



City of the Village of Clarkston
375 Depot Rd
Clarkston, Michigan 48346
City Council Regular Meeting
12.11.2023 AGENDA

Microsoft Teams meeting Join on your computer @ 7pm, mobile app or room device
"Click here" to join the meeting Meeting ID: 217 682 328 394 Passcode: 96ueXs

1. Call To Order
2. Pledge Of Allegiance
3. Motion: City Council Appointment To Fill Open Position Until November 2024

Documents:

[CITY COUNCIL APPT.TO.FILL DOCS.PDF](#)

4. Oath Of Office
Appointed Council Member

Documents:

[CITY COUNCIL OATH BLANK.PDF](#)

5. Roll Call
Mayor Wylie, Mayor Pro Tem Rodgers Council Members: Casey, Forte, Lamphier,
Quisenberry.

6. Approval Of Agenda - Motion

7. Public Comments

Individuals have the opportunity to address the City Council on topics not on the agenda for three minutes. In order to hear all Individuals comments at a reasonable hour, the City Council request that speakers respect the three-minute time limit. Note: this is not a question-answer session. However, it is an opportunity to voice your thoughts with City Council.

a. TBD

8. FYI
Nothing at this time.

9. Sheriff Report For November 2023

Documents:

[CITY OF THE VILLAGE NOVEMBER 2023.PDF](#)

10. City Manager Report 12.11.2023

Documents:

[CITY MANAGER REPORT 12.11.2023.PDF](#)

11. Motion: Acceptance Of Consent Agenda As Presented 12.11.2023

Final Minutes: 11.13.2023

Draft Minutes: 11.27.2023

Treasurer's Report: 12.11.2023

Documents:

[12.11.2023 CONSENT AGENDA.PDF](#)

12. Old Business:

1. **Motion: Historic District Commission Appointment to fill open position until July 2024**

Documents:

[HDC APPT TO FILL POSITION.PDF](#)

13. New Business:

1. **Motion: 2024 City Council Schedule**
2. **Motion: Angel's Place Race planned for 5/11/2024**
3. **Resolution: 2024 CY No-Haz Collection Program Agreement**
4. **Motion: Cancel the 12/25/23 City Council meeting**

Documents:

[2024 CITY COUNCIL SCHEDULE.PDF](#)

[5.11.24 ANGELS PLACE RACE.PDF](#)

[2024 CY NO-HAZ COLLECTION PROGRAM AGREEMENT.PDF](#)

[12.25.23 CITY COUNCIL MEETING.PDF](#)

14. 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.

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - City Council Appointment

In the November 13th City Council meeting, Councilmember and Mayor Pro Tem Sue Wylie was unanimously voted to the Mayor position, replacing Eric Haven who resigned on October 13, 2023 (accepted October 20, 2023). Also in the November 13th Council Meeting, Councilmember Laura Rodgers was unanimously voted to the Mayor Pro Tem position.

Clarkston residents Scott Meyland, Peg Roth and John Michalik have expressed interest if filling the vacated seat until the November 2024 election (letters of interest / recommendation attached).

Motioned by _____ and Seconded by _____ to appoint _____ to fill the open Council seat effective immediately and ending with the November 2024 election.

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

Motion is Adopted

Motion is Defeated

Karen DeLorge, City Clerk

December 11, 2023

Date

Dear Jonathan, Karen, and members of City Council,

My name is Scott Meyland, and I am sending this letter to formally express my interest in being nominated for appointment to fill the vacancy created by the resignation of Eric Haven as Mayor last month.

I am happy to answer any questions you may have, and would be interested at any time to be able to interact with you to collect your feedback and thoughts as to how you see the state of the city, where you might see opportunities for improvement, and your perspectives on things gone right, things gone wrong, etc.

In the meantime, you're welcome to contact me at (email address provided.) If you'd prefer to talk on the phone or in person, feel free to call me at XXX-XXXX (provided.) For those of you that don't know me, I'll use the opportunity to briefly introduce myself and hopefully help you to get to know me a little bit better.

I grew up in Independence Township, and attended Clarkston Elementary, Clarkston Junior High, and graduated from Clarkston High School. I then earned my Bachelor of Science in Mechanical Engineering from Michigan Technological University in Houghton, Michigan.

When I returned to the area I was able to choose where I would live, and chose to purchase my first home in the city on Buffalo Street. Subsequently, my next two home purchases were also in the city. I chose to make the community my home because of what the community is, simply, a great place to live.

Since then, I have continued to call Clarkston home since 1992, while I have spent my career working as a Chassis Engineering Leader in the auto industry.

Since becoming a city resident, I feel very fortunate to have had the opportunity to work with and get to know many other active members of our community, while serving the city and it's residents in a variety of different roles:

Active member of City of Clarkston Planning Commission (1998-1999)

Active member of Clarkston City Council, Mayor Pro-Tem (1999 – 2006), City Police Department Liaison (2000 – 2006), Chairperson of the Implementation of the Community Water System (2000-2002)

Active member of Clarkston City Board of Review (2007-present)

Active member of Clarkston City Zoning Board of Appeals (2001-2008)

Chairperson, Secretary, Clarkston City Zoning Board of Appeals (2010-present)

Active Member of City Charter Review Committee, 2018/2019

Board Member, Vice Chair, Clarkston/Brandon Community Credit Union (2006 – 2012)

Ran for Mayor of City of Village of Clarkston, generating 176 votes in November 8, 2022 General Election

In each case, I have taken pride in the fact that I have always been part of functions and contributed accordingly in a manner that has been fair, collaborative, and consistent with the perspective of serving the community's best interest. It has always been important to me to listen, think before speaking/acting, and behave fairly and conscientiously.

The top issues currently facing our city are:

- 1) Maintaining a balanced budget, while ensuring sufficient reserves are in place
- 2) Continued preservation of the things that make Clarkston special
- 3) Prioritization of our resources

To begin, the city is very fortunate to have a very talented and dedicated staff in place. The city offices, as well as the DPW, do an outstanding keeping the city running smoothly on a daily basis. As a council and as a community, we need to ensure that our city employees are and continue to be appreciated, treated with respect, and recognized for their continued efforts and contributions.

I believe that my approach to working to help address the three priority issues listed above are consistent with many of my previous contributions in various leadership roles within the city.

If appointed, I am committed to taking the time to listen, think critically, and understand how and why things have been done in the past, and how our entire community will be affected by decisions/actions going forward. I believe I will be able to help to foster an environment where a thought process consistent with serving the best interests of the community will be commonplace.

I feel very fortunate to have had the opportunity to contribute to our city's operation, growth, and vision during the last 24 years. Whether or not I am appointed to be the city's next mayor, I will continue to stay involved and do my part to continue to emphasize the importance of acting with the city's best interests in mind. I have always been and continue to be proud to call Clarkston home.

Thank you for taking the time to read this letter and consider my interest in serving when you make your recommendation for filling the vacancy resulting from Eric's resignation.

Sincerely,

Scott C. Meyland

Jonathan Smith

From: Carol Eberhardt <caroleberhardt@sbcglobal.net>
Sent: Sunday, November 26, 2023 5:40 PM
To: RogersL@villageofclarkston.org; Gary Casey; Amanda Forte; wylles@villageofclarkston.org; Theodore H. Quisenberry
Cc: Jonathan Smith
Subject: Vacant council Seat

Hello,

I am writing to endorse Scott Meyland for the vacant city council seat. Scott grew up in and has been a member of our community for many years and currently lives in the historic district; chairs the zoning board of appeals, as well as sits on the board of review. He understands the city's zoning and historic district ordinances, as well as the city's charter, after serving on the commission to review it several years ago. In the 2022 election, he received 176 votes for mayor and would have served both years, without contingencies.

Scott also understands and staunchly defends the philosophy that Clarkston remain a city. As a past village council member and president, city council member and city manager, I firmly believe that this point is key to who should fill the vacant seat. Time and time again, Scott has demonstrated a commitment to public service for the sake of the community, as opposed to furthering any personal or professional agenda or that of any special interest groups determined to threaten this city.

As a member of this community, I ask that you be thoughtful with your decision-making, comprehend what has transpired in the past and how your decision could impact Clarkston.

Scott's engagement in and service to our community and his unprompted initiative to serve on the council in 2022 is a clear indication of his consistent willingness to serve, not just jump at a chance to be appointed, free of the burden of an election. Remember: many community members last year showed their support for him. Historically such a demonstration meant something to the leaders of this community when having to fill vacancies. They did not simply succumb to the pressures of friends wanting an unearned seat at the table. I believe he not only deserves to be appointed to the vacant city council seat, but that no one in our community would do a finer or fairer job.

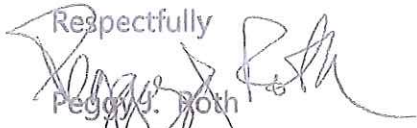
Carol Eberhardt
38 E. Washington

November 20, 2023

To Clarkston City Council, Mayor Wylie and City Manager:

Included please find my Letters of Recommendation (5), my record of Community Involvement and this letter as my application to be appointed to the open council seat which has been vacated by Sue Wylie.


Respectfully



Peggy J. Roth
25 Madison Ct.
Clarkston, MI 48346

Community Involvement Record by Peg Roth

Co-creator of the Clarkston Retailers Group with Kevin Harrison, 2009.

We created a tri fold map of our group's 21 members and shop's locations which included our logo "My Clarkston  Buy Clarkston"

We Organized fundraisers that benefited these plus others: OATS, McLaren breast care center, Lighthouse North, Stiggy's Dogs (provides veterans service dogs), Rotary, Blessings in a Backpack, Cl Arts Council, Oakland County Veterans Treatment Court, Sisters & Sisters (provides free mammograms to those in need).

Held 2 Howl-o-ween events for Participants and their pets for a best costume Parade and Fundraiser (money and donations of dog Products for MARL)

Organized a fashion show held at Morgan Milzow and Harrison's featuring Clothing by Cabi.

Served on the Clarkston City Council for 7 years 2007 - 2014.

Active Member of the Clarkston Chamber of Commerce 12 years
Serving on the Executive Committee, two terms on the Board of Directors, one term President

Member Of the Clarkston Optimist Club served one term on the Board of Directors.

American Legion. Helped Organize and Host a prevention of suicide presentation with the American Suicide Prevention Assoc. and Calvary Lutheran church for Veterans and their families, participated in troop support packing and shipping supplies to areas of combat.

Sponsored a book project with Amy Laboissonniere (American Legion) to supply "Hero at Home" Books to all seven local elementary school libraries, CIDL and Two little libraries written by a veteran who returned home from Afghanistan having Been Severely injured and How he and his family coped with that, writing of it through the eyes of his daughter.

Received a Certificate of Appreciation for my work in restoring poppy sales in the area supermarkets which had Been suspended due to change in the corporate policy, 2016.

Member of the July 4th parade Committee 12 years.

Worked with the Clarkston Area Youth Assistance/pinwheel program for the prevention of child abuse and Support for the safety and wellbeing of our youth for 6 years.

Scheduled and hosted two red cross blood drives in our community.

Hosted an art show at the Clarkston Mills Mall featuring 12-15 local artists, 2009.

Co-hosted a fundraiser with Robert Essaki (Rudy's) at the Cl Mills Mall benefitting Easter Seals, 2012.

Worked with the DIA To bring their Inside/Out program to Clarkston, 2012.

Received:

Clarkston Chamber Civic Leadership Award 2011.

Oakland County Community Collaboration award 2013.

Clarkston Community Area volunteer of the year award 2020.



52ND DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514

MICHIGAN HOUSE OF REPRESENTATIVES

MIKE HARRIS
STATE REPRESENTATIVE

PHONE: (517) 373-0828
FAX: (517) 373-5783
MikeHarris@house.mi.gov
www.RepHarris.com

Dear Members of the City Council Selection Committee,

I am honored to write this letter of enthusiastic recommendation for Peg Roth, an outstanding candidate for the City Council vacancy. Over the course of the past two years, I have had the privilege of working closely with Peg and have witnessed her unwavering dedication to the community and her remarkable contributions to its growth and well-being.

Peg Roth's extensive and diverse background in community leadership is a testament to her commitment to public service. Notably, Peg served on the Clarkston City Council for an impressive seven-year period, from 2007 to 2014. Her tenure on the council allowed her to gain invaluable insights into local governance, equipping her with the knowledge and experience needed to make informed, principled decisions for the city.

Peg is not only an experienced public servant but also a dynamic force for positive change in Clarkston. Her co-creation of the Clarkston Retailers Group demonstrates her ability to bring local businesses together to support one another and promote economic growth. Moreover, her dedication to community involvement is exemplified by her receipt of the Chamber of Commerce Civic Leadership Award in 2011, a recognition of her outstanding contributions to the city.

As an active member of the Clarkston Chamber of Commerce for twelve years, Peg's service extends well beyond her time on the City Council. Her involvement includes serving on the Executive Committee, two terms on the Board of Directors, and one term as President. This extensive experience has honed her leadership skills and deepened her understanding of the local business landscape, positioning her to advocate effectively for our community's economic well-being.

Peg's commitment to community service also extends to her involvement with organizations such as the Clarkston Optimist Club and the American Legion. She has contributed to organizing and hosting vital presentations on suicide prevention for veterans and their families, showing her dedication to our servicemen and women. Her participation in troop support efforts further demonstrates her commitment to supporting those in need.

Additionally, Peg has been an essential member of the July 4th parade committee for twelve years, helping to create memorable community events that bring our residents together. Her six years of service with the Clarkston Area Youth Assistance and the pinwheel program for the prevention of child abuse underline her passion for the safety and well-being of our youth.

Peg's remarkable contributions to our community culminated in her receiving the Clarkston Community Area Volunteer of the Year Award in 2020, a well-deserved recognition of her selfless dedication to Clarkston.



52ND DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514

MICHIGAN HOUSE OF REPRESENTATIVES

MIKE HARRIS
STATE REPRESENTATIVE

PHONE: (517) 373-0828
FAX: (517) 373-5783
MikeHarris@house.mi.gov
www.RepHarris.com

In conclusion, Peg Roth is an exceptional candidate for the City Council vacancy, possessing a wealth of experience, a deep commitment to the community, and a proven track record of exemplary leadership. I wholeheartedly endorse her candidacy and believe she will continue to serve the city with integrity, passion, and a tireless dedication to our shared values.

If you require any further information or have questions, please do not hesitate to contact me. Thank you for considering Peg Roth as a candidate for the City Council, and I trust that you will recognize the outstanding qualities she brings to this vital role.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Harris".

Representative Mike Harris
Michigan House of Representatives
52nd District

Kevin Harrison
27 / 29 S. Main St.
Clarkston, MI 48346

November 17, 2023

City of the Village of Clarkston Council Members,

I am writing to recommend Peg Roth to fill the vacant seat on our Village Council.

I have known Peg for 15 years. During that time, Peg has been the biggest advocate for the Village of Clarkston that I am aware of. Early in our friendship, Peg and I helped to form a retailer's group for Village businesses. The group coordinated events in the Village, promoted the business district to our Village government, and created camaraderie among the business owners. Even after the retailer's group fizzled and eventually dissolved, Peg continued to work to keep us unified and informed.

Our businesses need a voice on the Village Council because most of the business owners do not live in the Village of Clarkston yet contribute greatly to the vitality of our community.

I hope you agree that Peg would be a great addition to our Village Council.

I am happy to discuss further any questions you may have. I can be reached at 248-778-8644.

Sincerely,

Kevin Harrison

Dear City Council Selection Committee Members,

As a former, longtime Village resident and current Village business co-owner I have seen firsthand for many years how committed Peg Roth is to forwarding the best interests of our community.

Not only has she consistently been in leadership roles in a variety of community business ventures but she also works to support many local causes and charities such as the Optimist Club and the Clarkston Area Youth Assistance Program. As a Board Member for Tree of Dreams, benefitting Neighbor for Neighbor headquartered in Davisburg, Peg has for years supported our efforts that directly benefit people who live in our community.

On a personal note, Peg was the sole reason I considered joining the Clarkston Area Chamber of Commerce many years ago. Her continuous and dedicated efforts in the Community led me to serve as a Board member for 9 years, President for two of those years. She's an inspiration and I was fortunate to have served alongside her for several years. Peg works tirelessly to unite and further the best interests of our business owners and citizens. She has my highest recommendation for your City Council.

Sincerely,
Emily Ford



Emily Ford

Broker & Co-Owner, Morgan Milzow & Ford Realtors

(248) 625-1010

| (248) 722-4230

| emilysells.com

emilyford@mmfrealtors.com

25 S. Main St., Clarkston, MI 48346



TO WHOM IT MAY CONCERN:

It is with great pleasure that I recommend Peg Roth to serve on the City of the Village of Clarkston City Council.

Peg is one of our most active and dedicated neighbors. She serves on many community boards and committees and has done so for many years, frequently in a leadership position. Few people have served as much as Peg has in my 50 years living in Clarkston.

I have been fortunate to have worked with her on a number of community projects. She has shown knowledge, sensitivity, and energy. She is dedicated and thorough.

We will be effectively served by having her as a City Councilperson.

Thomas Stone

November 17, 2023

City of the Village of Clarkston
375 Depot Road
Clarkston, MI 48346

To Whom It May Concern,

Peg Roth has been a close friend my family for over fifteen years. We share a common interest and values in not only promoting the quality of life in the City of the Village of Clarkston but also Independence Township.

As a long-time resident of the City, and business woman, Peg was instrumental in helping to organize the Downtown Merchants organization.

Her personality and demeanor would be an asset to the City Council. She is well liked and is willing to listen to others and weigh the pros and cons of an issue before rendering a decision.

Peg Roth and I have worked together on several community service projects throughout the years.

The American Legion Campbell-Richmond Post #63 has collected and packed essentials for US military personnel stationed overseas.

Peg and her family have volunteered their time every year for the Clarkston Rotary's annual Shoes for Kids community service project. The event typically provides over 400 Clarkston School children with new shoes, winter boots and hats and gloves,

My family and I fully support Peg Roth as she seeks a City Council seat.

If I were again a resident of the city, I would be actively campaigning her candidacy for Council.

Respectfully,



6371 Simler Drive

Clarkston, MI 48346

Jonathan Smith

From: Cory Johnston <cory@johnstondesign.org>
Sent: Sunday, November 26, 2023 10:51 PM
To: Karen Delorge; Jonathan Smith
Cc: Sue Wylie; Laura Rodgers; Gary Casey; Amanda Forte; Mike Lamphier; Theodore H. Quisenberry
Subject: Public Comment on city council and commission vacancies

I see there is a vacancy on the city council due to Sue Wylie taking the position of Mayor, and an opening on the Historic District Commission (HDC) due to the resignation of chairperson Jim Meloche.

I know and have worked with everyone mentioned in the meeting information related to this other than Lisa Patercsak who I know nothing about. Mr. Meloche and I served together on the HDC and I nominated him for chairperson when I left that position due to personal and political issues that were not beneficial to the City and HDC.

First, congratulations to Sue Wylie on becoming Mayor. Sue and I have known each other for many years, and I think she will be an asset to the council and city in her new position.

While I know Mr. Meyland and have nothing against him, I do believe Peg Roth is the far better choice for the open seat on the council due to both her experience as a past council member and her vast experience and involvement in the community. This is something I see missing from the current council. I have known Peg for many years, worked with her on several community projects, know that she wants what is best for the City of the Village of Clarkston, and that she has the connections and ability to make those things happen.

As for the Historic District Commission, I was a former commissioner and chairperson. As such, I have intimate knowledge of how it works, how it should work, and Ms. Catallo. Based on her past comments, she may not like me and feels I should not have been on the HDC, although that was never her decision to make. I do know Ms. Moon, her background, and experience. I believe she is the far better choice due to her experience, professional character, and familiarity with government operations, finances, and the status of historical assets within the city.

To those who don't know me, I will say up front that in my 41 years as a resident of the Village of Clarkston, I was a frequent critic of city actions and activities. During that time, I was a two-term member of the city council and, as noted, a member of the Historic District Commission. My wife served on both the Planning Commission and Zoning Board of Appeals. I am the top point holder on the city's Community Voice webpage and originally established the city's website and social media presence when neither existed. I strongly believe in open and transparent government, even when it may not be favorable to the government as the government is supposed to represent and defend the public, not itself.

Currently, for reasons I do not know or understand, I and my wife Robyn are blocked from the city's official Facebook page, a situation I only know about from others as I cannot see it and was never informed of the block. I have a request into the city to know why we have received such special treatment and under what policy and guidelines people are blocked from city communications. Given this current situation, it seems my opinions may not be welcomed by some and may even be illegally blocked. I will let you deal with that in your own way. I do hope however that you give some credibility to my comments given my experience with the city and government.

Cory Johnston
108 Evergreen Trail
Lake Orion, MI 48362-3378
248 877-7442

27 November 2023

Dear Clarkston City Council,

My name is John Michalik and I am writing to express my interest in the open position on the Clarkston City Council.

I have lived in Clarkston for the last 3 years with my family. We love the community, and I would like to extend my support to the City Council.

Previously, we lived in Lake Orion for the last 25 years where I was president of two separate homeowners associations. One for 8 years with 125 homes and one for 15 years with 262 homes. This has given me experience in managing everything from infrastructure projects, annual budgets, and constant concerns from homeowners.

I am an objective listener who's only goal is to be supportive and constructive. I always look for a win – win solution and believe hard work is the way to success. As a person, I push for quick resolutions and actions.

Thank You,

A handwritten signature in black ink, appearing to read 'John Michalik', with a horizontal line underneath.

John Michalik
248-202-7100



OATH OF OFFICE

STATE OF MICHIGAN, }
COUNTY OF OAKLAND }

I _____ do solemnly swear that I will support the Constitution of the United States, and the Constitution of this State, and that I will faithfully perform the duties of the office of City Council in and for The City of the Village of Clarkston, County of Oakland and State of Michigan, according to the best of my ability, so help me God.

Sign Here

Print Here

Subscribed and sworn to before me, this 27th day of November 2023.

For the term beginning November 27th, 2023, and expiring November 11th, 2024.

Karen A. DeLorge
City Clerk
The City of the Village of Clarkston
Oakland County, Michigan.

December 10, 2023

Clarkston City Council Members:

I am respectfully requesting that you consider placing long-time resident Scott Meyland in the vacant Clarkston City Council seat.

Scott has continually proven his commitment to this city over the years. He has served on the Planning Commission, Clarkston City Council, Board of Review and the Charter Review Committee. He is currently serving this community as the chair of the Zoning Board of Appeals. Scott's dedication to Clarkston was also evident when he ran for mayor in the last mayoral election and received the votes of 176 Clarkston residents. They believed in his sense of service and fairness. It is these same qualities that would make him an excellent council member.

I have known Scott to be someone who strives to get all the facts before deciding. He hears both sides of the story and will do what he feels is best for the entire community. He's not tied to a specific business or special interest group, and he will be open-minded on the issues.

Scott will strive to make informative choices that are fair for residents and business owners alike. In my opinion, he is the right person for the vacant council seat based on his many years serving and supporting the City of the Village of Clarkston.

Thank you for your time and consideration.

Respectfully submitted,

Toni Smith

6840 East Ct.

Clarkston, MI



OATH OF OFFICE

STATE OF MICHIGAN,
COUNTY OF OAKLAND



I _____ do solemnly swear that I will support the Constitution of the United States, and the Constitution of this State, and that I will faithfully perform the duties of the office of **City Council** in and for The City of the Village of Clarkston, County of Oakland and State of Michigan, according to the best of my ability, so help me God.

Sign Here

Print Here

Subscribed and sworn to before me, this 27th day of November 2023.

For the term beginning **November 27th, 2023**, and expiring **November 11th, 2024**.

Karen A. DeLorge
City Clerk
The City of the Village of Clarkston
Oakland County, Michigan.

**OAKLAND COUNTY SHERIFF DEPARTMENT
INDEPENDENCE SUBSTATION**

TO: John Smith, City Manager

FROM: Lieutenant Richard Cummins, Substation Commander

SUBJECT: City of the Village of Clarkston Monthly Report

	2023												2023	2022
ARRESTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	YTD
Felony (CLR-059)	0	0	0	0	0	0	0	0	0	0	0	0	0	9
Misdemeanors (CLR-059)	0	1	0	4	0	0	0	0	0	0	2		7	86
MICR:														
Violent Crimes (CLR-004)	0	0	0	0	0	0	0	0	0	0	0		0	9
Property Crimes (CLR-004)	0	1	0	0	0	0	0	0	0	0	2		3	23
TRAFFIC:														
Monthly Citations Citation Report	51	56	77	34	9	21	6	10	6	10	14		294	290
Crashes - Crash Report	4	2	3	1	4	3	4	4	2	1	1		29	26
LIQUOR INSPECTION ACTIVITY:														
Alcohol Compliance Checks (AE)	0	0	0	0	0	0	0	0	0	0	0		0	0
Violations (CLR-065)	0	0	0	0	0	0	0	0	0	0	0		0	0
COMMUNITY LIAISON:														
Community Meetings L3535	1	2	2	2	2	2	2	2	3	2	2		22	1
Community Other L3539	0	0	0	0	0	0	0	0	0	0	0		0	0
STATION STATISTICS:														
Calls for Service (CLR-065)	261	92	118	67	58	71	50	64	62	49	63		955	1961

City of the Village of Clarkston
City Manager Report
December 11, 2023

Storm Drain Repairs

Despite some challenging weather, the repairs of three failing storm drains as authorized by Council in the November 13th Council Meeting have been completed. Out thanks to ARMS Reach Excavating for pushing through in the snowy weather to complete this work.

Depot Park Amenities – Next Steps

As reported in the last Council Meeting, our Planning Commission is working with City Planner Carlisle-Wortman to obtain a quote for conducting a public input session to better understand the preferences of our residents as well as update the City's Recreation Master Plan. The cost estimate received this week exceeds the available budget, so additional alternatives are being evaluated.

GM on Main Grant Opportunity

General Motors will soon be awarding five (5) grants of \$50K each to nonprofit organizations and municipalities in communities nearby a GM facility (Clarkston meets this requirement) to implement innovative placemaking initiatives in their local commercial districts. To be considered, the applications must be focused on placemaking, defined as the development of a quality public space that builds on the community's assets, inspiration, and potential while also contributing to people's health, happiness, and well-being. The placemaking enhancement shall be in a publicly accessible location in a downtown or commercial district and pay particular attention to the community's physical, cultural, and social identities. GM is also asking that the proposal be innovative, inclusive, feasible and capable of be replicated in other communities.

As part of my City Manager Report discussion in the December 11th Council meeting, I would like to present a placemaking idea for downtown that I have been considering for a couple of years. I will be seeking feedback from Council before applying. The deadline for the grant is coming up soon – Noon on Wednesday, December 13th.



City of the Village of Clarkston
Artemus M. Pappas Village Hall
375 Depot Road
Clarkston, Michigan 48346
City Council Regular Meeting Minutes
11.27.2023 Draft Minutes

11/27/2023 - Minutes

1. Call To Order

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

2. Pledge Of Allegiance

City Council Member Gary Casey led the Pledge of Allegiance.

3. Roll Call

Council Members Present: Gary Casey, Amanda Forte, Mark Lamphier, Ted Quisenberry.

Council Members Absent: Sue Wylie, Mayor & Laura Rodgers, Mayor Pro Tem

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

Others Absent: Oakland County Sheriff Sergeant John Ashley

4. Approval Of Agenda - Motion

Agenda has been amended by Casey by making the Motion for the following changes: To Table all until the 12.11.2023 City Council Meeting: #5 Motion: City Council Appointment to fill open Council seat until Nov 2024, #6 Oath of Office for new Council Member, and #12C Motion: Historic District Commission Appointment to fill open position until July 2024. Motion as Amended by Quisenberry, supported by Forte to approve the amended Agenda as presented - All Aye.

Motion Carried 4-0.

Amend Agenda as amended by Casey by making the Motion for the following changes: To move forward #12D from New Business: Resolution: Acceptance of the 22/23 Financial Audit to take place before #7 Public Comments due to speakers time restraints. Motion as Amended by Forte, supported by Lamphier to approve the Amended Agenda as presented - All Aye.

Motion Carried 4-0.

12.D RESOLUTION: City Auditor Rana Emmons of PSL LLP Certified Accountants presented the Audited Financial Report for the 22/23 Fiscal Year, ending June 30, 2023. Resolved by Casey, supported by Forte that the City Council of the City of the Village of Clarkston hereby agrees to accept and file the 22/23 Fiscal Year Audited Financial Report as submitted by City Auditor Rana Emmons of PSLZ LLP.

Roll Call Vote: All Ayes - CASEY, FORTE, LAMPHIER, QUISENBERRY.

RESOLUTION IS ADOPTED 4-0

5. Motion: City Council Appointment To Fill Open Position Until November 2024

TABLED UNTIL CITY COUNCIL MEETING 12.11.2023

6. Oath Of Office

TABLED UNTIL CITY COUNCIL MEETING 12.11.2023

7. Public Comments

Received Letters from: Chet Pardee & Cory Johnston

8. FYI

Council Member Casey reminded everyone of the following events:

- Clarkston Family Farm Event: Christmas at the Farm on Saturday Dec 2nd, 2023 3pm to 6pm
- Clarkston Holiday Market in Depot Park on Saturday Dec 9th, 2023 4pm to 8pm
- Team Rush 2023 Clarkston Holiday Lights Parade in the City of the Village of Clarkston on Saturday Dec 9th, 2023 @ 6pm

9. City Manager Report 11.27.2023

Presented by Jonathan Smith, City Manager

The City Manager Report provided a current short term project list.

10. Motion: Acceptance Of Consent Agenda As Presented 11.27.2023

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

VOTE: All Aye

Motion Carried 4-0

11. Old Business:

Resolution - Freedom of Information Act (FOIA) Consultant Agreement. Resolved by Forte, supported by Casey that the City Council of the City of the Village of Clarkston hereby approves the Hourly Retainer Agreement for the use of FOIA consultant Carlito Young on an as-needed basis.

Roll Call Vote: All Ayes - CASEY, FORTE, LAMPHIER, QUISENBERRY.

RESOLUTION IS ADOPTED 4-0

12. New Business:

a. Public Hearing on the 2024 Community Development Block Grant (CDBG) Program

1. City Council Member Gary Casey called the Public Hearing Meeting to order @ 7:48 pm
2. Receive Public Comments: Peg Roth spoke in support of CAYA
3. City Council Member Gary Casey called to Adjourn Public Hearing @ 7:51 pm

b. **Resolution:** Allocation of the 2024 CDBG Funding Allocation - Be it Resolved by Quisenberry, supported by Forte that the City of the Village of Clarkston chooses to allocate it's 2024 CDBG Funding of \$7000 as follows: \$5000 to the Independence Township Senior Center Transportation program and \$2000 to the Clarkston Area Youth Assistance Program/CAYA and authorize the City Manager Jonathan Smith to sign the Application and submit the documents to Oakland County.

Roll Call Vote: All Ayes - CASEY, FORTE, LAMPHIER, QUISENBERRY.

RESOLUTION IS ADOPTED 4-0

c. Motion: Historic District Commission Appointment to fill open position until July 2024 - TABLED UNTIL CITY COUNCIL MEETING 12.11.2023

d. Resolution: Acceptance of the 2022/2023 Financial Audit - Moved to #4 before Public Comments.

13. Adjourn

Motion by Forte, supported by Lamphier to adjourn the regular City Council Meeting at 8:02 pm - All Aye.

MOTION CARRIED 4-0

Respectfully Submitted by Karen 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
11.13.2023 Final Minutes

11/13/2023 - Minutes

1. Call To Order

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

2. Pledge Of Allegiance

City Manager Jonathan Smith led the Pledge of Allegiance.

3. Oath Of Office

Council Members - Gary Casey, Theodore Quisenberry, Laura Rodgers

Given by City Clerk DeLorge.

4. Roll Call

Council Members Present: Gary Casey, Amanda Forte, Mark Lamphier, Ted Quisenberry and Laura Rodgers.

Council Members Absent: Sue Wylie, Mayor Pro Tem

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

Others Absent: Oakland County Sheriff Sergeant John Ashley

5. Resolution: Mayor Replacement

Discussion to select a new Mayor to fill current vacancy: Scott Meyland spoke regarding his interest supported by Cara Catallo. Sue Wylie Pro Tem letter of interest was read and supported by Peg Roth & Jim Brueck

Motioned by Lamphier Seconded by Casey to appoint Sue Wylie to the position of Mayor through November 13, 2024. Casey, Forte, Lamphier, Quisenberry and Rodgers: All Aye

Motion Carried 5-0

6. Conditional Motions (If Sue Wylie Is Selected As Mayor):

Motioned by Rodgers Seconded by Quisenberry to accept Sue Wylie's resignation as Mayor Pro Tem. Casey, Forte, Lamphier, Quisenberry and Rodgers - All Aye

Motion Carried 5-0

Motioned by Lamphier Seconded by Casey to appoint Laura Rodgers to the position of Mayor Pro Tem through November 13, 2024. Casey, Forte, Lamphier, Quisenberry and Rodgers - All Aye.

Motion Carried 5-0

7. Approval Of Agenda - Motion

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

Motion Carried 5-0

8. Public Comments

Steven Forte Spoke.

Cara Catallo Spoke.

Chet Pardee's Letter - Read by Laura Rodgers

Jonathan Smith Spoke.

9. FYI

Mayor Pro Tem Rodgers reminded everyone: The Holiday Parade & Market will start at 4pm on December 9th, 2023.

10. Election Update

Given by City Clerk DeLorge

11. Sheriff Report For October 2023

Reviewed

12. City Manager Report 11.13.2023

Presented by City Manager Jonathan Smith

The City Manager Report provided the following updates:

November 7th Election Day

13. Motion: Acceptance Of Consent Agenda As Presented 11.13.2023

Motioned by Quisenberry, supported by Forte to approve the Consent Agenda. VOTE: All Aye.

Motion Carried 5-0

14. Old Business:

None

15. New Business:

Motion: Acceptance of Jim Meloche (HDC Chairperson) Resignation Motioned by Forte and Seconded by Lamphier to respectfully accept Jim's resignation. Replacement nominations will be considered in the November 27th City Council Meeting.. VOTE: All Aye.

Motion Carried: 5-0

Resolved by Quisenberry and Seconded by Forte that the City of the Village of Clarkston hereby authorizes the City Manager to contract with ARMS Reach Excavating LLC for a total not-to-exceed cost of \$17,436.10 to repair/rebuild three (3) storm drain structures in the City at Waldon & Main, S Holcomb & W Church, and N Holcomb & Valley Park Dr., paid from the Capital Outlay/Professional & Contractual Services Budget (401-901-805.001)

Roll Call Vote: All Ayes - Casey, Forte, Lamphier, Quisenberry, and Rodgers.

Resolution is Adopted 5-0

Resolved by Lamphier Seconded by Casey that the City of the Village of Clarkston hereby authorizes the City Manager to proceed with the purchase of the Epoke Epomini 5 Drop Spreader for Bell Equipment of Lake Orion at a cost of \$1,900 to be expensed from DPW Equipment Budget (101-446-726.000).

Roll Call Vote: All Ayes - Casey, Forte, Lamphier, Quisenberry, and Rodgers.

Resolution is Adopted 5-0

Resolved by Casey Seconded by Forte that the City of the Village of Clarkston hereby authorizes the City Manager to consult with Mr. Carlito Young on an as-needed basis for FOIA assistance, the expense for which will be paid from the City's Legal Fees Budget (101-266-803.000). An Agreement between the City and Mr. Young will be brought to a future council meeting.

Roll Call Vote: All Ayes - Casey, Forte, Lamphier, Quisenberry, and Rodgers.

Resolution is Adopted 5-0

Resolved by Quisenberry Seconded by Forte that the City of the Village of Clarkston periodically applies to the Michigan Department of Transportation for permits to construct, operate, use and/to maintain utilities or other facilities, or to conduct other activities, on over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits for 2024.

Roll Call Vote: All Ayes - Casey, Forte, Lamphier, Quisenberry, and Rodgers.

Resolution is Adopted 5-0

Motion made to select Gary Casey to run the City Council Meeting on Nov 27th, 2023.

VOTE: All Aye.

Motion Carried: 5-0

16. Adjourn

Motion by Forte, supported by Casey to adjourn the regular City Council Meeting at 8:44 p.m. - All Aye,

Motion Adopted 5-0

Respectfully Submitted by Karen DeLorge, City Clerk.

TREASURER'S REPORT FOR CITY COUNCIL MEETING:

12/11/2023

Treasurer's Report:

I. Disbursements from 11/01/2023 - 11/30/2023

101 General Fund	\$	16,846.12
202 Major Streets	\$	295.97
203 Local Street	\$	109.47
220 Mill Pond Lake	\$	158.00
231 Parking Meter Fund	\$	840.81
236 Friends of Depot Park	\$	-
301 GO Bond Debt	\$	-
401 Capital Projects Fund	\$	15,592.45
590 Sewer Fund	\$	71,039.31
703 Tax Fund	\$	18,696.80
Total	\$	123,578.93

II. Invoices for review and payment approval

Carlisle Wortman - 2023 Code Enforcement	\$	-
Carlisle Wortman - 2023 Building Administration	\$	-
Carlisle Wortman - Master Plan, Bldg Adm, Planner & Other	\$	-
HRC MS4 Permitting	\$	-
HRC Professional Services November 2023	\$	-
Tom Ryan - Professional Services (November Invoice)	\$	1,140.00
Tom Ryan - Professional Services Court (November Invoice)	\$	47.50
Total	\$	1,187.50

III. Other Checks for Review

	\$	-
	\$	-
	\$	-
	\$	-
Total	\$	-
GRAND TOTAL	\$	124,766.43

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 11/01/2023 - 11/30/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
11/01/2023	GEN	11259	10/20/2023	HOME DEPOT CREDIT SERVICES	DPW SUPPLIES	726.000	441	46.92
11/01/2023	GEN	11260	#E2926	MICHIGAN DOWNTOWN ASSOCIATIO	DUES & CONFERENCES	958.000	101	275.00
11/02/2023	GEN	11261	8529 10 141 000505	COMCAST	TELEPHONE	850.000	172	409.10
11/02/2023	GEN	11262	11/20/2023	DTE ENERGY	DETROIT EDISON-VH	920.000	265	22.36
			11/20/2023		DETROIT EDISON-VH	920.000	265	180.69
			11/20/2023		DTE UPPER PARKING LOT	923.000	265	165.92
			11/20/2023		DTE UPPER PARKING LOT	923.000	265	14.87
			11/20/2023		DTE DEPOT PARK	923.001	265	27.69
				CHECK GEN 11262 TOTAL FOR FU				<u>411.53</u>
11/06/2023	GEN	11263	78787	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	110.85
11/06/2023	GEN	11264	2171414	CARLISLE/WORTMAN ASSOC INC	VH-PLANNER FEES	811.000	701	650.00
11/06/2023	GEN	11265	11/6/2023	CITY OF THE VILLAGE OF CLARK	SEWER & WATER-VH	924.000	265	133.44
11/06/2023	GEN	11266	202699008942	CONSUMERS ENERGY	VH - UTILITIES CONSUMERS	921.000	265	126.79
11/06/2023	GEN	11267#	11/22/2023	DTE ENERGY	DTE UPPER PARKING LOT	923.000	265	46.43
			200484317192		DTE STREET LIGHTING	926.000	448	1,569.34
				CHECK GEN 11267 TOTAL FOR FU				<u>1,615.77</u>
11/06/2023	GEN	11268	5068375802	RICOH USA, INC	SUPPLIES	726.000	172	245.59
11/06/2023	GEN	11269	11092	THOMAS J RYAN PC	LEGAL FEES	803.000	266	1,045.00
			11093		LEGAL FEES	803.000	266	95.00
				CHECK GEN 11269 TOTAL FOR FU				<u>1,140.00</u>
11/06/2023	GEN	11270#	200429	GREAT LAKES ACE HARDWARE	PARK MATERIALS	728.000	265	72.98
			200429		BUILDING MAINTENANCE-VH	931.000	265	9.99
			200429		MATERIAL & OUTSIDE LABOR-TRACTOR	861.005	446	24.60
				CHECK GEN 11270 TOTAL FOR FU				<u>107.57</u>
11/06/2023	GEN	11272	8103157	ROYAL PUBLISHING	DUES & CONFERENCES	958.000	101	150.00
11/06/2023	GEN	11273	347068	VIEW NEWSPAPER GROUP	PUBLICATIONS	901.000	215	450.30
11/08/2023	GEN	11274	76783	SPECTRUM PRINTERS, INC	SUPPLIES	726.000	262	49.01
11/08/2023	GEN	11275	11136	TROY ELECTRIC INC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	258.00

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 11/01/2023 - 11/30/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
11/13/2023	GEN	11276	2171529	CARLISLE/WORTMAN ASSOC INC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	302	302.74
11/13/2023	GEN	11277	74428	CHARTER TOWNSHIP OF INDEPEND	VEHICLES - GAS & OIL	862.000	446	200.82
11/13/2023	GEN	11278	2171528	CARLISLE/WORTMAN ASSOCIATES,	BLDG DEPT PROFESSIONAL FEES	809.000	371	1,591.00
11/13/2023	GEN	11279	186663930	COMCAST	TELEPHONE	850.000	172	339.25
11/13/2023	GEN	11280	11-7-2023	CARA CATALLO	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	262	235.00
11/13/2023	GEN	11281	11-7-2023	TONI SMITH	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	262	285.00
11/13/2023	GEN	11282	11-7-2023	EVELYN BIHL	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	262	210.00
11/13/2023	GEN	11283	11-7-2023	KAREN DELORGE	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	262	260.00
11/13/2023	GEN	11284	11-7-2023	RICHARD DELORGE	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	262	25.00
11/13/2023	GEN	11285	11-7-2023	MAGGIE SANS	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	262	25.00
11/14/2023	GEN	11286	11/14/2023	MICHIGAN STATE UNIVERSITY	PLANNING COMMISSION	958.000	701	90.00
11/16/2023	GEN	11287	78196	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	45.00
			78201		PARK MATERIALS	728.000	265	30.00
				CHECK GEN 11287 TOTAL FOR FU				<u>75.00</u>
11/16/2023	GEN	11288*#	11/22/2023	CARDMEMBER SERVICE	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	419.59
			11/22/2023		TECHNOLOGY/INTERNET EXPENSE	852.000	172	21.19
			11/22/2023		MILEAGE/CONFERENCE	860.000	172	271.27
			11/22/2023		DUES & CONFERENCES	958.000	172	12.00
			11/22/2023		SUPPLIES-VH BUILDING	726.004	265	105.27
			11/22/2023		PARK MATERIALS	728.000	265	58.48
			11/22/2023		PHYSICAL EXPENSES	713.000	441	1,083.01
			11/22/2023		DPW SUPPLIES	726.000	441	48.64
			11/22/2023		EQUIPMENT MAINTENANCE	932.001	441	164.95
			11/22/2023		DPW EQUIPMENT	726.000	446	243.92
				CHECK GEN 11288 TOTAL FOR FU				<u>2,428.32</u>
11/20/2023	GEN	11289	12/7/2023	OAKLAND COUNTY CLERKS ASSN	DUES & CONFERENCES	958.000	215	40.00
11/20/2023	GEN	11290	1098987832	RICOH USA, INC	SUPPLIES	726.000	172	45.00
11/20/2023	GEN	11291	8105170	ROYAL PUBLISHING	DUES & CONFERENCES	958.000	101	150.00
11/20/2023	GEN	11292	11/20/2023	LAURA RODGERS	SUPPLIES	726.000	248	762.12

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 11/01/2023 - 11/30/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
11/20/2023	GEN	11293	E00683	BELL EQUIPMENT CO	DPW EQUIPMENT	726.000	446	1,900.00
11/27/2023	GEN	11294	5027519000	RICOH USA INC	RICOH COPIER LEASE	941.000	172	202.65
11/27/2023	GEN	11295	756207	MML WORKER'S COMP FUND	WORKMAN'S COMPENSATION	722.000	172	90.00
11/27/2023	GEN	11296	11/27/2023	LAURA RODGERS	SUPPLIES	726.000	248	288.38
11/28/2023	GEN	11297#	11/21/2023	HOME DEPOT CREDIT SERVICES	PARK MATERIALS	728.000	265	222.06
			11/21/2023		DPW SUPPLIES	726.000	441	21.36
CHECK GEN 11297 TOTAL FOR FU								243.42
11/29/2023	GEN	11298	11/30/2023	DOUG WEAVER	SALARY - BLDG INSPECTORS	805.001	371	65.00
11/29/2023	GEN	11299	11/30/2023	JEFF SHAFER	SALARY - BLDG INSPECTORS	805.001	371	390.00
11/29/2023	GEN	11300	11/30/2023	KRISTINA WELSH	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	371	130.00
11/30/2023	GEN	11301	78144	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	181.70
			78260		PARK MATERIALS	728.000	265	110.85
CHECK GEN 11301 TOTAL FOR FU								292.55
Total for fund 101 GENERAL								16,846.12

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET								
11/06/2023	GEN	11271*	113317	ROCK BOTTOM STONE SUPPLY	SALT - WINTER SIDEWALK	778.000	453	295.97
Total for fund 202 MAJOR STREET								295.97

12/04/2023 07:08 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 11/01/2023 - 11/30/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET								
11/06/2023	GEN	11271*	113317	ROCK BOTTOM STONE SUPPLY	SALT - WINTER SIDEWALK	778.000	453	109.47
Total for fund 203 LOCAL STREET								109.47

User: TREASURER2

CHECK DATE FROM 11/01/2023 - 11/30/2023

DB: Clarkston

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 220 MILL POND LAKE IMPROVEMENT FUND								
11/06/2023	MILL	275	347066	VIEW NEWSPAPER GROUP	PUBLICATIONS (PUBLIC NOTICES)	902.000	101	158.00
Total for fund 220 MILL POND LAKE IMPROVEMENT								158.00

12/04/2023 07:08 PM
 User: TREASURER2
 DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 11/01/2023 - 11/30/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 231 PARKING METER FUND								
11/01/2023	PARK	1236	067754	TRAFFIC & SAFETY CONTROL SYS	PHONE EQUIPMENT	760.000	172	50.00
11/01/2023	PARK	1237	267033911	T-MOBILE	PHONE EQUIPMENT	760.000	172	60.40
11/02/2023	PARK	1238	IRIS0000127680	T2 SYSTEM CANADA INC	MISC EXPENSE	955.000	172	55.00
11/08/2023	PARK	1239	INV-1042129	PASSPORT LABS, INC	MISC EXPENSE	955.000	172	131.24
			INV-1041838		MISC EXPENSE	955.000	172	128.75
CHECK PARK 1239 TOTAL FOR FU								259.99
11/16/2023	PARK	1240	11/22/2023	CARDMEMBER SERVICE	MISC EXPENSE	955.000	172	2.00
11/16/2023	PARK	1241	067398	TRAFFIC & SAFETY CONTROL SYS	MISC EXPENSE	955.000	172	290.00
11/27/2023	PARK	1242	267033911	T-MOBILE	PHONE EQUIPMENT	760.000	172	68.42
11/30/2023	PARK	1243	IRIS0000128720	T2 SYSTEM CANADA INC	MISC EXPENSE	955.000	172	55.00
Total for fund 231 PARKING METER FUND								840.81

12/04/2023 07:08 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 11/01/2023 - 11/30/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 401 CAPITAL PROJECT FUND								
11/16/2023	GEN	11288*#	11/22/2023	CARDMEMBER SERVICE	STREET SIGNS & POSTS	819.000	446	141.45
11/30/2023	GEN	11302	2381	ARMS REACH EXCAVATING LLC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	901	15,451.00
Total for fund 401 CAPITAL PROJECT FUND								15,592.45

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 CHECK DATE FROM 11/01/2023 - 11/30/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER								
11/08/2023	SEWER	2134	020-00523-001	CHARTER TOWNSHIP OF INDEP	CLINTON/OAKLAND SEWER QTRLY	814.000	536	48,489.31
			020-00523-001		QTLY VILLAGE SEWER CHARGES	814.001	536	22,478.86
				CHECK SEWER 2134 TOTAL FOR F				70,968.17
11/20/2023	SEWER	2135	300-2112-S	GREAT LAKES WATER AUTHORITY	IWC CHARGES IND TWP	814.002	536	71.14
				Total for fund 590 SEWER				71,039.31

12/04/2023 07:08 PM
User: TREASURER2
DB: Clarkston

CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 11/01/2023 - 11/30/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 703 TAX								
11/02/2023	TAX	864(E)	11/02/2023	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	274.000	000	6,868.46
11/02/2023	TAX	865(E)	11/02/2023	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	274.000	000	7,476.06
11/02/2023	TAX	866(E)	11/02/2023	CITY OF CLARKSTON CVT	TAX COLLECTIONS	274.000	000	2,848.12
11/02/2023	TAX	867(E)	11/02/2023	CITY OF CLARKSTON 2012 BOND	TAX COLLECTIONS	274.000	000	1,504.16
					Total for fund 703 TAX			18,696.80
				TOTAL - ALL FUNDS				123,578.93

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

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

Thomas J. Ryan, P.C.

2055 Orchard Lake Road
Sylvan Lake, MI 48320

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

December 1, 2023

Invoice #11098

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
11/1/2023 Review correspondence from City Clerk re: publication notice Oakland County Water Resources Commissioner Engineering Design Standards for Storm Water Facilities; Email to City Clerk re: publication notice	0.50 95.00/hr	47.50
Phone call from/to Mr. Radzik re: boundary issue on Hillside	0.50 95.00/hr	47.50
11/6/2023 Review Memo from City Planner re: fence and deck issue - 7000 Hillside Drive	0.50 95.00/hr	47.50
11/10/2023 Review four (4) FOIA Requests from Mrs. Bisio forwarded by City Clerk	2.00 95.00/hr	190.00
11/13/2023 Review City Council Meeting Packet	0.50 95.00/hr	47.50
Attend City Council Meeting	3.00 95.00/hr	285.00
11/22/2023 Phone call from City Manager re: miscellaneous city matters	0.50 95.00/hr	47.50
11/24/2023 Review Retainer Agreement from Mr. Young; indicate change in Mayor position; Email to City Manager and City Clerk	1.50 95.00/hr	142.50
11/27/2023 Review City Council Meeting Packet	0.50 95.00/hr	47.50
Attend City Council Meeting	2.50 95.00/hr	237.50
For professional services rendered	12.00	\$1,140.00

	<u>Amount</u>
Previous balance	\$1,045.00
Accounts receivable transactions	
11/14/2023 Payment - Thank YouNo. 11269	(\$1,045.00)
Total payments and adjustments	(\$1,045.00)
Balance due	<u><u>\$1,140.00</u></u>

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

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

December 1, 2023

In Reference To: Clarkston Court/Prosecution
Invoice #11099

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
11/3/2023 Review correspondence from 52/2 District Court re: Notice to Appear re: Ticket No. 07-003526-OM	0.50 95.00/hr	47.50
For professional services rendered	<u>0.50</u>	<u>\$47.50</u>
Previous balance		\$95.00
Accounts receivable transactions		
11/14/2023 Payment - Thank You No. 11269		(95.00)
Total payments and adjustments		<u>(95.00)</u>
Balance due		<u><u>\$47.50</u></u>

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Historic District Commission Appointment

Historic District Commission (HDC) Chairperson Jim Meloche resigned from the Commission on October 27, 2023. City Council accepted the resignation in their November 13th meeting.

The City of the Village of Clarkston has posted a notice relative to the open position on the City Website for the last two weeks.

Clarkston residents Lisa Paterscak and Nancy Moon (spouse of Commissioner Michael Moon) have expressed interest in filling the vacated seat through June 2024 (letters of interest attached).

Motioned by _____ and Seconded by _____ to appoint _____ to fill the open HDC position effective immediately and ending June 30, 2024.

Casey	Forte	Lamphier	Quisenberry	Rodgers	Wylie	TBD	Totals
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
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<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent

Motion is Adopted

Motion is Defeated

Karen DeLorge, City Clerk

December 11, 2023

Date

Jonathan Smith

From: lisa patercsak <lpatercsak@att.net>
Sent: Sunday, November 26, 2023 7:02 PM
To: Jonathan Smith; Karen Delorge
Subject: Open Position on the Historic District Commission

Mr. Johnathan Smith,
Ms. Karen Delorge,

I am writing to express my interest in the open position on the Historic District Commission.

I currently reside at 68 Buffalo within the District. I purchased this property in 2018 and completed a full renovation and addition in 2020.

Since 1999, I have been a resident of the area living on Dixie Lake in Springfield Township. I had 2 children grow up here and graduate from Clarkston High School. I had been watching for an opportunity to invest in a historic home within the Village for a few years. I feel very fortunate to have found and my place within the Historic District.

I grew up in a historic century old home in Washington Township, the 3rd oldest built there according to the Washington Historical Society. It was not protected and unfortunately torn down to make way for a golf course and condominiums.

My interest in the HDC position is to help ensure the ongoing preservation of the historic integrity that is so unique to our community.

I see the HDC as an organization that protects the historic homes and buildings, but even more as a resource to residents and business owners who are also fortunate enough to own and care for these places. These buildings have been here long before us and hopefully will be here long after we are gone.

Having gone through the process of requesting my CoA in 2019, I found it to be incredibly helpful. I felt like I had guidance to get me through the process of making the right decisions for the plans for my property. I had been warned by many that it would be a 'difficult process' to get my approval. It was not.

I would continue to express to historical property owners that the HDC is there to help guide and work with them to make the correct decisions for their properties that are within the standards for the Village.

I have read and understand the published HDC guidelines and standards, established by the Secretary of the Interior. I understand there is an online course offered by the National Alliance of Preservation Commission for best practices for local preservation commissions, which I would be willing to take.

Please consider me as a candidate.

Thank you,

Lisa Patercsak
248-760-9657

Jonathan Smith

From: moonscreen@aol.com
Sent: Wednesday, November 1, 2023 10:31 PM
To: Jonathan Smith; Karen Delorge; Sue Wylie
Subject: Interim Replacement for HDC Chairman

Jonathan and Sue:

With the resignation of Jim Meloche from the Clarkston Historic District Commission (HDC), the commission is in need of a person to fill his position. In my capacity as the Chairman of the Historic District Study Committee. I am very familiar with the HDC having attended numerous meetings to monitor the happenings within the village such that modifications and changes could be incorporated into the survey. I am offering my service to act as an interim replacement giving the City Council time to identify and review potential candidates. Jim's position ends in June 2024 so at most I am willing to serve until that time.

I am very familiar with historic preservation since we have lived in historic districts since 1980. I have completed numerous seminars and webinars offered by the Michigan Historic Preservation Network and have contacts within the State Historic Preservation Office. I have been on the Board of the Clarkston Independence District Library for several years and am currently the Vice President.

If you have any questions, please let me know. My cell phone number is noted below.

Nancy

Nancy Moon
MoonScreen@aol.com
phone 248-620-2983
mobile 248-891-0646

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - 2024 City Council Meeting Schedule

The proposed 2024 City Council Meeting Schedule is attached, following the normal 2nd and 4th Monday cadence as closely as possible.

Motioned by _____ and Seconded by _____ to approve the 2024 City Council Meeting Schedule as shown.

Casey	Forte	Lamphier	Quisenberry	Rodgers	Wylie	TBD	Totals
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
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<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent

Motion is Adopted

Motion is Defeated

Karen DeLorge, City Clerk

December 11, 2023

Date



**CITY OF THE VILLAGE OF CLARKSTON
ARTEMUS M. PAPPAS VILLAGE HALL
375 DEPOT ROAD CLARKSTON MI 48346**

COUNCIL MEETING DATES FOR 2024

All Council meetings start at 7:00 PM

January 08 & January 22

February 12 & February 26

March 11 & March 25

April 08 & April 22

May 13 & May 28 *(Tuesday)

June 10 & June 24

July 08 & July 22

August 12 & August 26

September 09 & September 23

October 14 & October 28

November 12 *(Tuesday) & November 25

December 09 & December 23

***Moved Due to Holiday**

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - May 11, 2024 Angels' Place Race

The Angels' Place charity, which provides housing, professional support and other services for adults with developmental disabilities, will be holding its 2024 walk/run fund raiser in Clarkston on May 11, 2024.

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

Motioned by _____ and Seconded by _____ to approve the plans for the May 11, 2024 Angels' Place Race through the Village of Clarkston.

Casey	Forte	Lamphier	Quisenberry	Rodgers	Wylie	TBD	Totals
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No
<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain	<input type="checkbox"/> Abstain
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Motion is Adopted

Motion is Defeated

Karen DeLorge, City Clerk

December 11, 2023

Date

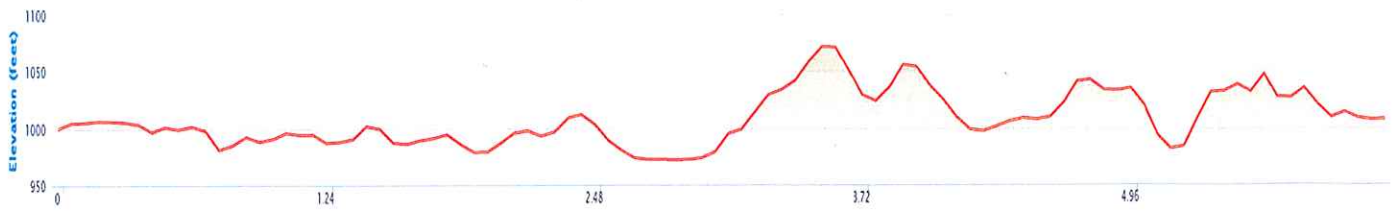


Angels' Place Race

10K Course



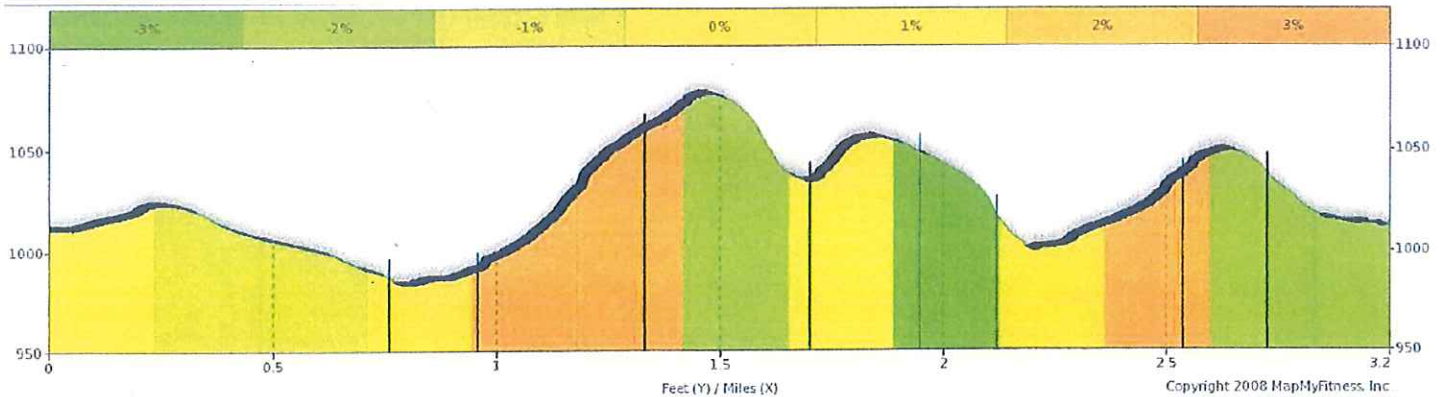
Elevation Show elevation with grades





Angels' Place Race

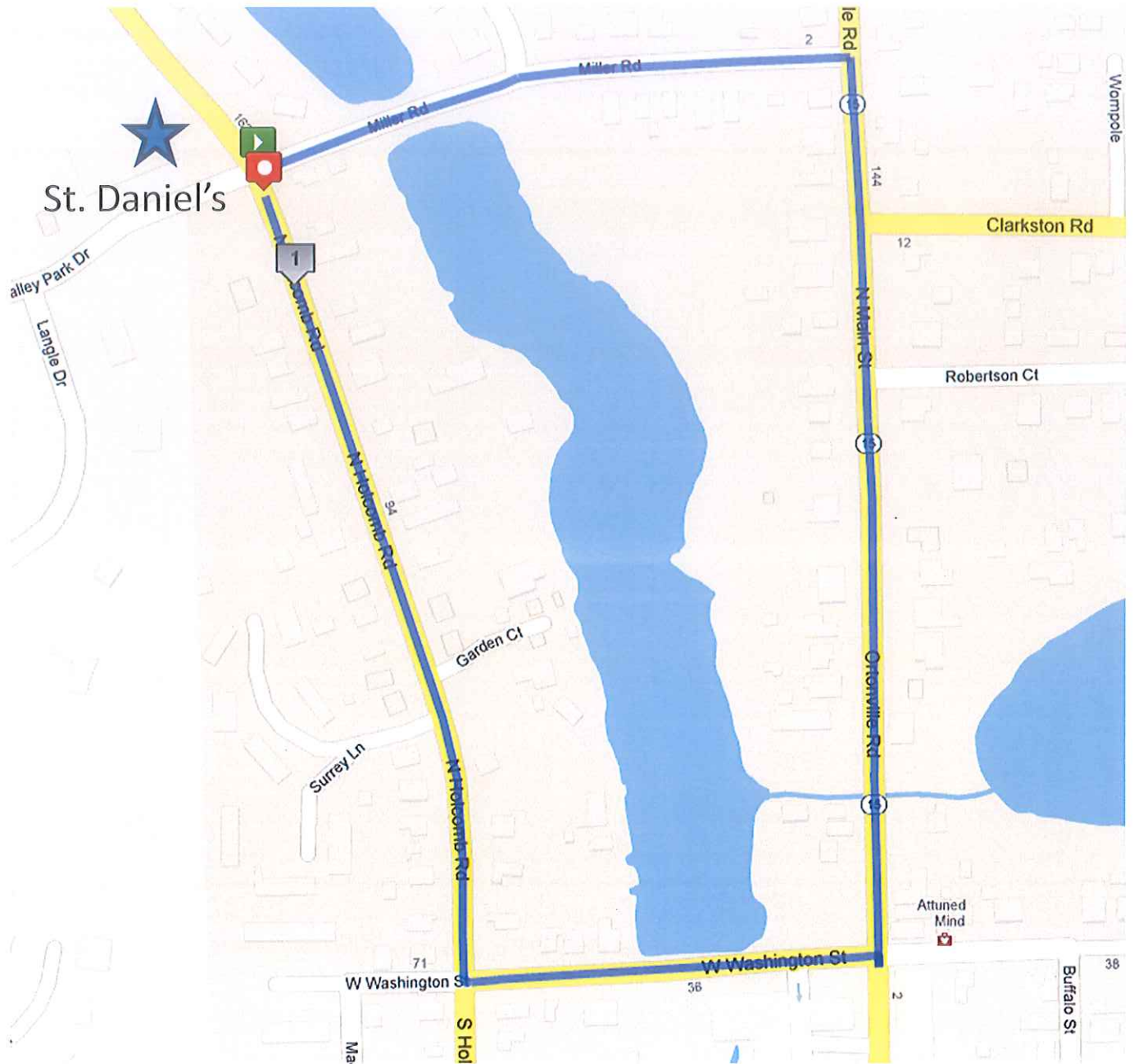
5K Course





Angels' Place Race

One Mile Fun Run / Walk Course

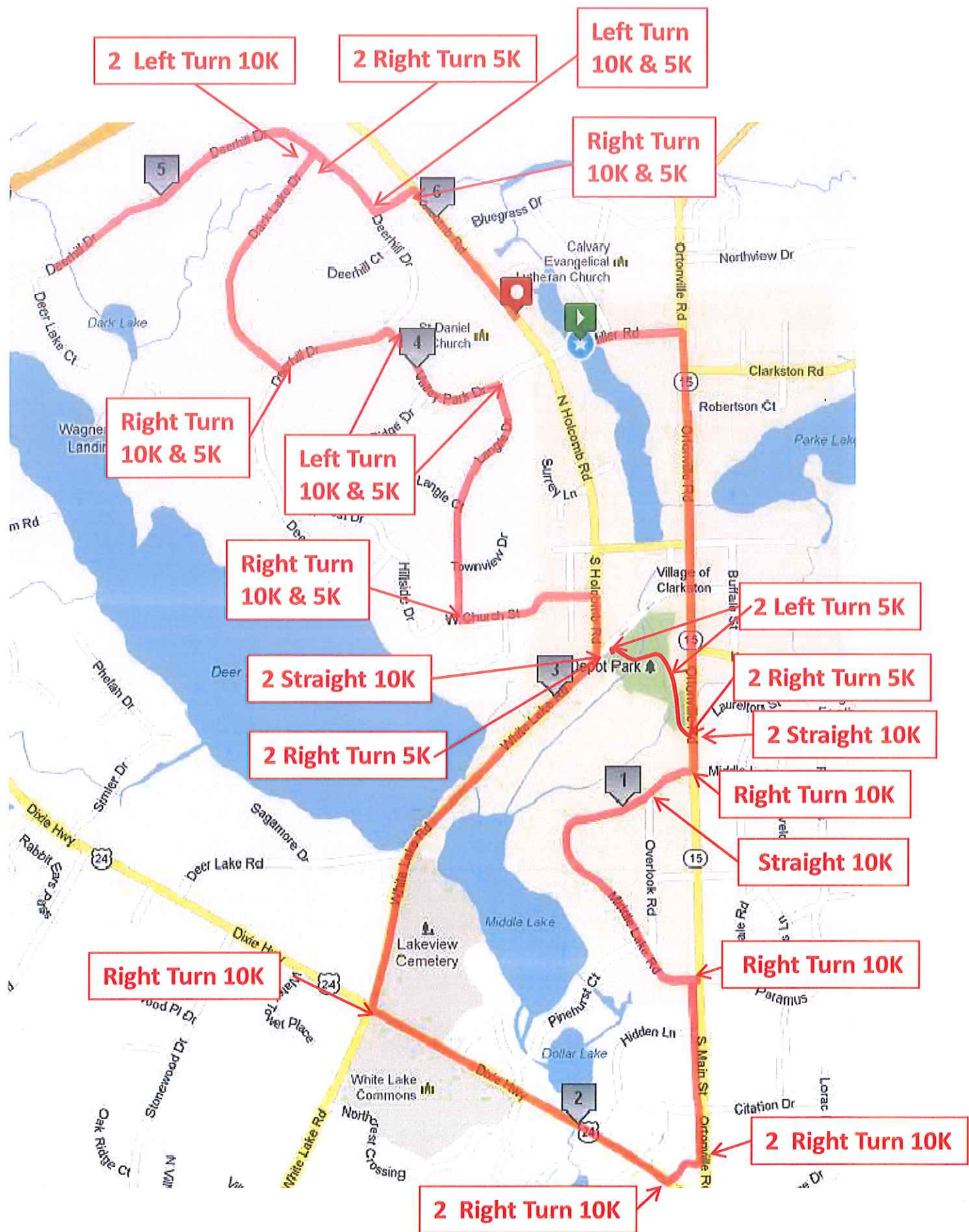


5K & 10K Course Marshalls



Sheriff Locations





2023 Presenting Event Sponsors: \$1500 +

American Water

Mr. B's Roadhouse – Clarkston

The Addison and Marion Bartush Family

Clarkston Pharmacy

David W. Elliott Memorial Foundation

Memory of Carlos D. Galaviz

Knights of Columbus Area Councils:

-Pope St, John XXIII Council 5436 Waterford

-Divine Mercy Council 14883 Davisburg

-St. Daniel Council 15967 Clarkston

Waterfall Jewelers

2023 Event Sponsors: \$500 +

Bowman Chevrolet

Doug Brown Family

Bill Couzens

Clarkston Dental Group

Clarkston Medical Group

Clarkston News

St. Daniel Catholic Community

Ted and Stacey Farmer

Feldman Chrysler, Dodge, Jeep & Ram – Clarkston

The Finch of Clarkston

Barry and Kimberly Hunt Family

HealthQuest-Clarkston

Ivy Rehab Physical Therapy – Sean Duffey

The Maxwell Family

Michigan State Credit Union

Scott and Cheryl Smith

Mike and MaryJo Sullivan

TEAM DAN

Mike and Barb Timm

Vibe Credit Union

Weingartz

2023 Special Thanks

St. Daniel Catholic Community

Oakland County Sheriff Dept – Independence Twp Sub Station

Medstar EMS & Mobile Healthcare

The Print Shop - Clarkston

Village of Clarkston, Independence Twp.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Ottawa NW Suite 301 Grand Rapids MI 49503	CONTACT NAME: PHONE (A/C, No, Ext): 616-233-0910		FAX (A/C, No): 616-233-0923
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A : Princeton Excess & Surplus Lines Ins Co		10786	
INSURER B : Safety National Casualty Corporation		15105	
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 282445537 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Add'l Ins Form# <input checked="" type="checkbox"/> PESFG1161G GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		N2-A3-EX-0000006-10 R2-A3-FF-0000009-20	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			N2-A3-EX-0000006-10 R2-A3-FF-0000009-20	7/1/2023 7/1/2023	7/1/2024 7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SP4066507	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Misc Professional Liability <input checked="" type="checkbox"/> Dir & Off/Counselors E&O <input checked="" type="checkbox"/> Claims Made Retro Date			N2-A3-EX-0000006-10 R2-A3-FF-0000009-20	7/1/2023 7/1/2023	7/1/2024 7/1/2024	Occ/Claims Made Aggregate 7/1/1985 \$10,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LIMITS ARE INCLUSIVE OF DEFENSE & INSURED RETENTION

CERTIFICATE HOLDER NAMED ADDITIONAL INSURED REGARDING GENERAL LIABILITY PER FORM FG1161H FOR

USE OF FACILITIES FOR ANGELS PLACE RACE PROCESSION ON MAY 11TH 2024.

CERTIFICATE HOLDER **CANCELLATION**

City of the Village of Clarkston 375 Depot Road Clarkston MI 48346 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - 2024 NoHaz Program Participation and Interlocal Agreement

WHEREAS, In December 2022, City Council approved a resolution to resume participation in Oakland County's Hazardous Waste Collection program starting in April 2023, after several years of not participating, and;

WHEREAS, for just \$15.00 per carload, the County's NoHaz program provides our residents with a convenient, easy-to-use outlet for the safe disposal of hazardous waste materials that might otherwise end up in a landfill, and;

WHEREAS, Oakland County's Year-End Report for 2023 is attached, identifying the fact that 35 Clarkston residents disposed of 4,700 Lbs. of hazardous waste in 2023, resulting in a total cost to the City of \$3,077.91, below the estimated cost of \$3,500.91, and;

WHEREAS, based on the success of the 2023 events, it is strongly recommended that the City continue participation in 2024, with an estimated cost of \$3,492.90, and;

WHEREAS, attached is the 2024 Oakland County Resolution and Interlocal Agreement requiring City Council approval, and;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of the Village of Clarkston hereby approves the continued participation in Oakland County's Hazardous Waste Collection Program in 2024 at an estimated cost of \$3,492.90 and authorizes the signing of the attached Oakland County Resolution and Interlocal Agreement.

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

Motion is Defeated

Karen DeLorge, City Clerk

December 11, 2023

Date

2023



Year-End REPORT



NoHaz.com
(248) 858-5656

**OAKLAND**
COUNTY MICHIGAN
ECONOMIC DEVELOPMENT
DAVID COULTER
OAKLAND COUNTY EXECUTIVE

NoHaz Program

The NoHaz Consortium is a group of Oakland County communities that have been collaborating since 2003 to provide residents with a safe, reliable and environmentally responsible way to dispose of household hazardous waste (HHW). These wastes are the substances in your home that can be harmful to humans and the environment if not disposed of or recycled properly. Each year, NoHaz schedules collection events to provide disposal opportunities for residents of the member communities.

The NoHaz website provides residents with additional information on the events, registration, alternative disposal options and a list of materials that are accepted at collection events: NoHaz.com

2023 Highlights



507,324 LBS
OF HHW COLLECTED



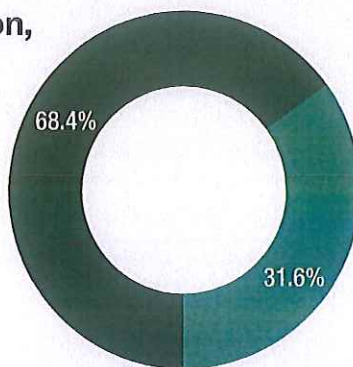
14 COMMUNITIES
PARTICIPATED



3,776 TOTAL
PARTICIPANTS

At the time of event registration, participants are asked the following questions:

Is this your first time attending a NoHaz event?



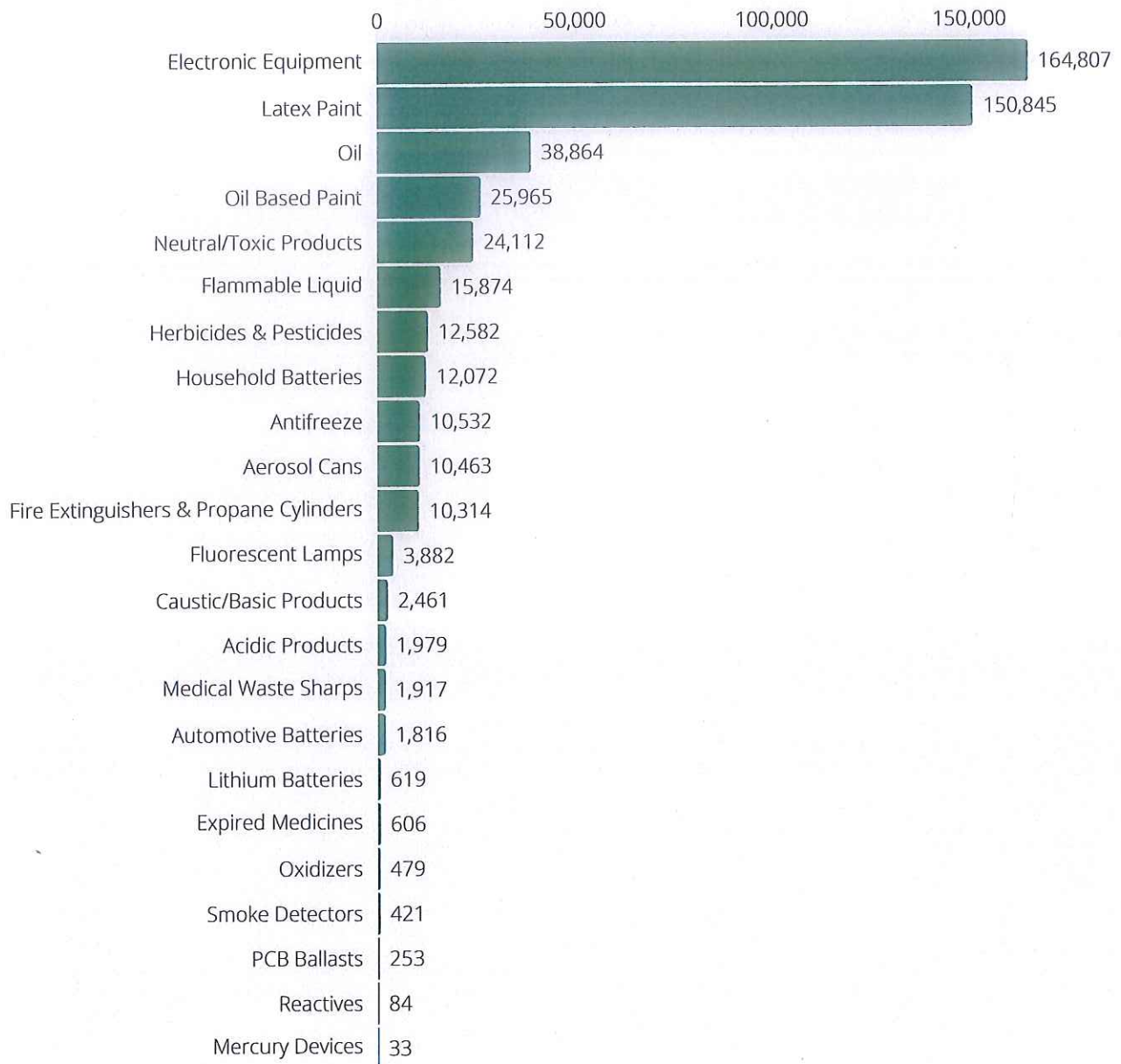
■ FIRST-TIME PARTICIPANTS
■ RETURNING PARTICIPANTS

Will you be dropping off computer or electronic waste?



**63% OF PARTICIPANTS
BROUGHT COMPUTER AND/
OR ELECTRONIC WASTE**

Total Hazardous Waste Collected by Type – 2023 (In Pounds)



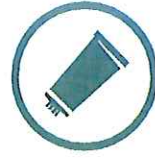
164,807 LBS
OF ELECTRONICS



150,845 LBS
OF LATEX PAINT

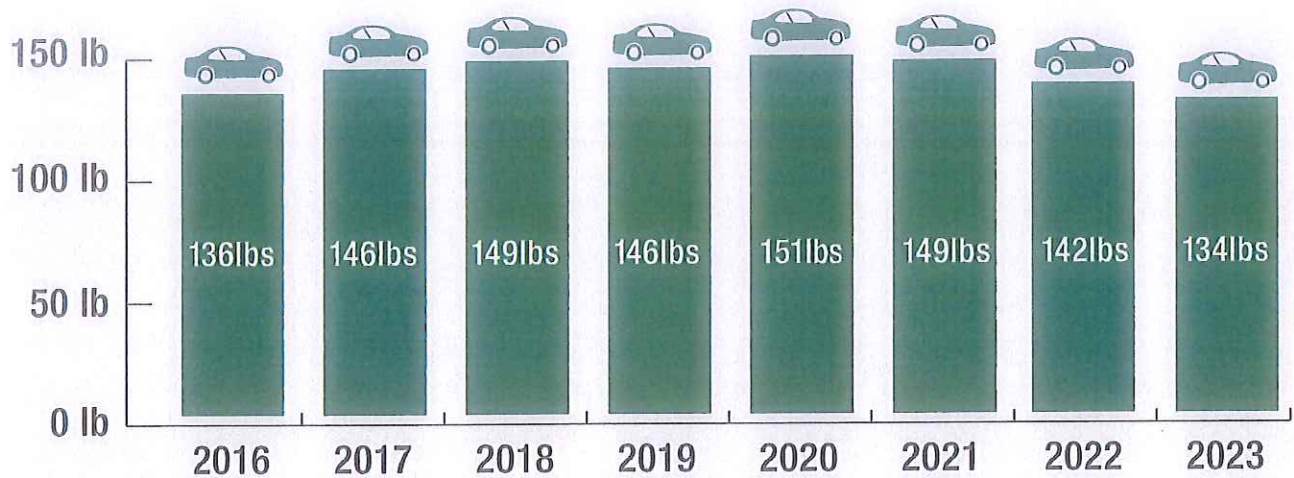


38,864 LBS
OF OIL



25,965 LBS
OF OIL BASED PAINT

Hazardous Waste Weights Per Car—2016-2023



The average weight of household hazardous waste per vehicle for 2023 was **134 pounds**.

Hazardous Waste Collected To Date—2003-2023



NoHaz Survey Response – 2023



**OVER
99%**

Over 99% of survey respondents indicated their experience at NoHaz was **Good** or **Excellent**.

“Great employees! So friendly! So efficient! Quick flow through. Very organized!”

“AWESOME benefit to our community. Everyone is helpful, and it’s better for our environment. Win, win, win!”

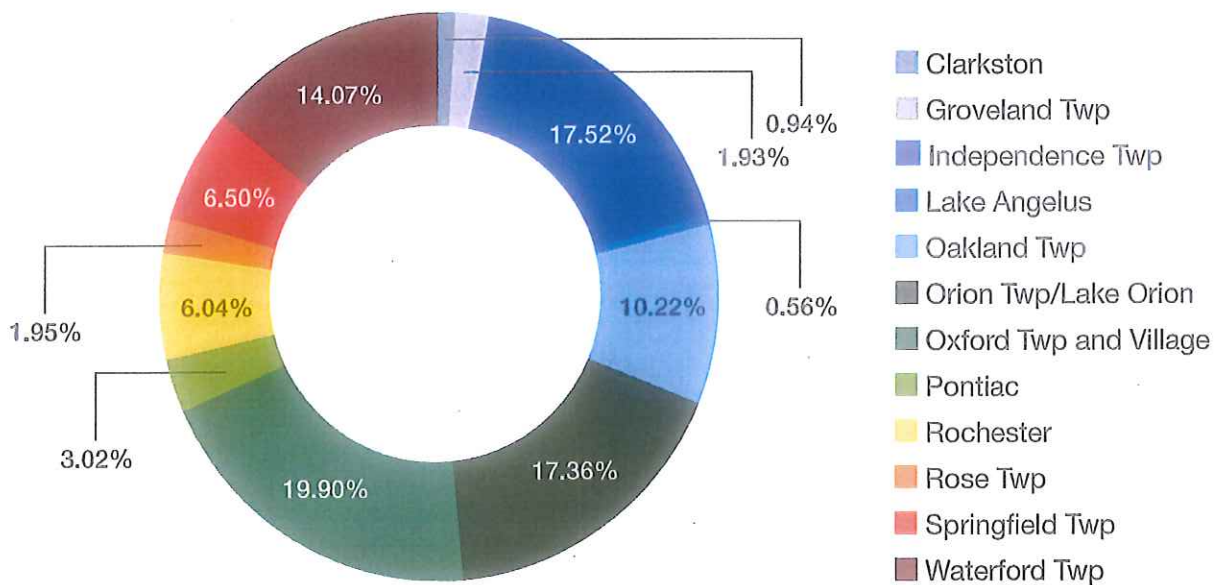
Survey respondents gave an average of 9.25 out of 10 to indicate how important the NoHaz service was to them.



“The consistent professionalism. Grateful to be able to utilize this service and keep these hazards out of landfills.”

“This function provided me with the opportunity to dispose of household hazardous materials in a safe, well-thought-out fashion. Everyone who spoke to me on the day of the event was friendly, knowledgeable, helpful, and hard-working. They made the experience extremely positive.”

Participant Percentages by Community – 2023



COMMUNITY	TOTAL # OF PARTICIPANTS	% OF TOTAL PARTICIPANTS	% OF RESPONDENTS WHO WERE 1ST TIME USERS OF NO HAZ	% OF RESPONDENTS BRINGING COMPUTER OR ELECTRONIC WASTE
Clarkston	35	0.94%	57.14%	62.86%
Groveland Township	72	1.93%	41.67%	52.78%
Independence Township	655	17.52%	39.41%	62.44%
Lake Angelus	21	0.56%	19.05%	61.90%
Oakland Township	382	10.22%	30.53%	64.21%
Orion Township/Lake Orion	649	17.36%	22.02%	64.02%
Oxford Township and Village	744	19.90%	25.54%	64.59%
Pontiac	113	3.02%	34.51%	61.06%
Rochester	226	6.04%	21.17%	70.85%
Rose Township	73	1.95%	46.58%	50.68%
Springfield Township	243	6.50%	32.23%	59.09%
Waterford Township	526	14.07%	41.92%	61.85%
PROGRAM TOTALS	3,739	99%	31.59%	63.07%

*38 participants from a non-member community utilized the NoHaz Program. They are not factored into the above totals.

What Happens to the Household Hazardous Waste Collected at the NoHaz Events?

Depending on the material type, the following methods are used to treat and manage the waste collected:



RECYCLING

Some materials are recycled or reprocessed for use.



STABILIZATION

Some waste goes through a chemical reaction which renders it inert. It is no longer a leachable hazardous waste.



AUTOCLAVE

Steam disinfection which kills off any active cultures is used for sharps.



ENERGY RECOVERY

Some waste is blended and used as fuel in lieu of coal or oil in cement kilns.



DESTRUCTIVE INCINERATION

Some waste is thermally destroyed in a hazardous waste incinerator. No value is received from this destruction (unlike energy recovery).



LANDFILL

Some items, which are unable to be treated by another method, are sent to a hazardous waste landfill.

Average Price Per Vehicle

Cost per vehicle to safely dispose of the household hazardous waste collected is \$104.26

Additional Information

The NoHaz website provides residents with additional information on the events, registration, alternative disposal options and a list of materials that are accepted at collection events: NoHaz.com

In addition, Oakland County encourages residents to seek alternative disposal options for some items that are commonly brought to NoHaz events. Although these items are accepted at NoHaz, you can also dispose of them by other means. Visit NoHaz.com for alternate disposal options for these and other items:

- Prescription Medications
- Latex Paint
- Motor Oil and Automotive Batteries

2023 total NoHaz costs per community

Municipality	Population (2020 census)	% of population	Admin fee based on population \$7,500.00	Cars	% of participation	Admin fee based on # of cars \$7,500.00	HHW disposal fee \$100.25	Revenue from \$10/\$15 per car fee	Total CVT cost for program
Clarkston	928	0.32%	\$23.95	35	0.94%	\$70.21	\$3,508.75	\$525.00	\$3,077.91
Groveland	5,912	2.03%	\$152.58	72	1.93%	\$144.42	\$7,218.00	\$720.00	\$6,795.00
Independence	36,686	12.62%	\$946.81	655	17.52%	\$1,313.85	\$65,663.75	\$9,825.00	\$58,099.41
Lake Angelus	287	0.10%	\$7.41	21	0.56%	\$42.12	\$2,105.25	\$0.00	\$2,154.78
Oakland	20,067	6.91%	\$517.90	382	10.22%	\$766.25	\$38,295.50	\$5,730.00	\$33,849.65
Orion	38,206	13.15%	\$986.04	649	17.36%	\$1,301.82	\$65,062.25	\$9,735.00	\$57,615.11
Oxford	22,419	7.71%	\$578.60	744	19.90%	\$1,492.38	\$74,586.00	\$0.00	\$76,656.98
Pontiac	61,606	21.20%	\$1,589.96	113	3.02%	\$226.66	\$11,328.25	\$0.00	\$13,144.87
Rochester	13,035	4.49%	\$336.41	226	6.04%	\$453.33	\$22,656.50	\$0.00	\$23,446.24
Rose	6,188	2.13%	\$159.70	73	1.95%	\$146.43	\$7,318.25	\$0.00	\$7,624.38
Springfield	14,703	5.06%	\$379.46	243	6.50%	\$487.43	\$24,360.75	\$3,645.00	\$21,582.64
Waterford	70,565	24.28%	\$1,821.18	526	14.07%	\$1,055.09	\$52,731.50	\$7,890.00	\$47,717.77
	290,602	100.00%	\$7,500.00	3,739	100.00%	\$7,500.00	\$374,834.75	\$38,070.00	\$351,764.75

2023 NO HAZ statistics

Community	Total # of participants	% of total participants	% of respondents who were 1st time users of NO HAZ	% of respondents bringing computer or electronic waste
Clarkston	35	0.94%	57.14%	62.86%
Groveland Township	72	1.93%	41.67%	52.78%
Independence Township	655	17.52%	39.41%	62.44%
Lake Angelus	21	0.56%	19.05%	61.90%
Oakland Township	382	10.22%	30.53%	64.21%
Orion Township/Lake Orion	649	17.36%	22.02%	64.02%
Oxford Township and Village	744	19.90%	25.54%	64.59%
Pontiac	113	3.02%	34.51%	61.06%
Rochester	226	6.04%	21.17%	70.85%
Rose Township	73	1.95%	46.58%	50.68%
Springfield Township	243	6.50%	32.23%	59.09%
Waterford Township	526	14.07%	41.92%	61.85%
PROGRAM TOTALS	3,739	100%	31.59%	63.07%

Community	4/30/2022	6/4/2022	7/22/2022	9/8/2018	2022 TOTAL	2023 TOTAL	% difference
	County	Oxford	Kensington	County			
Addison	11	72	25	17	125		n/a
Brandon	26	62	34	35	157		n/a
Clarkston						35	n/a
Groveland	16	19	19	18	72	72	0.0%
Independence	190	84	117	169	560	655	17.0%
Lake Angelus	11	2	2	14	29	21	-38.0%
Oakland	77	72	81	71	301	382	27.0%
Orion	283	321	454	279	1337	649	-52.0%
Oxford	80	361	134	94	669	744	11.0%
Pontiac	60	13	24	46	143	113	-25.0%
Rochester	70	43	61	66	240	226	-6.0%
Rose	12	4	24	21	61	73	19.0%
Springfield	74	23	24	65	186	243	30.0%
Waterford	206	45	74	230	555	526	-6.0%
Other	20	20	16	18	70	38	
TOTALS	1136	1141	1089	1143	4505	3777	-17.0%

Community	4/29/2023	6/3/2023	7/22/2023	9/16/2023	2023 TOTAL	% of total
	Pine Knob	Oxford M.S.	Kensington	County		
Clarkston	18	6	3	8	35	0.94%
Groveland	32	13	14	13	72	1.93%
Independence	335	73	113	134	655	17.52%
Lake Angelus	5	2	3	11	21	0.56%
Oakland	70	85	131	96	382	10.22%
Orion	189	129	197	134	649	17.36%
Oxford	128	364	147	105	744	19.90%
Pontiac	21	10	23	59	113	3.02%
Rochester	34	48	84	60	226	6.04%
Rose	27	8	15	23	73	1.95%
Springfield	120	35	35	53	243	6.50%
Waterford	166	55	74	231	526	14.07%
Other	8	6	16	8	38	1.02%
TOTALS	1153	834	855	935	3777	100.00%

2023 weights collected by material

Item	29-Apr	3-Jun	22-Jul	16-Sep	TOTAL
	pounds	pounds	pounds	pounds	pounds
Flammable Liquid	4,813	3,585	3,395	4,081	15,874
Oil Based Paint	9,431	5,304	6,651	4,579	25,965
Latex Paint	52,560	32,200	29,680	36,405	150,845
Aerosol Cans	3,500	2,197	2,311	2,455	10,463
Acidic Products	682	448	229	620	1,979
Caustic/Basic Products	583	652	720	506	2,461
Oxidizers	120	72	142	145	479
Neutral/Toxic Products	7,194	5,829	4,965	6,124	24,112
Herbicides & Pesticides	4,116	2,643	2,916	2,907	12,582
Oil	12,269	9,133	7,829	9,633	38,864
Antifreeze	3,562	2,687	1,484	2,799	10,532
Fire Extinguishers & Propane Cylinders	3,260	2,648	1,758	2,648	10,314
Expired Medicines	171	119	106	210	606
Medical Waste Sharps	443	555	439	480	1,917
Electronic Equipment	49,097	33,730	38,910	43,070	164,807
Automotive Batteries	5,829	5,005	2,920	4,406	18,160
Household Batteries	3,388	2,552	3,889	2,243	12,072
Fluorescent Lamps	1,454	591	960	877	3,882
Lithium Batteries	229	118	83	189	619
Mercury Devices	10	7	7	9	33
Reactives	39	14	15	16	84
PCB Ballasts	36	130	0	87	253
Smoke Detectors	154	111	59	97	421
TOTALS	162,940	110,330	109,468	124,586	507,324
Number of cars	1,153	834	855	935	3,777
Weight per car	141	132	128	133	134

2023 NoHaz information for City of the Village of Clarkston

Collections	Vehicles	TOTAL
		\$85.25
April 29 - Pine Knob Music Theatre	18	\$1,534.50
June 3 - Oxford Middle School	6	\$511.50
July 22 - Kensington Church	3	\$255.75
September 16 - Oakland County campus	8	\$682.00
TOTAL	35	\$2,983.75

Administrative fee	
Based on Population (\$7,500.00)	
Total Program Population	290,602
Your Population	928
% of Total Program Population	0.32%
Administration fee for Population	\$23.95
Based on Participants (\$7,500.00)	
Total Participants	3,739
Your Participants	35
% of Participants	0.94%
Administration fee for Participants	\$70.21
TOTAL ADMINISTRATION FEE	\$94.16

SURVEY RESULTS

63% of Clarkston participants recycled computers/electronics.

57% of Clarkston participants stated they were using the NoHaz program for the first time.

Approximately 4,701 pounds of materials were collected from Clarkston residents in 2023.

COST OF 2023 PROGRAM

\$3,077.91

The City of the Village of Clarkston

RESOLUTION - - THE NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE CONSORTIUM

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

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

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

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

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

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

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

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

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

Be it Further Resolved: City residents will be charged \$15 per carload to participate, the City will be charged an estimated \$91.25 per resident carload for each 2024 NoHaz event, and

Be it Further Resolved: That we hereby appoint City Manager Jonathan Smith as our official representative to the NoHaz Advisory Board, to work with the Oakland County Planning and Local Business Development Division as needed to plan the NoHaz program for 2024.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of the Village of Clarkston, at a regular meeting held on December 11, 2023.

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

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

1. INTRODUCTORY STATEMENTS

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

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

3. GOALS OF THE PROGRAM:

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

4. OBJECTIVES OF THE PROGRAM:

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

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

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

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

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

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

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

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

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

5.6 "COLLECTION SCHEDULE" means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2024-year Program in cooperation with the NoHaz Board.

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

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

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

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

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

7. **MUNICIPALITY'S RESPONSIBILITIES**

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

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

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

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

7.3.1 A MUNICIPALITY that had 125 participants or less at the 2023 NoHaz events will be assessed \$50.00 per collection event in 2024.

7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2023 NoHaz events will be assessed \$125.00 per collection event in 2024.

7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2023 NoHaz events will be assessed \$250.00 per collection event in 2024.

7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2024 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.

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

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

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

participate in the Program and there are a total of 10,000 MUNICIPAL residents participating Program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

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

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

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

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

13. MUNICIPALITY'S FAILURE TO PAY

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

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

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT

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

15. HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY

- 15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:
- 15.1.1 The Contractor will protect, defend, and indemnify the County, Program Hosts, and all Participating Municipalities, together with their controllers, trustees, officers, agents, servants, volunteers, and

employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the County, Program Hosts or Participating Municipalities in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this Contract resulting in whole or in part from negligent and/or willful acts or omissions of the Contractor, or any sub-contractor, or any employee, agent or representative of the Contractor or subcontractor.

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

15.1.3 Contractor waives and releases all actions, liabilities, loss, and damage including any subrogated rights it may have against the County, Program Hosts or Participating Municipalities based upon any claim brought against the County, Program Hosts or Participating Municipalities by a Contractor Employee.

16. **LENGTH OF AGREEMENT.** This AGREEMENT shall become effective at 12:01 A.M., January 1, 2024 and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2024.

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

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

17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this Program.

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

24. **RESERVATION OF RIGHTS.** This AGREEMENT does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
25. **FORCE MAJEURE.** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
26. **IN-KIND SERVICES.** This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
27. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
28. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with regard to any existing or subsequent breach of this AGREEMENT. No waiver of any term, condition, or provision of this AGREEMENT, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this AGREEMENT. No waiver by either Party shall subsequently affect its right to require strict performance of this AGREEMENT.
29. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this AGREEMENT to be illegal or invalid, then the term, or condition, shall be deemed severed from this AGREEMENT. All other terms, conditions, and provisions of this AGREEMENT shall remain in full force.
30. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this AGREEMENT are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this AGREEMENT. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.
31. **NOTICES.** Notices given under this AGREEMENT shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express

delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

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

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

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

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

33. **AGREEMENT APPROVAL AND AMENDMENT**

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

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

34. **ENTIRE AGREEMENT.** This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the

terms and conditions herein are contractual and are not a mere recital and that are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.

35. CONCLUSION. For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

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

EXECUTED: _____

DATE: _____

WITNESSED: _____

DATE: _____

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

EXECUTED: _____

DATE: _____

Chairperson
Oakland County Board of Commissioners

WITNESSED: _____

DATE: _____

EXHIBIT A - 2024 Projected NoHaz Budget

2024 NoHaz Program Cost Details		
Collection Costs		\$5,500.00
Administration		\$500.00
Education and Outreach		\$12,000.00
TOTAL		\$18,000.00
2024 NoHaz Hazardous Waste Disposal and Recycling Costs		
Per Vehicle Fee (including computer & electronic waste and latex paint)		\$106.25*
<p><i>This Estimate is based on holding four collection events. If more communities join the program than are expected, or communities drop from the program, the number of collections may be adjusted accordingly. Additional collection events will increase the administrative fee by approximately \$2,500 each. Any additional collections will be agreed upon by the County and the NoHaz Advisory Board.</i></p> <p><i>*If the vendor deems a vehicle to have an excessive amount of waste, additional charges may apply.</i></p> <p><i>Vendor imposes a 600 car minimum per collection event. In the event a collection has fewer than 600 participants, the cost difference will be split between all member communities using the formula that is used to determine the administrative fee.</i></p>		

EXHIBIT B - 2024 Estimated Costs

Municipality	Population (2020 census)	% of NoHaz population	admin fee based on population	Cars	% of participation	admin fee based on # of cars	HHW disposal fee	Revenue from \$15 or \$30 fee	total amount for program
			\$9,000.00			\$9,000.00	\$106.25		
Addison**	6,256	2.20%	\$198.38	129	3.38%	\$304.09	\$13,706.25	\$3,870.00	\$10,338.71
Clarkston*	928	0.33%	\$29.43	37	0.97%	\$87.22	\$3,931.25	\$555.00	\$3,492.90
Groveland*	5,912	2.08%	\$187.47	76	1.99%	\$179.15	\$8,075.00	\$1,140.00	\$7,301.62
Independence*	36,686	12.93%	\$1,163.31	688	18.02%	\$1,621.79	\$73,100.00	\$10,320.00	\$65,565.10
Lake Angelus	287	0.10%	\$9.10	22	0.58%	\$51.86	\$2,337.50	\$0.00	\$2,398.46
Oakland*	20,067	7.07%	\$636.32	401	10.50%	\$945.26	\$42,606.25	\$6,015.00	\$38,172.83
Orion*	38,206	13.46%	\$1,211.51	681	17.84%	\$1,605.29	\$72,356.25	\$10,215.00	\$64,958.05
Oxford	22,419	7.90%	\$710.90	781	20.46%	\$1,841.02	\$82,981.25	\$0.00	\$85,533.17
Pontiac	61,606	21.71%	\$1,953.52	119	3.12%	\$280.51	\$12,643.75	\$0.00	\$14,877.78
Rose	6,188	2.18%	\$196.22	77	2.02%	\$181.51	\$8,181.25	\$0.00	\$8,558.98
Springfield*	14,703	5.18%	\$466.23	255	6.68%	\$601.10	\$27,093.75	\$3,825.00	\$24,336.08
Waterford*	70,565	24.86%	\$2,237.61	552	14.46%	\$1,301.20	\$58,650.00	\$8,280.00	\$53,908.81
	283,823	100.00%	\$9,000.00	3,818	100.00%	\$9,000.00	\$405,662.50	\$44,220.00	\$379,442.50

* = Community charges participants \$15 each to participate in NoHaz events

** = Community charges participants \$30 each to participate in NoHaz events

(1.) This is only an estimate. Communities will be billed on actual use and participation based on which communities are under contract for 2024.

Participating communities listed above are preliminary and will be finalized in early 2024.

(2.) The cost per vehicle including collection of latex paint and electronic waste is \$106.25. The total administration fee is \$18,000.00, which includes 4 events.

(3.) The number of participants is estimated using the 2023 number of participants and adding 5% for member communities in 2023.

(4.) One or two people from each community are required to work at each of the collection events. Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. These costs are not factored into this estimate. A representative from each community is also needed to attend meetings 1-3 times per year. These costs are not factored into this estimate.

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

NoHaz Advisory Board and would result in additional administration costs of approximately \$2,500 per collection.

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

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

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Cancel the December 25, 2023 City Council Meeting

As done in previous years, it is proposed that the second City Council meeting in December (December 25th) be cancelled due to holiday conflicts. There are no known issues or concerns that would result from the cancellation of this meeting.

Motioned by _____ and Seconded by _____ to approve the cancellation of the December 25, 2023 City Council meeting.

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

Motion is Adopted

Motion is Defeated

Karen DeLorge, City Clerk

December 11, 2023

Date