



City of the Village of Clarkston
375 Depot Rd
Clarkston, Michigan 48346
City Council Regular Meeting
10 10 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 topics not on the agenda, 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
Election Update

DTE Tree Work

Fire Hydrant Flushing

Michigan Assessing Audit

Documents:

[DTE TREE WORK 10 10 2022.PDF](#)
[MICHIGAN ASSESSING AUDIT 10 10 2022.PDF](#)
7. City Manager Report

Documents:

[CITY MGR REPORT 10 10 2022.PDF](#)
8. Motion: Acceptance Of The Consent Agenda As Presented
Final Minutes 09 12 2022
Final Minutes 09 19 2022
Draft Minutes 09 26 2022
Draft Minutes 09 28 2022
Treasurer Report 10 10 2022

Documents:

10 10 2022 CONSENT AGENDA.PDF

9. Old Business

9.a. Motion: EV Charging Station Agreement Approval

Documents:

[MOTION ELECTRIC VEHICLE CHARGING STATION AGREEMENT 10 10 2022.PDF](#)

10. New Business

10.a. Motion: PC Recommendation On 5/9 S, Main St.

Documents:

[MOTION ACCEPTANCE OF PC RECOMMENDATION ON 5 AND 9 S MAIN 10 10 2022.PDF](#)

10.b. Motion: Halloween Hours In The Village

Documents:

[MOTION HALLOWEEN HOURS IN THE VILLAGE 10 10 2022.PDF](#)

10.c. Resolution: Convert Depot Rd Parking Lot To Paid Parking

Documents:

[RESOLUTION CONVERT DEPOT RD TO PAID PARKING 10 10 2022.PDF](#)

10.d. Motion: Acceptance Of Jennifer Speagle's Resignation

Documents:

[MOTION ACCEPTANCE OF JENNIFER SPEAGLE RESIGNATION 10 10 2022.PDF](#)

11. Adjourn

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

09/23/2022

TRE**T007*2*P00*****AUTO**SCH 5-DIGIT 48348
 VILLAGE OF CLARKSTON
 375 DEPOT RD
 CLARKSTON MI 48346-1418



Dear Customer:

Trees are a beautiful and vital part of Michigan's landscape. They're also the leading cause of power outages and can pose a serious public safety hazard if they grow too close or into power lines. That's why our tree experts will be visiting 375 DEPOT RD and the surrounding area soon to trim and, if necessary, remove trees growing too close to power lines.

Our tree trimming program follows industry standards and uses trimming methods that promote healthy trees and safe, reliable power. All work will be completed by tree professionals who have been trained on safe, proper and environmentally responsible work practices. Get a full view of DTE's tree trimming program at dteenergy.com/treecare.

In addition to this letter, you should have received an automated phone call informing you of upcoming tree work in your area. This does not guarantee work will be needed on your property. This is a mass notification that goes out to all customers, including those with underground lines on their property. We include customers with underground lines as they may be fed by nearby overhead lines that we will be trimming.

We are committed to working with you throughout this process, and will be here to address any concerns you might have before tree work begins. Here's what you can expect in the upcoming weeks:

- **You may see DTE representatives in your yard or neighborhood identifying trees that need to be trimmed, or potentially removed, due to them growing too close or into the pole to pole power lines. Representatives will be wearing high-visibility vests and carrying DTE ID badges. How soon you will see representatives will depend on where planning begins in the area. Trimming will follow after planning is completed.**
- **Please note: it may be several weeks until planning starts and several more weeks until trimming work begins.**
- **You do not need to be home when representatives arrive in your area. If tree work is needed on your property, the representative will knock on your door. If you are not home, we will leave a "Tree Work Scheduled" door card. If you have questions about the work intended for your property, please call the number on the door card. You will have the opportunity to speak to a representative before tree work begins.**
- **If a tree poses a serious hazard to power lines or if trimming will put the tree's health at risk, we may need to remove it. In this case, representatives will leave behind additional information and make considerable attempts to work directly with the property owner before removing any trees.**
- **Crews adhere to a tree trimming specification to clear around DTE electrical equipment, depending on the species of the tree and voltage of the power lines. We do not trim around telecommunication wires or the wire going from the pole to the house, called the service drop. Trimming around the service drop is the customer's responsibility. As this is an energized line, we highly recommend using a professional tree trimming service to perform any tree work near the service drop.**

We appreciate your support as we work to provide you with the safe, reliable and affordable energy.

Questions?

If you have any tree trimming questions or comments, please call 800.477.4747 to speak with a DTE representative.

Sincerely,

DTE's Tree Trimming Team

P.S. *Thinking about planting a tree?* Support a safe and reliable energy grid by planting powerline-friendly trees. Get free advice on where and what to plant at dteenergy.com/treecare.



Tree Work Scheduled

Date: TBD

DTE customer,

Trees are the leading cause of power outages and can create dangerous safety hazards across the energy grid. To ensure you and your family's safety, we've identified a tree that needs to be trimmed or removed. This will better allow us to deliver safe, reliable energy to you and your neighbors. Here's more info:

Tree Trimming - No action is required on your part. More info is included on the back of this piece.

Tree Removal - Trees recommended for removal are marked with two white dots near their bases. We would like to discuss this work with you before we begin. *Please read and complete the "Tree Removal Agreement" provided.*

Other: _____

Our tree-trimming program is aligned with industry best practices, and our team is committed to striking the delicate balance between safe, affordable and reliable energy. There is no charge for this service.

Questions or concerns? We're here to help. Contact your DTE representative as soon as possible to ensure we're able to speak with you before work begins:

Amber 734 2108214

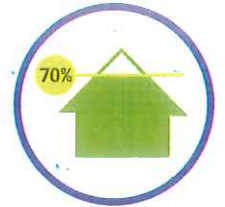
DTE representative

Phone



Improving Electric Reliability

Recently trimmed areas have seen electric reliability improve by an average of 70 percent.



What to Expect

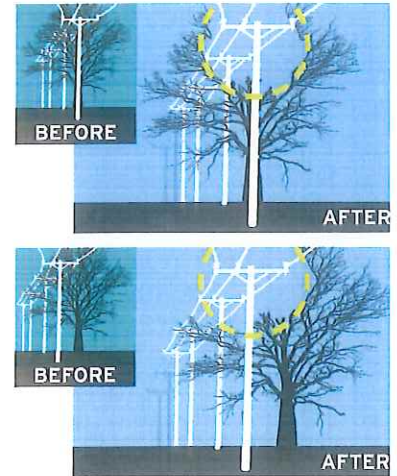
How We Trim

Crews will trim a radius of approximately 15 feet around DTE electrical equipment.

Debris Policy

- **Debris we'll remove:** small branches and limbs.
- **Debris we'll leave behind:** larger pieces of wood (cut to firewood length); dead or diseased wood or debris; trees and/or limbs that fell due to natural causes.

Please note: we do not remove dead or diseased vegetation to prevent the spread of tree diseases.



Service drops

Your service drop – the power line that runs from the electric pole near your property to your house – is your personal connection to the energy grid. Keeping vegetation away from your service drop to prevent outages and safety hazards is your responsibility.

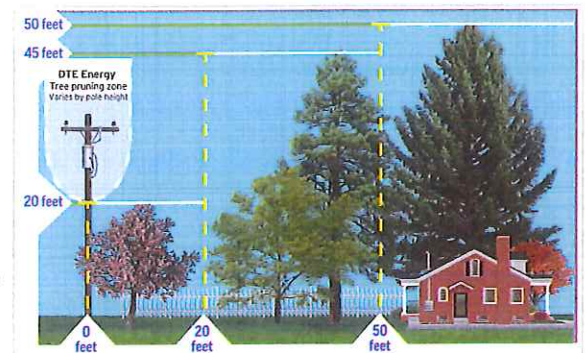
Since service drops are energized and extremely dangerous, we highly recommend you use a professional tree-trimming service to remove or maintain any vegetation that's in contact – or may come into contact – with it.

Safety

Trees and the energy grid don't mix, and when combined, can create potentially dangerous safety hazards. To keep your family safe, do not trim, work near or climb on trees near power lines, or on trees with power lines nearby.

Right Tree, Right Place

The secret to having strong, beautiful trees and reliable electric service is planting the right trees in the right places. Consult the planting guide at dteenergy.com/treecare for more information.



Learn more at dteenergy.com/treecare



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

July 14, 2022

Jonathan Smith, City Manager
Village Of Clarkston City, Oakland County
375 Depot Road
Clarkston, MI 48346

Dear Jonathan Smith,

As you are aware, Tax Management Associates recently conducted an Audit of Minimum Assessing Requirements (AMAR) on behalf of the State Tax Commission. The audit indicated that Village Of Clarkston City met all of the minimum requirements. We wish to congratulate the unit on receiving a perfect score on the review and thank you for your cooperation throughout this process.

An electronic version of your AMAR review with detailed comments regarding each item is available through your local MiSuite portal at <https://amar.misuite.app>.

Sincerely,

A handwritten signature in black ink, appearing to read "William Gast".

William Gast
Michigan Department of Treasury

Michigan State Tax Commission
Audit of Minimum Assessing Requirements
AMAR Review Sheet

The State Tax Commission, per MCL 211.10f, has jurisdiction to determine substantial compliance with the requirements of the General Property Tax Act. The AMAR review reflects the minimum assessing requirements of a local unit of government based on statute and STC Rules, Policy, Bulletins and Publications. Local units of government that do not meet one or more of the minimum requirements must submit a corrective action plan detailing how and when the deficiencies will be resolved.

Failure to submit an acceptable corrective action plan, or failure to resolve the deficiencies as outlined within the corrective action plan that is approved by the State Tax Commission, will result in a determination of substantial non-compliance and may result in the State Tax Commission assuming jurisdiction of the assessment roll of the local unit of government. Failure to meet one or more of the minimum AMAR requirements does not automatically result in State Tax Commission assumption of jurisdiction of the assessment roll.

Local Unit Background Information:

Year of Audit: 2022

Name of Local Unit: Village Of Clarkston City

Name of County: Oakland County

Name of Assessor: Terry D. Schultz

Assessor Certification Level: MMAO

Name of Supervisor, City Manager or Mayor: Jonathan Smith

Title: Manager

Mailing Address for Supervisor, City Manager, or Mayor:

375 Depot Road Clarkston, MI 48346

What date did the assessor certify the assessment roll? 03/02/2022

What is the Residential Coefficient of Dispersion (COD) for the local unit? 17.42

Assessor had 32 valid sales to calculate a Residential COD of 17.42.

What is the Residential Price Related Differential (PRD) for the local unit? 01.00

Assessor had 32 valid sales to calculate a Residential PRD of 1.00.

Does the L-4022 in possession of the local unit match the L-4022 in possession of the County Equalization Director and the information uploaded on the L-4023 on the E-File Site? YES: NO:

The local unit's L-4022 signed and dated 3-24-22 matches the L-4022 in possession of the County Equalization Director and the information uploaded on the L-4023 on the E-File Site. 414 total real parcels with a total assessed value of 73,501,950.

MCL 211.7cc requires interest at a rate of 1.25% per month or fraction of a month to be charged to the owner of property that has been issued a PRE denial notice. Upon collecting the interest, MCL 211.7cc also details the required distribution of the interest depending on the governmental unit that issued the denial notice. Was Form 4142 completed and submitted to the Michigan Department of Treasury by a County, City or Township when the State's portion of PRE denial interest is remitted?

YES: NO:

Form 4142 was reviewed, having none from this unit. The 2022 database review had 0 PRE denials.

Does the local unit have written procedures, including audit procedures, for determining how to grant real property exemptions or remove real property exemptions when the property no longer qualifies for the exemption?

YES: NO:

Unit has Property Tax Exemption Procedures with an application and list of documents for determining real property exemptions. Assessor is to grant or deny.

Does the local unit have accurate Land Value Maps that meet State Tax Commission Land Value

Map Publications?

Requirement Met? YES: NO:

Notes:

Assessor had a set of maps color coded by land table with a matching legend and land value rates listed. Sales were numbered to match a list with detailed information.

Assessment Roll Analysis:

1. Does the local unit have properly calculated and appropriately documented Economic Condition Factors that meet State Tax Commission requirements per MCL 211.10e and STC ECF Publications?

Requirement Met? YES: NO:

Notes:

Assessor had properly calculated and appropriately documented ECF studies for the commercial and residential classes. There are no agricultural nor industrial parcels. The commercial class is reviewed with other areas.

2. Does the local unit have Land Value Determinations that are appropriately documented, properly calculated and meet State Tax Commission requirements per MCL 211.10e and State Tax Commission Land Value Determination Publications and less than 1% land adjustments without reason?

Requirement Met? YES: NO:

Notes:

Unit has 0 parcels with a land adjustment and no reason. 38 total adjustments. Land value analysis was performed and was reviewed during the interview. It was appropriate with documented sales and analysis of front foot rates, site value or square foot rates for all property classes in the unit.

3. Does the true cash value on the local unit record cards agree with the true cash value indicated on the assessment roll with less than 1% overrides and less than 1% flat land values – excluding DNR PILT Property (STC Policy)?

Requirement Met? YES: NO:

Notes:

Unit has 0 parcels on override. Unit has 0 flat land values.

4. Personal Property Review:

- a) Does the local unit conduct an annual personal property canvass?

YES: NO:

Unit has a Personal Property Canvass Policy with a list of items to conduct an annual personal property canvass.

- b) Did the local unit grant any exemptions under MCL 211.9o (Small Business Taxpayer Exemption)?

YES: NO:

Unit has 119 personal property parcels. 78 have the Form 5076 Accepted, granting an exemption.

- c) If the answer to item 4b is yes, does a sampling indicate the local unit properly processed the exemptions received? This includes: Form 5076 filled out completely, timely received and received annually. If Form 5076 is not received the exemption is removed, parcel number created for any business that was granted an exemption, ensuring that a parcel with the exemption is not retired, all locations within the local unit are considered when granting the exemption.

Requirement Met? YES: NO:

Notes:

Form 5076 was filled out and timely received (date stamp was on or before Feb 20).

5. Review of Exemptions Granted under MCL 211.7u (poverty exemptions)

- a) Did the local unit grant any exemptions under MCL 211.7u (Poverty Exemption)?

YES: NO:

Unit did not have any exemptions granted for 2022.

- b) Does the local unit have proper poverty exemption guidelines?

YES: NO:

Unit adopted poverty exemption guidelines on 6-13-22 with Federal income guidelines, the affidavit if tax returns are not filed and an application.

c) Does the local unit poverty exemption guidelines include a proper asset level test? YES: NO:

The asset level test is not to exceed \$50,000.

d) Does a sampling of the exemptions granted under MCL 211.7u indicate that the statutory requirements were met and that the local unit policy was followed?

Requirement Met? YES: NO:

Notes:

6. Does a sample of the July and December Board of Review actions indicate the Board met the requirements of MCL 211.53b and considered only those items over which they have statutory authority?

Requirement Met? YES: NO: N/A:

Notes:

JBOR and DBOR actions indicate the Board met the requirements on those items which they have statutory authority. JBOR and DBOR each granted prior year(s) PRE requests and current year PRE requests for untimely filed Affidavits.

7. Does the local unit follow the requirements under MCL 211.27b to levy the interest and penalty for failure to file a Property Transfer Affidavit?

Requirement Met? YES: NO:

Notes:

Unit had 47 transfers, 1 did not have a PTA and 2 had the PTA filed after 45 days. There was no penalty billed.

If waived, did the local unit waive the interest and penalty by resolution and is that resolution kept on file?

Requirement Met? YES: NO:

Notes:

Unit adopted a Resolution on 5-28-19 to Waive Penalty and Interest Fees for Failure to File a Property Transfer Affidavit. Resolution is kept on file.

8. Has the local unit implemented CAMA Data Standards as adopted by the State Tax Commission on April 6, 2021?

Requirement Met? YES: NO:

Notes:

Unit has implemented CAMA Data Standards to identify exempt parcels.

Comments:

I hereby declare that the foregoing information submitted is a complete and true statement.

Al Consiglio

Signature

06/03/2022

Date

By checking this box, I agree and confirm that the signature I have typed above is the electronic representation of my original, handwritten signature when used on this document and creates a legally-binding contract. I further understand that signing this document using my electronic signature will have the same legally-binding effect as signing my signature using pen and paper.

City of the Village of Clarkston
City Manager Report
October 10, 2022

Washington & Main Parking Issues

Two issues were encountered this week in the Washington & Main parking lot. First a sink hole opened-up in one of the handicap parking spaces. Doug's Sealcoating, who had just recently seal coated the lot, will make the repairs. A second depression in the lot is being monitored. Secondly, the power supply to the Parking Payment Kiosk and night light recently failed and could not be resolved by our DPW team. Hutchinson Electric has been requested to investigate the issue.

MDOT Category "B" Grant Application Denied

I'm sorry to report that, for the third time, MDOT has denied the City's request for a road funding grant. When I pushed the MODT representative for a reason for the denial, it was commented that the City's taxable values were considered too high relative to our population size.

Tree Survey

This week I completed my survey of the City of easement trees needing to be trimmed or removed altogether. I sent the list, with photos, to three tree removal vendors with the plan to bring a resolution to Council at the October 24th meeting.

Michigan Municipal League Fall Conference

On October 19th and 20th I will be attending the Michigan Municipal League's Fall Conference in Muskegon. I will also be speaking at this conference in one of their breakout sessions on the topic of Cyber Security, sharing some of our cyberattack experiences from 2018. Because I am speaker, the normal registration fees have been waived.

Respectfully submitted, **Jonathan Smith, City Manager, October 6, 2022**



City of the Village of Clarkston
Artemus M. Pappas Village Hall
375 Depot Road
Clarkston, Michigan 48346
City Council Regular Meeting Minutes
09 12 2022 **Final Minutes**

9/12/2022 - Minutes

1. Call To Order

@ 7:00pm By Mayor Haven.

2. Pledge Of Allegiance

3. Roll Call

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

4. Approval Of Agenda - Motion

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

5. Public Comments:

Chet Pardee.

6. FYI

7. City Manager Report

8. Motion: Acceptance Of The Consent Agenda As Presented

Motioned by Luginski Seconded by Rodger to accept the Consent Agenda as presented. All Aye Motion Carried.

9. Old Business

9.a. Discussion: Status Of Ballot Wording (Relative To Medical Marihuana)

With City Attorney Tom Ryan regarding Medical Marihuana Ballot Proposal and Clarkston Cares v. Jennifer Speagle Case # 2022-195571-AW

Motioned by Haven Seconded by Wylie to add a Special Meeting on Monday September 19th, 2022 at 7:00pm to discuss moving forward with a court appeal relative to the Clarkston Cares V Jennifer Speagle Case # 2022-195571-AW. All Aye. Motioned Carried.

9.b. Motion: Electric Vehicle Charging Stations

Motioned by Wylie Seconded by Haven to approve the concept of installing three (3) charging stations in the City at two (2) locations.

1. One (1) station in the Washington & Main Parking Lot, adjacent to the existing power pole in the center island.

2. Two (2) units in the Depot Road parking lot, adjacent to the City Hall Building.

Haven, Casey, Wylie, Rodgers, Luginski - Yes. Motion Carried.

10. New Business

10.a. Resolution: MDOT Performance Resolution For Annual Permit

Motioned by Luginski Seconded by Wylie to approve the Annual Permit for MDOT performance authorizing Jonathan Smith, Jennifer Speagle and Jimi Turner to apply to the department for the necessary permit to work within State Highway Right of Way on behalf of the City of Clarkston. Haven, Casey, Wylie, Rodgers, Luginski - Yes. Motion Carried.

10.b. Resolution: Parking Lot Maintenance Bid Approval

Motioned by Wylie Seconded by Casey to authorize the City Manager to contract with Doug's Seal Coating to clean, crack-fill, sealcoat and restripe the City's four parking lots at a not-to-exceed cost of \$14,000.00 to be funded by the Parking Kiosk Fund designated for road, sidewalk and parking lot maintenance. Haven, Casey, Wylie, Rodgers, Luginski - Yes. Motion Carried.

11. Adjourn

Motioned by Wylie Seconded by Rodgers to adjourn @ 8:46pm. 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 Special Meeting Minutes
09 19 2022 **Final Minutes**

9/19/2022 - 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 as presented. All Aye Motion Carried.

5. Public Comments:

Jaymie Brimacombe 55 Buffalo: Re: Parking on Buffalo.

6. FYI

7. Discussion: Clarkston Cares V. Jennifer Speagle Case # 2022-195571-AW

Motioned by Haven Seconded by Wylie to authorize City Atty Tom Ryan to appeal the reconsideration of opinion dated September 1st, 2022 in the Clarkston Cares v. Jennifer Speagle case # 2022-195571-AW in a not to exceed cost of \$1000.00. Haven, Avery, Casey, Fuller, Wylie, Rodgers Luginski - Yes. Motion Carried.

8. Discussion: Public Education Of Clarkston Cares Charter Amendment.

Motioned by Haven Seconded by Wylie to add a motion to 8. Public Education of Clarkston Charter Amendment. To establish a sub-committee. All Aye. Motion Carried.

Motioned by Haven Seconded by Wylie to establish a sub-committee of Eric Haven, Laura Rodgers and Joe Luginski to inform the voters of the Marijuana Ballot Proposal on the November 8th, 2022 ballot. All Aye Motion Carried.

9. Adjourn

Motioned by Wylie Seconded by Fuller to Adjourn @ 8:08pm. 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
09 26 2022 **Draft Minutes**

9/26/2022 - Minutes

1. Call To Order

By Mayor ProTem Wylie @ 7:00pm
2. Pledge Of Allegiance
3. Roll Call

Avery, Casey, Fuller, Wylie, Rodgers, Luginski - Present. Mayor Haven - Absent.
4. Approval Of Agenda - Motion

Motioned by Rodgers Seconded by Fuller to approve the Agenda as presented. All Aye. Motion Carried.
5. Public Comments:

Chet Pardee
6. FYI
7. Discussion: Parking Fees & Tickets August 2022
8. Sheriff Report For August 2022
9. City Manager Report
10. Motion: Acceptance Of The Consent Agenda As Presented

Motioned by Luginski Seconded by Casey to approve the Consent Agenda a presented. All Aye Motion Carried.
11. Old Business
 - 11.a. Discussion: Marihuana Ballot Proposal

Motioned by Wylie Seconded by Avery to hold a special Council Meeting on Wednesday September 28th, 2022 @ 6:00pm regarding Medical Marihuana Ballot Proposal fact sheet. All Aye. Motion Carried.
12. New Business

12.a. Resolution: Oakland County Interlocal IT Service Agreement

Motioned by Avery Seconded by Rodgers to approve the agreement for I.T. services between Oakland County and the City of Clarkston. Avery, Casey, Fuller, Wylie, Rodgers, Luginski - Yes. Motion Carried.

13. Adjourn

Motioned by Luginski Seconded by Rodgers to adjourn at 7:34pm. All Aye Motion Carried.

Respectfully Submitted by Jennifer Speagle, City Clerk.

DRAFT



City of the Village of Clarkston
Artemus M. Pappas Village Hall
375 Depot Road
Clarkston, Michigan 48346
City Council Regular Meeting Minutes
09 28 2022 **Draft Minutes**

9/28/2022 - Minutes

1. Call To Order

@ 6:00pm by Mayor Haven

2. Pledge Of Allegiance

3. Roll Call

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

4. Approval Of Agenda - Motion

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

5. Public Comments:

None

6. Old Business

7. Resolution: Marihuana "Fact Sheet" Mailing Content

Motioned by Wylie Seconded by Rodgers to authorize the City Manager to print and mail the attached Fact Sheet (with Council approved changes) to each Clarkston Registered voter household at a not-to-exceed cost of \$645.00 to be funded by the Council Miscellaneous Expense Fund. Avery, Casey, Fuller, Haven, Rogers, Wylie - Yes. Motion Carried.

8. Adjourn

Motioned by Wylie seconded by Casey to adjourn @ 6:37pm. All Aye, Motion Carried.

Respectfully Submitted by Jennifer Speagle, City Clerk.

TREASURER'S REPORT FOR CITY COUNCIL MEETING:

10/10/2022

Treasurer's Report:

I. Disbursements from 09/01/2022 - 09/30/2022

101 General Fund	\$	14,645.96
202 Major Streets	\$	-
203 Local Street	\$	122.16
231 Parking Meter Fund	\$	14,215.58
236 Friends of Depot Park	\$	523.98
295 Mill Pond Lake	\$	574.74
301 GO Bond Debt	\$	161,751.30
401 Capital Projects Fund	\$	5,286.53
590 Sewer Fund	\$	245.78
703 Tax Fund	\$	1,189,348.16
Total	\$	1,386,714.19

II. Invoices for review and payment approval

Carlisle Wortman - 2022 Code Enforcement	\$	-
Carlisle Wortman - 2022 Building Administration	\$	-
Carlisle Wortman - Master Plan, Bldg Adm, Planner & Other	\$	-
HRC MS4 Permitting	\$	-
HRC Professional Services Aug. 2022	\$	-
Tom Ryan - Professional Services (Sept Invoice)	\$	3,000.50
Tom Ryan - Professional Services Court (Sept Invoice)	\$	332.50
Total	\$	3,333.00

III. Other Checks for Review

	\$	-
	\$	-
	\$	-
Total	\$	-

GRAND TOTAL **\$ 1,390,047.19**

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 09/01/2022 - 09/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
09/07/2022	GEN	10773	9/7/2022	COMCAST	TELEPHONE	850.000	264	367.63
09/07/2022	GEN	10774	205368082556	CONSUMERS ENERGY	CONSUMERS ENERGY-VH	921.000	265	15.00
09/07/2022	GEN	10775	200193799043	DTE ENERGY	DTE STREET LIGHTING	926.000	448	1,236.75
09/07/2022	GEN	10776	5065447707	RICOH USA, INC	OFFICE SUPPLIES	727.000	264	159.68
09/07/2022	GEN	10777	11027	THOMAS J RYAN PC	LEGAL FEES	803.000	266	4,771.68
			11028		LEGAL FEES	803.000	266	95.00
				CHECK GEN 10777 TOTAL FOR FU				<u>4,866.68</u>
09/07/2022	GEN	10778	73755	CHARTER TOWNSHIP OF INDEPEND	VEHICLES - GAS & OIL	862.000	446	181.08
09/07/2022	GEN	10779	9/7/2022	ERIC HAVEN	DUES & CONFERENCES	958.000	101	110.16
09/07/2022	GEN	10780	326089	VIEW NEWSPAPER GROUP	PUBLICATIONS	901.000	215	410.80
09/07/2022	GEN	10781	9/20/2022	DTE ENERGY	DETROIT EDISON-VH	920.000	265	174.20
			9/20/2022		DETROIT EDISON-VH	920.000	265	10.16
			9/20/2022		DETROIT EDISON-VH	920.000	265	20.61
			9/20/2022		DTE UPPER PARKING LOT	923.000	265	15.73
			9/20/2022		DTE UPPER PARKING LOT	923.000	265	97.79
			9/20/2022		DTE UPPER PARKING LOT	923.000	265	20.85
			9/20/2022		DTE UPPER PARKING LOT	923.000	265	15.27
				CHECK GEN 10781 TOTAL FOR FU				<u>354.61</u>
09/07/2022	GEN	10782*#	08/21/2022	HOME DEPOT CREDIT SERVICES	PARK MATERIALS	728.000	265	34.95
			08/21/2022		DPW EQUIPMENT	970.001	446	169.00
				CHECK GEN 10782 TOTAL FOR FU				<u>203.95</u>
09/07/2022	GEN	10783	126287	MAZZA AUTO PARTS	MATERIAL & OUTSIDE LABOR-TRACTOR	861.005	446	27.97
09/07/2022	GEN	10784#	8/24/2022	CARDMEMBER SERVICE	DUES & CONFERENCES	958.000	101	12.00
			8/24/2022		OFFICE SUPPLIES	727.000	264	83.28
			8/24/2022		TECHNOLOGY/INTERNET	852.000	264	70.89
			8/24/2022		SUPPLIES-VH BUILDING	726.004	265	32.58
			8/24/2022		PARK MATERIALS	728.000	265	399.65
			8/24/2022		MATERIAL & OUTSIDE LABOR-TRACTOR	861.005	446	210.88
				CHECK GEN 10784 TOTAL FOR FU				<u>809.28</u>
09/14/2022	GEN	10786	2166246	CARLISLE/WORTMAN ASSOC INC	VH-PLANNER FEES	811.000	721	165.00

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 09/01/2022 - 09/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
09/14/2022	GEN	10788	2166245	CARLISLE/WORTMAN ASSOCIATES,	PLANNER FEES	811.000	721	100.00
09/14/2022	GEN	10789	222490022525	BLUE CARE NETWORK	HEALTH INSURANCE	709.000	441	414.69
09/14/2022	GEN	10790	564591	VIEW NEWSPAPER GROUP	PUBLICATIONS	901.000	215	205.40
09/14/2022	GEN	10792	2064737A	SIGNS BY TYKE	DPW SUPPLIES	750.000	441	89.00
09/21/2022	GEN	10793#	2166389 2166388	CARLISLE/WORTMAN ASSOC INC	SALARY - ENFORCEMENT OFFICER BLDG DEPT PROFESSIONAL FEES	703.010 809.000	370 371	509.86 1,545.00
				CHECK GEN 10793 TOTAL FOR FU				2,054.86
09/21/2022	GEN	10794	154615036	COMCAST	TELEPHONE	850.000	264	294.33
09/21/2022	GEN	10795	8/31/2022	OAKLAND COUNTY TREASURER	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	264	790.95
09/21/2022	GEN	10796	3517444154	STAPLES	OFFICE SUPPLIES	727.000	264	214.93
09/21/2022	GEN	10797	8061637	ROYAL PUBLISHING	MISC EXPENSE	955.000	101	110.00
09/21/2022	GEN	10798	9/21/2022	CHARTER TOWNSHIP OF INDEPEND	DUE TO INDEPENDENCE TOWNSHIP	226.000	000	121.00
09/21/2022	GEN	10799	9/21/2022	ANN DEGEN	PARK MATERIALS	728.000	265	100.56
09/28/2022	GEN	10800	66982	MICHIGAN ASSOCIATION OF PLAN	PLANNING COMMISSION	717.000	721	65.00
09/28/2022	GEN	10801	C1006913	OAKLAND COUNTY TREASURER	SUPPLIES	726.000	262	324.00
09/28/2022	GEN	10802	5021873552	RICOH USA INC	RICOH COPIER LEASE	941.000	264	202.65
09/28/2022	GEN	10804	9/30/2022	DOUG WEAVER	SALARY - BLDG INSPECTORS	703.004	371	390.00
09/28/2022	GEN	10805	9/30/2022	JEFF SHAFER	SALARY - BLDG INSPECTORS	703.004	371	130.00
09/28/2022	GEN	10806	9/30/2022	MERLE WEST	SALARY - BLDG INSPECTORS	703.004	371	130.00
				Total for fund 101 GENERAL				14,645.96

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CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 09/01/2022 - 09/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET								
09/07/2022	GEN	10782*#	08/21/2022	HOME DEPOT CREDIT SERVICES	SUPPLIES & MTLs - NON-WINTER MAINT	726.001	451	122.16
Total for fund 203 LOCAL STREET								122.16

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 09/01/2022 - 09/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 231 PARKING METER FUND								
09/14/2022	PARK	1171	INV-1032847	PASSPORT LABS, INC	MISC EXPENSE	757.000	264	631.50
			INV-1033159		MISC EXPENSE	757.000	264	67.50
				CHECK PARK 1171 TOTAL FOR FU				<u>699.00</u>
09/28/2022	PARK	1172	9/26/2022	DOUG'S SEAL COATING & STRIPP	ROAD PARKING LOT MAINTENANCE	761.000	264	13,400.00
09/28/2022	PARK	1173	887103513-247	SPRINT / NEXTEL COMMUNICATIO	PHONE EQUIPMENT	760.000	264	61.58
09/28/2022	PARK	1174	IRIS0000112484	T2 SYSTEM CANADA INC	MISC EXPENSE	757.000	264	55.00
				Total for fund 231 PARKING METER FUND				14,215.58

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CHECK DATE FROM 09/01/2022 - 09/30/2022

DB: Clarkston

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 236 FRIENDS OF DEPOT PARK								
09/07/2022	FODP	1025	103397	RAY WIEGAND'S NURSERY	TREE MEMORIAL	752.000	264	523.98
Total for fund 236 FRIENDS OF DEPOT PARK								523.98

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 295 MILL POND LAKE IMPROVEMENT FUND								
09/21/2022	MILL	266	1338	LAKE PRO, INC. - COMPLETE H2 WEED CONTROL - MILL POND MAINT		813.000	265	574.74
Total for fund 295 MILL POND LAKE IMPROVEMENT								574.74

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DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 09/01/2022 - 09/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 301 2012 GO BOND DEBT								
09/28/2022	2012	2034	451793972001	CHASE	PRINCIPAL DEBT SERVICE PYMT	991.000	906	158,000.00
			451793972001		INTEREST DEBT SERVICE PYMT	995.000	906	3,751.30
				CHECK 2012 2034 TOTAL FOR FU				<u>161,751.30</u>
					Total for fund 301 2012 GO BOND DEBT			161,751.30

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DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 09/01/2022 - 09/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 401 CAPITAL PROJECT FUND								
09/07/2022	GEN	10785	317	LINCHPIN LEGAL PLLC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	901	1,000.00
09/14/2022	GEN	10787	17431	HUTCHINSON'S ELECTRIC, INC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	901	470.25
09/14/2022	GEN	10791	10234	NICHOLS HEATING & COOLING	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	901	3,490.00
09/28/2022	GEN	10803	9/16/2022	ADT	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	901	326.28
Total for fund 401 CAPITAL PROJECT FUND								5,286.53

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 09/01/2022 - 09/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER								
09/07/2022	SEWER	2108	8/24/2022	CARDMEMBER SERVICE	POSTAGE	727.001	536	176.00
09/21/2022	SEWER	2109	300-2112-S	GREAT LAKES WATER AUTHORITY	IWC CHARGES IND TWP	814.002	536	69.78
						Total for fund 590 SEWER		245.78

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 09/01/2022 - 09/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 703 TAX								
09/07/2022	TAX	773(E)	9/6/2022	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	220.000	000	55,491.67
09/07/2022	TAX	774(E)	9/6/2022	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	220.000	000	65,759.74
09/07/2022	TAX	775(E)	9/6/2022	CITY OF CLARKSTON CVT	TAX COLLECTIONS	220.000	000	25,052.06
09/07/2022	TAX	776(E)	9/6/2022	CITY OF CLARKSTON 2012 BOND	TAX COLLECTIONS	220.000	000	14,132.24
09/25/2022	TAX	777(E)	9/23/2022	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	220.000	000	312,605.81
09/25/2022	TAX	778(E)	9/23/2022	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	220.000	000	448,850.01
09/25/2022	TAX	779(E)	09/23/2022	CITY OF CLARKSTON CVT	TAX COLLECTIONS	220.000	000	170,995.56
09/25/2022	TAX	780(E)	09/23/2022	CITY OF CLARKSTON 2012 BOND	TAX COLLECTIONS	220.000	000	96,461.07
					Total for fund 703 TAX			1,189,348.16
TOTAL - ALL FUNDS								1,386,714.19

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

Thomas J. Ryan, P.C.

2055 Orchard Lake Road
Sylvan Lake, MI 48320

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

October 3, 2022

Invoice #11032

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
9/1/2022 Review correspondence from City Manager re: 159 N. Main Street	0.50 95.00/hr	47.50 ✓
Review Order from Court of Appeals re: Motion for Immediate Consideration and Motion to Expedite is Granted; panel will decide the case by 9/2/22 Re: Clarkston Cares 2022 v Jennifer Speagle	0.50 95.00/hr	47.50 ✓
Review correspondence from City Clerk re: FOIA request from Mrs. Bisio re: Clarkston Cares 2022 v Jennifer Speagle Court of Appeal documents; Correspondence to City Clerk re: provided documents requested by Mrs. Bisio	1.00 95.00/hr	95.00 ✓
Review Court of Appeals Opinion affirming Trial Court order; Email a copy to City Manager and City Clerk; Phone calls with City Manager, Brandon Buck Oakland County Corporation Council; Director of Election Division and Assistant Attorney General	3.00 95.00/hr	285.00 ✓
9/6/2022 Preparation of Attorney-Client Privilege Memorandum to City Council; Phone call and correspondence with Petitioner's Attorney, Mr. Grandstaff re: City's explanatory caption	1.00 95.00/hr	95.00 ✓
Correspondence to Mr. Grandstaff re: explanatory caption for ballot proposal Re: Clarkston Cares 2022 v Jennifer Speagle; copy to City Manager and City Clerk	0.50 95.00/hr	47.50 ✓
9/7/2022 Correspondence to City Manager and City Clerk re: ballot language and explanatory caption	0.50 95.00/hr	47.50 ✓
Correspondence to Mr. Buck re: Resolution by City Council for Explanatory Caption for ballot language	0.50 95.00/hr	47.50 ✓
9/12/2022 Review Council Meeting Packet	0.50 95.00/hr	47.50 ✓

	<u>Hrs/Rate</u>	<u>Amount</u>
9/12/2022 Attend City Council Meeting	3.00 95.00/hr	285.00 ✓
9/19/2022 Attend Special City Council Meeting	2.00 95.00/hr	190.00 ✓
9/20/2022 Preparation of Motion for Reconsideration Re: Court of Appeals Case - Clarkston Cares 2022 v Speagle	5.00 95.00/hr	475.00 ✓
9/21/2022 Draft/Revise Motion for Reconsideration	5.00 95.00/hr	475.00 ✓
9/22/2022 Finalize Motion for Reconsideration; Efile with Court of Appeals	2.00 95.00/hr	190.00 ✓
9/26/2022 Review City Council Packet	0.50 95.00/hr	47.50 ✓
Attend City Council Meeting; Conference with City Manager and City Clerk after meeting	2.00 95.00/hr	190.00 ✓
9/28/2022 Attend Special Council Meeting, via zoom,	0.50 95.00/hr	47.50 ✓
Review correspondence from City Manager re: Mill Pond - attorneys indicating their representation for Lehman re: dam	0.50 95.00/hr	47.50 ✓
Preparation of Fact Sheet re: Medical Marijuana Charter Amendment for City Council	2.00 95.00/hr	190.00 ✓
9/30/2022 Correspondence to City Manager re: Mill Pond	0.50 95.00/hr	NO CHARGE
For professional services rendered	31.00	\$2,897.50
Additional Charges :		
9/22/2022 Motion Fee - Motion for Reconsideration - Court of Appeals		103.00 ✓
Total additional charges		\$103.00
Total amount of this bill	<i>266</i> <i>101-351-802.000</i>	\$3,000.50 <i>IS</i>
Previous balance		\$4,771.68
Accounts receivable transactions		
9/12/2022 Payment - Thank YouNo. 10777		(\$4,771.68)

Thomas J. Ryan, P.C.

2055 Orchard Lake Road
Sylvan Lake, MI 48320

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

October 4, 2022

In Reference To: Clarkston Court/Prosecution
Invoice #11031

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
9/7/2022 Prosecution of 52/2 District Court cases, via zoom, before Judge Fabrizio and Judge Kostin	1.50 95.00/hr	142.50
9/12/2022 Review correspondence from 52/2 District Court re: court hearing 9/22/22 before Judge Kostin	0.50 95.00/hr	47.50
9/14/2022 Review correspondence from 52/2 District Court re: Clarksoth v Hester	0.50 95.00/hr	47.50
9/22/2022 Phone call form Mr. Wallace re: ticket no. 22-001888; Preparation of Stipulation and Order of Dismissal without Prejudice	1.00 95.00/hr	95.00
For professional services rendered	<u>3.50</u>	<u>\$332.50</u>
Previous balance		\$95.00
Accounts receivable transactions		
9/12/2022 Payment - Thank You No. 10777		(\$95.00)
Total payments and adjustments		<u>(\$95.00)</u>
Balance due		<u><u>\$332.50</u></u>

101-266-803.000

[Handwritten signature]

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Electric Vehicle Charging Station Agreement

In the September 12, 2022 City Council meeting, unanimous approval was granted to install three (3) Electric Vehicle charging stations in the City, one in the Washington & Main parking lot and two in the Depot Road parking lot, each with ability to charge two vehicles simultaneously.

The three units are being donated free of charge by General Motors and Bowman Chevrolet. Installation will be completed by Charge EV, LLC (CEV) of Holly Michigan, also free of charge.

CEV has submitted the attached Charging Station Agreement for the 10-year period beginning November 1, 2022, which has been reviewed by City Attorney Tom Ryan.

Revenue from the charging stations will be directed to CEV, but CEV will be responsible for paying all utility charges as well as pay the City revenue of \$0.05 per kilowatt-hour used.

Motioned by _____ and Seconded by _____ to approve the attached Charging Station Agreement.

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

September 12, 2022

Date

CEV CHARGING STATION AGREEMENT

This Charging Stations Agreement (the “**Agreement**”) is effective as of November 1, 2022 (the “**Effective Date**”) by and between The City of The Village of Clarkston, (“**Host**”), located 375 Depot Street, Clarkston MI 48346 and Charge EV, LLC (“**CEV**”), a Michigan company with its principal place of business located at 15045 Dixie Hwy Ste A, Holly, MI 48442. CEV and Host may individually be referred to herein as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, CEV, by installing electric vehicle chargers (“**EV Chargers**”) on the Premises, as defined herein, will provide value to Host by attracting electric vehicle owners and the public to, and providing additional visibility of, the property;

WHEREAS, Host acknowledges the value of CEV’s EV Chargers on the Premises and desires to grant a license to install and maintain EV Chargers at the Premises to CEV pursuant to the terms set forth herein;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PREMISES:** Host hereby grants to CEV a license to install and maintain EV Chargers at the Premises, upon which CEV shall install the EV Chargers.
2. **INITIAL INSPECTION:**
 - A. **Early Access.** Beginning on 11/1/2022 (“**Initial Inspection Start Date**”) CEV shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the “**Inspection Period**”).
 - B. **Application for Permits.** During the Inspection Period, CEV shall apply and pay for all required permits, variances and/or approvals required for CEV’s construction of the improvements on, and CEV’s use of, the Premises (collectively, the “**Permits**”).
 - C. **Right to Terminate.** If CEV determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for CEV’s proposed use, CEV may, without any liability hereunder, terminate this Agreement upon written notice delivered to Host no later than five (5) business days following the expiration of the Inspection Period pursuant to Section 19 of this Agreement. CEV shall restore any damage to the Premises that is attributable to CEV.
3. **INSTALLATION:** Upon acceptance of the Premises, CEV shall, at its sole expense, install the EV Chargers.

4. **EQUIPMENT:** _____ will be installed at the host location. CEV can elect to Change the number of EV Chargers from _____ prior to the beginning of the energy company make ready process. CEV shall give the Host 30 days-notice prior to the energy company's make ready process.
5. **COMMENCEMENT DATE:** The date that the EV Chargers open to the public (the "Commencement Date") shall be within one hundred and fifty (150) days following the Initial Inspection Start Date, provided that no external permitting, utility or other requirements beyond SCI's control delay the installation, despite the best efforts of CEV shall provide written notice of the Commencement Date to Host pursuant to Section 19 of this Agreement for record keeping purposes. In the event of a delay as described herein, CEV shall deliver written notice to Host pursuant to Section 19 and this notice shall provide the Commencement Date, which in no event shall be any later than two hundred (200) days following the Initial Inspection Start Date.
6. **TERM:** The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the "Initial Term"). Thirty (30) days prior to the expiration of the Initial Term, CEV and the Host may elect to extend the Agreement and such extension shall be for an additional period of five (5) years (the "Renewal Term" and together with the Initial Term, the "Term"). Following the Renewal Term, any further renewals will be subject to mutual agreement between CEV and Host and may be of any duration agreed upon by the Parties. In the event Host wishes to sell or transfer of the Premises by Host while the Agreement is in effect, Host shall either assign this Agreement to the prospective buyer, which assignment shall be effective upon the sale or transfer of the Premises, or terminate this Agreement in accordance with Section 7 below. Host grants exclusive EV Vehicle charging stations to CEV.
7. **EARLY TERMINATION:**
- A. **If at any time after the 36th month of the Term, the EV Chargers at the Premises are performing at an average of fewer than 50 kilowatt hours per month over any period of six (6) consecutive months, CEV shall have the right to terminate this Agreement by providing Host by providing written notice (the "Termination Notice") pursuant to Section 19 of this Agreement at least sixty (60) days in advance of the termination date, which shall specify the effective date of SCI's termination of this Agreement ("Termination Date"). As of the Termination Date, this Agreement shall terminate and neither Party shall thereafter have any further rights or obligations hereunder, except that CEV shall pay all monies owed pursuant to Section 10 of this Agreement through the Termination Date, and this Agreement shall be of no further force and effect.**

- B.** If Host elects to terminate the Agreement prior to the expiration of the Term, Host must provide written notice to CEV pursuant to Section 19 of this Agreement (the "Termination Notice"), specifying the effective date of Host's termination of this Agreement.
- i.** Any termination without cause by the Host prior to the end of the thirty-sixth (36th) month of the Term, the Host is responsible to reimburse CEV for the full cost of any EV Rebate that CEV received, all costs CEV incurred for installing the EV Chargers on the Premises, and any costs for CEV to remove the EV Chargers from the Premises. In addition, Host shall pay CEV 50% of monthly gross sales from previous 90 days average, per month for remainder of the contract term.
- ii.** Host may terminate for cause without penalty as outlined below in (1), (2), and (3):
- (1) In the event Host has not received payment under the terms of Section 10 of this Agreement by the tenth day of the calendar month, Host must provide written notice pursuant to Section 19 of this Agreement to CEV notifying CEV that it has not received payment. If CEV has not remitted the payment due to Host within thirty (30) days of the date of receipt of Host's notice, Host may terminate the Agreement for cause and without penalty.
- (2) In the event that CEV has failed to properly maintain the EV Chargers, Host must provide notice pursuant to Section 19 of this Agreement to CEV. This notice shall provide information about the EV Charger(s) requiring maintenance. If CEV has failed to repair or replace the EV Chargers within thirty (30) days of receipt of the Host's notice, host may terminate the Agreement for cause and without penalty.
- (3) Any other reason beyond Host's control, including but not limited to the acts or omissions of third parties, regulatory changes, civil disorder, labor strikes or disruptions, war, terrorism, pandemics, disease and natural disasters.
- C.** In all events of termination or expiration of this Agreement, the EV Chargers are owned by CEV and upon termination or expiration of the Agreement, CEV shall remove them and restore the Premises to the original condition.
- D.** The indemnity responsibilities as described in Section 14 of this Agreement survive termination.
- 8. UTILITIES:** CEV agrees to arrange and pay the charges for all utility services provided or used in or at the Premises during the Term. CEV shall pay directly to the utility company. In the event that utility services are disrupted and Host becomes aware of such disruption, Host shall use its best efforts to quickly notify CEV as soon as possible of the disruption.

9. **USE:** CEV shall use and occupy the Premises during the Term for electric vehicle charging services. All use of the Premises by CEV shall comply with applicable codes, laws, and ordinances.
10. **PAYMENT FOR CHARGING SERVICES:** CEV shall share revenue generated from the EV Chargers in the amount of \$0.03 per kilowatt-hour payable on the tenth day of each calendar month. If the Term is renewed pursuant to Section 6 of this Agreement, during the first Renewal Term, CEV shall pay a monthly revenue share to Host in the amount of \$0.05 per kilowatt-hour, payable on the tenth day of each calendar month. Payments shall be made via direct deposit unless otherwise agreed to by the Parties.
11. **MAINTENANCE:** CEV shall be responsible for maintaining the EV Chargers and Host shall not have any liability for damage to the EV Chargers unless such damage is caused by Host's gross negligence or willful misconduct. Notwithstanding the foregoing, Host must maintain the Premises and common areas of the Premises. Host agrees to coordinate any parking lot maintenance with CEV to ensure that charging stalls remain available as much as is reasonably feasible. CEV may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site. Host shall have no responsibility for the use or maintenance of security cameras and other equipment to monitor the Premises. All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement.
12. **HOST COVENANTS:** Host represents that it is the owner of the Premises and that this Agreement does not violate any agreement, lease or other commitment of Host. Host shall not take any action that would impair or interrupt the use of the Premises or the EV Chargers, except as necessary for Host to satisfy its obligations as a government entity. Host agrees to notify CEV within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Premises or EV Chargers. If non-electric vehicle motorists repeatedly park in the stalls dedicated to the EV Chargers ("Dedicated Stalls"), thereby impairing use of the Dedicated Stalls, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt, for which CEV shall bear the entire cost. Host shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the EV Chargers is not impaired. CEV shall not be responsible for any consequential or delay claims and damages arising out of the sites in any fashion regardless whether or not said claims are foreseeable.
13. **SIGNAGE:** CEV signage to be installed at the Premises is represented in **Exhibit B** and shall include signs to identify Dedicated Stalls. Any material revisions or additions to the signage depicted in **Exhibit B** shall be subject to Host approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at SCT's expense.

14. **INDEMNIFICATION:** Except to the extent of any gross negligence or willful misconduct of Host, CEV hereby agrees to indemnify, hold harmless, the Premises, Host, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to SCI's use of the Premises. CEV shall promptly remove or bond any liens placed on the Premises as a result of any claims for labor or materials furnished to or for CEV at or for use on the Premises.
15. **DESTRUCTION:** Upon total destruction of the Premises either Party shall terminate the Agreement by furnishing written Notice pursuant to Section 19 of this Agreement within thirty (30) days of such destruction.
16. **INSURANCE:**
A. CEV shall carry commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury or death. A certificate evidencing such insurance shall be delivered to Host upon completion of the EV Charger installation and from time to time thereafter as may be requested by Host. Upon request, CEV shall include Host as additional insured on its commercial general liability and umbrella insurance policies. CEV will also carry worker's compensation insurance in accordance with state and federal law.
17. **CONFIDENTIALITY AND PUBLICITY:** Neither Party will use the other Party's name, trademark or logo without such other Party's prior written consent.
18. **ENVIRONMENTAL MATTERS:** To the best of Host's knowledge, Host believes that the Premises shall be delivered free of environmental contamination. CEV shall have no liability for any environmental contamination unless caused by CEV, its agents, employees or contractors.
19. **NOTICES:** All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Host and CEV may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

Host, to:

Contact Name: Jonathon Smith
Position: City Manager
Address: 375 Deot, Clarkston MI 48346
Email Address: smith@villageofclarkston.org

CEV, to:

Contact Name: Duane Lobbestael
Position: Managing Member: 15045 Dixie Hwy Ste A
Holly, MI 48442
Email Address: duane@statecontractingus.com

20. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of Host and CEV and their respective successors and assigns.
21. **ARBITRATION.** If a dispute arises out of or relates to this Contract or the breach thereof or otherwise, and if the dispute cannot be settled through direct discussions the parties agree to first endeavor to settle the dispute by mediation under the construction industry mediation rules of the American Arbitration Association or privately before having recourse to arbitration. Thereafter, any remaining claims or disputes arising out of, or relating to, this Contract or the breach thereof shall be decided by arbitration in accordance with the most current Construction Industry Arbitration.
22. **GOVERNING LAW, JURISDICTION AND VENUE:** Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in Oakland County in the State of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.
23. **VOLUNTARY AND INFORMED EXECUTION:** The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement, and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.
24. **AMENDMENT.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.
25. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
26. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

Charge EV, LLC

By: Duane Lobbestael

Its:

Managing Member

HOST:

By:

Its:

EXHIBIT B SIGNAGE
CHARGING STATIONS



Ev Charging Parking Spaces will be clearly signed and striped to indicate reserved spaces.

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Acceptance of Planning Commission's Recommendation on 5/9 S. Main

In their September 21st and October 3rd meeting, the Planning Commission conducted commercial site plan reviews for the proposed development of 9 South Main (Rudy's) and 5 South Main (the Clarkston News building).

In their October 3rd meeting, the Commission voted 5-0 in favor to approve the plans (attached) and to recommend approval to City Council.

Motioned by _____ and Seconded by _____ to accept the Planning Commissions recommendation and approve the commercial site plans for the 5 and 9 South Main properties.

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

October 10, 2022

Date

PRELIMINARY
NOT FOR CONSTRUCTION



D4 Existing Front Elevation
SCALE: 1/8" = 1'-0"



H4 Proposed Front Elevation
SCALE: 1/8" = 1'-0"

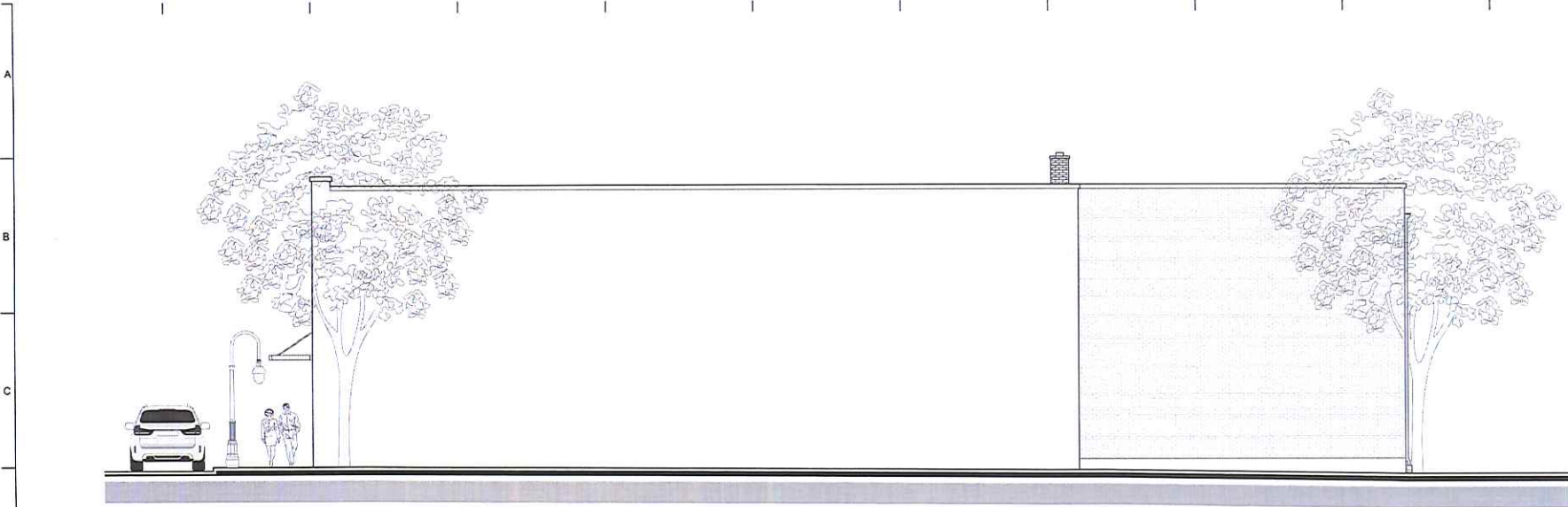
SAROKI
ARCHITECTURE
420 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
Robert Eschaki
515 Main Street & 919 Main Street
Village of Carlisle, IA

Date: Issued For:
08/27/2018 Client Presentation

Sheet No.:
A201
EXISTING & PROPOSED
FRONT ELEVATIONS

PRELIMINARY
NOT FOR CONSTRUCTION



D2
A202
Existing
Side Elevation
SCALE: 1/4" = 1'-0"



H2
A202
Proposed
Side Elevation
SCALE: 1/4" = 1'-0"

SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
Robert Esshaki
5 S Main Street & 9 S Main Street
Village of Clarkston, MI
Date: Issued For:
10/27/20 Client Presentation

Sheet No.:
A202
EXISTING & PROPOSED
SIDE ELEVATIONS

PRELIMINARY
NOT FOR CONSTRUCTION



D4
A203
Existing
Back Elevation
SCALE: 1/4" = 1'-0"



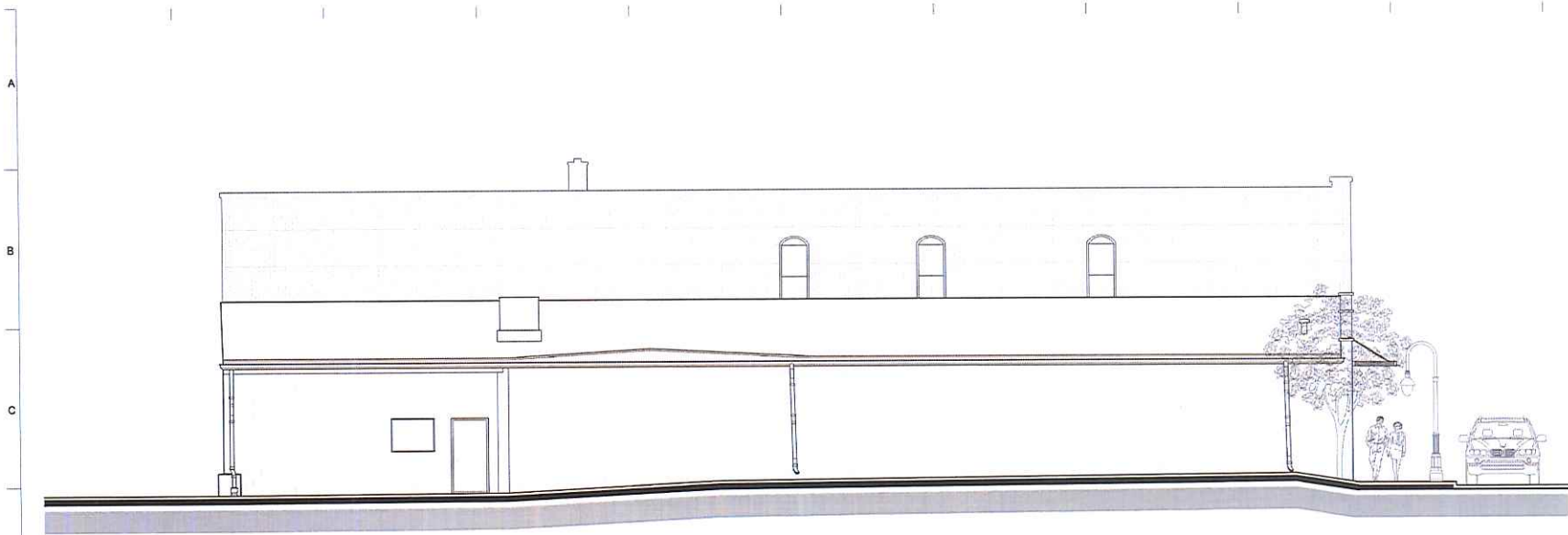
H4
A203
Proposed
Back Elevation
SCALE: 1/4" = 1'-0"

SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
Robert Eschaki
5 S Main Street & 8 S Main Street
Village of Clanton, MI
Date: Issued For:
2023-07-28 Client Presentation

Sheet No.:
A203
EXISTING & PROPOSED
BACK ELEVATIONS

PRELIMINARY
NOT FOR CONSTRUCTION



Existing
Side Elevation
SCALE: 1/4" = 1'-0"



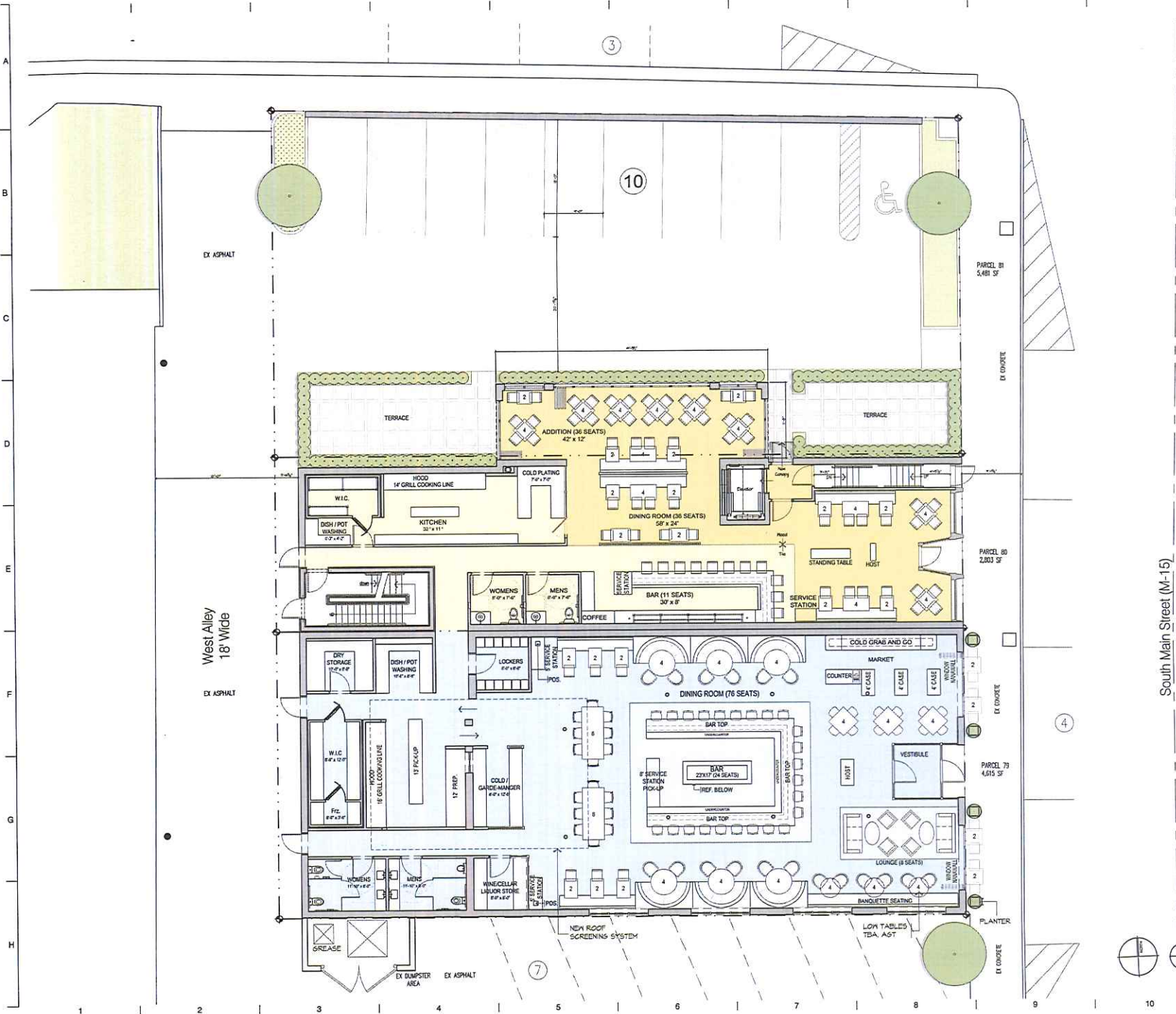
Proposed
Side Elevation
SCALE: 1/4" = 1'-0"

SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
Robert Eschaki
11 S Main Street & 913 Main Street
Village of Clarkson, MI
Date: 09/27/20
Issued For: Client Presentation

Sheet No.:
A204
EXISTING & PROPOSED
SIDE ELEVATIONS

PRELIMINARY
NOT FOR CONSTRUCTION



BUILDING DATA:

CLARISTON NEW	2,576 CSF
FIRST LEVEL EXISTING	533 CSF
FIRST LEVEL ADDITION	3,097 CSF
TOTAL	3,097 CSF
RUBY'S MARKET	4,444 CSF
FIRST LEVEL	

Composite
First Level Floor Plan
SCALE: 3/16" = 1'-0"

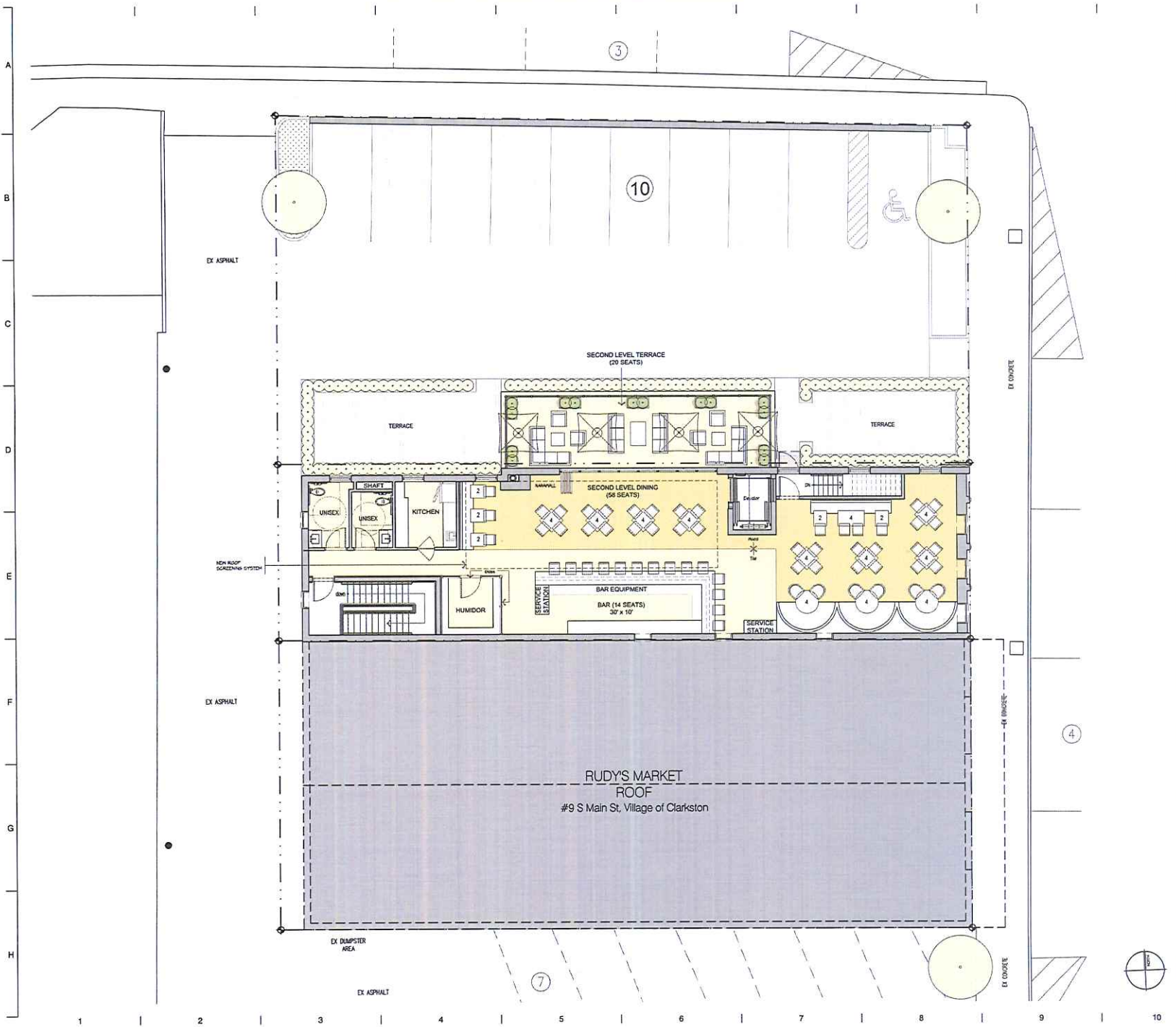
DESIGN "A"

SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5215
SarokiArchitecture.com

Project:
Robert Eschaki
5 S Main Street & 9 S Main Street
Village of Clarston, MI
Date: Issued For:
2025-05-28 Client Presentation

Sheet No.:
A101
COMPOSITE
FIRST LEVEL FLOOR PLAN
DESIGN "A"

PRELIMINARY
NOT FOR CONSTRUCTION

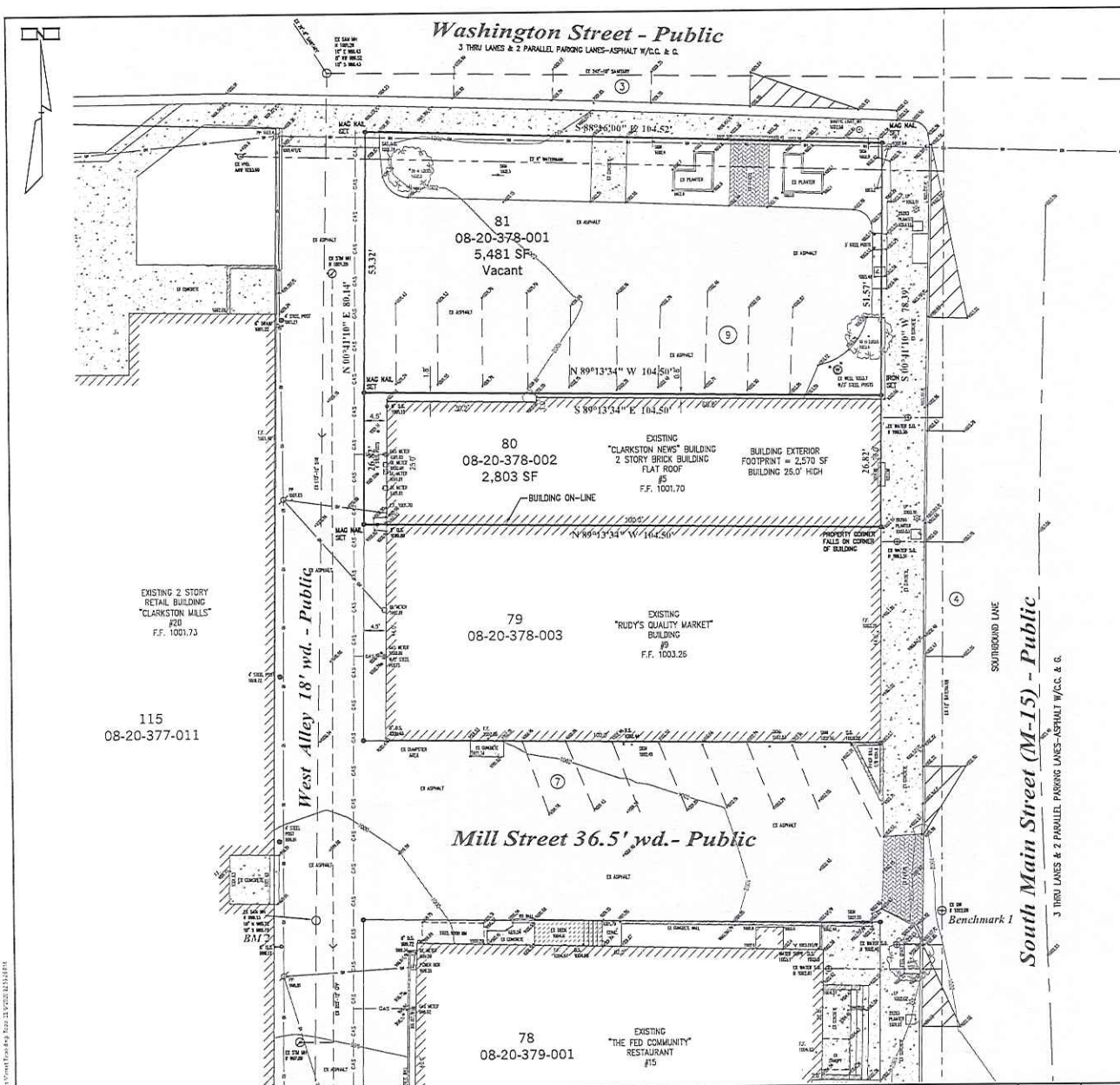


SAROKI
ARCHITECTURE
430 N. OLD WOODWARD
BIRMINGHAM, MI 48009
P. 248.258.5707
F. 248.258.5515
SarokiArchitecture.com

Project:
Robert Eschelski
5 S Main Street & 9 S Main Street
Village of Clarkston, MI
Date: Issued For:
10/27/21 Client Presentation

Sheet No.:
A102
EXISTING
SECOND FLOOR PLAN

Existing
Second Floor Plan.
SCALE: 3/16" = 1'-0"



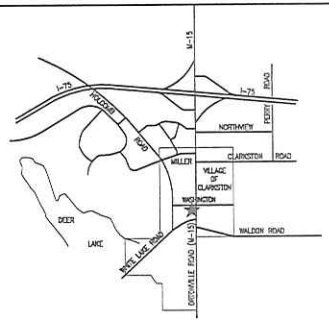
Benchmarks:

BM #1 - RM OF EXISTING GATEWELL LOCATED AT THE INTERSECTION OF MILL STREET AND MAIN ELEVATION - 1002.06 NAVD 83
 BM #2 - RM OF EXISTING SANITARY MANHOLE LOCATED IN THE WEST ALLEY, SOUTH OF MILL STREET. ELEVATION - 999.13 NAVD 83

Notes:

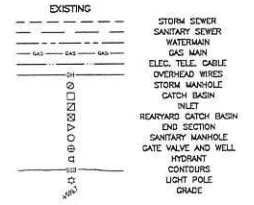
- ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VERTICAL OBSERVATION, AND RECORD SUPPORTS, WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS OF OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION ACTIVITIES.
- PROPERTY IS NOT LOCATED IN A FLOOD PLAIN AS SHOWN ON FEMA FLOOD MAP 26125X0317, DATED 9-26-2006.

Properties are Zoned Village Commercial - VC
 MAXIMUM HEIGHT - 2 STORIES
 - 35 FEET
 NO SETBACK REQUIRED



Location Map
 SCALE: 1" = 200'

LEGEND



Property Descriptions:

Commitment No.: TC13-9528

The land is described as follows:

Land situated in the City of the Village of Clarkston, County of Oakland, State of Michigan, described as follows:

- Parcel 1:**
 Lot 80, Assessor's Plat of Clarkston, as recorded in Liber 35 of Plats, pages 47, 47A, 47B and 47C, Oakland County Records.
- Parcel 2:**
 Lot 81, Assessor's Plat of Clarkston, as recorded in Liber 35 of Plats, pages 47, 47A, 47B and 47C, Oakland County Records.

SURVEYOR'S CERTIFICATE:

TO: Robert Eshaki and First American Title Insurance Company
 This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA and NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7A, 8, 11 (observed evidence and available mapping), 13, 16 & 17 of Table A thereof. The field work was completed on 10-29-2020.
 Date of Plat or Map: 11-09-2020
 Timothy J. Hart, P.E.
 Timothy J. Hart, P.E.
 Email: thart@kieteng.com



DATE	ISSUE

PROPRIETOR:
 RUDY'S MARKET AND CATERING
 9 S. MAIN STREET
 CLARKSTON, MICHIGAN 48346
 (248) 224-4442 ROBERT ESSHAKI



KIEFT ENGINEERING, INC.
 PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS
 5852 SOUTH MAIN STREET, SUITE 1, CLARKSTON, MICHIGAN 48346
 PHONE (248) 825-5251 www.kiefteng.com FAX (248) 825-7110

DATE	11-09-2020	CHKD. BY	DATE
DRAWN BY			
DESIGN			
SECTION	20	T-4-N-R-0-L	



ALTA/NSPS Survey
RUDY'S QUALITY MARKET
 PART OF THE S 1/2 OF SECTION 20, T4N, R1E, VILLAGE OF CLARKSTON (NOW THE CITY OF THE VILLAGE OF CLARKSTON), OAKLAND COUNTY, MICHIGAN

SCALE	1" = 10'
SHEET	1 OF 1
	KE 2020.139

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Halloween Hours in the Village

Prior to 2020, the traditional Halloween Trick-or-Treating time was one hour from 6:00 PM to 7:00 PM on October 31st.

Starting in 2020 during COVID, the hours were expanded to two hours, from 5:00 PM to 7:00 PM in an effort to allow families more time for Trick-or-Treating and the ability to socially distance.

Because the expanded hours have been helpful to families, especially younger families, it is recommended to maintain the same hours in 2022.

Motioned by _____ and Seconded by _____ to once-again set the Trick-or-Treating hours from 5:00 PM to 7:00 PM on Monday, October 31st.

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
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Motion is Adopted

Motion is Defeated

Jennifer Speagle, City Clerk

October 10, 2022

Date

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Convert Depot Road Parking Lot to Paid Parking

WHEREAS, Paid Parking was initiated in the City's Washington & Main parking lot in mid-2018 with very few issues, and;

WHEREAS, Prior to COVID, this 57-space lot was generating gross income of approximately \$100K per year, which has significantly helped the City fund road, sidewalk and parking lot improvements without raising taxes, and;

WHEREAS, With the need for additional road, sidewalk and parking lot improvements on the near horizon (see attached PASER map), an expansion of the City paid parking program needs to be considered, and;

WHEREAS, The City's 2022-2023 Budget includes \$18,000 for parking kiosks for the Depot Road parking lot, and;

NOW THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby approves the conversion of the Depot Road parking lot to a paid parking lot and the purchase and installation of two payment kiosks with a not-to-exceed budget of \$18,000, to be funded by the Parking Fund.

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
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Resolution is Adopted

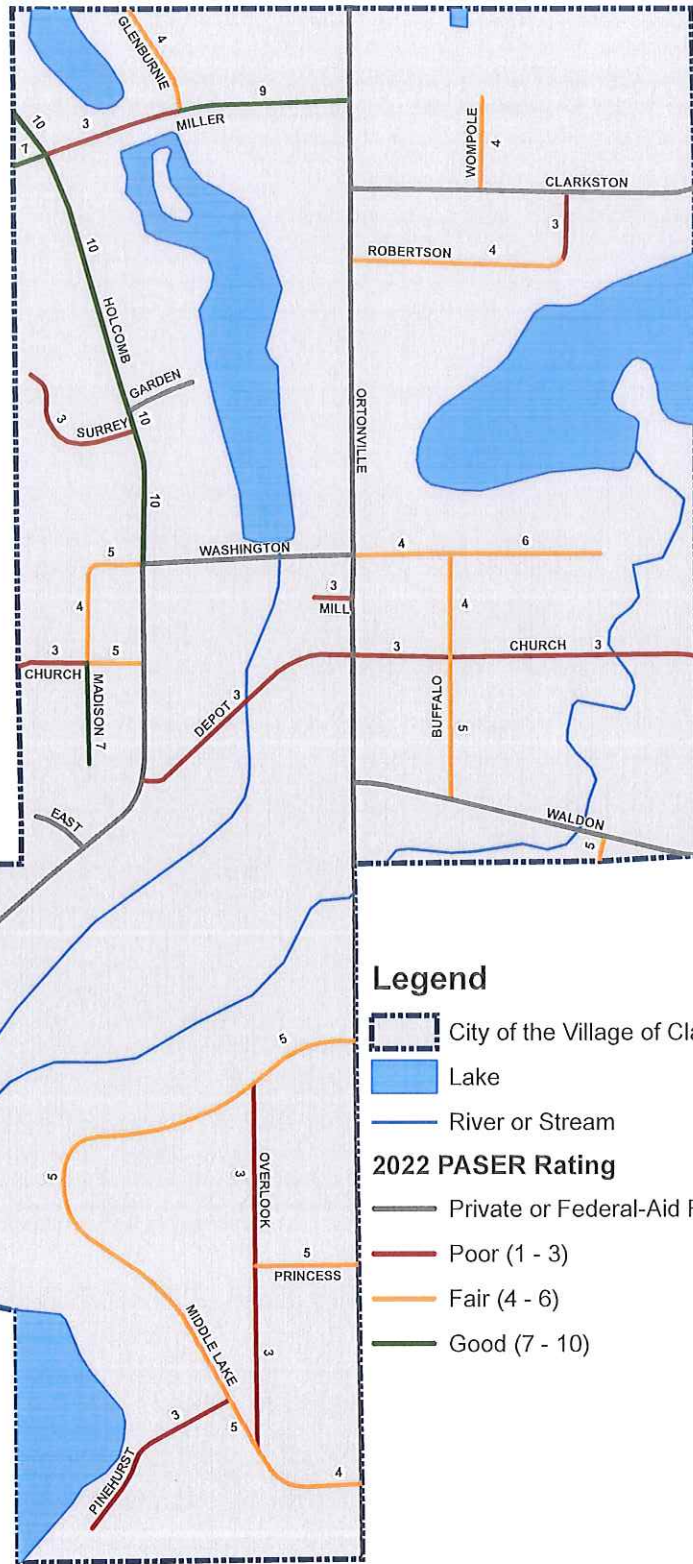
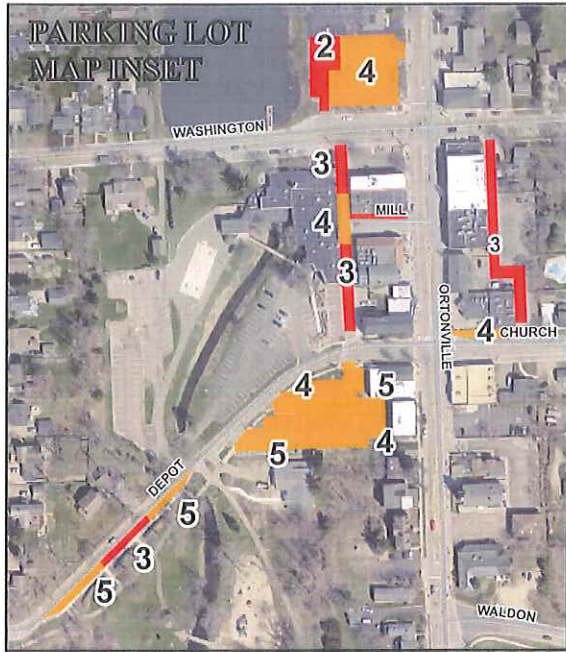
Resolution is Defeated

Jennifer Speagle, City Clerk

October 10, 2022

Date

City of the Village of Clarkston 2022 PASER Rating



Legend

- City of the Village of Clarkston
- Lake
- River or Stream
- 2022 PASER Rating**
- Private or Federal-Aid Roads
- Poor (1 - 3)
- Fair (4 - 6)
- Good (7 - 10)

Document Path: N:\Masters\GIS\municipal\Clarkston\PASER\PASERRatings.aprx



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Acceptance of Jennifer Speagle's Resignation

Jennifer Speagle, who has worked for the City since 2017 and been the City Clerk since 2019, has announced her intention to resign (see attached letter) effective Thursday, November 10, 2022 to accept a position with Independence Township.

The City Council, staff and residents thank Jennifer for her excellent work over the past 5 years and wish her the best in her new career with the Township. We will definitely miss her.

A search for a replacement will begin immediately.

Motioned by _____ and Seconded by _____ to accept Jennifer Speagle's Letter of Resignation.

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
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Motion is Adopted

Motion is Defeated

Jennifer Speagle, City Clerk

October 10, 2022

Date

10 10 2022

To City Manager Jonathan Smith and City Council,

I would like to inform you that I am resigning from my position as City Clerk for the City of the Village of Clarkston, effective November 10th, 2022.

I would like to thank City Manager Jonathan Smith and the City Council Members past and present for the opportunities for professional and personal development that you provided me over the last five years. I have enjoyed working with all of you as well as the City staff, the businesses and residents.

If I can be of any help during this transition, please let me know.

Sincerely,


Jennifer Speagle