



City of the Village of Clarkston  
375 Depot Rd  
Clarkston, Michigan 48346  
City Council Regular Meeting  
**08.28.2023 Agenda**

NEW: Microsoft Teams meeting Join on your computer @ 7pm, mobile app  
or room device ["Click here"](#) to join the meeting Meeting ID: 242 643 216 056  
Passcode:57e3CV

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. Chet Pardee
6. FYI
  - a. Spencer Real Estate presents Magic Bus in Depot Park on Thursday August  
31, 2023 5pm to 10pm - For tickets go to: [SPENCERSOLD.COM/EVENTS](https://spencersold.com/events)
  - b. Clarkston Independence District Library presents Klezundheit Family Concert  
on September 9th @ 1pm in Depot Park.
  - c. Clarkston Community Historical Society's 51st Annual Art in the Village & 3rd  
Year for Vintage Market in Depot Park on Saturday Sept. 16th, 2023 10am to  
5pm & Sunday Sept. 17th, 2023 10am to 4pm. Free Admission!

Documents:

[MAGIC BUS CONCERT 2023.PDF](#)  
[CIDL KLEZUNDHEIT CONCERT.PDF](#)  
[ART IN THE VILLAGE 2023.PDF](#)

7. City Manager Report 08.28.2023

Documents:

[CITY MANAGER REPORT 8.28.2023.PDF](#)

8. Motion: Acceptance Of Consent Agenda As Presented 08.28.2023

Final Minutes: 07.24.2023

Draft Minutes: 08.14.2023

Treasurer's Report: 08.28.2023

Documents:

[08.28.2023 CONSENT AGENDA.PDF](#)

9. Old Business:

None

10. New Business:

- a. **Discussion: Sewer Rate Increase (Dave McKee from Independence Twp.)**
- b. **Discussion: Friends of Depot Park 5-Year Plan**
- c. **Resolution: Depot Road Repaving Cost**
- d. **Resolution: City Website Renewal**
- e. **Resolution: Oakland County Assessing Services (agreement renewal)**

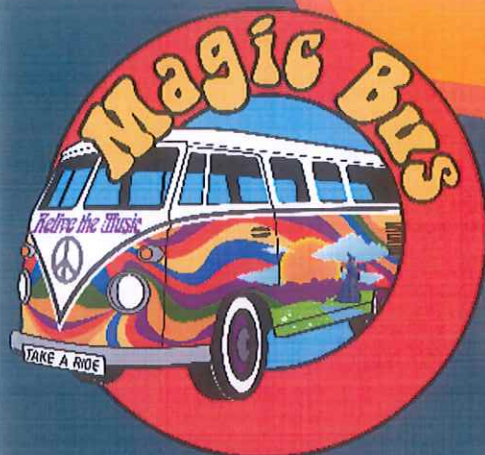
Documents:

[SEWER RATE INCREASE.PDF](#)  
[REPAVING OF DEPOT RD.PDF](#)  
[CITY WEBSITE RENEWAL.PDF](#)  
[OAKLAND CO ASSESSING SERVICES CONTRACT.PDF](#)

11. Adjourn

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

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



# CONCERT

*Thursday*

**August 31, 2023**

*DEPOT PARK*

*5 - 10 pm*

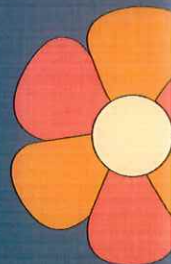
*375 Depot Rd*

*City of the Village of Clarkston, NJ 48346*

*Advance tickets required*

*For tickets go to:*

**SpencerSold.com/Events**





# KLEZUNDHEIT

FAMILY *concert*

SEPTEMBER 9 AT 1PM



DEPOT PARK  
375 DEPOT ROAD  
CLARKSTON, MI

JOIN US AT DEPOT PARK IN DOWNTOWN  
CLARKSTON FOR A FREE FAMILY-  
FRIENDLY CONCERT FEATURING  
KLEZUNDHEIT, A LOCAL BAND .

**NO REGISTRATION REQUIRED!**



They play traditional and modern Klezmer, gypsy, Balkan, Israeli, Jewish, and Jazz music through a blend of flute, violin, trumpet, clarinet, saxophone, trombone, harmonica, bass, tuba, piano, and percussion.

CLARKSTON COMMUNITY HISTORICAL SOCIETY'S

51<sup>ST</sup> ANNUAL JURIED SHOW



AND 3<sup>RD</sup> YEAR FOR OUR VINTAGE MARKET...



**FREE ADMISSION**  
**DEPOT PARK, CLARKSTON**

PROUD  
SPONSOR:



**SEPTEMBER 16<sup>TH</sup> 10AM-5PM**

**SEPTEMBER 17<sup>TH</sup> 10AM-4PM**

**ART      VINTAGE MARKET      ANTIQUES**  
**FOOD TRUCKS      MUSIC      KIDS CRAFTS**

**City of the Village of Clarkston**  
**City Manager Report**  
**August 28, 2023**

**Mill Pond Dam Status**

As you will recall, the City received a grant of \$95,400 from the State of Michigan under their Dam Risk Reduction Program to design and engineer a new water level control mechanism to replace the existing Mill Pond dam. When combined with \$10,600 in local funds, the total planned expenditure for this phase is \$106,000. The first step in this phase has been to establish what the official water level will be for Mill Pond going forward. That study, which entailed looking at the historical water levels as well as the levels of any basements and septic fields in the nearby properties, is within a week or two from being complete. Upon completion, the design of the new control mechanism will begin. Our thanks to Bob and Tara Roth for assisting with the effort as well as resident Jim Markwalder for his water level data collection efforts!

**Magic Bus Concert**

The very popular local musical group Magic Bus will be returning to Depot Park for a free concert, thanks to sponsor Spencer Realty. The concert will be held on Thursday, August 31<sup>st</sup> starting at 6:00 PM.

**Love Locks**

Perhaps you've noticed the padlocks on the Gini Schultz bridge in Depot Park. These are referred to as Love locks and are very common in Europe, where couples commit their eternal love for one another by placing the lock on the bridge and then throwing the key into the water. It's kind of a cool sentiment when you think about it. In Europe it has become such a tradition that the weight of all the padlocks is causing a risk to some of their historic bridges, forcing maintenance crews to cut them off. That could become a problem here too someday, but not just yet.



**Status of the Planned Repairs to the City Sidewalks**

Plans are progressing forward to replace the 301 broken or heaved sidewalk slabs throughout the City. Efforts are underway to secure a contractor performing similar work in the City of Berkley, but no firm dates have been established.

Respectfully submitted, **Jonathan Smith, City Manager, August 24, 2023**



City of the Village of Clarkston  
Artemus M. Pappas Village Hall  
375 Depot Road  
Clarkston, Michigan 48346  
City Council Regular Meeting Minutes  
**07.24.2023 Final Minutes**

7/24/2023 - 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, Gary Casey, Amanda Forte, Bruce Fuller, and Laura Rodgers.

**Council Members Absent:** Mark Lamphier

**Others Present:** Jonathan Smith, City Manager, Karen A. DeLorge, City Clerk, Sergeant John Ashley

**Others Absent:** Tom Ryan, City Attorney

4. Approval Of Agenda - Motion

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

**MOTION CARRIED 6-0.**

5. Public Comments

Chet Pardee Spoke.

6. FYI

Mayor haven reminded everyone of the following:

Zoning Board of Appeals Meeting on July 25th, 2023 @ 7pm

7. City Manager Report 07.24.2023

Presented by Mayor Haven & City Manager Jonathan Smith

The City Manager Report provided the following updates:

- New City Hall Sign Installed

- EV Charging Station Active
- Clarkston Area Chamber of Commerce
- Sewer Charge Increase Pending
- Intergovernmental Agreement for PEG Services

8. Sheriff Report For June 2023

Presented by Sergeant John Ashley , Oakland County Sheriff

9. Motion: Acceptance Of Consent Agenda As Presented 07.24.2023

Motioned by Wylie, supported by Rodgers to approve the Consent Agenda. VOTE: All Aye.

**MOTION CARRIED 6-0**

10. Old Business:

Resolution: Waiving Depot Park Rental Fee for CIDL Concert

Resolved by Forte, supported by Rodgers that the City of the Village of Clarkston hereby waives the customary \$250 Depot Park Rental Fee for a free concert event to be held September 9th, sponsored by the Friends of CIDL. A certificate of insurance from the library will be provided for this event.

Roll Call Vote: All Ayes

**RESOLUTION IS ADOPTED 6-0.**

11. New Business:

a. Motion: Nominations and voting on the renewal or replacement of two (2) Planning Commission Members and two (2) Historic District Commission Members. Motioned by Haven and Seconded by Fuller to accept the above listed nominations. VOTE: All Aye.

**MOTION CARRIED 6-0.**

b. Discussion: Historic District Commission Status Report - Status given by Jim Meloche.

c. Discussion: Parking Activity & Income Report - Update given by Jonathan Smith, City Manager

12. Adjourn

Motion by Wylie, supported by Rodgers to adjourn the regular City Council Meeting at 8:13 p.m. - All Aye, Motion Adopted. **MOTION CARRIED 6-0.**

*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  
**8.14.2023 Draft Minutes**

8/14/2023 - 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, Gary Casey, Amanda Forte, Bruce Fuller, Mark Lamphier, and Laura Rodgers.

**Council Members Absent:** Sue Wylie, Mayor Pro Tem

**Others Present:** Jonathan Smith, City Manager, Karen A. DeLorge, City Clerk

**Others Absent:** Tom Ryan, City Attorney, Sergeant John Ashley

4. Approval Of Agenda - Motion

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

**MOTION CARRIED 6-0.**

5. Public Comments

Chet Pardee Spoke.

6. FYI

Mayor haven reminded everyone of the following:

Oakland Co. hosts: Veterans Food Distribution Event on August 17th, 2023 9 a.m. to Noon @ Independence Oaks County Park - Pine Grove Picnic Shelter

7. Sheriff Report For July 2023

Presented by Mayor Haven.

8. City Manager Report 08.14.2023

Presented by Mayor Haven & City Manager Jonathan Smith

The City Manager Report provided the following updates:

- DPW Emergency Tree Cleanup
- Tons of Trucks
- Rudy's Press Event
- Depot Park Bridge Dedication
- Car Wash Benefiting Depot Park
- Sewer Charge Increase Pending
- Relocation of the City's Asphalt Road Patching Trailer

9. Old Business:

None

10. New Business:

a. Resolution: DTE Underground Easement Agreement (to power the new EV Charging Stations in the Depot Road parking lot)

Resolved by Casey and supported by Forte that the City of the Village of Clarkston hereby accepts the terms of the DTE Underground Easement Agreement and authorizes the City Manager to complete the necessary steps to fully execute the agreement.

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

**RESOLUTION IS ADOPTED 6-0**

b. Resolution: Depot Park Picnic Table Replacement

Resolved by Lamphier and supported by Casey that the City of the Village of Clarkston hereby authorizes the City Manager to purchase four (4) 8' long ADA compliant picnic tables through Amazon (and local lumber supplier) at a not-to-exceed cost of \$2,344.00, to be funded by the Park Materials budget (101-265-728-000).

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

**RESOLUTION IS ADOPTED 6-0**

11. Motion: Acceptance Of Consent Agenda As Presented 08.14.2023

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

VOTE: All Aye.

**MOTION CARRIED 6-0**

12. Adjourn

Motion by Forte, supported by Lamphier to adjourn the regular City Council Meeting at 7:30 p.m. - All Aye, Motion Adopted.

MOTION CARRIED 6-0

*Respectfully Submitted by Karen A. DeLorge, City Clerk*

DRAFT

Treasurer's Report

- I. Revenue/Expenditure Actual vs. Budget as of 07/31/2023 General Fund 101  
 II. Revenue/Expenditure Actual vs. Budget as of 07/31/2023 Major Roads Fund 202  
 III. Revenue/Expenditure Actual vs. Budget as of 07/31/2023 Local Roads Fund 203  
 IV. Revenue/Expenditure Actual vs. Budget as of 07/31/2023 Capital Projects Fund 401

**TREASURER'S DOCUMENTS FOR MEETING - NEW BUSINESS:***VI. Invoices for review*

Carlisle Wortman -

Monthly Retainer (June 2023)	\$	-
Code Enforcement	\$	-
2023 Planning Consultation	\$	-
2023 General Consultation	\$	-

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

MS4 Permit Assistance	\$	-
Professional	\$	-

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

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

<b>Sub total Invoices for review</b>	<b>\$</b>	<b>-</b>
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*VII. Other Checks for Review*

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

<b>Total Other Checks for Review</b>	<b>\$</b>	<b>-</b>
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<b>Grand Total</b>	<b>\$</b>	<b>-</b>
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PERIOD ENDING 07/31/2023

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BGDG USED
Fund 101 - GENERAL						
Revenues						
Dept 000 - GENERAL						
101-000-402.000	CURRENT TAX REVENUES	620,803.00	620,803.00	0.00	620,803.00	0.00
101-000-445.000	INTEREST & PENALTY REVENUES	770.00	770.00	0.00	770.00	0.00
101-000-477.000	CABLE TV REVENUES	14,247.00	14,247.00	0.00	14,247.00	0.00
101-000-491.000	IN-KIND FEES/PEG FEES AT&T	5,163.00	5,163.00	0.00	5,163.00	0.00
101-000-492.000	PERMIT FEES	18,823.00	18,823.00	13,295.00	5,528.00	70.63
101-000-503.000	P- GRANTS	4,000.00	4,000.00	0.00	4,000.00	0.00
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	0.00	1,150.00	0.00
101-000-573.001	ENHANCED ACCESS REVENUE SHARING	744.00	744.00	150.51	593.49	20.23
101-000-574.001	STATE REVENUE SHARING/SALES TAX	107,644.00	107,644.00	0.00	107,644.00	0.00
101-000-574.002	STATE LIQUOR CONTROL COMM	3,548.00	3,548.00	0.00	3,548.00	0.00
101-000-656.000	DISTRICT COURT REVENUE	9,428.00	9,428.00	536.25	8,891.75	5.69
101-000-665.000	INTEREST EARNED	1,588.00	1,588.00	43.12	1,544.88	2.72
101-000-666.000	DIVIDENDS AND REBATES	1,630.00	1,630.00	0.00	1,630.00	0.00
101-000-667.000	GAZEBO RENTALS	4,000.00	4,000.00	200.00	3,800.00	5.00
101-000-667.001	EQUIPMENT RENTAL	26,000.00	26,000.00	0.00	26,000.00	0.00
101-000-670.000	MISCELLANEOUS INCOME	1,500.00	1,500.00	550.00	950.00	36.67
101-000-670.001	SPECIAL EVENTS REVENUE	2,500.00	2,500.00	0.00	2,500.00	0.00
101-000-699.390	TRANSFER IN FROM FUND BALANCE	159,432.00	159,432.00	0.00	159,432.00	0.00
Total Dept 000 - GENERAL		990,970.00	990,970.00	14,774.88	976,195.12	1.49
TOTAL REVENUES		990,970.00	990,970.00	14,774.88	976,195.12	1.49
Expenditures						
Dept 101 - COUNCIL/MAYOR						
101-101-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	7,750.00	7,750.00	0.00	7,750.00	0.00
101-101-955.000	MISC EXPENSE	1,000.00	1,000.00	0.00	1,000.00	0.00
101-101-958.000	DUES & CONFERENCES	2,500.00	2,500.00	108.93	2,391.07	4.36
Total Dept 101 - COUNCIL/MAYOR		11,250.00	11,250.00	108.93	11,141.07	0.97
Dept 172 - ADMINISTRATION						
101-172-701.002	WAGES - ADMIN ASSISTANT	11,918.00	11,918.00	625.26	11,292.74	5.25
101-172-703.003	SALARY - CITY MANAGER	43,260.00	43,260.00	3,327.70	39,932.30	7.69
101-172-714.000	MERS - EMPLOYEE MATCH	5,000.00	5,000.00	187.60	4,812.40	3.75
101-172-715.000	CITY FICA EXPENSE	4,221.00	4,221.00	302.40	3,918.60	7.16
101-172-719.000	CITY SUTA MESC EXPENSE	600.00	600.00	30.77	569.23	5.13
101-172-722.000	WORKMAN'S COMPENSATION	2,230.00	2,230.00	0.00	2,230.00	0.00
101-172-726.000	SUPPLIES	4,120.00	4,120.00	249.34	3,870.66	6.05
101-172-727.001	POSTAGE	200.00	200.00	0.00	200.00	0.00
101-172-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	4,785.00	4,785.00	0.00	4,785.00	0.00
101-172-850.000	TELEPHONE EXPENSE	8,925.00	8,925.00	1,104.39	7,820.61	12.37
101-172-852.000	TECHNOLOGY/INTERNET EXPENSE	8,373.00	8,373.00	4,089.60	4,283.40	48.84
101-172-860.000	MILEAGE/CONFERENCE	1,000.00	1,000.00	139.91	860.09	13.99
101-172-941.000	RICOH COPIER LEASE	2,500.00	2,500.00	202.65	2,297.35	8.11
101-172-958.000	DUES & CONFERENCES	2,000.00	2,000.00	0.00	2,000.00	0.00
Total Dept 172 - ADMINISTRATION		99,132.00	99,132.00	10,259.62	88,872.38	10.35
Dept 215 - CLERK						

PERIOD ENDING 07/31/2023

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BGDY USED
Fund 101 - GENERAL						
Expenditures						
101-215-703.001	SALARY - CLERK	36,750.00	36,750.00	2,826.92	33,923.08	7.69
101-215-715.000	CITY FICA EXPENSE	2,677.00	2,677.00	216.26	2,460.74	8.08
101-215-719.000	CITY SUTA MESC EXPENSE	50.00	50.00	0.00	50.00	0.00
101-215-901.000	PUBLICATIONS	3,500.00	3,500.00	0.00	3,500.00	0.00
101-215-958.000	DUES & CONFERENCES	1,100.00	1,100.00	0.00	1,100.00	0.00
Total Dept 215 - CLERK		44,077.00	44,077.00	3,043.18	41,033.82	6.90
Dept 223 - AUDIT						
101-223-805.000	AUDIT FEES	11,000.00	11,000.00	0.00	11,000.00	0.00
Total Dept 223 - AUDIT		11,000.00	11,000.00	0.00	11,000.00	0.00
Dept 248 - CHRISTMAS MARKET						
101-248-726.000	SUPPLIES	1,000.00	1,000.00	0.00	1,000.00	0.00
Total Dept 248 - CHRISTMAS MARKET		1,000.00	1,000.00	0.00	1,000.00	0.00
Dept 253 - TREASURER						
101-253-703.002	SALARY - TREASURER	32,038.00	32,038.00	2,464.42	29,573.58	7.69
101-253-715.000	CITY FICA EXPENSE	2,049.00	2,049.00	188.52	1,860.48	9.20
101-253-719.000	CITY SUTA MESC EXPENSE	50.00	50.00	0.00	50.00	0.00
101-253-726.000	SUPPLIES	1,200.00	1,200.00	267.27	932.73	22.27
101-253-853.000	COMPUTER SUPPORT	3,500.00	3,500.00	2,417.00	1,083.00	69.06
101-253-958.000	DUES & CONFERENCES	1,200.00	1,200.00	0.00	1,200.00	0.00
101-253-960.000	BANK FEES	400.00	400.00	25.90	374.10	6.48
Total Dept 253 - TREASURER		40,437.00	40,437.00	5,363.11	35,073.89	13.26
Dept 257 - ASSESSOR						
101-257-804.000	ASSESSING - OAKLAND COUNTY	8,415.00	8,415.00	8,415.00	0.00	100.00
Total Dept 257 - ASSESSOR		8,415.00	8,415.00	8,415.00	0.00	100.00
Dept 262 - ELECTIONS						
101-262-726.000	SUPPLIES	1,600.00	1,600.00	0.00	1,600.00	0.00
101-262-727.001	POSTAGE	1,100.00	1,100.00	0.00	1,100.00	0.00
101-262-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	5,000.00	5,000.00	804.00	4,196.00	16.08
101-262-901.000	PUBLICATIONS	350.00	350.00	0.00	350.00	0.00
Total Dept 262 - ELECTIONS		8,050.00	8,050.00	804.00	7,246.00	9.99
Dept 265 - BUILDING AND GROUNDS						
101-265-705.000	WAGES - BUILDING MAINTENANCE	5,747.00	5,747.00	169.32	5,577.68	2.95
101-265-705.001	WAGES - BUILDING MAINTENANCE O/T	300.00	300.00	0.00	300.00	0.00
101-265-706.000	WAGES - VILLAGE GROUNDS PARK	26,000.00	26,000.00	2,721.77	23,278.23	10.47
101-265-706.001	WAGES - DPW VILLAGE GROUNDS/PARK O/T	4,500.00	4,500.00	828.32	3,671.68	18.41
101-265-715.000	CITY FICA EXPENSE	2,796.00	2,796.00	284.53	2,511.47	10.18
101-265-719.000	CITY SUTA MESC EXPENSE	50.00	50.00	0.00	50.00	0.00
101-265-726.004	SUPPLIES-VH BUILDING	2,000.00	2,000.00	46.41	1,953.59	2.32

PERIOD ENDING 07/31/2023

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BGD USED
Fund 101 - GENERAL						
Expenditures						
101-265-728.000	PARK MATERIALS	19,000.00	19,000.00	0.00	19,000.00	0.00
101-265-818.000	RUBBISH COLLECTION	800.00	800.00	219.46	580.54	27.43
101-265-920.000	DETROIT EDISON-VH	2,507.00	2,507.00	0.00	2,507.00	0.00
101-265-921.000	CONSUMERS ENERGY-VH	1,910.00	1,910.00	0.00	1,910.00	0.00
101-265-923.000	DTE UPPER PARKING LOT	2,367.00	2,367.00	0.00	2,367.00	0.00
101-265-923.001	DTE DEPOT PARK	276.00	276.00	28.62	247.38	10.37
101-265-924.000	SEWER & WATER-VH	900.00	900.00	96.00	804.00	10.67
101-265-931.000	BUILDING MAINTENANCE-VH	400.00	400.00	50.96	349.04	12.74
101-265-934.000	MILL POND ASSESSMENT	118.00	118.00	0.00	118.00	0.00
101-265-935.000	STORM WATER DISCHARGE PERMIT	750.00	750.00	0.00	750.00	0.00
101-265-956.000	WATER LEVEL CONTROL	150.00	150.00	0.00	150.00	0.00
101-265-957.000	CDBG DISBURSEMENTS	8,000.00	8,000.00	0.00	8,000.00	0.00
Total Dept 265 - BUILDING AND GROUNDS		78,571.00	78,571.00	4,445.39	74,125.61	5.66
Dept 266 - ATTORNEY						
101-266-803.000	LEGAL FEES	37,500.00	37,500.00	0.00	37,500.00	0.00
Total Dept 266 - ATTORNEY		37,500.00	37,500.00	0.00	37,500.00	0.00
Dept 267 - INSURANCES						
101-267-961.001	PROPERTY INSURANCE	777.00	777.00	777.00	0.00	100.00
101-267-961.002	ERRORS & OMISSIONS INSURANCE	7,634.00	7,634.00	7,634.00	0.00	100.00
101-267-961.003	GENERAL LIABILITY INSURANCE	3,311.00	3,311.00	3,311.00	0.00	100.00
101-267-961.004	PROPERTY INSURANCE-OPEN SPACES	996.00	996.00	996.00	0.00	100.00
101-267-961.005	EQUIPMENT INSURANCE	3,451.00	3,451.00	3,451.00	0.00	100.00
Total Dept 267 - INSURANCES		16,169.00	16,169.00	16,169.00	0.00	100.00
Dept 301 - POLICE						
101-301-802.000	LAW ENFORCEMENT	148,862.00	148,862.00	0.00	148,862.00	0.00
Total Dept 301 - POLICE		148,862.00	148,862.00	0.00	148,862.00	0.00
Dept 302 - CODE ENFORCEMENT						
101-302-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	4,357.00	4,357.00	0.00	4,357.00	0.00
Total Dept 302 - CODE ENFORCEMENT		4,357.00	4,357.00	0.00	4,357.00	0.00
Dept 336 - FIRE						
101-336-802.001	FIRE PROTECTION - IND TWP	176,343.00	176,343.00	0.00	176,343.00	0.00
Total Dept 336 - FIRE		176,343.00	176,343.00	0.00	176,343.00	0.00
Dept 371 - BUILDING INSPECTION						
101-371-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	8,500.00	8,500.00	882.09	7,617.91	10.38
101-371-809.000	BLDG DEPT PROFESSIONAL FEES	19,100.00	19,100.00	0.00	19,100.00	0.00
Total Dept 371 - BUILDING INSPECTION		27,600.00	27,600.00	882.09	26,717.91	3.20

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDDT USED
Fund 101 - GENERAL						
Expenditures						
Dept 441 - DPW						
101-441-709.000	WAGES - DPW LEAVE & HOLIDAY PAY	3,974.00	3,974.00	600.00	3,374.00	15.10
101-441-709.001	WAGES - DPW TASTE OF CLARKSTON	1,400.00	1,400.00	0.00	1,400.00	0.00
101-441-709.006	WAGES - DPW CONCERTS IN PARK	431.00	431.00	1,396.89	(965.89)	324.10
101-441-709.007	WAGES - DPW ART IN THE VILLAGE	331.00	331.00	0.00	331.00	0.00
101-441-709.008	WAGES - DPW PARADES	718.00	718.00	0.00	718.00	0.00
101-441-712.000	HEALTH INSURANCE	5,888.00	5,888.00	450.46	5,437.54	7.65
101-441-713.000	PHYSICAL EXPENSES	300.00	300.00	0.00	300.00	0.00
101-441-715.000	CITY FICA EXPENSE	524.00	524.00	152.77	371.23	29.15
101-441-719.000	CITY SUTA MESC EXPENSE	75.00	75.00	0.00	75.00	0.00
101-441-726.000	DPW SUPPLIES	3,000.00	3,000.00	0.00	3,000.00	0.00
101-441-850.000	TELEPHONE EXPENSE - DPW	900.00	900.00	75.00	825.00	6.33
101-441-932.001	EQUIPMENT MAINTENANCE	1,000.00	1,000.00	0.00	1,000.00	0.00
101-441-940.004	NEW LEASE SPACE	18,637.00	18,637.00	0.00	18,637.00	0.00
Total Dept 441 - DPW		37,178.00	37,178.00	2,675.12	34,502.88	7.20
Dept 446 - HIGHWAY, STREETS, BRIDGES						
101-446-704.001	WAGES - DPW MAINTENANCE-PICKUP TRUCK	1,383.00	1,383.00	0.00	1,383.00	0.00
101-446-704.002	WAGES - DPW MAINTENANCE-DUMP TRUCK	2,356.00	2,356.00	0.00	2,356.00	0.00
101-446-704.003	WAGES - DPW MAINTENANCE-LOADER	221.00	221.00	0.00	221.00	0.00
101-446-704.004	WAGES - DPW MAINTENANCE-TRACTOR	662.00	662.00	0.00	662.00	0.00
101-446-704.005	WAGES - DPW MAINTENANCE-SWEEPER	110.00	110.00	0.00	110.00	0.00
101-446-704.007	WAGES - DPW MAINTENANCE-LIFT	110.00	110.00	0.00	110.00	0.00
101-446-715.000	CITY FICA EXPENSE	279.00	279.00	0.00	279.00	0.00
101-446-726.000	DPW EQUIPMENT	4,300.00	4,300.00	0.00	4,300.00	0.00
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	0.00	2,500.00	0.00
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	0.00	350.00	0.00
101-446-861.005	MATERIAL & OUTSIDE LABOR-TRACTOR	200.00	200.00	0.00	200.00	0.00
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	6,000.00	6,000.00	0.00	6,000.00	0.00
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		24,271.00	24,271.00	0.00	24,271.00	0.00
Dept 448 - STREET LIGHTING						
101-448-926.000	DTE STREET LIGHTING	15,569.00	15,569.00	0.00	15,569.00	0.00
Total Dept 448 - STREET LIGHTING		15,569.00	15,569.00	0.00	15,569.00	0.00
Dept 569 - WATERSHED COUNCIL						
101-569-956.002	CLINTON RIVER WATERSHED EXPENSES	850.00	850.00	0.00	850.00	0.00
Total Dept 569 - WATERSHED COUNCIL		850.00	850.00	0.00	850.00	0.00
Dept 701 - PLANNING						
101-701-810.001	ENGINEERING SERVICES	9,000.00	9,000.00	0.00	9,000.00	0.00
101-701-811.000	PLANNER FEES	4,000.00	4,000.00	0.00	4,000.00	0.00
101-701-958.000	PLANNING COMMISSION	2,000.00	2,000.00	0.00	2,000.00	0.00



REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
 PERIOD ENDING 07/31/2023

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDDT USED
Fund 101 - GENERAL						
Expenditures						
Total Dept 701 - PLANNING		15,000.00	15,000.00	0.00	15,000.00	0.00
Dept 723 - HISTORIC DISTRICT						
101-723-958.000	HISTORIC DIST COMMISSION EXP	3,000.00	3,000.00	0.00	3,000.00	0.00
Total Dept 723 - HISTORIC DISTRICT		3,000.00	3,000.00	0.00	3,000.00	0.00
Dept 906 - DEBT SERVICE						
101-906-994.006	INTEREST EXPENSE - GF - CITY HALL	2,814.00	2,814.00	0.00	2,814.00	0.00
Total Dept 906 - DEBT SERVICE		2,814.00	2,814.00	0.00	2,814.00	0.00
Dept 999 - TRANSFERS OUT						
101-999-995.401	TRANSFER OUT TO CAPITAL PROJECT FUND	179,525.00	179,525.00	0.00	179,525.00	0.00
Total Dept 999 - TRANSFERS OUT		179,525.00	179,525.00	0.00	179,525.00	0.00
TOTAL EXPENDITURES		990,970.00	990,970.00	52,165.44	938,804.56	5.26
Fund 101 - GENERAL:						
TOTAL REVENUES		990,970.00	990,970.00	14,774.88	976,195.12	1.49
TOTAL EXPENDITURES		990,970.00	990,970.00	52,165.44	938,804.56	5.26
NET OF REVENUES & EXPENDITURES		0.00	0.00	(37,390.56)	37,390.56	100.00

PERIOD ENDING 07/31/2023

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BGD USED
Fund 202 - MAJOR STREET						
Revenues						
Dept 000 - GENERAL						
202-000-574.000	STATE SHARED REVENUES	82,690.00	82,690.00	7,146.31	75,543.69	8.64
Total Dept 000 - GENERAL		82,690.00	82,690.00	7,146.31	75,543.69	8.64
TOTAL REVENUES		82,690.00	82,690.00	7,146.31	75,543.69	8.64
Expenditures						
Dept 451 - NON-WINTER						
202-451-703.005	SALARY - NON-WINTER MAINTENANCE	12,248.00	12,248.00	1,228.97	11,019.03	10.03
202-451-703.008	SALARY - NON-WINTER O/T MAINT	1,000.00	1,000.00	845.99	154.01	84.60
202-451-715.000	CITY FICA EXPENSE	1,013.00	1,013.00	158.73	854.27	15.67
202-451-719.000	CITY SUTA MESC EXPENSE	50.00	50.00	0.00	50.00	0.00
202-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	1,840.00	1,840.00	0.00	1,840.00	0.00
202-451-775.000	TOOLS - NON-WINTER MAINTENANCE	400.00	400.00	0.00	400.00	0.00
202-451-776.000	CRACK FILL - MAJOR RD - NON-WINTER	5,000.00	5,000.00	0.00	5,000.00	0.00
Total Dept 451 - NON-WINTER		21,551.00	21,551.00	2,233.69	19,317.31	10.36
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	7,000.00	7,000.00	0.00	7,000.00	0.00
202-452-966.000	STATE TRUNKLINE OVERHEAD	250.00	250.00	0.00	250.00	0.00
Total Dept 452 - TRAFFIC		9,250.00	9,250.00	0.00	9,250.00	0.00
Dept 453 - WINTER						
202-453-703.006	SALARY - WINTER MAINTENANCE	13,475.00	13,475.00	0.00	13,475.00	0.00
202-453-703.009	SALARY - WINTER MAINT O/T	5,000.00	5,000.00	0.00	5,000.00	0.00
202-453-715.000	CITY FICA EXPENSE	1,413.00	1,413.00	0.00	1,413.00	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	800.00	800.00	0.00	800.00	0.00
202-453-778.001	SALT - WINTER MAINTENANCE	5,000.00	5,000.00	0.00	5,000.00	0.00
202-453-945.001	EQUIPMENT RENTAL - WINTER	7,500.00	7,500.00	0.00	7,500.00	0.00
Total Dept 453 - WINTER		33,988.00	33,988.00	0.00	33,988.00	0.00
Dept 999 - TRANSFERS OUT						
202-999-995.203	TRANSFER OUT TO LOCAL STREETS	7,762.00	7,762.00	0.00	7,762.00	0.00
Total Dept 999 - TRANSFERS OUT		7,762.00	7,762.00	0.00	7,762.00	0.00
TOTAL EXPENDITURES		72,551.00	72,551.00	2,233.69	70,317.31	3.08
Fund 202 - MAJOR STREET:						
TOTAL REVENUES		82,690.00	82,690.00	7,146.31	75,543.69	8.64
TOTAL EXPENDITURES		72,551.00	72,551.00	2,233.69	70,317.31	3.08

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON  
PERIOD ENDING 07/31/2023


GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET						
NET OF REVENUES & EXPENDITURES		10,139.00	10,139.00	4,912.62	5,226.38	46.45

PERIOD ENDING 07/31/2023

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BGD USED
Fund 203 - LOCAL STREET						
Revenues						
Dept 000 - GENERAL						
203-000-574.000	STATE SHARED REVENUES	27,563.00	27,563.00	2,481.34	25,081.66	9.00
203-000-699.202	TRANSFER IN FROM MAJOR ROAD FUND	7,762.00	7,762.00	0.00	7,762.00	0.00
Total Dept 000 - GENERAL		35,325.00	35,325.00	2,481.34	32,843.66	7.02
TOTAL REVENUES		35,325.00	35,325.00	2,481.34	32,843.66	7.02
Expenditures						
Dept 451 - NON-WINTER						
203-451-703.005	SALARY - NON-WINTER MAINTENANCE	5,078.00	5,078.00	454.57	4,623.43	8.95
203-451-703.008	SALARY - NON-WINTER O/T MAINT	400.00	400.00	312.90	87.10	78.23
203-451-715.000	CITY FICA EXPENSE	420.00	420.00	58.71	361.29	13.98
203-451-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	0.00	25.00	0.00
203-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	800.00	800.00	0.00	800.00	0.00
203-451-775.000	TOOLS - NON-WINTER MAINTENANCE	400.00	400.00	0.00	400.00	0.00
203-451-776.001	LOCAL CRACK FILL	5,000.00	5,000.00	0.00	5,000.00	0.00
Total Dept 451 - NON-WINTER		12,123.00	12,123.00	826.18	11,296.82	6.81
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	4,837.00	4,837.00	0.00	4,837.00	0.00
203-453-703.009	SALARY - WINTER MAINT O/T	2,318.00	2,318.00	0.00	2,318.00	0.00
203-453-715.000	CITY FICA EXPENSE	547.00	547.00	0.00	547.00	0.00
203-453-719.000	CITY SUTA MESC EXPENSE	50.00	50.00	0.00	50.00	0.00
203-453-726.002	SUPPLIES & MTLs - WINTER MAINT	400.00	400.00	0.00	400.00	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	2,500.00	2,500.00	0.00	2,500.00	0.00
203-453-945.001	EQUIPMENT RENTAL - WINTER	6,500.00	6,500.00	0.00	6,500.00	0.00
203-453-955.001	MISC EXPENSE - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
Total Dept 453 - WINTER		18,102.00	18,102.00	0.00	18,102.00	0.00
TOTAL EXPENDITURES		35,325.00	35,325.00	826.18	34,498.82	2.34
Fund 203 - LOCAL STREET:						
TOTAL REVENUES		35,325.00	35,325.00	2,481.34	32,843.66	7.02
TOTAL EXPENDITURES		35,325.00	35,325.00	826.18	34,498.82	2.34
NET OF REVENUES & EXPENDITURES		0.00	0.00	1,655.16	(1,655.16)	100.00

PERIOD ENDING 07/31/2023

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDGT USED
Fund 401 - CAPITAL PROJECT FUND						
Revenues						
Dept 000 - GENERAL						
401-000-699.101	TRANSFER IN FROM GENERAL FUND	180,387.00	180,387.00	0.00	180,387.00	0.00
401-000-699.231	TRANSFER IN FROM PARKING FUND	44,208.00	44,208.00	0.00	44,208.00	0.00
Total Dept 000 - GENERAL		224,595.00	224,595.00	0.00	224,595.00	0.00
TOTAL REVENUES		224,595.00	224,595.00	0.00	224,595.00	0.00
Expenditures						
Dept 265 - BUILDING AND GROUNDS						
401-265-728.000-FY17	FRIEND FRIENDS OF DEPOT PARK	5,500.00	5,500.00	158.96	5,341.04	2.89
Total Dept 265 - BUILDING AND GROUNDS		5,500.00	5,500.00	158.96	5,341.04	2.89
Dept 446 - HIGHWAY, STREETS, BRIDGES						
401-446-817.000	TREE PLANTING	5,000.00	5,000.00	0.00	5,000.00	0.00
401-446-819.000	STREET SIGNS & POSTS	1,000.00	1,000.00	0.00	1,000.00	0.00
401-446-930.007	SAFETY CROSSWALK PAINT/TAPE	4,500.00	4,500.00	0.00	4,500.00	0.00
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		10,500.00	10,500.00	0.00	10,500.00	0.00
Dept 901 - CAPITAL OUTLAY						
401-901-726.000	OFFICE FURNITURE	1,000.00	1,000.00	0.00	1,000.00	0.00
401-901-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	56,100.00	56,100.00	0.00	56,100.00	0.00
401-901-930.005	SIDEWALK REPAIR	44,208.00	44,208.00	0.00	44,208.00	0.00
401-901-930.006	RESURFACING OF ROADS	96,787.00	96,787.00	0.00	96,787.00	0.00
401-901-930.014	SECURITY SYSTEMS AND CAMERA	8,000.00	8,000.00	0.00	8,000.00	0.00
401-901-930.015	ELECTRONIC SPEED CONTROL & MAINT.	2,500.00	2,500.00	0.00	2,500.00	0.00
Total Dept 901 - CAPITAL OUTLAY		208,595.00	208,595.00	0.00	208,595.00	0.00
TOTAL EXPENDITURES		224,595.00	224,595.00	158.96	224,436.04	0.07
Fund 401 - CAPITAL PROJECT FUND:						
TOTAL REVENUES		224,595.00	224,595.00	0.00	224,595.00	0.00
TOTAL EXPENDITURES		224,595.00	224,595.00	158.96	224,436.04	0.07
NET OF REVENUES & EXPENDITURES		0.00	0.00	(158.96)	158.96	100.00
TOTAL REVENUES - ALL FUNDS						
		1,333,580.00	1,333,580.00	24,402.53	1,309,177.47	1.83
TOTAL EXPENDITURES - ALL FUNDS						
		1,323,441.00	1,323,441.00	55,384.27	1,268,056.73	4.18
NET OF REVENUES & EXPENDITURES		10,139.00	10,139.00	(30,981.74)	41,120.74	305.57



# INDEPENDENCE TWP DWSD/WRC SEWER CHARGES 2023-2024 RATE YEAR

COST BREAKDOWN OF MONTHLY SEWAGE DISPOSAL FEES

JULY 1<sup>ST</sup> ,2023 thru JUNE 30<sup>TH</sup> ,2024 RATE YEAR  
NEW MONTHLY DISPOSAL FEE IS

\$294,108.17

This is an INCREASE OF 7.5% OVER last year

Breakdown of All Monthly Charges Effective  
July 1, 2023

SEWAGE DISPOSAL FEE-----	\$294,108.00
TRUE UP-----	\$8,892.00
BOND DEBIT-----	\$36,567.00

MONTHLY TOTAL= \$339,567

X 12

YEARLY TOTAL = \$4,074,804

# Pass Thru of GLWA/WRC Charges Cost per "REU" Breakdown

(Calculations Includes Village of Clarkston REU's)

Total sewage obligation cost	<u>\$4,074,804</u>
Divided by total number of "REU's"	<u>/11,785</u>
Yearly cost per REU	\$346
Divided by 4 (quarterly billing)	<u>/ 4</u>
Quarterly charge per "REU"	\$86.50
Independence operating charge per REU	<u>+ \$28</u>
New quarterly rate per REU = \$114.50	



## COMPARISON TO LAST YEAR

CURRENT REU CHARGE

\$108.32

NEW REU CHARGE WITH PASS THRU  
INCREASE ONLY

\$114.50

Single family homes will see an increase to their Quarterly  
sewage bill of \$6.18



New approved rate for  
Independence customer will be  
effective the beginning of 3 quarter  
billing starting July 16<sup>th</sup>, 2023

# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Resolution - Repaving of Depot Road

WHEREAS, the City utilizes the Pavement Surface Evaluation and Rating (PASER) System maintained by City Engineer Hubbell, Roth and Clark to prioritize the repairs or repaving of the City roadways, and;

WHEREAS, in the 2022 update to the PASER ratings, there were several roadways rated "3" (the lowest rating shown), but Depot Road is considered the City's highest priority roadway because of it's high volume (est. 3K per day), and;

WHEREAS, the City received a total of \$96,787 in 2022 from the Federal Government's American Rescue Plan Act (ARPA) to offset lost revenue during the COVID-19 pandemic, and;

WHEREAS, the City's 23-24 FY budget included a proposal to use the \$97,787 in ARPA funds for the resurfacing of Depot Road, and;

WHEREAS, the City has obtained a competitively vetted quote for the milling and repaving of Depot Road (from Main Street to S. Holcomb) in the amount of \$114,200 from the Road Commission of Oakland County (RCOC), and;

WHEREAS, the quote includes milling down 4" of the existing asphalt and replacing this with two 2" layers of new asphalt over a period of three work days, and;

WHEREAS, a 7.5% contingency allowance (\$8,565) is recommended for parking space restriping and unforeseen issues, bringing the total fund request to \$122,765 (\$114,200 plus \$8,565 contingency), and;

WHEREAS, earlier this year the City was awarded a Local Road Improvement Program (LRIP) grant for 2023 in the amount of \$3,245, with the understanding that these funds would be applied to the repaving of Depot Road, and;

**NOW THEREFORE, BE IT RESOLVED** that the City of the Village of Clarkston hereby authorizes the City Manager to contract with the Road Commission of Oakland County to repave Depot Road at a not-to-exceed cost of \$122,765 (\$114,200 cost estimate plus \$8,565 contingency). The project will be funded as follows: \$97,787 from the ARPA funds in the 23/24 FY Capital Outlay budget (401-901-970.006), \$3,245 from the LRIP Grant, and the balance (\$21,733) from the Parking Fund (231-000-001.000) designated for road, sidewalk and parking lot maintenance.

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

Resolution is Defeated

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

August 28, 2023

\_\_\_\_\_  
Date

# Quote Details from the Road Commission of Oakland County

Ace-Saginaw Paving Company hereby submits unit pricing for the Depot Rd. project in Clarkston:

LINE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	MOBILIZATION	1	LUMP	\$5,000.00	\$5,000.00
2	COLD MILLING HMA, 4" DEPTH	2655	SYD	\$10.00	\$26,550.00
3	HMA 5EML, 4" (PLACED IN TWO 2" LIFTS)	663.75	TON	\$120.00	\$79,650.00
4	TRAFFIC CONTROL DEVICES & REGULATORS	1	LUMP	\$3,000.00	\$3,000.00
				TOTAL	\$114,200.00

This proposal specifically excludes the following: engineering, engineered drawings, staking, surveys, geotechnical investigations, removal/handling any buried/hidden objects, structural demolition below grade, subgrade undercuts due to unsuitable or unstable soils/materials, aggregate base materials, drainage structure adjustments, geotextile materials, soil stabilization, dewatering, herbicide, pavement markings, locating private/public utilities, subgrade underdrains, winter protection, provisions for frost laws, hazardous/toxic material removals, utility work, dewatering, permits, bonds, materials testing, or inspection fees.

Proposal is based on the following construction sequence:

Day 1 (Saturday): Close road & mill

Day 2 (Sunday): Place 2" depth HMA leveling course & open road

Day 3 (Saturday): Close road, place 2" depth HMA top course & open road

Best Regards,

Tom Gatza

Estimator/Project Manager

Ace-Saginaw Paving Company, Flint Office

(810) 238-1737 Ext. 14106 Desk

(810) 614-4929 Cell

(810) 238-4326 Fax

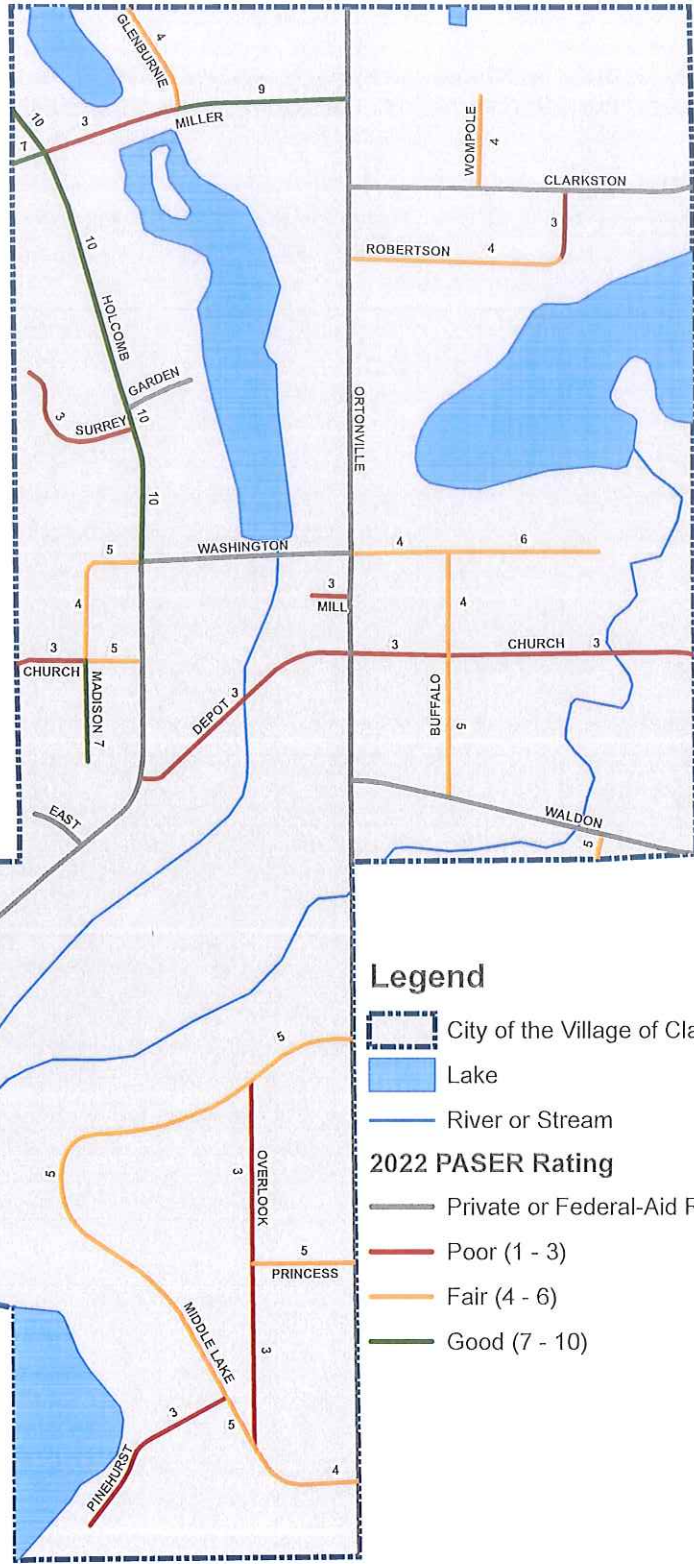
[tgatza@acesaginawpaving.com](mailto:tgatza@acesaginawpaving.com)

[www.ace-saginawpaving.com](http://www.ace-saginawpaving.com)

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



# City of the Village of Clarkston 2022 PASER Rating



## Legend

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

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



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

# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Resolution - City Website Renewal

WHEREAS, the City 's current website was developed by CivicPlus in 2015, and;

WHEREAS, websites for business and municipalities have become a crucial means of stay connecting with the consumers/residents and experts recommend that websites be refreshed or redeveloped every two to three years, and;

WHEREAS, complaints about the lack of user friendliness of our current website are common - - from both our residents attempting to navigate the website as well as the staff attempting to perform updates on the website, and;

WHEREAS, the City's 23-24 FY budget includes \$10,000 for City Websites Updates and Upgrades, and;

WHEREAS, the City has consulted with the current website developer (CivicPlus) as well as three other website developers (Revise, IGD Solutions and MuniWeb) before obtaining proposals, summarized in the attached comparison, and;

WHEREAS, the the City Staff has carefully reviewed the four proposals, the development costs, the recurring costs and - most importantly - the quality and useability of other municipal websites they have developed, and;

WHEREAS, upon completing the reviews, the City Staff is recommending that the City contract with Revise to develop the new website, even if not the lowest price bidder, and;

**NOW THEREFORE, BE IT RESOLVED** that the City of the Village of Clarkston hereby authorizes the City Manager to contract with the website developer Revise to construct the City's new website, with a one-time development fee of \$9,999.00 to be funded by the Professional & Contractual Services budget within the Capital Project Fund (401-901-805.001) and with recurring annual costs of \$2,500.00 to be funded by the Technology & Internet Expense budget within the General Fund (101-172-852.000).

Casey	Forte	Fuller	Haven	Lamphier	Rodgers	Wylie	Totals
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Resolution is Adopted

Resolution is Defeated

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

\_\_\_\_\_  
August 28, 2023

\_\_\_\_\_  
Date

# WEBSITE COMPARISON LIST

Website Company	Feature 1	Feature 2	One-Time Development Fee	Recurring Fee(s)	Notes
CivicPlus	Current Vendor = easy transition. Also, Handles websites for Fenton & City of Bloomfield Hills	CivicPlus is located in Manhattan, KS	\$9,603.58	\$5,498.20/Annual	The City of the Village of Clarkston 's current website vendor. Includes ChatBot.
Revise	Handles many government websites: Independence Twp., Springfield Twp., City of Auburn Hills, City of Troy, South Lyon, West Bloomfield Twp., etc.	Revise is Located in Troy, MI	\$9,999.00	2500.00/Year	Customer Support, Software & Security Updates, Content Migration, on-site Training or remote, security certificate., etc. Included.
IGD Solutions	Handles many Oakland Co. Schools websites.	IGD Solutions is Located in Clarkston, MI	15,000 Website, Hosting \$200.00, Directory Listings \$150.00	\$150/Monthly & \$450.00/Year = \$2,250.00/Year	Discount: from \$22,000.00 to \$15,000 for Development, Maintenance not included.
MuniWeb	Handles many government websites: City of Novi, City of Farmington Hills, City of Farmington, etc.	MuniWeb is Located in Bloomfield Twp., MI	\$9,850.00	\$220.00 Monthly = \$2,640.00/Year	Customer Support, Warranty, Content Migration, Training all included.



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
Q-42515-1  
5/2/2023 1:34 PM  
8/31/2023

**Client:**  
CLARKSTON, MICHIGAN

**Bill To:**  
CLARKSTON, MICHIGAN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Steven Skok	x	steven.skok@civicplus.com		Net 30

Website Redesign/Training

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Standard Redesign Implementation - CivicEngage	Standard Redesign Implementation	One-time	USD 4,428.00
1.00	Recurring Virtual Consulting (3h, virtual) - Web Central	Recurring Virtual Consulting Annual Fee (Up to 3 Hours) - CivicEngage.	Renewable	USD 941.32

Website Citizen Engagement Tool Chatbot

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	Renewable	USD 4,234.26

List Price -- Year 1 Total	USD 11,517.11
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Total Investment - Prorated Year 1	USD 9,603.58
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Annual Recurring Services (Subject to Uplift)	USD 5,498.20
---	--------------

Total Days of Quote:344

Initial Term Invoice Schedule	100% Invoiced upon Signature Date
Annual Uplift	As agreed to in the Agreement



The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current CivicEngage billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

Authorized Client Signature

CivicPlus

By:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

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

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

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

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

Organization Legal Name:

\_\_\_\_\_  
Billing Contact:

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

\_\_\_\_\_  
Billing Phone Number:

\_\_\_\_\_  
Billing Email:

\_\_\_\_\_  
Billing Address:

\_\_\_\_\_  
Mailing Address: (If different from above)

\_\_\_\_\_  
PO Number: (Info needed on Invoice (PO or Job#) if required)

# WEBSITE COMPARISON LIST

Website Company	Feature 1	Feature 2	One-Time Development Fee	Recurring Fee(s)	Notes
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IGD Solutions	Handles many Oakland Co. Schools websites.	IGD Solutions is Located in Clarkston, MI	15,000 Website, Hosting \$200.00, Directory Listings \$150.00	\$150/Monthly & \$450.00/Year = \$2,250.00/Year	Discount: from \$22,000.00 to \$15,000 for Development, Maintenance not included.
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# revize.

The Government Website Experts

## The Village of Clarkston, MI



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Government Project Experience	11
Government Account References	20
Revize Quote	21
Included Features	22

## Revize Michigan Clients!

- Adrian, MI [www.adriancity.com](http://www.adriancity.com)
- Auburn Hills, MI [www.auburnhills.org](http://www.auburnhills.org)
- Benzie County, MI [www.benzieco.net](http://www.benzieco.net)
- Brownstown Township, MI [www.brownstown-mi.org](http://www.brownstown-mi.org)
- Delta Township, MI [www.deltami.gov](http://www.deltami.gov)
- East Bay Township, MI [www.eastbaytwp.org](http://www.eastbaytwp.org)
- Frankfort, MI [www.frankfortmich.com](http://www.frankfortmich.com)
- Gladwin, MI [www.gladwin.org](http://www.gladwin.org)
- Grandville, MI [www.cityofgrandville.com](http://www.cityofgrandville.com)
- Kalkaska County, MI [www.kalkaskacounty.net](http://www.kalkaskacounty.net)
- Petoskey, MI [www.petoskey.us](http://www.petoskey.us)
- Rockford, MI [www.rockford.mi.us](http://www.rockford.mi.us)
- South Lyon, MI [www.southlyonmi.org](http://www.southlyonmi.org)
- Troy, MI [www.troymi.gov](http://www.troymi.gov)
- And Nearly 300 More!

## Revize Clients!

- Arcadia, CA [www.arcadiaca.gov](http://www.arcadiaca.gov)
- Clark County, NV [www.clarkcountynv.gov](http://www.clarkcountynv.gov)
- Des Moines, IA [www.dsm.city](http://www.dsm.city)
- Glencoe, IL [www.villageofglencoe.org](http://www.villageofglencoe.org)
- Largo, FL [www.largo.com](http://www.largo.com)
- Myrtle Beach, SC [www.cityofmyrtlebeach.com](http://www.cityofmyrtlebeach.com)
- New Bern, NC [www.newbern-nc.org](http://www.newbern-nc.org)
- Olympia, WA [www.olympiawa.gov](http://www.olympiawa.gov)
- St. Petersburg, FL [www.stpete.org](http://www.stpete.org)
- Troy, MI [www.troymi.gov](http://www.troymi.gov)
- And Many More!

Michael Bruckner, Assistant to the City Manager,  
City of Arcadia, CA

“Revize has done it again! Another game changing, cutting edge website that moves the industry forward by connecting citizens to services in as few



Dear Karen, Jonathan, Greg,

Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high-quality, government-compliant web solutions. A myriad of industry awards and hundreds of satisfied clients stand as a testament to the quality and value of our work.

Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user-friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Some of our great clients include:

- City of Largo, FL [www.largo.com](http://www.largo.com)
- New Bern, NC [www.newbern-nc.org](http://www.newbern-nc.org)
- City of Arcadia, CA [www.arcadiaca.gov](http://www.arcadiaca.gov)
- City of St. Petersburg, FL [www.stpete.org](http://www.stpete.org)
- City of Des Moines, IA [www.dsm.city](http://www.dsm.city)
- And Many More!

We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.



Government clients select Revize because we can help them

- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

---

“Revize Websites build engagement  
with your constituents.”

---

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community’s website can serve your residents better, inspire them more, and get them actively involved in your government.

Please contact me if you have any questions at all.

Sincerely,

*Dylan Johnston*

Dylan Johnston  
Senior Account Manager  
248-894-9297  
[dylan@revize.com](mailto:dylan@revize.com)

# Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly. In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

## About Us

With approximately 3,000 government websites launched nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

## Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.

- you will find the communication tools you need such as:

- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Tracker

#### Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

#### Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client's needs, and we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.



Did you know?

Our technical support staff are trained developers. When you call for tech support, you'll be speaking to staff with direct knowledge of development!

# Company Profile

FOUNDED	HEADQUARTERS	PHONE	WEB SITE
1995	150 Kirts Blvd. Troy, MI 48084	248-269-9263	<a href="http://www.revize.com">www.revize.com</a>

Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in the web/internet industry as THE master of government website design, which remains our specialty. We now boast more than 2,500 websites launched in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art Revize Government CMS. Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads:

---

“The empowerment of people through simplified information management technologies.”

---

Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision. While many municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our

Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information – ensuring that the right people always have the right information at the right time.

---

“We are proud of our award winning web designs, technologies, continued innovations to build government centric modules and apps, web content management, training and support capabilities. We are especially proud of being recognized as one of the industry’s top government website experts and innovators. We are committed to pursuing the continued evolution of all our services to provide increased value to our government clients.”

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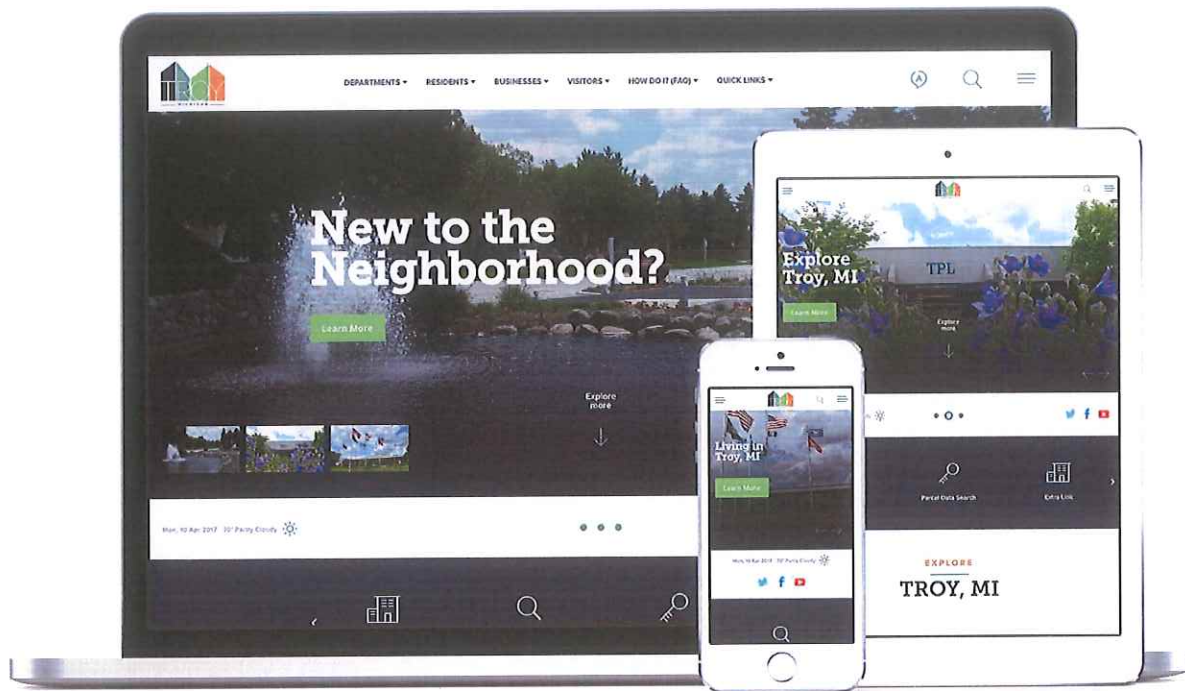


Did you know?

Revize has won national awards for our websites!

# Government Project Experience

## The City of Troy, Michigan



[www.troymi.gov](http://www.troymi.gov)

### Details:

The City of Troy wanted a website to increase ease of communication to all of their audiences. In addition, the city has been experiencing an economic resurgence particularly in the technology sector. In fact, Revize headquarters are in the City of Troy! This project included custom designs for The City, Library, and Recreation Department. Integration with the City's existing 3<sup>rd</sup> party software was a major linchpin of this project. Included is a live-searchable "How Do I" section that narrows down results as the user is typing. This allows any user to easily find what they are looking for regardless of which department it exists under.

## Auburn Hills, Michigan

[www.auburnhills.org](http://www.auburnhills.org)



### Details:

Another longtime Revize client, Auburn Hills is now up and live with their newly redesigned site. Auburn Hills wanted to rebrand themselves with website design that showed off their great residential environment as well as promote its resources to handle Large Corporate World Headquarters and Universities. Auburn Hills is known as the home base for Fiat Chrysler Automobiles. Revize create a personal custom design that shows the particular personality of this fine city while creating an information environment for residents to get any piece of information directly from the home page. This website design incorporates all the resident engagement features a city could ever want from a traditional documents center, FAQ center to Social Media walls. Users will notice that they can easily find the most important online services without having to search through line after line of text.

## The City of Arcadia, California

[www.arcadiaca.gov](http://www.arcadiaca.gov)



### Horizon Interactive Award Winner

#### Details:

The City of Arcadia, California chose Revize because they wanted a website that stood out from all of the others in Los Angeles County. In this site, we built unique designs for the city, recreation department, and library. Each one has its own unique look and feel while maintaining the brand. This site also includes our proprietary “curated search” feature. This feature puts you in control of the search results on the site. You get to decide which results display based on the search criteria your users input into the search. This allows them to find the results they are looking for instantly!



## The City of New Bern, North Carolina

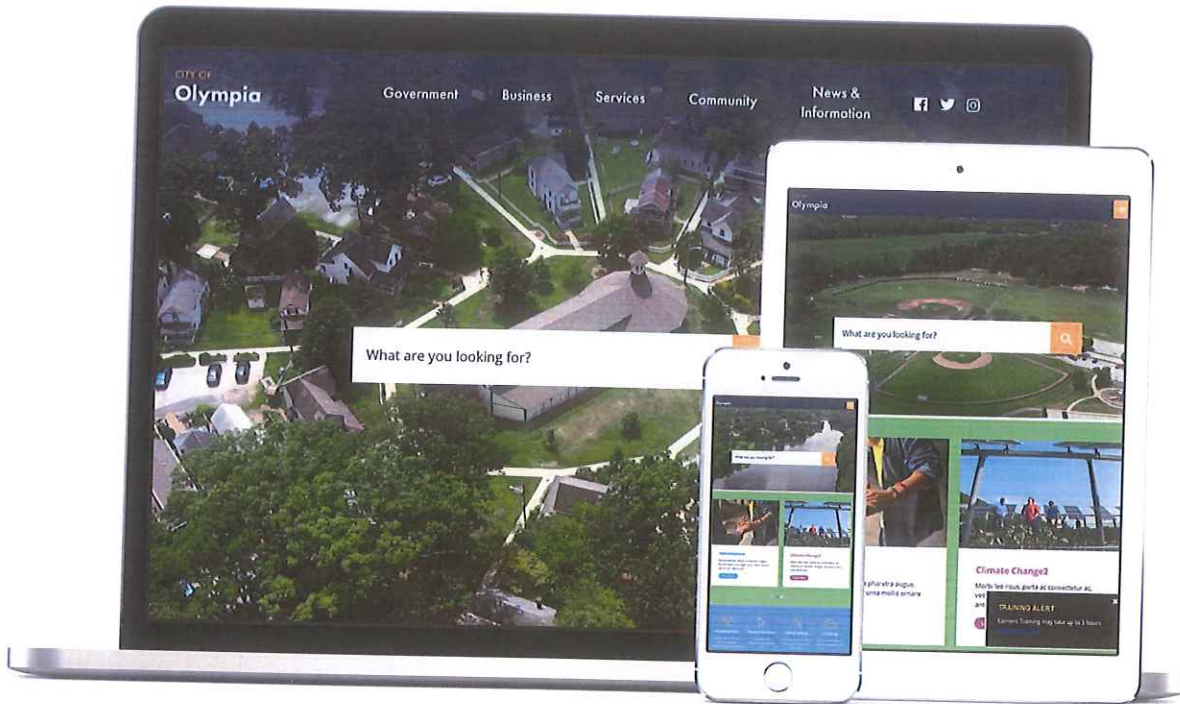
[www.newbernc.gov](http://www.newbernc.gov)



### Details:

New Bern, North Carolina wanted a design unlike any City out there. With this design we pushed the limit of what people think when they see a City website. We integrated a drone video that plays on the full width homepage. In addition, this site features more scrolling than you may notice on more traditional websites. That is a good thing! Users are now, more than ever, viewing websites on their hand-held devices. Some estimates say this is as high as 60% of all internet usage! With more scrolling we are able to give the user a lot of information, without having to squeeze it into such a small space. We use images, icons, and interactive features to create an experience for the user. This type of design also allows us to extend the City's brand in a way that is unmatched in the industry!

## The City of Olympia, Washington



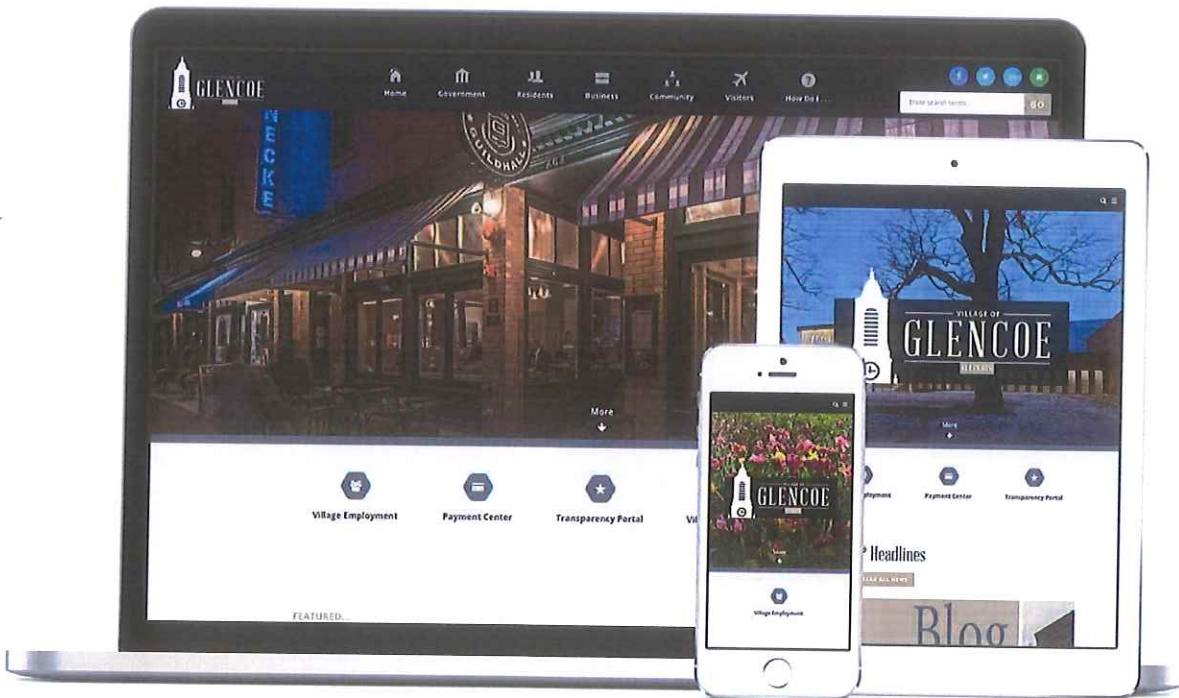
[www.olympiawa.gov](http://www.olympiawa.gov)

### Details:

The City of Olympia, the Capitol City of Washington, presented a unique opportunity for Revize and the City's web team. This website features an extremely innovative homepage. As users scroll from one section to the next, they can explore different trending topics, services, news, events, and much more in an extremely modern fashion. We built this website to be one of the most visually inspiring, but also most functional websites in the United States. With the unique design coupled with features such as a curated "smart search" feature and online interactive forms, this website makes a strong case for that title!

## The Village of Glencoe, Illinois

[www.villageofglencoe.org](http://www.villageofglencoe.org)



### Details:

The Village of Glencoe is beautiful community on the shores of Lake Michigan just north of Chicago. This website brings together an amazing design with a full suite of web apps to engage Village residents. Smooth transitions from the home page to interior pages of this website allow users to find exactly what they are looking for easily. The Revize Public Service Request App, Village Manager's Blog, fillable online form database, and a high traffic featured news and headlines area round out this website!

## The City of St. Petersburg, Florida

[www.stpete.org](http://www.stpete.org)



### Details:

As Florida's 5<sup>th</sup> largest, St. Petersburg is an iconic City with something to offer everyone. Because St. Pete is a longtime Revize client, their team worked very closely with ours and actually provided their own design concepts. We did the integration/pre-launch work and their staff was with us every step of the way. Inner pages are flexible to allow departments to have dedicated pages with a cohesive feel across all pages. Social media feeds from Instagram, Flickr, Facebook, Twitter, and YouTube all on the homepage! St. Petersburg also uses the Revize API to develop their own templates. This website is an elite representation of the power and beauty of the Revize process.

## City of Des Moines, Iowa

[www.dsm.city](http://www.dsm.city)



### Details:

The City of Des Moines, Iowa came to Revize for a website that was completely different. Coming from an internally developed site, they wanted to work with a vendor that could lead them to a new way of interacting with their users. Page layouts were created to allow unique interaction with the City. This included board listings, Q&As, interactive park directories, plain language, and a resident focused navigation. We also incorporated some of their internal databases and features that had been built internally. This site improves the online experience for residents, business owners, and visitors!

## City of Largo, Florida

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



### Details:

Largo, Florida wanted a website like no other. Through a collaboration between the city marketing team and Revize, we were able to create this award-winning website. Each page in this website was designed to uniquely fit the needs of the community. We also built unique designs for the city parks, library, and theater. The navigation within this site is built based on services rather than department silos. Overall, this website brings together an amazing mix of design expertise and functional clarity to create a great user experience!

## Government Account References

**Client: City of Wylie, TX**

*Craig Kelly, Public Information Officer*

Office: (972) 516-6016

Email: [craig.kelly@wylietexas.gov](mailto:craig.kelly@wylietexas.gov)

Website: [www.ci.wylie.tx.us](http://www.ci.wylie.tx.us)

**Client: City of Olympia, WA**

*Joshua Linn, Website Administrator*

Office: (360) 570-3782

Email: [JLinn@ci.olympia.wa.us](mailto:JLinn@ci.olympia.wa.us)

Website: [www.olympiawa.gov](http://www.olympiawa.gov)

**Client: City of Arcadia, CA**

*Michael Bruckner, Assistant to the City Manager*

Office: (626) 574-5433

Email: [mbruckner@ArcadiaCA.gov](mailto:mbruckner@ArcadiaCA.gov)

Website: [www.arcadiaca.gov](http://www.arcadiaca.gov)

**Client: Tipton County, TN**

*Shawn Anderson, GISP Director*

Phone: (901) 476-0234

Email: [sanderson@tiptonco.com](mailto:sanderson@tiptonco.com)

Website: [www.tiptonco.com](http://www.tiptonco.com)

Client: City of Dexter, MI

*Justin Breyer, MPA, City Manager and City Clerk*

Office: (734) 580-2234

Email: [jbreyer@dextermi.gov](mailto:jbreyer@dextermi.gov)

Website: [www.dextermi.gov](http://www.dextermi.gov)

# Revize Quote

Phase 1: Project Planning and Analysis, SOW	Included
Phase 2: Discovery & Design from scratch - One concept, three rounds of changes, home page design, Departmental Page Design and inner page design, includes Responsive Web Programming for great viewing on mobile screens.	\$2,000
Phase 3 & 4: Revize Template Development - Set-up all CMS modules listed on the following page with I-framing or linking to any additional 3rd party web application. You also receive all updates to all CMS modules for the life of your Revize relationship. And you own the technology, design and content!	\$3,000
Phase 5: QA Testing	Included
Phase 6: Site map development/content reorganization and migration from old website into new website including spell checking and style corrections for 2,199 pages and Documents (approximate amount on your website today). To help remove stale content, Revize will not be moving over old announcements, events or calendar items.	\$2,199
Phase 7: Content editing and site administration training on-site or remote (one day session up to 8 hours)	\$1,000
Phase 8: Go live!	Included
Revize Annual Fee, pre-paid: Includes Unlimited Tech Support, CMS software updates security software updates, SSL security certificate, and website health checks. Website hosting Included free of charge (10 GB storage space, 100GB month bandwidth limit) with pre-paid annual fee (no email services):	\$2,500
<b>MI Customer Discount</b>	<b>(\$700)</b>
<b>Grand Total (1st year)</b> Second year and onward investment	<b>\$9,999</b> \$2,500/year



<b>Optional Add on Feature -Agenda Builder</b>	<b>\$1,000 set up, \$2,000/year - support and hosting</b>
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Revize provides a free website design refresh after four consecutive years of annual service if client signs a locked-in rate agreement

### Website Features Included:

The Following Applications & Features will be integrated into Your Website:

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for government. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- Citizen's Communication Center Apps
- Citizen's Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

#### Citizen's Communication Center Apps

- Home Page Alert
- E-Notification Center with Email and Text Alerts
- Document Center with keyword search
- FAQs with keyword search
- News Center with Facebook/Twitter Integration
- "Share This" Social Media App
- Online Web Forms
- Photo Galleries
- Quick Link Buttons
- Revize Web Calendars
- Sliding Feature Bar
- Language Translator over 95 languages

### Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Online Bill Pay via Revize Partner (optional)
- RSS Feed
- Interactive Forms w/ booking feature

### Staff Productivity Apps

- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Bid Posting Management System via Vendor Registry
- Online Web Form Builder
- Website Content Archiving
- Website Content Scheduling
- Agenda Posting Feature

### Site Administration and Security Features

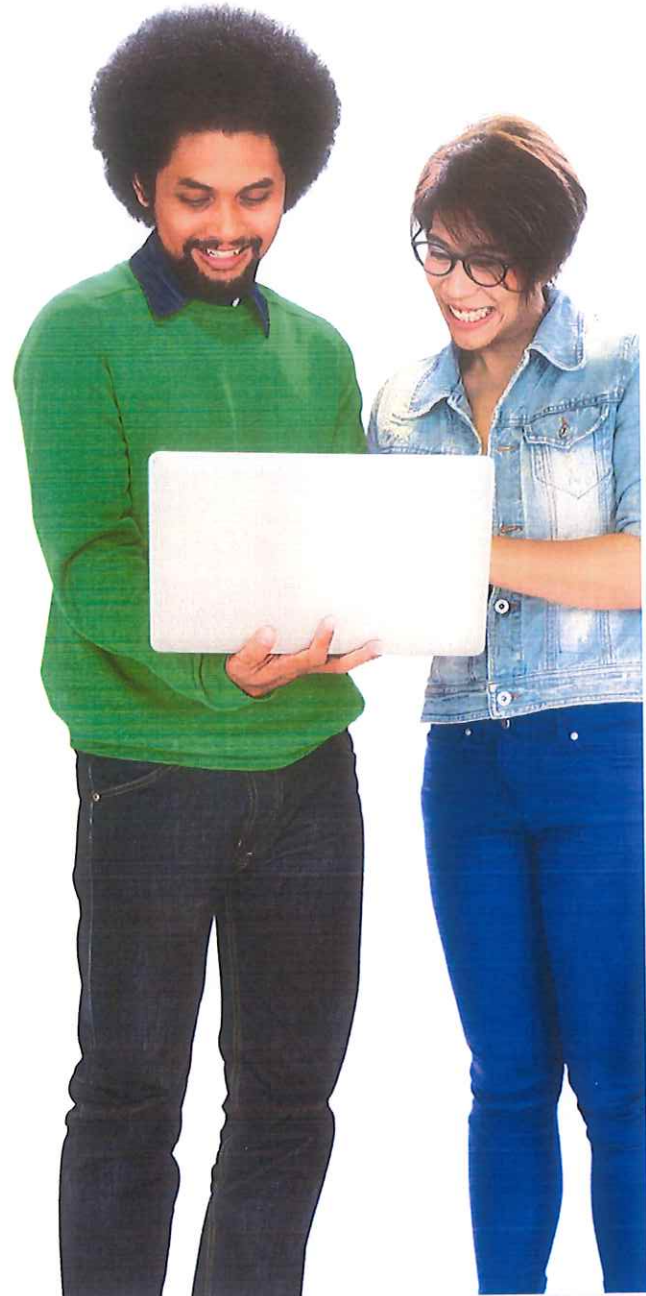
- Audit Trail
- Drag and Drop Menu Management
- Drag and Drop Picture Management
- Drag and Drop Document Management
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics

### Mobile Device and Accessibility Features

- ADA Compliant WCAG 2.1
- ADA Accessibility Widget
- Responsive Website Design (RWD) for great mobile phone viewing

# Revize Support Includes

- 8 AM – 8PM EST Phone Support (Monday thru Friday)
- 24X7X365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter Module support
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and usage



Did you know?

Revize updates your Content Management System an average of 4 times per year!



# Thank you

For Considering Revize

Prepared by Dylan Johnston  
150 Kirts Blvd. Troy, MI 48084  
Ph: 248-928-8045 Fax: 866-346-8880  
[www.revize.com](http://www.revize.com)

# IGD Solutions Corporation

www.igdsolutions.com  
9340 Dixie Hwy  
Clarkston, MI 48348

(248) 625-0817 Phone  
(248) 575-4121 Fax  
info@igdsolutions.com



July 25, 2023

The City of the Village of Clarkston  
Karen DeLorge  
375 Depot Road  
Clarkston, MI 48346

(248) 625-1559 Phone  
delorgek@villageofclarkston.org

Thank you for giving us this opportunity to earn your trust and confidence in working with you to take your business to the next level. IGD Solutions Corporation has been assisting customers for over 25 years by helping figure out how to make the Internet work for their business. We communicate with our clients in plain English and focus on generating a return on investment with every project.

The City of the Village of Clarkston would like to make their website easier to use and for it also to be able to be customized to needs now and into the future. The following fees are associated with creating and implementing this website strategy:

## SUMMARY

Section	Initial Fee	Ongoing Fee
<b>A – Website</b>	\$22,000	\$100/month (optional)
<b>B – Website Hosting</b>	\$200	\$150/month
<b>C – Directory Listings</b>	\$150	\$450/year

*Note: Municipal/Community/Chamber/Professional discount of \$7000 to be offered bringing Section A pricing down to \$15,000 initially.*

## A. Website (continued)



### Proposed Sections (approximately 60):

Home Page

Boards

City Council

Agenda Item Request Form

Meet the Mayor

Board of Review

Historic District Commission

Planning Commission

Zoning Board of Appeals

Committees

Finance

Friends of Depot Park

Parking Advisory

Tree

BioPhillic

Departments

Assessing

Building

City Manager (links to city charter, master plan, policies/procedures)

Job Openings

Title VI Non-Discrimination Plan

Clerk

Elections

Absentee Ballots

Public Notices

FOIA

Code Enforcement/Ordinances

Department of Public Works

Public Safety (Police, Fire, & EMS)

Treasurer

Budgets & Financial Reports

Property Tax Information

Sewer Billing

Resources

Public Safety (Police, Fire, & EMS)

Dog Licenses

Gazebo Rental

Special Events Request

Application for Special Event

Clarkston Independence District Library

Maps

Downtown Businesses

News

Calendar

Photo Gallery

Contact Us



## B. Website Hosting

We will host your website to keep it running, secure, backed up, and online 24/7/365 with the following features and technical details:

### Features:

- Website, Database, Content Management System will be running on our servers
- You maintain ownership of your domain name
- Google Analytics will be setup to provide usage information
- Unlimited support for website

### Technical Details:

- Transfer your domain name to us as the registrar and add a year to the registration
- Includes Bulk Email Delivery SMTP Service for Up to 3000 emails/month
- SSL Certificate to mark website as secure for one year (\$149/year in future years)
- Website hosting account with database (1GB disk and 250MB database)
- CMS security patches and updates applied & daily backups of website/database

**INITIAL FEE** **\$200**

**MONTHLY FEE** **\$150**

## C. Directory Listings

We will claim approximately 70 of your online directory listings to make sure your correct and accurate directory information can be pushed out across these platforms with the following features:

### Features:

- Accurate Directory Listings are Verified
- Dashboard to push out content updates
- Ability to push out Services, Bios, Hours, Website Link, Specials, Logo, Pictures, etc.
- Duplicate listings can be suppressed

**INITIAL FEE** **\$150**

**ANNUAL FEE** **\$450/year**

**Please contact Stephen J. Hyer if you have any questions regarding this quotation:  
e-mail [sjh@igdsolutions.com](mailto:sjh@igdsolutions.com), phone 248-625-0817 or fax 248-575-4121**

**This quotation is valid for 10 days. Not responsible for typographical errors and other mistakes. Quote will be verified before agreement begins. Customer can signify acceptance of this quotation through the use of a purchase order.**



## Village of Clarkston, MI

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Proposal for Website Development Services  
July 24, 2023

Lisa Purr  
lisa@muniweb.com  
888-MUNI-WEB



2510 S. Telegraph Rd, Suite L/320, Bloomfield Twp., Michigan 48302  
www.muniweb.com



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Dear Ms. Karen DeLorge,

Thank you for reaching out and considering muniweb® as a partner for the Village of Clarkston, MI's Website Redesign project. We look forward to presenting our solutions to create an engaging, simple-to-use and easy-to-update website.

muniweb® was founded in 1997 with a mission of providing governmental organizations with well-designed, highly organized, dynamic websites. Since then, we have helped hundreds of clients' architect and manage successful web campaigns. We are a full-service web development and maintenance company, and all our services are designed with local government in mind. Our hosting services provide a secure website environment with 24/7/365 technical support.

We have our own secure, custom content management system, muniCMS® 2.0 (see page 9 for standard functions). muniCMS® is a fully functional, flexible, robust environment customized for public service. It is an easy-to-use, web-based software system that is designed for frequent updates by non-technical users and utilizes a workflow process that can be as simple or complicated as you need. Its flexibility makes future expansions easy and affordable as your website needs grow. We offer a full suite of modules that provides all the functionality any community would need or want, giving you the capability to reach and engage your visitors.

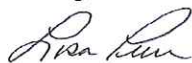
muniweb® websites' navigation is customized for each of our clients. We utilize our experience with building governmental websites and your website's analytic reports (Web and Google when available), then suggest a site map that ensures top items of interest are easily found. When website visitors' interests change or finding answers becomes difficult, not a problem. Changing navigation is easy with muniCMS® 2.0, just drag and drop and it's done. We also utilize meta tags on webpages, which are essentially little content descriptors that help tell search engines what a web page is about.

Besides building and hosting beautiful, highly functional websites with 24/7/365 support, muniweb® is available to help you maintain the content in your website. This service is on an as-needed basis, no contracts, no minimums. Just let us know what needs to be done and we do it. Website content maintenance support service is billed in 0.1-hour increments. A monthly report details exactly what was done, when it was done, and how long it took.

I hope this proposal includes all the functionality at a price point that is within your budget for a new website. A demonstration of muniCMS® would be the next step in your decision-making process. Please contact me directly to schedule the demonstration.

We look forward to serving and partnering with the Village of Clarkston, MI.

Best Regards



Lisa Purr  
Business Development  
[lisa@muniweb.com](mailto:lisa@muniweb.com)  
Direct: 248.639.4441



Pricing	
<b>One-time fee</b> 30% due at contract signing, 30% due upon design approval and balance due after website is deployed	\$9,850
<b>Monthly Recurring</b> Includes hosting, software and hardware maintenance. Does not include website content updates. Begins after website is deployed (5% annual increase each year beginning year 5)	\$220
Package Pricing Includes:	
<b>Hosting on muniweb® Servers -</b> Up to 25GB of storage; muniCMS® software licensing and maintenance updates	Included (\$2/1GB/mo add'l storage)
<b>Customer Support</b> 8a-6p ET, M-F – 4-hour normal request response time and 24/7 Emergency Response with one hour response time	Included
<b>Warranty</b> muniweb® warranties work for one year and will address technical problems that arise during the first twelve months after completion of website.	Included
<b>Website Development -</b> Templated Design- with up to 6 hours of design changes Homepage Slideshow Site Wide Search Index Action Center Bids/Proposals Module Boards & Commissions Directory Business Directory Calendar Department/Employee Directory Document and Media Library Emergency Notice Banner Employment Opportunities FAQ Mail/ Subscription List Setup – include eNewsletter template Meetings Module News and Announcements Online Contact Us Form Polls Module Press Release Module Reservation Module Surveys Module SSL Certification- first 2 years included	Included
<b>Content Migration</b> – all content (boards/commissions agendas and minute and news items migration limited to 3 years)	Included
<b>Training</b> - Training for up to 4 people is included in the cost of this proposal. Each additional training class of 4 people is \$750	Included



## Pricing Assumptions

Pricing is valid for 90 days from the date of this proposal.

The following assumptions have been made in preparing the timeline and pricing in this proposal. Deviations from the assumptions may impact the pricing and timing of the project.

- Clean, appropriately sized graphical objects (maps, pictures, logos, seals, etc.) will be specified by muniweb® and provided by your website committee. If approved by your committee, muniweb® may use other images.
- Material for the site will be provided in electronic format.
- PDF documents will be migrated as-is

The following labor rates will be used for work outside of scope, additional content or for future development and enhancements:

Web/HTML construction	\$60/hr.
Graphics and Design	\$70/hr.
Software Dev., Scripting and IT Support	\$90/hr.

## Cost for Future Website Redesign

Five years after launch, you are eligible for a complimentary website refresh with a 3-year contract renewal. A Website Refresh utilizes your existing design and includes:

- Changes to banner graphics.
- Changes to Quick Link section, including special icons.
- Changes to color palette, re-styles buttons, font type, separators, and background to coordinate with new graphics.
- Changes to sectional elements in utilities menu, news section, calendar, etc.
- Includes cross browser testing.
- Includes content review for style and presentation consistency and updates any formatting issues, page layouts, etc.

As website design trends change, you may decide to totally revamp your website and add additional functionality. For clients that want more than just a cosmetic refresh, we offer 35% off website design services and modules with a 3-year contract renewal.



Milestone One- Execution of contract.

### **Initial Consultation: Design Consulting/Systems Analysis**

**Phase duration:** Approximately 3 weeks

During this phase of development, we will meet with members of the website committee to discuss the design including the look, feel and layout of the site. We also review several websites to ascertain preferences for certain design elements such as color, abstraction, imagery, placement of navigation, etc. Using this feedback, we create a unique home page design customized for your community.

We create a web-based Client Workshop that facilitates communication between your project manager and our web developers. The workshop tracks required content, acceptable formats/media, project status, and includes an area where your project manager or website committee can view material under development.

Phase Deliverable: At the end of phase one of the project, the city is provided flat images of the new website's homepage design.

If muniweb® is contracted to develop a custom application such as a permitting application, we will conduct a requirements analysis including a review of infrastructure hardware and software and develop cost estimates and a project plan for the system.

### **Second Consultation: Design/Content/Navigation Review**

**Phase duration:** Approximately 1½ weeks

During this phase, we review the home page design and make requested changes. After home page design signoff, we create a complimentary interior page design to be used throughout the site to ensure consistency.

Milestone Two - Home page design approval.

Navigation layout for the new website is also reviewed. During the navigation review we look at primary and secondary level navigation to ensure information is easy to find.

We review the proposed material for the site with content creators to determine the status of content (on the existing website) and discuss any potential new content. Our project managers and web steward can answer questions about typical and best practices approaches to content.

Phase Deliverable: During this phase the city is provided, interior page and mobile view flat images. At the end of phase two, the city is provided access to view the new website skeleton (without content).

### **Website Construction: Template Creation/Content Migration/Training**

**Phase duration:** Approximately 4-6 weeks

During this phase we construct the template pages for each section of the website, cut and optimize graphics and build scripted navigation components. We build the various content pages using the appropriate templates. Once content is in place, both muniweb® and client review takes place and cross browser/mobile testing is completed.

During this phase, the city will provide feedback regarding any needed adjustments prior to the website going live.



Phase Deliverable: By the end of this phase the city receives access to the development website for review, testing, and muniCMS@ training.

**Website Deployment: Go Live**

**Phase duration:** Approximately 2-3 days

During this phase, we relocate the website to production servers, perform DNS setup activities if appropriate, and register the website at search engines where necessary.

Milestone Three – Launch of new website.

Phase Deliverable: A new responsive ADA compliant website that is engaging and fully functional with intuitive navigation.

**Implementation Summary**

The typical development timeframe is normally 12 to 16 weeks. Development can be shorter if content is provided to muniweb@ immediately. Development can be longer if content/imagery/data is not provided in a timely manner.

**Statement of ADA Compliance**

All our websites go through Web Accessibility Evaluation Tool, an online tool that highlights all the areas where accessibility can be improved. This is performed during the design phase to make sure our design is compliant and then we run it again after content has been entered to ensure that our content meets the standard, too. When we train your website editors, we go over the steps that must be taken to make sure that your website remains compliant.

**Training**

muniweb@ provides training to your staff on how to update content on the website. Training is provided via Internet-based technology. This allows students to each work at their own workstation without the need for a centralized training facility. Training is performed using your new website as a training tool while performing typical update tasks such as adding agendas and minutes to the website. Training for up to 4 people is included in the cost of this proposal. We use a Train-the-Trainer approach, to facilitate internal training. Reference Material is provided.

**Client's Overall Project Role:**

Our client's primary role will be to share their vision for the new website's overall look and provide direction for various display elements. They need to provide any branding requirements, logos and imagery that needs to be incorporated into the new website.

The client is responsible for providing the content for the new site. If the client has an existing website, we will retrieve the content from the current site. Although we do ask that the client review and edit the current website's content as needed to ensure it is up to date prior to the construction phase of the project. This is important because your current website's content will be migrated as is into the new site.

Throughout the design, development, and deployment process, Clients are responsible for providing guidance, instructions, and approvals (home page, landing page, interior page, and mobile view design and site map) required to launch the new site. Most website design projects require an average of three to five meetings with muniweb@. Meetings are usually held via online meeting.

**Project Timeline**

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This timeline provides a representation of the typical timeline for a website redesign project after contracts are signed.

Task	Who	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15	Wk 16	
<b>Design</b>		█																
Design Consultation	MWS & Client	█																
Design Mock-Up	MWS	█	█	█														
Design Review	MWS & Client			█														
Design Modifications	Client				█	█												
Content Consultation	MWS & Client		█	█	█													
<b>Construct</b>			█															
Create CMS Templates	MWS					█												
Website Construction	MWS					█	█											
Provide Content	Client			█	█	█	█											
Content Migration	MWS					█	█	█	█	█	█	█	█					
Review of Website	MWS									█	█	█	█					
Browser and Mobil Testing	MWS										█	█	█	█				
Website Reveal & Review	MWS & Client												█	█				
<b>Training</b>													█					
Website Editor Training	MWS & Client												█	█	█			
<b>Deploy</b>													█					
Go Live / Deployment													█	█	█	█	█	
Software Maintenance	MWS																→	
Content Updates	Client																→	
Customer Support	MWS																→	



**Standard Functions**

- ADA Compliance
- Analytics and Webmaster Tools
- Archive Features
- Auto Expiration
- Breadcrumbs
- (Dynamic)
- Browser Based Administration for Non-Technical Users
- Cascading Style Sheet (CSS)
- Control Access by Function and Levels Cross Browser Compatibility
- Departmental/Sectional Templates
- FTP Capable
- WYSIWYG editor
- Hyperlink Reports
- On-Page Revisions Archive and Restore
- Responsive Web Design (RWD)
- Scheduled Publishing
- Search Engine Optimization (SEO)
- Site Administration
- Audit Trail
  - Customizes roles and permission
  - Customized workflow
  - Unique credentials for each editor
- SSL Certs - if muniweb manages DNS, if not additional charge of \$150 every two years applies
- Third Party Links
- Workflow Process and Management User Permissions and Roles
- Version Control







**Business Directory** – Community members can use your Business Guide to look up businesses. Search by Business Name, Business Type, or view a List of Businesses by Letter. Business listings can include email addresses, website addresses, images, business description, hours of operation, marketing text and current promotions.

**Content Strategy Services** - We offer content management and creation services. If you're interested in utilizing this service, we would be delighted to discuss the depth and breadth of the service required and provide pricing.

**Decision-based Questionnaire - 5 questions** – Online assistance to assist community members with finding answers. For example, who is responsible for maintenance of the sidewalks and pathway?

**Document Library** – Used primarily for members-only areas of a website, this module allows for the sharing of documents between registered members.

**Do Not Knock Registry** – Residents can sign-up online and be put on a non-solicitation community list.

**Emergency Notifications** – Email your website and the information is posted in a prominently placed area on every page in your website, a text notification is sent to subscribers, and an email is sent to subscribers. Updating and removing the message can also be done with an email.

**Employee Directory** – Create Departments and place your employees in departments to create a comprehensive employee and department directory that is easily edited to always be up to date.

**Employment Opportunities** – Easily post job openings that can be scheduled to appear and disappear. Editors can choose between multiple employment application forms.

**Home Watch Request** – Residents can request a home watch online while away from their home.

**Image Gallery** – Upload your photos by event and have thumbnails of all images displayed on an overview page. Clicking an image displays a larger view. You can even add captions.

**Intranet** – Many functions of the Human Resources office can be presented on a password-protected website that employees can access 24/7. Intranets typically post Benefits/Enrollment information, Payroll information and forms, Policies/Procedures, Employee Review/Evaluation documents, Internal Job Postings, Training/Education information, Employee Directories, etc. Having an Intranet puts all this information at employees' fingertips 24/7.

### **Mailing List**

Communicating with the numerous interest groups in your community can be a challenge: Job seekers, soccer moms and dads, community members, and the trades. They'd all appreciate getting tailored information as soon as it's available. Our List Serve can help. It reduces the administrative burden of keeping track of email distribution lists. It also automates the subscribe and unsubscribe process, making it convenient for your constituents to join and leave your mailing lists at their convenience.

**Meetings Module** – All of your agendas, packets, minutes, additional documents, video links are in one place organized by year and board/commission.

**Millage Calculator** – Upcoming millage vote? This module allows homeowners to identify how much passing of the millage will affect their property tax.

**Mobi Apps** – Create specialized apps for mobi devices specific to your needs.

**Monthly Support** – Pay for two hours of support each month and enjoy a savings! These hours can be used for anything you want, extra training, content updates, even graphic changes.



**Online Submittable Forms with Captcha Technology** - Annoyed with spam email generated from the online forms on your website? We can help! We've implemented technology that stops "form spam" with 100% success rate. Say good-bye to those pesky and unwanted sales messages from your web forms!

**Online Submittable Form with Workflow** – When Citizens make request for information and/or work through your website's online form, the requestor receives email progress notices and can also search the website for request status, reducing the number of phone calls and paper forms. Four workflow stages are standard and can be expanded to meet the specific number of steps related to the request.

**Password Protected Pages** – Maybe you want to make some documents available to just one committee for review before they are finalized. We can allow access to just certain users. Forgotten passwords? Not a problem, muniCMS can generate emails without using staff.

**Polls** – Create a single question poll that can be integrated into any section of your website. Allows visitors to view current and previous poll results.

**Press Releases Module** – Contains all the fields for a standard press release.

**Registered User Forum** – Create an online discussion area for registered users to hold conversations by posting messages.

**Registration System** – A CPR class at the fire station or paying for Breakfast with the Mayor, we can register your guests for all types of events.

**Reservation System** – Allows community members to reserve facilities online.

**Secure Pages with SSL Certificates** - Typically, SSL is used to secure credit card transactions, data transfer and logins.

**Social Media Share** - Our Share feature allows your social media editors to share content to your accounts from the front end.

**Surveys** – Set up multi-question surveys. Features fully functional admin system, 30+ different question types, data export to Excel/CSV file and advanced reporting console.

**Syndicated Content (RSS Feeds)** - muniweb® will work with your team to implement an RSS feed with support for top news aggregators like Feedly, Google News and Flipboard. Users receive these feeds on their custom RSS pages at these sites.

**Text Notification System** – If you need to get a short message out in a hurry, our Text Notification System makes it easy. Visitors to your site can sign up for one or more custom text notifications lists such as Emergencies, Cancellations, Closings, etc.

**Video Services**- Services Includes live streaming, on demand and video storage all for a low monthly cost.



<p><b>Data Center</b></p>	<p>muniweb® Tier III servers are in multiple, secure, redundant data centers, and server cabinets with security card access only. Servers have:</p> <ul style="list-style-type: none"> <li>• 24/7/365 system monitoring</li> <li>• On site power</li> <li>• Natural gas-powered generator</li> <li>• Battery back-up</li> <li>• Redundant managed infrastructure network</li> <li>• Multiple telecommunication provider networks,</li> <li>• On-site / Online Daily Backups</li> <li>• Off-site / Online Archival</li> <li>• Data Redundancy, all servers have RAID-5 hot swappable disks</li> </ul>
<p><b>Hosting</b></p>	<p>muniweb® hosting includes:</p> <ul style="list-style-type: none"> <li>• Maintenance of our hardware and software</li> <li>• Automated software updates</li> <li>• Multi-Tiered software architecture, we separate the data and the actual webserver and only the webserver have access to the data servers.</li> <li>• Software and hardware upgrades</li> <li>• Server management and on-line monitoring of power and temperature control and all critical components, such as intranet connectivity, servers and router, etc.</li> <li>• Software updates and security patches</li> <li>• Database updates and security patches</li> <li>• Antivirus management and updates</li> <li>• Hardware is server-class hardware</li> <li>• Redundant firewall solutions, we have separate data center muniweb® firewall</li> <li>• Monitoring of firewall for any unauthorized attempts to implement counter measures and blocks against those IP</li> <li>• High performance SAN with N+2 reliability</li> </ul>
<p><b>Bandwidth</b></p>	<p>muniweb ® servers provide multiple telecommunication provider networks with a burst bandwidth of 1Gb and 500mb sustained. Xfinity, your fastest ISP claims to deliver 1Gb.</p>
<p><b>Disaster Recovery</b></p>	<p>Our disaster recovery includes:</p> <ul style="list-style-type: none"> <li>• 24/7/365 emergency support</li> <li>• Online status monitor</li> <li>• Event notification emails,</li> <li>• Recovery time objective is 30 minutes, and the recovery point objective is a maximum of 24 hours.</li> <li>• Pre-emptive monitoring for disasters with:</li> <li>• Redundant back-ups -Incremental backups every 24 hours with a full back-up every week, stored online as well as offsite</li> <li>• Data security measures like:             <ol style="list-style-type: none"> <li>1. OS Security always updated</li> <li>2. Router level port blocking and reporting</li> <li>3. Router level packet filtering and reporting</li> </ol> </li> </ul>



	<ol style="list-style-type: none"> <li>4. Server level port blocking and reporting</li> <li>5. Weekly penetration and security tests</li> <li>6. Weekly intrusion scans</li> </ol>
<p><b>DDoS Mitigation</b></p>	<p>We have multiple levels of security, as noted in this proposal. We also utilize a third-party security service that is constantly monitoring. If an attack is attempted, our security service looks at the IP address and initiates the proper counter measure to block those IP addresses. Muniweb is automatically notified of any attempts. In the event of any type of attack, we shut down the infected server, bringing the server that stores all of our backups online. Because we perform incremental backups every 24 hours and full backups weekly, at most you may lose the last 24 hours of content updates.</p>





**Novi, MI**  
[www.cityofnovi.org](http://www.cityofnovi.org)  
 Client since 2000  
 Redesign 2021  
 Pop. 55,583



**Port Huron Twp, MI**  
[porthurontownship.org/](http://porthurontownship.org/)  
 Client Since 2021  
 Pop. 10,356



**Bloomfield Township, MI**  
[bloomfieldtwp.org](http://bloomfieldtwp.org)  
 Client since 2003  
 Redesign 2018  
 Pop. 41,070



**Clyde Twp, MI**  
[clydetownshipsc.org](http://clydetownshipsc.org)  
 Client Since 2022  
 Pop. 5,456



**Farmington Hills, MI**  
[www.fhgov.com](http://www.fhgov.com)  
 Client since 2005  
 Redesign Currently  
 Pop. 81,295



**Cascade Twp, MI**  
[www.cascadetwp.org](http://www.cascadetwp.org)  
 Client since 2003  
 Redesign 2021  
 Pop. 15,100



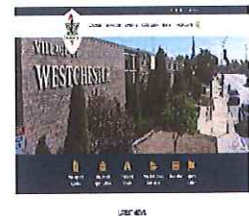
**Village of Stickney, IL**  
[villageofstickney.com/](http://villageofstickney.com/)  
 Client since 2020  
 Pop. 6,620



**Flushing Twp., MI**  
[flushingtowship.com/](http://flushingtowship.com/)  
 Client since 2013  
 Redesign 2022  
 Pop. 8,389



**Darien, IL**  
[darien.il.us/](http://darien.il.us/)  
 Client since 2004  
 Redesign 2020  
 Pop 22,083



**Westchester, IL**  
[westchester-il.org/](http://westchester-il.org/)  
 Client Since 2022  
 Pop. 16,892

# City of the Village of Clarkston

375 Depot Road  
Clarkston, Michigan 48346

## Resolution - Oakland County Assessing Services Contract

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

WHEREAS, the existing annual agreement with Oakland County expired June 30, 2023 and the County has provided the attached agreement for the period July 1, 2023 through June 30, 2025, and;

WHEREAS, City Attorney Tom Ryan has reviewed the agreement and recommended approval (letter attached), which includes a 4% cost increase per year, from \$8,092 last year to \$8,415 this year to \$8,752 next year, and;

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

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

Resolution is Adopted

Resolution is Defeated

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

August 28, 2023

\_\_\_\_\_  
Date

**Equalization Division  
Leadership Team**

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lohmeierm@oakgov.com

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glynnm@oakgov.com

Leigh Ann Bouchey, MAAO, PPE  
Clerical  
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boucheyl@oakgov.com

August 11, 2023

Mr. Jonathan Smith, City Manager  
City of the Village of Clarkston  
375 Depot Rd.  
Clarkston, MI 48346

RE: Assessment Contract 2023-2025

Dear Jonathan Smith:

I hope this letter finds you well. As you are aware, our existing Contract between the Oakland County Equalization Division and your community expired on June 30, 2023. As previously communicated, this delay was the result of a comprehensive review to ensure that our Contract is as transparent as possible regarding our respective responsibilities. Enclosed with this letter you will find the updated Assessing Services Contract, which outlines the terms and conditions of our partnership.

*\*8092/yr → \*8415/yr → \*8752/yr*

The Contract's main components remain unchanged in substance. The costs per parcel have been adjusted by a 4% increase per Real Property Parcel and Personal Property Parcel, for the Contract Year beginning July 1, 2023 to June 30, 2024; and another 4% increase per Real Property Parcel and Personal Property Parcel, for the Contract Year beginning July 1, 2024 to June 30, 2025. See Contract attached, Sections 10.2 and 10.3. These adjustments reflect inflationary increases in the County's cost of providing services.

We have taken utmost care to ensure that all aspects of our engagement are thoroughly covered within the contract. It is designed to provide clarity on the objectives, responsibilities, timelines, and other relevant details that will guide our work together.

To proceed with the contract, we kindly request that you review the document at your earliest convenience. If you find the terms acceptable, we ask that you present it to your duly elected officials for approval and then sign the signature page enclosed with the contract and have it witnessed.



We require four (4) copies returned, including ORIGINAL signed Signature pages, to our office with the voted RESOLUTIONS from your local meeting approving the Contract. This will facilitate the necessary processing and documentation on our end to County Board of Commissioner Chair David T. Woodward for his signature and ensuring a seamless implementation of the contract.

Should you have any questions, or if you would like to discuss any specific points within the Contract, please do not hesitate to reach out to me. I am also available to arrange a video meeting to discuss the Contract and address any concerns, or if you prefer, we can meet face-to-face.

Please feel free to contact me at 248.858.0760 or by email at [lohmeierm@oakgov.com](mailto:lohmeierm@oakgov.com) to coordinate any further steps or to schedule a meeting.

Thank you for your attention to this matter. We value the opportunity to work alongside your community and are eager to move forward with continuing our partnership.

Sincerely,



**Micheal R. Lohmeier, MMAO, PPE, MAI, SRA, FASA, RES**

**Equalization Officer**

Oakland County Equalization Division

250 Elizabeth Lake Road, Suite 1000W

Pontiac, MI 48341-0431

Phone: 248.858.0760

Email: [lohmeierm@oakgov.com](mailto:lohmeierm@oakgov.com)

**CONTRACT FOR OAKLAND COUNTY  
EQUALIZATION DIVISION ASSISTANCE  
FOR  
REAL AND PERSONAL PROPERTY ASSESSMENT  
ADMINISTRATION SERVICES  
WITH THE CITY OF THE VILLAGE OF CLARKSTON**

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

**INTRODUCTORY STATEMENTS**

1. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act ("GPTA") (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
2. The Parties acknowledge that absent an agreement such as this, and in accordance with MCL 211.10(f)(1), if the Municipality does not have an assessment roll that has been certified by a qualified certified assessing officer, or if a certified assessor is not in substantial compliance with the provisions this of Act, the State Tax Commission (Commission) shall assume jurisdiction over the assessment roll and provide for the preparation of a certified roll. The Commission may order the County to prepare the roll; may provide for the use of state employees to prepare the roll; or may order the Municipality to contract with a commercial appraisal firm to conduct an appraisal of the property in the Municipality under the supervision of the County and Commission.
3. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain responsibilities, including the discovery, listing, and valuation of properties for tax purposes, as well as the development and use of uniform valuation standards and techniques for the assessment of property.
4. The Municipality has requested the County's Equalization Division's Assistance in performing the "Real and Personal Property Assessment Administration Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.

5. The County has determined that it has sufficient "Assessment Division Personnel", possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Real and Personal Property Assessment Administration Services" under the terms and conditions of this Contract.

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

§1. **DEFINED TERMS.** In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 1.2 "Equalization Division Personnel" as used in this Contract shall be defined as a subset of, and included as part of the larger group of, County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County, for the express purposes of provided equalization services, and its related activities, in adherence with MCL 211.34.
  - 1.2.1 Any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.3 "Assessment Division Personnel" as used in this Contract shall be defined as a subset of, and are included as part of the larger group of County Agents as defined above. They are defined as County Agents specifically employed and assigned by the County Equalization Division, for the express purposes of providing Assessment Services, in adherence with MCL 211.10d. These activities include preparing the Municipalities annual assessment roll.

- 1.3.1 Any reference in this Contract to Assessment Division Personnel shall not include any County Agent employed by the County in any other function, capacity, or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.4 "Real and Personal Property Assessment Administration Services" identified in this Contract as "Assessment Services," and by MCL 211.10d, are defined as those services provided by the County's Assessment Division Personnel. These services do not pertain to those provided by Equalization Division Personnel, or activities as provided by, or related as, County Equalization Services, MCL 211.34.
- 1.5 "Municipality Agent" or "Municipality Agents" shall be defined to include, but not limited to, any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors, whether such persons act or acted in their personal, representative, or official capacities, and/or any and all persons acting by, through, under, or in concert with any of them. No County Agent shall be deemed a Municipality Agent, and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.6 "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.
- 1.7 "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.8 "State" shall be defined as the "State of Michigan," a sovereign governmental

entity of the United States, and shall also include within its definition any, and all, departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury, unless used in this Contract to provide specific context otherwise, and will do so as:

- 1.8.1 "Treasury" shall be defined as the "Department of Treasury," of the State of Michigan.
- 1.8.2 "Commission" shall be defined as the "State Tax Commission," of the Department of Treasury, of the State of Michigan.
- 1.8.3 "Tribunal" shall be defined as the "Michigan Tax Tribunal," of the Department of Licensing and Labor Affairs, of the State of Michigan.

§2. **PURPOSE OF COUNTY ASSESSMENT SERVICES.** The Parties agree that the purpose of any and all "Equalization Division Assistance Services" is to provide Assessment Services to be performed under this Contract and shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

§3. **ASSESSMENT SERVICES.** The Parties agree the full and complete scope of any, and all, Assessment Services shall be as described and limited in the following subsections.

- 3.1 Assessment Division Personnel will inspect, measure, list, and evaluate depreciation of real property as necessary; including new construction, newly modified existing real property improvements, demolition permits, reported fire damaged properties, and will adhere to State requirements. Assessment Division Personnel will conduct personal property canvass, process personal property statements, conduct audits; using appropriate assessment methods, personal property multipliers, and adhering to state requirements. Assessment Division Personnel will examine errors, omissions, or other applicable sources.
- 3.2 Municipality agrees to provide the County with all fire reports and building permits relating to construction activity, and any site plans, architectural plans, blueprints, as requested and needed for new construction, additions, demolitions, and other activities related to assessment administration practices.
- 3.3 Assessment Division Personnel will enter data into acceptable Computer Assisted Mass Appraisal (CAMA) software program, tested for data and quality integrity incorporating the State Tax Commission *Assessors Manual*. (i.e., BS&A software). Assessment Division Personnel will assess taxable property, including new construction, ensuring taxable value uncapping of any property following transfer of ownership. All updating of transfers of ownership will be made into an industry accepted CAMA software program.

- 3.4 Assessment Division Personnel will annually determine assessed, capped, and taxable value for each property.
- 3.5 Assessment Division Personnel will process and review all new exemption applications to determine compliance with statutory requirements, prior to approving, and/or making recommendations to local authority.
  - 3.5.1 Assessment Division Personnel will annually audit and determine existing exemptions to determine continuing eligibility.
  - 3.5.2 The Municipality agrees to cooperate with County and provide any and all applications, affidavits, and other documents which are provide to Municipality in a timely and organized manner in order for County to process.
- 3.6 Assessment Division Personnel will analyze sales data to uniformly and equitably generate accurate assessments and create land and ECF studies.
- 3.7 Assessment Division Personnel will evaluate mass appraisal acceptable statistical measurements for annual assessment-to-sale ratio studies.
- 3.8 Assessment Division Personnel will prepare and maintain ad valorem assessment roll, including property classifications, property descriptions, any special act-related roll(s) (e.g., IFT, CRA), and Municipality agrees to cooperate with Assessment Division Personnel in providing assistance when and where needed.
- 3.9 Assessment Division Personnel will sign all necessary pre-Board of Review assessment roll certifications, and attend Board of Review meetings, as required by state requirements and charter of Municipality. Assessment Division Personnel will present the certified assessment roll before the Board of Review, and mail Notice of Assessments, as required per state requirements. Municipality agrees to have its Board of Review membership filled and provide necessary support for all Board of Review functions in compliance with State requirements.
- 3.10 Upon request, Assessment Division Personnel agree to attend meetings with Municipality officials and meetings with the public, when reasonable notice of the meeting is given in advance to County.
- 3.11 Assessment Division Personnel will have the required certifications for Municipality and will maintain certifications, and all support staff will be trained to adequately assist Municipality leadership, staff, community residents and property owners.
- 3.12 Parties agree that during the process of developing assessments, it is in each Party's legitimate interest to promote full cooperation with each other, and for Assessment Division Personnel to provide the best possible Public Relations efforts with residents and business owners.
- 3.13 Assessment Division Personnel agree to respond to the general public's inquiries regarding its assessment records, and the inquiries for assessment and tax records under the Freedom of Information Act. Assessment records identified in MCL

211.10a will be made accessible and available for inspection and copying by the public regardless of its location. Access to and inspection of public records is available on the County's website, and in-person as indicated on signage located at the reception area of Equalization's main office, as required by MCL 211.10a.

- 3.14 Assessment Division Personnel will assist the Municipality in its own internal practices with providing calculations of estimations of cost only for commercial and/or industrial real property for special act project cost benefit analysis; provided that the necessary construction cost detail, and any other application related information, is made available. Assessment Division Personnel will not prepare estimates for speculative commercial and/or industrial developments that are requested by private individuals, developers, other private parties, or for individual residential properties.
- 3.15 Assessment Division Personnel shall make the assessments within the Municipality pursuant to MCL 211.10d and MCL 211.10e, and as of December 31, the State's statutory "Tax Day", unless court or statute requires otherwise (e.g., exemptions, bankruptcy orders, etc.). The Parties agree and based on the Contract Term as set forth in Section 10 of this Contract, the Assessment Division Personnel will develop each assessment roll as of December 31, 2023, for the 2024 tax year, and December 31, 2024, for the 2025 tax year.
- 3.16 Assessment Division Personnel will not provide any services which would preclude them from maintaining their duties in accordance with MCL 211.10d and MCL 211.10e, which includes serving in any capacity within the Municipality which could be considered a conflict of interest.
- 3.17 The County agrees to review Municipality approved splits and combinations prior to providing it with parcel identification numbers (PIN) and will update tax descriptions as they change over time to ensure accuracy of available parcel information.

**§4. MICHIGAN TAX TRIBUNAL.** Assessment Division Personnel agree to assist the Municipality in its defense relating to its appealed assessments involving the "Michigan Tax Tribunal" and "Tribunal".

- 4.1 Michigan Tax Tribunal, "Entire Tribunal Division" and "Entire Tribunal". Both Parties agree Entire Tribunal cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to work together throughout the appeal process for a fair resolution, however, Assessment Division Personnel shall be the final decision-maker of all Entire Tribunal appeals.
  - 4.1.1 Municipality agrees its attorney will file its answer to each petition filed within the Entire Tribunal. Assessment Division Personnel agree to assist Municipality's attorney with any and all assessment records for its timely filing. The Parties agree Municipality attorney is responsible for all legal filings, including discovery, with the Tribunal.

- 4.1.2 The Parties agree Assessment Division Personnel and Municipality attorney will work together throughout appeal duration, with Assessment Division Personnel sharing assessment and market related information.
- 4.1.3 Municipality agrees, if an outside appraisal report is required for use as evidence within the Entire Tribunal, the Municipality attorney will hire the private independent fee appraiser(s), who will be properly licensed or certified through the State of Michigan, for any real property-related property appeals, or otherwise qualified appraiser, for any non-real property appeal. Municipality further agrees the Selection of the appraiser will be made by Assessment Division Personnel, with participation and input from the Municipality attorney.
- 4.1.4 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (e.g., appraisals, inspections, surveys, legal costs, etc.).
- 4.2 Michigan Tax Tribunal "Residential and Small Claims Division" and "Small Claims". Parties agree Small Claims cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to ensure public trust, Assessment Division Personnel shall be the final decision-maker of all Small Claims appeals.
  - 4.2.1 Small Claims cases Involving Assessment Division Personnel. The Parties agree many Small Claim cases are non-complex residential properties, other non-complex non-residential properties, and those involving Assessment Division Personnel filing Answers to Petitions, with remainder of communications directly with Petitioners (i.e., owners). These cases will be handled with Assessment Division Personnel preparing petition answers, valuation disclosures as evidence for the Tribunal, testimony provided by Assessment Division Personnel, and decisions provided by the Tribunal. In these cases, Municipality agrees its attorney would be involved, as necessary, and in instances when motion practice is required for inspection of the property, or if the case were appealed to the Court of Appeals.
  - 4.2.2 Small Claims cases involving Municipality attorney and/or appraisers. The Parties agree on complex residential properties, complex non-residential properties, cases involving special assessments, and other cases where the issue is of a legal nature, there is often a need for the Municipality attorney to file its answer from the start of the appeal, or for the Municipality to hire an independent fee appraiser. Municipality agrees to the selection of the appraiser by the Assessment Division Personnel, with participation and input from the Municipality attorney. Assessment Division Personnel will assist the Municipality attorney and will provide final resolution for any potential settlement solution, with input from the Municipality attorney. The Parties agree Assessment Division Personnel will determine complexity of the case and/or of the property on a case-by-case basis.
  - 4.2.3 Municipality agrees it will be financially responsible for all costs incurred for



any Tribunal appeals (including but not limited to, appraisals, inspections, surveys, legal costs, photocopies etc.).

- 4.3 The Parties agree that they will cooperate and assist in appeals to the Court of Appeals and State Supreme Court, and in cases filed in the Oakland County Circuit Court, in the same manner as set forth above. Municipality agrees that it is responsible for legal representation in all courts and for all costs incurred for any tax related appeals to Michigan courts (including but not limited to appraisals, inspections, surveys, legal fees and costs, etc.).

§5. **STATE TAX COMMISSION.** Assessment Division Personnel agree to assist the Municipality involving any related activities, including petitioning and defense activities, relating to issues of classifications and incorrectly reported and omitted property ("MCL 211.154") involving the "State Tax Commission" and "Commission". Assessment Division Personnel will also provide those services necessary to initiate within, or to respond to inquiries from, the Commission including, but not limited to, assessment, incorrectly reported and/or omitted property, tax exemption, and/or classification matters pertaining to property located within the Municipality, and will prepare and file documents required with the Commission, and will appear before the Commission, when necessary.

§6. **MANNER IN WHICH COUNTY WILL PROVIDE ASSESSMENT SERVICES.** The Parties agree that any and all Assessment Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively as defined herein.

- 6.1 Assessment Division Personnel shall be employed and assigned by the County based on such appropriate qualifications and other factors as decided solely by the County.
- 6.2 The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessment Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train and direct them under this Contract.
- 6.3 The Parties agree the Assessment Division Personnel and Oakland County Equalization Division main office is located at 250 Elizabeth Lake Road, Suite #1000 W, Pontiac, Michigan, 48341.
- 6.3.1 The Parties agree that County Agents will not maintain any specific, regular, or otherwise routine office hours located within the Municipality's offices.
- 6.4 Municipality agrees to maintain its own staff who will support Assessment Division Personnel in delivery of any records, permits, fire reports, millage rates, or documents, as may be required.
- 6.5 The Parties agree Municipality is not acting in a certified or uncertified support staff capacity. This does not prevent the Municipality from providing its own public services in other professional capacities (e.g., Treasurer, Clerk, Building

Department, etc.).

- 6.6 The Parties agree MCL 211.10d and MCL 211.10e will be adhered to when preparing the Municipality's assessment roll.
- 6.7 Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 6.8 This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agents with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent and/or the conduct and actions of any County Agent. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 6.8.1 The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any County Agents and/or pay any and all County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any County Agents with the County, subject only to its applicable collective bargaining Contracts.
- 6.8.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent, any necessary County Agent's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any County Agents performing any County duty or

obligation under the terms of this Contract.

- 6.9 Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no Assessment Division or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 6.10 Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, by virtue of this Contract or otherwise, shall be deemed, considered, or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 6.11 The Municipality shall not otherwise provide, furnish, or assign any County Agents with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any Assessment Service responsibilities under the terms of this Contract.

**§7. LIMITS AND EXCLUSIONS ON COUNTY SERVICE.** Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.

- 7.1 Municipality agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body. The Municipality is financially responsible for all valuation costs associated with any related Appraisals resulting from the assessment roll(s) pertaining to this Contract. All communications pertaining to appeals, and potential appeals, involving the State Tax Commission and Michigan Tax Tribunal shall be directly made to the Equalization Officer and its Chiefs of the Equalization Division by the Municipality legal counsel to ensure timeliness in its notifications.
- 7.2 Except for those express statutory and any regulatory obligations incumbent

upon the Assessment Division Personnel to defend assessments they performed before the Michigan Tax Tribunal, State Tax Commission and courts, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal, State Tax Commission or any other review body or court.

§8. MUNICIPALITY AGENTS AND THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with all County Agents in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Assessment Division Personnel fully cooperate with Municipality Agents in the performance of all County Services under this Contract.

- 8.1 Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2 The Municipality 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 or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-related or based rights, including, but not limited to, those described in this section.
- 8.3 The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a

County Agent. Furthermore, the County or any County Agent will not be liable for any dissemination of assessment related information by the Municipality or any Municipality Agent.

§9. **MUNICIPALITY RESPONSIBILITIES WITH THE COUNTY AND ITS AGENTS.** The Municipality agrees it shall provide, in a manner agreed upon with the County, and preserving all necessary confidentiality requirements, information pertaining to its activities affecting the tax status of any parcel including but not limited to the following:

- 9.1 The establishment of Tax Increment Finance (TIF) Authorities (i.e., Brownfield Authority, Corridor Improvement Authority, Downtown Development Authority, etc.); the approval or amendment of related development/TIF plans.
- 9.2 The establishment of Economic Development/Redevelopment Districts (i.e., Planned Unit Development, Neighborhood Enterprise Zones, Renaissance Zones, etc.); the approval or amendment of related applications/plans.
- 9.3 The establishment of an abatement type district (i.e., Commercial Redevelopment, Commercial Rehabilitation, Industrial Development, Plant Rehabilitation, Obsolete Property Rehabilitation etc.); or amendment of related Property Tax Exemption Applications.
- 9.4 The approval of an ordinance or agreement for a Payment In Lieu of Taxes (P.I.L.O.T.) housing project.
- 9.5 The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 9.6 The Municipality will be responsible for maintaining a paper trail of any Special Assessment District (SAD) and Special Assessment Roll (SAR) development, any changes thereto, and their related billings, maintaining the rolls in balance, any required reports such as delinquency reports, and providing the County with the information necessary to prepare warrants.
- 9.7 The Municipality will forward all exemption applications, property transfer affidavits, personal property statements, and any and all other property assessment and property tax related documents affecting the status or value of property located within the Municipality to the County in a timely manner.
- 9.8 The Municipality shall provide a copy of all building permits with parcel identification numbers to the County Agents on a Monthly Basis.
- 9.9 The Municipality agrees to keep the County current with, and be responsible for, the following functions.
  - 9.9.1 Maintain adherence to its policies, any and all of its related ordinances, and all local and state laws and regulations.

9.9.2 Maintain current address and name changes, including any and all parcel owner and occupant names.

9.10 The Municipality agrees to provide County Agents, and any related Boards of Review, committee, and related work groups, with adequate space for the County while they are present. The Municipality shall provide reasonable accommodation such access to printers, copiers, etc. as to not impede their work. Accommodation will also be made for the public who come for assessing related inquiries, particularly during times when Boards of Review are in-session.

§10. TERM AND PAYMENT SCHEDULE OF CONTRACT. The County will perform the Assessment Services for the Municipality for the term and payment of fees as provided for in the following subsections.

10.1 The Contract term shall be from July 1, 2023, through June 30, 2025.

10.2 For the period from July 1, 2023 through June 30, 2024 ("Contract Year 23-24"), the Municipality shall pay to the County the sum of **\$16.05** for each parcel of Real Property description and **\$14.27** for each Personal Property parcel description. Payment for Contract Year 23-24 is due and payable on or before July 1, 2024. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

10.3 For the period from July 1, 2024, through June 30, 2025 ("Contract Year 24-25"), the Municipality shall pay to the County the sum of **\$16.69** for each parcel of Real Property description and **\$14.84** for each Personal Property parcel description. Payment for Contract Year 24-25 is due and payable on or before July 1, 2025. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

10.4 The Municipality shall be responsibility for postage for any and all real and personal property statements and any and all real and personal property notices mailed for all work performed under this Contact.

10.5 In the event that Municipality Agents, for whatever reasons, fail or neglect to undertake the tasks in any of the sections of this Contract, and the County Agents have to take on additional work tasks, then the County shall be paid on a time and material basis. Such rates shall be based upon the wages plus benefits of the County Agents performing said tasks.

10.6 The Parties agree this Contract is effective as of the initial date as prescribed above when the Contract term begins, or in the event the Contract is signed after this date, then it is effective as of the execution by both Parties to this Contract and shall end on the provided Contract's conclusion date as provided herein, without any further act or notice from either Party being required.

- 10.7 No less than 30 days prior to the Contract's ending date, both Parties may mutually agree to extend this contract for a period of no more than 180 days from the original Contract's ending date. Any, and all, County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.
- 10.8 If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 10.9 If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. The interest to be charged shall not exceed the annual maximum rate set forth in MCL 438.41.
- 10.10 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 10.11 Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.
- 10.12 The Parties agree that this and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the

Oakland County Board of Commissioners and the Governing Body of the Municipality The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the Clerk of the County and the Clerk for the Municipality.

- 10.13 The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.
- 10.14 The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.

§11. **CANCELLATION OR TERMINATION OF THIS CONTRACT.** Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

- 11.1 At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.
- 11.2 The Parties agrees that any and all obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.

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

- 12.1 The Municipality shall, always and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other



Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

- 12.2 The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.
- 12.3 The Parties agree that the Municipality shall always remain responsible for the ultimate completion of all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 12.4 The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

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

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

**§14. INDEMNIFICATION, LIABILITY AND INSURANCE.** The Municipality further agrees that the County shall not be liable to the Municipality for any, and all, Claim(s), except as otherwise expressly provided for in this Contract.

- 14.1 The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
- 14.2 In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract are intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.
- 14.3 Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

14.4 Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, 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. This Contract 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 Contract shall be construed as a waiver of governmental immunity for either Party.

14.5 The Parties agree the County shall not be in breach of this Contract or responsible for any consequential or compensatory damages arising from any late performance or non-performance of this Contract agreement caused by circumstances which are beyond the County's control (e.g., extreme illnesses, natural disasters, or other "acts of God").

§15. **INDEPENDENT CONTRACTOR.** The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

§16. **COUNTY PRIORITIZATION OF COUNTY RESOURCES.** The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.

§17. **NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.

§18. **CONFIDENTIALITY.** The Parties agree, not to disclose any information which has been determined confidential by the Commission, and at least annually will review such requirements for confidential information handling with staff that will have contact with

such record information.

- §19. **CONSTRUED AS A WHOLE.** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- §20. **CAPTIONS.** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §21. **NOTICES.** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- §22. **WAIVER OF BREACH.** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §23. **ENTIRE CONTRACT.** This Contract sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and 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 County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

{SIGNATURES CONTAINED ON FOLLOWING PAGES}

IN WITNESS WHEREOF, Eric Haven, Mayor of the City of the Village of Clarkston, hereby acknowledges that he has been authorized by a resolution of the Governing Body of the City of the Village of Clarkston, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of the Village of Clarkston to the terms and conditions of this Contract.

EXECUTED: \_\_\_\_\_  
Eric Haven, Mayor  
City of the Village of Clarkston

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

WITNESSED: \_\_\_\_\_  
Karen DeLorge, Clerk,  
City of the Village of Clarkston

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

IN WITNESS WHEREOF, David T. Woodward, Chairperson, 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 Contract on behalf of the Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Contract.

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

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

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



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

2055 Orchard Lake Road, Sylvan Lake, MI 48320

(248) 334-9938

**Memorandum**

**To:** Jonathan Smith, City Manager  
**From:** Tom Ryan, City Attorney  
**Date:** August 22, 2023  
**Re:** Assessing Agreement with Oakland County

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Dear Mr. Smith:

You have asked me to review this Assessing Contract with Oakland County for the August 28<sup>th</sup> city council meeting.

As a Michigan city, we are obligated to provide an assessing service, and we have been utilizing Oakland County Equalization to provide the service for us for many years as other small Oakland County communities are contracting with them.

The contract provides these accessing services from Oakland County reducing risk to them. Since we need this service provided and as the county provides it for other municipalities at a fair cost, my recommendation would be to continue the agreement with Oakland County to be signed by the Oakland County Board of Commissioners and the City.

Respectfully submitted,

  
Thomas J. Ryan  
City Attorney