



City of the Village of Clarkston  
375 Depot Rd  
Clarkston, Michigan 48346  
City Council Regular Meeting  
07 25 2022

1. Call To Order
2. Pledge Of Allegiance
3. Roll Call  
Mayor Haven, Avery, Casey, Fuller, Luginski, Rodgers, Wylie
4. Approval Of Agenda - Motion
5. Public Comments:  
Individuals have the opportunity to address the City Council on any agenda item, limiting their comments to three minutes. If you would like a response, please fill out a form with your name, address and summary of your subject for the record. Please come up to the Podium to speak after the Mayor has called you.
6. FYI
7. Discussion: Parking Revenue June 2022  
Documents:  
[DISCUSSION PARKING FEES AND TICKETS JUNE 07 25 2022.PDF](#)
8. Sheriff Report For June 2022  
Documents:  
[SHERIFF REPORT JUNE 2022.PDF](#)
9. Discussion: HDC Quarterly Activity Report  
Documents:  
[DISCUSSION HDC QUARTERLY REPORT 07 25 2022.PDF](#)
10. City Manager Report  
Documents:  
[CITY MGR REPORT 07 25 2022.PDF](#)
11. Motion: Acceptance Of The Consent Agenda As Presented  
Final Minutes 06 27 2022

Draft Minutes 07 11 2022

Treasurer Report 07 25 2022

Documents:

[07 25 2022 CONSENT AGENDA.PDF](#)

12. Old Business

12.a. Discussion: Election Updates

12.b. Motion: Movie Night Proposal  
Patti Gilman Movie Night proposal in Depot Park

Documents:

[DISCUSSION RELIGIOUS MOVIE IN DEPOT PARK MEMO.PDF](#)

12.c. Resolution: Insurance Competitive Quote

Documents:

[RESOLUTION INSURANCE COMPETITIVE QUOTE 07 25 2022.PDF](#)

13. New Business

13.a. Resolution: Oakland County Assessing Annual Contract Renewal

Documents:

[RESOLUTION OAKLAND COUNTY ASSESSING SERVICES CONTRACT 07 25 2022.PDF](#)

13.b. Motion: Boards And Commissions Appointment Renewals  
Appointment renewals for the following:

Planning Commission - Bob Sowles

Zoning Board of Appeals - Anne Clifton & Gary Casey

Historic District Appointment - Rob Hauxwell

Documents:

[MOTION PC ZBA HDC APPT RENEWALS 07 25 2022.PDF](#)

13.c. Discussion: Historical Society Art In The Village Update

14. Adjourn

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

### City of the Village of Clarkston - 2022 Parking Fees & Parking Tickets

	2021 Totals	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Total
<b>Parking Fees (from the Washington &amp; Main Lot):</b>														
a Number of Paid Parking Patrons	10,444	833	1002	1202	1513	1227	1918							7695
b Fees Paid at Kiosk	\$20,327.75	\$1,833.65	\$2,275.55	\$2,660.30	\$3,176.05	\$2,640.15	\$4,069.05							\$16,654.75
c Fees Paid via Passport Smartphone App	\$2,650.79	\$317.02	\$315.60	\$393.95	\$591.38	\$371.43	\$599.29							\$2,588.67
d Total Fees (b plus c)	\$22,978.54	\$2,150.67	\$2,591.15	\$3,054.25	\$3,767.43	\$3,011.58	\$4,668.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,243.42
<b>Parking Tickets (throughout the City):</b>														
e Tickets Issued in Month (additional detail below)	774	56	52	168	192	98	171							737
f Fines for Tickets Issued in Month	\$17,870.00	\$1,225.00	\$1,160.00	\$4,255.00	\$4,880.00	\$2,225.00	\$3,595.00							\$17,340.00
g Tickets reduce for early pay discount	N/A	3.00	0.00	23.00	25.00	8.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
h Number of voided Tickets	86	13	6	19	33	10	35							116
i Total amount of voided Tickets	\$2,065.00	\$325.00	\$200.00	\$475.00	\$825.00	\$325.00	\$900.00							\$3,050.00
j Tickets issued less voided	\$15,805.00	\$900.00	\$960.00	\$3,780.00	\$4,055.00	\$1,900.00	\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,290.00
k Tickets Paid in Month	475	75	29	114	115	47	82							462
l Income from Tickets Paid in Month	\$11,540.00	\$2,285.00	\$1,225.00	\$2,915.00	\$2,975.00	\$1,095.00	\$1,860.00							\$12,355.00
<b>Expenses:</b>														
l Parking Attendant wages	\$5,149.80	\$324.00	\$0.00	\$1,215.00	\$1,251.00	\$900.00	\$1,008.00							\$4,698.00
m Supplies & Misc Expenses	\$6,179.32	\$1,146.82	\$732.67	\$1,215.00	\$2,330.05	\$929.75	\$1,540.04							\$7,894.33
n Total Expenses (l plus m)	\$11,329.12	\$1,470.82	\$732.67	\$2,430.00	\$3,581.05	\$1,829.75	\$2,548.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,592.33
<b>Net Revenue from Fees and Tickets (d plus l less n)</b>	<b>\$23,189.42</b>	<b>\$2,964.85</b>	<b>\$3,083.48</b>	<b>\$3,539.25</b>	<b>\$3,161.38</b>	<b>\$2,276.83</b>	<b>\$3,980.30</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$19,006.09</b>

Parking Tickets Issued by Zone		Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total
3750 Washington & Main Paid Lot	720	56	42	160	188	97	167							710
3751 Depot Lot	0	0	9	0	0	1	0							10
3752 City Street Parking	17	0	1	2	3	0	4							10
3753 Mill Street Lot	46	0	0	6	1	0	0							7
<b>Total</b>	<b>783</b>	<b>56</b>	<b>52</b>	<b>168</b>	<b>192</b>	<b>98</b>	<b>171</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>737</b>

Parking Tickets Issued by Type		Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total
Parking Time Violation	748	54	50	164	187	96	163							714
Parking in a No Parking Zone	3	0	1	0	0	0	0							1
Parking Beyond Space Markings	7	0	0	1	2	1	5							9
Parking Facing Traffic	8	0	1	3	3	0	2							9
Handicap Parking Without a Permit	8	2	0	0	0	1	1							4
Blocking Traffic or a Crosswalk	0	0	0	0	0	0	0							0
Parking in a Permit Area w/o a Permit	0	0	0	0	0	0	0							0
Parking in a Commercial Unloading Zone	0	0	0	0	0	0	0							0
<b>Total</b>	<b>774</b>	<b>56</b>	<b>52</b>	<b>168</b>	<b>192</b>	<b>98</b>	<b>171</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>737</b>

\* Reflects operational expenses only

**OAKLAND COUNTY SHERIFF DEPARTMENT  
INDEPENDENCE SUBSTATION**

TO: John Smith, City Manager

FROM: Lieutenant Richard Cummins, Substation Commander

SUBJECT: City of the Village of Clarkston Monthly Report

	2022												2022	2021
ARRESTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD
Felony (CLR-059)	0	0	0	2	1	0							3	12
Misdemeanors (CLR-059)	14	6	13	10	33	0							76	69
<b>MICR:</b>														
Violent Crimes (CLR-004)	1	0	1	5	2	0							9	6
Property Crimes (CLR-004)	4	2	2	7	5	0							20	13
<b>TRAFFIC:</b>														
Monthly Citations Citation Report	3	1	13	14	11	5							47	80
Crashes - Crash Report	3	3	0	0	1	1							8	26
<b>LIQUOR INSPECTION ACTIVITY:</b>														
Alcohol Compliance Checks (AE)	0	0	0	0	0	0							0	2
Violations (CLR-065)	0	0	0	0	0	0							0	0
<b>COMMUNITY LIAISON:</b>														
Community Meetings L3535	1	0	0	2	0	2							1	8
Community Other L3539	0	0	0	0	0	0							0	0
<b>STATION STATISTICS:</b>														
Calls for Service (CLR-065)	147	105	157	156	178	139							882	1387



CLARKSTON HISTORIC DISTRICT COMMISSION 2022 ACTIVITIES

DATE	ADDRESS	APPLICANT	WORK	DOCUMENT	COMMENTS
214	85 E Washington	Olsen	Replacing 50 Windows	NtP	
215	7 Buffalo	Schaffer	New Shutters	CoA	
322	21 E Church	Siecinski	Window Repairs	eMail	Applic. Expired, Not Renewed
424	62 N Main	Knapp	Replace Fencing	CoA	
425	177 N Main	McLean	Mitigation of Fencing	NtP	ref: 9/30/2020 NoD
521	7 Buffalo	Schaffer	Replace Porch Decking	CoA	
521	21 Miller	Dacosta	Replace Fencing	CoA	
521	41 Buffalo	Forte	Replace Roofing	CoA	
525	41 Buffalo	Forte	Rebuild Chimney Stack	MoAA	
602	85 E Washington	Olsen	New Deck & Screened Porch	MoAA	
604	66 E Washington	Battishill	Replace Porch Decking	MoAA	
605	122 N Main	Still	Replace Porch Steps	MoAA	
618	130 N Main	Perez	Foundation & Porch Repairs	CoA	
630	2 S Main	Coudret	Repaint Awning Signage	eMail	Planning Comm. Has Jurisdiction
630	69 S Main	Brosky	Addition of 2-Car Garage	CoA	ZBA Approved
722	66 E Washington	Battishill	Privacy Fence & Fence Removal	CoA	
722	12 S Holcomb	Baker	Replace Fencing	CoA	Non-Historic Resource
722	80 E Washington	Segers	Window Replacements	CoA	
722	375 Depot	Smith	Rain Garden Bridge	CoA	

Key:

**CoA** - Certificate of Appropriateness

**CCoA** - Conditional Certificate of Appropriateness

**MoAA** - Memorandum of Administrative Approval

**NoD** - Notice of Denial

**NtP** - Notice to Proceed

**City of the Village of Clarkston**  
**City Manager Report**  
**July 25, 2022**

**HRC & CWA Personnel Changes**

The City recently learned that City Engineer Melissa Coatta from Hubble, Roth and Clark will be leaving HRC to become the City Engineer for the City of Birmingham. We wish Melissa all the best in her new job. She will be replaced by HRC engineer Matthew Slicker. We also have learned that our Building Official Craig Strong will be stepping back his field work and will be replaced in the field by his son Brent Strong and our long-time inspector Jeff Shafer.

**Thanks to our Concrete Pouring Crew!**

Despite being one of the hottest days of the year, a group of volunteers and our DPW staff successfully completed the pouring of seven concrete slabs in Depot Park to become the bases of park benches, a bike rack and Depot Park's "Little Library". Our thanks to Steve Wyckoff and his Construction Tech Program students as well as residents Mike Cascone, Tom Lowrie and Eric Haven. Special thanks to the DPW Team of Jimi Turner and Carson Danis who worked tirelessly the day of the pour and the days leading up to the pour to make this a successful event.

**City Hall Conference Room Tables**

After several unsuccessful attempts to purchase new tables for use in our conference room that will be capable of being easily rearranged to accommodate the varying uses of this room, I was very pleased to learn that our own CID Library has several gently used conference tables that they will soon be replacing. Best of all, the library is offering them to the City at no cost. Thank you CIDL!

**Electrical Overload this Week**

On Wednesday, July 20<sup>th</sup> several DTE power lines and transformers in the City became overloaded, causing some brief grass fires behind The Union and Kinetic Systems. The Independence Township Fire Department and DTE Crews were quick to respond to address the fires and the power outages.

Respectfully submitted, **Jonathan Smith, City Manager, July 21, 2022**



City of the Village of Clarkston  
Artemus M. Pappas Village Hall  
375 Depot Road  
Clarkston, Michigan 48346  
City Council Regular Meeting Minutes  
06 27 2022 **Final Minutes**

6/27/2022 - Minutes

1. Call To Order

@ 7:00pm by Mayor Haven.

2. Pledge Of Allegiance

3. Roll Call

Haven, Avery, Casey, Fuller, Wylie, Rodgers, Luginski - Present.

4. Approval Of Agenda - Motion

Motioned by Wylie Seconded by Rodgers to approve the Agenda with the addition of a 12b for the 4th of July Parade.

5. Public Comments:

By Chet Pardee

6. FYI

7. Discussion Parking Fees And Tickets

8. Sheriff Report For May 2022

Maria Zwiernik of Pinehurst Ct, (Independence Twp.) spoke regarding the public using Middle Lake by accessing off of White Lake Rd. Continuing to damage that area by littering and eroding the embankments.

Motion by Haven Seconded by Wylie to amend the Agenda to add a motion for signage on Middle Lake by White Lake Rd.

Motion By Haven Seconded by Wylie to add warning signage at the White Lake Rd access to Middle Lake Rd. All Aye Motion Carried.

9. City Manager Report

Jonathan Smith brought up the last minute need of new brushes for the street sweeper.

Motioned by Wylie Seconded by Haven to add a Resolution for the purchase of new street sweeper brushes. All Aye Motion Carried.

9.a. Resolution: Street Sweeper Brushes

Motion by Haven Seconded by Wylie to approve the expenditure of \$812.00 for the purchase of replacement sweeper brushes. Avery, Casey, Fuller, Haven, Wylie, Rodgers, Luginski - Yes Motion Carried.

10. Motion: Acceptance Of The Consent Agenda As Presented

Motioned by Casey Seconded by Fuller to accept the Consent Agenda as presented. All Aye motion carried.

11. Old Business

11.a. Motion: Complete Streets

Motioned by Avery Seconded by Rodgers to initially approve the Complete Streets program and request the Planning Commission to continue efforts with SEMCOG and MDOT and then return to Council with a final recommendation, including funding. All Aye Motion Carried.

11.b. Resolution: 2022/23 FY Budget

Presented by City Manager Jonathan Smith. Motioned by Wylie Seconded by Fuller to adopt the General Appropriations Act for the 2022-2023 Fiscal Year. Haven, Avery, Casey, Fuller, Wylie, Rodgers, Luginski - Yes Motion Carried.

11.c. Motion: Main Street Oakland County

Motioned by Wylie Seconded by Luginski to table this motion until next Council meeting in order for the motion to be rewritten. All Aye Motion Carried.

11.d. Resolution: Christmas Market

Motioned by Wylie Seconded by Avery to authorize a budget of \$1,000.00 be established for the Christmas Market to be held on December 10, 2022 from 4:30 until 8:30. Avery, Casey, Fuller, Haven, Wylie, Rodgers, Luginski - Yes Motion Carried.

11.e. Resolution: Clarkston Anniversary

Motioned by Haven Seconded by Rodgers to authorize a budget of \$1,000.00 be established for the July 1, 2022 Clarkston Anniversary celebration in Depot Park, to be paid from the Park Materials budget. Avery, Casey, Fuller, Haven, Wylie, Rodgers, Luginski - Yes. Motion Carried.

12. New Business

12.a. Resolution: 21/22 FY Budget Amendment

Motioned by Wylie Seconded by Avery to authorize the City Treasurer to complete a 21/22 FY budget amendment in the amount of \$6,175.00 as described in the schedule provided. Avery, Casey, Fuller, Haven, Wylie, Rodgers, Luginski - Yes. Motion Carried.

12.b. Resolution: 4th Of July Parade

Motioned by Haven Seconded by Wylie to authorize a not-to-exceed budget of \$1,000 for DPW worker wages for the 4th of July Parade provided that the parade organizers submit an insurance certificate for the event listing the City as an additionally insured party. Avery, Casey, Fuller, Haven, Wylie, Rodgers, Luginski - Yes. Motion Carried.

13. Adjourn

Motioned by Wylie Seconded by Rodgers to adjourn at 9:14pm. All Aye 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  
**07 11 2022 Draft Minutes**

7/11/2022 - Minutes

1. Call To Order

@ 7pm by Mayor Haven.

2. Pledge Of Allegiance

3. Roll Call

Avery, Casey, Fuller, Haven - Present. Luginski, Rodgers, Wylie - Absent.

4. Approval Of Agenda - Motion

Motioned by Fuller Seconded by Casey to approve the Agenda as presented. All Aye. Motion Carried.

5. Public Comments:

by Chet Pardee and Cara Catalo.

6. FYI

Clarkston Garden Walk Wednesday July 20, 2022 11am-7pm.

7. City Manager Report

8. Motion: Acceptance Of The Consent Agenda As Presented

Motioned by Avery Seconded by Fuller to approve the Consent Agenda as presented. All Aye Motion Carried.

9. Old Business

9.a. Discussion: Election Updates

Given By Clerk Speagle.

**August 2, 2022 Primary:** Ballot Sample, Public Notices (Close of Registration and Public Accuracy Test) absentee ballot information. Hours of operation M-Th 9-5. Saturday July 30th 8am-4pm.

November 8, 2022 General Election: Council Petition Deadline July 21st @ 4pm. Write-In Deadline October 28th @ 4pm.

10. New Business

11. Adjourn

Motioned by Avery Seconded by Fuller to adjourn @ 7:19pm. All Aye Motion Carried.

Respectfully Submitted by Jennifer Speagle, City Clerk.

DRAFT



Treasurer's Report

I. Revenue/Expenditure Actual vs. Budget as of 06/30/2022 General Fund 101

II. Revenue/Expenditure Actual vs. Budget as of 06/30/2022 Major Roads Fund 202

III. Revenue/Expenditure Actual vs. Budget as of 06/30/2022 Local Roads Fund 203

IV. Revenue/Expenditure Actual vs. Budget as of 06/30/2022 Capital Projects Fund 401

**TREASURER'S DOCUMENTS FOR MEETING - NEW BUSINESS:**

---

*VI. Invoices for review*

Carlisle Wortman -

Monthly Retainer (June 2022)	\$	1,545.00
Code Enforcement	\$	393.98
2022 Planning Consultation	\$	110.00

<b>Sub Total</b>	<b>\$</b>	<b>2,048.98</b>
------------------	-----------	-----------------

HRC -

MS4 Permit Assistance	\$	-
Professional	\$	-

<b>Sub Total</b>	<b>\$</b>	<b>-</b>
------------------	-----------	----------

Tom Ryan-

Court/Prosecution	\$	-
Professional Services	\$	-
	\$	-

<b>Sub total Invoices for review</b>	<b>\$</b>	<b>2,048.98</b>
--------------------------------------	-----------	-----------------

*VII. Other Checks for Review*

\$	-
\$	-
\$	-
\$	-

<b>Total Other Checks for Review</b>	<b>\$</b>	<b>-</b>
--------------------------------------	-----------	----------

<b>Grand Total</b>	<b>\$</b>	<b>2,048.98</b>
--------------------	-----------	-----------------

PERIOD ENDING 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 06/30/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Revenues						
Dept 000 - GENERAL						
101-000-402.000	CURRENT TAX REVENUES	554,000.00	554,000.00	553,295.21	704.79	99.87
101-000-445.000	INTEREST & PENALTY REVENUES	1,120.00	1,120.00	761.43	358.57	67.98
101-000-452.000	CABLE TV FRANCHISE FEES	13,511.00	13,511.00	11,120.54	2,390.46	82.31
101-000-452.001	IN-KIND FEES/PEG FEES AT&T	6,073.00	6,073.00	3,431.12	2,641.88	56.50
101-000-477.000	PERMIT FEES	28,593.00	28,593.00	22,155.00	6,438.00	77.48
101-000-478.000	DOG LICENSES REVENUE	1,000.00	1,000.00	1,342.25	(342.25)	134.23
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	2,000.00	2,000.00	96,786.72	(94,786.72)	4,839.34
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE-PP	1,173.00	1,173.00	4,219.34	(3,046.34)	359.71
101-000-574.001	STATE REVENUE SHARING/SALES TAX	83,594.00	83,594.00	88,228.00	(4,634.00)	105.54
101-000-574.002	STATE LIQUOR CONTROL COMM	3,565.00	3,565.00	3,576.10	(11.10)	100.31
101-000-580.000	ENHANCED ACCESS REVENUE SHARING	626.00	626.00	874.05	(248.05)	139.62
101-000-606.000	DISTRICT COURT REVENUE	4,500.00	4,500.00	3,230.81	1,269.19	71.80
101-000-626.000	BANNER REVENUES	2,458.00	2,458.00	600.00	1,858.00	24.41
101-000-664.000	INTEREST EARNED	1,577.00	1,577.00	621.41	955.59	39.40
101-000-666.000	DIVIDENDS AND REBATES	1,000.00	1,000.00	1,132.00	(132.00)	113.20
101-000-667.000	GAZEBO RENTALS	1,557.00	1,557.00	3,900.00	(2,343.00)	250.48
101-000-668.000	EQUIPMENT RENTAL	25,329.00	25,329.00	20,261.33	5,067.67	79.99
101-000-671.000	MISCELLANEOUS INCOME	2,000.00	2,000.00	6,274.16	(4,274.16)	313.71
101-000-671.001	SPECIAL EVENTS REVENUE	929.00	929.00	2,500.00	(1,571.00)	269.11
101-000-673.000	SALE OF ASSETS	0.00	0.00	130.00	(130.00)	100.00
101-000-675.000	BEAUTIFICATION DONATIONS	0.00	0.00	1,000.00	(1,000.00)	100.00
101-000-699.390	TRANSFER IN FROM FUND BALANCE	70,707.00	70,707.00	0.00	70,707.00	0.00
Total Dept 000 - GENERAL		813,312.00	813,312.00	825,439.47	(12,127.47)	101.49
TOTAL REVENUES		813,312.00	813,312.00	825,439.47	(12,127.47)	101.49
Expenditures						
Dept 101 - COUNCIL						
101-101-703.000	SALARY - COUNCIL & MAYOR	7,750.00	7,750.00	0.00	7,750.00	0.00
101-101-955.000	MISC EXPENSE	308.00	308.00	898.96	(590.96)	291.87
101-101-958.000	DUES & CONFERENCES	4,100.00	4,100.00	4,645.02	(545.02)	113.29
Total Dept 101 - COUNCIL		12,158.00	12,158.00	5,543.98	6,614.02	45.60
Dept 215 - CLERK						
101-215-703.001	SALARY - CLERK	30,000.00	30,000.00	29,923.17	76.83	99.74
101-215-726.000	SUPPLIES	75.00	75.00	25.75	49.25	34.33
101-215-901.000	PUBLICATIONS	2,150.00	2,150.00	2,811.04	(661.04)	130.75
101-215-958.000	DUES & CONFERENCES	200.00	200.00	42.11	157.89	21.06
Total Dept 215 - CLERK		32,425.00	32,425.00	32,802.07	(377.07)	101.16
Dept 223 - AUDIT						
101-223-805.000	AUDIT FEES	10,800.00	10,800.00	10,800.00	0.00	100.00
Total Dept 223 - AUDIT		10,800.00	10,800.00	10,800.00	0.00	100.00
Dept 247 - BOARD OF REVIEW						

PERIOD ENDING 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 06/30/2022	AVAILABLE BALANCE	% BDGT USED
<b>Fund 101 - GENERAL</b>						
<b>Expenditures</b>						
101-247-801.000	BOARD OF REVIEW PROFESSIONAL FEES	0.00	0.00	10.00	(10.00)	100.00
101-247-900.000	BOARD OF REVIEW PUBLICATIONS	50.00	50.00	0.00	50.00	0.00
<b>Total Dept 247 - BOARD OF REVIEW</b>		<b>50.00</b>	<b>50.00</b>	<b>10.00</b>	<b>40.00</b>	<b>20.00</b>
<b>Dept 253 - TREASURER</b>						
101-253-703.002	SALARY - TREASURER	25,000.00	25,000.00	25,000.04	(0.04)	100.00
101-253-726.000	SUPPLIES	1,200.00	1,200.00	1,073.04	126.96	89.42
101-253-800.000	BANK FEES	400.00	400.00	399.00	1.00	99.75
101-253-853.000	COMPUTER SUPPORT	3,500.00	3,500.00	3,052.02	447.98	87.20
<b>Total Dept 253 - TREASURER</b>		<b>30,100.00</b>	<b>30,100.00</b>	<b>29,524.10</b>	<b>575.90</b>	<b>98.09</b>
<b>Dept 257 - ASSESSOR</b>						
101-257-804.000	ASSESSING - OAKLAND COUNTY	8,000.00	8,000.00	7,979.33	20.67	99.74
<b>Total Dept 257 - ASSESSOR</b>		<b>8,000.00</b>	<b>8,000.00</b>	<b>7,979.33</b>	<b>20.67</b>	<b>99.74</b>
<b>Dept 262 - ELECTIONS</b>						
101-262-701.000	ELECTION FEES/PER DIEM	1,620.00	2,220.00	2,605.00	(385.00)	117.34
101-262-726.000	SUPPLIES	760.00	1,360.00	2,063.02	(703.02)	151.69
101-262-901.000	PUBLICATIONS	343.00	343.00	69.00	274.00	20.12
<b>Total Dept 262 - ELECTIONS</b>		<b>2,723.00</b>	<b>3,923.00</b>	<b>4,737.02</b>	<b>(814.02)</b>	<b>120.75</b>
<b>Dept 264 - ADMINISTRATIVE</b>						
101-264-701.002	SALARY - ADMIN ASSISTANT	15,000.00	15,000.00	11,075.50	3,924.50	73.84
101-264-703.003	SALARY - CITY MANAGER	40,000.00	40,000.00	39,923.04	76.96	99.81
101-264-703.004	SALARY - BLDG INSPECTORS	0.00	0.00	1,300.00	(1,300.00)	100.00
101-264-727.000	OFFICE SUPPLIES	4,000.00	4,000.00	4,092.43	(92.43)	102.31
101-264-727.001	POSTAGE	500.00	500.00	339.85	160.15	67.97
101-264-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	2,000.00	1,400.00	2,348.49	(948.49)	167.75
101-264-850.000	TELEPHONE	8,500.00	8,500.00	8,776.59	(276.59)	103.25
101-264-851.000	WEBSITE MAINTENANCE	350.00	350.00	0.00	350.00	0.00
101-264-852.000	TECHNOLOGY/INTERNET	12,500.00	11,900.00	7,074.28	4,825.72	59.45
101-264-860.000	MILEAGE/CONFERENCE	600.00	600.00	1,277.47	(677.47)	212.91
101-264-941.000	RICOH COPIER LEASE	2,500.00	2,500.00	2,431.80	68.20	97.27
101-264-955.000	DOG LICENSES FEES	1,000.00	1,000.00	772.50	227.50	77.25
<b>Total Dept 264 - ADMINISTRATIVE</b>		<b>86,950.00</b>	<b>85,750.00</b>	<b>79,411.95</b>	<b>6,338.05</b>	<b>92.61</b>
<b>Dept 265 - BUILDING AND GROUNDS</b>						
101-265-705.000	BUILDING MAINTENANCE LABOR	6,000.00	6,000.00	3,579.63	2,420.37	59.66
101-265-705.001	BUILDING MAINTENANCE O/T LABOR	1,000.00	1,000.00	86.63	913.37	8.66
101-265-706.000	VILLAGE GROUNDS PARK LABOR	27,400.00	27,400.00	25,566.41	1,833.59	93.31
101-265-706.001	DPW-VILL GROUNDS OT PARK LABOR	1,200.00	1,200.00	2,706.02	(1,506.02)	225.50
101-265-726.004	SUPPLIES-VH BUILDING	3,400.00	3,400.00	2,584.91	815.09	76.03
101-265-728.000	PARK MATERIALS	19,000.00	19,000.00	12,107.28	6,892.72	63.72
101-265-818.000	RUBBISH COLLECTION	700.00	700.00	366.93	333.07	52.42
101-265-920.000	DETROIT EDISON-VH	2,196.00	2,196.00	2,182.25	13.75	99.37
101-265-921.000	CONSUMERS ENERGY-VH	1,621.00	1,621.00	1,440.19	180.81	88.85



User: TREASURER2

PERIOD ENDING 06/30/2022

DB: Clarkston

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 06/30/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
101-265-923.000	DTE UPPER PARKING LOT	2,346.00	2,346.00	2,635.65	(289.65)	112.35
101-265-923.001	DTE DEPOT PARK	250.00	250.00	0.00	250.00	0.00
101-265-924.000	SEWER & WATER-VH	850.00	850.00	861.35	(11.35)	101.34
101-265-931.000	BUILDING MAINTENANCE-VH	500.00	500.00	220.99	279.01	44.20
101-265-934.000	MILL POND ASSESSMENT	117.00	117.00	117.23	(0.23)	100.20
101-265-935.000	STORM WATER DISCHARGE PERMIT	10,000.00	10,000.00	500.00	9,500.00	5.00
101-265-956.000	WATER LEVEL CONTROL	128.00	128.00	109.40	18.60	85.47
101-265-957.000	CDBG DISBURSEMENTS	8,000.00	8,000.00	7,000.00	1,000.00	87.50
101-265-961.001	PROPERTY INSURANCE	998.00	998.00	725.00	273.00	72.65
101-265-961.003	GENERAL LIABILITY INSURANCE	4,740.00	4,340.00	3,999.00	341.00	92.14
101-265-961.004	PROPERTY INSURANCE-OPEN SPACES	955.00	869.00	672.00	197.00	77.33
Total Dept 265 - BUILDING AND GROUNDS		91,401.00	90,915.00	67,460.87	23,454.13	74.20
Dept 266 - ATTORNEY						
101-266-803.000	LEGAL FEES	30,000.00	30,000.00	23,697.50	6,302.50	78.99
Total Dept 266 - ATTORNEY		30,000.00	30,000.00	23,697.50	6,302.50	78.99
Dept 281 - WATERSHED COUNCIL						
101-281-956.002	CLINTON RIVER WATERSHED EXPENSES	825.00	825.00	825.00	0.00	100.00
Total Dept 281 - WATERSHED COUNCIL		825.00	825.00	825.00	0.00	100.00
Dept 301 - POLICE						
101-301-802.000	LAW ENFORCEMENT	133,749.00	133,749.00	133,350.50	398.50	99.70
Total Dept 301 - POLICE		133,749.00	133,749.00	133,350.50	398.50	99.70
Dept 336 - FIRE						
101-336-802.001	FIRE PROTECTION - IND TWP	158,439.00	158,439.00	159,560.56	(1,121.56)	100.71
Total Dept 336 - FIRE		158,439.00	158,439.00	159,560.56	(1,121.56)	100.71
Dept 370 - CODE ENFORCEMENT OFFICER						
101-370-703.010	SALARY - ENFORCEMENT OFFICER	6,800.00	6,800.00	4,513.31	2,286.69	66.37
101-370-729.000	SUPPLIES	200.00	200.00	98.16	101.84	49.08
Total Dept 370 - CODE ENFORCEMENT OFFICER		7,000.00	7,000.00	4,611.47	2,388.53	65.88
Dept 371 - BUILDING INSPECTION						
101-371-703.004	SALARY - BLDG INSPECTORS	11,000.00	11,000.00	8,515.00	2,485.00	77.41
101-371-809.000	BLDG DEPT PROFESSIONAL FEES	18,000.00	18,000.00	16,545.00	1,455.00	91.92
Total Dept 371 - BUILDING INSPECTION		29,000.00	29,000.00	25,060.00	3,940.00	86.41
Dept 441 - DPW						
101-441-709.000	HEALTH INSURANCE	5,000.00	5,000.00	4,427.80	572.20	88.56
101-441-710.000	DPW LEAVE & HOLIDAY PAY	3,500.00	3,500.00	4,032.00	(532.00)	115.20

User: TREASURER2

DB: Clarkston

PERIOD ENDING 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 06/30/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
101-441-711.001	DPW WAGES FOR TASTE OF CLARKSTON	1,200.00	1,200.00	1,123.13	76.87	93.59
101-441-711.002	DPW WAGES FOR ANGEL'S RUN	0.00	0.00	157.50	(157.50)	100.00
101-441-711.006	DPW WAGES FOR CONCERTS IN THE PARK	300.00	300.00	47.25	252.75	15.75
101-441-711.007	DPW WAGES FOR ART IN THE VILLAGE	200.00	200.00	2,012.07	(1,812.07)	1,006.04
101-441-720.000	PHYSICAL EXPENSE	300.00	300.00	29.02	270.98	9.67
101-441-750.000	DPW SUPPLIES	2,400.00	2,400.00	2,786.83	(386.83)	116.12
101-441-850.001	TELEPHONE - DPW	900.00	900.00	991.88	(91.88)	110.21
101-441-932.001	EQUIPMENT MAINTENANCE	1,200.00	1,200.00	268.59	931.41	22.38
101-441-940.004	NEW LEASE SPACE	21,637.00	21,637.00	18,823.51	2,813.49	87.00
Total Dept 441 - DPW		36,637.00	36,637.00	34,699.58	1,937.42	94.71
Dept 446 - HIGHWAY, STREETS, BRIDGES						
101-446-704.001	DPW LABOR-PICKUP TRUCK	550.00	550.00	391.14	158.86	71.12
101-446-704.002	DPW LABOR-DUMP TRUCK	1,100.00	1,100.00	1,594.50	(494.50)	144.95
101-446-704.003	DPW LABOR-LOADER	200.00	200.00	327.00	(127.00)	163.50
101-446-704.004	DPW LABOR-TRACTOR	500.00	500.00	498.00	2.00	99.60
101-446-704.005	DPW LABOR-SWEEPER	0.00	0.00	178.50	(178.50)	100.00
101-446-704.007	DPW LABOR-LIFT	100.00	100.00	0.00	100.00	0.00
101-446-726.005	SUPPLIES	200.00	200.00	669.87	(469.87)	334.94
101-446-817.001	TREE TRIMMING & MAINTENANCE	5,000.00	5,000.00	1,171.00	3,829.00	23.42
101-446-860.001	MILEAGE/CONFERENCE/TRAINING	400.00	400.00	0.00	400.00	0.00
101-446-861.001	MATERIAL & OUTSIDE LABOR-PICKUP TRUCK	250.00	250.00	5,688.65	(5,438.65)	2,275.46
101-446-861.003	MATERIAL & OUTSIDE LABOR-LOADER	375.00	375.00	172.40	202.60	45.97
101-446-861.004	MATERIAL & OUTSIDE LABOR-LIFT	375.00	375.00	0.00	375.00	0.00
101-446-861.007	MATERIAL & OUTSIDE LABOR-DUMP TRUCK	800.00	800.00	2,682.99	(1,882.99)	335.37
101-446-862.000	FUEL & OIL FOR EQUIPMENT	4,500.00	4,500.00	3,624.76	875.24	80.55
101-446-961.005	EQUIPMENT INSURANCE	3,175.00	3,175.00	3,355.97	(180.97)	105.70
101-446-970.001	DPW EQUIPMENT	4,200.00	4,200.00	4,600.76	(400.76)	109.54
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		21,725.00	21,725.00	24,955.54	(3,230.54)	114.87
Dept 448 - STREET LIGHTING						
101-448-926.000	DTE STREET LIGHTING	12,200.00	12,200.00	15,057.92	(2,857.92)	123.43
Total Dept 448 - STREET LIGHTING		12,200.00	12,200.00	15,057.92	(2,857.92)	123.43
Dept 721 - PLANNING						
101-721-717.000	PLANNING COMMISSION	2,000.00	2,000.00	310.00	1,690.00	15.50
101-721-810.001	ENGINEERING SERVICES	13,500.00	13,500.00	5,352.06	8,147.94	39.64
101-721-811.000	PLANNER FEES	9,500.00	9,414.00	2,772.25	6,641.75	29.45
Total Dept 721 - PLANNING		25,000.00	24,914.00	8,434.31	16,479.69	33.85
Dept 723 - HISTORIC DISTRICT						
101-723-956.003	HISTORIC DIST COMMISSION EXP	2,500.00	2,586.00	2,586.00	0.00	100.00
Total Dept 723 - HISTORIC DISTRICT		2,500.00	2,586.00	2,586.00	0.00	100.00
Dept 851 - INSURANCES						
101-851-961.002	ERRORS & OMISSIONS INSURANCE	7,628.00	7,714.00	7,714.00	0.00	100.00

PERIOD ENDING 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 06/30/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL Expenditures						
Total Dept 851 - INSURANCES		7,628.00	7,714.00	7,714.00	0.00	100.00
Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY 101-862-715.000 CITY FICA EXPENSE		11,880.00	11,880.00	11,436.77	443.23	96.27
Total Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY		11,880.00	11,880.00	11,436.77	443.23	96.27
Dept 870 - UNEMPLOYMENT INSURANCE 101-870-719.000 CITY SUTA MESC EXPENSE		3,000.00	3,000.00	1,961.09	1,038.91	65.37
Total Dept 870 - UNEMPLOYMENT INSURANCE		3,000.00	3,000.00	1,961.09	1,038.91	65.37
Dept 871 - WORKERS COMPENSATION 101-871-722.000 WORKMAN'S COMPENSATION		2,817.00	3,217.00	3,177.00	40.00	98.76
Total Dept 871 - WORKERS COMPENSATION		2,817.00	3,217.00	3,177.00	40.00	98.76
Dept 906 - DEBT SERVICE 101-906-995.006 INTEREST EXPENSE - GF - CITY HALL		0.00	0.00	2,813.62	(2,813.62)	100.00
Total Dept 906 - DEBT SERVICE		0.00	0.00	2,813.62	(2,813.62)	100.00
Dept 999 - TRANSFERS OUT 101-999-999.203 TRANSFER OUT TO LOCAL STREETS 101-999-999.401 TRANSFER OUT TO CAPITAL PROJECT FUND		1,305.00 55,000.00	1,305.00 55,000.00	0.00 0.00	1,305.00 55,000.00	0.00 0.00
Total Dept 999 - TRANSFERS OUT		56,305.00	56,305.00	0.00	56,305.00	0.00
TOTAL EXPENDITURES		813,312.00	813,312.00	698,210.18	115,101.82	85.85
Fund 101 - GENERAL:						
TOTAL REVENUES		813,312.00	813,312.00	825,439.47	(12,127.47)	101.49
TOTAL EXPENDITURES		813,312.00	813,312.00	698,210.18	115,101.82	85.85
NET OF REVENUES & EXPENDITURES		0.00	0.00	127,229.29	(127,229.29)	100.00



PERIOD ENDING 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 06/30/2022	AVAILABLE BALANCE	% BGD USED
Fund 202 - MAJOR STREET Revenues						
Dept 000 - GENERAL						
202-000-574.000	STATE SHARED REVENUES	76,330.00	76,330.00	67,830.13	8,499.87	88.86
Total Dept 000 - GENERAL		<u>76,330.00</u>	<u>76,330.00</u>	<u>67,830.13</u>	<u>8,499.87</u>	<u>88.86</u>
TOTAL REVENUES		<u>76,330.00</u>	<u>76,330.00</u>	<u>67,830.13</u>	<u>8,499.87</u>	<u>88.86</u>
Expenditures						
Dept 451 - NON-WINTER						
202-451-703.005	SALARY - NON-WINTER MAINTENANCE	11,000.00	11,000.00	13,621.85	(2,621.85)	123.84
202-451-703.008	SALARY - NON-WINTER O/T MAINT	850.00	850.00	198.89	651.11	23.40
202-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	1,839.00	1,839.00	1,754.21	84.79	95.39
202-451-775.000	TOOLS - NON-WINTER MAINTENANCE	400.00	400.00	0.00	400.00	0.00
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		<u>17,089.00</u>	<u>17,089.00</u>	<u>15,574.95</u>	<u>1,514.05</u>	<u>91.14</u>
Dept 452 - TRAFFIC						
202-452-777.000	TRAFFIC SERVICES	2,000.00	2,000.00	0.00	2,000.00	0.00
202-452-945.000	EQUIPMENT RENTAL	7,500.00	7,500.00	5,866.69	1,633.31	78.22
202-452-966.000	STATE TRUNKLINE OVERHEAD	234.00	234.00	0.00	234.00	0.00
Total Dept 452 - TRAFFIC		<u>9,734.00</u>	<u>9,734.00</u>	<u>5,866.69</u>	<u>3,867.31</u>	<u>60.27</u>
Dept 453 - WINTER						
202-453-703.006	SALARY - WINTER MAINTENANCE	10,800.00	10,800.00	10,465.75	334.25	96.91
202-453-703.009	SALARY - WINTER MAINT O/T	4,000.00	4,000.00	3,064.50	935.50	76.61
202-453-726.002	SUPPLIES & MTLs - WINTER MAINT	600.00	600.00	522.62	77.38	87.10
202-453-775.001	SMALL TOOLS - WINTER MAINT	200.00	200.00	0.00	200.00	0.00
202-453-778.000	SALT - WINTER SIDEWALK	750.00	750.00	564.22	185.78	75.23
202-453-778.001	SALT - WINTER MAINTENANCE	7,000.00	7,000.00	3,563.53	3,436.47	50.91
202-453-945.001	EQUIPMENT RENTAL - WINTER	14,000.00	14,000.00	6,275.92	7,724.08	44.83
Total Dept 453 - WINTER		<u>37,350.00</u>	<u>37,350.00</u>	<u>24,456.54</u>	<u>12,893.46</u>	<u>65.48</u>
Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY						
202-862-715.000	CITY FICA EXPENSE	2,100.00	2,100.00	2,092.40	7.60	99.64
Total Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY		<u>2,100.00</u>	<u>2,100.00</u>	<u>2,092.40</u>	<u>7.60</u>	<u>99.64</u>
Dept 870 - UNEMPLOYMENT INSURANCE						
202-870-719.000	CITY SUTA MESC EXPENSE	500.00	500.00	452.33	47.67	90.47
Total Dept 870 - UNEMPLOYMENT INSURANCE		<u>500.00</u>	<u>500.00</u>	<u>452.33</u>	<u>47.67</u>	<u>90.47</u>
Dept 999 - TRANSFERS OUT						
202-999-999.203	TRANSFER OUT TO LOCAL STREETS	9,557.00	9,557.00	0.00	9,557.00	0.00
Total Dept 999 - TRANSFERS OUT		<u>9,557.00</u>	<u>9,557.00</u>	<u>0.00</u>	<u>9,557.00</u>	<u>0.00</u>



GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 06/30/2022	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET Expenditures						
TOTAL EXPENDITURES		76,330.00	76,330.00	48,442.91	27,887.09	63.47
Fund 202 - MAJOR STREET:						
TOTAL REVENUES		76,330.00	76,330.00	67,830.13	8,499.87	88.86
TOTAL EXPENDITURES		76,330.00	76,330.00	48,442.91	27,887.09	63.47
NET OF REVENUES & EXPENDITURES		0.00	0.00	19,387.22	(19,387.22)	100.00

PERIOD ENDING 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 06/30/2022	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET Revenues						
Dept 000 - GENERAL						
203-000-574.000	STATE SHARED REVENUES	25,443.00	25,443.00	23,566.95	1,876.05	92.63
203-000-699.101	TRANSFER IN FROM GENERAL FUND	1,305.00	1,305.00	0.00	1,305.00	0.00
203-000-699.202	TRANSFER IN FROM MAJOR ROAD FUND	9,557.00	9,557.00	0.00	9,557.00	0.00
Total Dept 000 - GENERAL		36,305.00	36,305.00	23,566.95	12,738.05	64.91
TOTAL REVENUES		36,305.00	36,305.00	23,566.95	12,738.05	64.91
Expenditures						
Dept 451 - NON-WINTER						
203-451-703.005	SALARY - NON-WINTER MAINTENANCE	4,400.00	4,400.00	5,038.17	(638.17)	114.50
203-451-703.008	SALARY - NON-WINTER O/T MAINT	300.00	300.00	73.56	226.44	24.52
203-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	800.00	800.00	756.13	43.87	94.52
203-451-775.000	TOOLS - NON-WINTER MAINTENANCE	200.00	200.00	0.00	200.00	0.00
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		8,700.00	8,700.00	5,867.86	2,832.14	67.45
Dept 452 - TRAFFIC						
203-452-945.000	EQUIPMENT RENTAL	5,000.00	5,000.00	3,227.41	1,772.59	64.55
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	3,227.41	1,872.59	63.28
Dept 453 - WINTER						
203-453-703.006	SALARY - WINTER MAINTENANCE	4,800.00	4,800.00	3,870.88	929.12	80.64
203-453-703.009	SALARY - WINTER MAINT O/T	1,700.00	1,700.00	1,133.44	566.56	66.67
203-453-726.002	SUPPLIES & MTLs - WINTER MAINT	120.00	120.00	110.09	9.91	91.74
203-453-775.001	SMALL TOOLS - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
203-453-778.000	SALT - WINTER SIDEWALK	750.00	750.00	0.00	750.00	0.00
203-453-778.001	SALT - WINTER MAINTENANCE	2,300.00	2,300.00	1,318.02	981.98	57.31
203-453-945.001	EQUIPMENT RENTAL - WINTER	12,000.00	12,000.00	4,891.31	7,108.69	40.76
203-453-955.001	MISC EXPENSE - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
Total Dept 453 - WINTER		21,870.00	21,870.00	11,323.74	10,546.26	51.78
Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY						
203-862-715.000	CITY FICA EXPENSE	375.00	375.00	773.85	(398.85)	206.36
Total Dept 862 - EMPLOYER MEDICARE AND SOCIAL SECURITY		375.00	375.00	773.85	(398.85)	206.36
Dept 870 - UNEMPLOYMENT INSURANCE						
203-870-719.000	CITY SUTA MESC EXPENSE	260.00	260.00	167.29	92.71	64.34
Total Dept 870 - UNEMPLOYMENT INSURANCE		260.00	260.00	167.29	92.71	64.34
TOTAL EXPENDITURES		36,305.00	36,305.00	21,360.15	14,944.85	58.84

PERIOD ENDING 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 06/30/2022	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET						
Fund 203 - LOCAL STREET:						
	TOTAL REVENUES	36,305.00	36,305.00	23,566.95	12,738.05	64.91
	TOTAL EXPENDITURES	36,305.00	36,305.00	21,360.15	14,944.85	58.84
	NET OF REVENUES & EXPENDITURES	0.00	0.00	2,206.80	(2,206.80)	100.00

PERIOD ENDING 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 06/30/2022	AVAILABLE BALANCE	% BDGT USED
Fund 401 - CAPITAL PROJECT FUND						
Revenues						
Dept 000 - GENERAL						
401-000-699.101	TRANSFER IN FROM GENERAL FUND	55,000.00	55,000.00	0.00	55,000.00	0.00
Total Dept 000 - GENERAL		55,000.00	55,000.00	0.00	55,000.00	0.00
TOTAL REVENUES		55,000.00	55,000.00	0.00	55,000.00	0.00
Expenditures						
Dept 265 - BUILDING AND GROUNDS						
401-265-727.000	CITY HALL / DPW BUILDING	7,800.00	7,800.00	7,223.00	577.00	92.60
401-265-728.000-FY17FRIEND	FRIENDS OF DEPOT PARK	5,000.00	5,000.00	3,943.55	1,056.45	78.87
Total Dept 265 - BUILDING AND GROUNDS		12,800.00	12,800.00	11,166.55	1,633.45	87.24
Dept 446 - HIGHWAY, STREETS, BRIDGES						
401-446-817.000	TREE PLANTING	1,600.00	1,600.00	1,878.97	(278.97)	117.44
401-446-819.000	STREET SIGNS & POSTS	2,800.00	4,800.00	9,184.59	(4,384.59)	191.35
401-446-970.007	SAFETY CROSSWALK PAINT/TAPE	3,000.00	3,000.00	3,000.00	0.00	100.00
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		7,400.00	9,400.00	14,063.56	(4,663.56)	149.61
Dept 901 - CAPITAL OUTLAY						
401-901-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	2,000.00	2,000.00	2,570.22	(570.22)	128.51
401-901-970.005	SIDEWALK REPAIR	8,000.00	8,000.00	0.00	8,000.00	0.00
401-901-970.006	RESURFACING OF ROADS	8,000.00	8,000.00	8,616.53	(616.53)	107.71
401-901-970.011	DPW TRUCKS & LARGE EQUIPMENT	2,000.00	2,000.00	2,000.00	0.00	100.00
401-901-970.012	NEW DEPOT PARK GAZEBO	6,000.00	4,000.00	6,000.10	(2,000.10)	150.00
401-901-970.013	OFFICE FURNITURE	2,000.00	2,000.00	897.06	1,102.94	44.85
401-901-970.014	SECURITY SYSTEMS AND CAMERA	6,800.00	6,800.00	0.00	6,800.00	0.00
Total Dept 901 - CAPITAL OUTLAY		34,800.00	32,800.00	20,083.91	12,716.09	61.23
TOTAL EXPENDITURES		55,000.00	55,000.00	45,314.02	9,685.98	82.39
Fund 401 - CAPITAL PROJECT FUND:						
TOTAL REVENUES		55,000.00	55,000.00	0.00	55,000.00	0.00
TOTAL EXPENDITURES		55,000.00	55,000.00	45,314.02	9,685.98	82.39
NET OF REVENUES & EXPENDITURES		0.00	0.00	(45,314.02)	45,314.02	100.00
TOTAL REVENUES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS		980,947.00	980,947.00	916,836.55	64,110.45	93.46
NET OF REVENUES & EXPENDITURES		980,947.00	980,947.00	813,327.26	167,619.74	82.91
NET OF REVENUES & EXPENDITURES		0.00	0.00	103,509.29	(103,509.29)	100.00



**Carlisle | Wortman**  
ASSOCIATES, INC.

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

*Code Enforcement Services Division*

TIN# 38-298-9393

INVOICE

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

Invoice No. 2165569  
Client No.: 1035  
Date: 07/11/22  
Period End: 6/30/2022

Building Administration

6/1/2022 SW Monthly Retainer

2022 Monthly Retainer = \$1,545.00

SUBTOTAL DUE THIS INVOICE

\$1,545.00

JS

2022 101-371-809.000





# Carlisle | Wortman

ASSOCIATES, INC.

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

## Code Enforcement Services Division

TIN# 38-2989393

INVOICE

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

Invoice No. 2165570  
Client No.: 1035  
Date: 07/11/22  
Period End: 6/30/2022

### Code Enforcement

6/7/2022	SK	Code Enforcement Rounds and talk w/ Jonathan re: any issues going on.	3.00 hr. @	\$46.35/hr	\$139.05
6/14/2022	SK	Code Enforcement - Checked grass issues. Talked with Jonathan about getting ticket book so we can issue one to Nikabus.	2.00 hr. @	\$46.35/hr	\$92.70
6/21/2022	SK	Code Enforcement	2.00 hr. @	\$46.35/hr	\$92.70
6/28/2022	SK	Code Enforcement Rounds - alls quiet.	1.50 hr. @	\$46.35/hr	\$69.53

SUBTOTAL DUE THIS INVOICE

\$393.98

JS

2022 101-370-703010



# 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. 2165861  
Client No.: 273  
Date: 07/18/22  
Period End: 6/30/2022

### Planning Consultation

6/16/2022 BC Emailed non-conforming use language  
for City Manager for 72 E.  
Washington.

1.00 @ 110.00/hr = 110.00

**AMOUNT DUE THIS INVOICE:**

**\$110.00**

101-721-811.000



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

**2055 Orchard Lake Road, Sylvan Lake, MI 48320**

**(248)334-9938**

**To:** Jonathan Smith, City Manager  
**From:** Thomas J. Ryan, City Attorney  
**Date:** June 9, 2022  
**Re:** Religious Movie in Depot Park

---

Dear Mr. Smith:

As I have spoken to you earlier this week, in reviewing the request for this children's movie about the life of Jesus, proposed by Ms. Patti Gilman, I indicated to you that this really triggered a question as to whether the City actually had a city facility usage policy. While there are some ad hoc decisions made by City staff and rules posted for Depot Park, the question of First Amendment activities, whether they involve free speech or religious activity, is one that continues to be addressed by municipal governments, citizens, and the courts. The purpose of this memo is to address with the City Council whether Council would like to attempt develop a comprehensive public facility use policy for the City or not.

A public facility property is considered a "forum" for the purposes of First Amendment analysis and there are generally three types of forums: 1) traditional public forums; these are places where traditionally it has been devoted to an open floor public assembly, communication and debate, such as sidewalks or public parks; 2) a designated public forum; this is a space in a public building which is not a traditional public forum, but where the municipality has designated it for use by the public for purpose of assembly, communication and debate, such as the City Council chambers; 3) the non-public forum; this is a public building or part of a public building that is not by tradition or government designation a forum for public communication, but can be a limited non-public forum as is made available to different groups obtaining permission to rent or occupy the space for a limited purpose. The City, albeit a small municipality, does have these three types of forums.

A policy, if adopted by City Council, would identify the specific public properties, buildings, and facilities within the City limits. Secondly, identify each facility, or parts thereof, as to which type of public forum they are, that is, traditional, designated, or non-public forum, and three, identify any restrictions applicable to each forum according to the level of scrutiny allowed pursuant to the First Amendment. Further, the policy may include other policy aspects such as the designated purpose of each facility, any general or specific rules and regulations; permitted scope and use of the facility, the facility manager powers, i.e., the City Manager, whether there is a fee or no fee rental policy, the handling of damages to a facility; whether there are any property losses, times and priority of usage, public safety issues, enforcement, and any exceptions.

Further, the policy would contain rules and regulations, such as those posted at Depot Park as to rules of conduct, at the specific facility. A sample of purpose and intent statement could be as follows:

The intent of this Policy is to establish uniform procedures for the use of City facilities, to provide sufficient forums for gathering and expression of speech, to identify the purposes of City facilities, to ensure the efficient uninterrupted administration of the City government and City facilities and their premises, and to ensure the enjoyment of City facilities by all users. To the extent that this Policy regulates First Amendment activity, it is not the intent of this Policy to allow uniformity of expressive conduct at all locations, or within all areas of a specific location. Any attempt to limit the use of a forum is not intended to silence speech or engage in prohibiting expressive conduct based upon its content.

Such a policy could authorize the City Manager or administrator to approve various activities at a public forum such as the park based upon the number of attendees, say 25 or less; the rules and regulations concerning when City Council must weigh in, such as a concert in the park, an art fair, various other specialty events hosted from time to time in the City park.

As to the specific issue of this movie, my initial concerns are somewhat alleviated by a very recent Supreme Court case decided this year, entitled *Shurtleff v City of Boston, Massachusetts*, 142 Supreme Court 11583 (2022). In this case the city of Boston had refused to fly at a city hall a Christian flag along with the United States flag on one flagpole, and the state of Massachusetts flag on the other flagpole. Occasionally on the third flagpole the city would fly other flags in place of the city flag.

When the Christian group applied to the city to fly the flag on the third flagpole, the city denied that request. The city argument at the lower court level was that by flying a Christian flag, the city would be in violation of the First Amendment establishment clause by showing preference for a certain religion. The Christian group argued that the refusal to fly the flag was inconsistent with the free speech of the group.

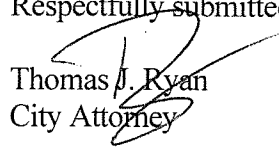
The upshot of this case is that even by allowing an event or placing a flag on a city flagpole, the city is not endorsing and/or favoring a religion or group and running afoul of the First Amendment as it is not governmental speech because the city flagpole was utilized.

Thus, in this case because there are other religious uses in the park, i.e., weddings, which are privately attended by people in a public park but without the endorsement of the City; allowing this movie to be aired in a specific area, which would not interfere with the other use of the non-movie participant's use of the park, in my opinion would not jeopardize the City's obligation under the First Amendment of the United States Constitution.

The issues of size of the crowd, insurance, cleanup, and other aspects of this can be decided by City Council in its wisdom.

I look forward to speaking with you regarding this matter.

Respectfully submitted,

  
Thomas J. Ryan  
City Attorney

# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Resolution - Insurance Competitive Quote

**WHEREAS**, the City has obtained Liability and Workman's Compensation Insurance through the Michigan Municipal League (MML) for many years but recently sought a competitive quote for Liability Insurance as required by the City's purchasing ordinance (30.17), and;

**WHEREAS**, John Johnson of Nickel & Saph, Inc. requested four (4) underwriters to prepare quotes to match the City's current coverage, but only Glatfelter Public Practice agreed to provide a quote, and;

**WHEREAS**, the attached table compares the prices for MML and Glatfelter, and;

**WHEREAS**, Councilmember Al Avery and City Manager Jonathan Smith have reviewed the two coverage proposals, concluding that the price difference does not warrant a change at this time, and;

**NOW, THEREFORE, BE IT RESOLVED** that the City of the Village of Clarkston shall continue to obtain Liability Insurance through the Michigan Municipal League. The City thanks the representatives of Nickel & Saph and Glatfelter Public Practice for their efforts in preparing their insurance quote.

Avery	Casey	Fuller	Haven	Luginski	Rodgers	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

July 25, 2022

\_\_\_\_\_  
Date

# City of the Village of Clarkston

## Competitive Insurance Quote \*

	Michigan Municipal League (MML)	Glatfelter Public Practice	MML H / (L) Glatfelter	Comments
Property	\$1,972	\$1,767	\$205	
General Liability	\$3,449	\$1,875	\$1,574	
Crime	\$50	\$433	(\$383)	Glatfelter coverage includes Cyber Liability coverage of up to \$1M per event vs. MML of \$100K annual agregate.
Auto	\$3,024	\$3,992	(\$968)	
Inland Marine	\$0	\$1,541	(\$1,541)	Inlaid Marine covers equipment and other property of the City. MML covers this under General Liability.
Public Officials	\$7,750	\$4,132	\$3,618	Errors & Omissions coverage
Treasurer's Bond	Included	\$482	(\$482)	
Sub-Total	\$16,245	\$14,222	\$2,023	
Annual Dividend	\$1,600	N/A	\$1,600	As a non-profit, the MML returns excess premiums to the municipalities it insures. Over the last 5 years this dividend has averaged \$1,600.
Total	\$14,645	\$14,222	\$423	

\* Excludes Workers's Compensation Insurance



## Liability & Property Pool

**BINDER #: MML001001633**

**EFFECTIVE DATE: July 1, 2022**

### **This Binder is effective until issuance of Coverage Document**

This is a Binder of Coverage provided to the **City of the Village of Clarkston**. The coverages and limits provided are those contained in the attached coverage summary and/or current Michigan Municipal League Liability and Property Pool Coverage Document.

No coverage is provided by this Binder except in accordance with the terms and conditions of the Coverage Document of the Michigan Municipal League Liability and Property Pool.

Meadowbrook, Inc., is the authorized administrative representative of the Michigan Municipal League Liability and Property Pool.

**Date Issued: May 12, 2022**

By:

A handwritten signature in black ink, appearing to read 'Judith A. Thomson', written over a horizontal line.

Judy Thomson-Torosian  
Authorized Representative

**A SERVICE OF THE MICHIGAN MUNICIPAL LEAGUE**





michigan municipal league

# Liability & Property Pool

## RENEWAL CERTIFICATE

IN CONSIDERATION FOR PREMIUM PAID, AND SUBJECT TO ALL OF THE TERMS OF THE EXPIRING COVERAGE DOCUMENT AND ANY ENDORSEMENTS ATTACHED HERETO, WE AGREE TO RENEW YOUR COVERAGES AS STATED IN THIS CERTIFICATE. THESE COVERAGES ARE PROVIDED IN ACCORDANCE WITH THE INTERGOVERNMENTAL CONTRACT WHICH FORMS THE LEGAL BASIS FOR THE OPERATION OF THE POOL.

Contract Number: MML001001633

Renewal of Number: MML001001632

Pool Member: City of the Village of Clarkston

Mailing Address: 375 Depot Rd.  
Clarkston, MI 48346-1418

Coverage Period

From: 7/1/2022

To: 7/1/2023

(12:01 A.M. Standard time at your mailing address shown above)

Liability Coverage Parts	Limit of Liability	Deductible
Municipal General Liability Coverage	\$5,000,000	\$0
Public Officials Liability Coverage	\$5,000,000	\$0
Law Enforcement Liability Coverage	No Coverage	N/A
Employee Benefit Liability Coverage	\$1,000,000	\$0
Automobile Liability Coverage	\$5,000,000	\$0
Comprehensive and Collision Coverage	Per Schedule	Per Schedule
<b>Combined Liability Policy Limit</b>	<b>\$5,000,000</b>	
Cyber Liability and Data Breach Response Coverage (CYB001001633)	Per Declarations	Per Declarations

The Combined Liability Policy Limit is the most we will pay regardless of the number of Coverage Parts under which coverage may be sought.

### COVERAGE UNDER THIS CONTRACT IS:

- As amended by revised schedule(s) attached.
- As amended by endorsement(s): ADD: MMP101 (01/11) , MML23 (07/11)

BY:

(Authorized Representative)

DATE:

05/12/2022

**MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL**  
**Property Schedule for the City of the Village of Clarkston**  
**as of 7/1/2022**

City Of The Village Of Clarkston  
 375 Depot Rd.  
 Clarkston, MI 48346-1418

Michigan Municipal League Liability  
 and Property Pool  
 PO Box 2054  
 Southfield, MI 48037-2054

Policy #: MML001001633  
 Effective From: 7/1/2022 to 7/1/2023

	LIMITS	DEDUCTIBLE	VALUATION
<b><u>Location #1: 375 Depot Rd., Clarkston, MI 48346</u></b>			
<b>Building 1 - City Hall, Garage</b>			
Building - Appraisal Date: 2009-05-05	\$510,000	\$250	Replacement Cost
Contents	\$34,600	\$250	Replacement Cost
<b>Building 2 - Gazebo, Benches, Playground Equip., Flagpole, Etc.</b>			
Property In The Open	\$50,000	\$250	Replacement Cost
<b>Building 3 - Pedestrian Bridge</b>			
Property In The Open	\$52,725	\$250	Replacement Cost
<b>Building 4 - Pedestrian Bridge</b>			
Property In The Open	\$62,500	\$250	Replacement Cost
<b>Building 5 - Dpw Office &amp; Garage Contents</b>			
Contents	\$47,750	\$250	Replacement Cost
<b><u>Location #2: Various Throughout The City, Clarkston, MI 48346</u></b>			
<b>Building 1 - [41] Street Lights</b>			
Property In The Open	\$385,400	\$250	Replacement Cost
<b><u>Location #3: Main St. &amp; Washington, Clarkston, MI 48346</u></b>			
<b>Building 1 - Stone Wall</b>			
Property In The Open	\$50,000	\$250	Replacement Cost
<b>Building 2 - Kiosk</b>			
Property In The Open	\$9,000	\$250	Replacement Cost
<b>Total Property Limit: \$1,201,975</b>			





michigan municipal league

# Liability & Property Pool

## ADDITIONAL COVERAGES & COVERAGE EXTENSIONS LIMITS OF LIABILITY

CONTRACT NO. MML001001633 EFFECTIVE DATE: 7/1/2022

12:01 A.M. Standard Time

POOL MEMBER City of the Village of Clarkston

The Pool shall not be liable under the terms of the Additional Coverages and Coverage Extensions, as described in Sections D. and E., of the Municipal Property Coverage Document, MMP100, for more than the limit specified below:

Coverages	Limits	Deductible
Consequential Damage	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	Not Applicable
Debris Removal	<input checked="" type="checkbox"/> 5,000,000 or 25%, as stated in the Contract	Not Applicable
Demolition and Increased Cost of Construction	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	Not Applicable
Newly acquired Real or Personal Property and Buildings under construction, including the Member's building supplies and materials	<input checked="" type="checkbox"/> \$500,000 <input type="checkbox"/> \$	\$250
Expediting Expense	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	Not Applicable
Protection and Preservation of Property	Blanket Limit	Not Applicable
Ornamental Trees, Shrubs, Plants or Lawns	\$5,000 per occurrence, \$10,000 annual aggregate, as stated in the Contract	\$250
Loss of Rents	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	Not Applicable
Extra Expense	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	Not Applicable
Valuable Papers and Records	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	\$250
Earth Movement Coverage	\$2,000,000 each single movement \$2,000,000 annual aggregate	\$5,000
Personal Effects and Property of Others	<input checked="" type="checkbox"/> \$500 any one person, \$2,500 aggregate	\$250
Accounts Receivable	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	\$250
Electronic Data Processing Equipment and Media	<input type="checkbox"/> \$ 25,000 <input checked="" type="checkbox"/> \$ 37,612	\$250
Fine Arts	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	\$250
Loss of Income	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	Not Applicable

Coverages	Limits	Deductible
Flood - This policy has a \$1,000,000 annual aggregate for all flood zones or any combination thereof.		
Flood Coverage for all locations other than flood Zones A, AO, AH, A1-A99, AE, AR as determined by the Federal Emergency Management Agency (FEMA).	\$1,000,000 each occurrence \$1,000,000 annual aggregate	\$5,000
Flood Coverage for all locations situated in flood Zones A, AO, AH, A1-A99, AE, AR as determined by the Federal Emergency Management Agency (FEMA).	\$100,000 each occurrence \$100,000 annual aggregate	\$5,000

A Service of the Michigan Municipal League

**MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL**  
**Inland Marine Schedule for the City of the Village of Clarkston**  
**as of 7/1/2022**

---

City Of The Village Of Clarkston  
375 Depot Rd.  
Clarkston, MI 48346-1418

Michigan Municipal League Liability  
and Property Pool  
PO Box 2054  
Southfield, MI 48037-2054

Policy #: MML001001633

Effective From: 7/1/2022 to 7/1/2023

**DESCRIPTION**

Contractors Equipment	\$273,340	\$250
Security Camera System, Park	\$9,800	\$250
Radio Equipment	\$1,214	\$250
Voting Equipment	\$13,332	\$250
4 Inland Marine Items		

**MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL**  
**Automobile Schedule for the City of the Village of Clarkston**  
**as of 7/1/2022**

City Of The Village Of Clarkston  
 375 Depot Rd.  
 Clarkston, MI 48346-1418

Michigan Municipal League Liability  
 and Property Pool  
 PO Box 2054  
 Southfield, MI 48037-2054

Policy #: MML001001633

Effective From: 7/1/2022 to 7/1/2023

VEH	INSD#	YEAR	MAKE/MODEL/BODY TYPE	VIN
1		2015	Ford/Dump Truck	1FDUF5HT8FEA35291
	Dept: Dpw		Comp Deduct: \$250	Coll Deduct: \$500
				Actual Cash Value
2		2015	Intl/7400 Sba 4x2 Truck	1HTWCAAR3FH559396
	Dept: Dpw		Comp Deduct: \$250	Coll Deduct: \$500
				Actual Cash Value

2 Vehicles

**MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL**  
**Crime Schedule for the City of the Village of Clarkston**  
**as of 7/1/2022**

City Of The Village Of Clarkston  
 375 Depot Rd.  
 Clarkston, MI 48346-1418

Michigan Municipal League Liability  
 and Property Pool  
 PO Box 2054  
 Southfield, MI 48037-2054

Policy #: MML001001633  
 Effective From: 7/1/2022 to 7/1/2023

DESCRIPTION	LIMITS	DEDUCTIBLE
Depositors Forgery	\$100,000	\$0
Employee Dishonesty	\$100,000	\$0
Money/Securities Loss Inside	\$100,000	\$0
Money/Securities Loss Outside	\$100,000	\$0
Money Orders/Counterfeit	\$100,000	\$0
Computer Fraud	\$100,000	\$0
Funds Transfer Fraud	\$100,000	\$0
Impersonation Fraud	\$100,000	\$0
<b><u>Bonds</u></b>		
Bond A: Treasurer	\$100,000	N/A
<b>Total Number of Bonds = 1</b>		



michigan municipal league

## Liability & Property Pool

### Position Fidelity Bond

**Contract Number:** MML001001633-A      **Bond Period:** 07/01/2022 to 07/01/2023

**Pool Member:** City of the Village of Clarkston

**Limit:** \$100,000

**Position:**

Treasurer
-----------

In consideration of the premium paid and subject to the terms and conditions of this bond coverage, the Michigan Municipal League Liability and Property Pool (Pool) agrees to indemnify the Member for an occurrence of any loss of money or other tangible property belonging to the Member as a result of any fraudulent or dishonest act or acts committed by the person occupying the specified position, or as a result of that person's failure to faithfully perform the duties of the specified position, defined as malfeasance, willful neglect of duty, or bad faith in performance of those duties.

This bond coverage applies only to loss which occurs during the specified bond period.

The limit of the Pool's liability under this bond shall not be cumulative from year to year or period to period. The maximum amount of coverage under this bond shall not exceed the limit shown herein, regardless of whether or not the person occupying the position named acted alone or in collusion with others, and regardless of the number of years this bond or like bond(s), in any amount or limit, have been in-force, or the number of premiums payable or paid.

Coverage under this bond shall not apply immediately upon knowledge or discovery by the Member or an official thereof not in collusion with the person occupying the position named of any fraudulent or dishonest act committed by that person or a failure by that person to faithfully perform the duties of the position named, as defined herein, whether committed before or after that person's date of service on behalf of the Member commenced.

All loss arising out of an act or series of acts, related or not, whether committed by one or more persons, shall be deemed to arise out of one occurrence. Loss is covered under this bond only if discovered not later than one year from the end of the specified bond period. Upon knowledge or discovery of an occurrence that may give rise to a claim under this bond, the Member shall give notice thereof to the Pool as soon as practicable and shall file a detailed proof of loss with the Pool, duly sworn to, not later than four months after acquiring that knowledge of that discovery.

This bond coverage does not apply to:

loss or that part of loss, the proof of which, either as to its existence or as to its amount, is dependent upon any inventory computation or a profit and loss computation;



loss due to an accounting or arithmetical error or omission or to any other good faith error or omission committed by the person named or any other employee of the Member;

loss of manuscripts, books of account or records;

to fees, costs or expenses incurred or paid by the Member in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss covered by this bond;

loss of potential income or value, including but not limited to interest, dividends, investment growth, or appreciation, not realized by the Member because of a loss covered under this bond or otherwise;

to costs, fees and other expenses incurred by the Member in establishing the existence of or amount of loss covered under this bond; or

to loss resulting from the failure of any entity acting as a depository of the Member's property.

In the event of any payment under this bond, the Pool shall be subrogated to the Member's rights of recovery therefore against any person or entity and the Member shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The Member shall do nothing after a loss to prejudice such rights of the Pool.

**MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL**  
**Additional Interests Schedule for the City of the Village of Clarkston**  
**as of 7/1/2022**

---

City Of The Village Of Clarkston  
375 Depot Rd.  
Clarkston, MI 48346-1418  
Policy #: MML001001633  
Effective From: 7/1/2022 to 7/1/2023

Michigan Municipal League Liability  
and Property Pool  
PO Box 2054  
Southfield, MI 48037-2054

**Additional Interest's Name**

**Coverage**

Lehman Investment Co., A Michigan Limited Partnership

General Liability

Michigan Department Of Transportation

General Liability

Road Commission For Oakland County, Permit Dept.

General Liability



michigan municipal league

# Liability & Property Pool

## CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE DECLARATIONS

SCHEDULE	Policy #:	CYB001001633
<b>Member:</b> City of the Village Clarkston		
<b>Member Address:</b> 375 Depot Rd., Clarkston, MI 48346-1418		
<b>Coverage Period:</b> 07/01/2022 to 07/01/2023		
<b>Aggregate Limit of Liability</b> Aggregate for all Loss, including Claims Expenses subject to the following:		\$100,000
<b>Information Security and Privacy Liability Limit:</b>		\$100,000
<b>Regulatory Defense and Penalties Aggregate Sublimit:</b>		\$20,000
<b>Website Media and Content Liability Limit:</b>		\$100,000
<b>PCI Fines, Expenses and Costs Aggregate Sublimit:</b>		\$10,000
<b>Cyber Extortion Aggregate Sublimit:</b>		\$25,000
<b>First Party Data Protection Aggregate Sublimit:</b>		\$25,000
<b>First Party Network Business Interruption Aggregate Sublimit:</b>		\$25,000
<b>Liability Retention Per Claim or Incident</b>		
<b>Information Security and Privacy Liability:</b>		\$0
<b>Regulatory Defense and Penalties:</b>		\$0
<b>Website Media and Content Liability:</b>		\$0
<b>PCI Fines, Expenses and Costs:</b>		\$0
<b>Cyber Extortion:</b>		\$5,000
<b>First Party Data Protection:</b>		\$5,000
<b>First Party Network Business Interruption:</b>	The greater of \$5,000 or income loss during 12 hour waiting period.	
<b>Privacy Breach Response Services Limit of Coverage</b>		
<b>Computer Expert Services, Legal Services and Public Relations and Crisis Management Expenses Limit:</b>		\$50,000
<b>Notified Individuals - Notification Services, Call Center Services and Breach Resolution and Mitigation Services Limit</b>		10,000
<b>Privacy Breach Response Services Retention</b>		
<b>Computer Expert Services, Legal Services and Public Relations and Crisis Management Expenses:</b>		\$0
<b>Notified Individuals Threshold:</b>		0
<b>Retroactive Date</b>		09/01/2017



michigan municipal league

## Liability & Property Pool

### *CERTIFICATE OF FLEET COVERAGE*

This is to certify that the Michigan Municipal League Liability and Property Pool located in Ann Arbor, Michigan, has issued a policy, **No. MML001001633** covering all vehicles owned by or leased by:

**CITY OF THE VILLAGE CLARKSTON**

**375 DEPOT RD.**

**CLARKSTON, MI 48346-1418**

and said policy complies with ACT 294, P.A. 1972, as amended.

This said Policy expires on **July 1, 2023**.

**Date Issued:** May 12, 2022

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

Judy Thomson-Torosian  
Authorized Representative

**A SERVICE OF THE MICHIGAN MUNICIPAL LEAGUE**



# Liability & Property Pool

## CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

**Name and Address of Participant:**

City of the Village of Clarkston  
  
375 Depot Rd.  
Clarkston, MI 48346-1418

**Coverage Afforded:**

Michigan Municipal League Liability and Property Pool  
1675 Green Road  
Ann Arbor, MI 48105-2530

**Name and Address of Service Provider:**

Meadowbrook, Inc.  
P.O. Box 2054  
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML001001633	7/1/2023	\$5,000,000
<u>Automobile Liability</u>			Bodily Injury & Property Damage Combined Single Limit
<u>Other</u>			

**Description of Operations/Locations/Vehicles:**

Certificate Holder Additional Insured solely with respect to: Banners hung across M-15 announcing various community activities.

**CANCELLATION:** Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

**Name and Address of Certificate Holder:**

Michigan Department of Transportation  
800 Van Guard Rd.  
Pontiac, MI 48341-1110

Date Issued: 5/12/2022

By:   
Authorized Representative





# Liability & Property Pool

## CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

**Name and Address of Participant:**

City of the Village of Clarkston  
  
375 Depot Rd.  
Clarkston, MI 48346-1418

**Coverage Afforded:**

Michigan Municipal League Liability and Property Pool  
1675 Green Road  
Ann Arbor, MI 48105-2530

**Name and Address of Service Provider:**

Meadowbrook, Inc.  
P.O. Box 2054  
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML001001633	7/1/2023	\$5,000,000
<u>Automobile Liability</u>	MML001001633	7/1/2023	\$5,000,000 Bodily Injury & Property Damage Combined Single Limit
<u>Other</u>			

**Description of Operations/Locations/Vehicles:**

Certificate Holder Additional Insured solely with respect to: Emergency repair and maintenance operations for existing road structures as needed during the Permit Period of January 1, 2022 through December 31, 2022.

**CANCELLATION:** Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

**Name and Address of Certificate Holder:**

Road Commission for Oakland County, Permit Dept.  
2420 Pontiac Lake Road  
Waterford, MI 48328

Date Issued: 5/12/2022

By: \_\_\_\_\_  
Authorized Representative





# Liability & Property Pool

## CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

**Name and Address of Participant:**

City of the Village of Clarkston  
  
375 Depot Rd.  
Clarkston, MI 48346-1418

**Coverage Afforded:**

Michigan Municipal League Liability and Property Pool  
1675 Green Road  
Ann Arbor, MI 48105-2530

**Name and Address of Service Provider:**

Meadowbrook, Inc.  
P.O. Box 2054  
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML001001633	7/1/2023	\$5,000,000
<u>Automobile Liability</u>			Bodily Injury & Property Damage Combined Single Limit
<u>Other</u>			

**Description of Operations/Locations/Vehicles:**

Certificate Holder Additional Insured solely with respect to: Contract dated November 25, 1996 for the purposes of using 12 parking spaces on the north side of Depot Road, Clarkston, MI 48346 for events held throughout the year.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

<p><b><u>Name and Address of Certificate Holder:</u></b>  Lehman Investment Co., a Michigan Limited Partnership  20 W. Washington, Suite 15  Clarkston, MI 48346</p>
--

Date Issued: 5/12/2022

By: \_\_\_\_\_  
Authorized Representative



michigan municipal league

**MICHIGAN MUNICIPAL LEAGUE  
LIABILITY AND PROPERTY POOL**  
P.O. Box 972067, Ypsilanti, Michigan 48197-0835  
(248) 358-1100, (800) 482-2726

**INVOICE**

City of the Village of Clarkston  
375 Depot Rd.,  
Clarkston, MI 48346-1418

Customer #: 5002460  
Policy Term: 07/01/2022 - 07/01/2023  
Invoice Date: 05/12/2022  
Invoice #: 6495206

Payment Enclosed: \$ \_\_\_\_\_

PLEASE MAKE CHECKS PAYABLE TO MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

FOR PROPER CREDIT PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT FOR THE TOTAL AMOUNT DUE

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL  
P.O. Box 972067, Ypsilanti, Michigan 48197-0835  
(248) 358-1100, (800) 482-2726

TRANSACTION EFFECTIVE DATE	POLICY NUMBER	DESCRIPTION	AMOUNT
07/01/2022	MML001001633	Pool Renewal Premium	\$16,245
<b>Total Amount Due</b>			<b>\$16,245</b>

PREMIUM DUE ON EFFECTIVE DATE SHOWN ABOVE.  
NO RECEIPT WILL BE SENT UNLESS REQUESTED.  
There will be a 3% late charge on any invoices 30 days past due.

6495206

**City of the Village of Clarkston**  
**Premium Breakdown as of:**  
**July 1, 2022**

---

**Liability**

---

Limit of Liability \$ 5,000,000	
Public Officials Errors & Omissions	\$7,750.00
General Liability	\$3,449.00
<b>Total Liability</b>	<b>\$11,199.00</b>

**Property**

---

City Hall, Garage	\$736.00
Gazebo, Benches, Playground Equip., Flagpole, Etc.	\$64.00
Pedestrian Bridge	\$67.00
Pedestrian Bridge	\$80.00
Dpw Office & Garage Contents	\$61.00
Street Lights	\$492.00
Stone Wall	\$64.00
Kiosk	\$11.00
Electronic Data Processing	\$16.00
Radio Equipment	\$2.00
Voting Equipment	\$17.00
Contractors Equipment	\$349.00
Security Camera System, Park	\$13.00
<b>Total Property</b>	<b>\$1,972.00</b>

**Crime**

---

Position Bond A	\$25.00
Employee Dishonesty Including Faithful Performance	\$25.00
<b>Total Crime</b>	<b>\$50.00</b>

**City of the Village of Clarkston**  
**Premium Breakdown as of:**  
**July 1, 2022**

---

**Automobile**

---

(2) Vehicles

\$3,024.00

Total Automobile

\$3,024.00

**TOTAL ANNUAL POOL PREMIUM**

\$16,245.00

# THE PUBLIC ENTITY INSURANCE SPECIALIST

## CITY OF THE VILLAGE OF CLARKSTON

**PRESENTED BY:** NICKEL & SAPH INC  
P.O. BOX 46907  
MOUNT CLEMENS, MI 48046-6907  
586.463.4573

**EFFECTIVE DATE:** 07/01/2022

**This quote proposal is valid until the proposed effective date.**

**PROPOSAL DATE:** 05/25/2022



**Glatfelter  
Public  
Practice<sup>SM</sup>**  
A Division of Glatfelter Insurance Group



## TABLE OF CONTENTS

INTRODUCTION .....	3
GLATFELTER PUBLIC PRACTICE.....	4
PROPOSAL .....	6
GENERAL INFORMATION.....	6
PROPERTY.....	7
CRIME .....	13
INLAND MARINE .....	14
AUTO.....	18
GENERAL LIABILITY.....	20
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY .....	23
EXCESS LIABILITY.....	28
PROPOSAL NOTES.....	29
PREMIUM SUMMARY.....	31
GLATFELTER PUBLIC PRACTICE ORDER FORM .....	32
PROPERTY – STATEMENT OF VALUES .....	33

## INTRODUCTION

Welcome to Glatfelter Public Practice, a division of Glatfelter Insurance Group. Our property and liability insurance program is designed specifically to meet the needs of public entities and select other segments and offers a broad range of coverages. This proposal is prepared from information supplied to Glatfelter Public Practice on the application submitted by your insurance representative and may or may not contain all terms requested on the application.

When you become a client of Glatfelter Public Practice you become part of a large and growing community of public entities including cities, towns, villages and other municipalities; water and wastewater entities; educational institutions as well as related segments of private schools, private water/wastewater and independent school bus contractors across the country. You will receive underwriting, risk control, and claim services from individuals who are responsive, courteous, fair, and most importantly, who understand your industry and its importance to the surrounding community.

We hope you will become one of our many clients and give us the opportunity to serve your organization with insurance and risk management services. Please visit our website at [GlatfelterPublicPractice.com](http://GlatfelterPublicPractice.com) to learn more about the services we offer or give us a call at 888.855.4782 to have a discussion.



Mark McCrary, ARM-P, AIC  
President

---

THE PUBLIC ENTITY  
INSURANCE SPECIALIST



## GLATFELTER PUBLIC PRACTICE

Glatfelter Public Practice, a division of Glatfelter Insurance Group, is the nation's premier public entity program manager for the following classes: educational institutions, municipalities and water/sewer entities. Glatfelter Public Practice also writes private/charter schools and independent school bus contractors. We are recognized as the industry leader in our target markets. Glatfelter Public Practice's mission statement is simple: we strive to provide our customers with innovative and stable products, prompt and considerate claims handling, attentive and personal service, pricing equity, and carrier security. Our commitment to customer service is evidenced by our high retention ratio and portfolio growth. Glatfelter Public Practice's services include program underwriting, policy administration, product and program management, loss control, claims administration, licensing, compliance, and actuarial services. We distribute our products through a national network of independent brokers and believe our partnership is responsible for the distinct competitive advantage we enjoy in our target market.

Glatfelter Public Practice offers a broad portfolio of coverages including:

- Property (including Equipment Breakdown)
- Crime
- Inland Marine
- Auto
- General Liability
- Law Enforcement Activity Liability
- Public Officials & Management Liability (including Employment Practices Liability)
- Educators Legal Liability (including Employment Practices Liability)
- Cyber Liability & Privacy Crisis Management Expense
- Excess Liability

Workers' Compensation is also available in select programs.

Please contact your insurance representative if you are interested in modifying your proposal to include one or more of these available coverages.

Agency License OB17046

## YOUR INSURANCE PROPOSAL

This proposal is prepared from information supplied to Glatfelter Public Practice on the application submitted by your insurance representative.

The lines of business shown in this proposal are offered as a complete portfolio. Purchase of individual lines of business requires underwriting approval. This proposal may or may not contain all terms requested on the application. Proposed coverages are provided by the Glatfelter Public Practice insurance policy forms and are subject to the terms, exclusions, conditions and limitations of those policy forms. Actual policies should be reviewed for specific details. Your insurance representative can provide specimen policies upon request.

Your exposure to loss changes over time. Keep your insurance representative informed of any changes, so your coverage can be updated. We strongly recommend frequent reviews of your operations and Glatfelter Public Practice coverage with your insurance representative.

The proposed admitted Property and Casualty coverage is underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. (A.M. Best #19445). National Union Fire Insurance Company of Pittsburgh, Pa. (NUFIC) is rated A (Excellent) in Financial Size Category XV by A.M. Best Company. For certain lines of insurance, the proposed Property and Casualty coverage may be offered by a surplus lines insurer, such as Lexington Insurance Company, if coverage by NUFIC is unavailable.

**Glatfelter Claims Management provides the claims management services for Glatfelter Public Practice insureds exclusively.**

© 2021 Glatfelter Underwriting Services, Inc. | All rights reserved.

The Glatfelter Public Practice Program is administered by Glatfelter Underwriting Services, Inc. a/k/a Glatfelter Insurance Services in CA, MN, NV and UT and Glatfelter Brokerage Services in NY. CA Insurance Producer License #0B17046. Glatfelter Underwriting Services, Inc., an American International Group, Inc. (AIG) company, is a premier manager and specialist of specialty commercial insurance markets in the U.S. This proposal provides a brief description of proposed insurance coverages for your consideration. It is not a contract of insurance. Refer to the actual insurance policy for a description of coverage, exclusions and conditions. Specimen policies are available for your review. All products and services are written or provided by subsidiaries or affiliates of AIG. Products or services may not be available in all countries, and coverage is subject to actual policy language. Certain property-casualty coverages may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.





**PROPOSAL**  
**GENERAL INFORMATION**

**First Named Insured:** CITY OF THE VILLAGE OF CLARKSTON

**Mailing Address:** 375 DEPT ROAD  
CLARKSTON, MI 48346



## PROPERTY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following four sections:

- **Coverage A. Real Property** protects you for direct physical loss or damage to your buildings and structures at a premises shown on the schedule in this document caused by or resulting from a covered cause of loss. Pays up to the limit shown on the schedule in this document in any one occurrence. Real Property includes foundations of buildings, structures, machinery or boilers.
- **Coverage B. Personal Property** protects you for direct physical loss or damage to your contents at a premises shown on the schedule in this document caused by or resulting from a covered cause of loss. Pays up to the limit shown on the schedule in this document in any one occurrence.
- **Coverage C. Loss of Income** protects your loss of income if your operations are interrupted because of a covered loss to your buildings or contents. Covers the loss of income you sustain during the period of restoration. Pays up to the limit shown on the schedule in this document in any one occurrence.
- **Coverage D. Extra Expense** protects you from extra expense you incur if your operations are interrupted because of a covered loss to your buildings or contents, provided the extra expense is necessary to minimize your down-time and continue operations. Covers the extra expense (over and above normal operating expenses) incurred during the period of restoration. Pays up to the limit shown on the schedule in this document in any one occurrence.

Glatfelter Public Practice insures property against *any* cause of direct physical loss or damage unless the cause of loss is specifically excluded. Notable exclusions to coverage include, but are not limited to, war, nuclear activity, earthquake or flood, and asbestos. Please refer to the actual Property Coverage Part for a complete description of coverage, exclusions, and conditions.

Earthquake Coverage or Flood Coverage is optional for eligible locations if not identified below.

A deductible applies to all property coverage unless otherwise noted in the proposal.

### Valuation

Glatfelter Public Practice insures property on a **Replacement Cost (RC)** basis unless indicated otherwise. If indicated on the Schedule of Property Limits, property coverage on designated premises may be provided on an **Actual Cash Value (ACV)** or **Functional Replacement Cost (FRC)** basis. Descriptions are:

- **Replacement Cost** pays to replace your property, without deduction for depreciation, but is subject to the limit on the policy.
- **Actual Cash Value** pays the cost to replace your property, subject to depreciation and subject to the limit on the policy.
- **Functional Replacement Cost** pays to replace your property with similar property intended to perform the same function, when replacement with identical property is impossible or unnecessary; it's subject to the limit you select.

## Property

Policy Deductible: \$500

Equipment Breakdown Deductible:

If no deductible is shown above or otherwise described in the Proposal notes, the Policy Deductible applies.

### Property Premises Summary

Premises	Address	City	State	Zip
1	375 DEPT RD	CLARKSTON	MI	48346
2	MAIN STEET & WASHINGTON	CLARKSTON	MI	48346

### Schedule of Property Coverage – Policy Blanket Limits

The following Blanket Limit Schedule for Coverage A – Real Property and Coverage B – Personal Property applies to all items of Real Property and Personal Property except for the property listed in the Schedule of Property Coverage – Individual Limits.

Premises	Blanket Limit of Insurance	Valuation	Coinsurance	Inflation Guard
All	\$664,682	RC	N/A	4%

### Schedule of Property Coverage – Individual Limits

Premises/ Item	Description/ Occupancy	Real Property			Personal Property				
		Limit	Valu- ation	Coin- surance	Inflation Guard	Limit	Valu- ation	Coin- surance	Inflation Guard
1 / 2	DPW OFFICE & GARAGE CONTENTS	Not Covered							Incl. in Blanket

### Coverages C and D: Schedule of Limits

Coverage C – Loss of Income	Loss sustained for up to:	\$250,000 per occurrence
Coverage D – Extra Expense	Loss sustained for up to:	\$250,000 per occurrence

### Property Coverage Extensions Limits

Extension	Limit of Insurance	
Accounts Receivable:	\$250,000	
Fine Arts (without certified appraisal):	\$25,000	(subject to \$1,500 per item)
Fine Arts (with certified appraisal):	\$50,000	
In Transit or Off Premises:	\$100,000	
Outdoor Property:	\$600,000	
Software:	\$500,000	
Trees, Shrubs, Plants and Lawns:	\$25,000	
Valuable Papers and Records:	\$250,000	



## PROPERTY – COVERAGE HIGHLIGHTS

*The following apply unless noted otherwise in this proposal:*

<b>Accounts Receivable</b>	<p>Pays the costs you incur in restoring your accounts receivable records following a covered loss.</p> <p>Also pays amounts you are unable to collect if your accounts receivable records cannot be restored.</p> <p>Applies on-premises or away from premises.</p> <p>Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.</p> <p>Coverage deductible applies subject to maximum \$500.</p>																		
<b>Commandeered Property</b>	<p>Pays at your request for direct physical loss or damage to commandeered property caused by or resulting from any covered cause of loss.</p> <p>Coverage applies only for the time you officially use the commandeered property to manage an emergency situation and the time to return the property.</p> <p>Pays the "replacement cost" of the commandeered property and loss of use.</p>																		
<b>Debris Removal</b>	<p>Covers up to 25% of the amount paid for direct physical loss to covered property if the expense is incurred as a result of a covered cause of loss.</p> <p>Pays up to an additional \$100,000 if the debris removal expense exceeds the 25% provided above.</p> <p>Pays up to \$5,000 of the limit available for debris removal of trees that are damaged by a covered cause of loss, provided that the trees have damaged your covered real or personal property or prevent access to your premises.</p>																		
<b>Deductible Waiver</b>	<p>If a Property claim occurs in conjunction with a claim under a Glatfelter Public Practice Auto Physical Damage or Inland Marine coverage, only one deductible, the largest, will apply to all losses.</p>																		
<b>Equipment Breakdown</b>	<p>Extends property coverage to include the mechanical breakdown of equipment or the explosion of pressure vessels at a covered premises. Covered equipment includes such items as covered real property or personal property that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or during normal usage, operates under vacuum or pressure, other than the weight of its contents. Coverage is extended to include electronic circuitry impairment, green enhancements and cloud computing. Please refer to the actual Property Coverage Part for equipment not covered.</p> <p>Covers loss of income or extra expense you may suffer if utilities are interrupted as a result of an accident to covered equipment owned by a landlord or utility company.</p> <p>Subject to applicable Property limits and sub-limits as noted here:</p> <table border="0"> <tr> <td>- Loss of Income:</td> <td>Refer to the property schedule in this proposal</td> </tr> <tr> <td>- Extra Expense:</td> <td>Refer to the property schedule in this proposal</td> </tr> <tr> <td>- Expediting Expenses:</td> <td>\$100,000</td> </tr> <tr> <td>- Hazardous Substances:</td> <td>\$250,000</td> </tr> <tr> <td>- Spoilage:</td> <td>\$100,000</td> </tr> <tr> <td>- Data Restoration:</td> <td>\$500,000</td> </tr> <tr> <td>- Green Coverage:</td> <td>\$100,000</td> </tr> <tr> <td>- Off-Premises Equipment Breakdown:</td> <td>\$25,000</td> </tr> <tr> <td>- Public Relations:</td> <td>\$5,000</td> </tr> </table>	- Loss of Income:	Refer to the property schedule in this proposal	- Extra Expense:	Refer to the property schedule in this proposal	- Expediting Expenses:	\$100,000	- Hazardous Substances:	\$250,000	- Spoilage:	\$100,000	- Data Restoration:	\$500,000	- Green Coverage:	\$100,000	- Off-Premises Equipment Breakdown:	\$25,000	- Public Relations:	\$5,000
- Loss of Income:	Refer to the property schedule in this proposal																		
- Extra Expense:	Refer to the property schedule in this proposal																		
- Expediting Expenses:	\$100,000																		
- Hazardous Substances:	\$250,000																		
- Spoilage:	\$100,000																		
- Data Restoration:	\$500,000																		
- Green Coverage:	\$100,000																		
- Off-Premises Equipment Breakdown:	\$25,000																		
- Public Relations:	\$5,000																		

**PROPERTY – COVERAGE HIGHLIGHTS – continued**

<b>Fine Arts</b>	<p>Pays the fair market value to restore fine arts to its pre-loss condition or replace the item with an identical object.</p> <p>Pays up to \$25,000 in any one occurrence (subject to \$1,500 per Item) without a certified appraisal.</p> <p>Pays up to the limit shown in the above schedule in any one occurrence with a certified appraisal.</p>
<b>Fire Department Charge</b>	<p>Pays the fire department charges assumed by contract prior to a covered loss; or when required by local ordinance.</p> <p>Charges are payable only when a fire department is called to save or protect real property or personal property at a premises described in the Declarations.</p> <p>No deductible.</p> <p>Pays up to \$25,000 in any one occurrence.</p>
<b>Fire Extinguishing Recharge Costs</b>	<p>Will pay the cost to recharge fire extinguishing equipment at your premises regardless of whether the discharge was accidental or was the result of a covered cause of loss.</p> <p>No deductible.</p>
<b>Limited Fungus, Wet Rot, Dry Rot and Bacteria</b>	<p>Protects against loss by fungus, wet rot, dry rot or bacteria arising out of occurrences of windstorm, hail, explosion, civil commotion, vehicles, aircraft, smoke, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, falling objects, the weight of ice / snow / sleet, or water damage (and flood if optional flood coverage is purchased).</p> <p>Pays up to \$25,000 total for all occurrences. Will not pay more than \$25,000 even if it continues to be present or active, or recurs, in a later policy period.</p>
<b>Newly Acquired Property</b>	<p>Covers newly acquired buildings, buildings under construction, construction materials and supplies and contents at newly acquired locations.</p> <p>Up to 90 days or the end of the policy period.</p> <p>Limits are \$1,000,000 for buildings and \$500,000 for contents.</p>
<b>Ordinance Coverage</b>	<p>Applies to buildings on a replacement cost basis when damaged by a covered loss. Coverage applies to any undamaged portion of your building caused by any law or ordinance that:</p> <ul style="list-style-type: none"> <li>- Requires demolition of parts of your building not damaged</li> <li>- Regulates the construction or repair of buildings or establishes zoning or land use requirements, and</li> <li>- Is in force at the time of loss</li> </ul> <p>Includes the cost to demolish and clear the site of the undamaged part of the property and the increased cost to repair, rebuild or construct the affected building.</p> <p>The total paid for the undamaged portion is included within the building limit and does not increase that limit. The most we will pay for the cost to demolish the undamaged part of the property or the increased cost to repair or rebuild shall not exceed 100% of the amount paid for the initial physical loss or damage or \$1,000,000, whichever is greater.</p>



**PROPERTY – COVERAGE HIGHLIGHTS – continued**

<b>Outdoor Property</b>	<p>Covers fixed or permanent structures such as exterior signs, antennas, fences, benches, playground equipment, hydrants, dumpsters, electric utility power transmission and distribution lines, poles and related equipment owned by the insured not at scheduled premises, if you have building coverage with Glatfelter Public Practice.</p> <p>Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.</p>
<b>Personal Effects</b>	<p>Will pay the replacement cost for direct physical loss to property on your premises that belongs to you, your officers, managers, elected or appointed officials, employees, or volunteer workers.</p> <p>Pays up to \$25,000 in any one occurrence.</p>
<b>Pollution Remediation Expenses</b>	<p>Applies on-premises only.</p> <p>You have up to 180 days after the date of loss to notify us.</p> <p>Pays up to \$25,000 in any policy period resulting from a covered cause of loss.</p> <p>Pays up to \$100,000 in any policy period resulting from a specified cause of loss.</p> <p>No coverage for fungus, wet rot, dry rot, virus, bacteria or asbestos.</p>
<b>Preservation of Property</b>	<p>Pays for <u>any</u> direct physical loss or damage to real or personal property if it is necessary to move the property from a premises for the purpose of preserving it from direct physical loss or damage by a covered cause of loss.</p> <p>Coverage applies while it is being moved or while temporarily stored at another location.</p> <p>Loss or damage must occur within 90 days after the property is first moved.</p>
<b>Real or Personal Property in Transit or Off Premises</b>	<p>Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.</p> <p>Coverage applies to covered real or personal property while in transit or temporarily off premises. Computer hardware is covered while off premises.</p>
<b>Software</b>	<p>Coverage for the cost of restoring, researching, replacing, or reproducing electronic data or the media on which it is stored and any resulting loss of income and extra expense.</p> <p>Covered causes of loss include computer virus and intentional destruction by employee.</p> <p>Applies on-premises or away from premises.</p> <p>Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.</p>
<b>Trees, Shrubs, Plants &amp; Lawns</b>	<p>Covers against loss by fire, lightning, explosion, civil commotion, aircraft, vehicles and vandalism up to \$25,000 any one occurrence subject to a \$1,000 maximum for any single tree, plant or shrub.</p>
<b>Valuable Papers &amp; Records</b>	<p>Coverage for the cost of restoring, researching, replacing, or reproducing your documents following a covered loss.</p> <p>Applies on-premises or away from premises.</p> <p>Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.</p> <p>Coverage deductible applies subject to a maximum of \$500.</p>



**PROPERTY – COVERAGE HIGHLIGHTS – continued**

<b>Arson, Theft or Vandalism Information Reward</b>	<p>We will reimburse you for the payment of rewards that you actually incur which provide information related to arson fire, theft or vandalism, subject to certain conditions.</p> <p>Pays up to \$25,000 per loss.</p> <p>No deductible applies.</p>
<b>Lock Replacement</b>	<p>Covers the necessary expense you incur to replace locks, lock cylinders and keys, electronic or otherwise, after a covered theft of your covered property.</p> <p>Pays up to \$25,000 per occurrence.</p> <p>No deductible.</p>
<b>Spoilage due to Off Premises Electrical Service Interruption</b>	<p>Covers damage and expense that are the result of an interruption of electrical power service to your premises. The interruption must result from direct physical loss or damage by a covered cause of loss to the off premises power supply equipment.</p> <p>Coverage applies to:</p> <ul style="list-style-type: none"> <li>- Physical damage to perishable goods due to spoilage;</li> <li>- Physical damage to perishable goods due to contamination from the release of refrigerant, including but not limited to ammonia;</li> <li>- Any necessary expenses you incur to reduce the amount of loss and does not exceed the amount of loss.</li> </ul> <p>Pays up to \$50,000 in any one occurrence.</p>
<b>Water Contamination Notification Expense Coverage</b>	<p>Pays all necessary printing, mailing and other expenses you incur when you are required by law or regulatory authority to notify your customers of actual or possible water contamination.</p> <p>Pays up to \$25,000 in any one policy period.</p> <p>No deductible.</p>
<b>Claim Expense</b>	<p>Covers the cost of your employees taking inventories and preparing statements of loss.</p> <p>Pays up to \$20,000 in any one occurrence.</p> <p>Coverage is not extended for any expenses billed by an independent or public adjuster to prepare claims.</p>
<b>Building Glass – Tenant</b>	<p>Covers loss or damage to building glass if you are a tenant and have a contractual responsibility to insure the glass.</p>
<b>Damage to Building from Theft</b>	<p>Covers damage caused by theft or attempted theft to a building that you occupy, but do not own, and for which you have a contractual obligation.</p> <p>Pays up to \$100,000 in any one occurrence.</p>
<b>Non-Owned Detached Trailers</b>	<p>Covers non-owned trailers used in your business in your care, custody or control at the premises, and for which you have a contractual obligation.</p> <p>Pays up to \$50,000 in any one occurrence.</p>
<b>Crisis Incident Response Coverage (Municipalities &amp; Special Districts)</b>	<p>Covers crisis response management expenses and post-crisis counseling services.</p> <p>Pays up to \$25,000 in any one crisis incident.</p> <p>No deductible applies.</p> <p>Coverage only applies to your operations that are not related to educational institutions.</p>

## CRIME

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

Coverage provides reimbursement for the loss of your money or other property on a loss sustained basis resulting from dishonest acts of your employees or volunteers. For governmental entities, Glatfelter Public Practice insures these employee theft exposures on the Government Crime form on a Per Employee or Per Loss basis. A Faithful Performance of Duty coverage extension is included if statutorily required. On the Commercial Crime form for non-governmental entities, Glatfelter Public Practice insures Employee Theft on a Per Loss basis. Other Crime coverages include Forgery or Alteration, Money & Securities, Computer and Funds Transfer Fraud, Money Orders and Counterfeit Paper Currency, and Fraudulent Impersonation.

Coverage does not apply to any public officials or employees whose positions require separate bonds such as a tax collector or treasurer. Those obligations are typically addressed by a surety bond and Glatfelter Public Practice coverage cannot be used to fulfill those requirements.

### Government Crime

<u>Insuring Agreement</u>	<u>Limits of Insurance</u>	<u>Deductible Amount</u>
Employee Theft <i>Includes Faithful Performance</i>	\$100,000 per Loss	\$1,000 per Loss
Forgery or Alteration	\$100,000 per Occurrence	\$1,000 per Occurrence
Inside the Premises – Theft of Money & Securities	\$100,000 per Occurrence	\$1,000 per Occurrence
Inside the Premises – Robbery/Safe Burglary	\$100,000 per Occurrence	\$1,000 per Occurrence
Outside the Premises	\$100,000 per Occurrence	\$1,000 per Occurrence
Computer and Funds Transfer Fraud	\$100,000 per Occurrence	\$1,000 per Occurrence
Money Orders	\$100,000 per Occurrence	\$1,000 per Occurrence
Fraudulent Impersonation	\$100,000 per Occurrence	\$1,000 per Occurrence

## INLAND MARINE

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following three sections:

- **Coverage A. Blanket Tools and Equipment** protects you for direct physical loss or damage caused by or resulting from any covered cause of loss to your tools and equipment.

Tools and equipment means any portable equipment or tool, together with attached devices, accessories and trailers that are used in your operations. This covers tools or equipment, such as hand tools, power tools, mechanics tools, saws, maintenance or diagnostic equipment, generators, air compressors, materials handling equipment, outdoor portable seating, food service trailers not licensed for road use. It also includes mobile equipment such as bulldozers, backhoes, excavators and graders.

Note: If an item is scheduled under Coverage B. Scheduled Equipment, there is no coverage for such item under Coverage A Blanket Tools and Equipment or Coverage C Blanket Emergency Services Equipment.

A deductible applies to Blanket Tools and Equipment coverage.

- **Coverage B. Scheduled Equipment** protects for direct physical loss or damage caused by or resulting from any covered cause of loss to equipment owned by you that is specifically listed.

A deductible applies to each Scheduled Equipment item. The amount of the deductible(s) is indicated in the Coverage B – Scheduled Equipment section below.

- **Coverage C. Blanket Emergency Services Equipment** protects for direct physical loss or damage caused by or resulting from any covered cause of loss to Blanket Emergency Services Equipment owned by you.

Emergency Services equipment means items such as portable law enforcement, firefighting, ambulance, rescue, and communications equipment, including trailers whose primary purpose is to transport covered Emergency Services equipment. It also includes firearms, radar speed timing units, training videos, manuals, and mannequins.

A deductible applies to Blanket Emergency Services Equipment coverage.

*Inland Marine*

<u>Coverage</u>	<u>Limit</u>	<u>Deductible</u>
Coverage A – Blanket Tools and Equipment:	\$273,340 *	\$250
Coverage B – Scheduled Equipment:	Not Covered	
Coverage C – Blanket Emergency Services Equipment:	Not Covered	

\* subject to a per item limit of \$10,000

*Rented or Borrowed Equipment Extension Limit*

Any one occurrence: \$100,000

*Watercraft Extension Limit*

Any one occurrence: \$25,000



## INLAND MARINE – COVERAGE HIGHLIGHTS

*The following apply unless noted otherwise in this proposal:*

<b>Debris Removal</b>	<p>Pays the expense you incur in removing debris of covered tools and equipment, emergency services equipment, or scheduled equipment after direct physical loss or damage caused by or resulting from any covered cause of loss.</p> <p>Pays up to \$15,000 in any one occurrence.</p>
<b>Tools and Equipment Owned by Your Employees</b>	<p>Pays the replacement cost of tools and equipment used in the course of your operation belonging to your employees or volunteers.</p> <p>No deductible applies.</p> <p>Pays up to \$25,000 in any one occurrence (if no other coverage is available to the owner of the tools and equipment).</p>
<b>Emergency Services and Law Enforcement Personal Effects</b>	<p>Extends Blanket Emergency Services Equipment to pay the cost to replace personal effects belonging to emergency service or law enforcement employees or volunteers while away from your premises and en route to, performing, or returning from an emergency service or law enforcement duty.</p> <p>Pays up to the actual replacement cost, on a primary basis, for the lost or damaged personal effects in any one occurrence.</p> <p>No deductible applies under this extension.</p>
<b>Rented or Borrowed Equipment</b>	<p>Coverage A and C: Extended to pay for Tools and Equipment and Emergency Services Equipment not owned by you, but that is temporarily in your possession; pays up to the lesser of the replacement cost of the item or \$10,000 in any one occurrence.</p> <p>Coverage B Scheduled Equipment: Extended to pay not owned by you, but that is temporarily in your possession; the most paid in any one occurrence is the lesser of the actual cash value of the damaged equipment or \$100,000; higher limits are available.</p> <p>\$1,000 deductible applies.</p> <p>The coverage provided is primary.</p>
<b>Rental Reimbursement for Scheduled Equipment</b>	<p>Coverage B Scheduled Equipment: Extended to reimburse you for the expenses you incur to rent substitute equipment while your scheduled equipment is inoperable due to direct physical loss or damage caused by or resulting from a covered cause of loss.</p> <p>A 72-hour waiting period applies.</p>



INLAND MARINE – COVERAGE HIGHLIGHTS – continued

<b>Unmanned Aircraft (Drones)</b>	<p>Pays to repair or replace your lost or damaged unmanned aircraft.</p> <p>Coverage does not apply when the unmanned aircraft is:</p> <ul style="list-style-type: none"> <li>- rented, leased or loaned to others without an operator who is your employee or volunteer</li> <li>- used in any professional or organized racing, demolition or stunting activity. This includes practicing for such activity.</li> </ul> <p>\$500 deductible applies.</p> <p>Pays up to \$25,000 in any one occurrence.</p>
<b>Fire Department Charge</b>	<p>Pays the fire department charges as a result of direct physical damage to your tools and equipment, scheduled equipment, or emergency service equipment due to a covered cause of loss.</p> <p>No deductible.</p> <p>Pays up to \$1,000 in any one occurrence.</p>
<b>Fire Extinguishing Recharge Costs</b>	<p>Will pay the cost to recharge fire extinguishing equipment at your premises regardless of whether the discharge was accidental or was the result of a covered cause of loss.</p> <p>No deductible.</p>
<b>Newly Acquired Scheduled Equipment</b>	<p>Covers newly acquired Scheduled Equipment or similar to that listed in the respective schedules, for a period of 30 days from date of acquisition.</p> <p>\$1,000 deductible applies.</p> <p>Pays replacement cost not to exceed purchase price.</p>
<b>Deductible Waiver</b>	<p>If an Inland Marine claim involving Coverage A and/or Coverage C occurs in conjunction with a claim under a Glatfelter Public Practice Auto Physical Damage or Property coverage, only one deductible, the largest, will apply to all losses.</p>

## AUTO

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

<u>Coverage</u>	<u>Symbols</u>	<u>Limits</u>
Combined Single Limit for Bodily Injury & Property Damage (each Accident):	1	\$1,000,000
"No Fault" or Statutory Personal Injury Protection:	5	Included
Medical Payments:		Not Included
Uninsured Motorists:	2	\$1,000,000
Underinsured Motorists:	2	\$1,000,000
Physical Damage Comprehensive:	7,8	see schedule below
Physical Damage Collision:	7,8	see schedule below

### Schedule of Vehicles

<u>Vehicle</u>				<u>ACV</u>	<u>RC</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
<u>No.</u>	<u>Year</u>	<u>Make &amp; Model</u>	<u>VIN</u>					
1	2015	FORD DUMP TRUCK	1FDUF5HT8FEA35291	X			\$500	\$500
2	2015	INTERNATIONAL 7400 DUMP TRUCK	1HTWCAAR3FH559396	X			\$500	\$500
		HIRED CAR PHYSICAL DAMAGE		X			\$100	\$500

## AUTO – COVERAGE HIGHLIGHTS

*The following apply unless noted otherwise in this proposal:*

<b>Liability on "Any Auto" basis</b>	Covers your liability for owned, hired or non-owned autos.
<b>Temporary Substitute Vehicle Liability</b>	Coverage is provided when a replacement vehicle is loaned to you while a covered vehicle is temporarily out of service.  Coverage is on a primary basis.
<b>Uninsured Motorist/ Underinsured Motorist</b>	Covers bodily injury (and property damage where required by law) sustained by an eligible party caused by a negligent uninsured/underinsured motorist per state laws.
<b>Hired Car Physical Damage</b>	Coverage for hired, borrowed or commandeered vehicles on an actual cash value basis.  Coverage is primary.
<b>Deductible Waiver</b>	If an Auto Physical Damage claim occurs in conjunction with a claim under a Glatfelter Public Practice Inland Marine or Property coverage, only one deductible, the largest, will apply to all losses.
<b>Airbag Coverage</b>	Covers loss caused by accidental discharge of an airbag.
<b>Elected or Appointed Officials – Commissions as Insureds</b>	Covers your elected or appointed officials while using a covered auto you do not own, hire or borrow, while performing duties related to the conduct of your business.  Covers commissions, authorities, boards or agencies, their commissioners, officers and members while using a covered auto you do not own, hire or borrow, but only while acting within the authority granted by you and only performing duties related to the conduct of your business.
<b>Knowledge of Accident</b>	Failure of any agent, volunteer worker or employee of the insured, other than an employee authorized by you to give or receive notice of an accident, claim, suit or loss, to notify us of any accident, shall not invalidate insurance afforded by the policy.

## GENERAL LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following three sections:

- **Coverage A. Bodily Injury and Property Damage Liability** protects you when claims are made against you because of injury to others or damage to their property, unless caused by an auto.
- **Coverage B. Personal and Advertising Injury Liability** protects you when claims are made against you because of injury to others arising from offenses such as slander or violation of a person's privacy.
- **Coverage C. Medical Expense** pays medical expenses requested by you in writing for bodily injury caused by an accident on your premises or because of your operation. These expenses are payable even if the injury occurred through no fault of your own.

<u>Coverage</u>	<u>Limit</u>
Each Occurrence:	\$1,000,000
Damage to Premises Rented to You:	\$1,000,000
Medical Expense:	\$10,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$3,000,000
Products – Completed Operations Aggregate:	\$3,000,000
Deductible:	\$0



## GENERAL LIABILITY – COVERAGE HIGHLIGHTS

*The following apply unless noted otherwise in this proposal:*

<b>Defense Costs</b>	Payable in addition to the Limits of Insurance.
<b>Bodily Injury</b>	Bodily Injury includes mental anguish, and mental injury, shock, fright or death resulting from bodily injury, sickness or disease.
<b>Contractual Liability</b>	Covers you for the liability you agreed to assume of another party, either orally or in writing, but not for the sole negligence of the other party.  The claim must be otherwise covered (not excluded).
<b>Damage to Property of Persons Receiving Services</b>	Covers you for liability for a personal property loss suffered by a member of the public receiving services from you, provided the loss is caused by theft, physical damage or disappearance.  Subject to a \$100 deductible each occurrence.  Coverage is limited to firefighting, emergency medical services or rescue squad units.
<b>"Good Samaritan" Liability</b>	Covers volunteer members and employees for liability arising from actions on their own to render services at the scene of an emergency requiring immediate action.  Applies to professional health care or any other services.  To qualify as a "Good Samaritan", the individual must act independently of your organization or any other organization.
<b>Damage to Premises Rented to You (including Fire Damage Legal Liability)</b>	Covers you for liability for damages, due to "property damage" caused by "specified perils", to any one premises while rented to you or temporarily occupied by you with permission of the owner.
<b>Unmanned Aircraft (Drones)</b>	Covers you for unmanned aircraft owned, operated, rented or loaned to you.  Unmanned aircraft means an aircraft weighing 15 pounds or less that is not designed, manufactured or modified after manufacture to be controlled directly by a person from within or on the aircraft.  Unmanned aircraft includes equipment used with the unmanned aircraft, provided such equipment is attached to or essential for its operation.
<b>Pollution Liability</b>	Covers you for bodily injury or property damage arising out of a pollution incident resulting from any of the following: <ul style="list-style-type: none"> <li>- heat, smoke or fumes from a hostile fire</li> <li>- escape of fuels or lubricants from mobile equipment</li> <li>- escape or back-up of sewage or wastewater if property damage occurs away from land you own or lease</li> <li>- storage and/or application of pesticides or herbicides</li> </ul>



**GENERAL LIABILITY– COVERAGE HIGHLIGHTS – continued**

- potable water which you supply to others
- chemicals you use in your water or wastewater treatment
- chemicals you use or store in your classrooms and laboratories
- chemicals you apply, use or store for your ownership, maintenance or operation of swimming pools
- application, use or storage of road salt or similar substances designed and used for snow and ice removal from road and similar surfaces
- natural gas or propane gas used in your treatment process

*All pollution incidents must be accidental, unintended and stopped as soon as possible.*

**Watercraft Liability** Covers you for bodily injury or property damage arising from your use of the following:

- non-owned boats (unless carrying persons or property for a charge)
- owned boats that are not powered by motors
- owned boats that are powered by motors of not more than 100 horsepower, and jet skis and wave runners regardless of horsepower

**Failure to Supply Water** Coverage is included for failure to supply water and is not subject to the ISO sudden and accidental restriction.

**Public Use of Property** No coverage is provided for claims arising out of the principles of eminent domain, including condemnation, adverse possession, and dedication by adverse use, or inverse condemnation.

## PUBLIC OFFICIALS AND MANAGEMENT LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following sections:

- **Coverage A. Liability for Monetary Damages** protects you when claims are made against you for monetary damages arising out of a wrongful act, employment practices offense or employee benefits administration offense resulting from your operations. Coverage does not apply to bodily injury, property damage or personal and advertising injury, except when resulting from a covered employment practices offense.
- **Coverage B. Defense Expense for Injunctive or Declaratory Relief** reimburses reasonable defense expenses you incur to defend an injunctive or declaratory relief action arising out of a wrongful act, employment practices offense or employee benefit administration offense resulting from your operations.

**Policy Type:** Occurrence

<u>Coverage</u>	<u>Limit</u>	
Coverage A: <i>Coverage A includes Employee Benefits Liability</i>	\$1,000,000	Each Wrongful Act or Offense
Coverage B:	\$5,000	Each Action
Aggregate Limit:	\$3,000,000	Coverage A and B Combined
Coverage A Deductible:	\$0	

## PUBLIC OFFICIALS AND MANAGEMENT LIABILITY – COVERAGE HIGHLIGHTS

*The following apply unless noted otherwise in this proposal:*

<b>Defense Expense</b>	The cost to defend you against covered claims is the responsibility of the company and will not erode your liability limits.
<b>Wrongful Acts</b>	Coverage applies to any actual or alleged error, act, omission, neglect, misfeasance, nonfeasance, or breach of duty, including violation of any civil rights law, that results unexpectedly and unintentionally to others.
<b>Employment Practices</b>	Coverage applies to an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective or former employee or volunteer worker.  Includes violations of civil rights, wrongful termination, failure to hire and harassment, including sexual harassment. Harassment toward or from a third-party involving an employee or volunteer is included.
<b>Employee Benefits Liability</b>	Coverage applies to acts, errors or omissions in counseling, interpreting, handling records, or effecting enrollments in your employee benefit plans.
<b>Public Use of Property</b>	No coverage is provided for claims arising out of the principles of eminent domain, including condemnation, adverse possession, dedication by adverse use, or inverse condemnation.

See Proposal Note on Page 29 under Public Officials Management Liability.

## Cyber Liability and Privacy Crisis Management Expense

- **Coverage D. Cyber Liability** protects you when claims are made against you for monetary damages arising out of an electronic information security event.
- **Coverage E. Privacy Crisis Management Expense** reimburses for expenses you incur as a result of a privacy crisis management event first discovered during the policy period. This first party coverage is intended to provide professional expertise in the identification and mitigation of a privacy breach while satisfying all Federal and State statutory requirements.
- **Coverage F. Cyber Extortion Expense** reimburses for expenses you incur as a result of a cyber extortion threat first made against you during the policy period.

### Coverage D – Cyber Liability

Each Event Limit:	\$1,000,000	Each Electronic Information Security Event
Retroactive Date:	09/01/2017	

### Coverage E – Privacy Crisis Management Expense

Each Event Limit:	\$250,000	Each Privacy Event
Retroactive Date:	09/01/2017	
Deductible:	\$0	Each Privacy Event

### Coverage F – Cyber Extortion Expense

Each Event Limit:	\$20,000	Each Cyber Extortion Threat
Deductible:	\$0	Each Cyber Extortion Threat

### Coverage E – Privacy Crisis Management Expense and Coverage F – Cyber Extortion Expense

Aggregate Limit:	\$250,000	
------------------	-----------	--



## PUBLIC OFFICIALS AND MANAGEMENT LIABILITY – COVERAGE HIGHLIGHTS

### – Cyber Liability and Privacy Crisis Management

*The following apply unless noted otherwise in this proposal:*

#### **Cyber Liability**

Coverage applies to each electronic information security event which includes:

- Transmission of malware from your computer system to a third party;
- The inability of an authorized user to access your web site or your computer system because of a denial of service attack;
- A personal identity event or corporate privacy event caused by information that is obtained or released directly from your computer system.

As used in this definition, a denial of service attack means an intentional attack directly on your computer system that prevents or slows down access to your web site or your computer network. However, a denial of service attack which affects the internet at large and is not directed at your computer system is not an electronic information security event.

#### **Personal Identity Event or Corporate Privacy Event**

What is a personal identity event or corporate privacy event?

- Unauthorized disclosure of or failure to protect identifiable or confidential corporate information from misappropriation;
- The failure to disclose or warn of an actual or potential disclosure of misappropriation of personally identifiable or confidential corporate information;
- Violation of any federal or state privacy statute pertaining to the disclosure or misappropriation of personally identifiable or confidential corporate information.

#### **Privacy Crisis Management Expense Coverage**

Pays on behalf applicable reasonable and necessary fees because of a privacy event which includes:

- To conduct a computer forensic analysis to determine the cause and extent of the privacy event;
- Provide a crisis management review and advice by an approved independent crisis management or legal firm;
- Notification to affected parties for printing, advertising, mailing of materials or other costs;
- Travel expenses by directors and employees to mitigate damages;
- Call center services for credit monitoring as well as identity theft education and assistance for affected individuals.

Privacy crisis management expenses shall not include:

- Compensation, fees, benefits or overhead of any insured or "employee" of any insured;
- Costs or expenses that would have been incurred in the absence of the "privacy event";
- Costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any "computer system", procedures, services or property as a result of a "privacy event".



**PUBLIC OFFICIALS AND MANAGEMENT LIABILITY – COVERAGE HIGHLIGHTS**  
– *Cyber Liability and Privacy Crisis Management* – continued

**Privacy Event**

What is a privacy event?

- Unauthorized disclosure by you of personally identifiable or confidential corporate information or your failure to protect personally identifiable or confidential corporate information from misappropriation;
- Failure to disclose or warn of an actual or potential disclosure or misappropriation of personally identifiable or confidential corporate information;
- Violation of any federal or state privacy statute pertaining to the disclosure or misappropriation of personally identifiable or confidential corporate information.

**Cyber Extortion  
Expense**

Reimburses you for expenses paid in response to a cyber extortion threat.

**Cyber Extortion  
Threat**

What is a cyber extortion threat?

A cyber extortion threat is a demand for monetary payment based on a credible threat directly involving your computer system (not the internet at large) to:

- Launch a denial of service attack;
- Steal, release or publish personally identifiable information or confidential corporate information;
- Alter, damage or destroy electronic data;
- Cause you to transfer, pay or deliver any funds or property without your authorization.

**Coverage Territory**

For cyber liability, privacy crisis management expense and cyber extortion expense coverage, the coverage territory means worldwide, but the event and suit must take place in the U.S., Puerto Rico or Canada.

## EXCESS LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

Excess Liability coverage protects you with the following:

- Excess limits above the limits of your applicable scheduled underlying Auto Liability, General Liability, Law Enforcement Activity Liability, Public Officials and Management Liability and Cyber Liability coverage parts subject to specific exclusions or limitations shown on the Excess Liability coverage.
- Excess coverage will apply when scheduled underlying policies have been exhausted.

**Policy Type:** Follow Form Excess

	<u>Limit of Insurance</u>
Each Occurrence:	\$4,000,000
General Aggregate:	\$4,000,000

## EXCESS LIABILITY – COVERAGE HIGHLIGHTS

*The following apply unless noted otherwise in this proposal:*

<b>Public Officials and Management Liability</b>	Follows form with underlying occurrence or claims-made coverage.
<b>Employer's Liability</b>	Included in excess limits if scheduled as underlying coverage.
<b>Defense Costs</b>	Payable in addition to the Limits of Insurance.
<b>Public Use of Property</b>	No coverage is provided for claims arising out of the principles of eminent domain, including condemnation, adverse possession, dedication by adverse use, or inverse condemnation.
<b>Failure to Supply Water</b>	Coverage is included for failure to supply water and is not subject to the ISO sudden and accidental restriction.
<b>Unmanned Aircraft (Drones)</b>	Coverage is included for unmanned aircraft that is owned, operated, rented or loaned to you.  \$1,000,000 each occurrence/aggregate sublimit applies.

## PROPOSAL NOTES

### Property

**Note:** Losses caused by Earthquake are excluded for all items at all premises.

**Note:** Losses caused by Flood are excluded for all items at all premises.

**Note:** We quoted based on the property values you submitted. You should review them carefully to make sure they're adequate.

### Inland Marine

**Note:** Items appearing on the application's equipment schedule which are under \$10,000 in value have been added to the Blanket Tools and Equipment limit.

### Auto

**Note:** We have included Broadened Collision coverage in the quote.

**Note:** We have included Property Protection Indemnity as required by state law.

### Public Officials Management Liability

**Note:** The Coverage Highlights for Public Use of Property under the Public Officials and Management Liability coverage is amended to include coverage for Inverse Condemnation.

### Excess Liability

**Note:** Coverage is quoted excess of:

- Auto Liability
- General Liability
- Public Officials and Management Liability

### General

**Note:** Please read this proposal carefully. It describes in detail the coverages included in the Glatfelter Public Practice program. In some cases these coverages may be broader, and in others narrower, than those requested in the application specifications.

General continued

**Note:** If coverage is bound, along with a signed and completed order form, we will need the following to issue policies:

1. Signed and dated application
2. Confirm complete auto VINs
3. Year, make and serial # on scheduled equipment
4. Signed statement of property values
5. Insured's FEIN #
6. Confirm number of street and road miles.
7. Confirm 911 address for all locations.

## PREMIUM SUMMARY

*CITY OF THE VILLAGE OF CLARKSTON (MI) C85673*

	<u>Premium</u>
Property .....	\$1,767
Crime .....	\$433
Inland Marine .....	\$1,541
Auto .....	\$3,992
General Liability.....	\$1,875
Law Enforcement Activity Liability.....	Not Quoted
Public Officials and Management Liability.....	\$1,750
Educators Legal Liability.....	Not Quoted
Cyber Liability and Privacy Crisis Management Expense .....	Included
Excess Liability.....	\$2,382
<b>Total Estimated Annual Premium .....</b>	<b>\$13,740</b>
<i>(excludes state-imposed taxes, surcharges and fees)</i>	
<b>Total of all Taxes, Surcharges and Fees.....</b>	<b>\$2.00</b>



# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Resolution - Oakland County Assessing Services Contract

**WHEREAS**, the City of the Village of Clarkston utilizes the Oakland County Equalization Office to perform property assessments, and;

**WHEREAS**, the existing annual agreement with Oakland County expired June 30, 2022 and the County has provided the attached agreement for the period July 1, 2022 through June 30, 2023, and;

**WHEREAS**, City Attorney Tom Ryan has reviewed the agreement and recommended approval (letter attached), which includes a 4% cost increase, and;

**NOW, THEREFORE, BE IT RESOLVED** that the City of the Village of Clarkston hereby authorizes *Mayor Eric Haven to sign and execute the agreement as submitted.*

Avery	Casey	Fuller	Haven	Luginski	Rodgers	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

July 25, 2022

\_\_\_\_\_  
Date

May 18, 2022

Jennifer Speagle, City Clerk  
City of the Village of Clarkston  
375 Depot Rd.  
Clarkston, MI 48346

RE: Renewal of Contract for Assessing Services with the City of the Village of Clarkston

Dear Jennifer Speagle:

The existing assessing contract between Oakland County Equalization and the City of the Village of Clarkston will expire on June 30, 2022. In anticipation of a renewal of the contract, we have prepared four copies for your review and consideration by your City Officials.

In preparing the renewal document, our office has reproduced the provisions of the existing contract except for the following provision: the cost per parcel has been adjusted by a 4% increase; as referenced in the letter dated April 14, 2022, from Deputy County Executive Sean Carlson. In summary, the cost per parcel to the city will be as follows:

Contract Years	Real Property Rate	Personal Property Rate
2022-2023	\$15.43	\$13.72

These rates will be effective for the period July 1, 2022, to June 30, 2023. When the attached renewal contract is approved by your Governing Body and the authorized officials have affixed their signatures, kindly return four (4) copies to Oakland County Equalization Division.

Should you have any questions or concerns, please do not hesitate to reach out. You can contact Kimberly Hampton at 248-858-2039 or me at 248-221-0652.

Sincerely,



Kyle I. Jen  
Director of Management and Budget  
Oakland County

KIJ/kdh  
Enclosures

**CONTRACT FOR OAKLAND COUNTY  
EQUALIZATION DIVISION ASSISTANCE SERVICES  
WITH THE CITY OF CLARKSTON  
(Real and Personal Property Services)**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES WITH THE CITY OF CLARKSTON (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and the CITY OF CLARKSTON, a Michigan Constitutional and Municipal Corporation whose address is 375 Depot Road, Clarkston, Michigan 48346 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

**INTRODUCTORY STATEMENTS**

- A. The Municipality, pursuant to State law, including, but not limited to, the Michigan General Property Tax Act (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
- B. The Parties recognize and agree that absent an agreement such as this, or pursuant to an order of the State Tax Commission mandating the County to perform all or some of the property tax appraisal and tax assessment responsibilities for real and/or personal property located within the Municipality's geographic boundaries (MCL 211.10(f)), the County, has no obligation to provide these Services to or for the Municipality.
- C. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain legally mandated property appraisal and assessment responsibilities.
- D. The Municipality has requested the County's Equalization Division assistance in performing the "Equalization Division Assistance Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
- E. The County has determined that it has sufficient "Equalization Division Personnel," as defined herein, possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Equalization Division Assistance Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality agree as follows:

- §1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", and "Party" and "Parties"), the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or



plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1. "County Agent" or "County Agents" means all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 1.2. "Equalization Division Personnel" means a specific subset of and included as part of the larger group of County Agents as defined above and shall be further defined as all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County. For all purposes in this Contract, any reference to County Agents shall also include within that term all Equalization Division Personnel, but any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity, or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.3. "Municipality Agent" or "Municipality Agents" means all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or all persons acting by, through, under, or in concert with any of them, except that no County Agent shall be deemed a Municipality Agent and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.4. "Claim(s)" mean all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts of any kind whatsoever which are imposed on, incurred by, or asserted against a Party, or for which a Party 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 constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of the performance or participation in this Contract.



- 1.5. "Municipality Taxpayer" means all residents, property owners, persons, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.

§2. COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES. The full and complete scope of all County Equalization Division Assistance Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Division Assistance Services" or "Services").

- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. Equalization Division Assistance Services or Services, to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
  - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2022 to June 30, 2023 as required by laws of the State of Michigan. The County shall make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
  - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
- 2.2. PURPOSE OF COUNTY "SERVICES". The purpose of all Equalization Division Assistance Services or Services to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and the Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.
- 2.3. MANNER COUNTY TO PROVIDE SERVICES. All Equalization Division Assistance Services or Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's Equalization Division Personnel.
  - 2.3.1. Equalization Division Personnel, including those certified as Michigan Master Assessing Officers (MMAO), shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.

- 2.3.2. The County shall be solely and exclusively responsible for furnishing all Equalization Division Personnel with job instructions, job descriptions, and job specifications and shall in all circumstances control, supervise, train, or direct all Equalization Division Personnel in the performance of all Services under this Contract.
- 2.3.3. Except as otherwise expressly provided for herein, the County shall remain the sole and exclusive employer of all County Agents and Equalization Division Personnel and that the County shall remain solely and completely liable for all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 2.3.4. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Division Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent or Equalization Division Personnel and/or the conduct and actions of any County Agent or any Equalization Division Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 2.3.4.1. The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any Equalization Division Personnel and/or pay all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide all such terms and conditions of employment and make all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.
- 2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's



training standards or proficiency(ies), any level or amount of required supervision, all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.

- 2.3.5. Except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
  - 2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, neither the County, nor any County Agent, nor any Equalization Division Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.
  - 2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.
- 2.4. LIMITS AND EXCLUSIONS ON COUNTY "SERVICES". Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other services or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.
- 2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.
  - 2.4.2. Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to

defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

§3. TERM OF CONTRACT. The Parties the term of this Contract shall begin on July 1, 2022 and shall end on June 30, 2023, without any further act or notice from either Party being required. All Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

§4. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or Equalization Division Personnel any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. Under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

4.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities, or obligations that the Municipality may incur shall not become a debt, liability, obligation, or Claim(s) against the County.

4.3. The Municipality shall at all times remain responsible for the ultimate completion of all Municipality duties or obligations under all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.

4.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§5. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as otherwise expressly provided herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party.



- 5.1. Notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§6. PAYMENT SCHEDULE. The Municipality shall pay to the County the following: For the contract year 2022-2023 the sum of \$15.43 for each real property description and \$13.72 for each personal property description rendered. Payment for the contract year 2022-2023 is payable on or before July 1, 2023.

If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Division personnel's overtime rate and charged to the Municipality over and above any other fees described in this Contract, with the following exceptions:
  - 6.1.1. One evening meeting as required by law under MCL § 211.30(3).
  - 6.1.2. Dates requiring overtime set by the Municipality Charter.
- 6.2. The Municipality shall be responsible for postage on all personal property statements and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
- 6.3. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 6.4. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the 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 the County under this Contract. 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 the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
  - 6.6. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any Services or performance obligations under this Contract.
- §7. LIABILITY. Each Party shall be responsible for any Claims made against that Party and for the acts of County Agents or Municipality Agents, as applicable. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
- 7.1. This Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any Services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
  - 7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special, or consequential damages, including, but not limited to any replacement costs for Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this



Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

- 7.3. Neither Party has any right pursuant to or under this Contract against the other Party to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the Party based upon any legal theories or alleged rights of any kind, whether known or unknown, for any alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against a Party and which are alleged to have arisen under or are in any way based or predicated upon this Contract.
  - 7.4. If the Municipality requests and the County agrees, the County may prepare the actual tax statement for mailing by the Municipality to Municipality residents. In preparing any such tax statement the County shall rely upon certain data provided by the Municipality beyond the data gathered by the County under this Contract, including, but not limited to, the applicable millage rate. Under no circumstances shall the County be held liable to the Municipality or any third party based upon any error in any tax statement due to information supplied by the Municipality to the County for such purposes.
- §8. MUNICIPALITY AGENTS AND COOPERATION WITH THE COUNTY. The Municipality shall be solely responsible for guaranteeing that all Municipality Agents fully cooperate with Equalization Division Personnel in the performance of all Services under this Contract. The County shall be solely responsible for guaranteeing that all Equalization Division personnel fully cooperate with Municipality agents in the performance of all Services under this Contract.
- 8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
  - 8.2. The Municipality shall be solely liable for all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or

other employment-related or based rights, including, but not limited to, those described in this section.

- 8.3. No Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.
  - 8.4. The Municipality shall provide the County with information regarding any activity affecting the tax status of any parcel including but not limited to the following: Downtown Development Authorities, Redevelopment Plans, Tax Increment Financing Authorities. In addition, the Municipality shall notify the County immediately of approval of any application for abatement or tax exemption.
  - 8.5. The Municipality shall inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality shall inform the County Agents regarding any millage increase (new) or renewal.
  - 8.6. The Municipality is responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.
  - 8.7. The Municipality Agents shall perform the following functions:
    - 8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.
    - 8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.
    - 8.7.3. Be responsible for the establishment, accuracy, and compilation of all Special Assessment rolls in the Municipality.
    - 8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.
    - 8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.
  - 8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and it shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the County Agents performing said tasks.
- §9. INDEPENDENT CONTRACTOR. The County's and/or County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. 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 Contract.
- §10. COUNTY PRIORITIZATION OF COUNTY RESOURCES. This Contract does not, and is not intended to, create either any absolute right in favor of the Municipality or any correspondent absolute duty or obligation upon the County, to guarantee that any specific



number(s) or classification of County Agents will be present on any given day to provide Services to the Municipality.

- §11. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.
- 11.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 11.2. All Municipality obligations, including, but not limited to, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.
- §12. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT. This Contract, and/or any amendments thereto, shall be approved by resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality. The approval and terms of this Contract, and/or any amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the County Clerk, the Clerk for the Municipality, and the Secretary of State.
- §13. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties, this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §14. CONSTRUED AS A WHOLE. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.
- §15. CAPTIONS. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §16. NOTICES. Except as otherwise expressly provided for herein, all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that

signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.

- §17. WAIVER OF BREACH. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §18. ENTIRE CONTRACT. This Contract sets forth the entire agreement between the County and the Municipality and supersedes all prior agreements or understandings between them in any way related to the subject matter hereof. All terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

The undersigned execute this Contract on behalf of the Parties and by doing so legally obligate and bind the Parties to this Contract.

IN WITNESS WHEREOF, Eric Haven, Mayor, of the City of Clarkston acknowledges that he has been authorized by a resolution of the Governing Body of the City of Clarkston to execute this Contract and accepts and binds the City of Clarkston to this Contract.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Eric Haven, Mayor  
City of Clarkston

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jennifer Speagle, Clerk  
City of Clarkston

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Contract and accepts and binds Oakland County to this Contract.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
David T. Woodward, Chairperson  
Oakland County Board of Commissioners

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_

(Print Name) \_\_\_\_\_ DATE: \_\_\_\_\_  
County of Oakland

**Law Office of Thomas J. Ryan, P.C.**  
2055 Orchard Lake Road, Sylvan Lake, MI 48320  
(248)334-9938

**To:** Jonathan Smith, City Manager  
**From:** Thomas J. Ryan, City Attorney  
**Date:** July 14, 2022  
**Re:** Renewal of Contract with Oakland County Equalization for Assessing Services

---

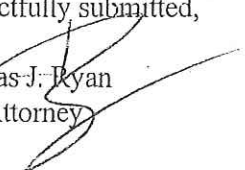
Dear Jonathan:

You provided me with a copy of the new agreement with Oakland County to perform assessing services for the City. As a city we are required to have a city assessor and since our founding the county has provided assessing services to the village, which they do to many of the smaller communities in Oakland County. The contract is basically the same as the current contract we have with Oakland County, but it includes a 4% increase in the cost of the assessing function.

Since we continue to need an assessing entity, it is my opinion as city attorney that the county provides excellent value for this function in protecting our tax base so if it is the pleasure of Council to approve the matter I think that would be a sound decision on behalf of the City. If there are any questions, I would be happy to discuss them with you and Council further.

Respectfully submitted,

Thomas J. Ryan  
City Attorney





# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Motion - Planning Commission, Zoning Board of Appeals, Historic District Commission Appointments / Renewals

### Planning Commission Nominations (Mayor nominates, Council approves):

Bob Sowles to renew through June 2025

### Zoning Board of Appeals Nominations (Council nominates, Council approves):

Anne Clifton to renew through June 2025

Gary Casey to renew through June 2025

### Historic District Commission Nominations (Council nominates, Council approves):

Rob Hauxwell to renew through June 2025

Motioned by \_\_\_\_\_ and Seconded by \_\_\_\_\_ to accept the above listed nominations.

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

Motion is Adopted

Motion is Defeated

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

July 25, 2022

\_\_\_\_\_  
Date