



City of the Village of Clarkston
375 Depot Rd
Clarkston, Michigan 48346
City Council Regular Meeting
12 12 2022

1. Call To Order
2. Pledge Of Allegiance
3. Approval Of Agenda - Motion

4. 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.

5. Sheriff Report For November 2022

Documents:

[SHERIFF REPORT NOVEMBER 2022.PDF](#)

6. City Manager Report

Documents:

[CITY MGR REPORT 12 12 2022.PDF](#)

7. Motion: Acceptance Of The Consent Agenda As Presented 11 28 2022 & 12 12 2022
Final 10 24 2022

Draft 11 14 2022

Draft 11 28 2022

Treasurer's Report 11 28 2022 & 12 12 2022

Documents:

[CONSENT AGENDA FOR 11-28 AND 12-12 COUNCIL 12 12 2022.PDF](#)

8. Old Business

9. New Business

9.a. Motion: Approval Of The 2023 Angel's Place Race

Documents:

[MOTION - ANGELS PLACE RACE 12 12 2022.PDF](#)

9.b. Resolution: Participation In The Oakland County NoHaz Recycling Program

Documents:

[RESOLUTION NORTH OAKLAND NOHAZ 12 12 2022.PDF](#)

9.c. Motion: Appointment Of Amanda Wakefield As Council Liaison To Planning Commission

Documents:

[MOTION - PLANNING COMM APPT 12 12 2022.PDF](#)

9.d. Motion: Approval Of The 2023 Council Meeting Dates

Documents:

[MOTION - 2023 COUNCIL SCHEDULE 12 12 2022.PDF](#)

9.e. Motion: Cancellation Of The December 26th, 2022 Council Meeting

Documents:

[MOTION - CANCEL 12-26-22 MEETING 12 12 2022.PDF](#)

10. Adjourn

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

**OAKLAND COUNTY SHERIFF DEPARTMENT
INDEPENDENCE SUBSTATION**

TO: John Smith, City Manager

FROM: Lieutenant Richard Cummins, Substation Commander

SUBJECT: City of the Village of Clarkston Monthly Report

	2022												2022	2021
ARRESTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD
Felony (CLR-059)	0	0	0	2	1	0	3	3	0	0	0		9	12
Misdemeanors (CLR-059)	14	6	13	10	33	0	9	1	0	0	0		86	69
MICR:														
Violent Crimes (CLR-004)	1	0	1	5	2	0	0	0	0	0	0		9	6
Property Crimes (CLR-004)	4	2	2	7	5	0	1	0	2	0	0		23	13
TRAFFIC:														
Monthly Citations Citation Report	3	1	13	14	11	5	27	27	21	58	70		250	80
Crashes - Crash Report	3	3	0	0	1	1	4	1	2	4	5		24	26
LIQUOR INSPECTION ACTIVITY:														
Alcohol Compliance Checks (AE)	0	0	0	0	0	0	0	0	0	0	0		0	2
Violations (CLR-065)	0	0	0	0	0	0	0	0	0	0	0		0	0
COMMUNITY LIAISON:														
Community Meetings L3535	1	0	0	2	0	2	0	2	2	2	1		1	8
Community Other L3539	0	0	0	0	0	0	0	0	0	0	0		0	0
STATION STATISTICS:														
Calls for Service (CLR-065)	147	105	157	156	178	139	162	180	189	194	195		1802	1387

City of the Village of Clarkston
City Manager Report
December 12, 2022

Grant Application Submitted

With help from Oakland County's Water Resource Commission (WRC), I was able to complete and submit a pre-proposal application for a Dam Risk Reduction Grant through the State's Department of Environment, Great Lakes, and Energy (EGLE). If this pre-proposal application is accepted, we will then be invited to submit a full application in late January. Our goal is to initially seek funding to design and engineer a long-term solution for Clarkston's Mill Pond Dam. A subsequent grant would be pursued for construction funding. It is becoming clear that this will be a multi-step and multi-year project.

City Clerk Search

After reviewing the resumes of 72 possible candidates for our open City Clerk position and personally interviewing 9 candidates, I am pleased to report that I have selected a replacement for Jennifer Speagle. It is my plan to extend an offer to the lead candidate on Monday, December 12th and, if accepted, notify the other interviewed candidates. A formal announcement will then be made.

Respectfully submitted, **Jonathan Smith, City Manager, December 8, 2022**



City of the Village of Clarkston
Artemus M. Pappas Village Hall
375 Depot Road
Clarkston, Michigan 48346
City Council Regular Meeting Minutes
10 24 2022 Draft Minutes

10/24/2022 - Minutes

1. Call To Order

@ 7:00pm by Mayor Haven.

2. Pledge Of Allegiance

3. Roll Call

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

4. Approval Of Agenda - Motion

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

5. Public Comments:

Nancy Moon - Paid Parking.

Jonathan Smith - Paid Parking resolutions from 10 10 2022 Council Meeting.

Amanda Wakefield - Paid Parking

Ted Quisenberry - Paid Parking

Cara Catallo - Paid Parking

Chet Pardee - Public Comments read by Clerk Jennifer Speagle.

6. FYI

7. Sheriff Report For September 2022

Presented by Officer Yon.

8. Discussion: Parking Fees And Tickets September 2022

9. Election Update

10. City Manager Report

11. Motion: Acceptance Of The Consent Agenda As Presented

Motioned by Luginski Seconded by Rodgers to approve the Consent Agenda as presented. All Aye. Motion

Carried.

12. Old Business

12.a. Motion: EV Charging Station Agreement Approval

Motioned by Rodgers Seconded by Casey to table the EV Charging Station Agreement until the 11 14 2022 Council Meeting. All All Aye. Motion Carried.

12.b. Discussion: Main Street Oakland County Update

Update by Cara Catallo.

12.c. Motion: Halloween Hours In The Village

Motioned Casey by Seconded by Rodgers to set the Trick or Treating hours from 6:00pm-7:00pm on Monday, October 31st, 2022. All Aye Motion Carried.

13. New Business

13.a. Resolution: Tree Removal Bid Acceptance

Motioned by Luginski Seconded by Casey to authorize the City Manager to contract with Otto Tree Service to complete the removal of seven (7) trees and the trimming of another five (5) trees in the City easements at a not-to-exceed cost of \$5,959, with \$3,500 paid from the Tree Trimming budget and the balance from the Professional & Contractual Services budget. Casey, Haven, Rodgers, Luginski - Yes. Motion Carried.

13.b. Resolution: FODP Recommendation On Depot Park Wetland Boardwalk

Motion by Rodgers Seconded by Casey to authorize City Engineer Hubble, Roth & Clark to conduct a GPS-based assessment of the Depot Park wetlands identifying possible boardwalk locations that would be cost efficient and likely acceptable by EGLE at a cost of \$2,400 to be split equally between the Engineering Services budget and the Friends of Depot Park budget. All Aye Motion Carried.

14. Adjourn

Motioned by Luginski Seconded by Rodgers to adjourn at 8:42pm 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
11 14 2022 **Draft 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 Lobbstaef 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 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 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

PERIOD ENDING 10/31/2022

GL NUMBER	DESCRIPTION	2022-23	2022-23	YTD BALANCE 10/31/2022	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 101 - GENERAL						
Revenues						
Dept 000 - GENERAL						
101-000-402.000	CURRENT TAX REVENUES	575,000.00	575,000.00	280,385.09	294,614.91	48.76
101-000-445.000	INTEREST & PENALTY REVENUES	500.00	500.00	26.16	473.84	5.23
101-000-477.000	CABLE TV REVENUES	13,916.00	13,916.00	3,710.59	10,205.41	26.66
101-000-491.000	IN-KIND FEES/PEG FEES AT&T	5,097.00	5,097.00	2,152.85	2,944.15	42.24
101-000-492.000	PERMIT FEES	28,000.00	28,000.00	6,588.00	21,412.00	23.53
101-000-493.000	DOG LICENSES REVENUE	1,000.00	1,000.00	305.00	695.00	30.50
101-000-503.000	P- GRANTS	0.00	0.00	3,050.00	(3,050.00)	100.00
101-000-522.000	COMM DEV BLOCK GRANT - CDBG	8,000.00	8,000.00	0.00	8,000.00	0.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE-PP	1,150.00	1,150.00	651.40	498.60	56.64
101-000-573.001	ENHANCED ACCESS REVENUE SHARING	725.00	725.00	127.41	597.59	17.57
101-000-574.001	STATE REVENUE SHARING/SALES TAX	87,600.00	87,600.00	38,403.00	49,197.00	43.84
101-000-574.002	STATE LIQUOR CONTROL COMM	3,531.00	3,531.00	3,408.35	122.65	96.53
101-000-656.000	DISTRICT COURT REVENUE	4,209.00	4,209.00	1,302.71	2,906.29	30.95
101-000-665.000	INTEREST EARNED	500.00	500.00	464.04	35.96	92.81
101-000-666.000	DIVIDENDS AND REBATES	1,000.00	1,000.00	1,630.00	(630.00)	163.00
101-000-667.000	GAZEBO RENTALS	4,000.00	4,000.00	875.00	3,125.00	21.88
101-000-667.001	EQUIPMENT RENTAL	25,000.00	25,000.00	0.00	25,000.00	0.00
101-000-670.000	MISCELLANEOUS INCOME	2,000.00	2,000.00	3,041.25	(1,041.25)	152.06
101-000-670.001	SPECIAL EVENTS REVENUE	2,500.00	2,500.00	2,500.00	0.00	100.00
101-000-699.390	TRANSFER IN FROM FUND BALANCE	116,000.00	116,000.00	0.00	116,000.00	0.00
Total Dept 000 - GENERAL		879,728.00	879,728.00	348,620.85	531,107.15	39.63
TOTAL REVENUES		879,728.00	879,728.00	348,620.85	531,107.15	39.63
Expenditures						
Dept 101 - COUNCIL						
101-101-805.001	COUNCIL & MAYOR PAYMENTS	7,750.00	7,750.00	0.00	7,750.00	0.00
101-101-955.000	MISC EXPENSE	1,700.00	1,700.00	477.48	1,222.52	28.09
101-101-958.000	DUES & CONFERENCES	4,500.00	4,500.00	853.56	3,646.44	18.97
Total Dept 101 - COUNCIL		13,950.00	13,950.00	1,331.04	12,618.96	9.54
Dept 172 - ADMINISTRATION						
101-172-701.002	ADMIN ASSISTANT SALARY	11,350.00	11,350.00	4,035.68	7,314.32	35.56
101-172-703.003	CITY MANAGER SALARY	41,200.00	41,200.00	14,215.42	26,984.58	34.50
101-172-714.000	MERS - EMPLOYEE MATCH	3,730.00	3,730.00	126.76	3,603.24	3.40
101-172-722.000	WORKMAN'S COMPENSATION	1,623.00	1,623.00	1,623.00	0.00	100.00
101-172-726.000	OFFICE SUPPLIES	4,120.00	4,120.00	1,481.03	2,638.97	35.95
101-172-727.001	POSTAGE	499.00	499.00	0.00	499.00	0.00
101-172-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	2,200.00	2,200.00	997.92	1,202.08	45.36
101-172-850.000	TELEPHONE EXPENSE	8,500.00	8,500.00	2,945.04	5,554.96	34.65
101-172-852.000	TECHNOLOGY/INTERNET EXPENSE	9,100.00	9,100.00	5,260.18	3,839.82	57.80
101-172-860.000	MILEAGE/CONFERENCE	1,000.00	1,000.00	241.25	758.75	24.13
101-172-941.000	RICOH COPIER LEASE	2,500.00	2,500.00	810.60	1,689.40	32.42
101-172-965.000	DOG LICENSES FEES	1,000.00	1,000.00	0.00	1,000.00	0.00
Total Dept 172 - ADMINISTRATION		86,822.00	86,822.00	31,736.88	55,085.12	36.55
Dept 215 - CLERK						
101-215-703.001	SALARY - CLERK	35,000.00	35,000.00	11,923.05	23,076.95	34.07

PERIOD ENDING 10/31/2022

GL NUMBER	DESCRIPTION	2022-23	2022-23	YTD BALANCE 10/31/2022	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 101 - GENERAL						
Expenditures						
101-215-715.000	CITY FICA EXPENSE	12,100.00	12,100.00	4,575.65	7,524.35	37.82
101-215-726.000	SUPPLIES	72.00	72.00	0.00	72.00	0.00
101-215-901.000	PUBLICATIONS	2,215.00	2,215.00	1,271.90	943.10	57.42
101-215-958.000	DUES & CONFERENCES	200.00	200.00	0.00	200.00	0.00
Total Dept 215 - CLERK		49,587.00	49,587.00	17,770.60	31,816.40	35.84
Dept 223 - AUDIT						
101-223-805.000	AUDIT FEES	10,800.00	10,800.00	0.00	10,800.00	0.00
Total Dept 223 - AUDIT		10,800.00	10,800.00	0.00	10,800.00	0.00
Dept 253 - TREASURER						
101-253-703.002	SALARY - TREASURER	25,750.00	25,750.00	8,884.58	16,865.42	34.50
101-253-719.000	CITY SUTA MESC EXPENSE	2,000.00	2,000.00	198.57	1,801.43	9.93
101-253-726.000	SUPPLIES	1,236.00	1,236.00	265.92	970.08	21.51
101-253-853.000	COMPUTER SUPPORT	3,605.00	3,605.00	2,241.00	1,364.00	62.16
101-253-960.000	BANK FEES	400.00	400.00	100.00	300.00	25.00
Total Dept 253 - TREASURER		32,991.00	32,991.00	11,690.07	21,300.93	35.43
Dept 257 - ASSESSOR						
101-257-804.000	ASSESSING - OAKLAND COUNTY	8,000.00	8,000.00	8,092.38	(92.38)	101.15
Total Dept 257 - ASSESSOR		8,000.00	8,000.00	8,092.38	(92.38)	101.15
Dept 262 - ELECTIONS						
101-262-726.000	SUPPLIES	1,200.00	1,200.00	373.34	826.66	31.11
101-262-805.001	ELECTION FEES/PER DIEM	2,200.00	2,200.00	1,510.00	690.00	68.64
101-262-901.000	PUBLICATIONS	350.00	350.00	260.70	89.30	74.49
Total Dept 262 - ELECTIONS		3,750.00	3,750.00	2,144.04	1,605.96	57.17
Dept 265 - BUILDING AND GROUNDS						
101-265-705.000	BUILDING MAINTENANCE LABOR	4,300.00	4,300.00	1,135.75	3,164.25	26.41
101-265-705.001	BUILDING MAINTENANCE O/T LABOR	600.00	600.00	0.00	600.00	0.00
101-265-706.000	VILLAGE GROUNDS PARK LABOR	27,000.00	27,000.00	11,914.76	15,085.24	44.13
101-265-706.001	DPW WAGES FOR VILLAGE GROUNDS/PARK OT	3,000.00	3,000.00	2,869.50	130.50	95.65
101-265-726.004	SUPPLIES-VH BUILDING	2,650.00	2,650.00	568.53	2,081.47	21.45
101-265-728.000	PARK MATERIALS	19,000.00	19,000.00	7,759.20	11,240.80	40.84
101-265-818.000	RUBBISH COLLECTION	750.00	750.00	383.10	366.90	51.08
101-265-920.000	DETROIT EDISON-VH	2,306.00	2,306.00	658.77	1,647.23	28.57
101-265-921.000	CONSUMERS ENERGY-VH	1,702.00	1,702.00	67.73	1,634.27	3.98
101-265-923.000	DTE UPPER PARKING LOT	2,463.00	2,463.00	470.09	1,992.91	19.09
101-265-923.001	DTE DEPOT PARK	263.00	263.00	0.00	263.00	0.00
101-265-924.000	SEWER & WATER-VH	893.00	893.00	252.24	640.76	28.25
101-265-931.000	BUILDING MAINTENANCE-VH	250.00	250.00	287.66	(37.66)	115.06
101-265-934.000	MILL POND ASSESSMENT	117.00	117.00	0.00	117.00	0.00
101-265-935.000	STORM WATER DISCHARGE PERMIT	800.00	800.00	0.00	800.00	0.00
101-265-956.000	WATER LEVEL CONTROL	128.00	128.00	0.00	128.00	0.00
101-265-957.000	CDBG DISBURSEMENTS	8,000.00	8,000.00	0.00	8,000.00	0.00

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 10/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL Expenditures						
Total Dept 265 - BUILDING AND GROUNDS		74,222.00	74,222.00	26,367.33	47,854.67	35.52
Dept 266 - ATTORNEY						
101-266-803.000	LEGAL FEES	30,000.00	30,000.00	11,762.18	18,237.82	39.21
Total Dept 266 - ATTORNEY		30,000.00	30,000.00	11,762.18	18,237.82	39.21
Dept 267 - BUILDING AND GROUNDS						
101-267-961.001	PROPERTY INSURANCE	832.00	832.00	832.00	0.00	100.00
101-267-961.002	ERRORS & OMISSIONS INSURANCE	7,750.00	7,750.00	7,750.00	0.00	100.00
101-267-961.003	GENERAL LIABILITY INSURANCE	3,499.00	3,499.00	3,499.00	0.00	100.00
101-267-961.004	PROPERTY INSURANCE-OPEN SPACES	778.00	778.00	778.00	0.00	100.00
101-267-961.005	EQUIPMENT INSURANCE	3,386.00	3,386.00	3,386.00	0.00	100.00
Total Dept 267 - BUILDING AND GROUNDS		16,245.00	16,245.00	16,245.00	0.00	100.00
Dept 301 - POLICE						
101-301-802.000	LAW ENFORCEMENT	140,436.00	140,436.00	33,918.71	106,517.29	24.15
Total Dept 301 - POLICE		140,436.00	140,436.00	33,918.71	106,517.29	24.15
Dept 302 - CODE ENFORCEMENT OFFICER						
101-302-726.000	SUPPLIES	200.00	200.00	0.00	200.00	0.00
101-302-805.001	ENFORCEMENT OFFICER SALARY	6,800.00	6,800.00	1,390.53	5,409.47	20.45
Total Dept 302 - CODE ENFORCEMENT OFFICER		7,000.00	7,000.00	1,390.53	5,609.47	19.86
Dept 336 - FIRE						
101-336-802.001	FIRE PROTECTION - IND TWP	166,361.00	166,361.00	40,603.98	125,757.02	24.41
Total Dept 336 - FIRE		166,361.00	166,361.00	40,603.98	125,757.02	24.41
Dept 371 - BUILDING INSPECTION						
101-371-805.001	BLDG INSPECTORS' SALARIES	10,000.00	10,000.00	1,560.00	8,440.00	15.60
101-371-809.000	BLDG DEPT PROFESSIONAL FEES	18,000.00	18,000.00	6,180.00	11,820.00	34.33
Total Dept 371 - BUILDING INSPECTION		28,000.00	28,000.00	7,740.00	20,260.00	27.64
Dept 441 - DPW						
101-441-709.000	DPW LEAVE & HOLIDAY PAY	3,600.00	3,600.00	1,136.00	2,464.00	31.56
101-441-709.001	DPW WAGES FOR TASTE OF CLARKSTON	1,200.00	1,200.00	1,192.13	7.87	99.34
101-441-709.006	DPW WAGES FOR CONCERTS IN THE PARK	300.00	300.00	288.00	12.00	96.00
101-441-709.007	DPW WAGES FOR ART IN THE VILLAGE	300.00	300.00	1,249.88	(949.88)	416.63
101-441-709.008	DPW WAGES FOR PARADES	650.00	650.00	0.00	650.00	0.00
101-441-712.000	HEALTH INSURANCE	5,850.00	5,850.00	1,658.76	4,191.24	28.35
101-441-713.000	PHYSICAL EXPENSE	300.00	300.00	0.00	300.00	0.00
101-441-726.000	DPW SUPPLIES	2,966.00	2,966.00	138.76	2,827.24	4.68
101-441-850.000	TELEPHONE EXPENSE - DPW	945.00	945.00	300.00	645.00	31.75

PERIOD ENDING 10/31/2022

GL NUMBER	DESCRIPTION	2022-23	2022-23	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	10/31/2022	BALANCE	USED
Fund 101 - GENERAL						
Expenditures						
101-441-932.001	EQUIPMENT MAINTENANCE	1,550.00	1,550.00	373.63	1,176.37	24.11
101-441-940.004	NEW LEASE SPACE	18,637.00	18,637.00	0.00	18,637.00	0.00
Total Dept 441 - DPW		36,298.00	36,298.00	6,337.16	29,960.84	17.46
Dept 446 - HIGHWAY, STREETS, BRIDGES						
101-446-704.001	DPW LABOR-PICKUP TRUCK	800.00	800.00	88.00	712.00	11.00
101-446-704.002	DPW LABOR-DUMP TRUCK	1,500.00	1,500.00	308.00	1,192.00	20.53
101-446-704.003	DPW LABOR-LOADER	200.00	200.00	0.00	200.00	0.00
101-446-704.004	DPW LABOR-TRACTOR	600.00	600.00	506.00	94.00	84.33
101-446-704.005	DPW LABOR-SWEEPER	100.00	100.00	66.00	34.00	66.00
101-446-704.007	DPW LABOR-LIFT	100.00	100.00	0.00	100.00	0.00
101-446-726.000	DPW EQUIPMENT	4,300.00	4,300.00	507.08	3,792.92	11.79
101-446-817.001	TREE TRIMMING & MAINTENANCE	3,500.00	3,500.00	0.00	3,500.00	0.00
101-446-860.001	MILEAGE/CONFERENCE/TRAINING	400.00	400.00	0.00	400.00	0.00
101-446-861.001	MATERIAL & OUTSIDE LABOR-PICKUP TRUCK	2,500.00	2,500.00	132.99	2,367.01	5.32
101-446-861.003	MATERIAL & OUTSIDE LABOR-LOADER	500.00	500.00	0.00	500.00	0.00
101-446-861.004	MATERIAL & OUTSIDE LABOR-LIFT	350.00	350.00	71.95	278.05	20.56
101-446-861.005	MATERIAL & OUTSIDE LABOR-TRACTOR	200.00	200.00	238.85	(38.85)	119.43
101-446-861.007	MATERIAL & OUTSIDE LABOR-DUMP TRUCK	1,400.00	1,400.00	0.00	1,400.00	0.00
101-446-862.000	FUEL & OIL FOR EQUIPMENT	4,500.00	4,500.00	1,363.74	3,136.26	30.31
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		20,950.00	20,950.00	3,282.61	17,667.39	15.67
Dept 448 - STREET LIGHTING						
101-448-926.000	DTE STREET LIGHTING	13,630.00	13,630.00	3,709.18	9,920.82	27.21
Total Dept 448 - STREET LIGHTING		13,630.00	13,630.00	3,709.18	9,920.82	27.21
Dept 569 - WATERSHED COUNCIL						
101-569-956.002	CLINTON RIVER WATERSHED EXPENSES	850.00	850.00	350.00	500.00	41.18
Total Dept 569 - WATERSHED COUNCIL		850.00	850.00	350.00	500.00	41.18
Dept 701 - PLANNING						
101-701-810.001	ENGINEERING SERVICES	10,500.00	10,500.00	0.00	10,500.00	0.00
101-701-811.000	PLANNER FEES	8,000.00	8,000.00	595.00	7,405.00	7.44
101-701-958.000	PLANNING COMMISSION	3,500.00	3,500.00	65.00	3,435.00	1.86
Total Dept 701 - PLANNING		22,000.00	22,000.00	660.00	21,340.00	3.00
Dept 723 - HISTORIC DISTRICT						
101-723-958.000	HISTORIC DIST COMMISSION EXP	3,500.00	3,500.00	879.75	2,620.25	25.14
Total Dept 723 - HISTORIC DISTRICT		3,500.00	3,500.00	879.75	2,620.25	25.14
Dept 906 - DEBT SERVICE						
101-906-994.006	INTEREST EXPENSE - GF - CITY HALL	3,000.00	3,000.00	0.00	3,000.00	0.00

PERIOD ENDING 10/31/2022

GL NUMBER	DESCRIPTION	2022-23	2022-23	YTD BALANCE 10/31/2022	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 101 - GENERAL						
Expenditures						
Total Dept 906 - DEBT SERVICE		3,000.00	3,000.00	0.00	3,000.00	0.00
Dept 999 - TRANSFERS OUT						
101-999-995.203	TRANSFER OUT TO LOCAL STREETS	1,423.00	1,423.00	0.00	1,423.00	0.00
101-999-995.401	TRANSFER OUT TO CAPITAL PROJECT FUND	109,913.00	109,913.00	0.00	109,913.00	0.00
Total Dept 999 - TRANSFERS OUT		111,336.00	111,336.00	0.00	111,336.00	0.00
TOTAL EXPENDITURES		879,728.00	879,728.00	226,011.44	653,716.56	25.69
Fund 101 - GENERAL:						
TOTAL REVENUES		879,728.00	879,728.00	348,620.85	531,107.15	39.63
TOTAL EXPENDITURES		879,728.00	879,728.00	226,011.44	653,716.56	25.69
NET OF REVENUES & EXPENDITURES		0.00	0.00	122,609.41	(122,609.41)	100.00

PERIOD ENDING 10/31/2022

GL NUMBER	DESCRIPTION	2022-23	2022-23	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	10/31/2022	BALANCE	USED
Fund 202 - MAJOR STREET						
Revenues						
Dept 000 - GENERAL						
202-000-574.000	STATE SHARED REVENUES	76,500.00	76,500.00	26,911.15	49,588.85	35.18
Total Dept 000 - GENERAL		76,500.00	76,500.00	26,911.15	49,588.85	35.18
TOTAL REVENUES		76,500.00	76,500.00	26,911.15	49,588.85	35.18
Expenditures						
Dept 451 - NON-WINTER						
202-451-703.005	SALARY - NON-WINTER MAINTENANCE	12,000.00	12,000.00	6,656.03	5,343.97	55.47
202-451-703.008	SALARY - NON-WINTER O/T MAINT	600.00	600.00	710.67	(110.67)	118.45
202-451-715.000	CITY FICA EXPENSE	2,300.00	2,300.00	563.56	1,736.44	24.50
202-451-719.000	CITY SUTA MESC EXPENSE	500.00	500.00	0.00	500.00	0.00
202-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	1,839.00	1,839.00	11.86	1,827.14	0.64
202-451-775.000	TOOLS - NON-WINTER MAINTENANCE	400.00	400.00	400.00	0.00	100.00
202-451-776.000	CRACK FILL - MAJOR RD - NON-WINTER	3,500.00	3,500.00	0.00	3,500.00	0.00
Total Dept 451 - NON-WINTER		21,139.00	21,139.00	8,342.12	12,796.88	39.46
Dept 452 - TRAFFIC						
202-452-777.000	TRAFFIC SERVICES	2,000.00	2,000.00	0.00	2,000.00	0.00
202-452-945.000	EQUIPMENT RENTAL	7,500.00	7,500.00	0.00	7,500.00	0.00
202-452-966.000	STATE TRUNKLINE OVERHEAD	234.00	234.00	0.00	234.00	0.00
Total Dept 452 - TRAFFIC		9,734.00	9,734.00	0.00	9,734.00	0.00
Dept 453 - WINTER						
202-453-703.006	SALARY - WINTER MAINTENANCE	11,300.00	11,300.00	0.00	11,300.00	0.00
202-453-703.009	SALARY - WINTER MAINT O/T	4,600.00	4,600.00	0.00	4,600.00	0.00
202-453-726.002	SUPPLIES & MTLs - WINTER MAINT	600.00	600.00	0.00	600.00	0.00
202-453-775.001	SMALL TOOLS - WINTER MAINT	200.00	200.00	0.00	200.00	0.00
202-453-778.000	SALT - WINTER SIDEWALK	750.00	750.00	0.00	750.00	0.00
202-453-778.001	SALT - WINTER MAINTENANCE	3,920.00	3,920.00	0.00	3,920.00	0.00
202-453-945.001	EQUIPMENT RENTAL - WINTER	14,000.00	14,000.00	0.00	14,000.00	0.00
Total Dept 453 - WINTER		35,370.00	35,370.00	0.00	35,370.00	0.00
Dept 999 - TRANSFERS OUT						
202-999-995.203	TRANSFER OUT TO LOCAL STREETS	10,257.00	10,257.00	0.00	10,257.00	0.00
Total Dept 999 - TRANSFERS OUT		10,257.00	10,257.00	0.00	10,257.00	0.00
TOTAL EXPENDITURES		76,500.00	76,500.00	8,342.12	68,157.88	10.90
Fund 202 - MAJOR STREET:						
TOTAL REVENUES		76,500.00	76,500.00	26,911.15	49,588.85	35.18
TOTAL EXPENDITURES		76,500.00	76,500.00	8,342.12	68,157.88	10.90
NET OF REVENUES & EXPENDITURES		0.00	0.00	18,569.03	(18,569.03)	100.00

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REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 10/31/2022

GL NUMBER	DESCRIPTION	2022-23	2022-23	YTD BALANCE	AVAILABLE	% BDT
		ORIGINAL BUDGET	AMENDED BUDGET	10/31/2022	BALANCE	USED

PERIOD ENDING 10/31/2022

GL NUMBER	DESCRIPTION	2022-23	2022-23	YTD BALANCE 10/31/2022	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 203 - LOCAL STREET						
Revenues						
Dept 000 - GENERAL						
203-000-574.000	STATE SHARED REVENUES	25,500.00	25,500.00	9,343.41	16,156.59	36.64
203-000-699.101	TRANSFER IN FROM GENERAL FUND	1,423.00	1,423.00	0.00	1,423.00	0.00
203-000-699.202	TRANSFER IN FROM MAJOR ROAD FUND	10,257.00	10,257.00	0.00	10,257.00	0.00
Total Dept 000 - GENERAL		37,180.00	37,180.00	9,343.41	27,836.59	25.13
TOTAL REVENUES		37,180.00	37,180.00	9,343.41	27,836.59	25.13
Expenditures						
Dept 451 - NON-WINTER						
203-451-703.005	SALARY - NON-WINTER MAINTENANCE	4,600.00	4,600.00	2,461.85	2,138.15	53.52
203-451-703.008	SALARY - NON-WINTER O/T MAINT	200.00	200.00	262.84	(62.84)	131.42
203-451-715.000	CITY FICA EXPENSE	850.00	850.00	208.46	641.54	24.52
203-451-719.000	CITY SUTA MESC EXPENSE	260.00	260.00	0.00	260.00	0.00
203-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	800.00	800.00	244.32	555.68	30.54
203-451-775.000	TOOLS - NON-WINTER MAINTENANCE	200.00	200.00	412.79	(212.79)	206.40
203-451-776.001	LOCAL CRACK FILL	3,500.00	3,500.00	0.00	3,500.00	0.00
Total Dept 451 - NON-WINTER		10,410.00	10,410.00	3,590.26	6,819.74	34.49
Dept 452 - TRAFFIC						
203-452-945.000	EQUIPMENT RENTAL	5,000.00	5,000.00	0.00	5,000.00	0.00
203-452-966.000	STATE TRUNKLINE OVERHEAD	100.00	100.00	0.00	100.00	0.00
Total Dept 452 - TRAFFIC		5,100.00	5,100.00	0.00	5,100.00	0.00
Dept 453 - WINTER						
203-453-703.006	SALARY - WINTER MAINTENANCE	4,200.00	4,200.00	0.00	4,200.00	0.00
203-453-703.009	SALARY - WINTER MAINT O/T	2,100.00	2,100.00	0.00	2,100.00	0.00
203-453-726.002	SUPPLIES & MTLs - WINTER MAINT	120.00	120.00	0.00	120.00	0.00
203-453-775.001	SMALL TOOLS - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
203-453-778.000	SALT - WINTER SIDEWALK	750.00	750.00	0.00	750.00	0.00
203-453-778.001	SALT - WINTER MAINTENANCE	2,300.00	2,300.00	0.00	2,300.00	0.00
203-453-945.001	EQUIPMENT RENTAL - WINTER	12,000.00	12,000.00	0.00	12,000.00	0.00
203-453-955.001	MISC EXPENSE - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
Total Dept 453 - WINTER		21,670.00	21,670.00	0.00	21,670.00	0.00
TOTAL EXPENDITURES		37,180.00	37,180.00	3,590.26	33,589.74	9.66
Fund 203 - LOCAL STREET:						
TOTAL REVENUES		37,180.00	37,180.00	9,343.41	27,836.59	25.13
TOTAL EXPENDITURES		37,180.00	37,180.00	3,590.26	33,589.74	9.66
NET OF REVENUES & EXPENDITURES		0.00	0.00	5,753.15	(5,753.15)	100.00

PERIOD ENDING 10/31/2022

GL NUMBER	DESCRIPTION	2022-23	2022-23	YTD BALANCE 10/31/2022	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 401 - CAPITAL PROJECT FUND						
Revenues						
Dept 000 - GENERAL						
401-000-699.101	TRANSFER IN FROM GENERAL FUND	109,913.00	109,913.00	0.00	109,913.00	0.00
401-000-699.231	TRANSFER IN FROM PARKING FUND	55,000.00	55,000.00	0.00	55,000.00	0.00
Total Dept 000 - GENERAL		164,913.00	164,913.00	0.00	164,913.00	0.00
TOTAL REVENUES		164,913.00	164,913.00	0.00	164,913.00	0.00
Expenditures						
Dept 265 - BUILDING AND GROUNDS						
401-265-728.000-FY17	FRIEND FRIENDS OF DEPOT PARK	5,500.00	5,500.00	1,246.14	4,253.86	22.66
Total Dept 265 - BUILDING AND GROUNDS		5,500.00	5,500.00	1,246.14	4,253.86	22.66
Dept 446 - HIGHWAY, STREETS, BRIDGES						
401-446-817.000	TREE PLANTING	3,000.00	3,000.00	0.00	3,000.00	0.00
401-446-819.000	STREET SIGNS & POSTS	1,000.00	1,000.00	24.88	975.12	2.49
401-446-930.007	SAFETY CROSSWALK PAINT/TAPE	4,400.00	4,400.00	0.00	4,400.00	0.00
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		8,400.00	8,400.00	24.88	8,375.12	0.30
Dept 901 - CAPITAL OUTLAY						
401-901-726.000	OFFICE FURNITURE	5,550.00	5,550.00	0.00	5,550.00	0.00
401-901-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	40,463.00	40,463.00	7,786.53	32,676.47	19.24
401-901-930.005	SIDEWALK REPAIR	18,000.00	18,000.00	0.00	18,000.00	0.00
401-901-930.006	RESURFACING OF ROADS	79,500.00	79,500.00	0.00	79,500.00	0.00
401-901-930.014	SECURITY SYSTEMS AND CAMERA	7,500.00	7,500.00	0.00	7,500.00	0.00
Total Dept 901 - CAPITAL OUTLAY		151,013.00	151,013.00	7,786.53	143,226.47	5.16
TOTAL EXPENDITURES		164,913.00	164,913.00	9,057.55	155,855.45	5.49
Fund 401 - CAPITAL PROJECT FUND:						
TOTAL REVENUES		164,913.00	164,913.00	0.00	164,913.00	0.00
TOTAL EXPENDITURES		164,913.00	164,913.00	9,057.55	155,855.45	5.49
NET OF REVENUES & EXPENDITURES		0.00	0.00	(9,057.55)	9,057.55	100.00
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		1,158,321.00	1,158,321.00	384,875.41	773,445.59	33.23
TOTAL EXPENDITURES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS		1,158,321.00	1,158,321.00	247,001.37	911,319.63	21.32
NET OF REVENUES & EXPENDITURES		0.00	0.00	137,874.04	(137,874.04)	100.00

TREASURER'S REPORT FOR CITY COUNCIL MEETING:

12/12/2022

Treasurer's Report:

I. Disbursements from 11/01/2022 - 11/30/2022

101 General Fund	\$	93,547.48
202 Major Streets	\$	667.08
203 Local Street	\$	123.75
231 Parking Meter Fund	\$	7,306.83
236 Friends of Depot Park	\$	1,373.21
295 Mill Pond Lake	\$	-
301 GO Bond Debt	\$	-
401 Capital Projects Fund	\$	3,007.06
590 Sewer Fund	\$	447.59
703 Tax Fund	\$	10,987.42
Total	\$	117,460.42

II. Invoices for review and payment approval

Carlisle Wortman - 2022 Code Enforcement	\$	417.16
Carlisle Wortman - 2022 Building Administration	\$	1,545.00
Carlisle Wortman - Master Plan, Bldg Adm, Planner & Other	\$	-
HRC MS4 Permitting	\$	-
HRC Professional Services Nov. 2022	\$	-
Tom Ryan - Professional Services (Nov Invoice)	\$	1,187.50
Tom Ryan - Professional Services Court (Nov Invoice)	\$	190.00
Total	\$	2,922.50

III. Other Checks for Review

	\$	-
	\$	-
	\$	-
Total	\$	-
GRAND TOTAL	\$	120,382.92

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CHECK DATE FROM 11/01/2022 - 11/30/2022

DB: Clarkston

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 101 GENERAL									
11/02/2022	GEN	10838	10/24/2022	COMCAST	TELEPHONE	850.000	172	367.71	
11/02/2022	GEN	10839	11041	THOMAS J RYAN PC	LEGAL FEES	803.000	266	1,330.00	
			11040		LEGAL FEES	803.000	266	332.50	
			CHECK GEN 10839 TOTAL FOR FU						1,662.50
11/02/2022	GEN	10840	10/31/2022	OAKLAND COUNTY ANIMAL CONTRO	DOG LICENSES FEES	965.000	172	1,138.50	
11/02/2022	GEN	10841	10/31/2022	DOUG WEAVER	SALARY - BLDG INSPECTORS	805.001	371	130.00	
11/06/2022	GEN	10842	11/06/2022	CITY OF THE VILLAGE OF CLARK	SEWER & WATER-VH	924.000	265	133.44	
11/06/2022	GEN	10843	204834253380	CONSUMERS ENERGY	CONSUMERS ENERGY-VH	921.000	265	115.53	
11/06/2022	GEN	10844#	11/6/2022	DTE ENERGY	DETROIT EDISON-VH	920.000	265	10.56	
			11/06/2022		DETROIT EDISON-VH	920.000	265	21.80	
			11/06/2022		DETROIT EDISON-VH	920.000	265	182.80	
			11/06/2022		DTE UPPER PARKING LOT	923.000	265	151.69	
			11/06/2022		DTE UPPER PARKING LOT	923.000	265	15.30	
			11/06/2022		DTE UPPER PARKING LOT	923.000	265	14.79	
			11/06/2022		DTE DEPOT PARK	923.001	265	22.31	
			200143940215		DTE STREET LIGHTING	926.000	448	1,279.16	
			CHECK GEN 10844 TOTAL FOR FU						1,698.41
11/06/2022	GEN	10845	73859	CHARTER TOWNSHIP OF INDEPEND	VEHICLES - GAS & OIL	862.000	446	300.64	
11/06/2022	GEN	10846	72641	SPECTRUM PRINTERS, INC	SUPPLIES	726.000	262	50.31	
11/06/2022	GEN	10847	329362	VIEW NEWSPAPER GROUP	PUBLICATIONS	901.000	215	553.00	
11/09/2022	GEN	10848	2166990	CARLISLE/WORTMAN ASSOC INC	BLDG DEPT PROFESSIONAL FEES	809.000	371	1,545.00	
11/09/2022	GEN	10849*#	11/09/2022	HOME DEPOT CREDIT SERVICES	DPW SUPPLIES	726.000	441	243.24	
			11/09/2022		DPW EQUIPMENT	726.000	446	341.19	
			CHECK GEN 10849 TOTAL FOR FU						584.43
11/09/2022	GEN	10850	5065902975	RICOH USA, INC	OFFICE SUPPLIES	726.000	172	238.59	
11/09/2022	GEN	10851	11/08/2022	BONNIE VALUET	ELECTION FEES/PER DIEM	805.001	262	125.00	
11/09/2022	GEN	10852*#	11/09/2022	CARDMEMBER SERVICE	MISC EXPENSE	955.000	101	12.00	
			11/09/2022		DUES & CONFERENCES	958.000	101	507.68	
			11/09/2022		OFFICE SUPPLIES	726.000	172	37.83	

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 11/01/2022 - 11/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
			11/09/2022		PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	326.28
			11/09/2022		TECHNOLOGY/INTERNET EXPENSE	852.000	172	15.89
			11/09/2022		PHYSICAL EXPENSE	713.000	441	148.00
			11/09/2022		DPW SUPPLIES	726.000	441	277.89
			11/09/2022		DPW EQUIPMENT	726.000	446	570.98
				CHECK GEN 10852 TOTAL FOR FU				1,896.55
11/09/2022	GEN	10853	10/31/2022	GREAT LAKES ACE HARDWARE	DPW SUPPLIES	726.000	441	165.79
11/09/2022	GEN	10854	11/08/2022	CARA CATALLO	ELECTION FEES/PER DIEM	805.001	262	210.00
11/09/2022	GEN	10855	11/08/2022	TONI SMITH	ELECTION FEES/PER DIEM	805.001	262	270.00
11/09/2022	GEN	10856	11/08/2022	EVELYN BIHL	ELECTION FEES/PER DIEM	805.001	262	220.00
11/09/2022	GEN	10857	11/08/2022	JENNIFER SPEAGLE	ELECTION FEES/PER DIEM	805.001	262	270.00
11/09/2022	GEN	10858	11/08/2022	LISA PATERCSAK	ELECTION FEES/PER DIEM	805.001	262	100.00
11/09/2022	GEN	10859	11/08/2022	SAM KERANEN	ELECTION FEES/PER DIEM	805.001	262	100.00
11/09/2022	GEN	10860*#	708	OTTO TREE SERVICE, LLC	TREE TRIMMING & MAINTENANCE	817.001	446	3,500.00
11/09/2022	GEN	10861#	11/09/2022	CARDMEMBER SERVICE	MISC EXPENSE	955.000	101	240.00
			11/09/2022		POSTAGE	727.001	172	120.00
			11/09/2022		SUPPLIES	726.000	262	302.40
				CHECK GEN 10861 TOTAL FOR FU				662.40
11/09/2022	GEN	10862	2166991	CARLISLE/WORTMAN ASSOC INC	ENFORCEMENT OFFICER SALARY	805.001	302	509.86
11/09/2022	GEN	10863	INV01286	SEMCOG	DUES & CONFERENCES	958.000	101	807.00
11/16/2022	GEN	10864	74327	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	69.90
11/16/2022	GEN	10865	158969119	COMCAST	TELEPHONE	850.000	172	292.43
11/16/2022	GEN	10866	HSO011990	TRUCK & TRAILER SPECIALTIES	MATERIAL & OUTSIDE LABOR-DUMP TRUC	861.007	446	362.17
11/23/2022	GEN	10867#	73485	CHARTER TWP OF INDEPENDENCE	LAW ENFORCEMENT	802.000	301	33,918.71
			73485		FIRE PROTECTION - IND TWP	802.001	336	40,603.98
				CHECK GEN 10867 TOTAL FOR FU				74,522.69
11/23/2022	GEN	10868	25690	MICHIGAN MUNICIPAL LEAGUE	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	71.52
11/23/2022	GEN	10869	223190000537	BLUE CARE NETWORK	HEALTH INSURANCE	712.000	441	450.46

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 11/01/2022 - 11/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
11/30/2022	GEN	10871	5022706753	RICOH USA INC	RICOH COPIER LEASE	941.000	172	202.65
11/30/2022	GEN	10872	8450206	MML WORKER'S COMP FUND	WORKMAN'S COMPENSATION	722.000	172	91.00
11/30/2022	GEN	10873	11/30/2022	JEFF SHAFER	BLDG INSPECTORS' SALARIES	805.001	371	130.00
Total for fund 101 GENERAL								93,547.48

12/07/2022 03:08 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 11/01/2022 - 11/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET								
11/09/2022	GEN	10852*#	11/09/2022	CARDMEMBER SERVICE	SUPPLIES & MTLs - NON-WINTER MAINT	726.001	451	332.49
11/30/2022	GEN	10870*	102603	ROAD COMM FOR OAKLAND CTY	SALT - WINTER MAINTENANCE	778.001	453	334.59
Total for fund 202 MAJOR STREET								667.08

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET								
11/30/2022	GEN	10870*	102603	ROAD COMM FOR OAKLAND CTY	SALT - WINTER MAINTENANCE	778.001	453	123.75
Total for fund 203 LOCAL STREET								123.75

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 11/01/2022 - 11/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 231 PARKING METER FUND								
11/02/2022	PARK	1179	887103513-248	SPRINT / NEXTEL COMMUNICATIO	PHONE EQUIPMENT	760.000	172	61.54
11/09/2022	PARK	1180	INV-1034259	PASSPORT LABS, INC	MISC EXPENSE	955.000	172	736.50
			INV--1034498		MISC EXPENSE	955.000	172	92.25
				CHECK PARK 1180 TOTAL FOR FU				<u>828.75</u>
11/23/2022	PARK	1181	065175	TRAFFIC & SAFETY CONTROL SYS	MISC EXPENSE	955.000	172	380.00
			065148		MISC EXPENSE	955.000	172	5,975.00
				CHECK PARK 1181 TOTAL FOR FU				<u>6,355.00</u>
11/30/2022	PARK	1182	887103513-249	SPRINT / NEXTEL COMMUNICATIO	MISC EXPENSE	955.000	172	61.54
				Total for fund 231 PARKING METER FUND				<u>7,306.83</u>

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

CHECK DATE FROM 11/01/2022 - 11/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 236 FRIENDS OF DEPOT PARK								
11/09/2022	FODP	1027	11/09/2022	CARDMEMBER SERVICE	BENCH MEMORIAL	955.010	172	1,373.21
Total for fund 236 FRIENDS OF DEPOT PARK								1,373.21

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 11/01/2022 - 11/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 401 CAPITAL PROJECT FUND								
11/09/2022	GEN	10849*#	11/09/2022	HOME DEPOT CREDIT SERVICES	FRIENDS OF DEPOT PARK	728.000	265	280.44
11/09/2022	GEN	10852*#	11/09/2022	CARDMEMBER SERVICE	FRIENDS OF DEPOT PARK	728.000	265	392.04
			11/09/2022		STREET SIGNS & POSTS	819.000	446	159.58
				CHECK GEN 10852 TOTAL FOR FU				551.62
11/09/2022	GEN	10860*#	708	OTTO TREE SERVICE, LLC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	901	2,175.00
Total for fund 401 CAPITAL PROJECT FUND								3,007.06

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 11/01/2022 - 11/30/2022

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER								
11/06/2022	SEWER	2111	225625	PRINTING SYSTEMS, INC.	SUPPLIES	726.000	536	132.03
11/09/2022	SEWER	2112	11/09/2022	CARDMEMBER SERVICE	POSTAGE	727.001	536	176.00
11/23/2022	SEWER	2113	300-2112-S	GREAT LAKES WATER AUTHORITY	IWC CHARGES IND TWP	814.002	536	139.56
Total for fund 590 SEWER								447.59

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 703 TAX								
11/06/2022	TAX	789(E)	11/03/2022	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	274.000	000	3,073.51
11/06/2022	TAX	790(E)	11/03/2022	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	274.000	000	1,797.81
11/06/2022	TAX	791(E)	11/03/2022	CITY OF CLARKSTON CVT	TAX COLLECTIONS	274.000	000	684.90
11/06/2022	TAX	792(E)	11/03/2022	CITY OF CLARKSTON 2012 BOND	TAX COLLECTIONS	274.000	000	386.36
11/19/2022	TAX	793(E)	11/18/2022	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	274.000	000	1,164.06
11/19/2022	TAX	794(E)	11/18/2022	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	274.000	000	2,431.77
11/19/2022	TAX	795(E)	11/18/2022	CITY OF CLARKSTON CVT	TAX COLLECTIONS	274.000	000	926.41
11/19/2022	TAX	796(E)	11/18/2022	CITY OF CLARKSTON 2012 BOND	TAX COLLECTIONS	274.000	000	522.60
					Total for fund 703 TAX			10,987.42
TOTAL - ALL FUNDS								117,460.42

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



Carlisle | Wortman

ASSOCIATES, INC.

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

Code Enforcement Services Division

TIN# 38-2989393

INVOICE

Jonathan Smith, City Mgr.

City of the Village of Clarkston

375 Depot Street

Clarkston, MI 48346

Invoice No.

2167343

Client No.:

1035

Date:

12/07/22

Period End:

11/30/2022

Code Enforcement

11/2/2022	SK	Code Enforcement	2.50 hr. @	\$46.35/hr	\$115.88
11/9/2022	SK	Code Enforcement	1.50 hr. @	\$46.35/hr	\$69.53
11/16/2022	SK	Code Enforcement Talk w/ Jonathan & City Attorney re: next steps for Millpond Inn.	3.00 hr. @	\$46.35/hr	\$139.05
11/23/2022	SK	Code Enforcement	1.00 hr. @	\$46.35/hr	\$46.35
11/28/2022	SK	Code Enforcement	1.00 hr. @	\$46.35/hr	\$46.35
SUBTOTAL DUE THIS INVOICE					\$417.16



Carlisle | Wortman
ASSOCIATES, INC.

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

Code Enforcement Services Division

TIN# 38-298-9393

INVOICE

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

Invoice No. 2167342
Client No.: 1035
Date: 12/07/22
Period End: 11/30/2022

Building Administration

11/1/2022 SW Monthly Retainer

2022 Monthly Retainer = \$1,545.00

SUBTOTAL DUE THIS INVOICE

\$1,545.00

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 1, 2022

Invoice #11045

101-266-803-000

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
11/9/2022 Review correspondence from Court of Appeals re: transcript of oral argument of 5/4/22 re: Lehman v City of the Village of Clarkston/HDC	0.50 95.00/hr	47.50
11/14/2022 Review correspondence from City Clerk re: certification of election by Oakland County Clerk	0.50 95.00/hr	47.50
Review Council Packet for City Council meeting	0.50 95.00/hr	47.50
Attend City Council Meeting	3.00 95.00/hr	285.00
11/16/2022 Review correspondence from Code Enforcement Officer Kingsbury and City Manager re: B&B response to Notice of Violation; Phone call to City Manager	1.00 95.00/hr	95.00
11/17/2022 Phone call from City Manager and Code Enforcement Officer re: B&B at 155 N. Main	0.50 95.00/hr	47.50
11/22/2022 Review Interlocal Agreement; Email to City Manager re: Agreement and to be signed by Mayor and City Clerk	1.00 95.00/hr	95.00
11/23/2022 Review Order from Court of Appeals Granting Appellant's Application for Leave to Appeal; Correspondence to City Manager and HDC Chair re: forwarded a copy of the Order re: Lehman Investment Company v City/HDC	0.50 95.00/hr	47.50
Review correspondence from Court of Appeals re: case will be scheduled on upcoming case session in the next few months; will be notified advise the court of any upcoming conflicts re: Lehman v City/HDC Appeal	0.50 95.00/hr	47.50
Review EV Charging Station Agreement between Bowman Chevrolet and State Contracting, Inc., revisions to Agreement; Correspondence to City Attorneys re: forwarded Agreement	1.00 95.00/hr	95.00

	<u>Hrs/Rate</u>	<u>Amount</u>
11/28/2022 Review Council Packet for 11/28/22 council meeting	0.50 95.00/hr	47.50
Attend City Council Meeting	2.50 95.00/hr	237.50
11/29/2022 Revisions to Charging Station Agreement; Email to City Manager	0.50 95.00/hr	47.50
For professional services rendered	12.50	\$1,187.50
Previous balance		\$1,330.00
Accounts receivable transactions		
11/15/2022 Payment - Thank You No. 10839		(\$1,330.00)
Total payments and adjustments		(\$1,330.00)
Balance due		<u>\$1,187.50</u>

101-266-803-000

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 1, 2022

In Reference To: Clarkston Court/Prosecution
Invoice #11044

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
11/2/2022 Appear, via zoom, for prosecutions at 52/2 District Court	1.00 95.00/hr	95.00
11/7/2022 Review correspondence from 52/2 District Court re: hearing notice for 1/4/23 before Judge Kostin (Ticket No. 22-002737)	0.50 95.00/hr	47.50
11/9/2022 Review correspondence from 52/2 District Court re: hearing notice for 1/4/23 before Judge Kostin (Ticket No. 22-002740-OI)	0.50 95.00/hr	47.50
For professional services rendered	2.00	\$190.00
Previous balance		\$332.50
Accounts receivable transactions		
11/15/2022 Payment - Thank You No. 10839		(\$332.50)
Total payments and adjustments		(\$332.50)
Balance due		\$190.00

101-266-803-000

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - May 13, 2023 Angels' Place Race

The Angels' Place charity, which provides housing, professional support and other services for adults with developmental disabilities, will be holding its 2023 walk/run fund raiser in Clarkston on May 13, 2023.

The race will begin and end at St. Dan's Church (see attached maps). While the runners and walkers will generally stay on the edge of the roadways or on safety paths, there will be two points where southbound M-15 (Main Street) must close to accommodate the participants with the assistance of the Oakland County Sheriff: from 9:30 to 9:35 AM and from 9:45 to 9:50 AM. An insurance certificate naming the City as an additionally insured party has been filed.

Motioned by _____ and Seconded by _____ to approve the plans for the May 13, 2023 Angels' Place Race through the Village of Clarkston.

Casey	Fuller	Haven	Lamphier	Rodgers	Wakefield	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, Acting City Clerk

December 12, 2022

Date

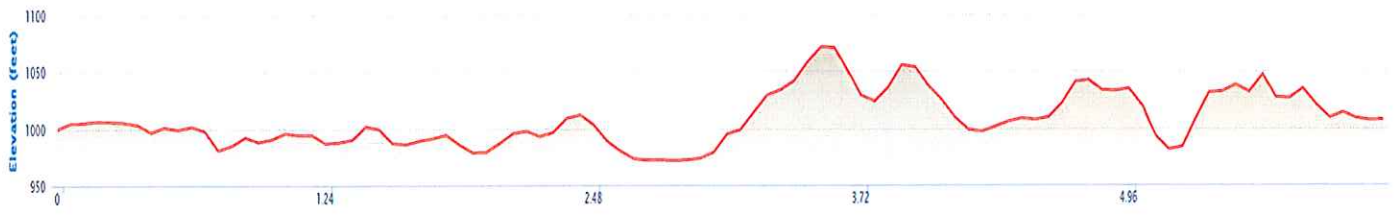


Angels' Place Race

10K Course



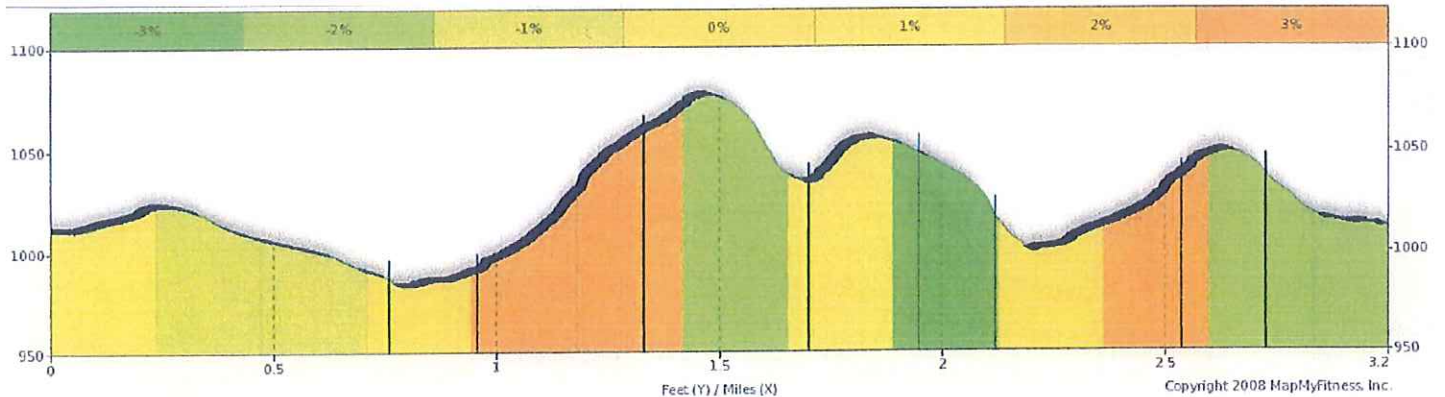
Elevation Show elevation with grades





Angels' Place Race

5K Course



The City of the Village of Clarkston

RESOLUTION - - THE NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE CONSORTIUM

WHEREAS, the northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, the improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens; and

WHEREAS, recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland County residents; and

WHEREAS, collection events for household hazardous waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale, and

WHEREAS, Oakland County, through its Planning and Local Business Development Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NoHaz), and

WHEREAS, the NoHaz Consortium has developed a household hazardous waste collection program, and

WHEREAS, a NoHaz Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NoHaz program, and,

WHEREAS, the NoHaz Interlocal agreement establishes a NoHaz advisory board to assist and advise Oakland County in the development of the NoHaz program.

Now, Therefore be it Resolved: That our community, the City of the Village of Clarkston, hereby approves the attached NoHaz Interlocal Agreement and authorizes its signature, and

Be it Further Resolved: City residents will be charged \$15 to participate and the City will be charged an estimated \$85.25 per participating resident for each 2023 NoHaz event, and

Be it Further Resolved: That we hereby appoint City Manager Jonathan Smith as our official representative to the NoHaz Advisory Board, to work with the Oakland County Planning and Local Business Development Division as needed to plan the NoHaz program for 2023.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of the Village of Clarkston, at a regular meeting held on December 14, 2022.

**NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE
INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
CITY OF THE VILLAGE OF CLARKSTON**

This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and City of the Village of Clarkston, 375 Depot Road, Clarkston, MI 48346 ("MUNICIPALITY"). In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

1. INTRODUCTORY STATEMENTS

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.

2. PURPOSE OF AGREEMENT Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program ("Program") that will meet the following goals and objectives.

3. **GOALS OF THE PROGRAM:**

- 3.1 To provide regular, reliable and easily accessible household hazardous waste collection services to the residents of northern Oakland COUNTY. The Program will help prevent toxic materials from entering Oakland COUNTY'S waterways, water tables, and landfill resources and help to remove them from potentially hazardous situations in area households.
- 3.2 To establish, coordinate, and promote an educational program to inform residents about re-use, return, and reduction of potentially hazardous materials, bolster community spirit, and educate residents about environmentally sensitive behavior in general.

4. **OBJECTIVES OF THE PROGRAM:**

- 4.1 Increase public awareness of return, disposal, and source reduction options.
- 4.2 Initiate a reliable, regular, and convenient collection program for household hazardous waste collection;
- 4.3 Promote knowledge of program requirements;
- 4.4 Help divert significant quantities of household hazardous materials from landfills;
- 4.5 Help return significant quantities of potentially household hazardous materials to point of purchase or recycling outlets for proper disposition; and
- 4.6 Collect data about the amount and type of household hazardous materials in north Oakland COUNTY and their ultimate disposition.

NOW THEREFORE, in consideration of the mutual promises, obligations, representations, and assurances in this AGREEMENT, the Parties agree to the following:

5. **DEFINITIONS** The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:

- 5.1 **"ACCEPTABLE HAZARDOUS WASTE"** shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this program.
- 5.2 **"ADMINISTRATIVE COSTS"** shall be defined as and may include any and all Program costs and expenses that are incurred and/or paid by the COUNTY in the administration of this program. Administrative Costs and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.
- 5.3 **"AGENT" OR "AGENTS"** of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party's officers, elected

officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons' successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.

5.4 **"AGREEMENT"** means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.

5.4.1. **Exhibit A** (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)

5.4.2. **Exhibit B** (Population statistics and estimates of percentage of total participation in program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this program for participating MUNICIPALITIES).

5.5 **"CLAIM(S)"** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.

5.6 **"COLLECTION SCHEDULE"** means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2023 year program in cooperation with the NoHaz Board.

5.7 **"COLLECTION SITE PROTOCOL"** shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NoHaz VENDOR and NoHaz BOARD, and will update as needed or requested by the parties

5.8 **"COUNTY"** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities,

committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.

- 5.9 **"HAZARDOUS WASTE VENDOR"** shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.
- 5.10 **"HAZARDOUS WASTE COLLECTION COSTS"** shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.
- 5.11 **"MUNICIPALITY"** as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.
- 5.12 **"NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD"** (**"NoHaz BOARD"**) means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.
- 5.13 **"PARTICIPATING MUNICIPALITY"** means a city, village or township that has agreed to participate in the North Oakland Household Hazardous Waste Program. Municipal participation shall be evidenced by a duly executed Interlocal Agreement between Oakland County and a city, village or township.
- 5.14 **"PROGRAM HOST"** means any entity, public or private, which has agreed to allow the COUNTY, the PARTICIPATING MUNICIPALITIES, and the HAZARDOUS WASTE VENDOR to conduct a hazardous waste collection event on its premises.
6. **COUNTY RESPONSIBILITIES** Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:
- 6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.

- 6.2 The COUNTY, together with the NoHaz BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to insure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the agreement in the event of default by the HAZARDOUS WASTE VENDOR.
- 6.3 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NoHaz BOARD.
- 6.4 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NoHaz BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.
- 6.5 The COUNTY, in consultation with the NoHaz BOARD, shall formulate a survey to be filled out by MUNICIPAL residents participating in a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered within this survey shall only be used for reasons directly related to the administration of the NoHaz program including, but not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for PARTICIPATING MUNICIPALITIES. Each NoHaz BOARD member shall have the right at any time to review the addresses of participants to verify all are located within the MUNICIPALITY. All personal identifying information collected from MUNICIPAL residents shall be regarded as confidential and will not be released by the COUNTY, the MUNICIPALITY or a NoHaz BOARD member except as required by law or court order.
- 6.6 The COUNTY shall provide educational support for the Program.

7. **MUNICIPALITY'S RESPONSIBILITIES**

- 7.1 Upon approval of this agreement, the MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NoHaz BOARD to represent its interests. This Board member shall be available to assist the COUNTY, as necessary, in the administration of the program within the MUNICIPALITY.
- 7.2 Each MUNICIPALITY will provide MUNICIPAL AGENT(S) to work at each collection event as the Parties agree that many workers are needed to make each collection event run smoothly. The MUNICIPAL AGENT(S) provided shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of hazardous waste collection events. Such assistance may include, but is not limited to, traffic control, greeting residents, administering surveys, and accepting donations on behalf of the Program. Under no circumstances will a MUNICIPAL AGENT accept, handle, dispose of, or otherwise come into contact with household

hazardous waste. The MUNICIPALITY will provide the following numbers of MUNICIPAL AGENTS for each scheduled collection event based upon the most recent census figures available:

7.2.1 A MUNICIPALITY with a population of 30,000 or less will provide one MUNICIPAL AGENT at each scheduled collection event. A MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each scheduled collection event.

7.3 In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS to work at any given collection event, the MUNICIPALITY will be assessed the following fees based upon the most recent available census figures.

7.3.1 A MUNICIPALITY that had 125 participants or less at the 2022 NoHaz events will be assessed \$50.00 per collection event in 2023

7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2022 NoHaz events will be assessed \$125.00 per collection event in 2023.

7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2022 NoHaz events will be assessed \$250.00 per collection event in 2023.

7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2023 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.

8. **MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY EMPLOYEES** The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status. The MUNICIPALITY shall be solely and completely responsible for any and all liability for CLAIM(S) which are based upon, result from, arise from, or are in any way related to, any MUNICIPALITY AGENT'S wages, compensation,

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

9. **NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR DISPOSE OF HAZARDOUS WASTE** Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.
10. **MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS** If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.
11. **PARTICIPATION FEES** A MUNICIPALITY may charge participating residents a fee to participate in NoHaz events. This fee will be collected by the COUNTY at the NoHaz events unless other arrangements have been made with the COUNTY in advance. Each MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.
12. **FINANCIAL RESPONSIBILITIES**
 - 12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the PROGRAM. The MUNICIPALITY shall repay the COUNTY in the following manner.
 - 12.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY'S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the PROGRAM'S total ADMINISTRATIVE COST. The second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents program-wide. For purposes of illustration without limitation, if 1,000 MUNICIPAL residents participate in the program and there are a total of 10,000 MUNICIPAL residents

participating program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

12.2.1

12.2.1 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material, less any fees collected at the NoHaz events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.

12.22 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.

12.2.3 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

12.3 In the event any monetary sponsorships from businesses or other entities are received for the program, the proceeds shall be split between the member MUNICIPALITIES using the same formula as is used to determine the portion of the administrative fee that each MUNICIPALITY is responsible for. This amount shall be deducted from the invoice that the COUNTY submits to the MUNICIPALITY.

13. MUNICIPALITY'S FAILURE TO PAY

13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related

specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.

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

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT

- 14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
- 14.2 In any CLAIMS that may arise from the performance of this AGREEMENT, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
- 14.3 Except as otherwise provided in this AGREEMENT, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.
- 14.4 This AGREEMENT does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this AGREEMENT shall be construed as a waiver of governmental immunity for either PARTY.

15. HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY

15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:

15.1.1 The Contractor will protect, defend and indemnify the COUNTY, PROGRAM HOSTS, and all PARTICIPATING MUNICIPALITIES, together with their controllers, trustees, officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY, PROGRAM HOSTS or PARTICIPATING MUNICIPALITIES in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor, or any sub-contractor, or any employee, agent or representative of the Contractor or subcontractor.

15.1.2 The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies.

15.1.3 Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the COUNTY, PROGRAM HOSTS, or PARTICIPATING MUNICIPALITIES based upon any CLAIM brought against the COUNTY, PROGRAM HOST, OR PARTICIPATING MUNICIPALITIES by a Contractor Employee.

16. **LENGTH OF AGREEMENT** This AGREEMENT shall become effective at 12:01 A.M., January 1, 2023 and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2023.

17. **TERMINATION OR CANCELLATION OF AGREEMENT** Once the agreement commences (as described in section 16 above), the parties may only terminate this AGREEMENT as provided below:

17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this Agreement.

17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and

provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this program.

18. **SUSPENSION OF SERVICES** Upon notice to the MUNICIPALITY and the NoHaz ADVISORY BOARD the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 17. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
19. **LIMITATION OF LIABILITY** The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. The MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.
20. **NO THIRD PARTY BENEFICIARIES** Except as provided for the benefit of the Parties, this AGREEMENT does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
21. **COMPLIANCE WITH LAWS** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.
22. **DISCRIMINATION** The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
23. **PERMITS AND LICENSES** Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits,

certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.

24. **RESERVATION OF RIGHTS** This AGREEMENT does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
25. **FORCE MAJEURE** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
26. **IN-KIND SERVICES.** This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
27. **DELEGATION/SUBCONTRACT/ASSIGNMENT** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
28. **NO IMPLIED WAIVER** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with regard to any existing or subsequent breach of this AGREEMENT. No waiver of any term, condition, or provision of this AGREEMENT, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this AGREEMENT. No waiver by either Party shall subsequently affect its right to require strict performance of this AGREEMENT.
29. **SEVERABILITY** If a court of competent jurisdiction finds a term, or condition, of this AGREEMENT to be illegal or invalid, then the term, or condition, shall be deemed severed from this AGREEMENT. All other terms, conditions, and provisions of this AGREEMENT shall remain in full force.
30. **CAPTIONS** The section and subsection numbers, captions, and any index to such sections and subsections contained in this AGREEMENT are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this AGREEMENT. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.

31. **NOTICES** Notices given under this AGREEMENT shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

31.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Economic Development, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.

31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to:

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

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

33. **AGREEMENT APPROVAL AND AMENDMENT**

33.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and proceedings of the County Board of Commissioners and governing Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State.

33.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. This AGREEMENT shall not be changed, supplemented, or amended except as provided for herein, and no other act,

verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.

34. **ENTIRE AGREEMENT** This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.
35. **CONCLUSION:** For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

IN WITNESS WHEREOF, _____ hereby acknowledges that he has been authorized by a resolution of the _____, a certified copy of which is attached, to execute this AGREEMENT on behalf of the MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this AGREEMENT.

EXECUTED: _____

DATE: _____

WITNESSED: _____

DATE: _____

IN WITNESS WHEREOF, the Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this AGREEMENT on behalf of the County of OAKLAND and hereby accepts and binds the COUNTY to the terms and conditions of this AGREEMENT.

EXECUTED: _____

DATE: _____

Chairperson
Oakland County Board of Commissioners

WITNESSED: _____

DATE: _____

EXHIBIT A

2023 Projected NoHaz Budget

2023 NoHaz Program Cost Details		
Collection Costs		\$2,500.00
Administration		\$500.00
Education and Outreach		\$12,000.00
TOTAL		\$15,000.00
2023 NoHaz Hazardous Waste Disposal and Recycling Costs		
Per Vehicle Fee (including computer & electronic waste and latex paint)		\$100.25*
<p><i>This Estimate is based on holding four collection events. If more communities join the program than are expected, or communities drop from the program, the number of collections may be adjusted accordingly. Additional collection events will increase the administrative fee by approximately \$2,500 each. Any additional collections will be agreed upon by the County and the NoHaz Advisory Board.</i></p> <p><i>*If the vendor deems a vehicle to have an excessive amount of waste, additional charges may apply.</i></p> <p><i>Vendor imposes a 600 car minimum per collection event. In the event a collection has fewer than 600 participants, the cost difference will be split between all member communities using the formula that is used to determine the administrative fee.</i></p>		

EXHIBIT B -2023 Estimated Costs

Municipality	Population (2020 census)	% of population	admin fee based on population	Cars	% of participation	admin fee based on # of cars	HHW disposal fee	Revenue from \$10 or \$15 charge	total amount for program
			\$7,500.00			\$7,500.00	\$100.25		
Addison*	6,256	2.11%	\$158.06	129	2.90%	\$217.56	\$12,932.25	\$1,290.00	\$12,017.87
Clarkston**	928	0.31%	\$23.45	40	0.90%	\$67.46	\$4,010.00	\$600.00	\$3,500.91
Groveland*	5,912	1.99%	\$149.36	74	1.66%	\$124.80	\$7,418.50	\$740.00	\$6,952.67
Independence**	36,686	12.36%	\$926.86	577	12.98%	\$973.13	\$57,844.25	\$8,655.00	\$51,089.24
Lake Angelus	287	0.10%	\$7.25	30	0.67%	\$50.60	\$3,007.50	\$0.00	\$3,065.35
Oakland**	20,067	6.76%	\$506.98	310	6.97%	\$522.82	\$31,077.50	\$4,650.00	\$27,457.31
Orion**	38,206	12.87%	\$965.26	1,377	30.96%	\$2,322.35	\$138,044.25	\$20,655.00	\$120,676.86
Oxford	22,419	7.55%	\$566.41	689	15.49%	\$1,162.02	\$69,072.25	\$0.00	\$70,800.68
Pontiac	61,606	20.75%	\$1,556.45	147	3.31%	\$247.92	\$14,736.75	\$0.00	\$16,541.12
Rochester	13,035	4.39%	\$329.32	247	5.55%	\$416.57	\$24,761.75	\$0.00	\$25,507.65
Rose	6,188	2.08%	\$156.34	63	1.42%	\$106.25	\$6,315.75	\$0.00	\$6,578.34
Springfield**	14,703	4.95%	\$371.47	192	4.32%	\$323.81	\$19,248.00	\$2,880.00	\$17,063.28
Waterford**	70,565	23.77%	\$1,782.80	572	12.86%	\$964.70	\$57,343.00	\$8,580.00	\$51,510.49
	296,858	100.00%	\$7,500.00	4,447	100.00%	\$7,500.00	\$445,811.75	\$48,050.00	\$412,761.75

* = Community charges participants \$10 each to participate in NO HAZ events,

** = Community charges participants \$15 each to participate in NO HAZ events

(1.) **This is only an estimate.** Communities will be billed on actual use and participation based on which communities are under contract for 2023. Participating communities listed above are preliminary and will be finalized in early 2023.

(2.) The cost per vehicle including collection of latex paint and electronic waste is \$100.25.

(3.) The total administration fee is \$15,000.00, which includes 4 collection events.

(4.) The number of participants is estimated using the 2022 number of participants and adding 3% for member communities in 2022.

(5.) One or two people from each community are required to work at each of the collection events. These costs are not factored into this estimate.

Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. These costs are not factored into this estimate.

A representative from each community is also needed to attend meetings 1-3 times per year. These costs are not factored into this estimate.

(6.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and

NO HAZ Advisory Board, and would result in additional administration costs of approximately \$2,500 per collection.

(7.) Vendor imposes a 600 car minimum per collection event. In the event a collection has fewer than 600 participants, the difference will be split between all member communities using the formula used to determine the administrative fee.

(8.) This estimate does not take into account any sponsorships that may be received for the program.

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Planning Commission Appointment

Planning Commissioner Sue Wylie has expressed interest in stepping down from the Commission and her role as Council Liason, effective December 31, 2022.

Resident and Councilmember Amanda Wakefield has expressed interest in replacing Sue on the Commission as well as becoming the new Council Liason, effective January 1, 2023.

Amanda Wakefield is hereby appointed to replace Sue Wylie on the Planning Commission, serving the balance of Sue's term through June 2024.

Motioned by _____ and Seconded by _____ to accept the above listed nomination.

Casey	Fuller	Haven	Lamphier	Rodgers	Wakefield	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, Acting City Clerk

December 12, 2022

Date

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - 2023 City Council Meeting Schedule

The proposed 2023 City Council Meeting Schedule is attached, following the normal 2nd and 4th Monday cadence as closely as possible.

Motioned by _____ and Seconded by _____ to approve the 2023 City Council Meeting Schedule as shown.

Casey	Fuller	Haven	Lamphier	Rodgers	Wakefield	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, Acting City Clerk

December 12, 2022

Date



**CITY OF THE VILLAGE OF CLARKSTON
ARTEMUS M. PAPPAS VILLAGE HALL
375 DEPOT ROAD CLARKSTON MI 48346
COUNCIL MEETING DATES FOR 2023
All Council meetings start at 7:00 PM**

January 09 & January 23

February 13 & February 27

March 13 & March 27

April 11* (Tuesday) & April 24

May 08 & May 22

June 12 & June 26

July 10 & July 24

August 14 & August 28

September 11 & September 25

October 09 & October 23

November 13 & November 27

December 11 & December 26* (Tuesday)

***Moved Due to Holiday**

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Cancel the December 26, 2022 City Council Meeting

As done in previous years, it is proposed that the second City Council meeting in December (December 26th) be cancelled due to holiday conflicts. There are no known issues or concerns that would result from the cancellation of this meeting.

Motioned by _____ and Seconded by _____ to approve the cancellation of the December 26, 2022 City Council meeting.

Casey	Fuller	Haven	Lamphier	Rodgers	Wakefield	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, Acting City Clerk

December 12, 2022

Date