



City of the Village of Clarkston  
375 Depot Rd  
Clarkston, Michigan 48346  
City Council Regular Meeting  
01 09 2023

1. Call To Order

2. Pledge Of Allegiance

3. Roll Call

Mayor Haven, Wylie, Casey, Fuller, Lamphier, Rodgers, Wakefield.

4. Resolution: City Clerk Appointment

Documents:

[RESOLUTION CITY CLERK APPOINTMENT 01 09 2023.PDF](#)

5. Approval Of Agenda - Motion

6. 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.

7. FYI

8. City Manager Report

Documents:

[CITY MGR REPORT 01 09 2023.PDF](#)

9. Motion: Acceptance Of Consent Agenda As Presented 01 09 2023

Minutes: Draft 12 12 2022

Final: 11 28 2022

Final: 11 14 2022

Treasurer's Report: 01 09 2023

Documents:

[01 09 2023 CONSENT AGENDA.PDF](#)

10. Old Business

10.a. Discussion: Owner Of Millpond Inn B&B

10.b. Resolution: Electrical Hookup For He Depot Road Parking Lot Kiosk

Documents:

[RESOLUTION ELECTRICAL HOOKUP FOR DEPOT LOT 01 09 2023.PDF](#)

11. New Business

11.a. Resolution: East Alley Storm Drain Cleaning And Televising

Documents:

[RESOLUTION E ALLEY STORM CLEANING 01 09 2023.PDF](#)

12. Adjourn

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

# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Motion - City Clerk Appointment

City Clerk Jennifer Speagle recently submitted her resignation notice to accept the position of Deputy Supervisor of Independence Township.

After an extensive search of over 100 candidates and 12 interviews, City Manager Jonathan Smith has selected Clarkston area resident Karen DeLorge to become the next City Clerk (resume attached).

Karen began training with Jennifer before the holidays and is already adding value in the City Office.

Motioned by \_\_\_\_\_ and Seconded by \_\_\_\_\_ to appoint Karen DeLorge to become the new City Clerk, filling the position vacated by Jennifer Speagle. The City wishes Jennifer all the best in her new position with the Township.

Casey	Forte	Fuller	Haven	Lamphier	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, Acting City Clerk

January 9, 2023

\_\_\_\_\_  
Date

# KAREN DELORGE

10103 Ellis Road, Clarkston, MI 48348 · 248-535-2462 [Kadelorge@Gmail.com](mailto:Kadelorge@Gmail.com)

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Self-motivated and resourceful office professional with 15+ years of experience.

## EXPERIENCE

**2020 - CURRENT**

**SALES ASSISTANT SPECIALIST, FELDMAN AUTO OF CLARKSTON**

Part-time Remote: Build Clientele Base via mass emails & texts, Customer Service, Follow-up on all sales leads, scheduling appointments, placing custom builds for clients. **eLeads/CRM, Microsoft Teams, Microsoft Office & Outlook.**

**2017 - 2020**

**GENERAL MANAGER & HUMAN RESOURCES, WARNER BROTHERS SERVICE**

Recruiting, retainment, on-boarding and training of all staff, Federal, State and Local laws & regulations compliant, Compensation and Employee Benefits/Payroll, Researching & inquiring healthcare benefits, Standardizing and putting in place Safety Training Classes, Created Company Handbooks & Training /Safety Manuals. **QuickBooks Pro, Timeclock, ADP, HRIS, Microsoft Teams, Microsoft Office & Google Sheets.**

**2006 - 2017**

**OFFICE MANAGER & HR ASSISTANT, CHARTER TOWNSHIP OF INDEPENDENCE**

Recruiting, retainment, on-boarding and training of office staff, Federal, State and Local laws & regulations compliant, Safety Compliance & Workplace Safety, Budget Assistant, Water & Sewer Utility Biller, Public Assistant for Poverty Exemption Claims, Assisting the public with Township Cemeteries. **BS&A, Vadim, ADP, HRIS, CAMS/City Works, Microsoft Office & Outlook.**

## EDUCATION

**MAY 2014**

**ASSOCIATES OF BUSINESS, BAKER COLLEGE**

Business Management/Accounting/Human Resources Course Work: Human Resources Management, Workplace Communication and Conflict Management. Dean's List Holder

## SKILLS

Staff Development & Training, Solid Bookkeeping Skills, I lead by example and continual self-improvement, Positive On-Boarding & Employee Support, Highly Organized & Self Motivated, enjoys solving problems & being a talented multitasker, Research, Development & Implementation Skills.

**City of the Village of Clarkston**  
**City Manager Report**  
**January 9, 2023**

**Dam Risk Reduction Grant**

We were happy to learn before the holidays that despite a record number of applicants, our pre-application request to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for a Dam Risk Reduction grant had been accepted and that we may now proceed with the full grant application. We are seeking planning and study funds as we pursue viable solutions for the Mill Pond Dam. I will be working with the Oakland County Water Resource Commission (WRC) to prepare the needed documents prior to the January 31<sup>st</sup> submission deadline.

**Depot Park Riverwalk Grant**

In addition to the EGLE grant application, I am working with our City Engineer Hubbell, Roth, and Clark to prepare the documents needed for a “SPARK” grant application to assist with design and construction costs for a new boardwalk along the Mill Race in the Depot Park wetlands. We will be applying for Rounds 2 and 3 of the Spark Grant, which is being offered through the State’s Department of Natural Resources (DNR). Due dates for Rounds 2 and 3 have not yet been announced.

**Depot Park Skating Rink**

The City thanks the Clarkston Area Optimists, the Clarkston Schools Construction Tech Program and our own DPW team for once again installing the skating rink in Depot Park. With a little help from Mother Nature, the water in the rink will soon be frozen and ready for use. Overhead lighting from the Christmas Market has been left in place to facilitate nighttime skating. Special thanks to residents Ann and Jim Degen for generously purchasing 25 bales of straw to act a seat for skaters while also protecting the outside edges of the rink!

**January is Radon Action Month**

Dangerous Radon Gas is produced from the natural decay of uranium and radium, found in rocks and soil. The gas moves through the soil and can then enter the basements and crawlspaces of homes. In Michigan where homes are closed throughout the winter, the gas can accumulate in the home and become a major health concern. It is a known cause of cancer. In Oakland County, 1 in 4 homes have Radon. In the Month of January – Radon Action Month – Radon test kits can be purchased from Oakland County for just \$5.00, half the normal price. ***To make it even easier this year, the City will also be selling the kits for \$5.00 in our office.*** Homeowners who have not tested their home in the last two-three years are strongly encouraged to buy a kit and test the Radon levels. It could be a life saver.



### City Services Change

With the start of the new year, the City is making two changes to the services offered. First, Oakland County dog licenses will be no longer sold in the office. We've been tracking sales of the licenses and determined that less than 100 were sold all year and only about 30 of these were to City residents. With many people buying the licenses online, it is just no longer cost effective for the City to sell them. On the flip side, starting in late January, the City will begin offering free notary service. Our new Clerk Karen DeLorge is currently in the process of completing her County and State notary certification.

Respectfully submitted, **Jonathan Smith, City Manager, January 9, 2023**



City of the Village of Clarkston  
Artemus M. Pappas Village Hall  
375 Depot Road  
Clarkston, Michigan 48346  
City Council Regular Meeting Minutes  
11 14 2022 **Final Minutes**

11/14/2022 - Minutes

1. Call To Order

@ 7:00pm By Mayor Haven

2. Pledge Of Allegiance

3. Oath Of Office

Mayor - Eric Haven

Council Members - Mark Lamphier, Amanda Wakefield, Sue Wylie.

Given by Clerk Speagle.

4. Motion Mayor Pro Tem Appointment

Motioned by Haven Seconded by Casey to appoint Sue Wylie to the position of Mayor Pro Tem through November 14, 2023. Casey, Fuller, Lamphier, Haven, Rodgers, Wakefield - Yes. Wylie - Abstained. Motion Carried.

5. Roll Call

Haven, Wylie, Casey, Fuller, Lamphier, Rodgers, Wakefield - Present.

6. Approval Of Agenda - Motion

Motioned by Wylie Seconded by Wakefield to approve the agenda as presented. All Aye Motion Carried.

7. Public Comments:

By Chet Pardee

After Agenda Item 14 a discussion was had with Duane Lobbestael of State Electric regarding EV chargers and charging stations.

8. FYI

Laura Rodgers gave an update on the December 10th, 2022 Christmas Market.

9. Election Update

By Clerk Speagle

10. City Manager Report

11. Motion: Acceptance Of The Consent Agenda As Presented

Motioned by Wylie Seconded by Rodgers to accept the Consent Agenda as presented. All Aye. Motion Carried.

12. Old Business

13. New Business

13.a. Discussion/Motion: Parking Ticket Appeal

Motioned by Wylie Seconded by Casey to deny Mr Ballards citation appeal (Mr Ballard did not appear) and approval to move forward with contacting the District Court to pursue the payment of the citation. All Aye Motion Carried.

13.b. Resolution: Purchase Of Parking Kiosk Hardware For Depot Rd Lot

Motioned by Wylie Seconded by Rodgers to authorize the City Manager to proceed with the purchase and installation of one payment kiosk adjacent to the Depot Road Parking lot, including electrical connections, overhead light, concrete slab and bollards with a total not-to-exceed cost of \$14,550, to be funded by the Parking Fund. Haven, Wylie, Casey, Fuller, Lamphier, Rodgers - Yes. Wakefield - No. Motion Carried.

13.c. Resolution: MDOT Non-Motorized Transportation Improvements

Motioned by Wylie Seconded by Rodgers to submit the provided plan to the State of Michigan, to achieve compliance with Section 10k of the Act 51 law. Haven, Wylie, Casey, Fuller, Lamphier, Rodgers, Wakefield - Yes. Motion Carried

14. Discussion: Presentation Of The 21/22 FY Budget Audit

Motioned by Wylie Seconded by Fuller to accept the 21/22 FY Audit presented by Rana Emmons. All Aye. Motion Carried.

15. Adjourn

Motioned by Wylie Seconded by Fuller to adjourn at 8:44pm. 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, MI 48346  
City Council Regular Meeting Minutes**

**November 28, 2022 FINAL Minutes**

1. Call to Order at 7:00 PM by Mayor Haven
2. Pledge of Allegiance.
3. Roll Call: Mayor Haven, Wylie, Casey, Fuller, Lamphier, Rodgers, Wakefield. All Present.
4. Approval of Agenda: Motioned by Wylie, supported by Casey, to approve the agenda as presented. All Aye, Motion adopted.
5. Public Comments:
  - a. None
6. FYI:

Laura Rodgers provided an update on the plans for the December 10th, 2022, Christmas Market in Depot Park.
7. Sheriff's Report for October 2022

Mayor Haven noted a significant year-over-year increase in the number of traffic citations.
8. City Manager's Report

City Manager Smith provided additional detail on the two grant applications currently underway.
9. Old Business:
  - a. Motioned by Wylie, supported by Haven to modify the agenda to add a resolution to have Jennifer Speagle continue as the City's Acting Clerk – All Aye, Motion adopted.
  - b. Resolved by Eric, supported by Wylie to have Jennifer Clerk continue as the Acting City Clerk until which time as a new Clerk has been hired - Haven, Wylie, Casey, Fuller, Lamphier, Rodgers, Wakefield – Yes, Resolution adopted.
  - c. Resolved by Wylie, supported by Casey to approve the EV Charging Station agreement with Charge EV, LLC for the installation and maintenance of 3 charging

stations after changing the date to November 28, 2022 - Haven, Wylie, Casey, Fuller, Lamphier, Wakefield – Yes, Rodgers – No, Resolution adopted.

- d. Resolved by Wylie, supported by Wakefield to approve the EV Charging Station agreement with Bowman Chevrolet for providing 3 charging stations, after changing the reference to State Electric to Charge EV, LLC - Haven, Wylie, Casey, Fuller, Lamphier, Wakefield – Yes, Rodgers – No, Resolution adopted.

10. New Business:

- a. Motioned by Wylie, supported by Haven to re-appoint City residents Nancy Moon and Maggie Sans to the Board of Trustees of the Clarkston Independence District Library (CIDL) as representatives of the City of the Village of Clarkston for the term of January 1, 2023 through December 31, 2025 - All Aye, Motion adopted.
- b. Resolved by Fuller, supported by Rodgers to approve the updated Interlocal Agreement with the Oakland County Equalization Office for providing assessing services in the City for the period January 1, 2023 to December 31, 2027 - Haven, Wylie, Casey, Fuller, Lamphier, Rodgers, Wakefield – Yes, Resolution adopted.
- c. Motioned by Wylie, supported by Haven to authorize the City Manager to formally research the possibilities of shared services with Independence Township for Sewer Billing and IT Support and then return to Council with a recommendation - All Aye, Motion adopted.

11. Adjourn:

Motion by Wiley, supported by Wakefield to adjourn at 8:17 PM. All Aye, Motion adopted.

Respectfully Submitted, Jonathan Smith, City Manager



City of the Village of Clarkston  
Artemus M. Pappas Village Hall  
375 Depot Road  
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City Council Regular Meeting Minutes

December 12, 2022 DRAFT Minutes

1. Call to Order at 7:00 PM by Mayor Haven
2. Pledge of Allegiance.
3. Roll Call: Mayor Haven, Wylie, Casey, Fuller, Lamphier, Rodgers, Wakefield. All Present.
4. Approval of Agenda: Motioned by Wylie, supported by Rodgers, to approve the agenda as presented - All Aye, Motion adopted.
5. Public Comments:
  - a. Chet Pardee
6. Sheriff's Report for November 2022

Sgt. John Ashley was introduced as the new City interface, replacing Sgt. Charlie Yon.
7. City Manager's Report

City Manager Smith announced his selection for the new City Clerk candidate, Karen DeLorge. A formal appointment will be presented in the next Council meeting.
8. Motion: Acceptance Of The Consent Agenda As Presented

Motioned by Wylie, supported by Wakefield to approve the Consent Agenda a presented. All Aye Motion Carried.
9. Old Business:
  - a. None
10. New Business:
  - a. Motion: Approval of the 2023 Angels' Place Race

Motioned by Wylie, supported by Wakefield to approve the plans for the May 13, 2023 Angels' Place Race through the Village of Clarkston – All Aye, Motion adopted.

b. Resolution – Oakland County No-Haz Program

Resolved by Casey, supported by Wakefield to participate in Oakland County's No-HAZ hazardous waste collection program in 2023 at a cost of \$85.25 for each resident that participates - Haven, Wylie, Casey, Fuller, Lamphier, Rodgers, Wakefield – Yes, Resolution adopted.

c. Motion – Planning Commission Appointment

Motioned by Haven, supported by Wylie to appoint Amanda Wakefield to the Planning Commission to replace Sue Wylie who has decided to step down from her role as Council Liaison to the Commission effective January 1, 2023 - All Aye, Motion adopted.

d. Motion – 2023 Council Meeting Schedule

Motioned by Rodgers, supported by Casey to approve the 2023 City Council Meeting Schedule as presented – All Aye, Motion adopted.

e. Motion – Cancel the 12-26-22 Council Meeting

Motioned by Wylie, supported by Wakefield to approve the cancellation of the December 26, 2022 City Council meeting – All Aye, Motion adopted.

11. Adjourn:

Motion by Wakefield, supported by Rodgers to adjourn at 7:37 PM - All Aye, Motion adopted.

Respectfully Submitted, Jonathan Smith, City Manager

# TREASURER'S REPORT FOR CITY COUNCIL MEETING:

1/9/2023

## Treasurer's Report:

### I. Disbursements from 12/01/2022 - 12/31/2022

101 General Fund	\$	23,711.77
202 Major Streets	\$	134.73
203 Local Street	\$	-
231 Parking Meter Fund	\$	737.10
236 Friends of Depot Park	\$	-
220 Mill Pond Lake	\$	-
301 GO Bond Debt	\$	-
401 Capital Projects Fund	\$	899.01
590 Sewer Fund	\$	69.78
703 Tax Fund	\$	58,647.28
<b>Total</b>	<b>\$</b>	<b>84,199.67</b>

### 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 Dec. 2022	\$	-
Tom Ryan - Professional Services (Dec Invoice)	\$	617.50
Tom Ryan - Professional Services Court (Dec Invoice)	\$	95.00
<b>Total</b>	<b>\$</b>	<b>712.50</b>

### III. Other Checks for Review

	\$	-
	\$	-
	\$	-
<b>Total</b>	<b>\$</b>	<b>-</b>
<b>GRAND TOTAL</b>	<b>\$</b>	<b>84,912.17</b>



CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
 CHECK DATE FROM 12/01/2022 - 12/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
12/07/2022	GEN	10874	74414	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	104.85
12/07/2022	GEN	10875	12/07/2022	CITY OF THE VILLAGE OF CLARK	MILL POND ASSESSMENT	934.000	265	117.23
			12/07/2022		WATER LEVEL CONTROL	956.000	265	88.11
			12/07/2022		WATER LEVEL CONTROL	956.000	265	8.81
				CHECK GEN 10875 TOTAL FOR FU				214.15
12/07/2022	GEN	10876	11/24/2022	COMCAST	TELEPHONE	850.000	172	745.42
12/07/2022	GEN	10877	204389362370	CONSUMERS ENERGY	CONSUMERS ENERGY-VH	921.000	265	196.82
12/07/2022	GEN	10878	12/7/2022	DTE ENERGY	DETROIT EDISON-VH	920.000	265	8.50
			12/7/2022		DETROIT EDISON-VH	920.000	265	22.96
			12/7/2022		DETROIT EDISON-VH	920.000	265	206.05
			12/7/2022		DTE UPPER PARKING LOT	923.000	265	200.45
			12/7/2022		DTE UPPER PARKING LOT	923.000	265	15.18
			12/7/2022		DTE UPPER PARKING LOT	923.000	265	14.79
			12/7/2022		DTE DEPOT PARK	923.001	265	22.57
				CHECK GEN 10878 TOTAL FOR FU				490.50
12/07/2022	GEN	10879	5066245203	RICOH USA, INC	SUPPLIES	726.000	172	243.27
12/07/2022	GEN	10880	11045	THOMAS J RYAN PC	LEGAL FEES	803.000	266	1,187.50
			11044		LEGAL FEES	803.000	266	190.00
				CHECK GEN 10880 TOTAL FOR FU				1,377.50
12/07/2022	GEN	10881	531985	21ST CENTURY MEDIA - MICHIGA	PUBLICATIONS	901.000	215	196.25
12/07/2022	GEN	10882	330848	VIEW NEWSPAPER GROUP	PUBLICATIONS	901.000	215	252.80
12/07/2022	GEN	10883	R60654107	YOURMEMBERSHIP.COM, INC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	199.00
12/07/2022	GEN	10884	12/7/2022	DTE ENERGY	DTE STREET LIGHTING	926.000	448	1,338.61
12/07/2022	GEN	10885	2167343	CARLISLE/WORTMAN ASSOC INC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	302	417.16
12/07/2022	GEN	10886	2167342	CARLISLE/WORTMAN ASSOCIATES,	BLDG DEPT PROFESSIONAL FEES	809.000	371	1,545.00
12/14/2022	GEN	10887	161175758	COMCAST	TELEPHONE	850.000	172	584.86
12/14/2022	GEN	10888*#	11/21/2002	HOME DEPOT CREDIT SERVICES	DPW SUPPLIES	726.000	441	64.69
			11/21/2002		DPW EQUIPMENT	726.000	446	630.61
				CHECK GEN 10888 TOTAL FOR FU				695.30

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
 CHECK DATE FROM 12/01/2022 - 12/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
12/14/2022	GEN	10889	126287	MAZZA AUTO PARTS	MATERIAL & OUTSIDE LABOR-PICKUP TR	861.001	446	119.88
12/14/2022	GEN	10890	#PC-225891	PRINTING SYSTEMS, INC.	SUPPLIES	726.000	253	88.80
12/14/2022	GEN	10891	73902	CHARTER TOWNSHIP OF INDEPEND	VEHICLES - GAS & OIL	862.000	446	103.89
12/14/2022	GEN	10892#	11/30/2022	GREAT LAKES ACE HARDWARE	DPW SUPPLIES	726.000	441	32.17
			11/30/2022		MATERIAL & OUTSIDE LABOR-PICKUP TR	861.001	446	69.15
			11/30/2022		MATERIAL & OUTSIDE LABOR-DUMP TRUC	861.007	446	34.25
				CHECK GEN 10892 TOTAL FOR FU				135.57
12/14/2022	GEN	10893	223430031004	BLUE CARE NETWORK	HEALTH INSURANCE	712.000	441	450.46
12/14/2022	GEN	10894*#	11/23/2022	CARDMEMBER SERVICE	DUES & CONFERENCES	958.000	101	12.00
			11/23/2022		TECHNOLOGY/INTERNET EXPENSE	852.000	172	121.84
			11/23/2022		PARK MATERIALS	728.000	265	234.94
			11/23/2022		DPW SUPPLIES	726.000	441	277.22
			11/23/2022		DPW EQUIPMENT	726.000	446	1,693.47
			11/23/2022		MATERIAL & OUTSIDE LABOR-DUMP TRUC	861.007	446	206.05
			11/23/2022		FUEL & OIL FOR EQUIPMENT	862.000	446	233.66
				CHECK GEN 10894 TOTAL FOR FU				2,779.18
12/21/2022	GEN	10895	73928	INDEPENDENCE TOWN. PARKS, RE	CDBG DISBURSEMENTS	957.000	265	7,000.00
12/21/2022	GEN	10896	74629	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	154.95
12/21/2022	GEN	10897	12/19/2022	STATE OF MICHIGAN	DUES & CONFERENCES	958.000	215	10.00
12/21/2022	GEN	10898	ID: 97	MICHIGAN MUNICIPAL LEAGUE	DUES & CONFERENCES	958.000	101	910.00
12/21/2022	GEN	10899	12/21/2022	LAURA RODGERS	SUPPLIES	726.000	248	1,837.44
12/21/2022	GEN	10900	12/21/2022	AMY WILSON	SUPPLIES	726.000	248	339.38
12/26/2022	GEN	10901	5023110503	RICOH USA INC	RICOH COPIER LEASE	941.000	172	202.65
12/27/2022	GEN	10903	12/31/2022	DOUG WEAVER	SALARY - BLDG INSPECTORS	805.001	371	65.00
12/27/2022	GEN	10904	12/31/2022	JEFF SHAFER	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	371	195.00
12/27/2022	GEN	10905	12/31/2022	MERLE WEST	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	371	325.00
12/27/2022	GEN	10906	157857244	ULINE	SUPPLIES	726.000	172	393.08
				Total for fund 101 GENERAL				23,711.77

01/02/2023 12:30 PM  
User: TREASURER2  
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
CHECK DATE FROM 12/01/2022 - 12/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET								
12/14/2022	GEN	10888*#	11/21/2002	HOME DEPOT CREDIT SERVICES	SUPPLIES & MTLs - NON-WINTER MAINT	726.001	451	134.73
Total for fund 202 MAJOR STREET								134.73

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 CHECK DATE FROM 12/01/2022 - 12/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 231 PARKING METER FUND								
12/07/2022	PARK	1183	IRIS0000114903	T2 SYSTEM CANADA INC	MISC EXPENSE	955.000	172	55.00
12/14/2022	PARK	1184	INV-1034856	PASSPORT LABS, INC	MISC EXPENSE	955.000	172	35.00
			INV-1035138		MISC EXPENSE	955.000	172	647.10
				CHECK PARK 1184 TOTAL FOR FU				<u>682.10</u>
					Total for fund 231 PARKING METER FUND			737.10

01/02/2023 12:30 PM  
User: TREASURER2  
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
CHECK DATE FROM 12/01/2022 - 12/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 401 CAPITAL PROJECT FUND								
12/14/2022	GEN	10894*#	11/23/2022	CARDMEMBER SERVICE	FRIENDS OF DEPOT PARK	728.000	265	692.04
12/26/2022	GEN	10902	403243352	ADT	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	901	206.97
Total for fund 401 CAPITAL PROJECT FUND								899.01



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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER								
12/21/2022	SEWER	2114	300-2112-S	GREAT LAKES WATER AUTHORITY	IWC CHARGES IND TWP	814.002	536	69.78
Total for fund 590 SEWER								69.78

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 CHECK DATE FROM 12/01/2022 - 12/31/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 703 TAX								
12/04/2022	TAX	797 (E)	12/01/2022	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	274.000	000	477.95
12/04/2022	TAX	798 (E)	12/01/2022	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	274.000	000	998.45
12/04/2022	TAX	799 (E)	12/01/2022	CITY OF CLARKSTON CVT	TAX COLLECTIONS	274.000	000	380.38
12/04/2022	TAX	800 (E)	12/01/2022	CITY OF CLARKSTON 2012 BOND	TAX COLLECTIONS	274.000	000	214.57
12/21/2022	TAX	801 (E)	12/19/2022	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	274.000	000	12,159.32
12/21/2022	TAX	802 (E)	12/19/2022	CITY OF CLARKSTON CVT	TAX COLLECTIONS	274.000	000	36,275.09
12/21/2022	TAX	803 (E)	12/19/2022	CLARKSTON INDEPENDENCE DISTR	TAX COLLECTIONS	274.000	000	7,609.68
12/21/2022	TAX	804 (E)	12/19/2022	INDEPENDENCE TOWNSHIP DELQ W	TAX COLLECTIONS	274.000	000	62.92
12/21/2022	TAX	805 (E)	12/19/2022	MILL POND ASSOCIATION	TAX COLLECTIONS	274.000	000	468.92
					Total for fund 703 TAX			58,647.28
TOTAL - ALL FUNDS								84,199.67

'\*'-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

December 29, 2022

Invoice #11050

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
12/1/2022 Review Appellant's Docketing Statement re: Lehman v Clarkston HDC - Court of Appeals	1.00 95.00/hr	95.00
12/2/2022 Review Equalization - Interlocal Agreement Designating Michael Lohmeier as Assessor of Oakland County; Phone call to City Manager; Email to City Manager re: comments to Agreement	1.00 95.00/hr	95.00
12/7/2022 Correspondence to Mr. Smith and Mr. Meloche re: Docketing Statement filed by Appellant re: Lehman v Clarkston/HDC	0.50 95.00/hr	47.50
12/8/2022 Preparation of Notification of Appellee's Counsel Vacation Schedule; Efile with Court of Appeals re: Lehman vs. Clarkston HDC	0.50 95.00/hr	47.50
Review proposed North Oakland County Household Hazardous Waste Interlocal Agreement; Email to Jonathan Smith re: comments to Agreement; if appropriate the the Mayor and City Clerk would sign and need to be witnessed.	1.00 95.00/hr	95.00
12/12/2022 Attend City Council Meeting	2.00 95.00/hr	190.00
Review City Council Packet for 12/12/22 Council Meeting	0.50 95.00/hr	47.50
<b>For professional services rendered</b>	<b>6.50</b>	<b>\$617.50</b>
<b>Previous balance</b>		<b>\$1,187.50</b>
Accounts receivable transactions		
12/13/2022 Payment - Thank YouNo. 10880		(\$1,187.50)
<b>Total payments and adjustments</b>		<b>(\$1,187.50)</b>

Jonathan Smith

Page 2

Balance due

Amount

\$617.50

**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

December 29, 2022

In Reference To: Clarkston Court/Prosecution  
Invoice #11047

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
12/7/2022 Review letter from 52/3 District Court re: formal hearing (Ticket No. 22-003142) before Judge Fabrizio	0.50 95.00/hr	47.50
12/12/2022 Review Notice to Appear from 52/2 re: pretrial hearing on 3/1/23 re: Ticket No. 22-002178	0.50 95.00/hr	47.50
<b>For professional services rendered</b>	<b>1.00</b>	<b>\$95.00</b>
<b>Previous balance</b>		<b>\$190.00</b>
Accounts receivable transactions		
12/13/2022 Payment - Thank You No. 10880		(\$190.00)
<b>Total payments and adjustments</b>		<b>(\$190.00)</b>
Balance due		<u><u>\$95.00</u></u>



# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Resolution - Electrical Hookup for the Depot Road Parking Lot Kiosk

**WHEREAS**, on October 10, 2022, Council approved a resolution to convert the City's Depot Road parking lot to a paid lot and on November 14, 2022 a resolution was approved to spend \$14,550 of the budgeted \$18,000 to purchase and install a payment kiosk and overhead light similar to the Washington & Main parking lot, and;

**WHEREAS**, the cost of the payment kiosk, including installation and setup will be \$11,950, and;

**WHEREAS**, the City's dedicated electrical contractor (Hutchinson Electric) recently provided an estimate to run electrical service to the kiosk from the City Office building via directional boring as well as provide a 24" square concrete foundation and overhead light for \$9,150, bringing the total cost to \$21,100 (\$11,950 + \$9,150), and;

**NOW THEREFORE, BE IT RESOLVED** that the City of the Village of Clarkston hereby authorizes the City Manager to proceed with the purchase and installation of a payment kiosk adjacent to the Depot Road parking lot, including electrical connections, overhead light and concrete slab with a total not-to-exceed cost of \$21,100, to be funded by the Parking Fund.

Casey	Forte	Fuller	Haven	Lamphier	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

\_\_\_\_\_  
Karen DeLorge, City Clerk

January 9, 2023

\_\_\_\_\_  
Date



# Traffic & Safety Control Systems, Inc.

November 8, 2022

Village of Clarkston  
375 Depot,  
Clarkston, MI 48346  
Attn: Jonathan Smith

## RE: LUKE II Pay Stations

Per your request, the following details and pricing are to provide and install (1) LUKE II parking pay stations. Equipment comes with a 1 year parts, software, and labor warranty. Please review and contact me should you have any questions.

### Equipment List

- (1) LUKE II units featuring coin, cc, Verizon cellular, AC120 power
- (1) SIM Cards
- (1) Sets of GREEN Pay Station Keys
- (1) Coin Canister Keys

Equipment	\$ 10,445.00
Installation / Labor Costs	\$ 925.00
Shipping	\$ 580.00
<b>Total Cost</b>	<b>\$ 11,950.00</b>

### Installation to include the following:

1. Mount all control equipment.
2. Pull necessary control wires and terminate all wires.
3. Final tune-in and checkout of control systems.
4. One-year warranty on NEW equipment covering all parts necessary to repair or replace defective parts due to normal wear and tear. Acts of God, vandalism, or misuse is not covered. Any modifications of the unit will result in a void warranty.
5. Training will consist of (1) hours either on the job site or at our shop. All hours in excess of this amount will be invoiced at \$95.00 per hour.

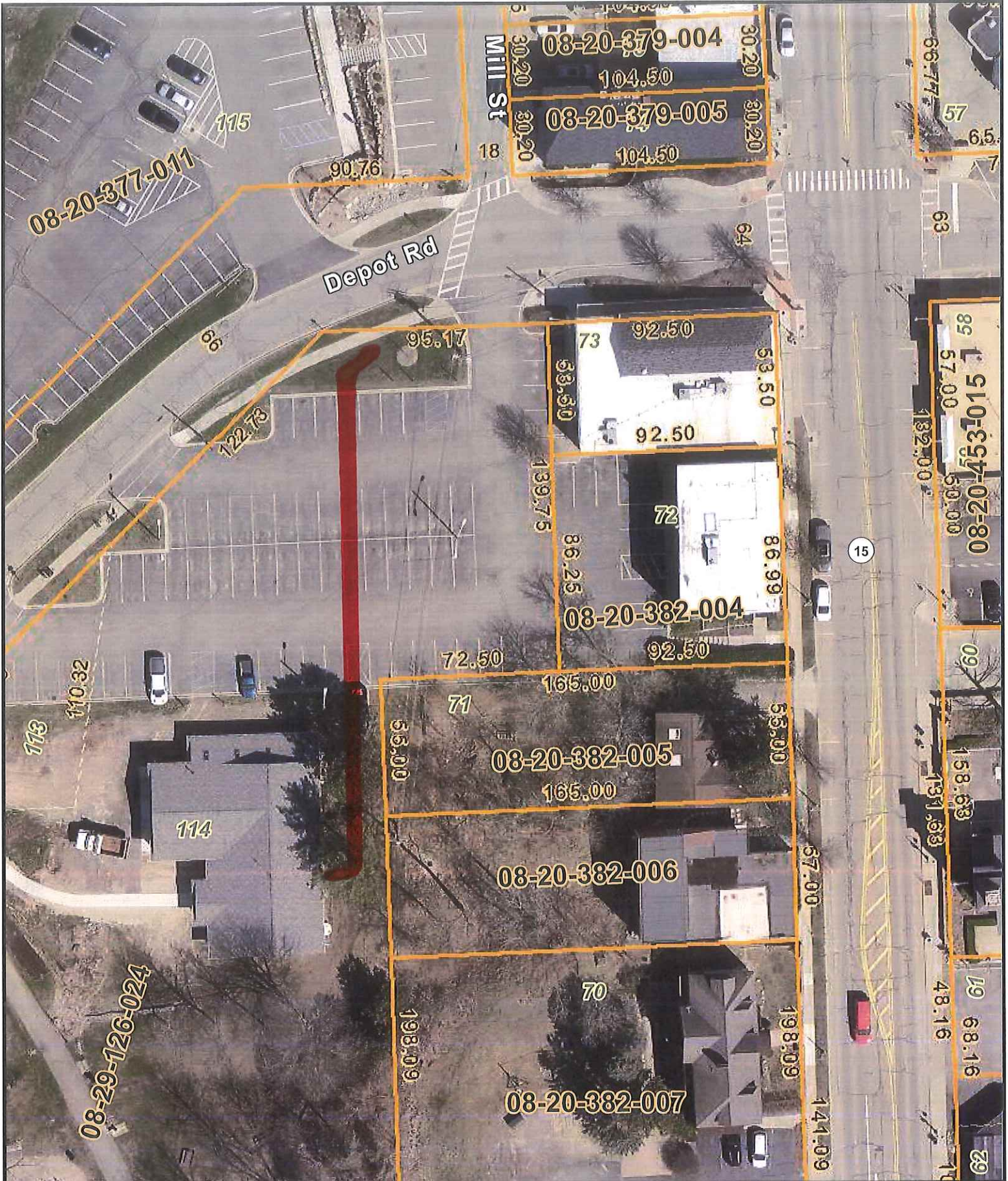
### Notes:

1. This quote is valid for 90 days from the indicated quote date.
2. Terms are 50% of project cost due upon quote acceptance. 25% due upon start of installation. Remaining 25% due upon job completion. If paying with a debit/credit card add 3% to the total cost of the quote. A 6% sales tax will be added if applicable. 1 ½% per month finance charge will be added to all invoices older than 30 days.
3. 3rd party payment fees will be billed back to customer upon completion of work.
4. Change orders to job need to be submitted in writing and will be quoted separately.
5. This work to be completed during normal business hours. M-F, 8:30a – 5pm.





# Depot Road Parking Lot



- 2 Foot Contours
- 5 Foot Contours
- FEMA Base Flood Elevations
- FEMA Cross Sections
- 100 yr - FEMA Floodplain
- 100 yr (detailed) - FEMA Floodplain
- 500 yr - FEMA Floodplain
- FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.



David Coulter  
Oakland County Executive

Date Created: 12/28/2022





# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Resolution - East Alley Storm Drain Cleaning and Televising

WHEREAS, City Engineer Hubbell, Roth & Clark (HRC) previously determined that the storm drain in the East Alley (behind 2 South Brunch House, Essence on Main, the Bake Shop and Society) is failing and will likely need a full replacement, and;

WHEREAS, HRC prepared the attached Construction Plan to be used for contractor bidding, and;

WHEREAS, HRC also recommended that the existing storm piping first be cleaned and televised to better assess the specific work needed, and;

WHEREAS, HRC obtained quotes for this work of \$2,080 from Metro Environmental Services and \$2,400 from Pipetek Infrastructure Services (see attached), and;

**NOW THEREFORE, BE IT RESOLVED** that the City of the Village of Clarkston hereby authorizes the City Manager to contract with the low bidder (Metro Environmental Services) to clean and televise the East Alley Storm Drain for a not-to-exceed amount of \$2,185 (\$2,080 plus a 5% provision), to be paid from the Capital Project Fund, Professional & Contractual Services budget (401-901-805.001).

Casey	Forte	Fuller	Haven	Lamphier	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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<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

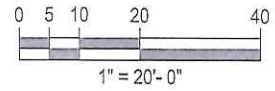
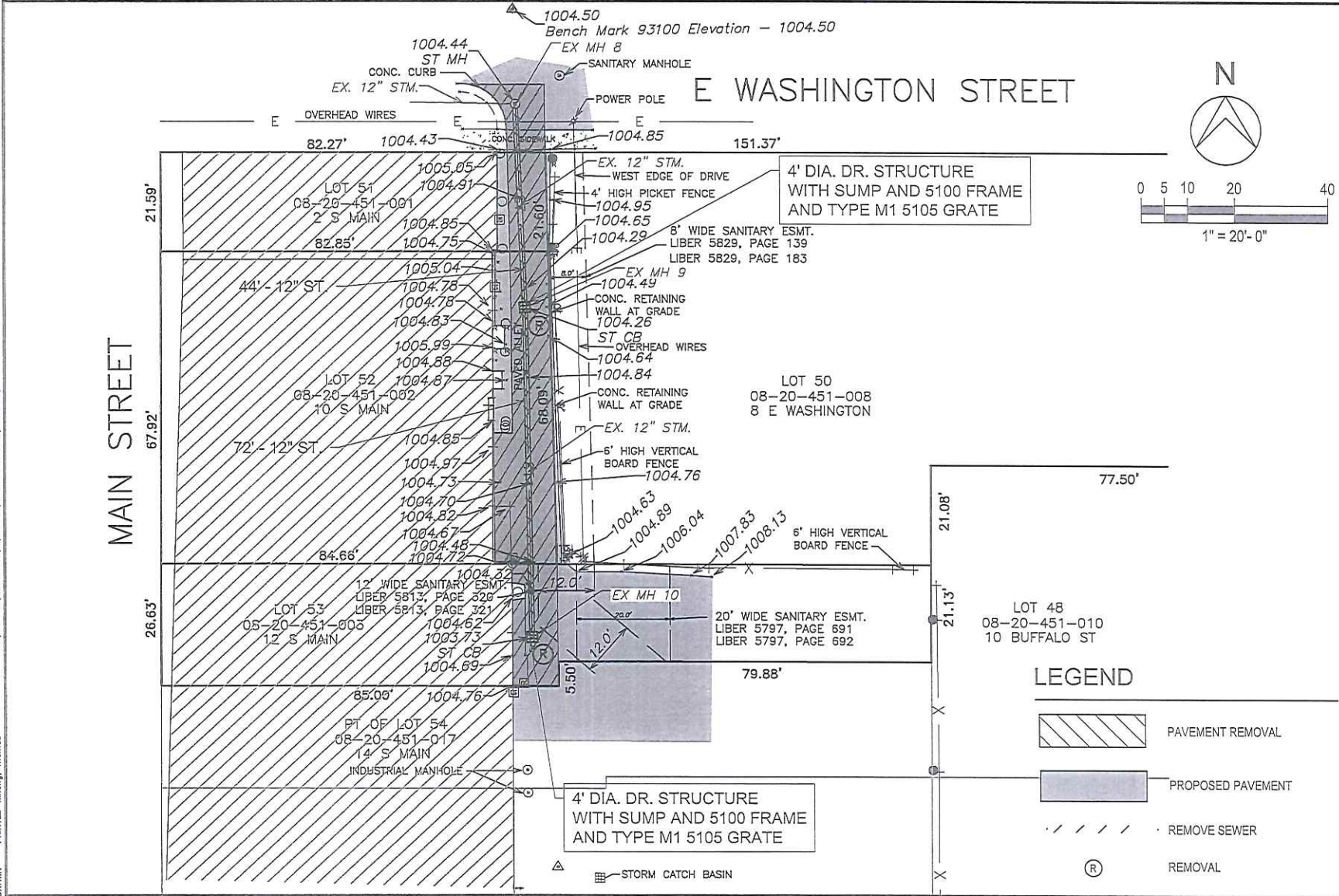
Resolution is Adopted

Resolution is Defeated

\_\_\_\_\_  
Karen DeLorge, City Clerk

\_\_\_\_\_  
January 9, 2023

\_\_\_\_\_  
Date

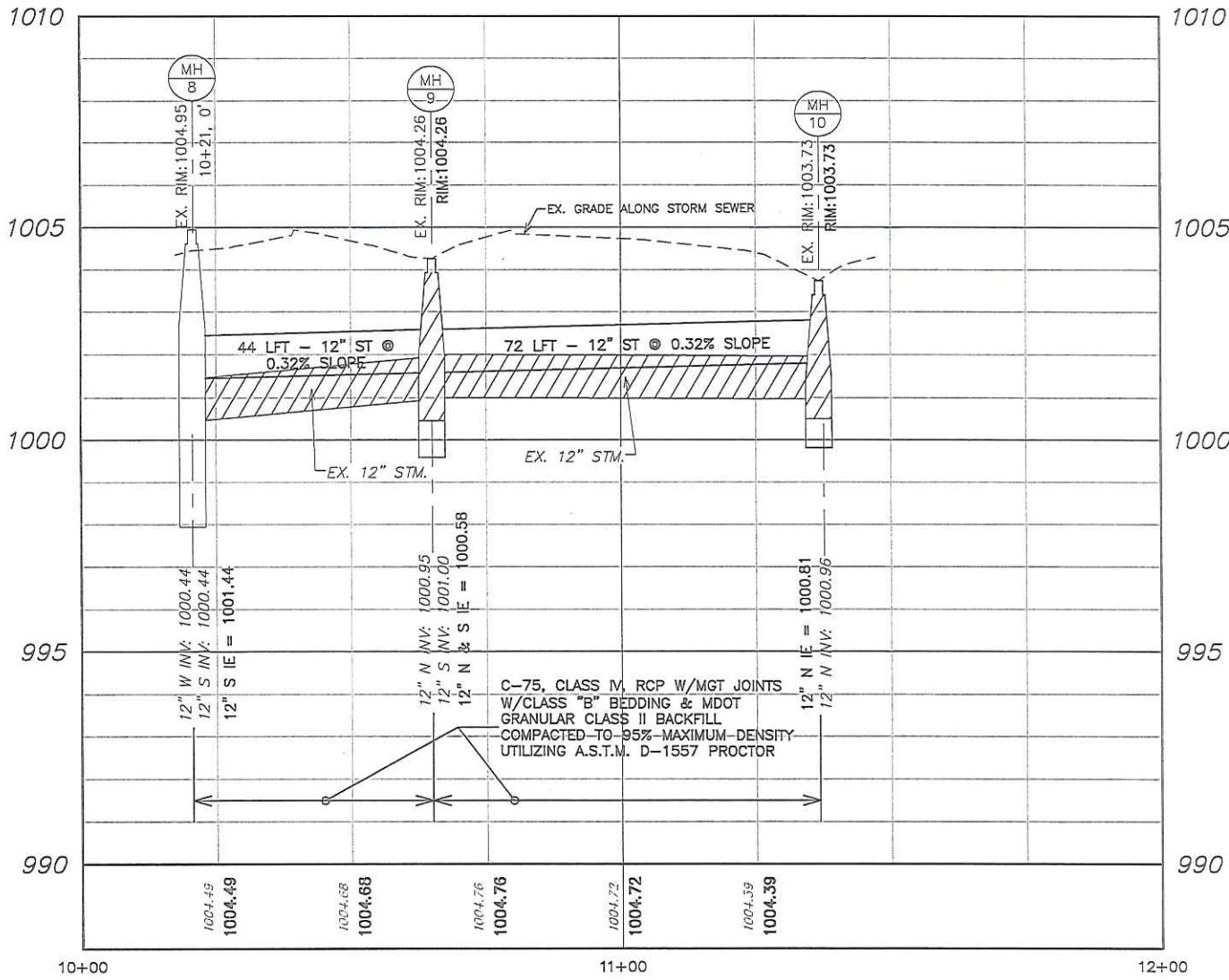


**HRC**  
**HUBBELL, ROTH & CLARK, INC.**  
 CONSULTING ENGINEERS SINCE 1915  
 555 HULET DRIVE  
 BLOOMFIELD HILLS, MICH. 48303-0324

**MAIN STREET**  
**CLARKSTON, MI**  
**CONSTRUCTION PLAN**

JOB NO. 20170785	DATE
	Nov 2022
SHEET NO. C-1	





SCALE: VERT. 2" = 5'  
HORIZ. 1" = 20'

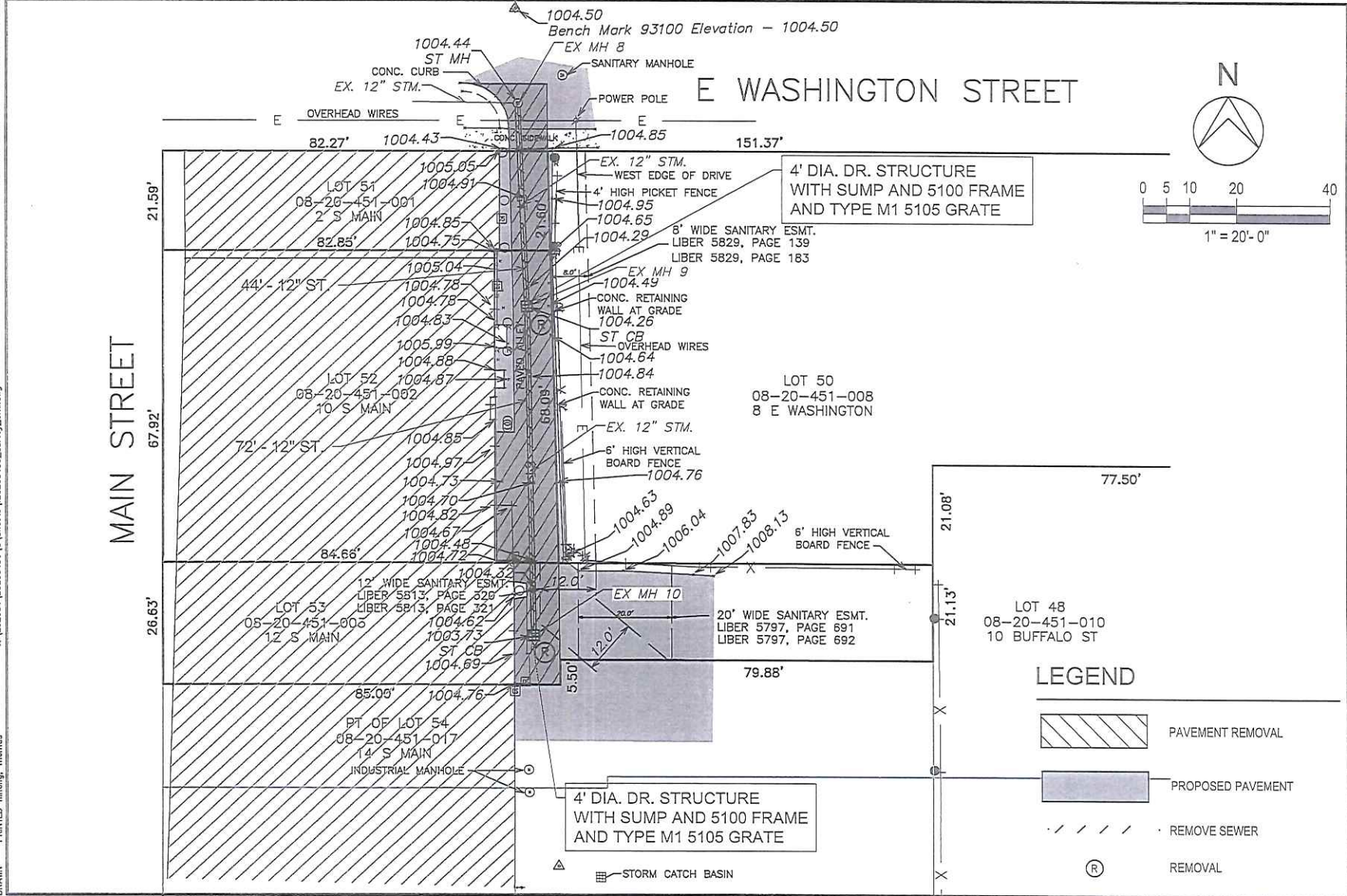


**HRC**  
**HUBBELL, ROTH & CLARK, INC.**  
 CONSULTING ENGINEERS SINCE 1915  
 555 INLET DRIVE  
 BLOOMFIELD HILLS, MICH. 48304-0824

**MAIN STREET  
 CLARKSTON, MI  
 STORM PROFILE**

JOB NO. 20170785	DATE Nov 2022
---------------------	------------------

SHEET NO.  
**C-2**



**HRC**  
**HUBBELL, ROTH & CLARK, INC**  
 CONSULTING ENGINEERS SINCE 1915  
 655 INLET DRIVE  
 BLOOMFIELD HILLS, MICH. 48309-0624

**MAIN STREET  
 CLARKSTON, MI  
 CONSTRUCTION PLAN**

JOB NO.  
20170785

DATE  
Nov 2022

SHEET NO.  
**C-1**

**METRO SEWER CLEANERS**  
**METRO ENVIRONMENTAL SERVICES, INC.**

P.O. BOX 725 • WALLED LAKE, MICHIGAN 48390-0725

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January 3, 2023

Hubbell Roth & Clark, Inc.  
555 Hulet Drive  
P.O. Box 824  
Bloomfield Hills, MI 48303  
Tel: (248) 535-3342  
(248) 454-6379

Attn: Matt Slicker (mslicker@hrcengr.com)

RE: East Alley, Clarkston, MI

We are pleased to quote on the following services:

QUOTE: Vactor / Video Inspection  
\$895.00 1<sup>st</sup> hour  
\$395.00 Each additional hour

Estimate: 3-4 hours

\*There may be an additional charge if special insurance certificates are required

Thank you for the opportunity to bid on your sewer needs. Should you have any questions, please don't hesitate to call our office.

Sincerely,

Drew Mapes  
Vice President  
DM/nt



TERMS OF SERVICE AGREEMENT:

1. The afore mentioned program, procedures, and materials (equipment) will be provided by Metro Sewer Cleaners to Hubbell, Roth & Clark, Inc., Bloomfield Hills, Michigan.
2. The prices, proposed program and procedures are acceptable as written.
3. Payment terms shall be Net 10 days. A Charge of 1 ½% per month will be added to any balance over 10 days.
4. A Waiver of lien, if requested, will be submitted upon final payment.
5. Customer has no previous agreement or contract with any other party to perform above work, where by Metro Sewer Cleaners would be in breach of such contract.
6. Unnecessary emergency calls, deliberate or intentional misuse which may effect the normal use of the liquid waste system covered by this agreement will be billed as an unaffected portion of this service agreement.
7. The undersigned has determined to the best of his knowledge that the afore mentioned sewer line contains no hazardous, industrial or toxic materials. This information is subject to Michigan Right to Know Laws.

TERMS OF SERVICE CONTINUED

8. In the event that toxic, industrial or hazard waste materials are suspect, the generator will furnish an EPA number and identification and special handling charges and/or disposal charges is to be borne by the generator.
9. In the event that anything underground is not brought to our attention or properly marked, prior to or during excavating Metro will not be held responsible.
10. The undersigned has read all the terms, and is authorized as a representative of Hubbell, Roth & Clark, Inc. to execute this agreement.
11. Bid validation good for 30 days unless waived by a Metro Sewer Cleaners representative.

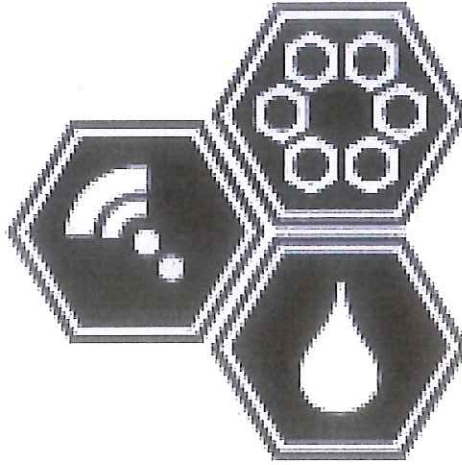
Customer Representative \_\_\_\_\_ Date \_\_\_\_\_

Title or Position \_\_\_\_\_

Metro Sewer Cleaners

Name Drew Mapes Date 1/3/2023  
Vice President

**Please Sign and Return**



## Pipetek Infrastructure Services Proposal

[www.pipetekservices.com](http://www.pipetekservices.com)

**Contact:** Zack Miller  
15155 Fogg St., Plymouth, MI 48170  
[zmiller@pipetekservices.com](mailto:zmiller@pipetekservices.com)  
248 - 519 - 3054





CONSISTENTLY EXCEEDING EXPECTATIONS

Pipetek Infrastructure Services
15155 Fogg St., Plymouth, MI 48170
Phone: (734) 921-3054 Email: office@pipetekservices.com

Date 1/3/2023
Quotation # 1323-1001
Customer ID H.R.C.

Quotation For
Matt Slicker
Hubbell Roth & Clark Inc.
555 Hulet Dr., Bloomfield Twp, MI 48302

Quotation valid until: 2/3/2023
Prepared by: Zack Miller

Scope of Work

Description: Cleaning and Televising of approximately 200 feet of Storm sewers on E Washington St. and a connecting alleyway in Downtown Clarkston, MI.

Note: We will need contact information or assistance from the City to reach out to the resident at 8 E. Washington St. To avoid the use of traffic control we will need to block the driveway to this home. A Four (4) hour minimum will apply, each hour after the fourth will be charged individually.

Table with 6 columns: Service Item, Description, Unit Price, Unit, Qty., Amount. Rows include CCTV Unit & Crew, Combination Unit & Crew, Mobilization, and Material Disposal.

This estimate is a "budgetary estimate" to complete the work as listed in the "scope of work". If project varies from that described in "Scope of Work", or if unexpected conditions are encountered, then additional charges shall apply. All work will be completed in accordance with the terms and conditions attached.

Summary table with Subtotal (\$ 2,400.00), Other, and TOTAL (\$ 2,400.00).

If you have any questions concerning this quotation, please contact: Zack Miller

Thank you for your business!

Company:
Name (print):
Signature:

PO Number:
Title:
Date:

**General Notes & Pipetek Responsibilites**

1. End of the day summary will be provided to customer each day of services.
2. Final deliverable of videos and data will be provided to customer via a cloud storage link unless otherwise requested. Deliverable processing time is one week unless rush delivery is requested.
3. Any additional third party services provided by Pipetek outside of our Scope of Work shall be charged out at cost + 15%.
4. For additional labor, specialized equipment, and out of the ordinary set-up, a project-by-project evaluation at the field level will be completed and presented to make note of additional charges.
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Terms of Payment - Net 30 days from date of invoice. Late invoices are subject to service fees.
7. Zero (0) % retainage is withheld, unless prior approval from UIS.
8. Taxes – tax will be added to quote pricing as required by State/Local governments.
9. A 4-hour minimum charge applies to the cleaning truck if requested onsite for sewer cleaning
10. If cleaning operations are requested, Pipetek will off load material at an approved facility. Travel to and from an approved facility is considered part of the work day and charged at the hourly rate. Note this will not apply if debris is dumped directly on job site.

**Client Responsibilities**

1. Access to the job site, including permits and permission from property owners, utilities, and government agents.
2. Establish, maintain and remediate accessible water source if cleaning operations are requested.
3. Specific direction and locations to jobsite along with any site plans.
4. Any project delays caused by others that result in downtime of Pipetek Crews will be billed at the hourly rates.
5. Notify Pipetek of all billing requirements and any appropriate purchase orders, job numbers, etc. that would be necessary to release payment to Pipetek. This must be done prior to the first day of work.
6. Notify Pipetek of any of the following: Certified payrolls, OCIP requirements, prevailing wages.
7. Additional insurance requirements over what Pipetek already has in place.

Company: \_\_\_\_\_

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



CONSISTENTLY EXCEEDING EXPECTATIONS

#### 1. Definitions.

"Service Provider" shall mean Pipetek Infrastructure Services, LLC. (Pipetek). "Buyer" shall mean any party who contracts to purchase Services from Service Provider, as indicated on a service agreement or a statement of work. "Services" shall mean those services and any related goods ordered by Buyer from Service Provider pursuant to a service agreement accepted by Service Provider. "Credit Application" shall mean Service Provider's form of credit application, as may be amended from time to time, the review and written approval of which is a pre-requisite to Service Provider entering into any type of binding agreement with Buyer to provide Services. "USA" shall mean the United States of America.

#### 2. Terms of Service Agreement Acceptance and Complete Agreement

(a) Acceptance. Buyer's order for Services is binding only when accepted in writing by an authorized representative of Service Provider, and is accepted subject to all of Service Provider's Standard Terms and Conditions of Services, which constitute the complete agreement between the parties. Buyer's acceptance of delivery and performance of Services evidences Buyer's acceptance of all of Service Provider's Standard Terms and Conditions of Services.

(b) No Acceptance. Service Provider's performance under any Buyer service agreement or a statement of work does not constitute an acceptance of any provision of any Buyer service agreement that is different from or additional to Service Provider's Standard Terms and Conditions of Services, and any such different or additional provisions are hereby expressly rejected and are void.

#### 3. Buyer's Obligations.

(a) Services. Buyer shall: (i) cooperate with Service Provider in all matters relating to Services and provide such access to Buyer's premises, and other facilities as may reasonably be requested by Service Provider, for the purposes of performing Services; (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of the service agreement; (iii) provide such Buyer materials or information as Service Provider may reasonably request and Buyer considers reasonably necessary to carry out Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to Services before the date on which Services are to start.

#### 4. Buyer's Acts or Omissions.

If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. Service Provider shall not be deemed in breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

#### 5. Taxes and Fees.

Unless expressly stated and agreed to in writing by Service Provider, quoted prices do not include any shipping and handling charges, sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or shall reimburse Service Provider if Service Provider is required to collect and pay them.

#### 6. Representations and Warranties; Limitation of Remedy.

(a) Service Provider represents and warrants to Buyer that it shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the service agreement.

(b) Service Provider shall not be liable to a breach of the warranty set forth in Section 6(a) unless Buyer gives written notice of the defective Services, reasonably described, to Service Provider within three (3) days of the time when Buyer discovers or ought to have discovered that Services were defective.

(c) The sole and exclusive remedy of Buyer for any liability of Service Provider of any kind, including (i) warranty, express or implied, whether contained in the terms and conditions hereof or in any terms additional or supplemental hereto, (ii) contract, (iii) negligence, (iv) tort, or (v) otherwise, is limited to Service Provider's repair or re-performance of Services. The sole and exclusive remedy for goods related to Services shall be Service Provider's repair or replacement of those related goods the examination of which by Service Provider reveals material defects during the warranty period or, at Service Provider's option, a refund to Buyer of the money paid to Services Provider for such goods. The warranty period shall begin on the date of completion of Services on Service Provider's invoice and shall continue for a period of one (1) year thereafter for all Services. This limited warranty shall not extend to any Services that have been modified, disassembled, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner.

(d) EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

#### 7. Limitation of Liability.

(a) SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR AND RE-PERFORMANCE OF SERVICES WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY NOTICE BY BUYER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER. Buyer agrees to indemnify and hold Service Provider harmless from and against all liabilities, claims, or demands of third parties of any kind relating to Services and the use of any related goods arising after performance of Services.

(b) The limitation of liability set forth in Section 7(a) above shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.



**8. Rejection or Claims.**

A rejection of Services for non-conformity, or a claim of incomplete performance and/or damage by Buyer, shall not be effective unless it is made, and written notice thereof is given to Service Provider, within thirty (30) days after Services are provided to Buyer; or, with respect to any goods related to Services, within thirty (30) days after such related goods arrive at the destination specified in Service Provider's statement of work. Service Provider reserves the right to inspect the site of supposed non-conforming Services and to determine lack of conformity in its sole discretion.

**9. Performance Dates.**

Service Provider shall use reasonable efforts to meet any performance dates specified in the service agreement, and any such dates shall be estimates only.

**10. Failure to Take Delivery.**

If Buyer fails to take delivery of any goods related to Services, or any part thereof, such related goods not delivered shall be held at Buyer's sole risk in all respects. Service Provider, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such related goods or may resell same for Buyer's account. The delivery date(s) quoted are based on Service Provider's best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting Service Agreement. Service Provider reserves the right to make either early delivery or partial delivery upon prior notice to Buyer as provided in Section 23 hereof and to invoice Buyer accordingly.

**11. Title and Risk of Loss or Damage.**

Title, risk of loss and/or damage shall pass to Buyer when any goods related to Services are made available to the carrier at Service Provider's facility.

**12. Payment Terms.**

All payments are due thirty (30) days from date of invoice in U.S. Dollars, unless otherwise specified by Service Provider. Buyer's failure to make payment when due will be a material breach of the service agreement and these Standard Terms and Conditions of Services. Subject to applicable law, amounts unpaid after such date may, at Service Provider's discretion, bear interest from the date of the Invoice at a rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum. Service Provider shall be entitled to reimbursement from Buyer for all costs and fees, including reasonable attorneys' fees, incurred by Service Provider in the collection of any overdue amounts. Service Provider, at its sole option and without incurring any liability, may suspend its performance of Services until such time as any overdue payment is made or Service Provider receives assurances, adequate in Service Provider's opinion, that the payment will be promptly made. In the event of such suspension of performance of Services by Service Provider, there will be an equitable adjustment made to the remaining performance schedule and pricing to reflect the duration and cost resulting from such suspension. Buyer may only suspend performance upon Service Provider's written consent. In the event of such Buyer suspension, the performance time will be changed, taking into account the suspension, and Buyer will promptly pay Service Provider for all costs, including related overhead costs, resulting from such suspension. All terms of the Credit Application are incorporated into and are part of this Agreement.

**13. Cancellation.**

Except as otherwise expressly provided in a statement of work, the service agreement shall be cancelled only by mutual written consent of the parties. Notice is hereby given that Service Provider shall not consent to cancellation if Buyer has bound itself to purchase Services. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of performance of Services or any part thereof, has not otherwise performed or complied with any of the terms of the service agreement, in whole or in part; or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or if Service Provider has received any adverse credit information about Buyer, Service Provider may delay performance and/or cancel performance of Services without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent performance of Services or any part thereof, Service Provider, at Service Provider's option, may cancel the performance of Services without liability. In the event any Services shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Service Provider shall have the right to cancel performance of Services without liability.

**14. Default.**

If Buyer breaches or is otherwise in default under the service agreement or under any other contract between the parties hereto, Service Provider at its sole option, may defer performance of Services until the default is cured, or may treat the default as a repudiation by Buyer of the service agreement in its entirety, and hold Buyer liable for such damages as Service Provider may incur, including consequential and incidental damages. For purposes hereof, Buyer's insolvency shall be a default.

**15. Waiver.**

No waiver by Service Provider of any of the provisions of the service agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the service agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**16. Force Majeure.** Service Provider shall be free from any liability for delay or failure in performance of Services arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, terrorist acts, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Service Provider's control affecting production and performance of Services, including disturbances existing on the date of the service agreement or a statement of work. In such a situation, if performance is not made during the period contracted for, Buyer shall accept performance under the service agreement when performance is made; provided, however, Buyer shall not be obligated to accept performance if performance is not made within a reasonable time after the cessation of the aforementioned impediments or causes.

**17. Intellectual Property.**

All the designs, know-how, innovations, inventions and discoveries related to Services provided under this transaction shall be and remain the property of Service Provider.

**18. Confidential Information.**

(a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by Service Provider to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and the service agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Service Provider. Confidential Information does not include information that is (i) in the public domain; (ii) known to Buyer at the time of the disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

(b) Buyer agrees to use the Confidential Information only to make use of Services, and deliverables.

(c) Service Provider shall be entitled to injunctive relief for any violation of this Section.

**19. Integration.**

The service agreement, these Standard Terms and Conditions of Services, and a statement of work supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions of Services will control. Any amendment to these Standard Terms and Conditions of Services must be in writing and signed by both parties.

**20. Assignment.**

Buyer acknowledges that no service agreement or statement of work, nor the obligations represented thereby, may be assigned or delegated, in whole or in part by Buyer, without the prior written consent of Service Provider. Buyer's unauthorized attempt to assign or delegate any rights or obligations shall serve as grounds for termination of the service agreement.

**21. Severability.**

Service Provider and Buyer agree that each and every paragraph, sentence, clause, term and provision of these Standard Terms and Conditions of Services is severable and that, in the event any portion hereof is adjudged to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.

**22. Relationship of the Parties.**

The relationship between the parties is that of independent contractors. Nothing contained in these Standard Terms and Conditions of Services or the service agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**23. Notices.**

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the service agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the service agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

**24. Governing Law; Venue.**

All matters involving the validity, interpretation and application of these Standard Terms and Conditions of Services will be controlled by the laws of the State of Michigan, United States of America and Buyer and Service Provider hereby irrevocably consent to the jurisdiction of the state and federal courts located in Wayne County, Michigan for the resolution of any disputes arising under these Standard Terms and Conditions of Services and the service agreement.

**25. Collection, Use and Disclosure of Information.**

Notwithstanding section 18, by submitting an application for the Services, Buyer consents to and authorizes Service Provider and its service providers to use the personal information, confidential information, financial information and other details (collectively "Information") about Buyer that Buyer has provided to:

(a) Conduct, or arrange for a Credit Agency to conduct, "soft" or "hard" credit checks from time to time for up to one year after Buyer submits an application and Service Provider exchanges information with Credit Agencies;

(b) Conduct, or arrange for third parties to conduct, risk assessments and identity and payment verification checks from time to time;

(c) Assess Buyer's application for the Services based on the results of the credit, risk assessment, and identity and payment verification checks;

(d) Periodically review and verify Buyer creditworthiness, establish credit and hold limits, help Service Provider collect a debt or enforce an obligation owed to Service Provider by Buyer, and/or manage and assess risk; and

(e) Issue a decision to grant or deny Buyer's application for credit. Service Provider shall determine in its sole discretion whether to grant any credit to Buyer and, if so, the amount of any such credit. Service Provider has no obligation to grant any credit, and any granting of credit is without commitment to provide any future credit.