preparation for meetings and other events and to discuss issues as they arise throughout this matter. You agree that your noncooperation will be grounds for Howard & Howard's withdrawal, and thus it is essential that we maintain open communication. Hence, you should be open and forthright with us so that we have all information relevant to our representation of you.

**10. Electronic Communications.** Facsimile transmission, electronic mail (e-mail), and cellular telephones are commonly used in our communications with clients. It is possible that those means of communication could be misrouted or intercepted and thereby result in an inadvertent disclosure of confidential information to third parties. We will assume that, because of the speed and efficiency of such electronic communications, you consent to our utilizing them unless you instruct us not to do so.

**Please be advised that, to the extent you use another person or entity's email system, hardware, server or other system, telephone, smartphone, tablet or other device to communicate with us, confidentiality of our communications and the protections of the attorney-client privilege or other privileges may be lost. For example, employers often have**

policies reserving a right of access to employees' e-mail correspondence via the employer's e-mail account, computers or other devices, such as smartphones and tablet devices, from which their employees may correspond. The employer's policies may allow the employer to access and obtain an employee's communications from the employer's e-mail server if the employee uses a business e-mail address, or from a workplace computer or other employer-owned telecommunications device on which the e-mail is stored, even if the employee has used a separate, personal e-mail account. The confidentiality of electronic communications between you and us may also be jeopardized, or the attorney-client privilege lost as to our communications, in other settings as well. Third parties may have access to your attorney-client e-mails when you receive or send e-mails via a public computer, such as a library or hotel computer, or via a borrowed computer. Third parties also may be able to access our confidential communications when you use a computer or other device available to others. So we caution you against using these other email systems, hardware, servers or other systems, telephones, smartphones, tablet or other devices to communicate with us.

Please contact us if, at any time, you have questions or concerns about confidentiality and the protections of the attorney-client privilege or other privileges, or how they may be lost.

**11. Relationship with Other Clients.** We are a full-service firm with multiple offices. From time-to-time a lawyer in one of our offices may be asked to represent a client in a matter that involves another client we represent in an unrelated matter. The situation occurs, for example, if one of our lawyers represents a borrower in a commercial loan transaction, and another one of our lawyers is asked to represent a client in negotiating a contract with the borrower that is unrelated to the loan transaction. You agree that we are permitted to represent both clients in such situations (whether they are clients as of the date of your engagement letter with us or new clients) as long as we are satisfied we can provide independent professional judgment to each client in their distinct matters, the clients' interests in the matter between them are not antagonistic and adversarial, and we do not have any confidential or privileged information related to the new matter. From time-to-time, too, we may be asked to represent clients who are competitors of each other in the same industry or field of business, such as banks, retail merchants, land developers, etc. Just as you may refer a matter to a law firm that competes with us, we are permitted to represent clients who are competitors as long as they are not directly adverse to or opposing each other in the matters in which we represent them, and we are satisfied we can provide independent professional judgment to each client.

**12. Forum for Litigation of Disputes, Collection of Fees.** You and we agree that the litigation of any dispute or disagreement between you or us arising under, out of, in connection with, these terms, our Engagement Letter, our provision of legal services to you (including malpractice claims), or the relationship between you and us will be brought solely in the state or federal court for Oakland County, Michigan. You and we also unconditionally and irrevocably agree to the personal jurisdiction of such courts, and agree not to bring any claim in any other forum and not to plead or otherwise attempt to defeat the litigation of such a matter in such court



whether by asserting that such court is an inconvenient forum, lacks jurisdiction (personal or other) or otherwise. You further agree that in the event that we are required to institute legal proceedings to collect any unpaid legal fees and or expenses owed by you to us, we will be entitled to collect our costs and attorney fees incurred by us in collecting these unpaid amounts, and that such attorneys fees shall include attorneys fees computed by multiplying the time incurred by the hourly rate regularly charged by us for each of our attorneys who performs services in connection with collecting the amounts owed.

13. **Audit Letter Responses.** If you request that we provide your auditors certain information in connection with the auditors' examination of your financial statements, you agree that we can charge for our services in doing so. Our responses will only be made in accordance with the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975), including all of the limitations contained therein. You agree not to request information in addition to that provided for in the ABA Statement of Policy, and consent to our providing responses only in accordance with this ABA Statement of Policy.

14. **Confidentiality of Protected Health Information (HIPAA).** If our representation of you requires us to receive and use health information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), we shall protect this information as required of business associates under the HIPAA privacy and security standards.

15. **Federal Tax Advice.** Unless specifically requested by you and agreed by us in writing, we will not provide any advice that is intended or written to be used, and without such a specific request or agreement, it cannot be used, for the purpose of (a) avoiding federal tax penalties that may be imposed on a taxpayer; or (b) promoting, marketing, or recommending to another party any tax-related matters addressed by us.

# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Resolution - SMART Credit Contract for FY 2021

**WHEREAS**, for the 20/21 Fiscal Year, the City of the Village of Clarkston will be receiving \$874.00 in Municipal Credits from SMART (Suburban Mobile Authority for Regional Transportation) and the Michigan Legislature pursuant to Michigan Public Act 51 of 1951, and;

**WHEREAS**, traditionally, the City has transferred these credits to Independence Township to provide transportation for local senior citizens and other residents, and;

**NOW THEREFORE, BE IT RESOLVED** that the City Council approves the transfer of \$874.00 in SMART Credits to Independence Township for use in their Senior Center bus transportation program.

Avery	Bonser	Casey	Haven	Kneisc	Luginski	Wylie	Totals
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Resolution is Adopted

Resolution is Defeated

\_\_\_\_\_  
Jennifer Speagle, City Clerk

\_\_\_\_\_  
January 11, 2021

\_\_\_\_\_  
Date

# MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2021

I, Jonathan Smith, as the City Manager of **THE CITY OF THE VILLAGE OF CLARKSTON** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period **July 1, 2020 through June 30, 2021** (Section 1 below), and **Community Credits** available for the period **July 1, 2020 through June 30, 2021** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$874.00** in **Municipal Credit** funds as follows:

- |     |  |                              |
|-----|--|------------------------------|
| (a) | Transfer to <u>Independence Township</u><br><small>TRANSFEREED COMMUNITY</small>   | Funding of: \$ <u>874.00</u> |
| (b) | Van/Bus Operations<br>(Including Charter and Taxi services)                        | At the cost of: \$ _____     |
| (c) | Services Purchased from SMART<br>(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____     |
| (d) | Services Purchased from Subcontractor  | At the cost of: \$ _____     |

\_\_\_\_\_  
(NAME OF SUBCONTRACTOR)  
(See attached Subcontractor Service Agreement)

**Total \$874.00**

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by **June 30, 2022**; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$0** in **Community Credit** funds available as follows:

- |     |  |                          |
|-----|--|--------------------------|
| (a) | Transfer to _____<br><small>TRANSFEREED COMMUNITY</small>                          | Funding of: \$ _____     |
| (b) | Van/Bus Operations<br>(Including Charter and Taxi services)                        | At the cost of: \$ _____ |
| (c) | Services Purchased from SMART<br>(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Capital Purchases  | At the cost of: \$ _____ |



(e) Services Purchased from Subcontractor

At the cost of: \$ \_\_\_\_\_

\_\_\_\_\_  
(NAME OF SUBCONTRACTOR)  
(See attached Subcontractor Service Agreement)

**Total \$0**

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in **FY2021** may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by **June 30, 2024**; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

**VILLAGE OF CLARKSTON**

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

Date \_\_\_\_\_

Its: \_\_\_\_\_

**SUBURBAN AUTHORITY FOR  
REGIONAL TRANSPORTATION**

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

Date \_\_\_\_\_

Its: \_\_\_\_\_