



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

Microsoft Teams Meeting: Join on your computer or mobile app.
Or go to www.teams.microsoft.com and enter the
Meeting ID: 295 708 354 888 and Passcode: 7bi7v5EC

Regular City Council Meeting Agenda – May 27, 2025, 7:00 PM

1. Call to Order:
2. Pledge of Allegiance:
3. Roll Call:
Mayor Wylie, Mayor Pro Tem Rodgers Council Members: Avery, Casey, Forte, Jones, and Quisenberry
4. Approval of Agenda - Motion
5. Public Comments:
Individuals have the opportunity to address the City Council on topics not on the agenda for three minutes. In order to hear all Individuals comments at a reasonable hour, the City Council request that speakers respect the three-minute time limit. Note: this is not a question-answer session. However, it is an opportunity to voice your thoughts with City Council.
6. FYI:
The History of the Pony Cycle: May 29th Program at the CID Library
7. City Manager's Report
8. Consent Agenda:
Final Minutes of the April 28, 2025 Regular Meeting
Draft Minutes of the May 12, 2025 Regular Meeting
Treasurer's Report May 27, 2025

9. Unfinished Business:

- a. Discussion: Traffic Congestion in the City due to I-75 Construction Detours

10. New Business:

- a. Resolution: Oakland County Assessing Agreement
- b. Resolution: MDOT Category B Grant Application
- c. Motion: Historic District Commission Appointment

11. Public Hearing: 2025/2026 Fiscal Year Budget Proposal

- a. Open the Public Hearing
- b. Call to Order
- c. Presentation of the Draft 2025/2026 Fiscal Year Budget Proposal
- d. Public Comments on the Budget Proposal
- e. Close the Public Hearing

12. Adjourn Meeting

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 Jonathan Smith, City Manager (248) 625-1559 in advance of the meeting. An attempt will be made to provide reasonable accommodations.



The History of Clarkston's Pony Cycle

Hear about the history of the pony cycle, the small motor scooter built in Clarkston in the 1950's and it's impact on our town.

When

Date: May 29, 2025

Time: 7:00 PM - 8:00 PM

Where

6495 Clarkston Road
Clarkston, MI 48346

City of the Village of Clarkston
City Manager Report
May 27, 2025

City Attorney Search Committee

This week the City Attorney Search Committee (Avery, Casey, Jones and Smith) completed the third of three interviews for potential replacements of City Attorney Tom Ryan. The Committee has reached a decision and is planning on presenting a recommendation to Council during the June 9th Council Meeting, with a targeted start date of July 1, 2025.

Respectfully submitted, **Jonathan Smith, City Manager, May 20, 2025**



City of the Village of Clarkston
Artemus M. Pappas Village Hall
375 Depot Road
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Final Minutes of the April 28, 2025, Regular City Council Meeting

1. Call to Order:

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

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

- Councilmembers Present: Sue Wylie, Mayor, Al Avery, Gary Casey, Amanda Forte, Erica Jones, and Ted Quisenberry.
- Council Members Absent: Laura Rodgers, Mayor Pro Tem
- Others Present: Jonathan Smith, City Manager, Angie Guillen, Election Director, Tom Ryan, City Attorney

4. Approval of Agenda:

- Motion by Forte, Support by Jones, to approve the agenda as presented.
All Aye. Nay - None.
MOTION CARRIED 6-0

5. Public Comments:

- Nancy Moon addressed Council regarding wildlife in the City.
- Chet Pardee addressed Council regarding blight in the City.
- City Manager Smith updated Council on current complaints within the City.

6. FYI:

- CID Library Spring Book Sale
- Municipal Clerks Week – May 4-10

7. City Manager Report:

- Increased Traffic
- Oakland County Assessing Price Increase
- Shared Services with Independence Township

- Michigan House and U.S. Senate Grant Applications
- Need for a new Asphalt Hot-Patch Trailer

8. Motion: Acceptance of Consent Agenda as Presented

- Final Minutes of the March 24, 2025 Regular Meeting
- Draft Minutes of the April 14, 2025 Regular Meeting
- Treasurer's Report April 28, 2025

Motion by Forte, Support by Jones, to approve the Consent Agenda as presented. All Aye.
MOTION CARRIED 6-0

9. **Unfinished Business:**

None

10. **New Business:**

a. Discussion: Recap of Historic District Commission CoA's for Q1 2025

Dr. Moon reported on the Clarkston Historic District Summary of CoAs for 2025 and an additional mailing to 19 eligible property owners who are now eligible for the Historic Preservation Tax Credit. City Manager Smith asked for clarification on the 19 property designations and indicated that the properties are not new to the District. Dr. Moon stated they are now classified as a Historic Home by State Law.

b. Motion: Website Development Expense for City Website Interactive Forms

Motion by Avery, Support by Jones, to table the discussion until the City Manager can discuss the website development contract with Revize and follow up on the included forms within the contract. VOTE: Aye – 5, Nay – 1, MOTION CARRIED, 5-1.

c. Motion: Disposition of Vintage Village of Clarkston Siren

Motion by Quisenberry, Support by Jones, to sell or (if no interest) scrap the siren.
MOTION CARRIED, 6-0.

11. Motion: Adjourn Meeting at 8:05 P.M.

- Motion by Forte, Support by Jones to adjourn. VOTE: All Aye. Nay - None
MOTION CARRIED 6-0.

Respectfully Submitted by Angie Guillen, Election Director.



City of the Village of Clarkston
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Clarkston, Michigan 48346

Draft Minutes of the May 12, 2025, Regular City Council Meeting

1. Call to Order:

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

2. Pledge of Allegiance:

- Mayor Wylie led the Pledge of Allegiance

3. Roll Call:

- Councilmembers Present: Sue Wylie, Mayor, Laura Rodgers, Mayor Pro Tem, Al Avery, Gary Casey, Amanda Forte, Erica Jones, and Ted Quisenberry.
- Others Present: Jonathan Smith, City Manager, Angie Guillen, Election Director, Evelyn Bihl, Deputy Clerk.

4. Approval of Agenda:

- Motion by Jones, Support by Avery, to approve the agenda as presented.
All Aye. Nay - None.
MOTION CARRIED 7-0

5. Public Comments:

- Carol Eberhardt addressed Council regarding Clarkston Buckfest in the City on 6/10, 7/8, and 8/12.
- Chet Pardee addressed Council regarding homes in the City not conforming to code.

6. FYI:

7. City Manager Report:

- Clarkston Schools 2nd Grade Program
- City Attorney Search Committee
- MDOT "Category B" Grant Application
- Main Street Clarkston Board Members Sought

8. Oakland County Sherriff's Report

9. Consent Agenda

- Final Minutes of the April 14, 2025 Regular Meeting
- Draft Minutes of the April 28, 2025 Regular Meeting
- Treasurer's Report May 12, 2025

Motion by Quisenberry, Support by Jones, to approve the Consent Agenda as presented with one amendment to Chet Pardee's public comment to contain the word Northeast corner. All Aye.

MOTION CARRIED 7-0

10. Unfinished Business:

a. Discussion: Traffic Congestion in the City due to I-75 Construction Detours

City Manager Smith discussed the challenges in the City due to construction on I-75, detours and the flow of traffic due to the Bluegrass Road closure. He further indicated that he and Sargent Ashley were going to meet with MDOT on Thursday to discuss possible solutions to the ongoing congestion in the City.

11. New Business:

a. Discussion: Introduction of Karen Joliat, Clarkston's representative on the Oakland County Board of Commissioners

Ms. Joliat introduced herself and reported on the current challenges in Oakland County with costs associated with County provided services to the City. She further indicated she wanted to follow up with the City Manager regarding the road closures in the City.

b. Discussion: Five Challenge Areas in the 25-26 Fiscal Year Budget Proposal

City Manager Smith gave an in-depth presentation on the five most challenging areas in the 25-26 Fiscal Year Budget. He indicated that he was looking for direction from Council for suggestions on the budget and if there were any areas that they thought needed a different direction.

c. Discussion: Accepting Online Bill Payments

Treasurer Cote' discussed the payments we accept online.

12. Motion: Adjourn Meeting at 9:14 P.M.

- Motion by Jones, Support by Forte to adjourn. VOTE: All Aye.
MOTION CARRIED 7-0.

Respectfully Submitted by Angie Guillen, Election Director.

Treasurer's Report

I. Revenue/Expenditure Actual vs. Budget as of 04/30/2025 General Fund 101

II. Revenue/Expenditure Actual vs. Budget as of 04/30/2025 Major Roads Fund 202

III. Revenue/Expenditure Actual vs. Budget as of 04/30/2025 Local Roads Fund 203

IV. Revenue/Expenditure Actual vs. Budget as of 04/30/2025 Capital Projects Fund 401

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

Carlisle Wortman -

Monthly Retainer (March 2025)	\$	-
Code Enforcement (March 2025)	\$	-
2025 Planning Consultation	\$	-
2025 General Consultation	\$	-

Sub Total	\$	-
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HRC -

MS4 Permit Assistance	\$	-
Professional	\$	-

Sub Total	\$	-
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Tom Ryan-

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

Sub total Invoices for review	\$	-
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VII. Other Checks for Review

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

Total Other Checks for Review	\$	-
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Grand Total	\$	-
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PERIOD ENDING 04/30/2025

GL NUMBER	DESCRIPTION	2024-25	2024-25	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	04/30/2025	BALANCE	USED
Fund 101 - GENERAL						
Revenues						
Dept 000 - GENERAL						
101-000-402.000	CURRENT TAX REVENUES	646,636.00	646,636.00	623,883.24	22,752.76	96.48
101-000-445.000	INTEREST & PENALTY REVENUES	388.00	388.00	814.41	(426.41)	209.90
101-000-477.000	CABLE TV REVENUES	14,766.00	14,766.00	5,923.29	8,842.71	40.11
101-000-491.000	IN-KIND FEES/PEG FEES AT&T	4,126.00	4,126.00	1,576.06	2,549.94	38.20
101-000-492.000	PERMIT FEES	24,699.00	24,699.00	19,842.00	4,857.00	80.34
101-000-503.000	P- GRANTS	0.00	0.00	65,777.54	(65,777.54)	100.00
101-000-522.000	COMM DEV BLOCK GRANT - CDBG	7,000.00	7,000.00	0.00	7,000.00	0.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE-PP	4,275.00	4,275.00	559.42	3,715.58	13.09
101-000-573.001	ENHANCED ACCESS REVENUE SHARING	1,009.00	1,009.00	1,016.53	(7.53)	100.75
101-000-574.001	STATE REVENUE SHARING/SALES TAX	109,113.00	109,113.00	72,039.00	37,074.00	66.02
101-000-574.002	STATE LIQUOR CONTROL COMM	3,507.00	3,507.00	0.00	3,507.00	0.00
101-000-656.000	DISTRICT COURT REVENUE	3,676.00	3,676.00	2,956.80	719.20	80.44
101-000-665.000	INTEREST EARNED	1,782.00	1,782.00	3,910.28	(2,128.28)	219.43
101-000-666.000	DIVIDENDS AND REBATES	1,400.00	1,400.00	1,398.00	2.00	99.86
101-000-667.000	GAZEBO RENTALS	4,500.00	4,500.00	4,475.00	25.00	99.44
101-000-667.001	EQUIPMENT RENTAL	26,000.00	26,000.00	25,599.50	400.50	98.46
101-000-670.000	MISCELLANEOUS INCOME	1,500.00	1,500.00	96,795.00	(95,295.00)	6,453.00
101-000-670.001	SPECIAL EVENTS REVENUE	2,500.00	2,500.00	3,000.00	(500.00)	120.00
Total Dept 000 - GENERAL		856,877.00	856,877.00	929,566.07	(72,689.07)	108.48
Dept 248 - HOLIDAY MARKET						
101-248-674.000	CONTRIBUTIONS	0.00	0.00	2,286.00	(2,286.00)	100.00
Total Dept 248 - HOLIDAY MARKET		0.00	0.00	2,286.00	(2,286.00)	100.00
TOTAL REVENUES		856,877.00	856,877.00	931,852.07	(74,975.07)	108.75
Expenditures						
Dept 101 - COUNCIL/MAYOR						
101-101-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	7,750.00	7,750.00	0.00	7,750.00	0.00
101-101-955.000	MISC EXPENSE	1,000.00	949.00	0.00	949.00	0.00
101-101-958.000	DUES & CONFERENCES	3,500.00	3,500.00	2,922.00	578.00	83.49
Total Dept 101 - COUNCIL/MAYOR		12,250.00	12,199.00	2,922.00	9,277.00	23.95
Dept 172 - ADMINISTRATION						
101-172-701.002	WAGES - ADMIN ASSISTANT	12,395.00	12,395.00	16,154.99	(3,759.99)	130.33
101-172-703.003	SALARY - CITY MANAGER	44,990.00	44,990.00	36,338.40	8,651.60	80.77
101-172-714.000	MERS - EMPLOYEE MATCH	5,521.00	5,521.00	2,448.62	3,072.38	44.35
101-172-715.000	CITY FICA EXPENSE	4,390.00	4,390.00	4,015.76	374.24	91.48
101-172-719.000	CITY SUTA MESC EXPENSE	100.00	100.00	9.40	90.60	9.40
101-172-722.000	WORKMAN'S COMPENSATION	2,194.00	2,194.00	2,908.00	(714.00)	132.54
101-172-726.000	SUPPLIES	5,180.00	5,180.00	4,670.31	509.69	90.16
101-172-727.001	POSTAGE	325.00	325.00	379.24	(54.24)	116.69
101-172-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	4,919.00	4,919.00	4,980.34	(61.34)	101.25
101-172-850.000	TELEPHONE EXPENSE	9,622.00	9,622.00	9,103.61	518.39	94.61
101-172-852.000	TECHNOLOGY/INTERNET EXPENSE	8,373.00	8,373.00	7,818.49	554.51	93.38
101-172-860.000	MILEAGE/CONFERENCE	1,300.00	1,300.00	1,398.48	(98.48)	107.58
101-172-941.000	RICOH COPIER LEASE	1,800.00	1,800.00	1,283.39	516.61	71.30
101-172-958.000	DUES & CONFERENCES	2,100.00	2,100.00	1,418.40	681.60	67.54

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
PERIOD ENDING 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 04/30/2025	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
Total Dept 172 - ADMINISTRATION		103,209.00	103,209.00	92,927.43	10,281.57	90.04
Dept 215 - CLERK						
101-215-703.001	SALARY - CLERK	38,220.00	38,220.00	30,216.98	8,003.02	79.06
101-215-715.000	CITY FICA EXPENSE	2,924.00	2,924.00	291.99	2,632.01	9.99
101-215-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	2.23	22.77	8.92
101-215-726.000	SUPPLIES	100.00	100.00	0.00	100.00	0.00
101-215-901.000	PUBLICATIONS	5,500.00	5,500.00	3,641.90	1,858.10	66.22
101-215-958.000	DUES & CONFERENCES	1,100.00	1,100.00	90.00	1,010.00	8.18
Total Dept 215 - CLERK		47,869.00	47,869.00	34,243.10	13,625.90	71.54
Dept 223 - AUDIT						
101-223-805.000	AUDIT FEES	12,500.00	12,500.00	12,500.00	0.00	100.00
Total Dept 223 - AUDIT		12,500.00	12,500.00	12,500.00	0.00	100.00
Dept 248 - HOLIDAY MARKET						
101-248-726.000	SUPPLIES	2,500.00	2,500.00	3,249.53	(749.53)	129.98
Total Dept 248 - HOLIDAY MARKET		2,500.00	2,500.00	3,249.53	(749.53)	129.98
Dept 253 - TREASURER						
101-253-703.002	SALARY - TREASURER	33,320.00	33,320.00	27,849.00	5,471.00	83.58
101-253-715.000	CITY FICA EXPENSE	2,549.00	2,549.00	2,130.45	418.55	83.58
101-253-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	6.65	18.35	26.60
101-253-726.000	SUPPLIES	1,200.00	1,200.00	687.51	512.49	57.29
101-253-853.000	COMPUTER SUPPORT	4,000.00	4,000.00	3,607.13	392.87	90.18
101-253-958.000	DUES & CONFERENCES	1,200.00	1,200.00	169.00	1,031.00	14.08
101-253-960.000	BANK FEES	400.00	400.00	256.75	143.25	64.19
Total Dept 253 - TREASURER		42,694.00	42,694.00	34,706.49	7,987.51	81.29
Dept 257 - ASSESSOR						
101-257-804.000	ASSESSING - OAKLAND COUNTY	8,600.00	8,600.00	8,600.00	0.00	100.00
Total Dept 257 - ASSESSOR		8,600.00	8,600.00	8,600.00	0.00	100.00
Dept 262 - ELECTIONS						
101-262-726.000	SUPPLIES	2,056.00	2,056.00	3,425.42	(1,369.42)	166.61
101-262-727.001	POSTAGE	1,100.00	1,100.00	146.00	954.00	13.27
101-262-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	5,000.00	11,751.00	13,279.15	(1,528.15)	113.00
101-262-901.000	PUBLICATIONS	350.00	350.00	381.00	(31.00)	108.86
Total Dept 262 - ELECTIONS		8,506.00	15,257.00	17,231.57	(1,974.57)	112.94
Dept 265 - BUILDING AND GROUNDS						
101-265-705.000	WAGES - BUILDING MAINTENANCE	6,000.00	6,000.00	14,780.64	(8,780.64)	246.34

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 04/30/2025	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
101-265-705.001	WAGES - BUILDING MAINTENANCE O/T	300.00	300.00	54.06	245.94	18.02
101-265-706.000	WAGES - VILLAGE GROUNDS PARK	26,000.00	26,000.00	15,142.10	10,857.90	58.24
101-265-706.001	WAGES - DPW VILLAGE GROUNDS/PARK O/T	4,500.00	4,500.00	1,352.30	3,147.70	30.05
101-265-715.000	CITY FICA EXPENSE	2,815.00	2,815.00	2,396.66	418.34	85.14
101-265-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	3.12	21.88	12.48
101-265-726.004	SUPPLIES-VH BUILDING	2,500.00	2,500.00	2,151.71	348.29	86.07
101-265-728.000	PARK MATERIALS	19,000.00	19,000.00	4,455.77	14,544.23	23.45
101-265-818.000	RUBBISH COLLECTION	1,500.00	1,500.00	1,601.44	(101.44)	106.76
101-265-920.000	DETROIT EDISON-VH	2,758.00	2,758.00	2,399.74	358.26	87.01
101-265-921.000	CONSUMERS ENERGY-VH	2,101.00	2,101.00	1,930.22	170.78	91.87
101-265-923.000	DTE UPPER PARKING LOT	3,300.00	3,300.00	3,386.20	(86.20)	102.61
101-265-923.001	DTE DEPOT PARK	304.00	304.00	169.02	134.98	55.60
101-265-924.000	SEWER & WATER-VH	1,000.00	1,000.00	653.71	346.29	65.37
101-265-931.000	BUILDING MAINTENANCE-VH	500.00	500.00	926.41	(426.41)	185.28
101-265-934.000	MILL POND ASSESSMENT	143.00	143.00	143.00	0.00	100.00
101-265-935.000	STORM WATER DISCHARGE PERMIT	750.00	750.00	500.00	250.00	66.67
101-265-956.000	WATER LEVEL CONTROL	150.00	150.00	82.21	67.79	54.81
101-265-957.000	CDBG DISBURSEMENTS	7,000.00	7,000.00	0.00	7,000.00	0.00
Total Dept 265 - BUILDING AND GROUNDS		80,646.00	80,646.00	52,128.31	28,517.69	64.64
Dept 266 - ATTORNEY						
101-266-803.000	LEGAL FEES	30,000.00	30,000.00	17,770.10	12,229.90	59.23
Total Dept 266 - ATTORNEY		30,000.00	30,000.00	17,770.10	12,229.90	59.23
Dept 267 - INSURANCES						
101-267-961.001	PROPERTY INSURANCE	854.00	854.00	1,225.00	(371.00)	143.44
101-267-961.002	ERRORS & OMISSIONS INSURANCE	8,397.00	8,397.00	7,423.00	974.00	88.40
101-267-961.003	GENERAL LIABILITY INSURANCE	3,642.00	3,642.00	3,236.00	406.00	88.85
101-267-961.004	PROPERTY INSURANCE-OPEN SPACES	1,096.00	1,096.00	1,003.00	93.00	91.51
101-267-961.005	EQUIPMENT INSURANCE	3,796.00	3,796.00	3,346.00	450.00	88.15
Total Dept 267 - INSURANCES		17,785.00	17,785.00	16,233.00	1,552.00	91.27
Dept 301 - POLICE						
101-301-802.000	LAW ENFORCEMENT	157,550.00	157,550.00	118,133.44	39,416.56	74.98
Total Dept 301 - POLICE		157,550.00	157,550.00	118,133.44	39,416.56	74.98
Dept 302 - CODE ENFORCEMENT						
101-302-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	4,000.00	4,000.00	4,646.60	(646.60)	116.17
Total Dept 302 - CODE ENFORCEMENT		4,000.00	4,000.00	4,646.60	(646.60)	116.17
Dept 336 - FIRE						
101-336-802.001	FIRE PROTECTION - IND TWP	186,202.00	186,202.00	139,616.69	46,585.31	74.98
Total Dept 336 - FIRE		186,202.00	186,202.00	139,616.69	46,585.31	74.98

PERIOD ENDING 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 04/30/2025	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
Dept 371 - BUILDING INSPECTION						
101-371-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	10,000.00	10,000.00	9,380.00	620.00	93.80
101-371-809.000	BLDG DEPT PROFESSIONAL FEES	20,255.00	20,255.00	14,748.57	5,506.43	72.81
Total Dept 371 - BUILDING INSPECTION		30,255.00	30,255.00	24,128.57	6,126.43	79.75
Dept 441 - DPW						
101-441-709.000	WAGES - DPW LEAVE & HOLIDAY PAY	4,000.00	4,000.00	4,091.60	(91.60)	102.29
101-441-709.001	WAGES - DPW TASTE OF CLARKSTON	1,400.00	1,400.00	1,353.90	46.10	96.71
101-441-709.006	WAGES - DPW CONCERTS IN PARK	1,000.00	1,000.00	1,440.54	(440.54)	144.05
101-441-709.007	WAGES - DPW ART IN THE VILLAGE	750.00	750.00	795.01	(45.01)	106.00
101-441-709.008	WAGES - DPW PARADES	718.00	718.00	493.70	224.30	68.76
101-441-712.000	HEALTH INSURANCE	6,182.00	6,182.00	5,140.30	1,041.70	83.15
101-441-713.000	PHYSICAL EXPENSES	1,000.00	1,000.00	866.76	133.24	86.68
101-441-715.000	CITY FICA EXPENSE	602.00	602.00	625.40	(23.40)	103.89
101-441-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	0.77	24.23	3.08
101-441-726.000	DPW SUPPLIES	3,000.00	3,000.00	2,395.65	604.35	79.86
101-441-850.000	TELEPHONE EXPENSE - DPW	945.00	945.00	750.00	195.00	79.37
101-441-932.001	EQUIPMENT MAINTENANCE	1,000.00	1,000.00	188.97	811.03	18.90
101-441-940.004	NEW LEASE SPACE	18,637.00	18,637.00	19,393.88	(756.88)	104.06
Total Dept 441 - DPW		39,259.00	39,259.00	37,536.48	1,722.52	95.61
Dept 446 - HIGHWAY, STREETS, BRIDGES						
101-446-704.001	WAGES - DPW MAINTENANCE-PICKUP TRUCK	2,000.00	2,000.00	1,798.82	201.18	89.94
101-446-704.002	WAGES - DPW MAINTENANCE-DUMP TRUCK	2,356.00	2,356.00	720.80	1,635.20	30.59
101-446-704.003	WAGES - DPW MAINTENANCE-LOADER	400.00	400.00	71.02	328.98	17.76
101-446-704.004	WAGES - DPW MAINTENANCE-TRACTOR	750.00	750.00	196.10	553.90	26.15
101-446-704.005	WAGES - DPW MAINTENANCE-SWEEPER	150.00	150.00	0.00	150.00	0.00
101-446-704.007	WAGES - DPW MAINTENANCE-LIFT	110.00	110.00	0.00	110.00	0.00
101-446-715.000	CITY FICA EXPENSE	441.00	441.00	213.11	227.89	48.32
101-446-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	1.20	23.80	4.80
101-446-726.000	DPW EQUIPMENT	4,500.00	4,500.00	3,411.96	1,088.04	75.82
101-446-817.001	TREE TRIMMING & MAINTENANCE	3,500.00	3,500.00	310.00	3,190.00	8.86
101-446-860.001	MILEAGE/CONFERENCE/TRAINING	400.00	400.00	0.00	400.00	0.00
101-446-861.001	MATERIAL & OUTSIDE LABOR-PICKUP TRUCK	2,500.00	2,500.00	1,936.89	563.11	77.48
101-446-861.003	MATERIAL & OUTSIDE LABOR-LOADER	1,000.00	1,000.00	369.86	630.14	36.99
101-446-861.004	MATERIAL & OUTSIDE LABOR-LIFT	350.00	350.00	0.00	350.00	0.00
101-446-861.005	MATERIAL & OUTSIDE LABOR-TRACTOR	400.00	400.00	0.00	400.00	0.00
101-446-861.007	MATERIAL & OUTSIDE LABOR-DUMP TRUCK	1,400.00	1,400.00	168.66	1,231.34	12.05
101-446-862.000	FUEL & OIL FOR EQUIPMENT	6,000.00	6,000.00	2,509.33	3,490.67	41.82
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		26,282.00	26,282.00	11,707.75	14,574.25	44.55
Dept 448 - STREET LIGHTING						
101-448-926.000	DTE STREET LIGHTING	17,500.00	17,500.00	15,904.99	1,595.01	90.89
Total Dept 448 - STREET LIGHTING		17,500.00	17,500.00	15,904.99	1,595.01	90.89
Dept 569 - WATERSHED COUNCIL						
101-569-956.002	CLINTON RIVER WATERSHED EXPENSES	875.00	926.00	926.00	0.00	100.00

PERIOD ENDING 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 04/30/2025	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
Expenditures						
Total Dept 569 - WATERSHED COUNCIL		875.00	926.00	926.00	0.00	100.00
Dept 701 - PLANNING						
101-701-810.001	ENGINEERING SERVICES	9,000.00	9,000.00	6,039.24	2,960.76	67.10
101-701-811.000	PLANNER FEES	8,000.00	8,000.00	855.00	7,145.00	10.69
101-701-958.000	PLANNING COMMISSION	2,000.00	2,000.00	129.45	1,870.55	6.47
101-701-959.000	MAIN STREET CLARKSTON	1,000.00	1,000.00	250.00	750.00	25.00
Total Dept 701 - PLANNING		20,000.00	20,000.00	7,273.69	12,726.31	36.37
Dept 723 - HISTORIC DISTRICT						
101-723-958.000	HISTORIC DIST COMMISSION EXP	2,000.00	2,000.00	300.00	1,700.00	15.00
Total Dept 723 - HISTORIC DISTRICT		2,000.00	2,000.00	300.00	1,700.00	15.00
Dept 906 - DEBT SERVICE						
101-906-994.006	INTEREST EXPENSE - GF - CITY HALL	2,814.00	2,814.00	2,243.25	570.75	79.72
Total Dept 906 - DEBT SERVICE		2,814.00	2,814.00	2,243.25	570.75	79.72
TOTAL EXPENDITURES		853,296.00	860,047.00	654,928.99	205,118.01	76.15
Fund 101 - GENERAL:						
TOTAL REVENUES		856,877.00	856,877.00	931,852.07	(74,975.07)	108.75
TOTAL EXPENDITURES		853,296.00	860,047.00	654,928.99	205,118.01	76.15
NET OF REVENUES & EXPENDITURES		3,581.00	(3,170.00)	276,923.08	(280,093.08)	8,735.74

PERIOD ENDING 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 04/30/2025	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET Revenues						
Dept 000 - GENERAL						
202-000-574.000	STATE SHARED REVENUES	87,425.00	87,425.00	61,264.93	26,160.07	70.08
Total Dept 000 - GENERAL		87,425.00	87,425.00	61,264.93	26,160.07	70.08
TOTAL REVENUES		87,425.00	87,425.00	61,264.93	26,160.07	70.08
Expenditures						
Dept 451 - NON-WINTER						
202-451-703.005	SALARY - NON-WINTER MAINTENANCE	12,507.00	12,507.00	14,543.53	(2,036.53)	116.28
202-451-703.008	SALARY - NON-WINTER O/T MAINT	2,000.00	2,000.00	968.62	1,031.38	48.43
202-451-715.000	CITY FICA EXPENSE	1,224.00	1,224.00	1,186.65	37.35	96.95
202-451-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	0.00	25.00	0.00
202-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	1,840.00	1,840.00	2,037.44	(197.44)	110.73
202-451-775.000	TOOLS - NON-WINTER MAINTENANCE	400.00	400.00	0.00	400.00	0.00
202-451-776.000	CRACK FILL - MAJOR RD - NON-WINTER	5,000.00	5,000.00	0.00	5,000.00	0.00
Total Dept 451 - NON-WINTER		22,996.00	22,996.00	18,736.24	4,259.76	81.48
Dept 452 - TRAFFIC						
202-452-777.000	TRAFFIC SERVICES	2,000.00	2,000.00	0.00	2,000.00	0.00
202-452-945.000	EQUIPMENT RENTAL	7,000.00	7,000.00	4,690.96	2,309.04	67.01
202-452-966.000	STATE TRUNKLINE OVERHEAD	250.00	250.00	0.00	250.00	0.00
Total Dept 452 - TRAFFIC		9,250.00	9,250.00	4,690.96	4,559.04	50.71
Dept 453 - WINTER						
202-453-703.006	SALARY - WINTER MAINTENANCE	14,149.00	14,149.00	9,605.97	4,543.03	67.89
202-453-703.009	SALARY - WINTER MAINT O/T	5,000.00	5,000.00	4,828.54	171.46	96.57
202-453-715.000	CITY FICA EXPENSE	1,465.00	1,465.00	1,104.28	360.72	75.38
202-453-719.000	CITY SUTA MESC EXPENSE	50.00	50.00	6.01	43.99	12.02
202-453-726.002	SUPPLIES & MTLs - WINTER MAINT	600.00	600.00	9.74	590.26	1.62
202-453-775.001	SMALL TOOLS - WINTER MAINT	200.00	200.00	0.00	200.00	0.00
202-453-778.000	SALT - WINTER SIDEWALK	800.00	800.00	1,324.85	(524.85)	165.61
202-453-778.001	SALT - WINTER MAINTENANCE	5,500.00	5,500.00	6,403.71	(903.71)	116.43
202-453-945.001	EQUIPMENT RENTAL - WINTER	7,500.00	7,500.00	9,146.62	(1,646.62)	121.95
Total Dept 453 - WINTER		35,264.00	35,264.00	32,429.72	2,834.28	91.96
Dept 701 - PLANNING						
202-701-810.001	ENGINEERING SERVICES	2,000.00	2,000.00	0.00	2,000.00	0.00
Total Dept 701 - PLANNING		2,000.00	2,000.00	0.00	2,000.00	0.00
Dept 999 - TRANSFERS OUT						
202-999-995.203	TRANSFER OUT TO LOCAL STREETS	7,713.00	7,713.00	0.00	7,713.00	0.00
Total Dept 999 - TRANSFERS OUT		7,713.00	7,713.00	0.00	7,713.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
PERIOD ENDING 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 04/30/2025	AVAILABLE BALANCE	% BDGT USED
<hr/>						
Fund 202 - MAJOR STREET						
Expenditures						
TOTAL EXPENDITURES		77,223.00	77,223.00	55,856.92	21,366.08	72.33
Fund 202 - MAJOR STREET:						
TOTAL REVENUES		87,425.00	87,425.00	61,264.93	26,160.07	70.08
TOTAL EXPENDITURES		77,223.00	77,223.00	55,856.92	21,366.08	72.33
NET OF REVENUES & EXPENDITURES		10,202.00	10,202.00	5,408.01	4,793.99	53.01

PERIOD ENDING 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 04/30/2025	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET						
Revenues						
Dept 000 - GENERAL						
203-000-574.000	STATE SHARED REVENUES	30,717.00	30,717.00	21,309.56	9,407.44	69.37
203-000-699.202	TRANSFER IN FROM MAJOR ROAD FUND	7,713.00	7,713.00	0.00	7,713.00	0.00
203-000-699.390	TRANSFER IN FROM FUND BALANCE	100,000.00	100,000.00	0.00	100,000.00	0.00
Total Dept 000 - GENERAL		138,430.00	138,430.00	21,309.56	117,120.44	15.39
TOTAL REVENUES		138,430.00	138,430.00	21,309.56	117,120.44	15.39
Expenditures						
Dept 449 - ROAD COMMISSION/STREET DEPT (ACT 51)						
203-449-971.000	STREET CONSTRUCTION	100,000.00	100,000.00	22,670.00	77,330.00	22.67
Total Dept 449 - ROAD COMMISSION/STREET DEPT (ACT 51)		100,000.00	100,000.00	22,670.00	77,330.00	22.67
Dept 451 - NON-WINTER						
203-451-703.005	SALARY - NON-WINTER MAINTENANCE	5,500.00	5,500.00	5,379.17	120.83	97.80
203-451-703.008	SALARY - NON-WINTER O/T MAINT	500.00	500.00	358.25	141.75	71.65
203-451-715.000	CITY FICA EXPENSE	459.00	459.00	438.95	20.05	95.63
203-451-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	0.00	25.00	0.00
203-451-726.001	SUPPLIES & MTLs - NON-WINTER MAINT	800.00	800.00	726.35	73.65	90.79
203-451-775.000	TOOLS - NON-WINTER MAINTENANCE	400.00	400.00	148.98	251.02	37.25
203-451-776.001	LOCAL CRACK FILL	5,000.00	5,000.00	0.00	5,000.00	0.00
Total Dept 451 - NON-WINTER		12,684.00	12,684.00	7,051.70	5,632.30	55.60
Dept 452 - TRAFFIC						
203-452-945.000	EQUIPMENT RENTAL	5,000.00	5,000.00	3,708.06	1,291.94	74.16
203-452-966.000	STATE TRUNKLINE OVERHEAD	100.00	100.00	0.00	100.00	0.00
Total Dept 452 - TRAFFIC		5,100.00	5,100.00	3,708.06	1,391.94	72.71
Dept 453 - WINTER						
203-453-703.006	SALARY - WINTER MAINTENANCE	5,100.00	5,100.00	3,552.87	1,547.13	69.66
203-453-703.009	SALARY - WINTER MAINT O/T	2,500.00	2,500.00	1,785.88	714.12	71.44
203-453-715.000	CITY FICA EXPENSE	582.00	582.00	408.42	173.58	70.18
203-453-719.000	CITY SUTA MESC EXPENSE	25.00	25.00	2.20	22.80	8.80
203-453-726.002	SUPPLIES & MTLs - WINTER MAINT	400.00	400.00	3.42	396.58	0.86
203-453-775.001	SMALL TOOLS - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
203-453-778.000	SALT - WINTER SIDEWALK	750.00	750.00	465.47	284.53	62.06
203-453-778.001	SALT - WINTER MAINTENANCE	2,500.00	2,500.00	2,368.48	131.52	94.74
203-453-945.001	EQUIPMENT RENTAL - WINTER	6,500.00	6,500.00	5,837.95	662.05	89.81
203-453-955.001	MISC EXPENSE - WINTER MAINT	100.00	100.00	0.00	100.00	0.00
Total Dept 453 - WINTER		18,557.00	18,557.00	14,424.69	4,132.31	77.73
Dept 701 - PLANNING						
203-701-810.001	ENGINEERING SERVICES	2,000.00	2,000.00	0.00	2,000.00	0.00
Total Dept 701 - PLANNING		2,000.00	2,000.00	0.00	2,000.00	0.00

PERIOD ENDING 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 04/30/2025	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET Expenditures						
TOTAL EXPENDITURES		138,341.00	138,341.00	47,854.45	90,486.55	34.59
Fund 203 - LOCAL STREET:						
TOTAL REVENUES		138,430.00	138,430.00	21,309.56	117,120.44	15.39
TOTAL EXPENDITURES		138,341.00	138,341.00	47,854.45	90,486.55	34.59
NET OF REVENUES & EXPENDITURES		89.00	89.00	(26,544.89)	26,633.89	29,825.7

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
 PERIOD ENDING 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 04/30/2025	AVAILABLE BALANCE	% BDGT USED
Fund 401 - CAPITAL PROJECT FUND						
Revenues						
Dept 000 - GENERAL						
401-000-699.101	TRANSFER IN FROM GENERAL FUND	126,500.00	126,500.00	0.00	126,500.00	0.00
Total Dept 000 - GENERAL		126,500.00	126,500.00	0.00	126,500.00	0.00
TOTAL REVENUES		126,500.00	126,500.00	0.00	126,500.00	0.00
Expenditures						
Dept 265 - BUILDING AND GROUNDS						
401-265-728.000-FY17FRIEND	FRIENDS OF DEPOT PARK	5,500.00	5,500.00	7,027.60	(1,527.60)	127.77
Total Dept 265 - BUILDING AND GROUNDS		5,500.00	5,500.00	7,027.60	(1,527.60)	127.77
Dept 446 - HIGHWAY, STREETS, BRIDGES						
401-446-817.000	TREE PLANTING	5,000.00	5,000.00	0.00	5,000.00	0.00
401-446-819.000	STREET SIGNS & POSTS	1,000.00	1,000.00	1,129.92	(129.92)	112.99
401-446-930.007	SAFETY CROSSWALK PAINT/TAPE	4,500.00	4,500.00	0.00	4,500.00	0.00
Total Dept 446 - HIGHWAY, STREETS, BRIDGES		10,500.00	10,500.00	1,129.92	9,370.08	10.76
Dept 901 - CAPITAL OUTLAY						
401-901-726.000	OFFICE FURNITURE	1,000.00	1,000.00	0.00	1,000.00	0.00
401-901-805.001	PROFESSIONAL & CONTRACTUAL SERVICES	62,000.00	62,000.00	16,661.16	45,338.84	26.87
401-901-930.005	SIDEWALK REPAIR	40,000.00	40,000.00	40,000.00	0.00	100.00
401-901-930.014	SECURITY SYSTEMS AND CAMERA	5,000.00	5,000.00	0.00	5,000.00	0.00
401-901-930.015	ELECTRONIC SPEED CONTROL & MAINT.	2,500.00	2,500.00	0.00	2,500.00	0.00
Total Dept 901 - CAPITAL OUTLAY		110,500.00	110,500.00	56,661.16	53,838.84	51.28
TOTAL EXPENDITURES		126,500.00	126,500.00	64,818.68	61,681.32	51.24
Fund 401 - CAPITAL PROJECT FUND:						
TOTAL REVENUES		126,500.00	126,500.00	0.00	126,500.00	0.00
TOTAL EXPENDITURES		126,500.00	126,500.00	64,818.68	61,681.32	51.24
NET OF REVENUES & EXPENDITURES		0.00	0.00	(64,818.68)	64,818.68	100.00
TOTAL REVENUES - ALL FUNDS						
TOTAL REVENUES - ALL FUNDS		1,209,232.00	1,209,232.00	1,014,426.56	194,805.44	83.89
TOTAL EXPENDITURES - ALL FUNDS		1,195,360.00	1,202,111.00	823,459.04	378,651.96	68.50
NET OF REVENUES & EXPENDITURES		13,872.00	7,121.00	190,967.52	(183,846.52)	2,681.75

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Oakland County Assessing Services Contract

WHEREAS, the City of the Village of Clarkston has successfully utilized the Oakland County Equalization Office to perform property assessments for many years, and;

WHEREAS, the existing annual agreement with Oakland County will expire June 30, 2025, and;

WHEREAS, the attached new agreement for the three-year period July 1, 2025 through June 30, 2028 includes significant price increases approved by the Oakland County Board of Commissioners, and;

WHEREAS, to provide more time to evaluate our assessing options (including Independence Township Assessing), the City has requested a 6-month extension of the existing agreement, and;

WHEREAS, in the meantime, however, it is recommended that the City approve the new three-year agreement, which may be terminated at any time with no penalty, and;

NOW, THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby authorizes the City Manager to provisionally sign and execute the attached new three-year agreement.

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

☐ Resolution is Adopted

☐ Resolution is Defeated

Jonathan Smith, City Manager

May 27, 2025

Date

**CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE
FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES
WITH City of the Village of the Clarkston**

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

INTRODUCTORY STATEMENTS

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

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

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

- 1.1 "Assessment Division Personnel" as used in this Contract shall be defined as a subset of, and are included as part of, the larger group of County Agents as defined above, employed and assigned by the County Equalization Division, for the express purposes of providing Assessment Services, in adherence with MCL 211.10d. These activities include preparing the Municipality's annual assessment roll.
- 1.2 "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.
- 1.3 "Contract Period" shall be defined beginning July 1, through June 30.
- 1.4 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.

- 1.5 "Equalization Division Personnel" as used in this Contract shall be defined as a subset of, and included as part of the larger group of, County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County, for the express purposes of provided equalization services, and its related activities, in adherence with MCL 211.34.
- 1.6 "Municipality Agent" or "Municipality Agents" shall be defined to include, but not limited to, any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors, whether such persons act or acted in their personal, representative, or official capacities, and/or any and all persons acting by, through, under, or in concert with any of them. No County Agent shall be deemed a Municipality Agent, and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.7 "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.8 "Real and Personal Property Assessment Administration Services" identified in this Contract as "Assessment Services," and by MCL 211.10d, are defined as those services provided by the County's Assessment Division Personnel. These services do not pertain to those provided by Equalization Division Personnel, or activities as provided by, or related as, County Equalization Services, MCL 211.34.
- 1.9 "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any, and all, departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury, unless used in this Contract to provide specific context otherwise, and will do so as:
- 1.9.1 "Treasury" shall be defined as the "Department of Treasury," of the State of Michigan.
- 1.9.2 "Commission" shall be defined as the "State Tax Commission," of the Department of Treasury, of the State of Michigan.
- 1.9.3 "Tribunal" shall be defined as the "Michigan Tax Tribunal," of the Department of Licensing and Regulatory Affairs of the State of Michigan (<https://www.michigan.gov/taxtrib>).

§2. PURPOSE OF COUNTY ASSESSMENT SERVICES. The Parties agree that the purpose of any and all "Equalization Division Assistance Services" is to provide

Assessment Services to be performed under this Contract and shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute *effort* toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

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

- 3.1 Assessment Division Personnel will inspect, measure, list, and evaluate depreciation of real property as necessary; including new construction, newly modified existing real property improvements, demolition permits, reported fire damaged properties, and will adhere to State requirements. Assessment Division Personnel will conduct personal property canvass, process personal property statements, conduct audits; using appropriate assessment methods, personal property multipliers, and adhering to state requirements. Assessment Division Personnel will examine errors, omissions, or other applicable sources.
- 3.2 Municipality agrees to provide the County with all fire reports and building permits relating to construction activity, and any site plans, architectural plans, blueprints, as requested and needed for new construction, additions, demolitions, and other activities related to assessment administration practices.
- 3.3 Assessment Division Personnel will enter data into acceptable Computer Assisted Mass Appraisal (CAMA) software program, tested for data and quality integrity incorporating the State Tax Commission *Assessors Manual*. (i.e., BS&A software). Assessment Division Personnel will assess taxable property, including new construction, ensuring taxable value uncapping of any property following transfer of ownership. All updating of transfers of ownership will be made into an industry accepted CAMA software program.
- 3.4 Assessment Division Personnel are responsible for performing annual assessment of real or personal property in the Municipality on which real or personal property taxes are levied by any taxing unit of the State, consistent with the General Property Tax Act, MCL 211.1 *et seq.*, and other applicable law.
- 3.5 Assessment Division Personnel will process and review all new exemption applications to determine compliance with statutory requirements, prior to approving, and/or making recommendations to local authority.
 - 3.5.1 Assessment Division Personnel will annually audit and determine existing exemptions to determine continuing eligibility.
 - 3.5.2 The Municipality agrees to cooperate with County and provide any and all applications, affidavits, and other documents which are provided to Municipality in a timely and organized manner in order for the County to process.

- 3.6 Assessment Division Personnel will analyze sales data to uniformly and equitably generate accurate assessments and create land and ECF studies.
- 3.7 Assessment Division Personnel will evaluate mass appraisal acceptable statistical measurements for annual assessment-to-sale ratio studies.
- 3.8 Assessment Division Personnel are responsible for preparing and maintaining the ad valorem assessment roll, including property classifications, property descriptions, any special act-related roll(s) (e.g., IFT, CRA), and Municipality agrees to cooperate with Assessment Division Personnel and provide assistance when and where needed.
- 3.9 Assessment Division Personnel shall certify the assessment for the Municipality consistent with the General Property Tax Act, MCL 211.1 *et. seq.*, and other applicable law. Assessment Division Personnel will attend Board of Review meetings, as required by state requirements and charter of Municipality. Assessment Division Personnel will present the certified assessment roll before the Board of Review, and mail Notice of Assessments, as required per state requirements. Municipality agrees to have its Board of Review membership filled and provide necessary support for all Board of Review functions in compliance with State requirements.
- 3.10 Upon request and with reimbursement of travel, Assessment Division Personnel agree to attend meetings with Municipality officials and meetings with the public, when reasonable notice of the meeting is given in advance to County. If travel is required for any meetings or appeals described in Section 4 of this Contract, then the County shall be reimbursed at applicable federal reimbursement rates.
- 3.11 Assessment Division Personnel will have the required certifications for the Assessment Services to be performed under the Contract, Municipality will maintain certifications, and all support staff will be trained to adequately assist Municipality leadership, staff, community residents and property owners.
- 3.12 Parties agree that during the process of developing assessments, it is in each Party's legitimate interest to promote full cooperation with each other, and for Assessment Division Personnel to provide the best possible Public Relations efforts with residents and business owners.
- 3.13 Assessment Division Personnel agree to respond to the general public's inquiries regarding its assessment records, and the inquiries for assessment and tax records under the Freedom of Information Act. Assessment records identified in MCL 211.10a will be made accessible and available for inspection and copying by the public regardless of its location. Access to and inspection of public records is available on the County's website, and in-person as indicated on signage located at the reception area of the County Equalization's main office, as required by MCL 211.10a.
- 3.14 Assessment Division Personnel will assist the Municipality in its own internal practices with providing calculations of estimations of cost only for commercial and/or industrial real property for special act project cost benefit analysis; provided

that the necessary construction cost detail, and any other application related information, is made available. Assessment Division Personnel will not prepare estimates for speculative commercial and/or industrial developments that are requested by private individuals, developers, other private parties, or for individual residential properties.

- 3.15 Pursuant to the Contract Term as set forth in Section 10 of this Contract, Assessment Division Personnel shall make the assessments within the Municipality pursuant to MCL 211.10d and MCL 211.10e, and as of December 31, the State's statutory "Tax Day", unless court or statute requires otherwise (e.g., exemptions, bankruptcy orders, etc.).
- 3.16 Assessment Division Personnel will not provide any services which would preclude them from maintaining their duties in accordance with MCL 211.10d and MCL 211.10e, which includes serving in any capacity within the Municipality which could be considered a conflict of interest.
- 3.17 The County agrees to review Municipality approved splits and combinations prior to providing it with parcel identification numbers ("PIN") and will update tax descriptions as they change over time to ensure accuracy of available parcel information.

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

- 4.1 The Parties agree Entire Tribunal cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. Accordingly, the Parties agree to work together throughout the appeal process for a fair resolution.
 - 4.1.1 Municipality agrees its attorney will file its answer to each petition filed within the Entire Tribunal. Assessment Division Personnel agree to assist Municipality's attorney with any and all assessment records for its timely filing. The Parties agree the Municipality attorney is responsible for all legal filings, including discovery, with the Tribunal.
 - 4.1.2 The Parties agree Assessment Division Personnel and Municipality attorney will work together throughout appeal duration, with Assessment Division Personnel sharing assessment and market related information.
 - 4.1.3 Municipality agrees any private independent fee appraiser(s) will be properly licensed or certified through the State of Michigan, for any real property-related property appeals, and will be a qualified appraiser in non-real property appeals. The Parties will work together on the selection of appraisers and may prepare a list of pre-selected appraisers that can be used in real property appeals.

- 4.1.4 Municipality agrees it will be financially responsible for all costs incurred for any Full Tribunal appeals (e.g., appraisals, inspections, surveys, legal costs, etc.).
- 4.2 Michigan Tax Tribunal "Residential and Small Claims Division" and "Small Claims". Parties agree Small Claims cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes.
 - 4.2.1 Small Claims cases involving Assessment Division Personnel. The Parties agree many Small Claim cases are non-complex residential properties other non-complex non-residential properties, and those involving Assessment Division Personnel filing Answers to Petitions, with remainder of communications directly with Petitioners (i.e., owners). These cases will be handled with Assessment Division Personnel preparing petition answers, valuation disclosures as evidence for the Tribunal, testimony provided by Assessment Division Personnel, and decisions provided by the Tribunal. In these cases, Municipality agrees its attorney would be involved, as necessary, and in instances when motion practice is required for inspection of the property, or if the case were appealed to the Court of Appeals.
 - 4.2.2 Small Claims cases involving Municipality attorney and/or appraisers. The Parties agree on complex residential properties, complex non-residential properties, cases involving special assessments, and other cases where the issue is of a legal nature, there is often a need for the Municipality attorney to file its answer from the start of the appeal, or for the Municipality to hire an independent fee appraiser. The Parties will work together on the selection of appraisers and may prepare a list of pre-selected appraisers that can be used in real property appeals. Assessment Division Personnel will assist the Municipality attorney and will provide with final resolution of these appeals. The Parties agree Assessment Division Personnel, in consultation with the Municipality, will determine complexity of the case and/or of the property on a case-by-case basis.
 - 4.2.3 Municipality agrees it will be financially responsible for all costs incurred for any Full Tribunal appeals (including but not limited to, appraisals, inspections, surveys, legal costs, photocopies etc.).
- 4.3 The Parties agree that they will cooperate and assist in appeals to the Court of Appeals and State Supreme Court, and in cases filed in the Oakland County Circuit Court, in the same manner as set forth above. Municipality agrees that it is responsible for legal representation in all courts and for all costs incurred for any tax related appeals to Michigan courts (including but not limited to Assessment Division Personnel time (see Exhibit A for rates), appraisals, inspections, surveys, legal fees and costs, etc.).

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

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

6.1 Assessment Division Personnel shall be employed and assigned by the County based on such appropriate qualifications and other factors as decided solely by the County.

6.2 The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessment Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train and direct them under this Contract.

6.3 The Parties agree the Assessment Division Personnel and Oakland County Equalization Division main office is located at 250 Elizabeth Lake Road, Suite #1000 W, Pontiac, Michigan, 48341.

6.3.1 The Parties agree that County Agents will not maintain any specific, regular, or otherwise routine office hours located within the Municipality's office(s).

6.4 Municipality agrees to maintain its own staff who will support Assessment Division Personnel in delivery of any records, permits, fire reports, millage rates, or documents, as may be required.

6.5 The Parties agree Municipality is not acting in a certified or uncertified support staff capacity. This does not prevent the Municipality from providing its own public services in other professional capacities (e.g., Treasurer, Clerk, Building Department, etc.).

6.6 The Parties agree MCL 211.10d and MCL 211.10e will be adhered to when preparing the Municipality's assessment roll.

6.7 Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances,

training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.

6.8 This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agents with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent and/or the conduct and actions of any County Agent. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

6.8.1 The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any County Agents and/or pay any and all County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any County Agents with the County, subject only to its applicable collective bargaining Contracts.

6.8.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent, any necessary County Agent's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any County Agents performing any County duty or obligation under the terms of this Contract.

6.9 Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no Assessment Division or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.

- 6.10 Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, by virtue of this Contract or otherwise, shall be deemed, considered, or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 6.11 The Municipality shall not otherwise provide, furnish, or assign any County Agents with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any Assessment Service responsibilities under the terms of this Contract.
- §7. **LIMITS AND EXCLUSIONS ON COUNTY SERVICE.** Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court.
- 7.1 Municipality agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body. The Municipality is financially responsible for all valuation costs associated with any related Appraisals resulting from the assessment roll(s) pertaining to this Contract. The Municipality shall copy Assessment Division personnel on all communications pertaining to appeals, and potential appeals, involving the State Tax Commission and Michigan Tax Tribunal.
- 7.2 Except for those express statutory and any regulatory obligations incumbent upon the Assessment Division Personnel to defend assessments they performed before the Michigan Tax Tribunal, State Tax Commission and courts, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal, State Tax Commission or any other review body or court.
- §8. **MUNICIPALITY AGENTS AND THE COUNTY.** The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with all County Agents in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Assessment Division Personnel fully cooperate with Municipality Agents in the performance of all County Services under this Contract.

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

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

- 9.1 The establishment of Tax Increment Finance (TIF) Authorities (i.e., Brownfield Authority, Corridor Improvement Authority, Downtown Development Authority, etc.); the approval or amendment of related development TIF plans.
- 9.2 The establishment of Economic Development Redevelopment Districts (i.e., Planned Unit Development, Neighborhood Enterprise Zones, Renaissance Zones, etc.); the approval or amendment of related applications/plans.

- 9.3 The establishment of an abatement type district (i.e., Commercial Redevelopment, Commercial Rehabilitation, Industrial Development, Plant Rehabilitation, Obsolete Property Rehabilitation etc.); or amendment of related Property Tax Exemption Applications.
- 9.4 The approval of an ordinance or agreement for a Payment In Lieu of Taxes (P.I.L.O.T.) housing project.
- 9.5 The Municipality agrees to inform the County Agents regarding any increase or decrease in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal or decrease.
- 9.6 The Municipality will be responsible for maintaining proper documentation of any Special Assessment District (SAD) and Special Assessment Roll (SAR) development, any changes thereto, and their related billings, maintaining the rolls in balance, any required reports such as delinquency reports, and providing the County with the information necessary to prepare warrants.
- 9.7 The Municipality will forward all exemption applications, property transfer affidavits, personal property statements, and any and all other property assessment and property tax related documents affecting the status or value of property located within the Municipality to the County in a timely manner.
- 9.8 The Municipality shall provide a copy of all building permits with parcel identification numbers to the County Agents on a monthly basis.
- 9.9 The Municipality agrees to keep the County current with, and be responsible for, the following functions.
 - 9.9.1 Maintain adherence to its policies, any and all of its related ordinances, and all local and state laws and regulations.
 - 9.9.2 Maintain current address and name changes, including any and all parcel owner and occupant names.
- 9.10 The Municipality agrees to provide County Agents, and any related Boards of Review, committee, and related work groups, with adequate space for the County while they are present. The Municipality shall provide reasonable accommodation such access to printers, copiers, free access to the internet, etc., so as not to impede their work. Accommodation will also be made for the public who come for assessing-related inquiries, particularly during times when Boards of Review are in-session.

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

- 10.1 The Contract term shall be from July 1, 2025, through June 30, 2028.

- 10.2 For the respective Contract Period, the Municipality shall pay to the County the "Initial" rate shown in the table below for each parcel of Real Property description and each Personal Property parcel description.

Contract Period	Rate per Real and Personal Parcel	
	Initial	Smoothed
July 1, 2025 to June 30, 2026	\$30.86	\$22.25
July 1, 2026 to June 30, 2027	\$32.11	\$32.11
July 1, 2027 to June 30, 2028	\$33.77	\$42.38

The amount of the annual rate shall be capped at 80% of the administration fee (1%) of all eligible taxes to be levied as permitted by law. Using the number of Real Property and Personal Property parcels as of the preceding December 31 of the Contract Period, payment for each Contract Period is due and payable twenty-five percent (25%) on or before September 1, December 1, and March 1, and the remaining twenty-five percent (25%) on or before June 1 of such Contract Period.

The Municipality may pay the total cost of the Contract using the "Smoothed" Rate per Real and Personal Parcel over the term of this Contract pursuant to Oakland County Board of Commissioners Resolution #2025-5051. If Municipality wants to exercise the "Smoothed" payment option, it must make arrangements with the County's Fiscal Services Division. If the Contract is cancelled or terminated pursuant to Section 11, the Municipality will pay amounts owed as if the "Smoothed" payment option was not exercised (See Initial Rate per Real and Personal Parcel).

- 10.3 Assessment Services requested by a Municipality and not required to be provided by the County under this Contract, will only be provided pursuant to an amendment as required by Section 10.12 of this Contract.
- 10.4 The Municipality shall be responsible for the delivery costs (e.g. first-class mail postage, certified mail, or third party delivery) for any for any and all real and personal property statements and any and all real and personal property notices sent for all work performed under this Contract.
- 10.5 In the event that Municipality Agents, for whatever reasons, fail or neglect to undertake the tasks in any of the sections of this Contract, and the County Agents have to take on additional work tasks, then the County shall be paid on a time and material basis. Such rates shall be based upon the wages plus benefits and indirect costs of the County Agents performing said tasks as set forth in the attached Exhibit A.
- 10.6 The Parties agree this Contract is effective as of the initial date as prescribed above when the Contract term begins, or in the event the Contract is signed after this date, then it is effective as of the execution by both Parties to this Contract and shall end on the provided Contract's conclusion date as provided herein, without any further act or notice from either Party being required.

- 10.7 Any mutual extension of this Contract is an amendment to the Contract, shall be in writing, signed by the Parties and is subject to the requirements of Section 10.12 of this Contract.
- 10.8 If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 10.9 If the County chooses not to exercise its right to set off or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. The interest to be charged shall not exceed the annual maximum rate set forth in MCL 438.41.
- 10.10 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 10.11 Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.
- 10.12 The Parties agree that this and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the

Clerk of the County and the Clerk for the Municipality.

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

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

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

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

- 12.1 The Municipality shall, always and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.
- 12.2 The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt,

liability, obligation or Claim(s) against the County.

12.3 The Parties agree that the Municipality shall always remain responsible for the ultimate completion of all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.

12.4 The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

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

13.1 The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.

13.2 Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

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

14.1 The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the

State Tax Tribunal or any court or review body, or any other such performance-based outcome.

- 14.2 In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract are intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.
- 14.3 Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.
- 14.4 Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any

of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.

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

- §15. INDEPENDENT CONTRACTOR.** The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.
- §16. COUNTY PRIORITIZATION OF COUNTY RESOURCES.** The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §17. NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §18. CONFIDENTIALITY.** The Parties agree, not to disclose any information which has been determined confidential by the Commission, and at least annually will review such requirements for confidential information handling with staff that will have contact with such record information.
- §19. CONSTRUED AS A WHOLE.** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- §20. CAPTIONS.** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.

- §21. NOTICES.** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by U.S Mail, with proper postage at the address set out below or at such other address as the receiving Party designates by proper notice to the sending Party:

County:

Oakland County
250 Elizabeth Lake Road, Ste 1000W
Pontiac, MI 48341
Attention: Micheal R. Lohmeier, Equalization Officer
Telephone: 248-858-0760
Email: lohmeierm@oakgov.com

Copies to:

Oakland County Corporation Counsel
1200 North Telegraph Road, 14E
Pontiac, Michigan 48341

Municipality:

City of the Village of the Clarkston
375 Depot Road
Clarkston, Michigan 48346
Attention: Manager
Telephone: 248-625-1559
Email:

Copies to:

[Contact Name]
[Street Address]
[City, Michigan xxxxx]
[Attention: Contact Person]
[Telephone:]
[Email:]

- §22. WAIVER OF BREACH.** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.

- §23. ENTIRE CONTRACT.** This Contract sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way

related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

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

{SIGNATURES CONTAINED ON FOLLOWING PAGES}

IN WITNESS WHEREOF, _____ (Print Name of Signatory),
_____ (Title of Signatory) of the City of the Village of the Clarkston, hereby
acknowledges that s/he has been authorized by a resolution of the Governing Body of the City of
the Village of the Clarkston, a certified copy of which is attached, to execute this Contract on behalf
of the Municipality and hereby accepts and binds the City of the Village of the Clarkston to the
terms and conditions of this Contract.

EXECUTED:

_____ Date: _____

Print Name: _____

Title: _____

WITNESSED:

_____ Date: _____

Print Name: _____

Title: Clerk

[Remainder of this page is intentionally left blank]

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

EXECUTED:

Date: _____
Print Name: David T. Woodward
Title: Chairperson Oakland County Board of Commissioners

WITNESSED:

Date: _____
Print Name:
Title:

[Remainder of this page is intentionally left blank]

Exhibit A**Hourly Rate¹ by Position Type**

Position Type	Contract Period		
	July 1, 2025 to June 30, 2026	July 1, 2026 to June 30, 2027	July 1, 2027 to June 30, 2028
Central Employee Records Coordinator	\$52.16	\$54.12	\$57.21
Equalization Appraiser Aide	\$41.77	\$43.33	\$45.81
Equalization Appraiser I	\$46.21	\$47.94	\$50.69
Equalization Appraiser II	\$63.03	\$65.39	\$69.14
Equalization Appraiser III	\$75.47	\$78.30	\$82.78
Equalization Assessing Technician Senior	\$43.49	\$45.13	\$47.71
Equalization Assessing Technician	\$32.10	\$33.30	\$35.21
Equalization Field Supervisor	\$89.61	\$92.97	\$98.29
Chief Equalization	\$104.36	\$108.27	\$114.47
Equalization Officer	\$134.55	\$139.60	\$147.59
Equalization Support Specialist	\$51.01	\$52.92	\$55.95
GIS CAD Technician	\$65.88	\$68.35	\$72.26
Office Supervisor	\$50.77	\$52.67	\$55.69
Office Support Clerk Senior	\$16.42	\$17.04	\$18.01
Supervisor Eq Administrative Services	\$88.28	\$91.60	\$96.84
Supervisor Land Desc & Mapping	\$83.09	\$86.20	\$91.14
Tax Standards Specialist	\$68.36	\$70.92	\$74.98
Technical Office Specialist (Part Time)	\$17.33	\$17.98	\$19.01

¹ The Hourly Rate by Position Type includes Wages, Benefits (consisting of: FICA, Social Security, Life Insurance, Disability Insurance, Unemployment Workers' Compensation, Medical/Prescription Drugs/Dental/Optical, Retirement, and Indirect Costs (consisting of: Building Depreciation, County Executive-Administration, Compliance; Corporation Counsel; Mgmt. & Budget-Administration, Purchasing, Fiscal Services; Facilities-Mgmt., Support Services; Human Resources, and Treasurer).

CITY OF THE VILLAGE OF CLARKSTON

RESOLUTION NO. 20250019

A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT, ATTEST TO THE EXISTENCE OF FUNDS AND COMMIT TO IMPLEMENTING A MAINTENANCE PROGRAM FOR THE REHABILITATION OF E. CHURCH STREET FUNDED BY THE TRANSPORTATION ECONOMIC DEVELOPMENT FUND CATEGORY B PROGRAM

Minutes of a regular meeting of the City Council of the City of the Village of Clarkston, Oakland County, Michigan, held at 375 Depot Rd, Clarkston, MI, on May 27th, 2025 at 7:00 PM.

PRESENT: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____

WHEREAS, the City of Clarkston is applying for \$129,450 in funding through MDOT from the Transportation Economic Development Category B Program, which is 50% of the total project construction cost of \$258,900 to construct road rehabilitation on E. Church Street from M-15 East to the City limits;

WHEREAS, MDOT requires a formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects;

NOW, THEREFORE, BE IT RESOLVED THAT, the City has authorized City Manager Jonathan Smith to act as agent on behalf of the City to request Transportation Economic Development Fund Category B Program funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award;

BE IT FURTHER RESOLVED THAT, the City attests to the existence of, and commits to, providing at least \$129,450 toward the construction costs of the project(s), and all costs for design, permit fees, administration costs, and cost overruns;

BE IT FURTHER RESOLVED THAT, the City commits to owning operating, funding and implementing a maintenance program over the design life of the facilities constructed with Transportation Economic Development Fund Category B Program funding.

PRESENT: COUNCILMEMBERS: _____

NAYS: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

RESOLUTION DECLARED ADOPTED.

Jonathan Smith

City Manager / City Clerk

CERTIFICATION

The forgoing resolution was certified at a regular meeting of the City Council of the City of the Village of Clarkston held on May 27th, 2025

Jonathan Smith

City Manager / City Clerk

PROFESSIONAL SERVICES AGREEMENT

FLEIS & VANDENBRINK ENGINEERING, INC.
27725 Stansbury Blvd, Suite 195, Farmington Hills, Michigan 48334
P: 248.536.0080 F: 248.536.0079

This Professional Services Agreement ("PSA") is entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and City of the Village of Clarkston, whose address is 375 Depot Rd, Clarkston, MI 48346 ("Owner") where Engineer agrees to provide services for Owner and Owner agrees to pay Engineer, all in accordance with the terms of this PSA.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under this PSA is as follows:

1. Assist City with FY2026 MDOT TEDF Category B grant application and project coordination
2. Preliminary Engineering services for the FY2026 MDOT TEDF Category B project
3. Construction Engineering services for the FY2026 MDOT TEDF Category B project

Fleis & Vandenbrink is currently consulting with the City to evaluate rehabilitation methods and budgets for the desired street improvements to be included in the grant application. An Amendment to this PSA with proposed scope of services and fee for Items 2 and 3 above will be provided upon successful grant funding. Tasks 2 and 3 shall not commence until successful funding and the amendments are approved by the City.

AGREEMENT DOCUMENTS: All obligations covered under this PSA are governed by the Agreement Documents, which specifically include this PSA and all of the following documents, which are all incorporated herein by reference: None

COMPENSATION OF ENGINEER: Fleis & Vandenbrink will assist with Item No. 1 to apply for competitive grant funding at no cost to the City, with the understanding that F&V will provide preliminary and construction engineering services upon successful grant funding. A scope of services and fee for Items 2 and 3 will be provided at that time for review and approval by the City.

Authorized additional services will be provided on an hourly basis plus 1.1 times reimbursable expenses unless otherwise negotiated.

Owner shall Pay Engineer for all Services and reimbursable expenses on a monthly basis or as otherwise stated herein which shall be due and payable within fifteen (15) calendar days of presentation of the invoice. Invoices shall be past due fifteen (15) calendar days after presentation, and shall then incur interest at the rate of 8% per annum, or the highest rate permitted by law, whichever is lower. Reimbursable expenses include the cost of subconsultants.

PAYMENT. If Owner fails to make any payment when due, Engineer may suspend performance of Services hereunder until all past due amounts and accrued interest are paid. Engineer shall have no liability of any type as a result of suspension of services caused by Owner's failure to pay. The suspension of Services shall not limit any other remedy available to Engineer.

If Owner objects to any portion of an invoice, Owner shall notify Engineer in writing within seven (7) calendar days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Engineer's favor and not paid by the invoice due date, interest as stated in the agreement shall be paid by Owner on the disputed amount from the original due date.

The Owner's Payment of Engineer's invoices shall not be subject to any right of setoff, and payment shall be due regardless of suspension or termination of this Agreement by either party. If any payment obligation is not paid when due, Owner agrees to pay all costs of the collection, including actual attorney's fees through all levels of appeal, whether or not a legal proceeding for collection is commenced as part of the collection process.

OWNER REPRESENTATIVE. The Owner's representative for this Project shall be City Manager who shall have complete actual authority on behalf of the Owner and its governing body to make all decisions in connection with the PSA.

OWNER RESPONSIBILITIES. The Owner shall timely furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's Engineers and contractors.

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses, unless otherwise negotiated. If the construction period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of Engineer thereafter shall continue to be performed and shall be paid by Owner on an hourly basis plus 1.1 times reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Engineer's Compensation.

DELAYS. Engineer shall not be responsible to Owner for any delay of any type or kind unless caused in whole by Engineer.

CONSULTANTS. Engineer may engage Consultants and subcontractors to perform, in its sole discretion, all or any portion of the Services.

COST ESTIMATES. Engineer has no control over the costs of labor and material for construction or over competitive bidding and market conditions. All cost estimates provided by Engineer are based on Engineer's experience and are considered opinions of probable cost. Engineer does not warrant the accuracy of any cost estimate. If project costs exceed the Owner's expectations and the Owner decides to re-design or re-bid any or all portions of the Work, all re-design, re-bid or other services provided by Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses.

INDEMNITY. Owner indemnifies, defends and holds harmless Engineer and its agents, consultants and employees, from and against any claim, injury, damage, cost, expense or liability, regardless of the legal theory, including actual attorneys' fees, whether arising before, during or after completion of Services performed under the PSA, caused by, arising out of, resulting from or occurring in connection with the performance of the Services or any activity associated with the Services, whether or not caused in part by the active or passive negligence or other fault of Engineer excepting only injury to

person or damage to property caused by the sole negligence of Engineer. In the case of claims against Engineer or any of its consultants, agents or employees by anyone for whose acts Owner may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts and/or disability benefit acts. This indemnity includes, but is not limited to, any claims resulting from interpretation of or changes to the documents prepared as a result of this PSA. This indemnity survives termination of this PSA.

In addition to the indemnity provided herein by Owner, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to or resulting from any and all environmental contamination on the Project.

Engineer, to the extent covered by insurance, indemnifies, defends and holds harmless Owner and its agents and employees, from and against any claim, injury, damage, cost, expense or liability, arising out of or relating to the Services provided by Engineer for the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property other than the work itself, but only to the extent caused solely by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees or consultants.

To the fullest extent permitted by law, a party's total liability to the other party under the terms and conditions of this PSA including any indemnity, as well as to anyone claiming by, through or under the other party, for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party, and any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of all of the responsible parties.

PERFORMANCE STANDARDS. The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by other engineers performing similar services in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

MUNICIPAL ADVISOR. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

LIMITATION OF LIABILITY. Engineer shall not be liable for any claim, damage, cost, expense or other liability not caused by negligent acts, errors or omissions of Engineer. The total liability of Engineer under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Engineer's officers, directors, employees, or agents or consultants, for any claims arising out of the PSA, shall not exceed the fees actually paid by the Owner for the particular Service which forms the basis of the claimed liability.

Engineer makes no warranties, express or implied, with respect to the Services under the PSA, and disclaims any liability for implied warranties of any type or kind, including but not limited to implied warranties of fitness or merchantability, and disclaims any liability for special or consequential damages of any type or kind. Within these limitations, Engineer shall not be liable in any way for errors, omissions or negligence unless caused by the sole and exclusive negligence of Engineer. For all PSAs which involve multiple projects or general consultations, or various services for various projects over a period of time, liability shall not exceed the fee actually paid by the Owner for the particular Services on the specific Project or consultation or assignment which forms the basis of the claimed liability and any statute of limitations shall commence upon the completion of the task giving rise to the claim, not the last unrelated service provided under the PSA for general consultation services. To the extent that Engineer may be found liable under the terms of this paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

INSURANCE. Upon Owner's request, Engineer will furnish Owner with a written statement of insurance coverage. No oral representations regarding insurance shall be binding.

SITE ACCESS. Owner shall be solely responsible for obtaining all site access, easements, and permission from third party property owners for Engineer to access the site to perform the Services herein. Owner is solely responsible for any claims arising from the disturbance of surface or subsurface soil or water conditions caused by the performance of Engineer's Services, excepting damages caused by the sole negligence of Engineer. Engineer will take reasonable precautions to avoid damage to underground structures and utilities. Owner indemnifies Engineer from any damage caused by or to underground structures and utilities not called to Engineer's attention, all in accordance with the indemnity provisions herein. Owner shall provide Engineer with a list of all known hazardous substances on site and a list of protective measures in case of exposure, all in compliance with the current Federal, State and Local Right to Know laws and Federal Hazard Communication Standards.

SHOP DRAWINGS AND SUBMITTALS. If shop drawing or submittal review is part of the Services Engineer provides, Engineer will review the shop drawings and submittals only for conformance with the design concept of the project and compliance with the Contract Documents. Unless specifically indicated in writing, this PSA does not include the preparation of record drawings.

REJECTION OF WORK. In the event that the Scope of Services includes construction phase services in the form of site observation, then Engineer shall have the authority to reject any work which is not, in the judgment of the Engineer, in conformance with the Contract Documents, Plans and Specifications. Neither this authority nor Engineer's good faith judgment to reject or not reject any work shall subject Engineer to any liability or cause of action to any contractor, subcontractor, supplier, or Owner on the Project.

SPREAD OF CONTAMINATION. Owner understands and agrees that Engineer shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is substantially caused by the negligence of Engineer. To the extent that Engineer may be found liable under the terms of this Paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

FAILURE TO ENCOUNTER HAZARDOUS MATERIALS. Owner understands that the failure to discover hazardous materials does not guarantee that; (1) hazardous materials do not exist at the project site, and/or (2) that a non-contaminated site may later become contaminated. Although Engineer will use reasonable care and a level of skill ordinarily exercised by members of the profession currently practicing in the city, municipality or political subdivision where the Project is located under similar conditions, Owner agrees that Engineer shall not be responsible for the failure to detect the presence of hazardous materials through techniques and practices commonly used for those purposes.

PERMITS AND APPROVALS. Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. For an additional fee, Engineer may assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research,

attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If Engineer participates in any way with any permitting process, Engineer provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Engineer for all fees and reimbursable expenses under this PSA regardless of the outcome of approval or denial of permits or other approvals.

ADA AND CODE COMPLIANCE. The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, the Engineer will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project. The Engineer does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances and regulations as they may apply to the Project. Owner shall pay Engineer its customary hourly fees plus 1.1 times reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to any existing laws, codes or regulations after the date that this PSA is last signed by the parties.

WAIVER. No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver of such right or remedy and a waiver on any one (1) occasion shall not be construed as a bar to or a waiver of any subsequent breach of the same or any other provision of the agreement on a future occasion. No waiver by Engineer of any breach by Owner of a provision of this PSA shall be deemed a waiver of any other provision hereof or of any subsequent breach by Owner of such provision.

ENFORCEABILITY. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

SEVERABILITY. In the event that any one (1) or more provisions contained in the agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the agreement shall not be affected or impaired.

OWNERSHIP OF INSTRUMENTS OF SERVICE. Engineer's documents prepared pursuant to this PSA, including those in electronic format, are instruments of service. All reports, plans, specifications, computer files, field data, notes and other documents prepared by Engineer as instruments of service shall remain the property of Engineer. Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto and all other intellectual property rights. Owner shall not use or permit the use of said documents on any other project. Owner fully indemnifies Engineer against any and all claims for unauthorized use.

TERMINATION: This PSA may be terminated by either party upon seven (7) calendar days' written notice. Upon termination, Engineer shall be paid by Owner for all Services performed up to the notice of termination, as well as all costs necessary to demobilize from the site.

DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Owner and the Engineer agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute through mediation using a mediator agreed upon between both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then the parties may (1) mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction. The venue for a court resolution will be Kent County, Michigan.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this PSA and the Services provided herein are exclusively for the direct benefit of the Owner indicated above. Owner shall ensure that all other agreements relating to this project reflect that there are no third party beneficiaries to this PSA.

ASSIGNMENT. This is a professional services contract and is non-assignable without the express written consent of Engineer.

MISCELLANEOUS. No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Owner, shall be binding upon Engineer unless agreed to in writing signed by an authorized representative of Engineer, and Engineer expressly rejects all such additional or contrary terms as may be contained in Owner's documents. The terms in this PSA will have precedence over any other terms expressed by the Owner's authorization process such as a purchase order. Engineer's performance is conditioned on Owner's unmodified consent exclusively to this PSA. Engineer shall have the right to correct any errors, whether clerical or mathematical, which are contained in this PSA. Unless otherwise specifically indicated in writing or otherwise required by law and paid for by Owner, there are no Performance or Payment bonds required on this Project. This PSA shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. This PSA shall be governed by the laws of the State of Michigan. This contract sets forth the entire agreement between Engineer and Owner. This is a fully integrated contract.

ELECTRONIC/FACSIMILE SIGNATURES. The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

IN WITNESS WHEREOF, the parties hereto have made and entered into this PSA. To be valid, this PSA must be signed by an authorized representative of Fleis & VandenBrink Engineering, Inc.

OWNER
City of the Village of Clarkston

ENGINEER
FLEIS & VANDENBRINK ENGINEERING, INC.

By: _____
Jonathan Smith
Title: City Manager

By: _____
David DeLind, PE
Title: Regional Manager

By: _____
Title: _____

By: _____
Title: _____

Date: _____

Date: May 6, 2025

ADDITIONAL PROVISIONS - CONSTRUCTION OBSERVATION

1. DEFINITIONS.

- 1.1. Contract Documents shall mean construction agreement(s) between Owner and Contractor(s), including plans, specifications, addenda and change orders.
- 1.2. Contractor shall mean the person or entity providing construction services to Owner, as defined in the Contract Documents.

2. SITE OBSERVATION.

- 2.1. The Engineer shall visit the site as defined in the Scope of Services to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed. Engineer will not be responsible for the means, methods, techniques, and procedures of construction observed during such visits. Engineer will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.
- 2.2. Based solely on Engineer's on-site observations and Engineer's review of the Contractor's applications for payment, Engineer will recommend in writing to Owner payment to the Contractor. Such recommendations of payment to constitute a representation to Owner, based solely on such observation, review and the data comprising such applications, that to the Engineer's knowledge, information and belief, the work has progressed to the point indicated and that to the Engineer's knowledge, information and belief the quality of the work is generally in accordance with the Contract Documents.
- 2.3. Engineer will conduct, in company with Owner, a final review of the Project for conformance with the design concept of the Project, and compliance with the information given by the Contract Documents, and recommend, in writing, payment to the Contractor, on the same basis as set forth above.

3. OWNER RESPONSIBILITIES. Owner will:

- 3.1. Provide full information as to his requirements for the Project. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project, including previous site reports and any other data relative to the design or construction of the Project.

4. SITE SAFETY PROGRAMS AND PRECAUTIONS.

- 4.1. Owner acknowledges that the Contractor, not Engineer, is responsible for initiating, maintaining and supervising all safety programs and all safety precautions in connection with the work.
- 4.2. Engineer shall neither have control over, nor be responsible for, safety programs and precautions in connection with the work, since these are solely the responsibility of the Contractor.
- 4.3. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees at the site, shall impose any duty on the Engineer, nor relieve the Contractor of its responsibility for jobsite safety.

Engineer's Opinion of Costs

Project Number: P50754 Estimate Number: 1: E Church St (S Main to East City Limit) Project Type: Road Rehabilitation Location: Clarkston Church Street Description: S Main to East City Limit	Project Engineer: DJC2 Date Created: 4/30/2025 Date Edited: 4/30/2025 Fed/State #: Fed Item: Control Section:
--	--

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0001	1100001	Mobilization, Max	1.000	LSUM	\$23,600.00	\$23,600.00
0002	2040055	Sidewalk, Rem	190.000	Syd	\$15.00	\$2,850.00
0003	2047011	_ Pavt, Rem, Modified	3,200.000	Syd	\$12.00	\$38,400.00
0004	2057021	_ Undercut, Class 1	50.000	Cyd	\$50.00	\$2,500.00
0005	2080020	Erosion Control, Inlet Protection, Fabric Drop	9.000	Ea	\$200.00	\$1,800.00
0006	3020001	Aggregate Base	70.000	Ton	\$35.00	\$2,450.00
0007	3060020	Maintenance Gravel	25.000	Ton	\$45.00	\$1,125.00
0008	4030004	Dr Structure Cover, Adj, Case 1, Modified	4.000	Ea	\$1,200.00	\$4,800.00
0009	5010025	Hand Patching	10.000	Ton	\$180.00	\$1,800.00
0010	5012025	HMA, 4EML	525.000	Ton	\$125.00	\$65,625.00
0011	5012037	HMA, 5EML	290.000	Ton	\$132.00	\$38,280.00
0012	8030010	Detectable Warning Surface	48.000	Ft	\$50.00	\$2,400.00
0013	8030030	Curb Ramp Opening, Conc	60.000	Ft	\$30.00	\$1,800.00
0014	8032002	Curb Ramp, Conc, 6 inch	960.000	Sft	\$12.00	\$11,520.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0015	8100371	Post, Steel, 3 pound	125.000	Ft	\$10.00	\$1,250.00
0016	8100404	Sign, Type IIIA	100.000	Sft	\$20.00	\$2,000.00
0017	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	48.000	Ft	\$20.00	\$960.00
0018	8110110	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	140.000	Ft	\$6.00	\$840.00
0019	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	4.000	Ea	\$250.00	\$1,000.00
0020	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	4.000	Ea	\$50.00	\$200.00
0021	8120026	Pedestrian Type II Barricade, Temp	8.000	Ea	\$125.00	\$1,000.00
0022	8120035	Channelizing Device, 42 inch, Fluorescent, Furn	50.000	Ea	\$30.00	\$1,500.00
0023	8120036	Channelizing Device, 42 inch, Fluorescent, Oper	50.000	Ea	\$10.00	\$500.00
0024	8120140	Lighted Arrow, Type C, Furn	2.000	Ea	\$1,000.00	\$2,000.00
0025	8120141	Lighted Arrow, Type C, Oper	2.000	Ea	\$200.00	\$400.00
0026	8120170	Minor Traf Devices	1.000	LSUM	\$7,500.00	\$7,500.00
0027	8120350	Sign, Type B, Temp, Prismatic, Furn	200.000	Sft	\$8.00	\$1,600.00
0028	8120351	Sign, Type B, Temp, Prismatic, Oper	200.000	Sft	\$1.00	\$200.00
0029	8120370	Traf Regulator Control	1.000	LSUM	\$7,500.00	\$7,500.00
0030	8167011	_ Slope Restoration, Modified	1,000.000	Syd	\$8.00	\$8,000.00

Estimate Total: \$235,400.00

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Motion - Historic District Commission Appointment

Historic District Commissioner Annette Zemon-Parker resigned from the Commission on April 4, 2025.

The City of the Village of Clarkston has posted a notice relative to the open position on the City Website and the City Facebook site for over three weeks.

Resident Kim Trumbore has expressed interest in the position. No other residents have volunteered.

Motioned by Mayor Sue Wylie and Seconded by _____ to appoint resident Kim Trumbore to fill the open HDC position effective immediately and ending June 30, 2025 (the balance of Annette's term).

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

☐ Motion is Adopted

☐ Motion is Defeated

Jonathan Smith, City Manager

May 27, 2025

Date

DRAFT



THE CITY OF THE VILLAGE OF CLARKSTON

2025/2026 FISCAL YEAR BUDGET

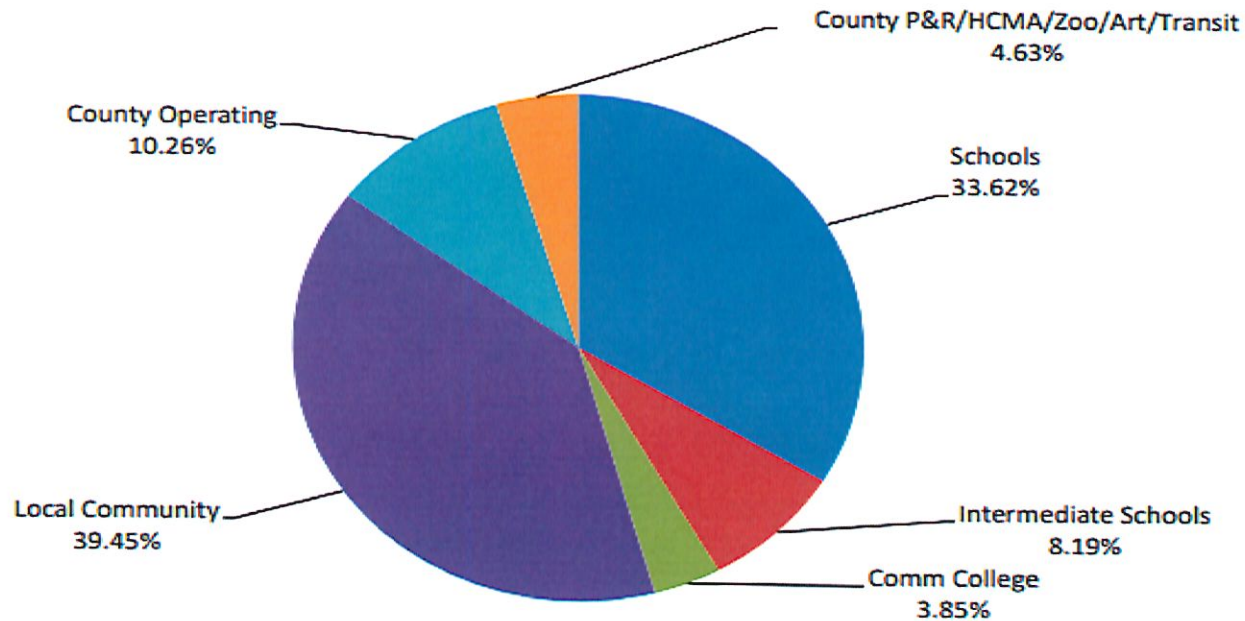
Public Hearing - May 27, 2025



Where Do My Tax Dollars Go?

	Schools	Intermediate Schools	Community College	Local Community	Operations	County P&R/HCMA/ART/TRANSIT	County P&R/HCMA/ZOO
Average Taxable Value†	\$186,000						
Rate	13.0000	3.1658	1.4891	15.2529	3.9686	1.7891	
Tax Dollars	\$2,418.00	\$588.84	\$276.97	\$2,837.04	\$738.16	\$332.77	
*Clarkston Schools	Percentage	33.62%	8.19%	3.85%	39.45%	10.26%	4.63%

City of the Village of Clarkston



†Average Taxable Value represents 50% of the average sales price for recent sales in the community.

*Schools values are calculated using the predominate school district for the community.



25/26 Fiscal Year Budget Challenges

	Challenge Category	24/25 FY Final Budget	25/26 FY INITIAL Estimate	25/26 FY MODIFIED Estimate	Year-over-Year Change		Comments
					Dollar Increase	Percentage Increase	
1.	Oakland County Police Services	\$157,550	\$181,183	\$178,667	\$21,117	13.4%	The tentative agreement with Independence Twp reduces the year-over-year increase by \$2,516.
2.	Oakland County Assessing Services	\$8,600	\$12,906	\$12,906	\$4,306	50.1%	Currently exploring an agreement with Independence Twp that will largely eliminate this increase.
3.	New City Attorney	\$30,000	\$39,475	\$30,000	\$0	0.0%	Based on the completed City Attorney candidate interviews, it is felt that no budget increase is needed.
4.	Building and Inspection Services	\$19,665	\$36,000	\$30,000	\$10,335	52.6%	A tentative agreement with Independence Twp reduces the year-over-year increase by \$6,000.
5.	Administrative Staff Salaries	\$131,793	\$182,853	\$162,105	\$30,312	23.0%	Modifications to the salary proposal have reduced the year-over-year increase by \$20,748.
	Total	\$347,608	\$452,417	\$413,678	\$66,070	19.0%	Overall, the proposed modifications, have reduced the year-over-year increase by \$38,739.



25/26 Fiscal Year Budget Challenges

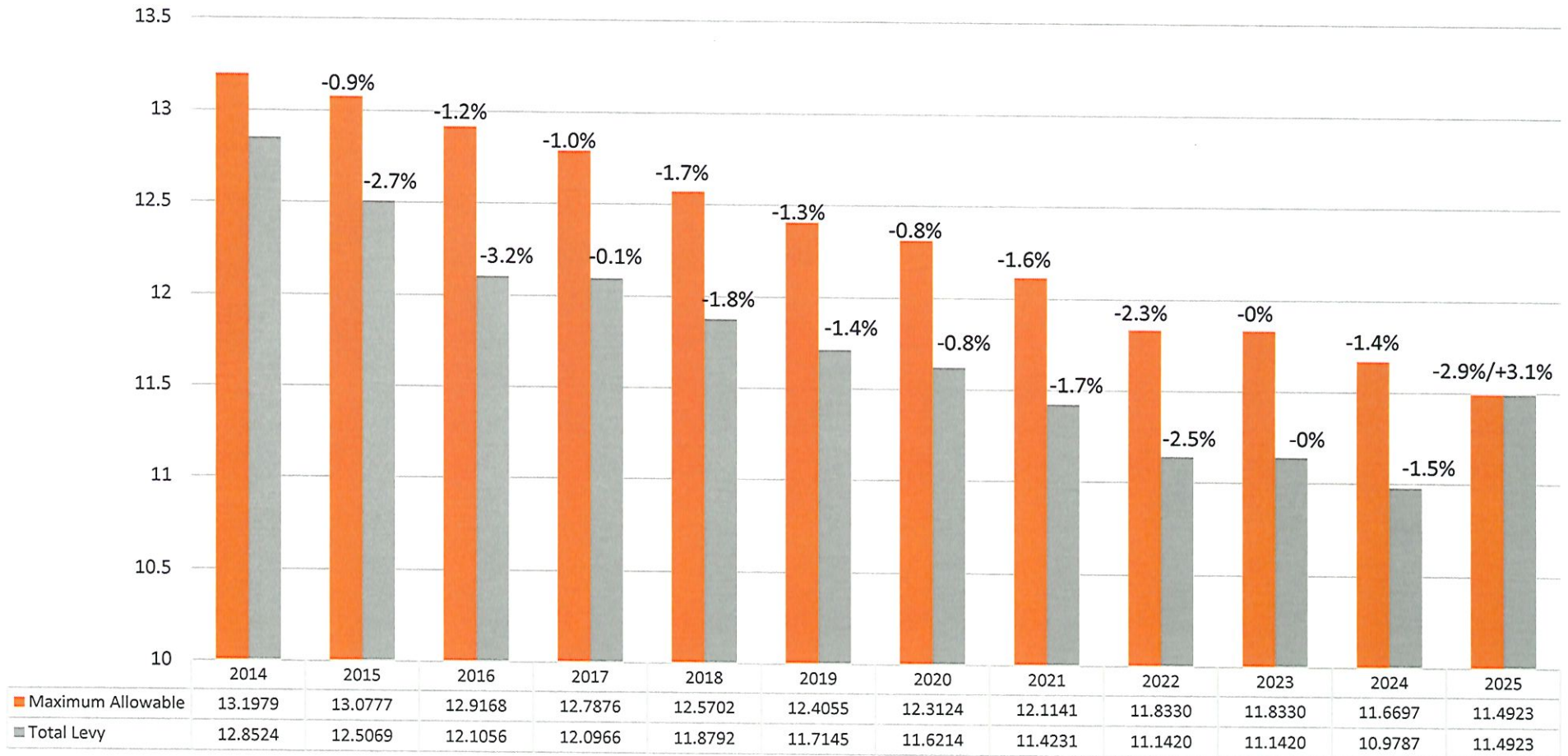
To Fund the \$72,641 Increase, it is Proposed that the Current Library Millage Reduction of 0.691 mills be Removed

- In August 2014, Independence Township and City of the Village of Clarkston voters approved a 1.25 millage to support the Clarkston Independence District (CID) Library.
- To show support for the new millage and partially offset the cost to taxpayers, City Council approved a resolution to reduce the City millage by 0.691 mills.
- Since its passage in 2014, the City millage reduction has returned \$339K to the voters.
- If continued in 2025, the reduction will equate to \$43.9K.
- To assist with the current Budget Challenges, it is proposed that the millage reduction be removed.
- The proposed elimination of the reduction will increase the average annual tax bill in the City by just \$99.59.
- The proposed elimination will not in any way impact the CID Library revenue.



Millage Rates

(Reflecting the Headlee Act Annual Reductions)

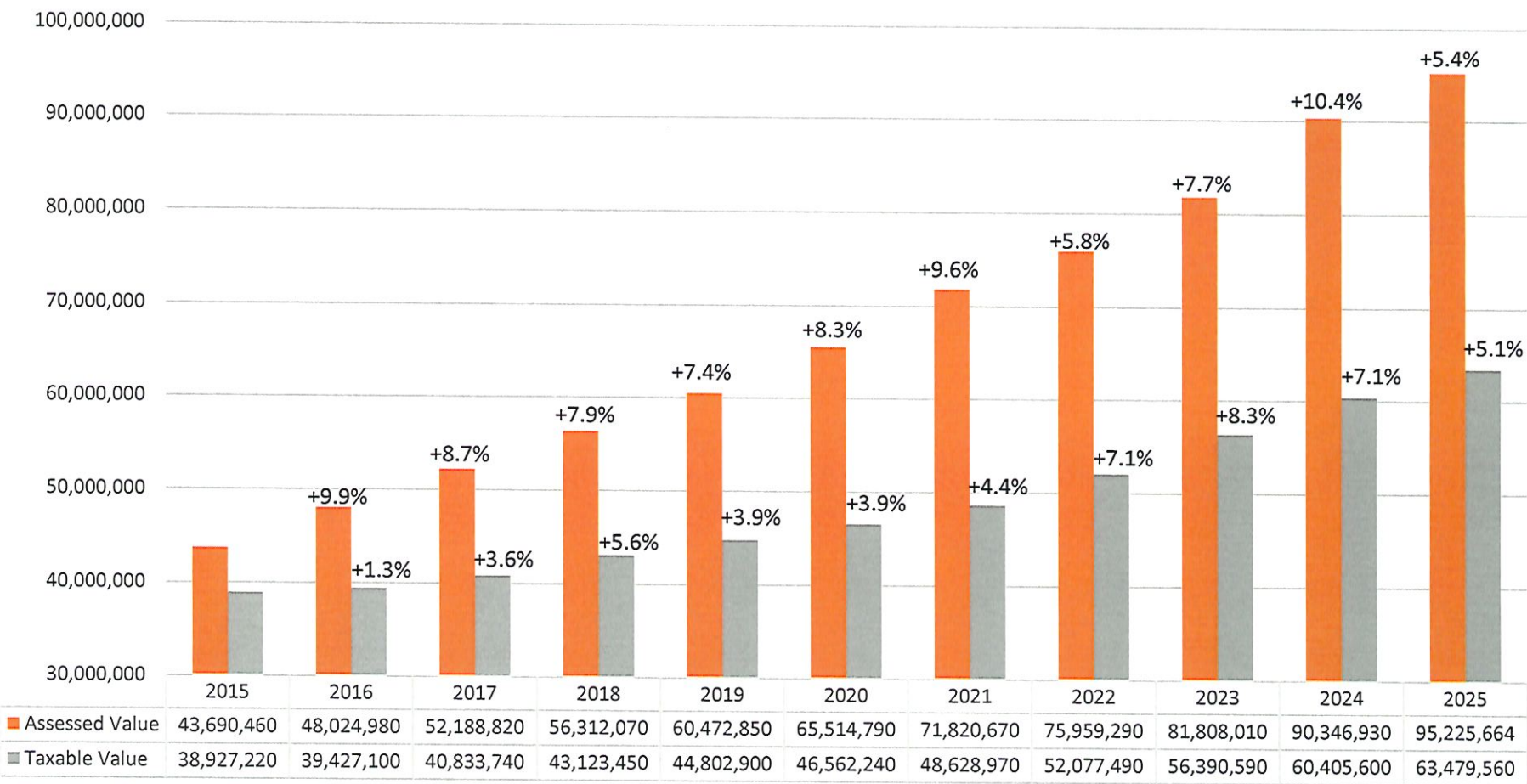


Source: Oakland County Assessors Office



Assessed Value vs Taxable Value

(Reflecting the Proposal A Growth Caps)



Source: Oakland County Assessors Office

- [Property Counts](#)
- [Average Value](#)
- [2025 Change](#)

Proposed FY25/26 Millage:	11.4923
FY25/26 Taxable Value (after Proposal A Cap):	\$63,479,560
Tax Revenue (Millage x Taxable Value / 1,000):	\$729,526



CITY OF THE VILLAGE OF CLARKSTON

Proposed Fiscal Year 2025-2026 Operational Budget

	2024-2025 APPROVED BUDGET	2025-2026 PROPOSED BUDGET	PERCENT CHANGE	EXPLANATION OF SIGNIFICANT CHANGES
Fund 101 - GENERAL				
REVENUE				
CURRENT TAX REVENUES	646,636	722,231	11.7%	Updated taxable values, no CIDL reduction
INTEREST & PENALTY REVENUES	388	736	89.7%	
CABLE TV REVENUES	14,766	14,309	-3.1%	
IN-KIND FEES/PEG FEES AT&T	4,126	3,887	-5.8%	Projected permit activity
PERMIT FEES	24,699	28,000	13.4%	
DOG LICENSES REVENUE	0	0	0.0%	
P- GRANTS	0	0	0.0%	No longer offered
COMM DEV BLOCK GRANT - CDBG	7,000	7,000	0.0%	
LOCAL COMMUNITY STABILIZATION SHARE-PP	4,275	4,000	-6.4%	
ENHANCED ACCESS REVENUE SHARING	1,009	1,310	29.8%	Michigan Revenue Sharing improvements
STATE REVENUE SHARING/SALES TAX	109,113	107,229	-1.7%	
STATE LIQUOR CONTROL COMM	3,507	0	-100.0%	
DISTRICT COURT REVENUE	3,676	3,708	0.9%	
INTEREST EARNED	1,782	1,858	4.3%	
DIVIDENDS AND REBATES	1,400	1,400	0.0%	
GAZEBO RENTALS	4,500	4,500	0.0%	
EQUIPMENT RENTAL	26,000	26,000	0.0%	
MISCELLANEOUS INCOME	1,500	1,500	0.0%	
SPECIAL EVENTS REVENUE	2,500	2,500	0.0%	
CHRISTMAS MARKET	0	1,500	0.0%	
TOTAL REVENUE	\$856,877	\$931,668	8.7%	



CITY OF THE VILLAGE OF CLARKSTON

Proposed Fiscal Year 2025-2026 Operational Budget

	2024-2025 APPROVED BUDGET	2025-2026 PROPOSED BUDGET	PERCENT CHANGE	EXPLANATION OF SIGNIFICANT CHANGES
Fund 101 - GENERAL, continued				
APPROPRIATIONS				
COUNCIL	12,250	11,250	-8.2%	
ADMINISTRATION	103,209	123,304	19.5%	Based on Salary Study recommendations
CLERK	47,869	57,427	20.0%	Based on Salary Study recommendations
AUDIT	12,500	13,500	8.0%	
BOARD OF REVIEW	0	0	0.0%	
CHRISTMAS MARKET	2,500	2,500	0.0%	
TREASURER	42,694	50,166	17.5%	Based on Salary Study recommendations
ASSESSOR	8,600	12,906	50.1%	Oakland County Commissioners Increase
ELECTIONS	8,506	6,150	-27.7%	Local-Only Election this year
BUILDING AND GROUNDS	80,646	78,444	-2.7%	
ATTORNEY	30,000	30,000	0.0%	
INSURANCE	17,785	17,856	0.4%	
POLICE	157,550	178,667	13.4%	Overall 13.4% increase anticipated
CODE ENFORCEMENT	4,000	0	-100.0%	
FIRE	186,202	201,590	8.3%	Overall 8.3% increase anticipated
BUILDING INSPECTION	30,255	30,000	-0.8%	
DPW	39,259	49,171	25.2%	
HIGHWAY, STREETS, BRIDGES	26,282	24,713	-6.0%	
STREET LIGHTING	17,500	20,646	18.0%	
WATERSHED COUNCIL	875	1,000	14.3%	
PLANNING	20,000	15,250	-23.8%	
HISTORIC DISTRICT	2,000	750	-62.5%	
DEBT SERVICE	2,814	2,050	-27.1%	
TRANSFERS OUT	0	0	0.0%	
TOTAL APPROPRIATIONS	\$853,296	\$927,340	8.7%	
NET OF REVENUES/APPROPRIATIONS	\$3,581	\$4,328	0.1%	



CITY OF THE VILLAGE OF CLARKSTON

Proposed Fiscal Year 2025-2026 Operational Budget

	2024-2025 APPROVED BUDGET	2025-2026 PROPOSED BUDGET	PERCENT CHANGE	EXPLANATION OF SIGNIFICANT CHANGES
Fund 202 - MAJOR STREET (Main, Clarkston Rd, Waldon, W. Wash., S. Holcomb)				
REVENUE				
STATE SHARED REVENUES	87,425	88,000	0.7%	
TOTAL REVENUE	\$87,425	\$88,000	0.7%	
APPROPRIATIONS				
NON-WINTER	22,996	26,079	13.4%	
TRAFFIC	9,250	7,000	-24.3%	
WINTER	35,264	41,971	19.0%	
PLANNING	2,000	2,000	0.0%	
TRANSFER OUT (to 203 LOCAL STREET)	7,713	10,000	29.7%	
TOTAL APPROPRIATIONS	\$77,223	\$87,050	12.7%	
NET OF REVENUES/APPROPRIATIONS	\$10,202	\$950	-12.1%	
Fund 203 - LOCAL STREET (E. Wash., Church, Buffalo, N. Holcomb, Miller, Robertson Ct., Middle Lk, Overlook, Madison Ct., Wompole, Pineh)				
REVENUE				
STATE SHARED REVENUES	30,717	31,000	0.9%	
TRANSFER IN (from 203 FUND BALANCE)	7,713	10,000	0.0%	
TRANSFER IN (from 202 MAJOR STREET)	100,000	100,000	0.0%	
TOTAL REVENUE	\$138,430	\$141,000	1.9%	
APPROPRIATIONS				
ROAD COMMISSION/STREET DEPT (ACT 51)	100,000	100,000	0.0%	
NON-WINTER	12,684	13,961	10.1%	
TRAFFIC	5,100	5,000	-2.0%	
WINTER	18,557	20,421	10.0%	
PLANNING	2,000	1,000	0.0%	
STREET PAVING	0	0	0.0%	
TOTAL APPROPRIATIONS	\$138,341	\$140,382	1.5%	
NET OF REVENUES/APPROPRIATIONS	\$89	\$618	0.4%	



CITY OF THE VILLAGE OF CLARKSTON

Proposed Fiscal Year 2025-2026 Capital Project Appropriations

5/19/2025

FUNDING SOURCES				
FUND BALANCE	PARKING FUND	MAJOR ROAD FUND	LOCAL ROAD FUND	TOTAL
\$309,479	\$142,007	\$54,925	\$133,731	\$640,142

Fund 401 - CAPITAL PROJECT FUND

PROFESSIONAL & CONTRACTUAL SERVICES	\$3,500				
TREE PLANTING	\$5,000				\$5,000
STREET SIGNS & POSTS	\$1,000				\$1,000
SAFETY CROSSWALK PAINT/TAPE	\$5,200				\$5,200
OFFICE FURNITURE	\$1,000				\$1,000
PROFESSIONAL & CONTRACTUAL SERVICES:					
Storm Drain Repairs and Lining	\$25,000				\$25,000
Computer Scanning	\$35,000				\$35,000
SIDEWALK REPAIR	\$0				\$0
ROAD RESURFACING (E.Church, Miller)		\$70,000		\$100,000	\$170,000
SECURITY SYSTEMS AND CAMERA	\$5,000				\$5,000
ELECTRONIC SPEED CONTROL & MAINT.	\$2,500				\$2,500
TOTAL PROPOSED APPROPRIATIONS	\$83,200	\$70,000	\$0	\$100,000	\$253,200



Significant Sources & Uses

SOURCES	USES
\$100,000 from the Local Road Fund	\$170,000 for the repaving of E. Church and W. Miller
\$83,200 from the Fund Balance	\$35,000 for Document Scanning (one-time scan of historic documents)
\$75,595 Increase in Tax Revenue due to Taxable Value increases and removal of the CIDL millage reduction	\$33,180 for Administrative salary increases based on a 3rd-party, independent salary study
\$70,000 from the Parking Fund	\$25,000 for Storm Drain repairs and pipe lining
	\$8,620 to convert the part-time DPW Laborer to full-time to facilitate more DPW work
	Re-open the City Offices on Friday's



FY24/25 Projected Fund Balance

Starting Fund Balance as of July 1, 2024 *	\$268,527
Projected 24/25 FY 101 Revenue	\$1,006,053
Projected 24/25 FY 101 Expenditures	\$966,564
Net of Revenue/Expenditures	\$39,489
Projected Ending Fund Balance as of June 30, 2025	\$308,016
Projected Ending Fund Balance as a Percent of the FY 24/25 Operational Expenditures	31.9%

* From the June 30, 2024 Audit



FY25/26 Projected Fund Balance

Projected Starting Fund Balance as of July 1, 2025	\$308,016
Projected 25/26 FY 101 Revenue	\$930,168
Projected 25/26 FY 101 Expenditures	\$927,343
Projected 25/26 FY 401 Expenditures	\$83,200
Net of Revenue/Expenditures	(\$80,375)
Projected Ending Fund Balance as of June 30, 2026	\$227,641
Projected Year-End Fund Balance as a % of FY 25/26 Operational Expenditures	24.5%



City of the Village of Clarkston

Annual & Hourly Pay Schedule Required by the Appropriations Act

Position		2024/2025 FY Proposed Budget		2025/2026 FY Proposed Budget		Year-over-Year Increase		Comments
		Annual (straight-time)	Hourly Wage	Annual (straight-time)	Hourly Wage	Dollar Change	Percent Change	
Administration	City Manager	\$44,990	28.84	\$58,225	34.99	\$13,235	29.4%	Salary increases based on a 3rd-party, Independent Salary Study in order to attract and retain the administrative employees
	City Treasurer	\$33,320	21.36	\$40,000	24.04	\$6,680	20.0%	
	City Clerk	\$38,220	24.50	\$50,000	30.05	\$11,780	30.8%	
	Administrative Assistant	\$12,395	19.30	\$13,880	21.42	\$1,485	12.0%	
	Administration Sub-Total	\$128,925		\$162,105		\$33,180	25.7%	
Department of Public Works (DPW)	DPW Supervisor	\$55,120	26.50	\$58,240	28.00	\$3,120	5.7%	Increase to be competitive with Independence Township
	DPW Laborer	\$29,985	18.02	\$38,605	18.56	\$8,620	28.7%	Converted to a full-time employee
	DPW Sub-Total	\$85,105		\$96,845		\$11,740	13.8%	
Grand Total		\$214,030		\$258,950		\$44,920	21.0%	14



CITY OF THE VILLAGE OF CLARKSTON

CAPITAL IMPROVEMENT PLAN (CIP)

#	CATEGORY	COMMENTS	2025-2026 PROPOSED BUDGET	CAPITAL IMPROVEMENT PLAN YEARS					Priority	Funding Source (City, Parking, Grants)
				2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	Urgent	
				Request	Request	Request	Request	Request	Important Desirable	
1	TREE PLANTING	Replace dead or damaged City trees	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	Important	City
2	STREET SIGNS & POSTS	Maintenance of sign posts	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	Important	City
3	SAFETY CROSSWALK PAINT/TAPE	Ongoing effort	\$5,200	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	Important	City
4	PROFESSIONAL & CONTRACTUAL SERVICES	General Infrastructure repairs	\$3,500	\$3,500	\$5,000	\$5,000	\$5,000	\$5,000	Important	City
5	REPAIR & RESURFACING OF ROADS	Per the RAMP report filed in 2019	\$170,000	\$100,000	\$0	\$80,000	\$0	\$80,000	Urgent	Parking, Local Road
6	COMPLETE STREETS	Improved walk and bike ability	\$0	\$0	\$0	\$0	\$0	\$0	Desirable	City, Parking, Grants
7	SIDEWALK CUTTING & REPLACEMENT	Critical replacements and maintenance	\$0	\$5,000	\$25,000	\$5,000	\$5,000	\$5,000	Important	Parking
8	RESURFACING OF PARKING LOTS	Resurface and maintenance of Washington lot	\$0	\$0	\$85,000	\$0	\$0	\$0	Important	Parking
9	RESURFACING OF PARKING LOTS	Resurface and maintenance of Depot lot	\$0	\$80,000	\$0	\$0	\$0	\$0	Important	Parking
10	MAIN STREET STREETLIGHT EXPANSION	N. Main in 27/28, S. Main in 28/29	\$0	\$0	\$75,000	\$75,000	\$0	\$0	Desirable	Grants, Donations
11	COMPUTER HARDWARE UPGRADES	Replace/upgrade hardware every 3 years	\$0	\$0	\$6,000	\$0	\$0	\$0	Desirable	City
12	ELECTRONIC SPEED CONTROL	"Your Speed" Signage	\$2,500	\$0	\$3,000	\$0	\$3,000	\$0	Important	City, Grants
13	DPW TRUCKS & LARGE EQUIPMENT	Truck replacements	\$0	\$0	\$0	\$0	\$0	\$0	Important	City, Grants



CITY OF THE VILLAGE OF CLARKSTON

CAPITAL IMPROVEMENT PLAN (CIP)

#	CATEGORY	COMMENTS	2025-2026 PROPOSED BUDGET	CAPITAL IMPROVEMENT PLAN YEARS					Priority	Funding Source (City, Parking, Grants)
				2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	Urgent	
				Request	Request	Request	Request	Request	Important Desirable	
14	DEPOT PARK GAZEBO & PATHWAYS	Gazebo and pathway maintenance	\$0	\$2,000	\$0	\$0	\$2,000	\$0	Desirable	City, Donations
15	OFFICE FURNITURE	Repair/replace City office furniture	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	Desirable	City
16	PARKING KIOSKS	Replace Washington Kiosk in 25/26	\$0	\$9,000	\$0	\$0	\$0	\$0	Desirable	Parking
17	SECURITY SYSTEM & CAMERAS	City safety and security	\$5,000	\$0	\$0	\$7,500	\$0	\$0	Important	City, Donations
18	SEWER & STORM DRAIN REPAIRS	Storm Drain Repairs or Lining	\$25,000	\$40,000	\$0	\$0	\$0	\$0	Important	City
19	MILL POND DAM REPAIRS	Mill Pond Dam Repairs	\$0	\$0	\$0	\$0	\$0	\$0	Important	City, Grants, Donations
20	PERMANENT CULTURAL & ART DISPLAYS	Per Master Plan	\$0	\$0	\$5,000	\$0	\$0	\$0	Desirable	Grants, Donations
21	HISTORIC MARKERS / TOUR SOFTWARE	Per Master Plan	\$0	\$0	\$0	\$0	\$0	\$0	Desirable	Grants, Donations
22	OFFICE EFFICIENCY	Scanning & storage of City documents	\$35,000	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	Important	Grants, Donations
TOTAL			\$253,200	\$252,000	\$216,500	\$185,000	\$27,500	\$102,500		

\$170,000	\$100,000	\$0	\$80,000	\$0	\$80,000	Urgent
\$82,200	\$140,000	\$129,500	\$29,000	\$24,500	\$21,500	Important
\$1,000	\$12,000	\$87,000	\$76,000	\$3,000	\$1,000	Desirable