



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

06.12.2023 Agenda

NEW: Microsoft Teams meeting Join on your computer @ 7pm, mobile app or room device

[Click here to join the meeting Meeting ID: 217 682 328 394 Passcode: 96ueXs](#)

1. Call To Order
2. Pledge Of Allegiance
3. Roll Call
Mayor Haven, Mayor Pro Tem Wylie Council Members: Casey, Forte, Fuller , Lamphier, Rodgers.
4. Approval Of Agenda - Motion
5. Public Comments
Individuals have the opportunity to address the City Council on topics not on the agenda for three minutes. In order to hear all Individuals comments at a reasonable hour, the City Council request that speakers respect the three-minute time limit. Note: this is not a question-answer session. However, it is an opportunity to voice your thoughts with City Council.
 - a. TBD
6. FYI
 - a. Concerts in the Park
7. Sheriff Report For May 2023
Documents:
[CITY OF THE VILLAGE MAY 2023.PDF](#)
8. City Manager Report 06.12.2023
Documents:
[CITY MANAGER REPORT 06.12.2023.PDF](#)
9. Motion: Acceptance Of Consent Agenda As Presented 06.12.2023
Final Minutes: 05.08.2023

Draft Minutes: 05.22.2023

Treasurer's Report: 06.12.2023

Documents:

[06.12.2023 CONSENT AGENDA.PDF](#)

10. Old Business:

- a. Resolution: Acceptance of Proposed 2023-2024 FY Budget

Documents:

[2023-2024 FY BUDGET.PDF](#)

11. New Business:

- a. Motion: Clarkston Rotary Proposal for a "Peace Pole" in the City
- b. Resolution: Local Road Improvement Program (LRIP) Cost Participation Agreement
- c. Resolution: Oakland County Parks Invasive Specie Treatment Agreement
- d. Resolution: Community Development Block Grant (CDBG) Cooperative Agreement

Documents:

[CLARKSTON ROTARY PROPOSAL FOR A PEACE POLE.PDF](#)
[LRIP COST PARTICIPATION AGREEMENT.PDF](#)
[OAKLAND CO PARKS LICENSE AGREEMENT.PDF](#)
[24-26 CDBG COOPERATIVE AGREEMENT.PDF](#)

12. Adjourn

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

SCHEDULED MEETINGS – All Regular Council meetings are held in the City Hall unless otherwise noted.

For a complete listing of scheduled meetings, please visit the City website: villageofclarkston.org

NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk (248) 625-1559 at least two working days in advance of the meeting. An attempt will be made to provide reasonable accommodations.

**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

	2023												2023	2022
ARRESTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD
Felony (CLR-059)	0	0	0	0	0								0	9
Misdemeanors (CLR-059)	0	1	0	4	0								5	86
MICR:														
Violent Crimes (CLR-004)	0	0	0	0	0								0	9
Property Crimes (CLR-004)	0	1	0	0	0								1	23
TRAFFIC:														
Monthly Citations Citation Report	51	56	77	34	9								227	290
Crashes - Crash Report	4	2	3	1	4								14	26
LIQUOR INSPECTION ACTIVITY:														
Alcohol Compliance Checks (AE)	0	0	0	0	0								0	0
Violations (CLR-065)	0	0	0	0	0								0	0
COMMUNITY LIAISON:														
Community Meetings L3535	1	2	2	2	2								9	1
Community Other L3539	0	0	0	0	0								0	0
STATION STATISTICS:														
Calls for Service (CLR-065)	261	92	118	67	58								596	1961

City of the Village of Clarkston
City Manager Report
June 12, 2023

Temporary Ban on All Open Burning

The Independence Township Fire Department issued an official notice this week, temporarily banning all open burning of any kind in Independence Township and the City of the Village of Clarkston. This “no exceptions” ban is due to the current *extreme* risk for wildfires in the State.

Concerts in the Park Starting Soon!

The summer favorite in Clarkston – the Friday night Concerts in the Park - will be starting Friday June 16th at 6:00 PM in Depot Park. The six concerts are sponsored by the Clarkston Area Chamber of Commerce and admission is free.

Second Grade Education Program Complete!

I am happy to report the completion of another year of sponsoring visits to the City Hall of 20 classes - approximately 400 students – from Clarkston’s second grade program. We talked about the role of the local government and then held a mock City Council meeting, where we deliberated on a decision to *either* repave Depot Road -or- buy a new swing set. In all 20 sessions, these mature-minded students voted in favor of repaving the road to make it safe. It wasn’t always a unanimous decision – there were a couple of close votes – but in the end, all voted to do the right thing!



Reconstructed Rain Garden Complete

The reconstructed rain garden is now complete. My thanks to Jim Brueck and Emily DuThinh for coordinating the many activities and the volunteers from the Clinton River Watershed Council. A special thank you to the City’s DPW team of Jimi Turner and Carson Danis for the many hours of work to make it nothing short of perfection!



City Offices Closed June 19th

The City Offices will be closed Monday, June 19th in recognition of the June Nineteenth National Holiday.

Respectfully submitted, **Jonathan Smith, City Manager, June 8, 2023**



City of the Village of Clarkston
Artemus M. Pappas Village Hall
375 Depot Road
Clarkston, Michigan 48346
City Council Regular Meeting Minutes
05.08.2023 Final Minutes

5/8/2023 - Minutes

1. Call To Order

The regular session meeting of the City of the Village of Clarkston City Council was called to order by Mayor Haven at 7:00 P.M.

2. Pledge Of Allegiance

Mayor Haven led the Pledge of Allegiance.

3. Roll Call

Council Members Present: Eric Haven, Mayor, Sue Wylie, Mayor Pro Tem **Council Members:** Gary Casey, Amanda Forte, Bruce Fuller, Mark Lamphier, Laura Rodgers

Council Members Absent: None

Others Present: Jonathan Smith, City Manager, Karen A. DeLorge, City Clerk, Tom Ryan, City Attorney, Sgt. John Ashley

Others Absent: None

4. Approval Of Agenda - Motion

Motioned by Wylie, supported by Fuller, to approve the agenda as presented - All Aye, Motion Adopted.

MOTION CARRIED 7-0.

5. Public Comments

None

6. FYI

Mayor Haven reminded everyone that the Clarkston Farm & Garden Club will be holding a Perennial Plant Exchange on Saturday, June 3, 2023 @ 8:30 am in the Downtown Clarkston Parking Lot.

7. Sheriff Report For April 2023

Presented by Sergeant John Ashley , Oakland County Sheriff

8. City Manager Report 05.08.2023

Presented by Mayor Haven & City Manager Jonathan Smith

The City Manager Report provided the following updates:

- First 2023 NoHaz Collection Event a Success!
- Gas Line Repairs
- EGLE Mill Pond Dam Grant Application
- City Website Feedback Wanted!

9. Motion: Acceptance Of Consent Agenda As Presented 05 08 2023

Motioned by Wylie, supported by Rodgers to approve the Consent Agenda.

VOTE: All Aye.

MOTION CARRIED 7-0

10. Old Business:

NONE

11. New Business:

a. Resolution: Deer Lake Beach Restoration Project (by Independence Twp. Parks & Rec)

Resolved by Rodgers, supported by Fuller that the city of the Village of Clarkston thanks Independence Township for performing the erosion restoration of the Deer Lake Beach and hereby authorizes the Park & Recreation Department to proceed with the specified improvements.

Roll Call Vote: All Ayes - CASEY, FORTE, FULLER, HAVEN, LAMPHIER, RODGERS & WYLIE

RESOLUTION IS ADOPTED 7-0.

b. Motion: St. Dan's Church proposed procession in the City on June 11th.

MOTION: TABLED

c. Discussion: Review of the 2024-2029 Capital Improvement Plan to be approved May 22nd

DISCUSSION HELD BY COUNCIL

d. Resolution: Rental Housing Certification Program

Roll Call Vote: **No:** Haven, Casey, Fuller, Lamphier & Rodgers **Ayes:** Forte & Wylie

RESOLUTION DEFEATED: 5-2.

12. Adjourn

Motion by Wylie, supported by Forte to adjourn the regular City Council Meeting at 9:02 p.m. - All Aye, Motion Adopted.

MOTION CARRIED 7-0.

Respectfully Submitted by Karen A. DeLorge, City Clerk



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

05.22.2023 Draft Minutes

5/22/2023 - Minutes

1. Call To Order

The regular session meeting of the City of the Village of Clarkston City Council was called to order by Mayor Pro Tem Wylie at 7:00 P.M.

2. Pledge Of Allegiance

Mayor Pro Tem Wylie led the Pledge of Allegiance.

3. Roll Call

Council Members Present: Sue Wylie, Mayor Pro Tem, Gary Casey, Bruce Fuller, Laura Rodgers.

Council Members Absent: Eric Haven, Mayor, Amanda Forte, Mark Lamphier.

Others Present: Jonathan Smith, City Manager, Karen A. DeLorge, City Clerk, Greg Cote, City Treasurer.

Others Absent: Tom Ryan, City Attorney

4. Approval Of Agenda - Motion

Agenda has been amended by Mayor Pro Tem Wylie to make the following changes under Old Business & New Business:

Old Business: 9b. Resolution changed to a Discussion: Recommendations of the Parking Advisory Committee

Motion as Amended 9b. by Wylie, supported by Rodgers, to approve the amended **New Business** as presented - All Aye, Motion Adopted.

MOTION CARRIED 4-0.

New Business: 10a. Added - Discussion: Sons of American Revolution.

Motion as Amended 10a. by Wylie, supported by Rodgers, to approve the amended **Old Business** as presented - All Aye, Motion Adopted.

MOTION CARRIED 4-0.

Motion as Amended by Fuller, supported by Casey, to approve the amended agenda as presented - All Aye, Motion Adopted.

MOTION CARRIED 4-0.

5. Public Comments

David Delasko spoke regarding Millpond water levels.

Peg Roth spoke regarding Millpond water levels.

Bruce Fuller spoke regarding Millpond water levels.

6. FYI

None

7. City Manager Report 05.22.2023

Presented by City Manager Jonathan Smith

The City Manager Report provided the following updates:

- EGLE Mill Pond Dam Grant Application Approved!

8. Motion: Acceptance Of Consent Agenda As Presented 05.22.2023

Motioned by Fuller, supported by Rodgers to approve the Consent Agenda.

VOTE: All Aye.

MOTION CARRIED 4-0

9. Old Business:

a. Tabled Motion: St. Dan's Church proposed procession in the City on June 11th

Motioned by Fuller and Seconded by Rodgers to approve the Revised St. Dan's proposed procession on Holcomb Rd. on June 11th.

VOTE: All Aye.

MOTION CARRIED 4-0.

b. Resolution changed to Discussion: Recommendations of the Parking Advisory Committee

- Maggie Sans & Erich Lines of the Parking Advisory Committee spoke

10. New Business:

Added to Amended Agenda:

a. Discussion: Jeremiah Clark Chapter MISSAR - Sons of the American Revolution - introducing this new

Clarkston Michigan Chapter as of 2023.

- Grant Goulet spoke

11. Public Hearing: 2023/24 FY Budget

11a. Call To Order

Public Hearing called to order @ 8:11 pm by Mayor Pro Tem Wylie

11b. Presentation Of The Draft 23/24 FY Budget

Presented by City Manager Jonathan Smith and Treasurer Greg Cote.

11c. Public Comments For Public Hearing

11d. Adjourn: Public Hearing

Public Hearing Adjourned by Mayor Pro Tem Wylie @ 9:12pm

12. Adjourn

Motion by Fuller, supported by Rodgers to adjourn the regular City Council Meeting at 9:13 p.m. - All Aye, Motion Adopted.

MOTION CARRIED 4-0

Respectfully Submitted by
Karen A. DeLorge, City Clerk

TREASURER'S REPORT FOR CITY COUNCIL MEETING:

6/12/2023

Treasurer's Report:

I. Disbursements from 05/01/2023 - 05/31/2023

101 General Fund	\$	20,646.70
202 Major Streets	\$	677.02
203 Local Street	\$	250.40
220 Mill Pond Lake	\$	-
231 Parking Meter Fund	\$	1,210.66
236 Friends of Depot Park	\$	25.18
301 GO Bond Debt	\$	-
401 Capital Projects Fund	\$	-
590 Sewer Fund	\$	68,643.62
703 Tax Fund	\$	-
Total	\$	91,453.58

II. Invoices for review and payment approval

Carlisle Wortman - 2023 Code Enforcement	\$	-
Carlisle Wortman - 2023 Building Administration	\$	-
Carlisle Wortman - Master Plan, Bldg Adm, Planner & Other	\$	-
HRC MS4 Permitting	\$	-
HRC Professional Services May 2023	\$	-
Tom Ryan - Professional Services (May Invoice)	\$	142.50
Tom Ryan - Professional Services Court (May Invoice)	\$	190.00
Total	\$	332.50

III. Other Checks for Review

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

GRAND TOTAL	\$	91,786.08
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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
05/01/2023	GEN	11029	74775	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	135.60
			74870		PARK MATERIALS	728.000	265	84.75
				CHECK GEN 11029 TOTAL FOR FU				<u>220.35</u>
05/01/2023	GEN	11030	4/24/2023	COMCAST	TELEPHONE	850.000	172	367.76
05/01/2023	GEN	11031	0202338	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	810.001	701	382.06
			0202339		ENGINEERING SERVICES	810.001	701	116.80
			0202340		ENGINEERING SERVICES	810.001	701	723.34
			0202341		ENGINEERING SERVICES	810.001	701	373.88
			0202343		ENGINEERING SERVICES	810.001	701	1,412.10
			0202346		ENGINEERING SERVICES	810.001	701	382.06
			0202348		ENGINEERING SERVICES	810.001	701	1,881.68
			0202353		ENGINEERING SERVICES	810.001	701	1,045.12
				CHECK GEN 11031 TOTAL FOR FU				<u>6,317.04</u>
05/01/2023	GEN	11032	5024727823	RICOH USA INC	RICOH COPIER LEASE	941.000	172	202.65
05/01/2023	GEN	11033	5/1/2023	CHARTER TOWNSHIP OF INDEPEND	SEWER & WATER-VH	924.000	265	25.42
05/01/2023	GEN	11034	5/1/2023	CLARKSTON OPTIMIST FOUNDATIO	MISC EXPENSE	955.000	101	100.00
05/01/2023	GEN	11035	5/1/2023	KAREN DELORGE	SUPPLIES	726.000	172	19.07
05/01/2023	GEN	11036	5/1/2023	OAKLAND COUNTY OF REGISTER O	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	7.00
05/02/2023	GEN	11037	11064	THOMAS J RYAN PC	LEGAL FEES	803.000	266	237.50
			11065		LEGAL FEES	803.000	266	285.00
				CHECK GEN 11037 TOTAL FOR FU				<u>522.50</u>
05/04/2023	GEN	11038	5/1/2023	CITY OF THE VILLAGE OF CLARK	SEWER & WATER-VH	924.000	265	133.44
05/04/2023	GEN	11039	5/4/2023	DTE ENERGY	DETROIT EDISON-VH	920.000	265	188.59
			5/4/2023		DETROIT EDISON-VH	920.000	265	21.56
			5/4/2023		DTE UPPER PARKING LOT	923.000	265	130.56
			5/4/2023		DTE UPPER PARKING LOT	923.000	265	15.73
			5/4/2023		DTE UPPER PARKING LOT	923.000	265	15.37
			5/4/2023		DTE DEPOT PARK	923.001	265	30.21
				CHECK GEN 11039 TOTAL FOR FU				<u>402.02</u>
05/08/2023	GEN	11040	202164793818	CONSUMERS ENERGY	VH - UTILITIES CONSUMERS	921.000	265	181.31

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
05/10/2023	GEN	11041#	2169116	CARLISLE/WORTMAN ASSOC INC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	302	381.92
			2169275		VH-PLANNER FEES	811.000	701	60.00
			2169274		VH-PLANNER FEES	811.000	701	50.00
				CHECK GEN 11041 TOTAL FOR FU				<u>491.92</u>
05/10/2023	GEN	11042	200464066947	DTE ENERGY	DTE STREET LIGHTING	926.000	448	1,509.77
05/10/2023	GEN	11043	4/21/2023	HOME DEPOT CREDIT SERVICES	PARK MATERIALS	728.000	265	182.85
05/10/2023	GEN	11044	126287	MAZZA AUTO PARTS	MATERIAL & OUTSIDE LABOR-LOADER	861.003	446	356.16
05/10/2023	GEN	11046	5067263223	RICOH USA, INC	SUPPLIES	726.000	172	199.30
05/10/2023	GEN	11047	74127	CHARTER TOWNSHIP OF INDEPEND	VEHICLES - GAS & OIL	862.000	446	214.57
05/10/2023	GEN	11048	2169115	CARLISLE/WORTMAN ASSOCIATES,	BLDG DEPT PROFESSIONAL FEES	809.000	371	1,591.00
05/10/2023	GEN	11049	200429	GREAT LAKES ACE HARDWARE	SUPPLIES-VH BUILDING	726.004	265	53.74
05/10/2023	GEN	11050	338220	VIEW NEWSPAPER GROUP	PUBLICATIONS	901.000	215	347.60
05/10/2023	GEN	11051	5/10/2023	JAMES MELOCHE	HISTORIC DIST COMMISSION EXP	958.000	723	371.52
05/11/2023	GEN	11052#	4/24/2023	CARDMEMBER SERVICE	MISC EXPENSE	955.000	101	12.00
			4/24/2023		DUES & CONFERENCES	958.000	101	81.88
			4/24/2023		PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	352.38
			4/24/2023		TECHNOLOGY/INTERNET EXPENSE	852.000	172	21.19
			4/24/2023		DUES & CONFERENCES	958.000	215	300.00
			4/24/2023		SUPPLIES-VH BUILDING	726.004	265	6.15
			4/24/2023		PARK MATERIALS	728.000	265	79.36
			4/24/2023		DPW SUPPLIES	726.000	441	129.06
			4/24/2023		DPW EQUIPMENT	726.000	446	158.99
			4/24/2023		MATERIAL & OUTSIDE LABOR-PICKUP TR	861.001	446	65.69
			4/24/2023		MATERIAL & OUTSIDE LABOR-LOADER	861.003	446	338.68
			4/24/2023		MATERIAL & OUTSIDE LABOR-TRACTOR	861.005	446	22.98
				CHECK GEN 11052 TOTAL FOR FU				<u>1,568.36</u>
05/11/2023	GEN	11053	45021486	J.C. EHRLICH	VH - BLDG MAINT	931.000	265	50.96
05/15/2023	GEN	11054	75290	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	87.80
			35428		PARK MATERIALS	728.000	265	84.75
			75115		PARK MATERIALS	728.000	265	67.80
			75184		PARK MATERIALS	728.000	265	531.45

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 05/01/2023 - 05/31/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 101 GENERAL									
				CHECK GEN 11054 TOTAL FOR FU					772.80
05/15/2023	GEN	11055	172500159	COMCAST	TELEPHONE	850.000	172	292.95	
05/16/2023	GEN	11056	5/15/2023	ELITE STUMP GRINDING	TREE TRIMMING & MAINTENANCE	817.001	446	1,350.00	
05/22/2023	GEN	11057	75383	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	75.80	
			75434		PARK MATERIALS	728.000	265	337.40	
			75318		PARK MATERIALS	728.000	265	151.60	
				CHECK GEN 11057 TOTAL FOR FU					564.80
05/22/2023	GEN	11058	5/21/2023	ERIC HAVEN	DUES & CONFERENCES	958.000	101	14.72	
05/24/2023	GEN	11059	231290025567	BLUE CARE NETWORK	HEALTH INSURANCE	712.000	441	450.46	
05/25/2023	GEN	11060	5/24/2023	DOUG WEAVER	SALARY - BLDG INSPECTORS	805.001	371	390.00	
05/25/2023	GEN	11061	5/24/2023	JEFF SHAFER	SALARY - BLDG INSPECTORS	805.001	371	195.00	
05/25/2023	GEN	11062	QUOTE#2293120-2	OPTIV	TECHNOLOGY/INTERNET EXPENSE	852.000	172	622.06	
05/25/2023	GEN	11063	5/24/2023	KRISTINA WELSH	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	371	65.00	
05/30/2023	GEN	11064	5025148478	RICOH USA INC	RICOH COPIER LEASE	941.000	172	202.65	
05/30/2023	GEN	11065	5/22/2023	ROYAL PUBLISHING	DUES & CONFERENCES	958.000	101	90.00	
05/30/2023	GEN	11066	11244	THE PRINT SHOP	SUPPLIES	726.000	253	120.95	
05/31/2023	GEN	11067	51638	VILLAGE TROPHY SHOP	DUES & CONFERENCES	958.000	101	80.00	
Total for fund 101 GENERAL								20,646.70	

06/06/2023 03:53 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 05/01/2023 - 05/31/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 202 MAJOR STREET									
05/10/2023	GEN	11045*#	103228` 103229	ROAD COMM FOR OAKLAND CTY	SUPPLIES & MTLs - NON-WINTER MAINT SALT - WINTER MAINTENANCE	726.001 778.001	451 453	342.43 334.59	
CHECK GEN 11045 TOTAL FOR FU								<hr/>	677.02
Total for fund 202 MAJOR STREET									677.02

06/06/2023 03:53 PM
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DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 05/01/2023 - 05/31/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount	
Fund: 203 LOCAL STREET									
05/10/2023	GEN	11045*#	103228` 103229	ROAD COMM FOR OAKLAND CTY	SUPPLIES & MTLs - NON-WINTER MAINT SALT - WINTER MAINTENANCE	726.001 778.001	451 453	126.65 123.75	
CHECK GEN 11045 TOTAL FOR FU								<hr/>	250.40
Total for fund 203 LOCAL STREET									250.40

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 DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 05/01/2023 - 05/31/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 231 PARKING METER FUND								
05/04/2023	PARK	1204	IRIS0000120672	T2 SYSTEM CANADA INC	MISC EXPENSE	955.000	172	55.00
05/08/2023	PARK	1205	065979	TRAFFIC & SAFETY CONTROL SYS	MISC EXPENSE	955.000	172	435.00
05/10/2023	PARK	1206	INV-1038343	PASSPORT LABS, INC	MISC EXPENSE	955.000	172	532.28
			INV-1038051		MISC EXPENSE	955.000	172	55.50
CHECK PARK 1206 TOTAL FOR FU								587.78
05/10/2023	PARK	1207	887103513-254	SPRINT / NEXTEL COMMUNICATIO	PHONE EQUIUPMENT	760.000	172	61.44
05/30/2023	PARK	1208	887103513-255	SPRINT / NEXTEL COMMUNICATIO	PHONE EQUIUPMENT	760.000	172	61.44
05/30/2023	PARK	1209	5/30/2023	GINA FRAWLEY	MISC EXPENSE	955.000	172	10.00
Total for fund 231 PARKING METER FUND								1,210.66

06/06/2023 03:53 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 05/01/2023 - 05/31/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 236 FRIENDS OF DEPOT PARK								
05/04/2023	FODP	1033	5/4/2023	KENNETH ERMER	MISC EXPENSE	955.000	172	25.18
Total for fund 236 FRIENDS OF DEPOT PARK								25.18

06/06/2023 03:53 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 05/01/2023 - 05/31/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER								
05/04/2023	SEWER	2120	5/4/2023	CHARTER TOWNSHIP OF INDEPEND	CLINTON/OAKLAND SEWER QTRLY	814.000	536	45,105.30
			5/4/2023		QTLY VILLAGE SEWER CHARGES	814.001	536	22,518.96
				CHECK SEWER 2120 TOTAL FOR F				<u>67,624.26</u>
05/09/2023	SEWER	2121	5/9/2023	KENNETH HUDAS	DUE TO RESIDENT	276.000	000	742.58
05/11/2023	SEWER	2122	4/24/2023	CARDMEMBER SERVICE	POSTAGE	727.001	536	207.00
05/18/2023	SEWER	2123	300-2112-S	GREAT LAKES WATER AUTHORITY	IWC CHARGES IND TWP	814.002	536	69.78
				TOTAL - ALL FUNDS	Total for fund 590 SEWER			68,643.62
								91,453.58

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

✓

Thomas J. Ryan, P.C.
2055 Orchard Lake Road
Sylvan Lake, MI 48320

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

June 5, 2023

Invoice #11070

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
5/8/2023 Review Council Packet for May 8 Council Meeting	0.50 95.00/hr	47.50
5/17/2023 Review correspondence from City Manager; Phone call to City Manager re: solicitations/enforcement	0.50 95.00/hr	47.50
5/22/2023 Review Council Packet for 5/22/23 council meeting	0.50 95.00/hr	47.50
For professional services rendered	<u>1.50</u>	<u>\$142.50</u>
Previous balance		\$237.50
Accounts receivable transactions		
5/9/2023 Payment - Thank You No. 11037		(\$237.50)
Total payments and adjustments		<u>(\$237.50)</u>
Balance due		<u><u>\$142.50</u></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

June 5, 2023

In Reference To: Clarkston Court/Prosecution
Invoice #11071

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
5/3/2023 Appear via zoom before Judge Fabrizio for court docket	0.50 95.00/hr	47.50
Review correspondence from Sheriff's Department re: Citation No. 23-0088940	0.50 95.00/hr	47.50
5/9/2023 Review police report and send report and plea offer to Defendant's attorney, Robert Kostin, re: Clarkstokn v Justin Sparkman; Review email from Mr. Kostin with signed plea; forward to Judge Fabrizio's clerk.	1.00 95.00/hr	95.00
For professional services rendered	<u>2.00</u>	<u>\$190.00</u>
Previous balance		\$285.00
Accounts receivable transactions		
5/9/2023 Payment - Thank You No. 11037		(\$285.00)
Total payments and adjustments		<u>(\$285.00)</u>
Balance due		<u><u>\$190.00</u></u>

101-266-803-000

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - 2023-2024 FY Budget

WHEREAS, A Finance Committee made up Mayor Eric Haven, Councilmen Bruce Fuller and Mark Lamphier, City Manager Jonathan Smith and Treasurer Greg Cote' met in February 2023 to begin preparation of the 2023-2024 FY Budget Proposal and have been meeting regularly since, and;

WHEREAS, the attached General Appropriations Act reflects the proposed 23-24 FY Budget that was presented to City Council in a Budget Public Hearing on May 22, 2023 with minor adjustments made subsequent to the hearing, and;

WHEREAS, for the 23-24 FY budget, the City Millage rate, per the Michigan Headlee Amendment of 1978, will remain 11.8330 less the 0.691 reduction authorized under the CID Library Millage Reduction Agreement, or 11.1420, and;

WHEREAS, the City's total Taxable Value will increase from \$52.1M to \$56.4M effective July 1st per the Oakland County Assessor and Michigan's Proposal "A" of 1994, which caps growth at 5% or the rate of inflation, whichever is less, and;

WHEREAS, under the proposal, the Projected General Fund Revenue will be \$831,538 and the Projected General Fund Expenditure will be \$894,183, thereby reducing the Fund Balance from \$223,861 (estimated) to \$161,216, or 18.0% of Expenditures, and;

WHEREAS, the Budget Proposal includes a comprehensive 5-year Capital Improvement Plan (CIP) reviewed by the Planning Commission for the years 2024-2025 through 2028-2029, identifying 28 prioritized projects and the proposed funding sources, and;

NOW THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby approves the 23-24 FY Budget Proposal, including the General Appropriations Act and 5-year Capital Improvement Plan, and authorizes the City Manager and Treasurer to implement the budget effective July 1, 2023.

Casey	Forte	Fuller	Haven	Lamphier	Rodgers	Wylie	Totals
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
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Motion is Adopted

Motion is Defeated

Karen DeLorge, City Clerk

June 12, 2023

Date

City of the Village of Clarkston

Oakland County, Michigan

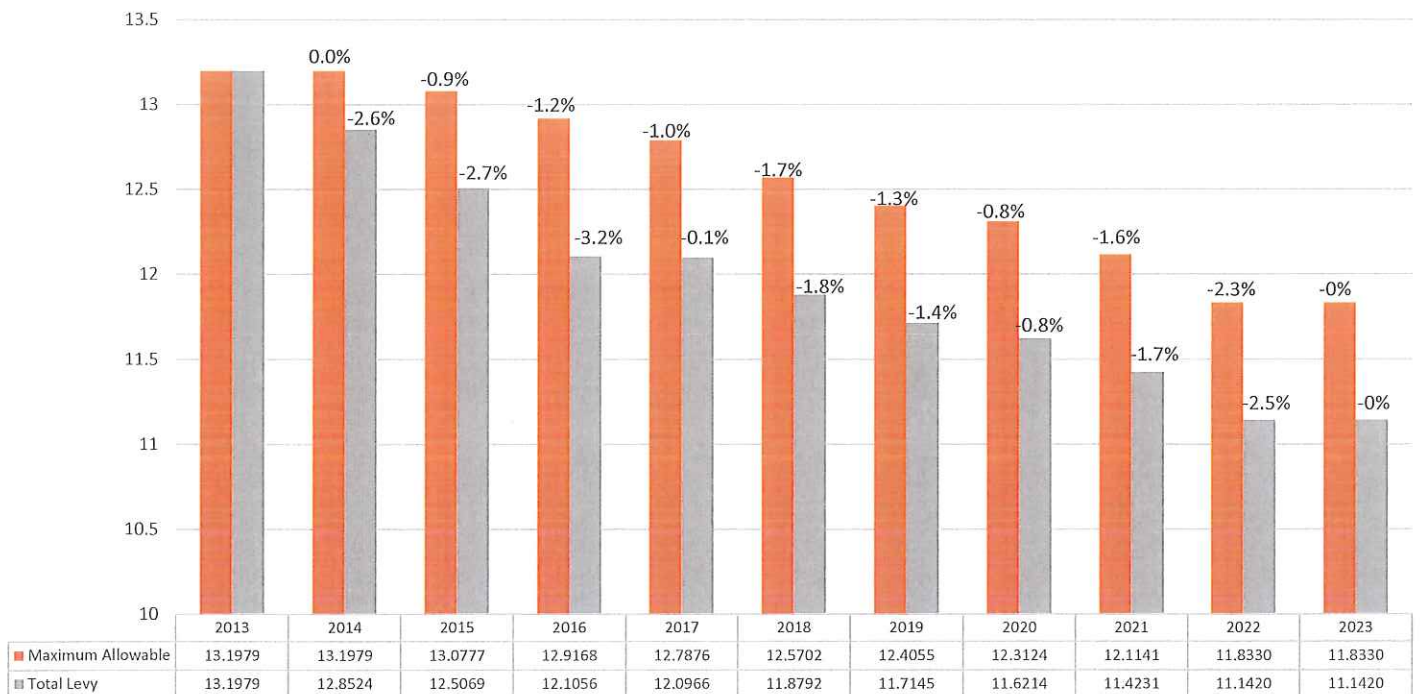
GENERAL APPROPRIATIONS ACT

2023-2024 FISCAL YEAR

SECTION 1: *Title* - This resolution shall be known as the City of the Village of Clarkston 2023-2024 Fiscal Year General Appropriations Act.

SECTION 2: *Public Hearing on the Budget* – Pursuant to MCLA 141.412 and 141.413, notice of a public hearing on the proposed budget was published on May 3, 2023, and a public hearing on the proposed budget was held on May 22, 2023, as part of a Regular City Council Meeting.

SECTION 3: *Millage Levy* – The City of the Village of Clarkston Council shall cause to be levied and collected the general property tax on all real and personal property within the City upon the current tax roll an allocated millage not to exceed 11.1420 mills for City Operations, unchanged from the 2022-2023 Fiscal Year.



Source: Oakland County Assessors Office

FY23/24 Maximum Allowable Millage (after Headlee Rollback):	11.8330
Less Library Millage Reduction:	- 0.691
Proposed FY23/24 Millage:	11.1420

SECTION 4: *Adoption of budget by Fund and Department* – The City of the Village of Clarkston Council adopts the 2023-2024 fiscal year budgets for the various funds by Fund and Department (see Section 7 for details). City officials responsible for the expenditures authorized in the budget may expend City funds up to, but not exceeding, the total appropriation authorized for each Budget Department.

SECTION 5: *Payment of Bills* – Pursuant to MCLA 41.75, all claims, bills and invoices submitted to the City exceeding \$500 shall be approved by the City of Village of Clarkston Council prior to being paid. The City Manager and Treasurer may pay certain bills prior to approval by the City Council to avoid late penalties, service charges, and interest and payroll in accordance with the approved salaries and hourly rates adopted in this appropriations act. A list of claims requiring approval by the City Council (as well as urgent claims exceeding \$500 and already paid, per the previous sentence) shall be presented at the next Council meeting.

SECTION 6: *Authorized salary and hourly rates* – The current and proposed wages for the office and DPW staff are as follows:

Position / Employee	2022/2023 FY Budget		2023/2024 FY Proposed Budget		Percent Change	Comments
	Annual (straight-time)	Hourly Wage	Annual (straight-time)	Hourly Wage		
City Manager, Jonathan Smith	\$41,200	26.41	\$43,260	27.73	5.0%	5% increase to improve salary competitiveness, reduce employee turnover
City Treasurer, Greg Cote	\$25,750	16.51	\$32,038	20.54	24.4%	Greg has returned to working 4 days in the office, so the previous \$5k pay cut has been reinstated
City Clerk, Karen DeLorge	\$35,000	22.44	\$36,750	23.56	5.0%	5% increase to improve salary competitiveness, reduce employee turnover
Treasurer Assistant, Evelyn Bihl	\$11,837	17.51	\$12,429	18.39	5.0%	5% increase to improve salary competitiveness, reduce employee turnover
DPW Supervisor, James Turner	\$45,760	22.00	\$52,002	25.00	13.6%	Increase to \$25/hour to recognize significant responsibilities and cost-saving contributions (still below competitive comparisons)
DPW Laborer, Carson Danis	\$27,456	16.50	\$28,829	17.33	5.0%	5% increase to improve salary competitiveness, reduce employee turnover
Total	\$187,003		\$205,307		9.8%	Overall 9.8% increase year-over-year

SECTION 7: *Estimated Revenues and Expenditures* – The estimated revenues and expenditures (appropriations) for each of the budget funds and departments within the City of the Village of Clarkston are as follows:

CITY OF THE VILLAGE OF CLARKSTON

Proposed Fiscal Year 2023-2024 Operational Budget

	2022-2023 APPROVED BUDGET	2023-2024 PROPOSED BUDGET	PERCENT CHANGE	EXPLANATION OF SIGNIFICANT CHANGES
Fund 101 - GENERAL				
REVENUE				
CURRENT TAX REVENUES	575,000	620,803	8.0%	Per Oakland County Assessments
INTEREST & PENALTY REVENUES	500	770	54.0%	
CABLE TV REVENUES	13,916	14,247	2.4%	
IN-KIND FEES/PEG FEES AT&T	5,097	5,163	1.3%	
PERMIT FEES	28,000	18,823	-32.8%	Projected permit activity
DOG LICENSES REVENUE	1,000	0	-100.0%	No longer offered
P- GRANTS	0	4,000	0.0%	
COMM DEV BLOCK GRANT - CDBG	8,000	8,000	0.0%	
LOCAL COMMUNITY STABILIZATION SHARE-PP	1,150	1,150	0.0%	
ENHANCED ACCESS REVENUE SHARING	725	744	2.6%	
STATE REVENUE SHARING/SALES TAX	87,600	107,644	22.9%	Michigan Revenue Sharing improvements
STATE LIQUOR CONTROL COMM	3,531	3,548	0.5%	
DISTRICT COURT REVENUE	4,209	9,428	124.0%	Increased volume post-COVID
INTEREST EARNED	500	1,588	217.6%	
DIVIDENDS AND REBATES	1,000	1,630	63.0%	
GAZEBO RENTALS	4,000	4,000	0.0%	
EQUIPMENT RENTAL	25,000	26,000	4.0%	
MISCELLANEOUS INCOME	2,000	1,500	-25.0%	
SPECIAL EVENTS REVENUE	2,500	2,500	0.0%	
TRANSFER IN FROM FUND BALANCE	116,000	159,432	37.4%	\$62,565 from Fund Balance, \$96,787 from ARPA
TOTAL REVENUE	\$879,728	\$990,970	12.6%	

CITY OF THE VILLAGE OF CLARKSTON

Proposed Fiscal Year 2023-2024 Operational Budget

	2022-2023 APPROVED BUDGET	2023-2024 PROPOSED BUDGET	PERCENT CHANGE	EXPLANATION OF SIGNIFICANT CHANGES
Fund 101 - GENERAL, continued				
APPROPRIATIONS				
COUNCIL	13,950	11,250	-19.4%	Partially reallocate Conference funds to Administr
ADMINISTRATION	86,822	99,132	14.2%	Salary, telephone, internet, prof. contract, confere
CLERK	49,587	44,077	-11.1%	Down due to spreading FICA expenses over all emj
AUDIT	10,800	11,000	1.9%	
BOARD OF REVIEW	0	0	0.0%	
CHRISTMAS MARKET	0	1,000	0.0%	New Activity
TREASURER	32,991	40,437	22.6%	Restablish full salary + conference
ASSESSOR	8,000	8,415	5.2%	
ELECTIONS	3,750	8,050	114.7%	Cost increases driven by Proposal 2
BUILDING AND GROUNDS	74,222	78,570	5.9%	Salary, FICA and Utility increases
ATTORNEY	30,000	37,500	25.0%	Anticipated increase
INSURANCE	16,245	16,169	-0.5%	Anticipated 5% increase across board
POLICE	140,436	148,862	6.0%	Anticipated 6% increase
CODE ENFORCEMENT	7,000	4,357	-37.8%	Realigned downward to run rate
FIRE	166,361	176,343	6.0%	Anticipated 6% increase
BUILDING INSPECTION	28,000	27,600	-1.4%	
DPW	36,298	37,178	2.4%	Salary & health insurance increases
HIGHWAY, STREETS, BRIDGES	20,950	24,272	15.9%	Salary and fuel increases
STREET LIGHTING	13,630	15,569	14.2%	Anticipated increases
WATERSHED COUNCIL	850	850	0.0%	
PLANNING	22,000	15,000	-31.8%	Reduced to align with usage
HISTORIC DISTRICT	3,500	3,000	-14.3%	Reduced slightly to align with usage
DEBT SERVICE	3,000	2,814	-6.2%	
TRANSFERS OUT	111,336	179,525	61.2%	To 401 Capital Project Fund
TOTAL APPROPRIATIONS	\$879,728	\$990,970	12.6%	
NET OF REVENUES/APPROPRIATIONS	\$0	\$0	0.0%	
Fund 202 - MAJOR STREET (Main, Clarkston Rd, Waldon, W. Wash., S. Holcomb)				
REVENUE				
STATE SHARED REVENUES	76,500	82,690	8.1%	Per MDOT Estimates as of 5/20/2022
TOTAL REVENUE	\$76,500	\$82,690	8.1%	
APPROPRIATIONS				
NON-WINTER	21,139	21,551	2.0%	Salaries, crack fill
TRAFFIC	9,734	9,250	-5.0%	
WINTER	35,370	33,988	-3.9%	
TRANSFER OUT (to 203 LOCAL STREET)	10,257	7,762	-24.3%	
TOTAL APPROPRIATIONS	\$76,500	\$72,552	-5.2%	
NET OF REVENUES/APPROPRIATIONS	\$0	\$10,138	13.3%	

CITY OF THE VILLAGE OF CLARKSTON

Proposed Fiscal Year 2023-2024 Operational Budget

	2022-2023 APPROVED BUDGET	2023-2024 PROPOSED BUDGET	PERCENT CHANGE	EXPLANATION OF SIGNIFICANT CHANGES
Fund 203 - LOCAL STREET (E. Wash., Church, Buffalo, N. Holcomb, Miller, Robertson Ct., Middle Lake, Overlook)				
REVENUE				
STATE SHARED REVENUES	25,500	27,563	8.1%	Per MDOT Estimates as of 5/20/2022
TRANSFER IN (from 101 GENERAL FUND)	1,423	0	-100.0%	
TRANSFER IN (from 202 MAJOR STREET)	10,257	7,762	-24.3%	
TOTAL REVENUE	\$37,180	\$35,325	-5.0%	
APPROPRIATIONS				
NON-WINTER	10,410	12,122	16.5%	Salaries, crack fill
TRAFFIC	5,100	5,100	0.0%	
WINTER	21,670	18,103	-16.5%	Reduction in equipment rental rates that more reflect usage by Jimmy
TOTAL APPROPRIATIONS	\$37,180	\$35,325	-5.0%	
NET OF REVENUES/APPROPRIATIONS	\$0	(\$0)	0.0%	
Fund 401 - CAPITAL PROJECT FUND				
REVENUE				
TRANSFER IN (from 101 GENERAL FUND)	109,913	180,387	64.1%	\$20,955 from 101 + \$96,787 from ARPA, \$62,645 from Fund Balance
TRANSFER IN (from 236 PARKING FUND)	0	44,208	0.0%	
TOTAL REVENUE	\$109,913	\$224,595	104.3%	
APPROPRIATIONS				
FRIENDS OF DEPOT PARK	5,500	5,500	0.0%	General infrastructure improvements
TREE PLANTING	3,000	5,000	66.7%	Requested increase
STREET SIGNS & POSTS	1,000	1,000	0.0%	
SAFETY CROSSWALK PAINT/TAPE	4,400	4,500	2.3%	
OFFICE FURNITURE	5,550	1,000	-82.0%	
PROFESSIONAL & CONTRACTUAL SERVICES	40,463	56,100	38.6%	Fence, Irrigation, Infrastructure, Computer, East Alley Storm, Mill Pond Grant, Playground, Website
SIDEWALK REPAIR	18,000	44,208	145.6%	Carry forward, Parking Fund
RESURFACING OF ROADS	79,500	96,787	21.7%	Depot Road, ARPA Funds
SECURITY SYSTEMS AND CAMERA	7,500	8,000	6.7%	Carry forward
ELECTRONIC SPEED CONTROL & MAINT.	0	2,500	0.0%	Depot Road
TOTAL APPROPRIATIONS	\$164,913	\$224,595	36.2%	
NET OF REVENUES/APPROPRIATIONS	(\$55,000)	\$0	0.0%	
TOTAL OF ALL FUNDS (101, 202, 203, 401)				
TOTAL REVENUE	\$1,103,321	\$1,333,580	20.9%	
TOTAL APPROPRIATIONS	\$1,158,321	\$1,323,442	14.3%	
NET OF REVENUES/APPROPRIATIONS	(\$55,000)	\$10,138	0.0%	

SECTION 8: *Specific Appropriations* – Following are the significant appropriations for the 23-24 FY: \$96,787 for Road Repaving, \$44,208 for Sidewalk Repairs, \$10,000 for City Website upgrades, \$8,000 for security cameras in Depot Park, and salary increases to improve salary competitiveness in inflationary times.

SECTION 9: *Periodic Financial Reports* – At the first City Council meeting of every month the City Treasurer shall provide a report reflecting all check disbursements for the prior month. At the second Council meeting of every month a report will be provided reflecting the fiscal-year-to-date revenues and expenditures compared to the budgeted amounts in the City’s 101, 202, 203 and 401 accounts.

SECTION 10: *Budget Monitoring* – Whenever it appears to the City Manager, Treasurer, Clerk, Mayor, or Council that the actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, and when it appears that expenditures will exceed an appropriation, the City Manager or Treasurer shall present to the City Council recommendations to prevent expenditures from exceeding available revenues or appropriations for the fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues or both.

SECTION 11: *Council Adoption* – Resolution made by Council member _____, seconded by Council member _____ to adopt this General Appropriations Act for the 2023-2024 Fiscal Year.

ROLL CALL VOTE RESULTS:

- AYES:
- NAYS:
- ABSENT:
- ABSTAIN:

RESOLUTION DECLARED ADOPTED this 12th day of June, 2023.

Karen DeLorge
Clerk, City of the Village of Clarkston

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Clarkston Rotary Request to Install a "Peace Pole" in the City

The Rotary Club of Clarkston is seeking approval to install a "Peace Pole" at a location in the City acceptable to the Council or City Manager (see attached).

Motioned by _____ and Seconded by _____ to Approve (or Deny) the request.

Casey	Forte	Fuller	Haven	Lamphier	Rodgers	Wylie	Totals
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
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Motion is Adopted

Motion is Defeated

Karen DeLorge, City Clerk

June 12, 2023

Date

Rotary Club of Clarkston Peace Pole Project - Background

As Rotarians, we refuse to accept conflict as a way of life. Through service projects and community outreach, the Rotary Club of Clarkston has long been a partner with the community. Whether its our annual "Shoes for Kids" program, or our commitment to free books for every Clarkston school child through the Dolly Parton Imagination Library, we view these community efforts holistically and believe they are part of our broader service and mission "to take action to address underlying causes of conflict." Sometimes, it's not a program, it's just a matter of using the right words.

A Peace Pole is a monument declaring the message "May Peace Prevail on Earth" in the language of the country in which it is planted and usually several other languages. Peace Poles were created in 1955 in Japan by Masahisa Goi, in wake of the destruction wrought by World War II and the atomic bombs dropped on Hiroshima and Nagasaki. Devastated by the repercussions of war, Goi wished to spread a message of peace worldwide.



What We Are Looking For

The Rotary Club of Clarkston seeks official City Council support for the placement of a "Peace Pole" in the City of the Village of Clarkston, and for us to work directly with the city manager on choosing the location.

We are planning to assume all costs for the purchase and installation of the pole, and it is our desire to put it in a place that is visible but not a hinderance to any spring/summer maintenance or the DPW. We will work directly with the city manager on the choosing the appropriate locations. International Peace Day is Thursday, Sept 21, so it is our intention to have it installed on or before this day.

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - LRIP Cost Participation Agreement

WHEREAS, the City of the Village of Clarkston has been approved for a matching grant in the amount of \$3,245 for the 2023 calendar year from the Oakland County Board of Commissioners under their Local Road Improvement Program (LRIP), and;

WHEREAS, it is the intent of the City to use these funds for patching, crack-fill and/or paving work on Depot Road, Miller Road, East Church and East Washington in 2023, and;

WHEREAS, as a condition of accepting the grant, the Board of Commissioners requires that the attached Cost Participation Agreement (reviewed by the City attorney) be accepted and signed by the City, and;

NOW THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby accepts the terms of the Oakland County Board of Commissioners' LRIP Cost Participation Agreement and authorizes the City Manager to complete the necessary steps to fully execute the agreement.

Casey	Forte	Fuller	Haven	Lamphier	Rodgers	Wylie	Totals
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
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Motion is Adopted

Motion is Defeated

Karen DeLorge, City Clerk

June 12, 2023

Date



May 30, 2023

Greetings,

We are pleased to inform you that the Board of Commissioners has approved your application for funding under the 2023 Local Road Improvement Program. Poor conditions on our roads create an impediment to the economic development of our community and diminish the excellent quality of life our residents expect. Oakland County is proud to be a partner with your local government to provide much needed investment in our local transportation infrastructure.

For execution, you will receive a separate email requesting a digital signature on your Cost Participation Agreement. This email will come from JoAnn Stringfellow at the email address: echosign@echosign.com. If you are not the designated signer, please click the “DELEGATE” link in the email and enter the name and email address of the appropriate individual. Following approval by your governing authority as applicable, and execution of the agreement, please electronically sign the agreement. If you require additional signature lines, please email aubrya@oakgov.com. All signers will automatically receive a digital sealed copy of the executed document for your records.

After you receive the digital sealed and executed agreement, you can invoice our office via email, as instructed in the agreement for payment. Upon project completion, a report should be submitted to verify the funds were used in accordance with the terms of the agreement.

If you have any questions regarding the program or agreement, please feel to contact Amy Aubry, Analyst of the Board of Commissioners, at 248-425-7056 or aubrya@oakgov.com.

Sincerely,

The Oakland County Board of Commissioners

LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM

COST PARTICIPATION AGREEMENT

Patching, Crack Fill and Other Improvements on Depot Road, Miller Road, East Church and East Washington

City of the Village of Clarkston

Board Project No. 2023-06

This Agreement, made and entered into this _____ day of _____, 2023, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of the Village of Clarkston, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Patching, Crack Fill and Other Improvements on Depot Road, Miller Road, East Church and East Washington, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as an annual program and there is no guarantee that the PROGRAM will be continued from year to year. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2023. There is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall

assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$9,625; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in an amount not to exceed \$3,245, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, finds that the PROJECT meets the purpose of the PROGRAM.

2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$3,245. The COMMUNITY shall submit an invoice to the COUNTY in an amount not to exceed \$3,245.

a. The Invoice shall be sent to:

Amy Aubry, Analyst
Board of Commissioners
aubrya@oakgov.com

3. Upon receipt of said invoice and upon execution of this Agreement, the BOARD shall pay the COMMUNITY in an amount not to exceed \$3,245 from funds available in the PROGRAM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: _____
David T. Woodward

Its: Chair

COMMUNITY

By: _____

Its: _____

LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM

STATEMENT OF PURPOSE

Oakland County Government recognizes that Michigan law places the primary responsibility for road funding on the State and non-county local units of government. However, the County also recognizes that the law does permit a limited, discretionary role for the County in assisting a road commission and local units within a county by supporting some road maintenance and improvement efforts.

Accordingly, for many years Oakland County has voluntarily provided limited assistance to its cities, villages and townships (CVT's) and to the Road Commission of Oakland County (RCOC) by investing in a discretionary Tri-Party Road Program. Authorized under Michigan law, the County's tri-party funding contributions primarily facilitate safety improvement projects on CVT roads under the jurisdiction of the RCOC. By law, tri-party funds cannot be used to fund projects on roads solely under the jurisdiction of CVT's.

Recognizing a continuing need to better maintain local CVT streets and roads, yet being ever mindful of the County's limited responsibility for and jurisdiction over non-County roads and streets, Oakland County Government is continuing the success of the pilot program launched in 2016 that was more flexible than the current Tri-Party Road Program; one that allowed Oakland County to assist its cities and villages with maintenance and safety projects on non-County roads.

Not being the funding responsibility of County government, local CVT roads generally cannot be maintained or improved using County funds because doing so would be considered to be the "gifting" of County resources. However laudable the purpose, Michigan law generally forbids the gifting of government resources. To avoid application of the constitutionally-based gifting restriction, the state legislature must, and in this arena has, determined that a public benefit results from a taxpayer investment, one that provides a *quid pro quo* sufficient to avoid application of the gifting prohibition. Here, the legislature has determined that the economic development benefit presumed to accrue to a county as a result of local street and road investments can provide a sufficient *quid pro quo* to county taxpayers justifying a discretionary county investment in a non-county road, a benefit that constitutes a fair exchange for value and not a gift.

This legislative determination is set forth in 1985 P.A. 9, which amended 1913 P.A. 380, by adding a new section 2, which in pertinent part provides:

"(1) ...A county may grant or loan funds to a township, village or city located within that county for the purpose of encouraging and assisting businesses to locate and expand within the county...

(2) A loan or grant made under subsection (1) may be used for local public improvements or to encourage and assist businesses in locating or expanding in this state, to preserve jobs in this state, to encourage investment in the communities in this state, or for other public purposes."

Communities that wish to attract, retain and grow business, retain jobs and encourage community investment, needs a safely maintained road infrastructure. This road infrastructure must include

both residential and commercial roads as workers and consumers need to get to and from work, shopping, schools and recreation. In a fiscally prudent and limited manner, the County wishes to help its cities and villages accomplish this through its Local Road Improvement Matching Fund Program, commonly known as the Local Road Improvement Program (LRIP).

Any such program must be mindful of the limits imposed under Public Act 9. One important restriction Public Act 9 imposed on grants or loans made pursuant to Subsection 2 of the Act is the mandate that, "A grant or loan under this Subsection shall not be derived from ad valorem taxes except for ad valorem taxes approved by a vote of the people for economic development." This means that funding for an expanded local road assistance program cannot utilize proceeds from any of Oakland County's ad valorem tax levies since no levy has been approved by voters specifically for economic development.

Given this limitation, it appears that the state statutory revenue sharing appropriated to the County can provide a non-ad valorem source of funds that legally can be used to support the program. Competition for those funds, which are limited in amount, is fierce and their yearly availability is subject to the state legislative process. In the recent past, the State stripped all of those funds away from Michigan counties. Understanding that reality, it shall be the policy of the Oakland County Board of Commissioners that the Board shall not appropriate any County funds for a local road improvement matching fund program for non-County roads in any year where the State of Michigan fails to appropriate statutory revenue sharing funds to Oakland County in an amount sufficient to allow the County to first prudently address its core functions.

Act 9 imposes additional conditions on grants and loans. These include requirements that the loan or grant shall be administered within an established application process for proposals; that any grant or loan shall be made at a public hearing of the county board of commissioners and that the Board shall require a report to the county board of commissioners regarding the activities of the recipient and a report as to the degree to which the recipient has met the stated public purpose of the funding.

Understanding all of the above, the Oakland County Board of Commissioners hereby establishes the following Local Road Improvement Matching Fund Program:

PROGRAM SUMMARY

The Board of Commissioners established a Pilot Local Road Improvement Matching Fund Program through Miscellaneous Resolution #16103 for the purposes of improving economic development in Oakland County cities and villages. The County intends to continue this Program to assist its municipalities by offering limited matching funds for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages.

A city or village participating in the Local Road Improvement Matching Fund Program shall match any fund authorized by the Board of Commissioners in an amount equal to a minimum of 50% of the cost of the total project award. County participation shall be limited to a maximum of 50% of the cost of the total project budget. Funding shall be utilized to supplement and enhance local road maintenance and improvement programs. Funding is not intended to replace existing budgeted local road programs or to replace funding already committed to road improvements.

PROJECT GUIDELINES

Program funding shall be utilized solely for the purposes of road improvements to roads under the jurisdiction of local cities and villages. Road improvements may include, but not be limited to, paving, resurfacing, lane additions or lengthening, bridges, or drainage as such improvements relate to road safety, structure or relieving congestion.

Program funding:

- **May** be utilized to supplement a local government's matched funding for the purposes of receiving additional federal transportation funding;
- **May not** be utilized to fulfill a local government's responsibility to fund improvements to state trunklines;
- **Shall be limited to** real capital improvements to roadways and shall not be utilized for other purposes, such as administrative expenses, personnel, consultants or other similar purposes;
- **Shall not be** utilized for non-motorized improvements, unless these improvements are included in a project plan for major improvements to a motorized roadway;
- **Shall be** utilized for projects that will result in a measurable improvement in the development of the local economy and contribute to business growth. Recipients shall be responsible for providing an outline of the economic benefits of the project prior to approval and for reporting to the Board of Commissioners after the completion of the project on the benefits achieved as a result of the projects.

ADMINISTRATION

Local Road Improvement Matching Fund Program projects may be appropriated by the Board of Commissioners in compliance with the County budget process. The amount of funds to be dedicated for the Program shall be determined by the Board of Commissioners on an annual basis. Program funding may be reduced or eliminated based upon the ability of the County government to meet primary constitutional and statutory duties. The Board of Commissioners expressly reserves the right to adjust the County matching funds share at any time based upon County budget needs.

In accordance with MCL 123.872, funds dedicated to the Local Road Improvement Matching Fund Program shall not be derived from ad valorem tax revenues. Program funding shall be limited to funds derived from the County's distribution from the Michigan General Revenue Sharing Act. Reduction or elimination of the County's distribution of revenue sharing funds may result in the elimination or suspension of the program.

Funding availability shall be distributed based upon a formula updated annually. The formula will consist of:

1. A percentage derived from the number of certified local major street miles in each city and village divided by aggregate total of certified local major street miles of all cities and villages in the County.
2. A percentage derived from the population of each city and village as determined by the last decennial census conducted by the U.S. Census Bureau divided by the aggregate total population of cities and villages in the County.

3. A percentage derived from the three-year rolling total of the number of crashes on city and village major local streets divided by the aggregate three-year rolling crash numbers for all city and village major local streets, using the most recent data available. The crash data will be supplied by the South East Michigan Council of Governments (SEMCOG).

Each city and village's percentage allocation shall be determined by adding each factor percentage and dividing that total by three. The amount of funds available for match shall be determined by the total amount of funds allocated by the Board of Commissioners added to an equal amount representing the match provided by local cities and villages.

The Chairman of the Board of Commissioners shall establish a Special Committee on the Local Road Improvement Program. This Special Committee shall consist of three members, with two members representing the majority caucus and one member representing the minority caucus. It shall be the responsibility of the Special Committee to direct the administration of this program, receive applications for program funding, and make recommendations of acceptance to the Board of Commissioners. The Special Committee may consult with County departments, staff, the South East Michigan Council of Governments (SEMCOG), and the Road Commission for Oakland County in the conduct of its business.

DISBURSEMENT

The Special Committee shall forward recommendations for approval of Local Road Improvement Matching Fund Program projects to the Chairman of the Board of Commissioners. This recommendation shall include a cost participation agreement between the County and participating municipality. Minimally, cost participation agreements shall include: responsibility for administering the project, the project location, purpose, scope, estimated costs including supporting detail, provisions ensuring compliance with project guidelines, as well as disbursement eligibility requirements. The cost participation agreement shall also require the maintenance of supporting documentation to ensure compliance with the following provisions:

1. Any and all supporting documentation for project expenditures reimbursed with appropriated funding shall be maintained a minimum of seven years from the date of final reimbursement for actual expenditures incurred.
2. The Oakland County Auditing Division reserves the right to audit any and all project expenditures reimbursed through the program.

Upon receipt of recommendation of project approval from the Special Committee, the County Commissioner or Commissioners representing the area included in the proposed project may introduce a resolution authorizing approval of the project and the release of funds. Resolutions shall be forwarded to the Economic Development and Infrastructure Committee of the Board of Commissioners, who shall review and issue a recommendation to the Board on the adoption of the resolution. A public hearing shall be scheduled before the Board of Commissioners prior to consideration of final approval of the resolution.

The deadline for projects to be submitted for consideration shall be established by the Special Committee. The Special Committee may work with participating municipalities to develop a plan for projects that exceed that municipality's annual allocation amount. This may include a limited

plan to rollover that municipality's allocation for a period of years until enough funding availability has accrued to complete the project, subject to funding availability.

Upon completion of project plans and execution of the cost participation agreement by the County and governing authority of the local municipality, the participating municipality shall submit an invoice in accordance with the terms and conditions included in the agreement. The Oakland County Department of Management and Budget Fiscal Services Division shall process payments in accordance with policies and procedures as set forth by the Department of Management and Budget and the Oakland County Treasurer.

In the event an eligible local unit of government chooses not to participate in the Local Road Improvement Matching Fund Program, or an approved project is cancelled, any previously undistributed allocated funding may be reallocated to all participating local units of government at the discretion of the Local Road Improvement Program Special Committee.

At the completion of each project, the participating local government shall provide a report to the Board of Commissioners regarding the activities of the recipient and the degree to which the recipient has met the stated public purpose of the funding as required by MCL 123.872.

LRIP DISTRIBUTION FORMULA
2023

Attachment "B"

City/Village	Cert Major Local		Population	Pop %	Crash Data		Miles + Pop +	Max County	Minimum
	Road Miles	Miles %			2019-2021	Crash %			
Auburn Hills	32.33	4.82%	24,880	3.17%	863	4.31%	4.10%	\$ 88,332	\$ 176,704
Berkley	15.63	2.33%	13,277	1.94%	246	1.22%	1.83%	\$ 39,527	\$ 79,033
Beverly Hills	10.99	1.64%	10,276	1.31%	101	0.50%	1.15%	\$ 24,793	\$ 49,583
Bingham Farms	1.02	0.15%	1,138	0.14%	0	0.00%	0.10%	\$ 2,134	\$ 4,269
Birmingham	24.87	3.26%	21,312	2.71%	908	4.52%	3.50%	\$ 75,413	\$ 150,823
Bloomfield Hills	8.83	1.32%	3,988	0.51%	96	0.48%	0.77%	\$ 16,347	\$ 33,094
Clarkston	1.48	0.22%	914	0.12%	23	0.11%	0.15%	\$ 3,243	\$ 6,490
Clawson	9.62	1.44%	11,731	1.49%	247	1.23%	1.39%	\$ 29,876	\$ 59,732
Farmington	7.36	1.10%	10,393	1.32%	86	0.43%	0.93%	\$ 20,473	\$ 40,946
Farmington Hills	58.36	8.71%	80,017	10.18%	1840	9.16%	9.33%	\$ 201,336	\$ 403,112
Ferdale	20.99	3.13%	20,198	2.57%	331	2.74%	2.81%	\$ 60,682	\$ 121,364
Franklin	4.34	0.63%	3,221	0.41%	14	0.07%	0.38%	\$ 8,099	\$ 16,199
Hazel Park	17.12	2.55%	16,209	2.06%	638	3.18%	2.60%	\$ 33,997	\$ 67,993
Holly	7	1.04%	6,079	0.77%	67	0.33%	0.72%	\$ 15,460	\$ 30,921
Huntington Woods	6.93	1.04%	6,203	0.79%	38	0.19%	0.67%	\$ 14,483	\$ 28,966
Keego Harbor	1.93	0.29%	3,354	0.43%	14	0.07%	0.26%	\$ 5,637	\$ 11,273
Lake Angelus	0	0.00%	308	0.04%	0	0.00%	0.01%	\$ 282	\$ 563
Lake Orion	2.74	0.41%	3,191	0.41%	48	0.24%	0.33%	\$ 7,373	\$ 14,743
Lathrup Village	7.36	1.10%	4,031	0.52%	364	1.81%	1.14%	\$ 24,614	\$ 49,228
Leonard	2.34	0.35%	416	0.05%	7	0.03%	0.13%	\$ 3,139	\$ 6,279
Madison Heights	21.5	3.21%	29,633	3.77%	1041	5.18%	4.03%	\$ 87,383	\$ 174,766
Millford	7.3	1.05%	6,473	0.82%	169	0.84%	0.92%	\$ 19,792	\$ 39,583
Northville	0.8	0.12%	3,926	0.73%	23	0.11%	0.33%	\$ 7,100	\$ 14,200
Novi	39.52	5.90%	60,832	7.74%	823	4.10%	3.91%	\$ 127,437	\$ 254,873
Oak Park	18.33	2.74%	29,293	3.73%	737	3.77%	3.41%	\$ 73,338	\$ 147,073
Orchard Lake Village	1.8	0.27%	2,471	0.31%	42	0.21%	0.26%	\$ 5,692	\$ 11,384
Ortonville	3.21	0.48%	1,430	0.18%	9	0.04%	0.24%	\$ 5,071	\$ 10,142
Oxford	6.01	0.90%	3,141	0.43%	73	0.36%	0.37%	\$ 12,293	\$ 24,583
Pleasant Ridge	3.39	0.54%	2,403	0.31%	89	0.44%	0.43%	\$ 9,230	\$ 18,459
Pontiac	70.21	10.47%	58,911	7.50%	2709	13.48%	10.49%	\$ 226,037	\$ 452,073
Rochester	8.39	1.28%	13,201	1.68%	259	1.29%	1.42%	\$ 30,346	\$ 60,691
Rochester Hills	38.61	5.76%	74,111	9.43%	601	2.99%	6.06%	\$ 130,667	\$ 261,333
Royal Oak	63.96	9.54%	58,963	7.50%	2883	14.33%	10.47%	\$ 225,608	\$ 451,213
South Lyon	4.43	0.66%	11,846	1.51%	48	0.24%	0.80%	\$ 17,300	\$ 34,600
Southfield	64.71	9.63%	72,174	9.19%	1830	9.11%	9.32%	\$ 200,833	\$ 401,666
Sylvan Lake	2.38	0.38%	1,840	0.23%	9	0.04%	0.22%	\$ 4,771	\$ 9,541
Troy	57.34	8.55%	83,389	10.64%	2036	10.13%	9.78%	\$ 210,739	\$ 421,478
Walled Lake	5.34	0.80%	7,080	0.90%	122	0.61%	0.77%	\$ 16,363	\$ 33,127
Westland	10.49	1.56%	14,086	1.79%	401	2.00%	1.78%	\$ 38,471	\$ 76,941
Wolverine Lake	3.69	0.55%	4,743	0.60%	13	0.07%	0.41%	\$ 8,832	\$ 17,664
TOTAL	670.29	100.00%	785,728	100.00%	20,092	100.00%	100.00%	\$ 2,155,804	\$ 4,311,608

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Oakland County Parks License Agreement

WHEREAS, the City of the Village of Clarkston has been approved for a grant in the amount of \$4,500 for the 2023 calendar year from the Oakland County Parks and Recreation Board for use on invasive specie treatments, and;

WHEREAS, it is the intent of the City to use these funds for addressing Phragmite and Buckthorn treatment in Depot Park in 2023, and;

WHEREAS, as a condition of accepting the grant, the County requires that the attached License Agreement (reviewed by the City attorney) be accepted and signed by the City, and;

NOW THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby accepts the terms of the Oakland County Parks License Agreement for invasive specie treatment and authorizes the City Manager to complete the necessary steps to fully execute the agreement.

Casey	Forte	Fuller	Haven	Lamphier	Rodgers	Wylie	Totals
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
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Motion is Adopted

Motion is Defeated

Karen DeLorge, City Clerk

June 12, 2023

Date



Property Access and Consent for Treatment License Agreement (“Agreement”)

The County of Oakland, by and through its statutory agent, the Oakland County Parks and Recreation Commission, 2800 Watkins Lake Road, Waterford, MI 48328 (hereinafter and collectively “OCPRC”) is granted a License to access and treat the real property, described in Section 1, by:

Name of Entity or Person (“Owner”):

Address:

Contact Person:

Telephone Number:

E-Mail Address:

For and in consideration of the issuance of the license in this Agreement, the Parties agree to the following terms and conditions:

1. **Use of Property.**
 - 1.1. **Property.** The real property that may be accessed and used is described and depicted in Exhibit A (hereinafter “Property”). Exhibit A is incorporated into this Agreement
 - 1.2. **License/Access.** OCPRC, including its officials, employees, volunteers, agents, and contractors (individually and collectively) are granted a license to access the Property and perform the work described in Exhibit A. The work described in Exhibit A is hereinafter referred to as “Work.”
 - 1.3. **Fee.** In exchange for the Work to be performed by OCPRC, there shall be no fee charged by Owner for access to the Property.
2. **Term of Agreement.** The Term of this Agreement is set forth in Exhibit A.
3. **Condition of Property.** During this Agreement, OCPRC shall keep the Property in in a clean and safe condition and free of trash. Except for normal wear and tear and the Work performed, OCPRC’s use of the Property shall not cause damage or waste to the Property.
4. **Condition of Property upon end of Agreement.** Except for normal wear and tear and the Work performed, at the expiration or termination of this Agreement, OCPRC shall leave the Property in a similar condition that OCPRC found it.
5. **Compliance with Law & Permits/Licenses.**
 - 5.1. Owner, OCPRC, and OCPRC officials, employees, volunteers, agents, and contractors, shall comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and the provisions of this Agreement.

- 5.2. State & Federal Licenses/Permits/Approvals. Notwithstanding any other provision to the contrary, OCPRC is responsible for and shall obtain, at its sole expense, all state and federal licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by OCPRC, Owner shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by Owner in assisting OCPRC, under this subsection, shall be paid by OCPRC.
- 5.3. Local Licenses/Permits/Approvals. Notwithstanding any other provision to the contrary, Owner shall be responsible for and shall obtain, at its sole expense, all local licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by Owner, OCPRC shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by OCPRC in assisting Owner, under this subsection, shall be paid by Owner.
6. Alterations, Additions, Changes to Property. Except for the Work performed in Exhibit A, OCPRC shall not make any alterations, additions, or changes to the Property, without the prior written approval of Owner.
7. Property AS IS. OCPRC ACCEPTS THE PROPERTY "AS IS." OCPRC ACKNOWLEDGES THAT IT HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND EITHER INSPECTED THE PROPERTY OR CHOSE NOT TO INSPECT THE PROPERTY.
8. OCPRC Responsibilities.
 - 8.1. Performance of Work. OCPRC or its officials, employees, volunteers, agents, and contractors shall perform the Work at no cost to Owner.
 - 8.2. Notice. OCPRC shall provide Owner 24 hour written notice before commencement of the Work.
9. Owner Responsibilities/Representations.
 - 9.1. Property Ownership/Rights. Owner represents and warrants the following to OCPRC:
 - 9.1.1. Owner owns the Property;
 - 9.1.2. Owner has the right to enter into this Agreement; and
 - 9.1.3. OCPRC's entry and Work on the Property will not violate any other agreement or restrictions to which Owner or the Property is subject to.
 - 9.2. Request and Consent to Work. Owner acknowledges that it requests the Work and consents to OCPRC or its officials, employees, volunteers, agents, and contractors performing the Work.
 - 9.3. Assumption of Risks. Owner assumes the risks associated with the Work performed by OCPRC and its officials, employees, volunteers, agents, and contractors.

10. **Liability/Assurances.**

- 10.1. **Waiver/Release.** Owner waives, releases, discharges, and covenants not to sue OCPRC and its officials, employees, volunteers, agents, and contractors for liability, damages, injuries, claims, or demands arising out of or in any way connected to the performance of this Agreement.
- 10.2. **Hazardous Material/Waste.** Except for the materials used in the Work, OCPRC and its officials, employees, volunteers, agents, and contractors shall not cause or allow any person or entity to discharge any hazardous material, waste, or debris on or around any the Property.
- 10.3. **Reservation of Rights/Limitation of Liability.** In no event shall OCPRC be liable for any consequential, incidental, indirect, special, and punitive or other damages arising out of this Agreement. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of OCPRC or its officials, employees, or volunteers.
- 10.4. **Survival.** Section 10 and the duties and obligations contained herein shall survive the expiration or termination of this Agreement.

11. **Termination**

- 11.1. **Failure to Obtain Licenses/Permits/Approvals.** If either Party fails to obtain the required licenses, permits and other governmental approvals required to perform the Work, then either Party may terminate this Agreement upon fourteen (14) calendar days written notice to the other Party. If this Agreement is terminated pursuant to this Section, OCPRC's obligation to perform the Work shall cease.
12. **No Interest in Property.** OCPRC, by virtue of this Agreement, shall not have any title to or interest in the Property or any portion thereof. OCPRC has not, does not, and will not claim any such title, interest, or any easement over the Property. This Agreement and/or any related affidavit or instrument shall not be recorded with the Oakland County Register of Deeds.
13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
14. **Waiver.** Waiver of any term or condition under this Agreement must be in writing. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
16. **Amendments.** This Agreement cannot be modified unless reduced to writing and signed by both Parties.

17. **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 or conditions shall remain in full force and effect.
18. **Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile or electronic copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.
20. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions, and understandings between the Parties concerning the use of the Property. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are herein set forth.
21. **Authorization.** The Parties represent that their respective signatories have the requisite authority to execute and bind them to this Agreement.

APPROVED AND AUTHORIZED BY OWNER:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

APPROVED AND AUTHORIZED BY OCPRC:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - 2024-2026 CDBG Cooperation Agreement

WHEREAS, the City of the Village of Clarkston receives funding annually through the Oakland County Community Development Block Grant (CDBG) program with a goal of "developing viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income", and;

WHEREAS, Over the last 3 years the City has received \$21,000 in CDBG funds which it has, in turn, directed to the Independence Township Senior Center Transportation Program, which provides transportation to both seniors and other people requiring transportation assistance, and;

WHEREAS, Oakland County has requested that the City pass a resolution signifying it's continued commitment to the CDBG program for the program years 2024, 2025 and 2026, and;

NOW THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby opts into Oakland County's Urban County Community Development Block Grant (CDBG) programs for the program years 2024, 2025 and 2026. Furthermore, we resolve to remain in Oakland County's Urban County Community Development programs, which shall be automatically renewed in successive three-year qualification periods of time, or until such time that it is in the best interest of the Clarkston Community to terminate the Cooperative Agreement.

Casey	Forte	Fuller	Haven	Lamphier	Rodgers	Wylie	Totals
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
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Motion is Adopted

Motion is Defeated

Karen DeLorge, City Clerk

June 12, 2023

Date

NEIGHBORHOOD
& HOUSING DEVELOPMENT

Shane Bies, Manager
(248) 858-0493 | biess@oakgov.com

May 5, 2023

Eric Haven, Mayor
City of Clarkston
375 Depot Dr.
Clarkston, MI 48346

RECEIVED
MAY 08 2023
BY:KD.....

RE: 2024-2026 Cooperation Agreement

Dear Mayor Haven:

We invite the City of Clarkston to continue to participate in the Oakland County urban county Community Development Block Grant (CDBG) program for program years 2024-2026. The City has participated during the past three years. During this period, approximately \$21,000.00 has funded programs to address the needs of low-income residents.

The U. S. Department of Housing and Urban Development (HUD) requires the County to renew its Cooperation Agreement with participating communities every three years. Your participation is essential to the County and the other cities, townships and villages that combine demographics each year to achieve the highest level of federal funding for local projects. Participation in the urban county requires a three-year commitment and your community must remain in the program for the three-year duration. If your community chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while a part of the urban county. Besides the annual CDBG allocation, participating communities also benefit from the County's federally funded HOME Investment Partnerships and Emergency Solutions Grant (ESG) programs. HOME funds are combined with CDBG funds each year to improve local housing stock through our Home Improvement Program. HOME funds are also used to develop affordable rental and owner housing. ESG funds are used to meet the needs of the homeless through emergency shelters, rapid re-housing and homeless prevention activities.

As a current participant, there is a Cooperation Agreement between the City of Clarkston and Oakland County on file. This three-year Cooperation Agreement is automatically renewed for each three-year cycle unless an amendment is required by HUD. Your CDBG primary contact was provided a copy of the most current Cooperation Agreement and should have it on file. If you require a copy, please contact us.

In order to continue to participate in the Oakland County urban county program the City must submit the following document to the County by **Monday, June 12, 2023**:

A resolution (see attached) specifically designed to meet HUD requirements. Please ensure that the original resolution is signed, dated and certified by the City Clerk. Alternatively, the original resolution can be signed and dated by the City Clerk and embossed with a seal. Please send us the original resolution and keep a copy for your records.

If you decide to opt out of the urban county program, a letter signed by the chief executive officer is required. The letter should state that the community intends to opt out of the Oakland County urban county program. Due to federal requirements, you must submit this letter to the County **and** to HUD. Please mail HUD's copy of the letter to Keith E. Hernandez, AICP, Director, Office of Community Planning and Development, U.S. Dept of Housing and Urban Development, Patrick V. McNamara Federal Building 477 Michigan Ave., Ste. 1600, Detroit MI 48226 by **Monday, June 12, 2023**. The County's copy of the letter should be mailed to Samantha Ferguson, Grant Compliance Coordinator, by **Monday, June 12, 2023**. If you have questions, please contact Samantha at (248) 858-5312.

Sincerely,



Shane Bies, Manager

cc: Karen A DeLorge, City Clerk

INTERESTED IN PARTICIPATING – RESOLUTION REQUIRED
Community Development Block Grant (CDBG) Program
Oakland County, Michigan
Urban County Qualification 2024-2026

Resolution Language

We resolve to opt into Oakland County's Urban County Community Development Block Grant (CDBG) programs for the program years 2024, 2025 and 2026. Furthermore, we resolve to remain in Oakland County's Urban County Community Development programs, which shall be automatically renewed in successive three-year qualification periods of time, or until such time that it is in the best interest of the local Community to terminate the Cooperative Agreement.

NOTE: Please ensure that the above resolution is signed, dated and certified in the originals by the Clerk. Alternatively, the resolution can be signed and dated by the Clerk and embossed with a seal. Please keep a copy for your records.

Please send the original by Monday, June 12, 2023 to:
Samantha Ferguson, Grant Compliance Coordinator
Oakland County Neighborhood & Housing Development
250 Elizabeth Lake Road #1900
Pontiac, MI 48341-0414