



City of the Village of Clarkston
375 Depot Rd
Clarkston, Michigan 48346
City Council Regular Meeting
02 22 2021

Regular City Council Meeting
Mon, Feb 22, 2021 7:00 PM - 9:00 PM (EST)

**You may join the meeting from your computer, tablet or smartphone
using the following link:** <https://global.gotomeeting.com/join/420724701>

Or you may call in using the following phone number and access code:
[\(872\) 240-3412](tel:(872)240-3412) , Access Code: 420-724-701

1. Call To Order
2. Pledge Of Allegiance
3. Roll Call
Mayor Haven, Avery, Bonser, Casey, Kneisc, Luginski, Wylie
4. Approval Of Agenda - Motion
5. Public Comments:
Individuals have the opportunity to address the City Council on subjects not on the Agenda, limiting their comments to three minutes. Alternatively, public comments may be emailed to City Manager Jonathan Smith @ smithj@villageofclarkston.org or City Clerk Jennifer Speagle @ speaglej@villageofclarkston.org and they will be read out loud during this time. If preferred, comments may be stated or submitted anonymously.
6. FYI:
7. Sheriff Report For January 2020
Documents:
[SHERIFF REPORT JANUARY 2021 02 22 21.PDF](#)
8. City Manager Report
Documents:
[CITY MANAGERS REPORT 02 22 21.PDF](#)
9. Motion Acceptance Of The Consent Agenda As Presented

Minutes and Treasurer's Report
Minutes
Final 01 25 2021
Draft 02 08 2021
Draft 02 12 2021
Treasurer's Report 02 22 2021

Documents:

[02 22 2021 CONSENT AGENDA.PDF](#)

10. Old Business

10.a. SHORT TERM RENTALS DEFERRED TO MARCH 8TH

Short Term Rental Discussion/Motion has been deferred to the March 8th 2021 Council Meeting to allow for more time to research the matter.

10.b. Resolution: Interlocal Agreement For The Restaurant Relief Grant 02 22 21

Documents:

[RESOLUTION - INTERLOCAL AGREEMENT FOR THE RESTAURANT RELIEF GRANT 02 22 21.PDF](#)

11. New Business

11.a. Discussion: New Clarkston Historic District Walking Tour

Live Demonstration of the NEW Clarkston Historic District Walking Tour, by Julie Meredith, Director, CID Library.

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

	2021												2021	2020
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD
ARRESTS														
Felony (CLR-059)	2												2	13
Misdemeanors (CLR-059)	3												3	46
MICR:														
Violent Crimes (CLR-004)	1												1	12
Property Crimes (CLR-004)	1												1	20
TRAFFIC:														
Monthly Warnings - Citation Report	1												1	57
Monthly Citations - Citation Report	3												3	64
Crashes - Czrsh Report	1												1	22
LIQUOR INSPECTION ACTIVITY:														
Alcohol Compliance Checks (AE)	0												0	0
Violations (CLR-065)	0												0	0
STATION STATISTICS:														
Calls for Service (CLR-065)	74												74	975

City of the Village of Clarkston
City Manager Report
February 22, 2021

Office Lobby Reopened

The City Offices, closed to the public since March 2020 due to the COVID Pandemic, are now open once again. Visitors are welcome to enter the lobby during normal business hours to conduct City business. Visitors are still asked, however, to wear a mask and maintain social distancing from other visitors that may be in the lobby. For those uncomfortable with entering the lobby, the City Drop Box located on the front porch may still be utilized for submitting payments and other correspondence.

Snow Removal

As you know, this week's snowfall was by far, the heaviest of the season. In fact, as I write this, cleanup work – including the hauling away of excess snow piles - is still underway. I am proud of the hard work and long hours from our DPW team of Jimi Turner and Carson Danis. Residents are asked to help by shoveling the sidewalks in front of their home and not parking in the street overnight.

City Website Financial Information

After Public Comments were made in the February 12th Special City Council meeting regarding the financial documents on the City website, I committed to take personal responsibility to ensure the embarrassingly out-of-date documents are brought current. With the help of my staff, work has begun to not only update the documents but to also establish processes to keep the financial pages current going forward. I will keep Council apprised of our progress.

Buckthorn Update

Work on our winter project to remove the Buckthorn invasive specie plants in Depot Park continues. Our Invasive Specie contractor Cardno has cut down several hundred Buckthorn trees and applied herbicide to the stumps that remain. Cardno has approximately one more day of cutting to complete their work. Our DPW staff, with the help of a couple of volunteers, has followed up behind Cardno to burn the cut trees. Approximately 75% of the cut trees have now been burned, with one more burn day required.

City Manager Annual Report

Preparation of the required City Manager Annual Report for the 2020 calendar year has begun, with plans to present this to Council in the March 8th meeting. Work on the annual employee appraisals has also begun.

Respectfully submitted,

Jonathan Smith,
City Manager
February 18, 2021



City of the Village of Clarkston
Artemus M. Pappas Village Hall
375 Depot Road
Clarkston, Michigan 48346
City Council Regular Meeting Minutes
01 25 2020 **Final Minutes**

1/25/2021 - Minutes

1. Call To Order
By Mayor Pro Tem Sue Wylie at 7:02pm
2. Pledge Of Allegiance
3. Roll Call
Avery, Bonser, Casey, Kneisc, Luginski, Wylie - Present (All calling in from Clarkston, Mi). Haven - Absent.
4. Approval Of Agenda - Motion
Motion by Luginski Second by Bonser to approve the Agenda as presented. Avery, Bonser, Casey, Kneisc, Luginski, Wylie - Yes. Motion Carried.
5. Public Comments:
By Chet Pardee
6. FYI:
7. City Manager Report

Luginski ask for an update on the Your Speed Signs. Smith replied that the data was downloaded Monday January 25th and they will be activated Tuesday Jan 26th.

Luginski also asked when the Finance Meetings will start. Smith replied within the next 2 weeks. In the meetings they will start by discussing the usage of the sewer billing to recoup the cost of the Oakland/Macomb interceptor repair instead of doing A SAD which is very timely and costly.

Wylie stated that she is glad to see the that the Construction Flow Chart is being worked on.

8. Motion Acceptance Of The Consent Agenda As Presented
Motion by Casey Second by Avery to approve the Consent Agenda as presented. Avery, Bonser, Casey, Kneisc, Luginski, Wylie - Yes. Motion Carried.
9. Old Business
10. New Business
 - 10.a. Resolution: Olde Village Cafe Temporary Use Of City Property
Motion by Avery Second by Casey to approve the temporary usage through Sunday, May 2nd, 2021 of 2 Parking spaces and the adjacent sidewalk on E. Washington by the Olde Village Cafe for the placement of 1 greenhouse to expand their outdoor seating capacity during the COVID pandemic, provided that the Cafe owners list the City as an additionally insured party on their insurance policy and that all existing operational, health and fire ordinances that currently apply to the Cafe are extended to the outdoor space. Avery, Bonser, Casey, Kneisc, Luginski, Wiley - Yes Motion Carries.

11. Adjourn

Motion by Avery second by Casey to Adjourn at 7:32pm. 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 Special Meeting Minutes
02 12 2021 Draft Minutes

2/12/2021 - Minutes

1. Call To Order
By Mayor Haven at 11:00am.
2. Pledge Of Allegiance
3. Roll Call
Haven (Clarkston), Avery (Waterford), Casey (Clarkston), Kneisc (Clarkston), Luginski (Clarkston), Wylie (Clarkston) - Present. Bonser Absent.
4. Approval Of Agenda - Motion
Motion by Avery Second by Luginski to approve the Agenda as presented. Haven, Avery, Casey, Kneisc, Luginski, Wylie - Yes Motion Carries.
5. Public Comments:
Made by Chet Pardee regarding the need for a budget amendment pursuant to the Bisio v Clarkston settlement.
6. Resolution: Closed Session To Discuss Pending Litigation

Motion by Haven Second by Casey to enter into Closed Session 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 Honorable Leo Bowman)

Haven, Avery, Casey, Kneisc, Luginski, Wylie - Yes Motion Carries.
- 6.a. Call To Order
by Mayor Haven at 11:25am.
- 6.b. Roll Call
Haven (Clarkston), Avery (Waterford), Casey (Clarkston), Kneisc (Clarkston), Luginski (Clarkston), Wylie (Clarkston) - Present. Bonser Absent.
- 6.c. Discussion: Legal Matters
7. Return To Open Session
Call to order by Mayor Haven @ 12:17pm.
8. Roll Call
Haven (Clarkston), Avery (Waterford), Casey (Clarkston), Kneisc (Clarkston), Luginski (Clarkston), Wylie (Clarkston) - Present. Bonser Absent.
9. Resolution: Agenda Amendment
Motion by Avery Second by Wylie to amend the current agenda to include a budget amendment. Haven, Avery, Casey, Kneisc, Luginski, Wylie - Yes Motion Carries.

10. Resolution: Budget Amendment

Motion By Avery Second by Casey to Transfer in from Fund Balance \$35,000.00 to General 101 Account.
Haven, Avery, Casey, Kneisc, Luginski, Wylie - Yes. Motion Carries.

11. Resolution: To Accept The Facilitated Settlement In The Bisio V Clarkston Lawsuit

Motion by Avery Second by Luginski to agree to accept the facilitated settlement in the Susan Bisio v Clarkston lawsuit and authorizes the City Treasurer to immediately authorize a single payment of \$35,000.00 to effectuate the settlement specified by City Attorney, Mark Peyser.

Haven, Avery, Casey, Kneisc, Luginski, Wylie - Yes Motion Carries.

12. Adjourn

Motion by Luginski Second by Wylie to Adjourn at 12:25pm. Haven, Avery, Casey, Kneisc, Luginski, Wylie
- Yes Motion Carries.

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 Regular Meeting Minutes
02 08 2021 **Draft Minutes**

2/8/2021 - Minutes

1. Call To Order
By Mayor Haven @ 7:02pm
2. Pledge Of Allegiance
3. Roll Call
Haven, Avery, Bonser, Kneisc, Luginski (arrived @ 7:50pm), Wylie. - Present (All calling in from Clarkston, Mi). Casey - Absent
4. Approval Of Agenda - Motion
Motion by Wylie Second by Kneisc to approve the Agenda as presented. Haven, Avery, Bonser, Kneisc, Wylie - Yes. Casey & Luginski - Absent.
5. Public Comments:

Senator Rosemary Bayer discussed the COVID vaccine distribution. There are many ways to request the vaccine. You can visit OaklandCountyVaccine.com or call (800) 848-5533 to register or register with your healthcare provider, Meijer or your local drugstore. She also stated that they are working to help a lot of people with unemployment. If you need help with unemployment or any other issue her office # is (517)-373-2417. Senator Bayer also stated that she is on the Appropriations Committee, Education Committee and the Transportation Subcommittee.

City Manager Jonathan Smith read a Public Comment from David Delasko who is having issues with his landlord not removing the snow from the sidewalks and poor maintenance at 35 Madison Ct. Smith said he would reach out to the property owner and see what can be done to improve the situation.

City Manager Jonathan Smith read Public Comments from Chet Pardee regarding the City Website not having updated budget information, Audit report or Capital Improvement Plan. Smith agreed that the Financial reports section of the website is not up to date and will take personal responsibility to make sure the corrections are made.

6. FYI:

6.a. FYI: Oakland County Covid Stickers & Poster

Clerk Speagle presented images of 2 styles of stickers and 1 poster from the Oakland County's Face It, Beat it Campaign to wear face masks that are available for local businesses to pick up at the City offices.

Clerk Speagle also stated that the Office will be closed Monday, February 15th for Presidents Day and that taxes were due by the end of the day Tuesday, February 16th. The City will accept any late tax payments until 5pm on March 1st, 2021 and any payments made after that date must be made at the County.

7. City Manager Report

8. Motion Acceptance Of The Consent Agenda As Presented

Motion by Kneisc Second by Bonser to accept the Consent Agenda as presented. Haven, Avery, Bonser, Kneisc, Wylie - Yes. Luginski - Absent. Motion Carries.

9. Old Business

9.a. Discussion: Short Term Rental

Ed Bonser stated that he currently has a short term rental and asked if he would have to abstain from any voting.

Atty Tom Ryan answers by stating that the Council will have to vote to recuse Bonser from voting. He can then speak as a resident not a Council Member.

Motion by Wylie Second by Avery to Recuse Bonser from voting on Short Term Rentals due to conflict of Interest. Haven, Avery, Kneisc, Wylie - Yes. Bonser - Abstained. Casey & Luginski - Absent.

Kneisc stated that he is leaning toward regulating Short Term Rentals. Haven, Avery, Wylie would like them banned for several reasons.

Luginski joins the meeting @ 7:50.

Ed Bonser stated that this area is limited on Hotels/Motels and in his experience the people that rent are usually staying in the area to visit family or in transition as moving in from out of the area. The renters are spending money in town which is a good thing.

Tom Ryan suggests to table any decisions for a future Council Meeting when all Council Members are present.

Motion by Haven Second by Avery to table until next Council Meeting. Haven, Avery, Kneisc, Luginski, Wylie - Yes. Bonser - Abstain. Casey - Absent. Motion Carries.

9.b. Discussion: Paid Parking

Motion by Wylie Second by Avery to turn Discussion into a motion. Haven, Avery, Bonser, Kneisc, Luginski, Wylie - Yes. Motion Carries

Bonser would like to lift suspension and open up paid parking. Wylie stated that with Resuarants at 25% we need to extend suspension, Haven agreed. Avery would like to continue suspension for another 45 days at least until restuarants are open at 50%.

Erich Lines from Union Joints stated that the restuarant industry is very fragile right now and believes paid parking will hurt the restuarants. It has been 77days without any indoor dining and 300 days since they have been at full capacity.

Motion by Avery Second by Wylie to extend suspension of paid parking and enforcement through April 12th, 2021. Haven, Avery, Bonser, Kneisc, Luginski, Wylie - Yes. Motion Carries.

10. New Business

10.a. Discussion: RPDD Recommendation

Discussion with Rich Little (Planning Commision Chair) and Ben Carlisle from Carlisle Wortman regarding the City's Residential Planned Development District (RPDD).

Motion by Haven Second by Wylie to turn the Discussion into a Motion. Haven, Avery, Bonser, Kneisc, Luginski, Wylie - Yes. Motion Carried.

Motion by Haven Second by Luginski for the Planning Commission to update the allowable height, density and residential/commercial land use in the current RPDD ordinance. Haven, Avery, Bonser, Kneisc, Luginski, Wylie - Yes. Motion Carried.

10.b. Resolution: Oakland/Macomb Interceptor Repair Reimbursement

Motion by Haven Second by Luginski to direct the City Manager to utilize the City's Sewer Billing System to recoup \$177.60 from each Resident Equivalent Unit (REU), or 4 payments of \$44.40, to pay for the City's \$98,921.06 portion of the Oakland-Macomb Interceptor repair cost, starting with the May 2021 billing cycle.

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

11. Adjourn

Motion by Wylie Second by Avery to adjourn @ 9:27pm. Haven, Avery, Bonser, Kneisc, Luginski, Wylie - Yes. Motion Carries.

Respectfully Submitted by Jennifer Speagle, City Clerk.

Treasurer's Report

- I. Revenue/Expenditure Actual vs. Budget as of 01/31/2021 General Fund 101
 II. Revenue/Expenditure Actual vs. Budget as of 01/31/2021 Major Roads Fund 202
 III. Revenue/Expenditure Actual vs. Budget as of 01/31/2021 Local Roads Fund 203
 IV. Revenue/Expenditure Actual vs. Budget as of 01/31/2021 Capital Projects Fund 401

TREASURER'S DOCUMENTS FOR MEETING - NEW BUSINESS:*VI. Invoices for review*

Carlisle Wortman -

Monthly Retainer (December 2020)

\$ -

2020 General Consultation

\$ 630.00

2020 Grant Writing

\$ -

Brochure Prep

\$ -

Sub Total

\$ 630.00

HRC -

Downtown Parking Study Assistance

\$ -

MS4 Permit Assistance

\$ 107.48

Professional

\$ 2,209.04

Restroom Facilities & Gazebo Relocation

\$ -

Sub Total

\$ 2,316.52

Tom Ryan-

Court/Prosecution

\$ -

Professional Services

\$ -

Sub total Invoices for review

\$ 2,946.52

VII. Other Checks for Review

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

Total Other Checks for Review

\$ -

Grand Total

\$ 2,946.52

02/17/2021

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 01/31/2021	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Revenues						
Dept 000 - GENERAL						
101-000-402.000	CURRENT TAX REVENUES	540,750.00	540,750.00	432,486.40	108,263.60	79.98
101-000-445.000	INTEREST & PENALTY REVENUES	1,182.00	1,182.00	183.74	998.26	15.54
101-000-452.000	CABLE TV REVENUES	13,219.00	13,219.00	3,548.89	9,670.11	26.85
101-000-452.001	IN-KIND FEES/PEG FEES AT&T	6,699.00	6,699.00	1,210.72	5,488.28	18.07
101-000-477.000	PERMIT FEES	28,062.00	28,062.00	10,725.00	17,337.00	38.22
101-000-478.000	DOG LICENSES REVENUE	1,662.00	1,662.00	935.75	726.25	56.30
101-000-501.000	COMM DEV BLOCK GRANT - CDBG	8,000.00	8,000.00	0.00	8,000.00	0.00
101-000-502.000	P- GRANTS	0.00	0.00	2,544.84	(2,544.84)	100.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE-PP	2,642.00	2,642.00	684.15	1,957.85	25.90
101-000-574.001	STATE REVENUE SHARING/SALES TAX	85,428.00	85,428.00	32,274.00	53,154.00	37.78
101-000-574.002	STATE LIQUOR CONTROL COMM	3,775.00	3,775.00	3,494.15	280.85	92.56
101-000-580.000	ENHANCED ACCESS REVENUE SHARING	546.00	546.00	425.90	120.10	78.00
101-000-606.000	DISTRICT COURT REVENUE	9,784.00	9,784.00	1,105.46	8,678.54	11.30
101-000-626.000	BANNER REVENUES	2,000.00	2,000.00	0.00	2,000.00	0.00
101-000-664.000	INTEREST EARNED	3,524.00	3,524.00	983.49	2,540.51	27.91
101-000-666.000	DIVIDENDS AND REBATES	1,500.00	1,500.00	1,005.00	495.00	67.00
101-000-667.000	GAZEBO RENTALS	1,000.00	1,000.00	2,025.00	(1,025.00)	202.50
101-000-668.000	EQUIPMENT RENTAL	24,884.00	24,884.00	14,020.92	10,863.08	56.35
101-000-671.000	MISCELLANEOUS INCOME	2,000.00	2,000.00	8,734.64	(6,734.64)	436.73
101-000-671.001	SPECIAL EVENTS REVENUE	1,500.00	1,500.00	0.00	1,500.00	0.00
101-000-673.000	SALE OF ASSETS	0.00	0.00	210.00	(210.00)	100.00
101-000-699.390	TRANSFER IN FROM FUND BALANCE	139,101.00	139,101.00	0.00	139,101.00	0.00
Total Dept 000 - GENERAL		877,258.00	877,258.00	516,598.05	360,659.95	58.89
TOTAL REVENUES		877,258.00	877,258.00	516,598.05	360,659.95	58.89
Expenditures						
Dept 101 - COUNCIL						
101-101-703.000	COUNCIL & MAYOR SALARIES	7,750.00	7,750.00	0.00	7,750.00	0.00
101-101-955.000	MISC EXPENSE	308.00	308.00	292.64	15.36	95.01
101-101-958.000	DUES & CONFERENCES	4,100.00	4,100.00	4,097.40	2.60	99.94
Total Dept 101 - COUNCIL		12,158.00	12,158.00	4,390.04	7,767.96	36.11
Dept 215 - CLERK						
101-215-703.001	CLERK SALARY	28,000.00	28,000.00	17,604.60	10,395.40	62.87
101-215-726.000	SUPPLIES	150.00	150.00	0.00	150.00	0.00
101-215-901.000	PUBLICATIONS	2,150.00	2,150.00	1,690.50	459.50	78.63
101-215-958.000	DUES & CONFERENCES	500.00	500.00	0.00	500.00	0.00
Total Dept 215 - CLERK		30,800.00	30,800.00	19,295.10	11,504.90	62.65
Dept 223 - AUDIT						
101-223-805.000	AUDIT FEES	11,100.00	11,100.00	10,800.00	300.00	97.30
Total Dept 223 - AUDIT		11,100.00	11,100.00	10,800.00	300.00	97.30
Dept 247 - BOARD OF REVIEW						
101-247-900.000	BOARD OF REVIEW PUBLICATIONS	50.00	50.00	0.00	50.00	0.00
Total Dept 247 - BOARD OF REVIEW		50.00	50.00	0.00	50.00	0.00
Dept 253 - TREASURER						
101-253-703.002	TREASURER SALARY	30,000.00	30,000.00	18,461.60	11,538.40	61.54
101-253-726.000	SUPPLIES	1,261.00	1,261.00	558.10	702.90	44.26
101-253-800.000	BANK FEES	1,200.00	1,200.00	175.00	1,025.00	14.58
101-253-853.000	COMPUTER SUPPORT	3,500.00	3,500.00	2,140.00	1,360.00	61.14
Total Dept 253 - TREASURER		35,961.00	35,961.00	21,334.70	14,626.30	59.33
Dept 257 - ASSESSOR						
101-257-804.000	ASSESSING - OAKLAND COUNTY	8,000.00	8,000.00	7,847.89	152.11	98.10
Total Dept 257 - ASSESSOR		8,000.00	8,000.00	7,847.89	152.11	98.10
Dept 262 - ELECTIONS						
101-262-701.000	ELECTION FEES/PER DIEM	2,000.00	2,850.00	2,830.00	20.00	99.30
101-262-726.000	SUPPLIES	1,000.00	1,000.00	1,415.40	(415.40)	141.54
101-262-901.000	PUBLICATIONS	400.00	400.00	0.00	400.00	0.00
Total Dept 262 - ELECTIONS		3,400.00	4,250.00	4,245.40	4.60	99.89
Dept 264 - ADMINISTRATIVE						
101-264-701.002	ADMIN ASSISTANT SALARY	12,000.00	12,000.00	8,882.50	3,117.50	74.02
101-264-703.003	CITY MANAGER SALARY	38,000.00	38,000.00	23,230.79	14,769.21	61.13
101-264-727.000	OFFICE SUPPLIES	3,600.00	3,600.00	3,203.69	396.31	88.99
101-264-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	2,000.00	2,000.00	2,560.00	(560.00)	128.00
101-264-850.000	TELEPHONE EXPENSE	8,000.00	8,000.00	4,479.87	3,520.13	56.00
101-264-851.000	WEBSITE MAINTENANCE	350.00	350.00	0.00	350.00	0.00

02/17/2021

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21	2020-21	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	01/31/2021	BALANCE	USED
101-264-852.000	TECHNOLOGY/INTERNET EXPENSE	12,000.00	12,000.00	4,736.39	7,263.61	39.47
101-264-860.000	MILEAGE/CONFERENCE	1,000.00	1,000.00	316.15	683.85	31.62
101-264-890.000	GRANT WRITING	4,000.00	3,150.00	0.00	3,150.00	0.00
101-264-941.000	RICOH COPIER LEASE	2,500.00	2,500.00	1,418.55	1,081.45	56.74
101-264-955.000	DOG LICENSES FEES	1,000.00	1,000.00	643.75	356.25	64.38
Total Dept 264 - ADMINISTRATIVE		84,450.00	83,600.00	49,471.69	34,128.31	59.18
Dept 265 - BUILDING AND GROUNDS						
101-265-705.000	BUILDING MAINTENANCE LABOR	4,500.00	4,500.00	4,101.50	398.50	91.14
101-265-705.001	BLDG MAINT O/T LABOR	200.00	200.00	247.50	(47.50)	123.75
101-265-706.000	VILLAGE GROUNDS PARK LABOR	29,000.00	29,000.00	10,879.50	18,120.50	37.52
101-265-706.001	DPW-VILL GROUNDS OT PARK LABOR	100.00	100.00	900.00	(800.00)	900.00
101-265-726.004	SUPPLIES-VH BUILDING	3,400.00	3,400.00	2,395.42	1,004.58	70.45
101-265-728.000	PARK MATERIALS	20,000.00	20,000.00	10,926.34	9,073.66	54.63
101-265-818.000	RUBBISH COLLECTION	700.00	700.00	680.23	19.77	97.18
101-265-920.000	DETROIT EDISON-VH	1,864.00	1,864.00	1,220.34	643.66	65.47
101-265-921.000	CONSUMERS ENERGY-VH	1,544.00	1,544.00	531.50	1,012.50	34.42
101-265-923.000	DTE UPPER PARKING LOT	2,234.00	2,234.00	1,251.15	982.85	56.00
101-265-923.001	DTE DEPOT PARK	238.00	238.00	100.63	137.37	42.28
101-265-924.000	SEWER & WATER-VH	684.00	684.00	326.28	357.72	47.70
101-265-931.000	BUILDING MAINTENANCE-VH	1,000.00	1,000.00	386.80	613.20	38.68
101-265-934.000	MILL POND ASSESSMENT	165.00	165.00	117.23	47.77	71.05
101-265-935.000	STORM WATER DISCHARGE PERMIT	800.00	800.00	500.00	300.00	62.50
101-265-956.000	WATER LEVEL CONTROL	100.00	100.00	107.35	(7.35)	107.35
101-265-957.000	CDBG DISBURSEMENTS	8,000.00	8,000.00	0.00	8,000.00	0.00
101-265-961.001	PROPERTY INSURANCE	950.00	950.00	800.00	150.00	84.21
101-265-961.003	GENERAL LIABILITY INSURANCE	4,514.00	4,514.00	4,113.00	401.00	91.12
101-265-961.004	PROPERTY INSURANCE-OPEN SPACES	910.00	910.00	702.00	208.00	77.14
Total Dept 265 - BUILDING AND GROUNDS		80,903.00	80,903.00	40,286.77	40,616.23	49.80
Dept 266 - ATTORNEY						
101-266-803.000	LEGAL FEES	30,000.00	30,000.00	22,467.50	7,532.50	74.89
Total Dept 266 - ATTORNEY		30,000.00	30,000.00	22,467.50	7,532.50	74.89
Dept 281 - WATERSHED COUNCIL						
101-281-956.002	CLINTON RIVER WATERSHED EXPENSES	815.00	815.00	315.00	500.00	38.65
Total Dept 281 - WATERSHED COUNCIL		815.00	815.00	315.00	500.00	38.65
Dept 301 - POLICE						
101-301-802.000	LAW ENFORCEMENT	127,380.00	127,380.00	63,573.08	63,806.92	49.91
Total Dept 301 - POLICE		127,380.00	127,380.00	63,573.08	63,806.92	49.91
Dept 336 - FIRE						
101-336-802.001	FIRE PROTECTION - IND TWP	150,894.00	150,894.00	75,392.08	75,501.92	49.96
Total Dept 336 - FIRE		150,894.00	150,894.00	75,392.08	75,501.92	49.96
Dept 371 - BUILDING INSPECTION						
101-371-703.004	BLDG INSPECTORS' SALARIES	11,000.00	11,000.00	4,615.00	6,385.00	41.95
101-371-809.000	BLDG DEPT PROFESSIONAL FEES	18,000.00	18,000.00	9,000.00	9,000.00	50.00
Total Dept 371 - BUILDING INSPECTION		29,000.00	29,000.00	13,615.00	15,385.00	46.95
Dept 441 - DPW						
101-441-709.000	HEALTH INSURANCE	10,000.00	8,288.00	1,992.36	6,295.64	24.04
101-441-710.000	DPW LEAVE & HOLIDAY PAY	3,700.00	3,700.00	1,760.00	1,940.00	47.57
101-441-711.001	DPW WAGES FOR TASTE OF CLARKSTON	1,200.00	1,200.00	0.00	1,200.00	0.00
101-441-711.006	DPW WAGES FOR CONCERTS IN THE PARK	200.00	200.00	0.00	200.00	0.00
101-441-711.007	DPW WAGES FOR ART IN THE VILLAGE	150.00	150.00	0.00	150.00	0.00
101-441-720.000	PHYSICAL EXPENSE	300.00	300.00	223.88	76.12	74.63
101-441-750.000	DPW SUPPLIES	2,000.00	2,000.00	844.51	1,155.49	42.23
101-441-850.001	TELEPHONE EXPENSE - DPW	900.00	900.00	525.00	375.00	58.33
101-441-932.001	EQUIPMENT MAINTENANCE	1,000.00	1,000.00	364.97	635.03	36.50
101-441-940.004	NEW LEASE SPACE	21,637.00	21,637.00	0.00	21,637.00	0.00
Total Dept 441 - DPW		41,087.00	39,375.00	5,710.72	33,664.28	14.50
Dept 446 - HIGHWAY, STREETS, BRIDGES						
101-446-704.001	DPW LABOR-PICKUP TRUCK	250.00	250.00	366.28	(116.28)	146.51
101-446-704.002	DPW LABOR-DUMP TRUCK	400.00	400.00	1,825.00	(1,425.00)	456.25
101-446-704.003	DPW LABOR-LOADER	0.00	0.00	110.00	(110.00)	100.00
101-446-704.004	DPW LABOR-TRACTOR	400.00	400.00	952.95	(552.95)	238.24
101-446-704.005	DPW LABOR-SWEEPER	0.00	0.00	77.00	(77.00)	100.00
101-446-704.007	DPW LABOR-LIFT	100.00	100.00	0.00	100.00	0.00
101-446-726.005	SUPPLIES	100.00	100.00	99.32	0.68	99.32
101-446-817.001	TREE TRIMMING & MAINTENANCE	5,000.00	5,000.00	4,645.00	355.00	92.90
101-446-860.001	MILEAGE/CONFERENCE/TRAINING	250.00	250.00	300.00	(50.00)	120.00
101-446-861.001	MATERIAL & OUTSIDE LABOR-PICKUP TRUCK	500.00	500.00	0.00	500.00	0.00
101-446-861.004	MATERIAL & OUTSIDE LABOR-LIFT	750.00	750.00	169.70	580.30	22.63
101-446-861.007	MATERIAL & OUTSIDE LABOR-DUMP TRUCK	800.00	800.00	761.73	38.27	95.22
101-446-862.000	FUEL & OIL FOR EQUIPMENT	4,500.00	4,500.00	1,050.07	3,449.93	23.33

02/17/2021

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET			
101-446-961.005	EQUIPMENT INSURANCE	3,024.00	3,024.00	3,269.00	(245.00)	108.10
101-446-970.001	DPW EQUIPMENT	4,000.00	4,000.00	3,555.58	444.42	88.89
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		20,074.00	20,074.00	17,181.63	2,892.37	85.59
Dept 448 - STREET LIGHTING						
101-448-926.000	DTE STREET LIGHTING	11,000.00	11,000.00	7,433.83	3,566.17	67.58
Total Dept 448 - STREET LIGHTING		11,000.00	11,000.00	7,433.83	3,566.17	67.58
Dept 721 - PLANNING						
101-721-717.000	PLANNING COMMISSION	2,000.00	2,000.00	315.00	1,685.00	15.75
101-721-810.001	ENGINEERING SERVICES	14,500.00	14,500.00	10,000.98	4,499.02	68.97
101-721-811.000	PLANNER FEES	6,500.00	6,500.00	5,035.00	1,465.00	77.46
Total Dept 721 - PLANNING		23,000.00	23,000.00	15,350.98	7,649.02	66.74
Dept 723 - HISTORIC DISTRICT						
101-723-956.003	HISTORIC DIST COMMISSION EXP	3,000.00	3,000.00	1,410.00	1,590.00	47.00
Total Dept 723 - HISTORIC DISTRICT		3,000.00	3,000.00	1,410.00	1,590.00	47.00
Dept 851 - INSURANCE AND BONDS						
101-851-961.002	ERRORS & OMISSIONS INSURANCE	6,357.00	8,069.00	8,069.00	0.00	100.00
Total Dept 851 - INSURANCE AND BONDS		6,357.00	8,069.00	8,069.00	0.00	100.00
Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY						
101-862-715.000	CITY FICA EXPENSE	11,000.00	11,000.00	6,744.86	4,255.14	61.32
Total Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY		11,000.00	11,000.00	6,744.86	4,255.14	61.32
Dept 870 - UNEMPLOYMENT INSURANCE						
101-870-719.000	CITY SUTA MESC EXPENSE	3,000.00	3,000.00	897.14	2,102.86	29.90
Total Dept 870 - UNEMPLOYMENT INSURANCE		3,000.00	3,000.00	897.14	2,102.86	29.90
Dept 871 - WORKERS COMPENSATION						
101-871-722.000	WORKMAN'S COMPENSATION	2,561.00	2,561.00	1,158.00	1,403.00	45.22
Total Dept 871 - WORKERS COMPENSATION		2,561.00	2,561.00	1,158.00	1,403.00	45.22
Dept 999 - TRANSFERS OUT						
101-999-999.203	TSFR TO LOCAL STREETS	6,966.00	6,966.00	0.00	6,966.00	0.00
101-999-999.401	TRANSFER OUT TO CAPITAL PROJECT FUND	144,302.00	144,302.00	0.00	144,302.00	0.00
Total Dept 999 - TRANSFERS OUT		151,268.00	151,268.00	0.00	151,268.00	0.00
TOTAL EXPENDITURES		877,258.00	877,258.00	396,990.41	480,267.59	45.25
Fund 101 - GENERAL:						
TOTAL REVENUES		877,258.00	877,258.00	516,598.05	360,659.95	58.89
TOTAL EXPENDITURES		877,258.00	877,258.00	396,990.41	480,267.59	45.25
NET OF REVENUES & EXPENDITURES		0.00	0.00	119,607.64	(119,607.64)	100.00

02/17/2021

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 01/31/2021	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET						
Revenues						
Dept 000 - GENERAL						
202-000-574.000	STATE SHARED REVENUES	70,430.00	70,430.00	30,855.38	39,574.62	43.81
Total Dept 000 - GENERAL		70,430.00	70,430.00	30,855.38	39,574.62	43.81
TOTAL REVENUES		70,430.00	70,430.00	30,855.38	39,574.62	43.81
Expenditures						
Dept 451 - NON-WINTER						
202-451-703.005	SALARIES - NON-WINTER MAINTENANCE	12,000.00	12,000.00	6,034.87	5,965.13	50.29
202-451-703.008	SALARIES - NON-WINTER O/T MAINT	200.00	200.00	268.28	(68.28)	134.14
202-451-726.001	SUPPLY & MTLs - NON-WINTER MAINT	1,839.00	1,839.00	601.69	1,237.31	32.72
202-451-775.000	TOOLS - NON-WINTER MAINTENANCE	400.00	400.00	328.97	71.03	82.24
202-451-776.000	CRACK FILL - MAJOR RD - NON-WINTER	3,000.00	3,000.00	0.00	3,000.00	0.00
Total Dept 451 - NON-WINTER		17,439.00	17,439.00	7,233.81	10,205.19	41.48
Dept 452 - TRAFFIC						
202-452-777.000	TRAFFIC SERVICES	2,000.00	2,000.00	198.08	1,801.92	9.90
202-452-945.000	EQUIPMENT RENTAL	7,500.00	7,500.00	7,309.75	190.25	97.46
202-452-966.000	STATE TRUNKLINE OVERHEAD	234.00	234.00	0.00	234.00	0.00
Total Dept 452 - TRAFFIC		9,734.00	9,734.00	7,507.83	2,226.17	77.13
Dept 453 - WINTER						
202-453-703.006	SALARIES - WINTER MAINTENANCE	11,000.00	11,000.00	3,545.61	7,454.39	32.23
202-453-703.009	SALARIES WINTER MAINT O/T	4,000.00	4,000.00	723.80	3,276.20	18.10
202-453-726.002	SUPPLIES & MTLs - WINTER MAINT	500.00	500.00	0.00	500.00	0.00
202-453-775.001	SMALL TOOLS - WINTER MAINT	200.00	200.00	0.00	200.00	0.00
202-453-778.000	SIDEWALK - SALT - WINTER	250.00	250.00	363.44	(113.44)	145.38
202-453-778.001	SALT - WINTER MAINTENANCE	6,500.00	6,500.00	4,027.26	2,472.74	61.96
202-453-945.001	EQUIPMENT RENTAL - WINTER	14,000.00	14,000.00	2,069.08	11,930.92	14.78
Total Dept 453 - WINTER		36,450.00	36,450.00	10,729.19	25,720.81	29.44
Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY						
202-862-715.000	CITY FICA EXPENSE	2,100.00	2,100.00	808.83	1,291.17	38.52
Total Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY		2,100.00	2,100.00	808.83	1,291.17	38.52
Dept 870 - UNEMPLOYMENT INSURANCE						
202-870-719.000	CITY SUTA MESC EXPENSE	500.00	500.00	207.68	292.32	41.54
Total Dept 870 - UNEMPLOYMENT INSURANCE		500.00	500.00	207.68	292.32	41.54
Dept 999 - TRANSFERS OUT						
202-999-999.203	TSFR TO LOCAL STREETS	4,207.00	4,207.00	0.00	4,207.00	0.00
Total Dept 999 - TRANSFERS OUT		4,207.00	4,207.00	0.00	4,207.00	0.00
TOTAL EXPENDITURES		70,430.00	70,430.00	26,487.34	43,942.66	37.61
Fund 202 - MAJOR STREET:						
TOTAL REVENUES		70,430.00	70,430.00	30,855.38	39,574.62	43.81
TOTAL EXPENDITURES		70,430.00	70,430.00	26,487.34	43,942.66	37.61
NET OF REVENUES & EXPENDITURES		0.00	0.00	4,368.04	(4,368.04)	100.00

02/17/2021

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 01/31/2021	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET						
Revenues						
Dept 000 - GENERAL						
203-000-574.000	STATE SHARED REVENUES	23,477.00	23,477.00	10,736.99	12,740.01	45.73
203-000-699.101	TRANSFER FROM GENERAL FUND	6,966.00	6,966.00	0.00	6,966.00	0.00
203-000-699.202	TRANSFERS FROM MAJOR ROAD FUND	4,207.00	4,207.00	0.00	4,207.00	0.00
Total Dept 000 - GENERAL		34,650.00	34,650.00	10,736.99	23,913.01	30.99
TOTAL REVENUES		34,650.00	34,650.00	10,736.99	23,913.01	30.99
Expenditures						
Dept 451 - NON-WINTER						
203-451-703.005	SALARIES - NON-WINTER MAINTENANCE	4,000.00	4,000.00	2,232.13	1,767.87	55.80
203-451-703.008	SALARIES - NON-WINTER O/T MAINT	100.00	100.00	99.22	0.78	99.22
203-451-726.001	SUPPLY & MTLs - NON-WINTER MAINT	500.00	500.00	749.39	(249.39)	149.88
203-451-775.000	TOOLS - NON-WINTER MAINTENANCE	200.00	200.00	145.75	54.25	72.88
203-451-776.001	LOCAL CRACK FILL	3,000.00	3,000.00	0.00	3,000.00	0.00
Total Dept 451 - NON-WINTER		7,800.00	7,800.00	3,226.49	4,573.51	41.37
Dept 452 - TRAFFIC						
203-452-945.000	EQUIPMENT RENTAL	5,000.00	5,000.00	2,131.77	2,868.23	42.64
203-452-966.000	STATE TRUNKLINE OVERHEAD	100.00	100.00	0.00	100.00	0.00
Total Dept 452 - TRAFFIC		5,100.00	5,100.00	2,131.77	2,968.23	41.80
Dept 453 - WINTER						
203-453-703.006	SALARIES - WINTER MAINTENANCE	4,800.00	4,800.00	1,311.39	3,488.61	27.32
203-453-703.009	SALARIES WINTER MAINT O/T	1,500.00	1,500.00	267.70	1,232.30	17.85
203-453-726.002	SUPPLIES & MTLs - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
203-453-775.001	SMALL TOOLS - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
203-453-778.000	SIDEWALK - SALT - WINTER	250.00	250.00	363.44	(113.44)	145.38
203-453-778.001	SALT - WINTER MAINTENANCE	2,000.00	2,000.00	1,489.53	510.47	74.48
203-453-945.001	EQUIPMENT RENTAL - WINTER	12,000.00	12,000.00	2,510.32	9,489.68	20.92
203-453-955.001	WINTER MAINT - MISC	100.00	100.00	0.00	100.00	0.00
Total Dept 453 - WINTER		20,850.00	20,850.00	5,942.38	14,907.62	28.50
Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY						
203-862-715.000	CITY FICA EXPENSE	650.00	650.00	299.14	350.86	46.02
Total Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY		650.00	650.00	299.14	350.86	46.02
Dept 870 - UNEMPLOYMENT INSURANCE						
203-870-719.000	CITY SUTA MESC EXPENSE	250.00	250.00	76.82	173.18	30.73
Total Dept 870 - UNEMPLOYMENT INSURANCE		250.00	250.00	76.82	173.18	30.73
TOTAL EXPENDITURES		34,650.00	34,650.00	11,676.60	22,973.40	33.70
Fund 203 - LOCAL STREET:						
TOTAL REVENUES		34,650.00	34,650.00	10,736.99	23,913.01	30.99
TOTAL EXPENDITURES		34,650.00	34,650.00	11,676.60	22,973.40	33.70
NET OF REVENUES & EXPENDITURES		0.00	0.00	(939.61)	939.61	100.00

02/17/2021

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
PERIOD ENDING 01/31/2021

GL NUMBER	DESCRIPTION	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 01/31/2021	AVAILABLE BALANCE	% BDGT USED
Fund 401 - CAPITAL PROJECT FUND						
Revenues						
Dept 000 - GENERAL						
401-000-699.101	TRANSFER FROM GENERAL FUND	144,302.00	144,302.00	0.00	144,302.00	0.00
401-000-699.231	TRANSFER IN FROM PARKING FUND	100,000.00	100,000.00	0.00	100,000.00	0.00
Total Dept 000 - GENERAL		244,302.00	244,302.00	0.00	244,302.00	0.00
TOTAL REVENUES		244,302.00	244,302.00	0.00	244,302.00	0.00
Expenditures						
Dept 265 - BUILDING AND GROUNDS						
401-265-727.000	CITY HALL / DPW BUILDING	8,352.00	8,352.00	1,239.30	7,112.70	14.84
401-265-728.000-FY17FRIEND	FRIENDS OF DEPOT PARK	6,000.00	6,000.00	837.10	5,162.90	13.95
Total Dept 265 - BUILDING AND GROUNDS		14,352.00	14,352.00	2,076.40	12,275.60	14.47
Dept 446 - HIGHWAY, STREETS, BRIDGES						
401-446-817.000	TREE PLANTING	1,000.00	1,000.00	0.00	1,000.00	0.00
401-446-819.000	STREET SIGNS & POSTS	26,000.00	26,000.00	7,629.00	18,371.00	29.34
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		27,000.00	27,000.00	7,629.00	19,371.00	28.26
Dept 901 - CAPITAL OUTLAY						
401-901-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	3,000.00	3,000.00	1,406.25	1,593.75	46.88
401-901-970.005	SIDEWALK REPAIR	12,000.00	12,000.00	0.00	12,000.00	0.00
401-901-970.006	RESURFACING OF ROADS	76,000.00	76,000.00	0.00	76,000.00	0.00
401-901-970.007	SAFETY CROSSWALK PAINT/TAPE	4,000.00	4,000.00	0.00	4,000.00	0.00
401-901-970.010	STREEL LIGHT EXPANSION	7,000.00	7,000.00	0.00	7,000.00	0.00
401-901-970.011	DPW TRUCKS & LARGE EQUIPMENT	1,750.00	1,750.00	0.00	1,750.00	0.00
401-901-970.012	NEW DEPOT PARK GAZEBO	69,500.00	69,500.00	0.00	69,500.00	0.00
401-901-970.013	OFFICE FURNITURE	3,200.00	3,200.00	0.00	3,200.00	0.00
401-901-970.014	SECURITY SYSTEMS AND CAMERA	8,500.00	8,500.00	0.00	8,500.00	0.00
401-901-970.015	ELECTRONIC SPEED CONTROL & MAINT.	12,000.00	12,000.00	9,554.06	2,445.94	79.62
401-901-970.016	CITY CLOCK REPAIR	6,000.00	6,000.00	0.00	6,000.00	0.00
Total Dept 901 - CAPITAL OUTLAY		202,950.00	202,950.00	10,960.31	191,989.69	5.40
TOTAL EXPENDITURES		244,302.00	244,302.00	20,665.71	223,636.29	8.46
Fund 401 - CAPITAL PROJECT FUND:						
TOTAL REVENUES		244,302.00	244,302.00	0.00	244,302.00	0.00
TOTAL EXPENDITURES		244,302.00	244,302.00	20,665.71	223,636.29	8.46
NET OF REVENUES & EXPENDITURES		0.00	0.00	(20,665.71)	20,665.71	100.00
TOTAL REVENUES - ALL FUNDS		1,226,640.00	1,226,640.00	558,190.42	668,449.58	45.51
TOTAL EXPENDITURES - ALL FUNDS		1,226,640.00	1,226,640.00	455,820.06	770,819.94	37.16
NET OF REVENUES & EXPENDITURES		0.00	0.00	102,370.36	(102,370.36)	100.00



Carlisle | Wortman

ASSOCIATES, INC.

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

INVOICE

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

Invoice No. 2159793
Client No.: 273
Date: 02/11/21
Period End: 1/31/2021

Planning Consultation

1/5/2021	BC	NIGHT MEETING - Planning Commission meeting attendance and preparation	3.50 @ 105.00/hr =	367.50
1/18/2021	BC	Phone call with Planning Commission Chair. Revise memo based on conversation	2.50 @ 105.00/hr =	262.50

AMOUNT DUE THIS INVOICE:

\$630.00

JS

101-721-811.000



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

RECEIVED
 FEB 11 2021
 BY: *[Signature]*

February 3, 2021

Project No:

20200675.21

Invoice No:

0185436

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

ATTN: JONATHON SMITH, CITY MANAGER

MS4 PERMIT ASSISTANCE

Professional Services for period ending January 23, 2021

20200675.25 - GENERAL ENGINEERING

Professional Personnel

	Hours	Amount	
Totals	1.00	53.74	
Total Labor		53.74	107.48

2.0 times

Billing Limits

Current

Prior

To-Date

Total Billings

107.48

0.00

107.48

Limit

400.00

Remaining

292.52

Total Due this Invoice


\$107.48

JS

101-721-810.001



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

RECEIVED
 FEB 11 2021
 BY: 

February 3, 2021
 Project No: 20200436.07
 Invoice No: 0185435

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

ATTN: JONATHON SMITH, CITY MANAGER

12 SOUTH MAIN STREET ALLEY STORM AND SANITARY SEWER
 PLANS AND SPECIFICATIONS

Professional Services for period ending January 23, 2021

Professional Personnel

	Hours	Amount	
Totals	4.00	179.36	
Total Labor		179.36	358.72
		2.0 times	
Billing Limits	Current	Prior	To-Date
Total Billings	358.72	0.00	358.72
Limit			700.00
Remaining			341.28

Total Due this Invoice

\$358.72

JS

Description:

Project Specifications

101-721-810.001



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

RECEIVED
 FEB 11 2021
 BY: [Signature]

February 3, 2021
 Project No: 20191167.23
 Invoice No: 0185434

CITY OF THE VILLAGE OF CLARKSTON
 375 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 January 23, 2021

Professional Personnel

	Totals	Hours 14.00		Amount 603.00	
	Total Labor		2.0 times	603.00	1,206.00

Total Due this Invoice \$1,206.00

Billings to Date

	Current	Prior	Total
Labor	1,206.00	1,111.48	2,317.48
Totals	1,206.00	1,111.48	2,317.48

401-265-728.000

Description:

Revisions and final Master Plan for Depot Park



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



February 3, 2021

Project No:

20191166.21

Invoice No:

0185433

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

ATTN: JONATHON SMITH, CITY MANAGER

MAIN STREET TRAFFIC CALMING
MDOT PERMIT YOUR SPEED LIMIT SIGN

Professional Services for period ending January 23, 2021

Professional Personnel

	Hours	Amount
Totals	7.00	322.16
Total Labor	2.0 times	322.16
		644.32
Total Due this Invoice		\$644.32

Billings to Date

	Current	Prior	Total
Labor	644.32	536.80	1,181.12
Totals	644.32	536.80	1,181.12

101-721-810.001

Description:

September 2020 MDOT Permit Exhibit
 January 2021 - revised MDOT Permit Exhibit

JS

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Interlocal Agreement for the Restaurant Relief Grant

WHEREAS, in early December the City of Clarkston applied for the Oakland County Restaurant Relief Grant, a program designed to assist restaurants expand their outdoor seating during COVID, and;

WHEREAS, the attached schedule summarizes the items approved under the grant in January under Phase I and in February under Phase II , and;

WHEREAS, The City has endeavored to provide additional assistance to the restaurants by purchasing and installing concrete blocks where needed to protect the outdoor seating from traffic, and;

WHEREAS, 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, and;

WHEREAS, the attached Oakland County Restaurant Relief Grant Interlocal Agreement required of all recipients of the grant has been reviewed and approved by City Attorney Tom Ryan, and;

NOW THEREFORE, BE IT RESOLVED that City Council authorizes the City Manager to complete and submit the Oakland County Restaurant Relief Grant Interlocal Agreement.

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

February 22, 2021

Date

Clarkston Restaurant Relief Grant

		Phase I		Phase II		Total	
		Quantity	Amount	Quantity	Amount	Quantity	Amount
Outdoor Propane Patio Heater		18	\$2,664	0	\$0	18	\$2,664
Prepaid Propane Tank Refills		50	\$650	0	\$0	50	\$650
Snap & Grow Greenhouse 8x12 (Model #701504)		3	\$3,597	0	\$0	3	\$3,597
Igloo (late substitution for Greenhouse)		1	\$1,475	0	\$0	1	\$1,475
Victory Model Electrostatic Cleaner		5	\$2,850	0	\$0	5	\$2,850
Victory Model Electrostatic Cleaner Refills		10	\$220	0	\$0	10	\$220
Outdoor Sanitation Stations - Fixed Locations		0	\$0	2	\$2,978	2	\$2,978
			\$11,456		\$2,978		\$14,434

Revised February 17, 2021



RESTAURANT RELIEF PROGRAM INTERLOCAL

AGREEMENT

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the Public Body indicated below ("Public Body") County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 et seq., for the purpose of improving economic development opportunities for restaurants and bars within Oakland County that have been negatively impacted by the pandemic. Assistance to these food establishments shall provide economic benefits to the Public Body and County. On December 7, 2020, in Resolution MR # 20664 the Oakland County Board of Commissioners created the Oakland Together Restaurant Relief Program and allocated \$2 million dollars for weatherization of eligible restaurants to adapt their operations for outdoor dining services and \$1 million dollars for supporting the safe reopening of eligible restaurants and bars. This Agreement is funded through that Program.

Application Number:

10047RR

Public Body Name:

City of Clarkston Village

Public Body Address:

375 Depot Rd, Clarkston, MI 48346

Public Body Point of Contact:

Jonathan Smith

The undersigned agree to the Agreement terms specified in Sections 1 through 14 herein, including the incorporated attachment, and affirm that they have the authority to sign on behalf of their respective Parties.

Grant Award:

Dollar Value of Products Awarded in Phase One:

\$ 11,456.00

Dollar Value of Products Awarded in Phase Two:

\$ 2,978.00

Acquisition and Reimbursement Funds Awarded in Phase Two:

\$ 0.00

Phase Two First Payment:

\$ 0.00

Phase Two Second Payment (Per Section 3):

\$ 0.00

Total Award:

\$ 14,434.00

The undersigned agree to the Agreement terms specified in Sections 1 through 25 herein, including the incorporated Exhibit(s), and affirm that they have the authority to sign on behalf of their respective Parties. Public Body shall provide County with a copy of its Resolution or Minutes approving this Agreement.

Public Body: *

By: *

Enter your full name

Oakland County Internal Processing Information:

Weatherization

Fund: 10100

Dept: 1090201

Program: 133095

Account: 750462 (Provisions) if we are buying the goods OR 731598 (Regranting Program) if we are giving dollars.

PCBU: GRANT

Project ID: 100000003320

Activity ID: EXP

Restaurant Safe Reopening

Fund: 10100

Dept: 1090201

Program: 133095

Account: 750462 (Provisions) if we are buying the goods OR 731598 (Regranting Program) if we are giving dollars.

PCBU: GRANT

Project ID: 100000003321

Activity ID: EXP

(A fully executed PDF copy of the grant agreement will be emailed to you for your records.)

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:

1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.

1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.3. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.

1.4. **County** means Oakland County, Michigan a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.6. **Exhibits** mean the following exhibits, which are applicable to this Agreement only if they are attached to this Agreement and selected (checked) below or added later by a formal amendment to this Agreement:

- Exhibit I: Requirements for Products, Acquisition and Reimbursement Provided by County
- Exhibit II: Performance and Expenditure Report Form
- Exhibit III: Phase I and Phase II Product Awards

1.7. **Grant Award** means (i) the products provided by County or (ii) funding for products acquired by Public Body and/or (iii) expenditures approved by County to Public Body. The total amount of the Grant Award is listed on the first page of the Agreement and is further explained in the Exhibits.

1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as contacts for communication and other purposes as described herein.

1.9. **Public Body** means the Public Body indicated on the first page of this Agreement, which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit.

2. COUNTY RESPONSIBILITIES.

2.1. County has reviewed Public Body's Application and determined that Public Body is eligible to receive a Grant Award. County is not obligated or required to provide any additional services that are not specified in this Agreement.

2.2. County may access, use, and disclose information concerning this Agreement and the Grant Award and/or products described herein to comply with the law, such as a subpoena, court order, or Freedom of information Act request. County may refer all such requests for information to Public Body's Points of Contact for their response within the required time frame if the information requested relates to records held by Public Body. County will provide commercially reasonable assistance for the response if requested by Public Body's Points of Contact, and if reasonably able to access the requested information.

3. PUBLIC BODY RESPONSIBILITIES.

3.1. Public Body shall comply with all terms and conditions in this Agreement, including each selected Exhibit. Public Body certifies that all its representations in its request for products, acquisition and reimbursement submitted to County ("Application") were accurate, truthful and complete and that those statements remain true as of the effective date of this Agreement. Public Body will only provide a Grant Award as Public Body requested in its Application and as were approved by County.

3.2. Public Body shall designate a representative(s) to act as a Point of Contact with County. The Point of Contact's responsibilities shall include:

3.2.1. Direct coordination and interaction with County staff.

3.2.2. Communication with the general public when appropriate.

3.3. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.

3.4. Public Body shall timely provide to County a Performance and Expenditure Report Form (Exhibit II) no later than forty-five (45) days after the Effective Date of the Agreement. If County approves the first Performance and Expenditure Report Form and issues a second payment to Public Body, the second Performance and Expenditure Report Form shall be provided by Public Body to County no later than July 12, 2021. Public Body shall provide receipts and other pertinent evidence to County as requested to demonstrate that the Grant Award was applied consistent with the requirements of this Agreement. If requested by County, Public Body shall provide information concerning the Grant Award to Grantor in a web-based report format.

4. DURATION OF INTERLOCAL AGREEMENT. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

4.1. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreement to add Exhibits that were previously approved by the Board of Commissioners. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.

4.2. Unless extended by an Amendment, this Agreement shall remain in effect until June 30, 2021 or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. PAYMENTS

5.1. If County approves providing money to Public Body as part or all of a Grant Award, County shall provide seventy (70) percent of the funds within fourteen (14) days of execution of the Agreement. County will provide thirty (30) percent of the funds within fourteen (14) days of its approval of a completed Performance and Expenditure Report Form. If Public Body fails to provide the necessary information in the Performance and Expenditure Form, County is not obligated to provide the additional thirty (30) percent of funds.

6. REPAYMENTS.

6.1. Public Body shall repay County any unspent monies from the Grant Award by June 30, 2021. The payment of the unspent Grant Award shall be due to County by July 12, 2021.

6.2. Public Body is subject to repayment to County of an amount equal to the Grant Award funds received by Public Body in the event Public Body fails to comply with the requirements of this Agreement or the Grant Award funds were used in a manner inconsistent with federal or state law.

6.3. If Public Body, for any reason, fails to pay County any monies not properly spent under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was due and owing under this Agreement.

6.4. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. 6.5. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6.6. Either Party's decision to terminate and/or cancel this Agreement, or any one or more of the individual Exhibits identified in this Agreement, shall not relieve Public Body of any payment obligation prior to the effective date of any termination or cancellation of this Agreement. The provisions of this Subsection shall survive the termination, cancellation, and/or expiration of this Agreement.

7. ASSURANCES.

7.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

7.2. **Responsibility for Attorney Fees and Costs.** Except as provided in this Agreement, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

7.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

7.4. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines, penalties, and fees associated with its acts or omissions related to this Agreement and /or for noncompliance with this Agreement.

7.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

7.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

8. USE OF CONFIDENTIAL INFORMATION.

8.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to County or Public Body employees, agents, or contractors not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body shall only use the Confidential Information for performance of this Agreement.

Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information when it can be established by legally sufficient evidence that the Confidential Information: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.

8.2. Subject to any record retention laws or legal requirements, within five (5) business days after receiving a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all the disclosing Party's Confidential Information.

9. DISCLAIMER OF WARRANTIES.

9.1. County services, including any goods, services, parts, supplies, equipment, or other items that are provided to Public Body under this Agreement, are provided on an "as is" and "as available" basis, "with all faults."

9.2. County expressly disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9.3. County makes no warranty that: (i) the goods or services will meet Public Body's requirements; or (ii) the services will be uninterrupted, timely, secure, accurate, or error-free.

10. LIMITATION OF LIABILITY.

10.1. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, indirect, special, and/or punitive damages arising out of this Agreement, regardless of whether the other Party has been informed of the possibility of such damages.

10.2. Notwithstanding anything to the contrary contained herein and to the extent permitted by law, the total liability of County under this Agreement (whether by reason of breach of contract, tort, equity, or otherwise) shall not exceed the amount of the goods or funding provided by County under this Agreement.

11. DISPUTE RESOLUTION.

All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Deputy responsible for the Department of Economic Development and Public Body's Agreement Administrator/Point of Contact for possible resolution. County's Deputy and Public Body's Agreement Administrator/Point of Contact may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the chief executive officials of each Party or their designees. The chief executive officials or their designees may meet promptly and confer in an effort to resolve such dispute.

12. TERMINATION OR CANCELLATION OF AGREEMENT.

12.1. Either Party may terminate or cancel this entire Agreement or any one of the Services described in the attached Exhibits, upon fifteen (15) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

12.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

12.3. The effective date of termination and /or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Economic Development.

13. SUSPENSION OF SERVICES.

County, through its Director of Economic Development, may immediately suspend Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if Services are suspended under this Section.

14. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

15. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body. At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, contractors, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.

16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

18. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions in the Exhibits or other documents that comprise this Agreement.

20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

21. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

22. **NOTICES.** Except as otherwise provided in the Exhibits, notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

22.1. If Notice is sent to County, it shall be addressed and sent to 1) County's Director of Economic Development, 2100 Pontiac Lake Road, Waterford, Michigan 48328, and 2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

22.2. If Notice is sent to Public Body, it shall be addressed to the Point of Contact and Address of the Public Body indicated on the first page of the Agreement.

22.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

23. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

24. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 7); Use of Confidential Information (Section 8); Limitation of Liability (Section 9); Dispute Resolution (Section 11); No Employee-Employer Relationship (Section 15); No Third-Party Beneficiaries (Section 16); No Implied Waiver (Section 17); Severability (Section 18); Precedence of Documents (Section 19); Force Majeure (Section 21); Governing Law/Consent to Jurisdiction and Venue (Section 23); Survival of Terms (Section 24); Entire Agreement (Section 25).

25. ENTIRE AGREEMENT.

25.1. This Agreement represents the entire agreement and understanding between the Parties regarding the Services described in the attached Exhibits. Regarding those Services, this Agreement supersedes all other oral or written agreements between the Parties.

25.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Submit