

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 – July 28, 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:

TBD

- 7. City Manager's Report
- 8. Consent Agenda:

Final Minutes of the June 23, 2025 Regular Meeting Draft Minutes of the July 14, 2025 Regular Meeting Treasurer's Report July 28, 2025

9. Unfinished Business:

a. None

10. New Business:

- a. Presentation: Main Street Oakland County Accreditation Certificate
- b. Discussion: Draft Tree Ordinance (from the Planning Commission)
- c. Resolution: Acceptance of the Revised Intergovernmental Agreement for Fire Services

11. 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.

City of the Village of Clarkston City Manager Report July 28, 2025

Building Services Agreement

In their July 22nd Board Meeting, the Independence Township Board approved the agreement previously approved by City Council to provide building services to the City. With this approval, the steps to officially transition building services, including permitting, inspections and code enforcement to the Township have begun. The City website will soon be updated to notify residents and contractors of this change. In parallel to this transition, Requests for Quotes from other Building Services providers are being sought as requested by Council.

City Manager Conference

This week I attended the summer conference of the Michigan Municipal Executives focused on providing education and guidance to City Managers throughout the state. Some of the topics covered included new trends in effective communication with residents, inclusive designs, addressing material cost increases caused by tariffs and other market volatility, roles of City vs County governments, community revitalization, strategic planning, and setting boundaries to avoid employee burnout. Approximately 170 City Managers were in attendance.

Historic District Commissioner Sought

The City is still seeking a resident to fill an open seat on the Historic District Commission. Interested parties are asked to call the City Office to learn more.

New Office Phones

Last week a new office phone system was installed by Utel USA, providing improved functionality while at the same time lower annual costs. All of the existing City phone numbers remain unchanged.

Respectfully submitted, Jonathan Smith, City Manager, July 25, 2025



City of the Village of Clarkston

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

Final Minutes of the June 23, 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: Mayor Sue Wylie, Erica Jones, Ted Quisenberry and Gary Casey.
- Councilmembers Absent: Mayor Pro Tem Rodgers, Al Avery, Amanda Forte.
- Others Present: Jonathan Smith, City Manager, Angie Guillen, Election Director, Sgt. John Ashley, Attorney's Tom Ryan, Gerald Fisher and Kristin Kolb.

4. Approval of Agenda:

Motion by Quisenberry, Support by Jones, to approve the agenda as presented.
 All Aye. Nay - None.
 MOTION CARRIED 4-0

5. Public Comments:

• Public comment was held.

6. FYI:

• City Hall Shred Event June 26th 11:00 AM to 1:00 PM

7. City Manager Report

- Status of Grant Applications
- Fourth of July Parade
- Replacement Depot Park Drinking Fountain
- Memorial Tree Replacements
- Miller Road
- Second Free Shredding Event June 26th

8. Sherriff's Report for May 2025

• Sgt Ashley reported on citations and accidents are up.

9. Consent Agenda

- Final Minutes of May 27, 2025, Regular Meeting
- Draft Minutes of June 9, 2025, Regular Meeting
- Treasurer's Report June 23, 2025

Motion by Jones, Support by Casey, to approve the Consent Agenda as presented. All Aye. MOTION CARRIED 4-0

10. Unfinished Business:

a. None

11. New Business:

- a. Resolution: Interlocal Agreement with Independence Township for Police Services Resolved by Quisenberry, Support by Jones, that the City of the Village of Clarkston hereby authorizes either Mayor Sue Wylie or City Manager Jonathan Smith to sign and execute the new Police Services agreement with Independence Township. VOTE: Casey, Jones, Quisenberry, and Wylie All Aye. Nay None. RESOLUTION CARRIED, 4-0.
- b. Resolution: Interlocal Agreement with Independence Township for Fire Services Resolved by Jones, Support by Casey, that the City of the Village of Clarkston hereby authorizes either Mayor Sue Wylie or City Manager Jonathan Smith to sign and execute the new Fire Services agreement with Independence Township. VOTE: Quisenberry, Wylie, Jones, and Casey All Aye. Nay None. RESOLUTION CARRIED, 4-0.
- c. Resolution: Interlocal Agreement with Independence Township for Building Services Resolved by Jones, Support by Quisenberry, that the City of the Village of Clarkston hereby authorizes Mayor Sue Wylie to sign and execute the new Building and Code Enforcement Services agreement with Independence Township. VOTE: Jones, Quisenberry, Wylie and Casey – All Aye. Nay – None. RESOLUTION CARRIED, 4-0.
- d. Motion: Planning Commission, Zoning Board of Appeals, and Historic District Commission Appointments or Renewals Motion by Jones, Support by Wylie, to accept the listed nominations for Planning Commission, Zoning Board of Appeals, and Historic District Commission Appointments. All Aye. Nay – None. MOTION CARRIED, 4-0.
- e. Proclamation: Thomas J. Ryan, retiring City Attorney
- f. Introduction: Gerald Fisher and Kristin Kolb, new City Attorneys

12. Motion: Adjourn Meeting at 7:44 P.M.

 Motion by Quisenberry, Support by Jones to adjourn. VOTE: All Aye. Nay – None. MOTION CARRIED 4-0.

Respectfully Submitted by Angie Guillen, Election Director.



City of the Village of Clarkston

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

Draft Minutes of the July 14, 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: Mayor Wylie, Mayor Pro Tem Rodgers, Avery, Casey, Forte, and Jones.
- Councilmembers Absent: Ted Quisenberry.
- Others Present: Jonathan Smith, City Manager, Angie Guillen, City Clerk, Evelyn Bihl, Deputy Clerk, Sgt. John Ashley, and Attorney Gerald Fisher.

4. Approval of Agenda:

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

5. Public Comments:

• Public comment was held.

6. FYI:

• Clarkston Garden Walk & Artisan Market, July 16th, 11:00 AM to 7:00 PM

7. City Manager Report

- Tree Plantings and Replacements
- Beaver Update
- Accessory Dwelling Units
- Interactive Forms on the City Website
- ADA Complaint at Deer Lake Beach

- Historic District Commission Sought
- Chamber of Commerce Lunch Mixer
- Office Work

8. Sherriff's Report for May 2025

Sgt Ashley reported on citations and discussed challenges with the road closures.

9. Consent Agenda

- Final Minutes of June 9, 2025, Regular Meeting
- Draft Minutes of June 23, 2025, Regular Meeting
- Treasurer's Report July 14, 2025

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

10. Unfinished Business:

a. None

11. New Business:

- a. Discussion: Traffic Congestion in the City
 City Manager Smith gave a thorough update on the road closures and explained the challenges with policing and future expressway closures upcoming mid-August.
- Resolution: FOIA Fee Refund
 Resolved by Avery, Support by Jones, that the City Council of the City of the Village of
 Clarkston hereby authorizes a refund of two hours (\$42.00) to Ms. Bisio towards the cost of
 completing the May 14th FOIA request. VOTE: Casey, Avery, Wylie, Rodgers and Jones All
 Aye. Nay Forte. RESOLUTION CARRIED, 5-1.
- c. Resolution: Purchase of City Sign Replacements and Parts Resolved by Jones, Support by Forte, that the City Council of the City of the Village of Clarkston hereby authorizes the purchase of replacement sign panels and parts totaling \$4,376.12 from ASI Signage funded by the Street Signs & Post Budget (401-446-819-000). VOTE: Casey, Forte, Jones, Rodgers, Avery and Wylie – All Aye. Nay – None. RESOLUTION CARRIED, 6-0.
- d. Resolution: 24/25 FY Budget Amendment Motion by Jones, Support by Forte, that the City Council of the City of the Village of Clarkston hereby authorizes the City Treasurer to complete a 24/25 FY Budget Amendment in the amount of \$24,285.25 as detailed in the attached schedule. VOTE: Rodgers, Forte, Jones, Casey, Avery and Wylie, All Aye, Nay – None, RESOLUTION CARRIED, 6-0.

12. Motion: Adjourn Meeting at 8:00 P.M.

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

Respectfully Submitted by Angie Guillen, City Clerk.

Treasurer's Report

- I. Revenue/Expenditure Actual vs. Budget as of 06/30/2025 General Fund 101
- II. Revenue/Expenditure Actual vs. Budget as of 06/30/2025 Major Roads Fund 202
- III. Revenue/Expenditure Actual vs. Budget as of 06/30/2025 Local Roads Fund 203
- IV. Revenue/Expenditure Actual vs. Budget as of 06/30/2025 Capital Projects Fund 401

TREASURER'S DOCUMENTS FOR MEETING - NEW BUSINESS:

| VI. Invoices for review | | |
|---------------------------------|----------------------|----------|
| Carlisle Wortman - | | |
| Monthly Retainer (June 2025) | \$ | 1,638.73 |
| Code Enforcement (June 2025) | \$ \$ \$ | 639.21 |
| 2025 Planning Consultation | \$ | - |
| 2025 General Consultation | \$ | - |
| Sub Total | \$ | 2,277.94 |
| HRC - | | |
| MS4 Permit Assistance | \$ \$ | - |
| Professional | \$ | 72.16 |
| Sub Total | \$ | 72.16 |
| Tom Ryan- | | |
| Court/Prosecution June 2025 | \$ | =: |
| Professional Services June 2025 | \$ \$ \$ | |
| | \$ | - |
| Sub total Invoices for review | \$ | 2,350.10 |
| VII. Other Checks for Review | | |
| | \$ | - |
| | \$ | _ |
| | \$ \$ \$ \$ | _ |
| | \$ | - |
| | | |
| Total Other Checks for Review | \$ | - |
| Grand Total | \$ | 2,350.10 |

DB: Clarkston

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 06/30/2025

Page: 1/10

| GL NUMBER | DESCRIPTION | 2024-25 ORIGINAL BUDGET | 2024-25 AMENDED BUDGET | YTD BALANCE 06/30/2025 | AVAILABLE BALANCE | % BDGT USED |
|----------------------------|--|-------------------------------|---------------------------|---------------------------|----------------------|----------------|
| Fund 101 - GENERAL | | | | | | |
| Revenues | | | | | | |
| Dept 000 - GENERAL | | | | | | |
| 101-000-402.000 | CUDDEUM MALL DELEMENT | Carrieron Industrial States | | | | |
| 101-000-402.000 | CURRENT TAX REVENUES | 646,636.00 | 646,636.00 | 653,005.81 | (6,369.81) | 100.99 |
| | 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 | 8,807.27 | 5,958.73 | 59.65 |
| 101-000-491.000 | IN-KIND FEES/PEG FEES AT&T | 4,126.00 | 4,126.00 | 2,238.30 | 1,887.70 | 54.25 |
| 101-000-492.000 | PERMIT FEES | 24,699.00 | 24,699.00 | 25,847.00 | (1,148.00) | 104.65 |
| 101-000-493.000 | FOIA FEES | 0.00 | 0.00 | 63.00 | (63.00) | 100.00 |
| 101-000-503.000 | P- GRANTS | 0.00 | 0.00 | 66,277.54 | (66, 277.54) | 100.00 |
| 101-000-522.000 | COMM DEV BLOCK GRANT - CDBG | 7,000.00 | 7,000.00 | 7,000.00 | 0.00 | 100.00 |
| 101-000-573.000 | LOCAL COMMUNITY STABILIZATION SHARE-PP | 4,275.00 | 4,275.00 | 4,508.82 | (233.82) | 105.47 |
| 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 | 89,609.00 | 19,504.00 | 82.12 |
| 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 | 3,312.04 | 363.96 | 90.10 |
| 101-000-665.000 | INTEREST EARNED | 1,782.00 | 1,782.00 | 4,664.17 | (2,882.17) | 261.74 |
| 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 | 4,725.00 | (225.00) | 105.00 |
| 101-000-667.001 | EQUIPMENT RENTAL | 26,000.00 | 26,000.00 | 25,042.47 | 957.53 | 96.32 |
| 101-000-670.000 | MISCELLANEOUS INCOME | 1,500.00 | 1,500.00 | 98,644.00 | (97,144.00) | |
| 101-000-670.001 | SPECIAL EVENTS REVENUE | 2,500.00 | 2,500.00 | 3,000.00 | (500.00) | 120.00 |
| | | | | | | |
| Total Dept 000 - GENERAL | 5-3-3- | 856,877.00 | 856,877.00 | 200 072 26 | /1 /2 005 05 | |
| | | 030,077.00 | 836,877.00 | 999,973.36 | (143,096.36) | 116.70 |
| Dept 248 - HOLIDAY MARKET | | | | | | |
| 101-248-674.000 | CONTRIBUTIONS | 2.22 | | | | |
| 101-240-074.000 | CONTRIBUTIONS | 0.00 | 0.00 | 2,286.00 | (2,286.00) | 100.00 |
| | | | | | | |
| Total Dept 248 - HOLIDAY M | ARKET | 0.00 | 0.00 | 2,286.00 | (2,286.00) | 100.00 |
| | | | | 2,200.00 | (2,200:00) | 100.00 |
| TOTAL REVENUES | | | | | | |
| TOTAL REVENUES | | 856,877.00 | 856,877.00 | 1,002,259.36 | (145,382.36) | 116.97 |
| | | | | | | |
| Expenditures | | | | | | |
| Dept 101 - COUNCIL/MAYOR | | | | | | |
| 101-101-805.001 | PROFESSIONAL & CONTRACTUAL SERVICES | 7,750.00 | 7,125.00 | 7,125.00 | 0.00 | 100.00 |
| 101-101-955.000 | MISC EXPENSE | 1,000.00 | 34.00 | 14.00 | 20.00 | 41.18 |
| 101-101-958.000 | DUES & CONFERENCES | 3,500.00 | 3,470.00 | 3,282.00 | 188.00 | 94.58 |
| | | | | | 200.00 | 31.30 |
| Total Dept 101 - COUNCIL/M | AYOR | 12,250.00 | 10 630 00 | 10 401 00 | 200.00 | |
| | | 12,230.00 | 10,629.00 | 10,421.00 | 208.00 | 98.04 |
| Dept 172 - ADMINISTRATION | | | | | | |
| 101-172-701.002 | WAGES - ADMIN ASSISTANT | 12,395.00 | 21 005 00 | 10 405 00 | 0 500 01 | |
| 101-172-703.003 | SALARY - CITY MANAGER | 44,990.00 | 21,095.00 44,990.00 | 18,485.99 | 2,609.01 | 87.63 |
| 101-172-714.000 | MERS - EMPLOYER MATCH | 5,521.00 | | 44,990.40 | (0.40) | 100.00 |
| 101-172-715.000 | CITY FICA EXPENSE | 4,390.00 | 5,521.00 | 3,211.23 | 2,309.77 | 58.16 |
| 101-172-719.000 | CITY SUTA MESC EXPENSE | 100.00 | 4,390.00 | 4,855.96 | (465.96) | 110.61 |
| 101-172-722.000 | WORKMAN'S COMPENSATION | 2,194.00 | 100.00 | 11.04 | 88.96 | 11.04 |
| 101-172-726.000 | SUPPLIES | 5,180.00 | 2,194.00 | 2,908.00 | (714.00) | 132.54 |
| 101-172-727.001 | POSTAGE | 325.00 | 5,180.00 | 5,388.70 | (208.70) | 104.03 |
| 101-172-805.001 | PROFESSIONAL & CONTRACTUAL SERVICES | 4,919.00 | 325.00 | 390.09 | (65.09) | 120.03 |
| 101-172-850.000 | TELEPHONE EXPENSE | | 4,919.00 | 7,621.65 | (2,702.65) | 154.94 |
| 101-172-852.000 | TECHNOLOGY/INTERNET EXPENSE | 9,622.00 8,373.00 | 9,622.00 | 10,991.46 | (1,369.46) | 114.23 |
| 101-172-860.000 | MILEAGE/CONFERANCE | 1,300.00 | 8,373.00 1,300.00 | 7,878.12 | 494.88 | 94.09 |
| 101-172-941.000 | RICOH COPIER LEASE | 1,800.00 | 1,800.00 | 1,609.88 | (309.88) | 123.84 |
| | | 1,000.00 | 1,000.00 | 1,457.33 | 342.67 | 80.96 |
| | | | | | | |

DB: Clarkston

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

Page: 2/10

PERIOD ENDING 06/30/2025

2024-25 ORIGINAL 2024-25 YTD BALANCE AVAILABLE % BDGT GL NUMBER DESCRIPTION BUDGET AMENDED BUDGET 06/30/2025 BALANCE USED Fund 101 - GENERAL Expenditures 101-172-958.000 DUES & CONFERENCES 2,100.00 2,100.00 2,107,31 (7.31) 100.35 Total Dept 172 - ADMINISTRATION 103.209.00 111.909.00 111,907.16 1.84 100.00 Dept 215 - CLERK 101-215-703.001 SALARY - CLERK 38,220.00 38,220.00 43,916,98 (5.696.98)114.91 101-215-715.000 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 4.357.64 1,142.36 79.23 101-215-958.000 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 48,658,84 (789.84)101.65 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 247 - BOARD OF REVIEW 101-247-801.000 BOARD OF REVIEW PROFESSIONAL FEES 0.00 30.00 30.00 0.00 100.00 Total Dept 247 - BOARD OF REVIEW 0.00 30.00 30.00 100.00 0.00 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 34,569.00 (1,249.00) 103.75 101-253-715.000 CITY FICA EXPENSE 2,549.00 2,549.00 2,644,53 (95.53)103.75 101-253-719.000 CITY SUTA MESC EXPENSE 25.00 25.00 6-65 18.35 26.60 101-253-726.000 SUPPLIES 1,200.00 1,200.00 949.21 250.79 79.10 101-253-853.000 COMPUTER SUPPORT 4,000.00 4,000.00 3,607.13 392.87 90.18 101-253-958.000 DUES & CONFERENCES 1,200.00 1,200.00 254.00 946.00 21.17 101-253-960.000 BANK FEES 400.00 400.00 307.50 92.50 76.88 Total Dept 253 - TREASURER 42,694.00 42,694.00 42,338,02 355.98 99.17 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 1,100.00 155.23 944.77 14.11 101-262-805.001 PROFESSIONAL & CONTRACTUAL SERVICES 5,000.00 15,113.45 14,657.80 455.65 96.99

DB: Clarkston

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

Page: 3/10

PERIOD ENDING 06/30/2025

2024-25 ORIGINAL 2024-25 YTD BALANCE AVAILABLE % BDGT GL NUMBER DESCRIPTION BUDGET AMENDED BUDGET 06/30/2025 BALANCE USED Fund 101 - GENERAL Expenditures 101-262-901.000 PUBLICATIONS 350.00 350.00 381.00 (31.00) 108.86 Total Dept 262 - ELECTIONS 8,506.00 18,619,45 18,619,45 0.00 100.00 Dept 265 - BUILDING AND GROUNDS 101-265-705-000 WAGES - BUILDING MAINTENANCE 6,000.00 6,000.00 (11,592.82) 293.21 17,592.82 101-265-705.001 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 20,391.22 5,608.78 78.43 101-265-706.001 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 3,013.34 (198.34) 107.05 101-265-719.000 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 2,574.26 (74.26) 102.97 101-265-728.000 PARK MATERIALS 19,000.00 8,149.35 6,240.20 1.909.15 76.57 101-265-818.000 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 3,085.05 (327.05) 111.86 101-265-921.000 CONSUMERS ENERGY-VH 2,101.00 2,101.00 2,236.40 (135.40) 106.44 101-265-923.000 DTE UPPER PARKING LOT 3,300.00 3,300.00 4,192.78 (892.78) 127.05 101-265-923.001 DTE DEPOT PARK 304.00 304.00 276.73 27.27 91.03 101-265-924.000 SEWER & WATER-VH 1,000.00 1,000.00 841.73 158.27 84.17 101-265-931.000 BUILDING MAINTENANCE-VH 500.00 500.00 985.83 (485.83)197.17 101-265-934.000 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 3,500,00 3,500.00 50.00 Total Dept 265 - BUILDING AND GROUNDS 80,646.00 69,795.35 68,666.49 1,128,86 98.38 Dept 266 - ATTORNEY 101-266-803.000 LEGAL FEES 30,000.00 22.840.00 22,835.10 4.90 99.98 Total Dept 266 - ATTORNEY 30,000.00 22.840.00 22.835.10 4.90 99.98 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 157,550.00 159,412.24 159,412,24 0.00 100.00 Total Dept 301 - POLICE 157,550.00 159,412.24 159,412.24 0.00 100.00 Dept 302 - CODE ENFORCEMENT 101-302-805.001 PROFESSIONAL & CONTRACTUAL SERVICES 4,000.00 7,425.00 7.424.71 0.29 100.00 Total Dept 302 - CODE ENFORCEMENT 4,000.00 7,425.00 7,424.71 0.29 100.00

DB: Clarkston

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON Page: 4/10

PERIOD ENDING 06/30/2025

ERIOD ENDING 06/30/20

2024-25 ORIGINAL 2024-25 YTD BALANCE AVAILABLE % BDGT GL NUMBER DESCRIPTION BUDGET AMENDED BUDGET 06/30/2025 BALANCE USED Fund 101 - GENERAL Expenditures Dept 336 - FIRE 101-336-802.001 FIRE PROTECTION - IND TWP 186,202,00 188,402.96 188,402.96 0.00 100.00 Total Dept 336 - FIRE 186,202,00 188,402.96 188,402.96 0.00 100.00 Dept 371 - BUILDING INSPECTION 101-371-805.001 PROFESSIONAL & CONTRACTUAL SERVICES 10,000.00 10.000.00 10.880.00 (880.00) 108.80 101-371-809.000 BLDG DEPT PROFESSIONAL FEES 20,255.00 20,255.00 19,664.76 590.24 97.09 Total Dept 371 - BUILDING INSPECTION 30,255.00 30,255.00 30.544.76 (289.76) 100.96 Dept 441 - DPW 101-441-709.000 WAGES - DPW LEAVE & HOLIDAY PAY 4,000.00 5,863.92 6,710.51 846.59 6,710.51 1,400.00 87.38 101-441-709.001 WAGES - DPW TASTE OF CLARKSTON 1,400.00 1.353.90 46.10 96.71 101-441-709.002 WAGES - DPW ANGEL'S RUN 0.00 0.00 121.64 (121.64) 100.00 101-441-709.006 WAGES - DPW CONCERTS IN PARK 1,000.00 1.000.00 1,599.54 (599.54) 159.95 101-441-709.007 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 6,200.24 (18.24) 100.30 101-441-713.000 PHYSICAL EXPENSES 1,000.00 1,000.00 1,090.24 (90.24) 109.02 101-441-715.000 CITY FICA EXPENSE 602.00 602.00 782.46 (180.46) 129.98 101-441-719.000 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 3,185.24 (185.24) 106.17 101-441-850.000 TELEPHONE EXPENSE - DPW 945.00 945.00 900.00 45.00 95.24 101-441-932.001 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 41,969.51 39,259.00 41,969.51 0.00 100.00 Dept 446 - HIGHWAY, STREETS, BRIDGES 101-446-704.001 WAGES - DPW MAINTENANCE-PICKUP TRUCK 2,000.00 2,000.00 2,021.42 (21.42) 101.07 101-446-704.002 WAGES - DPW MAINTENANCE-DUMP TRU
WAGES - DPW MAINTENANCE-LOADER
WAGES - DPW MAINTENANCE-TRACTOR
WAGES - DPW MAINTENANCE-SWEEPER WAGES - DPW MAINTENANCE-DUMP TRUCK 2,356.00 2,356.00 1,166.00 1,190.00 49.49 101-446-704.003 400.00 400.00 71.02 328.98 17.76 101-446-704.004 750 - 00 750.00 285.14 464.86 38.02 101-446-704.005 150.00 150.00 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 441.00 441.00 271.02 169.98 61.46 101-446-719.000 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 3,803.14 696.86 84.51 101-446-817.001 TREE TRIMMING & MAINTENANCE 3,500.00 1,505.91 310.00 1,195.91 20.59 101-446-860.001 MILEAGE/CONFERENCE/TRAINING 400.00 400.00 0.00 400.00 0.00 MATERIAL & OUTSIDE LABOR-PICKUP TRUCK 101-446-861.001 2,500.00 2,500.00 2,369.75 130.25 94.79 101-446-861.003 MATERIAL & OUTSIDE LABOR-LOADER 1,000.00 1,000.00 1,104.48 (104.48) 110.45 101-446-861.004 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 59.47 340.53 14.87 101-446-861.007 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 3,289.49 2,903.59 385.90 88.27 Total Dept 446 - HIGHWAY, STREETS, BRIDGES 26,282.00 21,577.40 14,534.89 7,042.51 67.36 Dept 448 - STREET LIGHTING 101-448-926.000 DTE STREET LIGHTING 17,500.00 19,494.09 21,267,28 (1,773.19) 109.10

DB: Clarkston

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

Page: 5/10

PERIOD ENDING 06/30/2025

2024-25

ORIGINAL 2024-25 YTD BALANCE AVAILABLE % BDGT GL NUMBER DESCRIPTION BUDGET AMENDED BUDGET 06/30/2025 BALANCE USED Fund 101 - GENERAL Expenditures Total Dept 448 - STREET LIGHTING 17,500.00 19,494.09 21,267,28 (1,773.19)109.10 Dept 569 - WATERSHED COUNCIL 101-569-956.002 CLINTON RIVER WATERSHED EXPENSES 875.00 926.00 926.00 0.00 100.00 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 7,308.44 1,691,56 81.20 101-701-811.000 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 8,542.89 11,457.11 42.71 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 Dept 970 - CAPITAL OUTLAY 101-970-973.000 MILL POND DAM PROJECT 0.00 0.00 73,761,50 (73,761.50)100.00 Total Dept 970 - CAPITAL OUTLAY 0.00 0.00 73,761.50 (73,761.50)100.00 TOTAL EXPENDITURES 853,296.00 860,047.00 913,388.58 (53,341.58)106.20 Fund 101 - GENERAL: TOTAL REVENUES 856.877.00 856,877.00 1,002,259.36 (145,382.36) 116.97 TOTAL EXPENDITURES 853,296.00 860,047.00 913,388.58 (53,341.58) 106.20 NET OF REVENUES & EXPENDITURES 3,581.00 (3.170.00)88,870.78 (92,040.78) 2,803.49

DB: Clarkston

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

Page: 6/10

PERIOD ENDING 06/30/2025

2024-25 ORIGINAL 2024-25 YTD BALANCE AVAILABLE % BDGT GL NUMBER DESCRIPTION BUDGET AMENDED BUDGET 06/30/2025 BALANCE USED Fund 202 - MAJOR STREET Revenues Dept 000 - GENERAL 202-000-574.000 STATE SHARED REVENUES 87,425.00 87,425.00 75,738.02 11,686.98 86.63 Total Dept 000 - GENERAL 87,425.00 87,425.00 75.738.02 11,686.98 86.63 TOTAL REVENUES 87,425.00 87,425.00 75,738.02 11,686.98 86.63 Expenditures Dept 451 - NON-WINTER 202-451-703.005 SALARY - NON-WINTER MAINTENANCE 12,507.00 12,507.00 19.574.05 (7,067.05) 156.50 202-451-703.008 SALARY - NON-WINTER O/T MAINT 2,000.00 2,000.00 1,309.86 690.14 65.49 202-451-715.000 CITY FICA EXPENSE 1,224.00 1,224.00 1,597.58 (373.58)130.52 202-451-719.000 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 2,279.35 (439.35)123.88 202-451-775.000 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 5,000.00 221.67 4,778.33 4.43 Total Dept 451 - NON-WINTER 22,996.00 22,996,00 24,982.51 (1,986.51)108.64 Dept 452 - TRAFFIC TRAFFIC SERVICES 202-452-777.000 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 5,876.08 1,123.92 83.94 202-452-966-000 STATE TRUNKLINE OVERHEAD 250.00 250.00 0.00 250.00 0.00 Total Dept 452 - TRAFFIC 9.250.00 9,250.00 5.876.08 3,373,92 63.53 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 EOUIPMENT 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

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REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

Page: 7/10

PERIOD ENDING 06/30/2025

| GL NUMBER | DESCRIPTION | 2024-25 ORIGINAL BUDGET | 2024-25 AMENDED BUDGET | YTD BALANCE 06/30/2025 | AVAILABLE BALANCE | % BDGT USED |
|--|-------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|----------------|
| Fund 202 - MAJOR S' Expenditures TOTAL EXPENDITURES | | 77,223.00 | 77,223.00 | 63,288.31 | 13,934.69 | 81.96 |
| Fund 202 - MAJOR S' TOTAL REVENUES TOTAL EXPENDITURES NET OF REVENUES 6 | | 87,425.00 77,223.00 10,202.00 | 87,425.00 77,223.00 10,202.00 | 75,738.02 63,288.31 12,449.71 | 11,686.98 13,934.69 (2,247.71) | 86.63 81.96 |

Fund 203 - LOCAL STREET

Dept 000 - GENERAL 203-000-574.000

203-000-699.202

DESCRIPTION

STATE SHARED REVENUES

TRANSFER IN FROM MAJOR ROAD FUND

DB: Clarkston

GL NUMBER

Revenues

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 06/30/2025

Page: 8/10 2024-25 ORIGINAL 2024-25 YTD BALANCE AVAILABLE % BDGT BUDGET AMENDED BUDGET 06/30/2025 BALANCE USED 30,717.00 30,717.00 26,343.62 4,373.38 85.76 7,713.00 7,713.00 0.00 7,713.00 0.00

| 203-000-699.202 | TRANSFER IN FROM MAJOR ROAD FUND TRANSFER IN FROM FUND BALANCE | 7,713.00 | 7,713.00 100,000.00 | 0.00 | 7,713.00 | 0.00 |
|------------------------------------|---|-------------------------|------------------------|----------------------|---------------------|-----------------|
| Total Dept 000 - GENERAL | otal Dept 000 - GENERAL | | 138,430.00 | 26,343.62 | 112,086.38 | 19.03 |
| TOTAL REVENUES | • | 138,430.00 | 138,430.00 | 26,343.62 | 112,086.38 | 19.03 |
| Expenditures | | | | | | |
| Dept 449 - ROAD COMMISSION | | | | | | |
| 203-449-971.000 | STREET CONSTRUCTION | 100,000.00 | 100,000.00 | 22,670.00 | 77,330.00 | 22.67 |
| Total Dept 449 - ROAD COMM | AISSION/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 | 7,239.71 | /1 720 71 | 121 62 |
| 203-451-703.008 | SALARY - NON-WINTER O/T MAINT | 500.00 | 500.00 | 484.47 | (1,739.71) 15.53 | 131.63 96.89 |
| 203-451-715.000 | CITY FICA EXPENSE | 459.00 | 459.00 | 590.94 | (131.94) | 128.75 |
| 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 | 811.34 | (11.34) | |
| 203-451-775.000 203-451-776.001 | TOOLS - NON-WINTER MAINTENANCE | 400.00 | 400.00 | 225.78 | 174.22 | 56.45 |
| 203-431-770.001 | LOCAL CRACK FILL | 5,000.00 | 5,000.00 | 77.88 | 4,922.12 | 1.56 |
| Total Dept 451 - NON-WINTE | ER . | 12,684.00 | 12,684.00 | 9,430.12 | 3,253.88 | 74.35 |
| Don't 452 MDARRIG | | | | | | |
| Dept 452 - TRAFFIC 203-452-945.000 | TOWER PROPERTY. | DOLLAR PROPERTY STORAGE | | | | |
| 203-452-945.000 | EQUIPMENT RENTAL STATE TRUNKLINE OVERHEAD | 5,000.00 | 5,000.00 | 4,409.84 | 590.16 | 88.20 |
| 203-432-900.000 | STATE TRUNKLINE OVERHEAD | 100.00 | 100.00 | 0.00 | 100.00 | 0.00 |
| Total Dept 452 - TRAFFIC | • | 5,100.00 | 5,100.00 | 4,409.84 | 690.16 | 86.47 |
| 12.2 | | | | | | |
| 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 |
| 203-453-715.000 203-453-719.000 | CITY FICA EXPENSE | 582.00 | 582.00 | 408.42 | 173.58 | 70.18 |
| 203-453-719.000 | CITY SUTA MESC EXPENSE SUPPLIES & MTLS - WINTER MAINT | 25.00 | 25.00 | 2.20 | 22.80 | 8.80 |
| 203-453-720.002 | SMALL TOOLS - WINTER MAINT | 400.00 | 400.00 | 3.42 | 396.58 | 0.86 |
| 203-453-778.000 | SALT - WINTER SIDEWALK | 100.00 750.00 | 100.00 | 0.00 | 100.00 | 0.00 |
| 203-453-778.001 | SALT - WINTER MAINTENANCE | 2,500.00 | 750.00 2,500.00 | 465.47 | 284.53 | 62.06 |
| 203-453-945.001 | EQUIPMENT RENTAL - WINTER | 6,500.00 | 6,500.00 | 2,368.48 5,837.95 | 131.52 662.05 | 94.74 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 | 10.557.00 | | | |
| TOTAL DOPE 100 WINIER | | 18,557.00 | 18,557.00 | 14,424.69 | 4,132.31 | 77.73 |
| Dept 701 - PLANNING | | | (14) | | | |
| 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 |
| | | | | | 2,000.00 | 0.00 |

DB: Clarkston

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

Page: 9/10

PERIOD ENDING 06/30/2025

| 2024-2 |
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| GL NUMBER | DESCRIPTION | 2024-25 ORIGINAL BUDGET | 2024-25 AMENDED BUDGET | YTD BALANCE 06/30/2025 | AVAILABLE BALANCE | % BDGT USED |
|---|--------------|-------------------------------|---------------------------|---------------------------|-------------------------|----------------|
| Fund 203 - LOCAL ST Expenditures | FREET | | | | | |
| TOTAL EXPENDITURES | | 138,341.00 | 138,341.00 | 50,934.65 | 87,406.35 | 36.82 |
| Fund 203 - LOCAL STOTAL REVENUES TOTAL EXPENDITURES | | 138,430.00 138,341.00 | 138,430.00 138,341.00 | 26,343.62 50,934.65 | 112,086.38 87,406.35 | 19.03 36.82 |
| NET OF REVENUES & 1 | EXPENDITURES | 89.00 | 89.00 | (24,591.03) | 24,680.03 :7 | ,630,37 |

DB: Clarkston

REVENUE AND EXPENDITURE REPORT FOR CITY OF THE VILLAGE OF CLARKSTON

PERIOD ENDING 06/30/2025

2024-25 ORIGINAL 2024-25 YTD BALANCE AVAILABLE % BDGT

Page: 10/10

| Fund 401 — CAPITAL PROJECT FUND Revenues Dept 000 — GENERAL Dept 000 — GENERAL 126,500.00 | GL NUMBER | DESCRIPTION | BUDGET | AMENDED BUDGET | 9TD BALANCE 06/30/2025 | AVAILABLE BALANCE | % BDGT USED |
|--|--|-------------------------------------|---|----------------|---------------------------|---|----------------|
| Dept 000 - GENERAL 401-001-699.101 TRANSFER IN FROM GENERAL FUND 126,500.00 126,500.00 0.00 126,500.00 0.00 126,500.00 0.00 126,500.00 | | JECT FUND | | | | 000000000000000000000000000000000000000 | |
| ### 401-000-699.101 TRANSFER IN FROM GENERAL FUND 126,500.00 126,500.00 0.00 126,500.00 0.00 126,500.00 0.00 0.00 126,500.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | | | | | | | |
| Total Dept 000 - GENERAL 126,500.00 126,500.00 0.00 126,500.00 0.00 126,500.00 0.00 0.00 126,500.00 0.00 0.00 126,500.00 0.00 0.00 126,500.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | | TRANSFER IN FROM CENERAL PUND | 106 500 00 | | | | |
| TOTAL REVENUES 126,500.00 126,500.00 0.00 126,500.00 0.00 126,500.00 0.00 0.00 126,500.00 0.00 0.00 126,500.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | 401-000-099.101 | TRANSFER IN FROM GENERAL FUND | 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 0.00 126,500.00 0.00 0.00 126,500.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | Total Dept 000 - GENER | AL | 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 Total Dept 265 - BUILDING AND GROUNDS 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 401-446-819.000 STREET SIGNS & POSTS 1,000.00 5,000.00 1,000.00 1,129.92 112.99 401-446-930.007 SAFETY GROSSWALK PAINT/TAPE 4,500.00 10,500.00 10,500.00 11,29.92 9,370.08 10.76 Dept 901 - CAPITAL OUTLAY 401-901-726.000 PROFESSIONAL & CONTRACTUAL SERVICES 62,000.00 61,000.00 6 | Make the late of t | | 120,300.00 | 120,500.00 | 0.00 | 126,500.00 | 0.00 |
| 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 1,000.00 1,129.92 (129.92) 112.99 401-446-819.000 STREET SIGNS & FOSTS 1,000.00 1,000.00 1,129.92 112.99 401-446-930.007 Total Dept 446 - HIGHWAY, STREETS, BRIDGES 10,500.00 10,500. | TOTAL REVENUES | • | 126,500.00 | 126,500.00 | 0.00 | 126,500.00 | 0.00 |
| 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 1,000.00 1,129.92 (129.92) 112.99 401-446-819.000 STREET SIGNS & FOSTS 1,000.00 1,000.00 1,129.92 112.99 401-446-930.007 Total Dept 446 - HIGHWAY, STREETS, BRIDGES 10,500.00 10,500. | Expenditures | | | | | | |
| 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 5,000.00 1,000.00 401-446-819.000 STREET SIGNS & POSTS 1,000.00 1,000.00 4,500.00 1,129.92 122.92 112.99 4,500.00 1,129.92 9,370.08 10.76 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 | Dept 265 - BUILDING AN | | | | | | |
| Dept 446 - HIGHWAY, STREETS, BRIDGES 401-446-817.000 TREE PLANTING 5,000.00 5,000.00 0.00 0.00 0.00 0.00 0 | 401-265-728.000-FY17FR | IEND FRIENDS OF DEPOT PARK | 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 0.00 0.00 0.00 0 | Total Dept 265 - BIIIID | INC AND CROINDS | | | | | |
| ### 401-9446-817.000 | | | 5,500.00 | 5,500.00 | 7,027.60 | (1,527.60) | 127.77 |
| A01-446-819.000 STREET SIGNS & POSTS 1,000.00 1,000.00 1,29.92 122.99 | | | | | | | |
| ### ### ### ### ### ### ### ### ### ## | | | | | 0.00 | 5,000.00 | 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 | | | | 1,000.00 | 1,129.92 | | |
| Dept 901 - CAPITAL OUTLAY 401-901-726.000 | 401-446-930.007 | SAFETY CROSSWALK PAINT/TAPE | 4,500.00 | 4,500.00 | 0.00 | 4,500.00 | 0.00 |
| Dept 901 - CAPITAL OUTLAY 401-901-726.000 | Total Dept 446 - HIGHW. | AY, STREETS, BRIDGES | 10,500.00 | 10,500.00 | 1.129.92 | 9 370 08 | 10.76 |
| 401-901-726.000 OFFICE FURNITURE 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 5,000.00 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. 2,500.00 110,500.00 56,661.16 53,838.84 51.28 Total Dept 901 - Capital Outlay 110,500.00 126,500.00 64,818.68 61,681.32 51.24 Fund 401 - Capital PROJECT FUND: TOTAL EXPENDITURES 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 | | | • 0000000000000000000000000000000000000 | 20,00000 | 1,123.32 | 3,370.08 | 10.76 |
| ## 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 0.00 0.00 0.00 0.00 0.00 0. | | | | | | | |
| ### 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 0. | | | 1,000.00 | 1,000.00 | 0.00 | 1,000.00 | 0.00 |
| ### 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. 2,500.00 110,500.00 5,000.00 0.00 2,500.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | | PROFESSIONAL & CONTRACTUAL SERVICES | | | | | |
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| 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 | Total Dept 901 - CAPIT | AL OUTLAY | 110,500.00 | 110,500.00 | 56,661.16 | 53,838.84 | 51.28 |
| Fund 401 - CAPITAL PROJECT FUND: TOTAL REVENUES TOTAL EXPENDITURES 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 126,500.00 | | | | | | | |
| TOTAL REVENUES 126,500.00 126,500.00 0.00 126,500.00 0.00 TOTAL EXPENDITURES 126,500.00 | TOTAL EXPENDITURES | | 126,500.00 | 126,500.00 | 64,818.68 | 61,681.32 | 51.24 |
| TOTAL REVENUES 126,500.00 126,500.00 0.00 126,500.00 0.00 TOTAL EXPENDITURES 126,500.00 | | | | | | | |
| TOTAL EXPENDITURES 126,500.00 126,500.00 64,818.68 61,681.32 51.24 | | JECT FUND: | | | | | |
| TOTAL EXPENDITURES 126,500.00 126,500.00 64,818.68 61,681.32 51.24 | | | 126,500.00 | 126,500.00 | 0.00 | 126,500.00 | 0.00 |
| NET OF REVENUES & EXPENDITURES 0.00 0.00 (64,818.68) 64,818.68 100.00 | | | 126,500.00 | 126,500.00 | 64,818.68 | | |
| | NET OF REVENUES & EXPE | NDITURES | 0.00 | 0.00 | (64,818.68) | 64,818.68 | 100.00 |
| | | | | | | | |
| TOTAL REVENUES - ALL FUNDS 1,209,232.00 1,209,232.00 1,104.341.00 104.891.00 91.33 | TOTAL REVENUES - ALL F | UNDS | 1.209.232.00 | 1 209 222 00 | 1 104 341 00 | 104 001 00 | 01 00 |
| TOTAL EXPENDITURES - ALL FUNDS 1,209,232.00 1,104,341.00 104,891.00 91.33 1,195,360.00 1,202,111.00 1,092,430.22 109,680.78 90.88 | | | | | | | |
| NET OF REVENUES & EXPENDITURES 13,872.00 7,121.00 11,910.78 (4,789.78) 167.26 | NET OF REVENUES & EXPE | NDITURES | 13,872.00 | | | | |



Carlisle Wortman

ASSOCIATES, INC.

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

Code Enforcement Services Division

 TIN# 38-298-9393
 INVOICE

 Jonathan Smith, City Mgr.
 Invoice No.
 2179885

 City of the Village of Clarkston
 Client No.:
 1035

 375 Depot Street
 Date:
 07/09/25

 Clarkston, MI 48346
 Period End:
 6/30/2025

Building Administration

6/2/2025

SW

Monthly Retainer

2025 Monthly Retainer = \$1,638.73

SUBTOTAL DUE THIS INVOICE

\$1,638.73



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

Code Enforcement Services Division

| TIN# 38-2 | 298939 | 3 | | | INVOICE |
|--|-------------------|---|--|------------|--|
| Jonathan Sm City of the 375 Depot S Clarkston, M | Village Street | of Clarkston | Invoice I Client N Date: Period E | 0.: | 2179886 1035 07/09/25 6/30/2025 |
| Code Enfor | rcement | <u>.</u> | | | |
| 6/5/2025 | ВВ | Code Enforcement - Drove thru community looking for violations. Updated Jonathan on ticket situation. | 4.00 hr. @ | \$49.17/hr | \$196.68 |
| 6/12/2025 | ВВ | Code Enforcement - Drove thru the community looking for violations. Checking for compliance. | 5.00 hr. @ | \$49.17/hr | \$245.85 |
| 6/26/2025 | ВВ | Code Enforcement - (Last Day). Drove thru community looking for violations. Turned in supplies. | 4.00 hr. @ | \$49.17/hr | \$196.68 |
| | SUB | TOTAL DUE THIS INVOICE | | | \$639.21 |

6/30/2005 101-302-805-001



HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS PO BOX 824 BLOOMFIELD HILLS, MICHIGAN 48303-0824 (248) 454-6300

July 11, 2025

Project No:

20240917.24

Invoice No:

0228750

Amount

9.21

9.21

CITY OF THE VILLAGE OF CLARKSTON 375 DEPOT ROAD CLARKSTON, MI 48346

ATTN: JONATHON SMITH; CITY MANAGER

2024 2025 MS4 PERMITTING MS4 PERMIT ASSISTANCE

Professional Services for period ending June 30, 2025

Professional Personnel

Totals 20
Total Labor 2.0 times

Total Due this Invoice

18.42 \$18.42

Billings to Date

 Current
 Prior
 Total

 Labor
 18.42
 977.80
 996.22

 Totals
 18.42
 977.80
 996.22

Notes: Audit Response



HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS PO BOX 824 BLOOMFIELD HILLS, MICHIGAN 48303-0824 (248) 454-6300

July 11, 2025

Project No:

20220266.24

Invoice No:

0228748

CITY OF THE VILLAGE OF CLARKSTON 375 DEPOT ROAD CLARKSTON, MI 48346

ATTN: JONATHON SMITH; CITY MANAGER

MS4 PERMITTING FISCAL YEAR 2022 2023

MS4 PERMIT ASSISTANCE

Professional Services for period ending June 30, 2025

Professional Personnel

Totals
Total Labor

Hours Amount .50 26.87 2.0 times 26.87

Total Due this Invoice

53.74 \$53.74

Billings to Date

| | Current | Prior | Total |
|--------|---------|----------|----------|
| Labor | 53.74 | 2,088.34 | 2,142.08 |
| Totals | 53.74 | 2.088.34 | 2,142.08 |

45

9/20/2005 1/30/2005 1/30/2005

CHAPTER 96: TREES

96.01 Planting of trees

96.02 Cutting or destroying trees

96.03 Electric wires

96.04 Trimming of trees

96.05 Dangerous, diseased or infested trees

96.06 Protected tree

96.07 Penalty

96.01 PLANTING OF TREE

Any person owning or occupying any lot, lands or premises in the city desiring to plant or transplant shade or ornamental trees in the streets contiguous to land may apply to the DPW whose duty it shall be to designate where these trees shall be set or planted, and when the DPW has so designated, then, and not until then, shall the party be permitted to set out or plant shade or ornamental trees. If any person is dissatisfied with the finding of DPW, he or she may bring the finding of the DPW before the Council whose finding shall be final. The action of the DPW shall be binding on all parties until the Council shall act upon it.

The DPW shall have control over all trees located within the street rights-of-way and parks in the city and the planting, care and removal thereof. The owner of land abutting on any street may, upon obtaining prior written permission of the DPW, prune, spray, plant or remove trees in that part of the street abutting the owner's land not used for public travel, but no person shall otherwise prune, spray, plant or remove any tree in any street or park. Where an owner of abutting property requests the removal of a tree, the DPW is authorized to require as a condition to granting of approval for such removal, that such property owner make the removal in accordance with regulations established by the department, assume all or any part of the costs of removing such tree, and also to require that the tree removed, be replaced at some other nearby location by planting another tree, not necessarily of the same type.

(Ord. 7, passed 6-21-1915)

96.02 CUTTING OR DESTROYING TREES

- (A) No person or persons shall cut, cut down, destroy or mutilate in any manner, except as may be provided for in this chapter, any shade or ornamental trees so long as they are alive and growing within the limits of the city.
- (B) All dead trees and trees afflicted with any fatal or communicable disease shall be removed by the DPW with the approval of the city manager. The city manager is hereby authorized to direct the DPW to remove any tree of a prohibited species.
- (C) No person shall use any tree as an anchor, and no material shall be fastened to or hung on any tree.
- (D) This section is not to be construed so as to prevent the owner of private premises from cutting any tree or trees growing wholly within or upon private premises. (Ord. 7, passed 6-21-1915)

96.03 ELECTRIC WIRES

No electric wires shall be strung so as to transmit electric current to or interfere with the growth of any shade or ornamental tree alive and growing within the limits of the city. (Ord. 7, passed 6-21-1915)

96.04 TRIMMING OF TREES

(A) All trees that stand in and extend over the streets of the city shall at all times be kept so trimmed that no branches thereof shall be less than eight feet above the sidewalk in or over which they stand.

Every owner of any tree on private property overhanging any street or right-of-way within the city shall trim the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight feet above the surface of the street or right-of-way. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the right to trim any tree or shrub on private property when it interferes with the proper spread of light along the street from a street lamp or interferes with visibility of any traffic control device or sign, such trimming to be confined to the area immediately above the right-of-way.

(B) It shall be of the owners of these trees to keep them trimmed as required by this chapter. (Ord. 7, passed 6-21-1915)

96.05 DANGEROUS, DISEASED OR INFESTED TREES

When the director shall discover that any tree growing on private property within the city is dead, dying, damaged, or has broken or decayed tree limbs and constitutes a hazard to the safety of persons or property, or is afflicted with any dangerous and infectious insect infestation or tree disease, the director shall forthwith serve a written notice upon the owner or the owner's agent, or the occupant of the property, describing the tree, its location and the nature of the hazard, infestation or tree disease and ordering the owner, agent and occupant to take such measures as may be reasonably necessary to eliminate such hazard or cure such infestation or disease and to prevent the spreading thereof, specifying the measures required to be taken. Such order may require the pruning, spraying or destruction of trees as may be reasonably necessary. Every such notice shall be complied with within ten days after service thereof, upon the owner, agent or occupant of the property on which the hazardous or afflicted tree is located, or within such additional time as may be stipulated in such notice.

The city manager and DPW shall have the authority to enter upon private premises for the purpose of examining any trees, shrubs, plants or vines for the presence of destructive insects or plant diseases. No damages shall be awarded for the destruction of any tree, shrub or plant or fruit or injury to the same, if done by the city manager or under the city manager's direction, in accordance with this article.

96.06 PROTECTED TREES

Any tree having a diameter breast height (DBH*) of six inches or greater should be considered a protected tree.

The unregulated and unnecessary removal of protected trees is a threat to the public health, safety, and general welfare of the citizens of City of the Village of Clarkston through the elimination of important physical, aesthetic, recreational and economic assets for both present and future generations. Specifically, it is found that:

- Protected trees provide for public safety through the prevention of erosion, siltation, and flooding;
- Protected trees aid in the protection of public health through the absorption of air pollutants and contamination, including the reduction of excessive noise and mental and physical damage related to noise pollution;
- Protected trees provide a significant aspect of the character of the city; and
- Protected tree growth serves as an essential component of the general welfare by maintaining natural beauty, recreation and irreplaceable natural heritage.

•

If protected trees are removed, and not authorized by permit the city manager may require replacement of such removed trees with comparable protected trees to the extent required by the city council. Replacement shall mean that a sufficient number of new trees shall be planted so that the aggregate caliper of the replacement trees shall equal or exceed the aggregate DBH of the protected trees removed without a permit.

*Diameter Breast Height (DBH). A tree's diameter in inches measured by diameter tape at four and one-half feet above the ground. On multi-stem trees, the largest diameter stem shall be measured.

96.07 PENALTY

Any person or persons violating the provisions of this chapter on conviction thereof, shall be punished by a fine not exceeding \$500 and the costs of prosecution or by imprisonment in the county jail for a period of not exceeding 90 days, or both a fine and imprisonment in the discretion of the court or magistrate before whom the conviction is had. (Ord. 7, passed 6-21-1915)

City of the Village of Clarkston

375 Depot Road Clarkston, Michigan 48346

Resolution - Revised Intergovernmental Agreement for Fire Services

WHEREAS, in the June 23, 2025 Council meeting an Interlocal Agreement with Independence Township for Fire and Emergency Services was unanimously approved by the Council members present, and;

WHEREAS, in the July 22nd Independence Township Board Meeting the Board also approved the agreement but included a revision to the agreement wording relative to Overpayments (the remainder of the agreement remains unchanged), and;

WHEREAS, the new wording - consistent with the previously approved agreement for Police Services - includes a provision for the City to request a refund if it notifies the Township of a billing error within 60 days of the invoice date, and;

| the City to req | uest a refund if | it notifies the To | wnship of a billi | ng error within 6 | ou days of the inv | oice date, and; | |
|-----------------|------------------------------|--------------------|-------------------|--|--------------------|-----------------|-------------|
| Overpayment | in the new Fire | Services agreem | ent with Indepe | e of Clarkston hei ndence Township Resolved by | and authorizes | Mayor Sue Wy | lie or City |
| | 11 | 1 | 1 . | 1 | 11 - 1 | 1 !! | 11 - 1 |
| Avery | Casey | Forte | Jones | Quisenberry | Rodgers | Wylie | Totals |
| Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| No | No | No | No | No | No | No | No |
| Abstain | Abstain | Abstain | Abstain | Abstain | Abstain | Abstain | Abstain |
| Absent | Absent | Absent | Absent | Absent | Absent | Absent | Absent |
| Дираспи | Парзенс | Павсис | Пиросис | | Пизен | Пилосии | |
| | | | Resolution | is Adopted | | | |
| | | | Resolution | is Defeated | | | |
| | | | | | | | |
| | | | | | July 2 | 8, 2025 | |
| | Jonathan Smith, City Manager | | | _ | D | ate | - |

STATE OF MICHIGAN COUNTY OF OAKLAND CHARTER TOWNSHIP OF INDEPENDENCE AND CITY OF THE VILLAGE OF CLARKSTON

INTERGOVERNMENTAL FIREFIGHTING AND EMERGENCY SERVICES AGREEMENT

| THIS AGREEMENT, is made this day of, 2025, by and between the Charter Township of Independence, a Michigan municipal corporation, whose address is 6483 Waldon Center Drive, Clarkston, Michigan 48346 ("Independence") and the City of the Village of Clarkston, a Michigan municipal corporation, whose address is 375 Depot Road, Clarkston, Michigan 48346 ("Clarkston"). |
|---|
| RECITATIONS: |
| Clarkston is situated wholly within Independence, and Clarkston is desirous of providing fire, emergency, and fire prevention services for persons and property located in the City, but is unable to maintain an organized fire department. |
| Independence currently maintains an organized fire department. |
| Independence is willing and able to provide, and Clarkston desires to contract for, firefighting, emergency, and fire prevention services for Clarkston as provided for in this Agreement. |
| NOW, THEREFORE, IT IS AGREED AS FOLLOWS: |
| 1. Commencing on, 2025, and for the term of this Agreement, Independence shall furnish firefighting, emergency, and fire prevention services to Clarkston, to the best of its ability, subject to acts of God and circumstances beyond its control, in accordance with the terms and provisions of this Agreement. |

2. In consideration for providing such services, Clarkston shall pay to Independence an annual amount determined by the formula of multiplying the number of mills Independence assesses its citizens under its Fire and Emergency Services Millage, times the Taxable Value of all property assessed in Clarkston for real property taxation purposes as of January 1. of each year. Independence shall annually advise Clarkston of the number of mills assessed. Payments under this Agreement shall be due and paid by Clarkston on a quarterly basis as follows: March 31, June 30, September 30, and December 31 of each year. Payment by Clarkston is due within thirty (30) days from the invoice date. In the event Clarkston fails to make payment within the specified 30-day period, Independence may assess interest at the rate of 1% per month (12% annually) on the outstanding balance until payment is received.

- a. Overpayment. Any payment made by Clarkston exceeding the correct amount shall be deemed non-refundable, unless such overpayment was due to error or misrepresentation in invoicing by Independence. In the event an overpayment is due to an error or misrepresentation in invoicing by Independence, Clarkston must notify Independence in writing of the error within sixty (60) days of the date of the Invoice. Upon notice of the error, Independence shall reimburse Clarkston within thirty (30) days of the date of written notice. In the event Clarkston fails to timely provide written notice of an error or in the event the error in payment is attributable to Clarkston, the overpayment shall be retained by Independence. In that regard, Clarkston assumes full responsibility for ensuring the accuracy of any payment and agrees that Independence shall not be obligated to provide any reimbursement or credit for overpayments. Any payment made by Clarkston exceeding the correct amount, whether in error or otherwise, shall be deemed non-refundable and shall be retained by Independence. Clarkston assumes full responsibility for ensuring the accuracy of any payment and agrees that Independence shall not be obligated to provide any reimbursement or credit for overpayments.
 - b. In addition to the proportionate share of firefighting and emergency costs, Clarkston shall pay a monthly administrative fee to Independence of \$0.00 per month for purposes of covering the administrative overhead.
- 3. Clarkston agrees that all buildings within Clarkston to be serviced by Independence under this Agreement must be identified with their assigned street address. Such address must be posted with numbers of sufficient size, color and contrast to the predominant background so as to be readily identifiable from the street or roadway.
- 4. Upon request, Independence shall provide to Clarkston a report of the activities of the Fire Department in Clarkston.
- 5. Clarkston hereby agrees to adopt Ordinances that mirror any and all cost recovery ordinances adopted by Independence pursuant to MCL 41.806a. In the event Independence undertakes activities which are subject to an Independence cost recovery ordinance, including, but not limited to, hazardous waste response, utility hazards, and fire inspection and fire marshal services, Independence shall be entitled to collect and retain one hundred percent (100%) of fees for services in accordance with Clarkston's cost recovery ordinances. In the event Clarkston fails to adopt appropriate cost recovery ordinances and Independence undertakes activities within Clarkston which would be subject to recovery pursuant to Independence ordinances, Clarkston shall be responsible for all costs and expenses incurred by Independence in excess of the cost of a normal fire or emergency run, and shall hold Independence harmless in such connection. To the full extent permitted by law, Clarkston shall be subrogated to the rights of Independence to charge such costs back to the property owner or other person responsible any response for which costs are recoverable under its cost recovery ordinances.
- 6. Neither this Agreement, nor the services to be rendered under this Agreement, shall in any event render Independence liable directly or indirectly for any loss or damage that may be claimed to arise through the ordinary negligence of the Fire Department or any of the officials, agents or employees of Independence performing services within the scope of duty of such department, officials, agents or employees under this Agreement, or for any act of any employee of the Fire Department in performing services within the scope of duty of such employee under this Agreement.

- 7. Each party shall maintain general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence and shall name each other as an additional insured party on its policy of public liability insurance in relation to risks relating to fire, emergency, and fire prevention services as contemplated under this Agreement.
- 8. Clarkston acknowledges and agrees that Independence shall abide by all local, state, and federal ordinances, statutes, and laws in providing services, including, but not limited to, the international fire code.
- 9. Clarkston acknowledges that Independence shall respond to calls for service in Clarkston in accordance with standard prioritization protocols. In the event of simultaneous emergencies in both jurisdictions, services will be prioritized by the Independence within their sole discretion and in accordance with Department policy.
- 10. Clarkston agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit, and/or special right to firefighting and emergency services in favor of or to the benefit of any particular person(s) beyond the Independence Township Fire Department's duty, as established under existing law, to the general public. Clarkston shall not have the right under this Agreement to assign, delegate, or otherwise, transfer, promise, commit, or lend any firefighting or emergency services, duties or obligations to any other public or private person, corporation, entity or organization of any kind.
- Agreement does not, and is not intended to, transfer, delegate, or assign to Independence or its agents and/or assigns any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated and/or entrusted to Clarkston under existing law. Clarkson understands and agrees that Independence shall have the right to utilize mutual aid to respond to calls in Clarkston in accordance with Independence's mutual aid agreements with other municipalities. Clarkston is aware of, and agreed to be bound by, the terms of those mutual aid agreements as a third-party beneficiary to the same.
- 12. Any disputes arising from this Agreement shall first be addressed through good faith negotiations between the Township Supervisor and the City Manager. If the dispute cannot be resolved within 30 days, the parties shall submit the matter to binding arbitration in accordance with the Michigan Uniform Arbitration Act unless both parties agree otherwise in writing.
- 13. Except as expressly provided for under the terms of this Agreement, no Independence Township Fire Department employee while acting under the terms of this Agreement shall perform any services directly or otherwise be available to perform any work or assignments, or shall be otherwise employed or utilized, in any manner or capacity, by Clarkston.
- 14. In the event of any questions or concerns with respect to the firefighting and emergency services provided to Clarkston. under this Agreement, Clarkston, through its City Manager, shall communicate such concerns and questions to the Independence Supervisor, and *vice versa*. Clarkston shall not supervise, direct, or interfere in any manner with Fire Department personnel or their

operational command structure.

- 15. Clarkston agrees to promptly notify and/or provide the Independence Township Fire Department with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this Agreement, or any other questionable acts or omissions, or any allegation of same by any Independence Township Fire Department employee. All incident reports, citizen complaints, or allegations of misconduct related to services provided under this Agreement must be forwarded in writing to the Independence Fire Chief or his or her designee within five (5) business days of the date in which Clarkston becomes aware of the same. Clarkston agrees to cooperate with Independence in any investigation conducted by Independence into the character or fitness of any Independence Township Fire Department employee.
- 16. The term of this Agreement shall be from the date of commencement of firefighting and emergency services as set forth in Paragraph 1, above, and shall remain in effect for a period of three (3) years. Unless otherwise terminated by either party at least thirty (30) days prior to the expiration of the then existing term, this Agreement shall be automatically extended for subsequent three (3) year terms.
- 17. Either Independence or Clarkston may terminate this Agreement as follows: (a) in the event Independence's Fire Millage will expire or has expired without a renewal of said millage approved by the voters prior to such expiration, upon at least thirty (30) days advanced written notice from Independence to Clarkston; (b) in the event of non-payment, upon at least thirty (30) days advanced written notice from Independence to Clarkston; (c) without cause by either party upon at least one hundred-eighty 180 days advanced written notice to the other party. However, in no event shall termination take effect between October 1 and March 31 to ensure continuous fire protection during peak emergency season. In the event Clarkston seeks to terminate this Agreement between October 1 and March 31, termination shall be effective as of April 1 and Clarkston shall be responsible for payment in accordance with the terms of this Agreement through that date. Upon termination this Agreement shall end, and the parties shall then be discharged of all liabilities under this Agreement, except those which have accrued prior to the termination date.
- 18. Each party shall be responsible for any Claims made against that party and for the acts of its employees and officials. In any Claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, neither party shall have any right under any legal principle (including legal, equitable or implied indemnification; contribution; or subrogation) to be indemnified or reimbursed by the other party or any of its employees or officials in connection with any Claim, except as provided herein.
- 19. To the fullest extent permitted by law, Clarkston agrees to indemnify, defend, and hold harmless Independence, its elected officials, officers, employees, and agents from and against all claims, damages, losses, liabilities, and expenses (including attorney fees) arising out of or related to firefighting and emergency services provided under this Agreement, except to the extent caused by the gross negligence or intentional misconduct of Independence or its personnel. This indemnity shall apply to all third-party claims arising from fire or EMS incidents, except where caused by the gross negligence or intentional misconduct of Independence or its personnel.

- 20. Independence shall not be held liable for any indirect, incidental, special, or consequential damages, including loss of revenue or profits, arising out of or related to this Agreement, even if Independence was advised of the possibility of such damages.
- 21. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities.
- 22. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, the possessive or non-possessive, shall be deemed to include the other whenever the context so indicates or requires.
- 23. Absent any expressly written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right with regard to any existing or subsequent breach or default under this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof: nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- 24. Independence will exercise every reasonable effort to meet its obligations this Agreement, but shall not be liable for delays resulting from force majeure or other causes beyond its reasonable control, including, but not limited to, natural disasters, civil disturbances, pandemics, utility failures, equipment breakdowns, government-mandated shutdowns, acts of God, acts or omissions of Clarkston, failure to comply with this Agreement, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of Independence.
 - 25. This Agreement shall constitute the entire Agreement between the parties, and all prior agreements, written or oral, are merged as part of this Agreement and shall be of no force and effect. No waiver, alteration, or modification of any provision hereof shall be binding unless in writing and signed by a duly authorized representative of each party.
 - 26. This Agreement shall not be assigned by either party without the written consent of the other party.
- 27. This Agreement shall be binding upon Clarkston and Independence, and upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

corporation

CHARTER TOWNSHIP OF INDEPENDENCE, a Michigan

CITY OF THE VILLAGE OF CLARKSTON, a Michigan municipal corporation

By: _______

By: ______

Date: ______