



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: 263 167 826 878 and Passcode: dy3Eo9m9

Regular City Council Meeting Agenda – August 11, 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. Sheriff's Report for July
9. Consent Agenda:
Final Minutes of the July 14, 2025 Regular Meeting
Draft Minutes of the July 28, 2025 Regular Meeting
Treasurer's Report August 11, 2025

10. Unfinished Business:

- a. None

11. New Business:

- a. Discussion: Recap of Historic District Commission CoA's for Q2 2025
- b. Resolution: Main Street America Trademark Sublicense Agreement
- c. Resolution: 60-Month Agreement for Office Phone Service

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.

City of the Village of Clarkston
City Manager Report
August 11, 2025

Status of Building Services Request for Quote

When the new Building Services agreement with Independence Township was approved in the June 23rd City Council meeting it was agreed that additional quotes for building services would be obtained to validate that the best qualified provider had been selected. The attached overview of the building services required was recently prepared and posted on the BidNet and Michigan Inter-governmental Trade Network (MITN) website where municipal contractors and service providers typically go to learn about new business opportunities. The posting is scheduled to remain open through the end of September.

Status of Assessing Services Request for Quote

Similar to Building Services, when the renewed Assessing Services agreement with Oakland County was approved in the May 27th City Council meeting it was agreed that additional quotes for Assessing Services would be obtained to validate that the best qualified provider had been selected. Treasurer Greg Cote' is currently in the process of obtaining a minimum of three quotes from assessing services providers, using the attached template to compare. In addition to WCA Assessing and Kim Fiegly Assessing, Greg will be reaching out to AAS Assessing.

Ordinance Codification

The City Charter requires that new or modified ordinances be codified every 10 years. Because the last full codification was completed in 2014, I have started the process of identifying all of the new or modified ordinances, working with the current and previous City Attorneys. I will keep Council abreast on the efforts to complete this project by year-end.

Accessory Dwelling Unit (ADU) Ordinance

Accessory Dwelling Units (ADUs) are structures that may either be attached to an existing home or detached for purposes of providing affordable housing options for family members (possibly an ageing parent) or even nonfamily members. Clarkston does not currently have an ordinance to regulate ADUs, but similar to Short-Term Rentals, should we have an ordinance to regulate this popular new trend? If interested, the first step would be to request the Planning Commission to research what other communities have done.

Road Striping

As done the last few years, I am taking advantage of a partnership program with Oakland County whereby local communities are allowed to piggyback on a contract that the Road Commission has with a road striping contractor, at significantly lower costs than we could obtain on our own. Last week I met with the Road Commission to review the list of striping work to be done, targeted for September.

Asian Bittersweet Vine Invasion

Asian Bittersweet Vine Invasion

Addressing a homeowner complaint last week, I learned of a large invasion of the Asian Bittersweet Vine at the south end of Depot Park. This is a very aggressive vine, taking over anything and everything in its path. I am currently working with the Blue Heron Headwaters Conservancy to identify the most efficient and economical means of removing this invasive species from the park. Stay tuned.



Respectfully submitted, **Jonathan Smith, City Manager, August 8, 2025**

CITY OF THE VILLAGE OF CLARKSTON



Request for Quote for Building and Code Enforcement Services

August 1, 2025

The City of the Village of Clarkston is seeking quotes for Building and Code Enforcement Services as defined below:

A. Services Required:

- Plan Reviews
- Permit Issuance / Inspection Scheduling
- Building, Electrical, Mechanical, Plumbing & Change of Occupancy Inspections
- Issuance of Certificate of Occupancies
- Monthly Reporting
- Document Retention

B. Adherence to the State of Michigan Building Code/Michigan Residential Code:

- Conduct plan reviews for building permits with a thorough understanding of both Residential and Commercial Building, Electrical, Mechanical & Plumbing Codes.
- Adhere to Historical ordinance requirements as outlined in the City Charter.
- Oversee permit issuance, inspections for compliance with State of Michigan Building and Residential Codes, Local Ordinances, and Fire Safety Code.
- Investigate complaints from residents, businesses, and local officials regarding potential work without permits and/or code violations.

C. Code Enforcement:

- Issue Cease and Desist/Stop Work notices of violation, and citations as necessary, following due process and legal requirements established by the State of Michigan Residential and Building Code.
- Maintain communication with property/business owners to facilitate voluntary compliance.
- Follow-up on unresolved violations and initiate appropriate actions based on the State of Michigan Building Code.

D. Administrative & Reporting Duties:

- Answer questions via phone, email & website regarding the requirements for permits.

- Maintain detailed records of inspections, violations, permit history, and document retention through the City's BS&A application.
- Provide monthly reports to City officials on permit activities and inspections.

E. Community Education & Engagement:

- Educate residents and businesses about State codes and compliance expectations through articles in the paper or other City correspondences.
- Provide guidance and support to property owners to facilitate compliance.

F. Building Official and Inspector Qualifications:

- Responsible for maintaining the appropriate license and certification from the State of Michigan to conduct plan reviews and site inspections.
- Knowledge of relevant codes, regulations, and best practices in maintaining compliance.
- Strong communication and customer service skills for interactions with the public including training in conflict resolution.

Assessing Quotes
of Parcels 548

	<u>Oakland County Assessing 25 Tax Year</u>	<u>Oakland County Assessing 26 Tax Year</u>	<u>Oakland County Assessing 27 Tax Year</u>	<u>Oakland County Assessing 28 Tax Year</u>
Total	\$9,100.00	\$12,193.00	\$17,596.28	\$23,224.24
Price per Parcel	\$16.61	\$22.25	\$32.11	\$42.38

	<u>WCA Assessing Westland MI 25 Tax Year</u>	<u>WCA Assessing Westland MI 26 Tax Year</u>	<u>WCA Assessing Westland MI 27 Tax Year</u>	<u>WCA Assessing Westland MI 28 Tax Year</u>
Total				
Price per Parcel				

Comments: RFP sent on 8/6/2025
Waiting for bid due back week of
8/11/2025 Per Rep

	<u>Kim Fiegly TBD 25 Tax Year</u>	<u>Kim Fiegly TBD 26 Tax Year</u>	<u>Kim Fiegly TBD 27 Tax Year</u>	<u>Kim Fiegly TBD 28 Tax Year</u>
Total				
Price per Parcel				

Comments:left message today
on Kim's voicemail 8/7/2025

**OAKLAND COUNTY SHERIFF DEPARTMENT
INDEPENDENCE SUBSTATION**

TO: Jonathan Smith, City Manager

FROM: Lieutenant Jeff Buchmann, Substation Commander

SUBJECT: City of the Village of Clarkston Monthly Report

	2025												2025	2024
ARRESTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	TOTAL
Felony (CLR-059)	0	0	2	1	0	0	0						3	0
Misdemeanors (CLR-059)	0	0	0	0	0	0	4						4	9
MICR:														
Violent Crimes (CLR-004)	0	0	0	0	0	0	0						0	0
Property Crimes (CLR-004)	0	0	0	0	1	0	1						2	4
TRAFFIC:														
Monthly Citations Citation Report	7	9	12	6	15	42	293						384	304
Crashes - Crash Report	0	1	1	3	8	4	7						24	30
LIQUOR INSPECTION ACTIVITY:														
Alcohol Compliance Checks (AE)	0	0	0	0	0	0	0						0	0
Violations (CLR-065)	0	0	0	0	0	0	0						0	0
COMMUNITY LIAISON:														
Community Meetings L3535	2	2	2	2	2	2	2						14	24
Community Other L3539	0	0	0	0	0	0	0						0	0
STATION STATISTICS:														
Calls for Service (CLR-065)	66	49	61	72	68	82	335						733	1024



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Final 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.

b. 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.



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Draft Minutes of the July 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: Mayor Wylie, Mayor Pro Tem Rodgers, Casey, Forte, Jones and Ted Quisenberry.
 - Councilmembers Absent: Al Avery.
 - Others Present: Jonathan Smith, City Manager, Angie Guillen, City Clerk, Evelyn Bihl, Deputy Clerk, Sgt. John Ashley.
4. Approval of Agenda:
 - Motion by Forte, Support by Rodgers, to approve the agenda as presented.
All Aye. Nay - None.
MOTION CARRIED 6-0
5. Public Comments:
 - Public comment was held.
6. FYI:
 - No updates
7. City Manager Report
 - Building Services Agreement
 - City Manager Conference
 - Historic District Commissioner Sought
 - New Office Phones

8. Consent Agenda

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

Motion by Rogers, Support by Quisenberry, to approve the Consent Agenda as presented. All Aye. Nay – None. MOTION CARRIED 6-0

9. **Unfinished Business:**

- a. None

10. **New Business:**

- a. Presentation: Main Street Oakland County Accreditation Certificate
George Venettis presented City Manager Smith and members of Main Street Clarkston with the 2025 National Affiliate Accreditation Certificate from Main Street America and Main Street Oakland County.
- b. Discussion: Draft Tree Ordinance (from the Planning Commission)
Extensive discussion was had regarding drafting a tree ordinance for the City.
- c. Resolution: Acceptance of the Revised Intergovernmental Agreement for Fire Services.
Resolved by Jones, Support by Casey, that the City of the Village of Clarkston hereby accepts the revisions pertaining to Overpayment in the new Fire Services agreement with Independence Township and authorizes Mayor Sue Wylie or City Manager Jonathan Smith to sign and execute the agreement. VOTE: Jones, Quisenberry, Casey and Wylie – Aye. Nay – Rodgers, Forte.
RESOLUTION CARRIED, 4-2.

12. Motion: Adjourn Meeting at 7:56 P.M.

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

Respectfully Submitted by Angie Guillen, City Clerk.

TREASURER'S REPORT FOR CITY COUNCIL MEETING:

8/11/2025

Treasurer's Report:

I. Disbursements from 07/01/2025 - 07/31/2025

101 General Fund	\$	54,874.15
202 Major Streets	\$	-
203 Local Street	\$	1,250.00
220 Mill Pond Lake	\$	3,048.00
231 Parking Meter Fund	\$	951.47
236 Friends of Depot Park	\$	4,208.87
301 GO Bond Debt	\$	-
401 Capital Projects Fund	\$	2,188.06
590 Sewer Fund	\$	145.40
591 Water Fund	\$	-
703 Tax Fund	\$	7,102.54
Total	\$	73,768.49

II. Invoices for review and payment approval

Code Enforcement (TBD)	\$	-
Building (TBD)	\$	-
Carlisle Wortman - Master Plan, Bldg Adm, Planner & Other	\$	-
HRC MS4 Permitting	\$	-
HRC Professional Services July 2025	\$	-
Jerry / Kristin - Professional Services (July 2025 Invoice)	\$	-
Jerry / Kristin - Professional Services Court (July 2025 Invoice)	\$	-
Total	\$	-

III. Other Checks for Review

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

GRAND TOTAL	\$	73,768.49
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CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 07/01/2025 - 07/31/2025
Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
07/02/2025	GEN	11998	C1058275	OAKLAND COUNTY TREASURER	ASSESSING - OAKLAND COUNTY	804.000	257	9,166.03
07/02/2025	GEN	11999	7/2/2025	PETTY CASH - CITY OF CLARKST	PETTY CASH	004.000	000	100.67
07/02/2025	GEN	12000	11150	THOMAS J RYAN PC	LEGAL FEES	803.000	266	1,027.50
			11151		LEGAL FEES	803.000	266	902.50
			CHECK GEN 12000 TOTAL FOR FU					1,930.00
07/02/2025	GEN	12001	INV02800	SOUTHEAST MI COUNCIL OF GOVE	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	956.00
07/02/2025	GEN	12002	7370207	MML WORKER'S COMP FUND	WORKMAN'S COMPENSATION	722.000	172	1,194.00
07/02/2025	GEN	12003	200429	GREAT LAKES ACE HARDWARE	DPW SUPPLIES	726.000	441	21.98
07/02/2025	GEN	12004	7473207	MML LIABILITY AND PROPERTY P	PROPERTY INSURANCE	961.001	267	1,278.00
			7473207		ERRORS & OMISSIONS INSURANCE	961.002	267	7,939.00
			7473207		GENERAL LIABILITY INSURANCE	961.003	267	3,285.00
			7473207		PROPERTY INSURANCE-OPEN SPACES	961.004	267	1,016.00
			7473207		EQUIPMENT INSURANCE	961.005	267	3,327.00
			CHECK GEN 12004 TOTAL FOR FU					16,845.00
07/02/2025	GEN	12005	159112	SHRED EXPERTS LLC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	500.00
07/02/2025	GEN	12006	082344-00	LB OFFICE PRODUCTS	MISC EXPENSE			** VOIDED **
07/03/2025	GEN	12007	7/3/2025	DTE ENERGY	DETROIT EDISON-VH	920.000	265	23.71
			7/3/2025		DETROIT EDISON-VH	920.000	265	216.82
			7/3/2025		DTE UPPER PARKING LOT	923.000	265	17.65
			7/3/2025		DTE UPPER PARKING LOT	923.000	265	180.32
			7/3/2025		DTE UPPER PARKING LOT	923.000	265	144.82
			7/3/2025		DTE DEPOT PARK	923.001	265	32.70
			CHECK GEN 12007 TOTAL FOR FU					616.02
07/03/2025	GEN	12008	7/11/2025	ANGELA GUILLEN	SALARY - CLERK	703.001	215	1,660.00
07/15/2025	GEN	12010	2179886	CARLISLE/WORTMAN ASSOC INC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	302	639.21
07/15/2025	GEN	12011	2454799686	COMCAST	TELEPHONE	850.000	172	384.65
07/15/2025	GEN	12012	204212773130	CONSUMERS ENERGY	CONSUMERS ENERGY-VH	921.000	265	32.83
07/15/2025	GEN	12013	200255812669	DTE ENERGY	DTE STREET LIGHTING	926.000	448	1,773.19

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 CHECK DATE FROM 07/01/2025 - 07/31/2025
 Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
07/15/2025	GEN	12014	0228750	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	810.001	701	18.42
			0228748		ENGINEERING SERVICES	810.001	701	53.74
			CHECK GEN 12014 TOTAL FOR FU					72.16
07/15/2025	GEN	12015	75319	CHARTER TOWNSHIP OF INDEPEND	FUEL & OIL FOR EQUIPMENT	862.000	446	47.15
07/15/2025	GEN	12016	2179885	CARLISLE/WORTMAN ASSOCIATES,	BLDG DEPT PROFESSIONAL FEES	809.000	371	1,638.73
07/15/2025	GEN	12017	INV003232	HART INTERCIVIC, INC	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	262	687.00
07/15/2025	GEN	12018	251900049267	BLUE CARE NETWORK	HEALTH INSURANCE	712.000	441	2,268.69
07/15/2025	GEN	12020	0093897-1714-2	WM CORPORATE SERVICES, INC	RUBBISH COLLECTION	818.000	265	641.65
07/15/2025	GEN	12021	382193	VIEW NEWSPAPER GROUP	PUBLICATIONS	901.000	215	63.20
07/15/2025	GEN	12022	INV3560182VC3	VC3 INC	TECHNOLOGY/INTERNET EXPENSE	852.000	172	17.25
07/15/2025	GEN	12024	7/15/2025	SUSAN BISIO	FOIA FEES	493.000	000	42.00
07/16/2025	GEN	12025#	6/25/2025	ELAN FINANCIAL SERVICES	SUPPLIES	726.000	172	302.23
			6/25/2025		PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	14.00
			6/25/2025		TECHNOLOGY/INTERNET EXPENSE	852.000	172	21.19
			6/25/2025		MILEAGE/CONFERENCE	860.000	172	809.62
			6/25/2025		DUES & CONFERENCES	958.000	172	665.00
			6/25/2025		DUES & CONFERENCES	958.000	215	1,030.05
			6/25/2025		SUPPLIES-VH BUILDING	726.004	265	81.47
			6/25/2025		PARK MATERIALS	728.000	265	923.08
			6/25/2025		DPW SUPPLIES	726.000	441	275.49
			6/25/2025		DPW EQUIPMENT	726.000	446	713.26
			6/25/2025		MAIN STREET CLARKSTON	959.000	701	35.00
			CHECK GEN 12025 TOTAL FOR FU					4,870.39
07/18/2025	GEN	12026	7/18/2025	OAKLAND COUNTY CLERKS ASSOCI	DUES & CONFERENCES	958.000	215	40.00
07/18/2025	GEN	12027	930	PREMIER TELECOM CONSULTATION	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	250.00
07/18/2025	GEN	12028	732011	CHARTER TOWNSHIP OF INDEPEND	CDBG DISBURSEMENTS	957.000	265	3,500.00
07/18/2025	GEN	12029	7/16/2025	MICHIGAN ASSOC.OF MUNICIPAL	DUES & CONFERENCES	958.000	215	50.00
07/22/2025	GEN	12030	84646	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	18.95
			84571		PARK MATERIALS	728.000	265	158.85
			CHECK GEN 12030 TOTAL FOR FU					177.80

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Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
07/22/2025	GEN	12031	161918	BS&A SOFTWARE	COMPUTER SUPPORT	853.000	253	2,619.00
07/23/2025	GEN	12032	84772	BEDROCK EXPRESS LTD	PARK MATERIALS	728.000	265	42.95
			84764		PARK MATERIALS	728.000	265	62.95
				CHECK GEN 12032 TOTAL FOR FU				105.90
07/23/2025	GEN	12033	1191	ALPINE CARPET CLEANING	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	350.00
07/24/2025	GEN	12034	109350639	RICOH USA INC	RICOH COPIER LEASE	941.000	172	178.29
07/24/2025	GEN	12035	158441	MAPLE PRESS PRINTING & DESIG	SUPPLIES	726.000	253	241.84
07/28/2025	GEN	12036	8/23/2025	CHARTER TOWNSHIP OF INDEPEND	SEWER & WATER-VH	924.000	265	53.35
07/28/2025	GEN	12037	JULY 22 2025	MICHIGAN ASSOC.OF MUNICIPAL	DUES & CONFERENCES	958.000	215	475.00
07/30/2025	GEN	12038#	7/21/2025	HOME DEPOT CREDIT SERVICES	SUPPLIES-VH BUILDING	726.004	265	399.00
			7/21/2025		PARK MATERIALS	728.000	265	44.72
			7/21/2025		DPW SUPPLIES	726.000	441	16.98
			7/21/2025		DPW EQUIPMENT	726.000	446	39.47
				CHECK GEN 12038 TOTAL FOR FU				500.17
07/30/2025	GEN	12039	6236	CLARKSTON WINDOW CLEANING	PROFESSIONAL & CONTRACTUAL SERVICE	805.001	172	165.00
				Total for fund 101 GENERAL				54,874.15

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CHECK DATE FROM 07/01/2025 - 07/31/2025
Banks: Banks: Multiple

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET								
07/15/2025	GEN	12023	113598	STATE BARRICADES, INC	SUPPLIES & MTLs - NON-WINTER MAINT	726.001	451	1,250.00
Total for fund 203 LOCAL STREET								1,250.00

08/07/2025 11:35 AM
User: TREASURER2
DB: Clarkston

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CHECK DATE FROM 07/01/2025 - 07/31/2025
Banks: Banks: Multiple

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 220 MILL POND LAKE IMPROVEMENT FUND								
07/30/2025	MILL	287	4088900	TIGRIS AQUATIC SERVICES LLC	WEED CONTROL - MILL POND MAINT	813.000	265	3,048.00
Total for fund 220 MILL POND LAKE IMPROVEMENT								3,048.00

08/07/2025 11:35 AM
User: TREASURER2
DB: Clarkston

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CHECK DATE FROM 07/01/2025 - 07/31/2025
Banks: Banks: Multiple

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 231 PARKING METER FUND								
07/02/2025	PARK	1342	072217	TRAFFIC & SAFETY CONTROL SYS	MISC EXPENSE	955.000	172	50.00
07/16/2025	PARK	1343	6/25/2025	ELAN FINANCIAL SERVICES	MISC EXPENSE	955.000	172	3.00
07/18/2025	PARK	1344	INV-1054049	PASSPORT LABS, INC	MISC EXPENSE	955.000	172	498.80
			INV-1054225		MISC EXPENSE	955.000	172	220.25
			CHECK PARK 1344 TOTAL FOR FU					719.05
07/24/2025	PARK	1345	267033911	T-MOBILE	PHONE EQUIPMENT	760.000	172	69.42
07/30/2025	PARK	1346	IRIS0000150639	T2 SYSTEM CANADA INC	MISC EXPENSE	955.000	172	55.00
			IRIS0000150640		MISC EXPENSE	955.000	172	55.00
			CHECK PARK 1346 TOTAL FOR FU					110.00
			Total for fund 231 PARKING METER FUND					951.47

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CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 07/01/2025 - 07/31/2025
Banks: Banks: Multiple

Page 7/10

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 236 FRIENDS OF DEPOT PARK								
07/16/2025	FODP	1049	6/25/2025	ELAN FINANCIAL SERVICES	BENCH MEMORIAL	955.010	172	685.98
			6/25/2025		TREE MEMORIAL	955.011	172	3,522.89
				CHECK FODP 1049 TOTAL FOR FU				4,208.87
				Total for fund 236 FRIENDS OF DEPOT PARK				4,208.87

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CHECK DATE FROM 07/01/2025 - 07/31/2025
Banks: Banks: Multiple

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 401 CAPITAL PROJECT FUND								
07/15/2025	GEN	12019	DETR 2520-01	ASI SINAGE INNOVATIONS	STREET SIGNS & POSTS	819.000	446	2,188.06
Total for fund 401 CAPITAL PROJECT FUND								2,188.06

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CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 07/01/2025 - 07/31/2025
Banks: Banks: Multiple

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER								
07/03/2025	SEWER	2166	CIN-0000173	GREAT LAKES WATER AUTHORITY	IWC CHARGES IND TWP	814.002	536	72.70
07/22/2025	SEWER	2167	CIN-0004263	GREAT LAKES WATER AUTHORITY	IWC CHARGES IND TWP	814.002	536	72.70
Total for fund 590 SEWER								145.40

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CHECK DISBURSEMENT REPORT FOR CITY OF THE VILLAGE OF CLARKSTON
CHECK DATE FROM 07/01/2025 - 07/31/2025
Banks: Banks: Multiple

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 703 TAX								
07/17/2025	TAX	968(E)	7/17/2025	CLARKSTON COMMUNITY SCHOOLS	TAX COLLECTIONS	274.000	000	1,872.31
07/17/2025	TAX	969(E)	7/17/2025	OAKLAND COUNTY TREASURER	TAX COLLECTIONS	274.000	000	3,748.71
07/17/2025	TAX	970(E)	7/17/2025	CITY OF CLARKSTON CVT	TAX COLLECTIONS	274.000	000	1,481.52
TOTAL - ALL FUNDS					Total for fund 703 TAX			7,102.54
								73,768.49

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




Clarkston Historic District Summary of CoAs for 2025

Date	Address	Photo	Applicant	Project	Document
2/26/2025	15 South Main		Sarah Schneider	New Awning	CoA
2/11/2025	20-26 South Main		Sarah Schneider	Multiple Modifications to Exterior; Review by Ron Campbell, Oakland County Preservation Architect	Report due prior to May HDC Meeting; Applicant agreed to extend application.
2/11/2025	23 South Main		Sarah Schneider	Multiple Modifications to Exterior	Applicant agreed to extend application




Clarkston Historic District Summary of CoAs for 2025

Date	Address	Photo	Applicant	Project	Document
3/14/2025	18 South Main		Eric Lines	Replace Canvas Awning	CoA
4/5/2025	43 West Washington		Beth and Mark Kirchner	Reconstruct Pergola on North Elevation of House	CoA
4/5/2025	63 West Washington		Charlotte Cooper	Roof Replacement	CoA



Clarkston Historic District Summary of CoAs for 2025

Date	Address	Photo	Applicant	Project	Document
4/5/2025 & 4/20/2025	62 North Main		Kevin Knapp	Reconstruct Deteriorated Porch Deck	CoA/Revised CoA
4/30/2025	29 South Holcomb		Ted Quisenberry	Dismantle fence on south elevation and replace with new fence	CoA
5/19/2025	9 North Holcomb		Tim McCabe	Replace cement front porch including the extension with tuck pointing the foundation	CoA

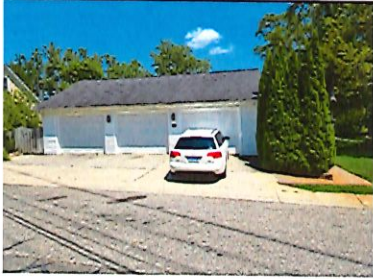

Clarkston Historic District Summary of CoAs for 2025

Date	Address	Photo	Applicant	Project	Document
5/19/2025	20-26 South Main		Sarah Schneider	Replacing Siding with wood clapboard or Hardie board/Hardie plank (depends on condition of existing siding)	CoA
5/19/2025	20-26 South Main		Sarah Schneider	Replace 4 non-original doors on front (west elevation)	CoA
7/3/2025	24 South Holcomb		Katie & David LaLone	replace non-original windows	CoA

Clarkston Historic District Summary of CoAs for 2025

Date	Address	Photo	Applicant	Project	Document
7/3/2025	380 Depot Road		Stephanie & Chase Hite	addition west elevation	CoA
7/3/2025	89 South Main		Anne Clifton	replace rotting widows	CoA
7/11/2025	206 NorthMain		Richard Sedlak & Alicia Harris	Replace damaged vinyl windows	CoA

Clarkston Historic District Summary of CoAs for 2025

Date	Address	Photo	Applicant	Project	Document
7/11/2025	75 South Holcomb		Kris & Colleen Modrzynski	second-floor addition to non-hisrric 1980s garage	CoA
7/11/2025	24 South Holcomb		Katie & David LaLone	replace garage door	CoA

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - Main Street America Trademark Sublicense Agreement

WHEREAS, the City's Main Street Clarkston program works closely with the Main Street Oakland County and Main Street America programs to identify ways to maximize the economic vitality of our downtown business community, and;

WHEREAS, the Main Street America program has requested that the attached Trademark Sublicense Agreement be approved by the City, ensuring that any use of the Main Street America trademark and logos will be limited to the approved usages identified in the agreement, and;

WHEREAS, the attached sublicense agreement has been reviewed by the City Attorney, and;

NOW, THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby authorizes City Manager Jonathan Smith to sign and submit the Main Street America Trademark Sublicense Agreement. Resolved by _____ and supported by _____.

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
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<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent	<input type="checkbox"/> Absent

☐ Resolution is Adopted

☐ Resolution is Defeated

Angela Guillen, City Clerk

August 11, 2025

Date

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between _____ ("**Coordinating Program**") and _____ ("**Sublicensee**"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts ("Local Programs"). Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main_Street_America_Tier_System_Overview_-_2019_Update.pdf).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Affiliate level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Sublicense Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. No. 3,365,568
NATIONAL MAIN STREET CENTER	Reg. No. 5,370,135

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to below, and any other trademarks owned by the National Trust, or the NMSC, which the NMSC may grant the Coordinating Program and Sublicensee permission to use from time to time, are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

**National Main Street Center
Local Program Affiliate Member Sublicensing Agreement**

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants to the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's right to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo is limited to Sublicensees which are members in good standing at the Affiliate membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Affiliate Level:



As a Main Street America™ Affiliate, INSERT NAME HERE is part of a national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development.

- ii. **NATIONAL MAIN STREET CENTER® word mark.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER® word mark solely and exclusively to indicate its association with the National Main Street Center.
- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Sublicensee at the Affiliate level, in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Affiliate level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logo by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g.,

**National Main Street Center
Local Program Affiliate Member Sublicensing Agreement**

website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER word mark by Sublicensee must follow the requirements set forth in the Brand Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER mark by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through May 31, 2026, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Affiliate level with NMSC. The requirements of this membership are currently available at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main Street America Tier System Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main%20Street%20America%20Tier%20System%20Overview%202019%20Update.pdf), and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

7. Goodwill and promotional value. Sublicensee recognizes and acknowledges the value of goodwill associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

**National Main Street Center
Local Program Affiliate Member Sublicensing Agreement**

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Affiliate Local Programs. Such termination will be effective thirty (30) calendar days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) calendar day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines, in their sole discretion: (i) that Sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Sublicense Agreement, the Sublicensee will discontinue use of the Trademarks and will promptly destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Sublicense Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name:

Address:

**National Main Street Center
Local Program Affiliate Member Sublicensing Agreement**

Phone: _____
Email: _____

To Sublicensee:
City of the Village of Clarkston
Name: _____
Address: Address _____
City, State & Zip _____
Phone: Phone _____
Email: smithj@villageofclarkston.org _____

14. Successors. This Sublicense Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this Sublicense Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Sublicense Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Hold Harmless. The Sublicensee will be responsible at all times for the supervision and management of its activities under this Sublicense Agreement. To the extent possible in accordance with state law, the Sublicensee agrees to hold harmless the Coordinating Program, the NMSC, the National Trust, and their respective directors, trustees, officers, employees, and agents, from any and all liability, loss, damages, costs or expenses which arise out of the negligent acts or omissions of the Sublicensee, its directors, officers, employees, and agents, while acting in the scope of their employment and/or in the course of their involvement with the Sublicensee's activities.

19. Insurance. The Sublicensee shall obtain and maintain one or more policies of insurance to ensure Sublicensee's performance of its obligations under this Sublicense Agreement and to provide adequate protection for the Coordinating Program, the NMSC, and the National Trust, against any and all claims, demands, causes of action or damages, including attorney's fees, arising out of the performance of this Sublicense Agreement. Nothing herein shall prevent the Sublicensee from self-insuring the terms of coverage or from contracting with an insurance company to provide substantially equivalent coverage.

20. Relationship of the Parties. The Sublicensee is an independent contractor. Nothing in this Sublicense Agreement shall be construed to create or constitute a partnership, joint venture, or any other agency or employment relationship between the parties hereto. Neither party is authorized to enter into any agreement on behalf of, assume any obligation for, or otherwise bind the other party financially or otherwise; nor is either party responsible for the obligations of the other party, including but not limited to obligations to the other's own employees, their wage/salaries, benefits, vacation pay, and the like.

National Main Street Center
Local Program Affiliate Member Sublicensing Agreement

21. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties enter into this Sublicense Agreement effective as of the last date written below.

Coordinating Program

Sublicensee

By: _____

By: _____

Date: _____

Date: _____

**National Main Street Center
Local Program Affiliate Member Sublicensing Agreement**

EXHIBIT A

BRAND GUIDELINES

BRAND *Guidelines*





HOW WE DESCRIBE OURSELVES

IT IS IMPORTANT THAT WE ALL TELL THE SAME STORY ABOUT *MAIN STREET AMERICA* TO HELP DISTINGUISH AND REINFORCE OUR BRAND. TO DO THAT, WE HAVE THREE LEVELS OF INCREASING DETAIL: TAGLINE, DESCRIPTOR, AND POSITIONING STATEMENT.

TAGLINE

The tagline is our simplest statement about what Main Street America stands for. We can use it in written materials but to help establish consistency, we should not alter the words.

Nationally recognized. Locally powered.

DESCRIPTOR

The descriptor was developed to be a concise statement about Main Street America to be used in such applications as press releases, announcements, and promotional materials. While it can be altered if necessary for specific circumstances, we encourage using it intact for most applications.

Main Street America™ has been helping revitalize older and historic commercial districts for more than 35 years. Today it is a network of more than 1,600 neighborhoods and communities, rural and urban, who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, a subsidiary of the National Trust for Historic Preservation.



OUR POSITIONING

POSITIONING STATEMENT

The positioning statement provides more detail about *Main Street America* and what makes our program both unique and effective. It can be used in its entirety, or parts can be extracted, as a source of language for a variety of communication needs.

Main Street America™ is a movement. Main Street America has been helping revitalize older and historic commercial districts for more than 35 years. It is the leading voice for preservation-based economic development and community revitalization across the country. Made up of small towns, mid-sized communities, and urban commercial districts, Main Street America represents the broad diversity that makes this country so unique. Working together, the programs that make up the Main Street America network help to breathe new life into the places people call home.

Main Street America is a mark of distinction. It is a seal, recognizing that participating programs, organizations, and communities are part of a national movement with a proven track record for celebrating community character, preserving local history, and generating impressive economic returns. Since 1980, over 2,000 communities have been part of Main Street, bringing renewed energy and activity to America's downtowns and commercial districts, securing \$61 billion in new investment creating more than 525,000 net new jobs and rehabilitating 251,000 buildings.

Main Street America is a time-tested strategy. Main Street America communities are encouraged to make use of a time-tested approach, known as the Main Street Approach. The Main Street Approach is rooted in a commitment to broad-based community engagement, a holistic understanding of the factors that impact the quality of life in a community, and strategic focus on the core principles of downtown and neighborhood revitalization: Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization.



OUR LOGO

THE MAIN STREET AMERICA™ NAME AND ALL ASSOCIATED LOGOS ARE TRADEMARKS OF THE NATIONAL MAIN STREET CENTER AND MAY BE USED ONLY WITH PERMISSION OF NMSC.

Three brand treatments—each associated with a different level of membership with Main Street America—are available to accommodate communication needs and establish consistency across the network. All Main Street America members who have signed licensing or sub-licensing agreements are required to include the appropriate logo and membership language on their websites, and are encouraged to use them across other communications and branding platforms.





LOGO USAGE

IT IS IMPERATIVE THAT A LOGO IS PRESENTED CONSISTENTLY, CLEARLY AND CORRECTLY.

There are a few rules to keep in mind when using our logo:

BE CONSISTENT

Place the logo on a white background. Do not place on dark, photographic, or illustrative backgrounds.


KEEP IT CLEAR

Make sure the logo has enough space around it so that it is legible. Do not place other elements within this "clear space."

USE CORRECTLY

Use approved logo files as they are provided, do not alter them in any way.



Always maintain an area of "clear space" around the logo to ensure legibility. That space is equal to the height of "MAIN STREET": . DO NOT place anything inside of the gray dotted box.



DO NOT resize parts of the logo
DO NOT omit parts of the logo



DO NOT change the color of the logo
DO NOT add effects such as drop shadows to the logo



DO NOT stretch or distort the logo



DO NOT alter the placement of the parts of the logo



DO NOT rotate the logo



DO NOT place the logo on patterns or photos



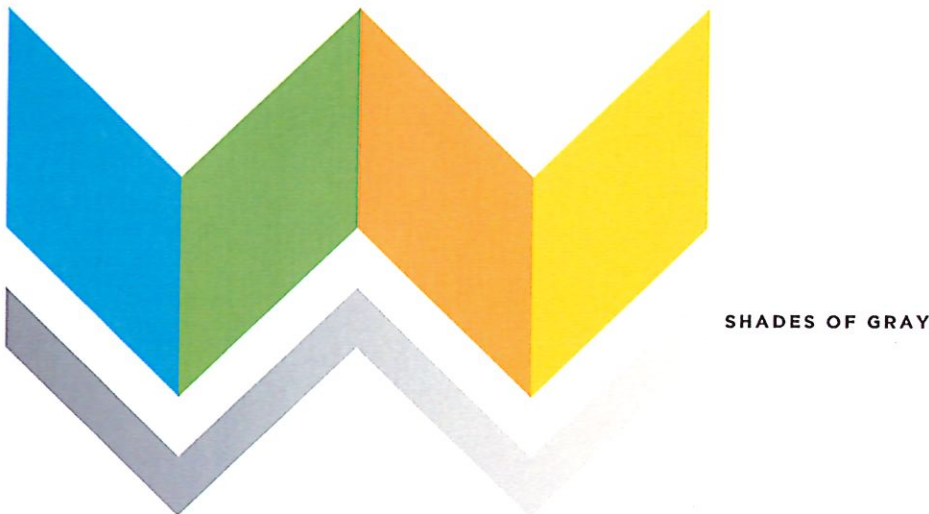
OUR COLORS

A COLOR PALETTE IS AN ESSENTIAL INGREDIENT IN ESTABLISHING A STRONG AND DISTINCTIVE BRAND PRESENCE.

The icon of our logo is comprised of four colors with black text. Along with shades of gray, these are the only acceptable colors to be used in our communications. The logo should always command the most visual attention, and color should be used to support but never overwhelm the logo. Additionally, when appropriate, color may be used to highlight the Main Street Four Point Approach[®]; each area has an assigned color:

ECONOMIC VITALITY // QUALITY DESIGN // EFFECTIVE PROMOTION // SUSTAINABLE ORGANIZATION

BLUE	GREEN	ORANGE	YELLOW	
100.0.20.0	50.0.100.0	0.40.100.0	0.10.100.0	Print (CMYK)
PMS 313	PMS 376	PMS 138	PMS 116*	Print (PANTONE)
0.173.208	106.189.69	248.154.29	254.203.0	SCREEN (RGB)



* Pantone Color Values vary between Coated, Uncoated and Matte finishes. While these variations are typically nominal, please use PMS 114 on Uncoated paper instead of PMS 116 because it's the better overall match.



FILE USAGE

OUR LOGO IS AVAILABLE IN A VARIETY OF FILE FORMATS.

The appropriate format should be selected based on how it will be used.
Please refer to the list below for guidance.

- EPS** Created in Adobe Illustrator, logo files are EPS vector files and resolution-independent, meaning they can be scaled an infinite amount without any loss of quality. Use EPS files for print, broadcast and specialty items.
- JPEG** A raster graphic image file created by choosing from a range of compression qualities, therefore making it smaller in size and easier to email. Usually for broadcast, MS Word or web use, JPEGs can only be used for print reproduction if they have high enough resolution.
- PNG** A raster graphic image file that supports lossless data compression. This format provides background transparency, perfect for use in MS PowerPoint presentations.

City of the Village of Clarkston

375 Depot Road
Clarkston, Michigan 48346

Resolution - 60-Month Agreement for Office Phone Service

WHEREAS, the City has utilized Comcast for office internet service and phone service for the last five years, and;

WHEREAS, a recent comparison of three area phone service providers (Comcast, FirstComm, and Net2Phone) identified a significant savings opportunity with provider Net2Phone, with a 53% annual cost reduction (comparison attached), and;

WHEREAS, after a question in the July 28th City Council meeting about an agreement for the new phone service, the attached 60-month agreement was obtained from Net2Phone and reviewed with the City Attorney, and;

NOW, THEREFORE, BE IT RESOLVED that the City of the Village of Clarkston hereby authorizes the City Manager to sign and submit the attached 60-month service agreement with Net2Phone for office phone service. Internet service remains unchanged with Comcast. Resolved by _____ and supported by _____.

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

Angela Guillen, City Clerk

August 11, 2025

Date

City Phone Analysis

	<u>Comcast Business Current Provider</u>	<u>FirstComm Bid</u>	<u>Net2Phone Bid</u>	<u>REVISED NET2PHONE</u>
Monthly Charge	\$384.65	\$264.52	\$183.53	\$178.83
Annual Charge	\$4,615.80	\$3,174.24	\$2,202.36	\$2,145.96
Annual Savings	NA	\$1,441.56	\$2,413.44	\$2,469.84
Annual Percent Reduction		31.23%	52.29%	53.51%

Account Number	Invoice Number	Bill Date	Customer Service	Payment Terms
966551040	245479686	Jul 1, 2025	1-800-741-4141	Net 30

Previous Balance	Payments	Adjustments/Credits	Past Due Amount	Current Amount	Total Amount Due
384.60	384.60	0.00	0.00	384.65	\$ 384.65

00561/010299/001816 0048 04 VG4YX4 1
CITY OF CLARKSTON CITY HALL
375 DEPOT RD
CLARKSTON, MI 48346-1418



Payment Due Date
Aug 1, 2025

Late Fee Eligible
\$ 0.00

Late Payment Charge
\$ 0.00

SUMMARY OF CHARGES AND CREDITS

(Billing activity up to and including Jun 30, 2025)

Recurring Charges	333.20
Total Customer Charges	333.20
Total Taxes and Surcharges	51.45
Invoice Amount	384.65
Remaining Balance	0.00
Total Amount Due	\$ 384.65

Aging Balance Summary

Current	\$ 384.65
1 - 30	\$ 0.00
31 - 60	\$ 0.00
61 - 90	\$ 0.00
91 - 120	\$ 0.00
120+	\$ 0.00

Pay your invoice online by visiting
business.comcast.com/paymentcenter

172 / 384.65

RECEIVED
JUL 14 2025

BY:

[illegible]

Service Quote

net2phone

net2phone.com 866-978-8260

Quote **#456511447682**
Prepared on: **Jun 11, 2025**
Expires on: **Jul 11, 2025**

Prepared For:
The Village of Clarkston, City
Hall
375 DEPOT RD
CLARKSTON 48346

Shipping To:
The Village of Clarkston, City
Hall
375 DEPOT RD
CLARKSTON 48346

Recurring Charges

No	SKU	Description	QTY	Unit Price	Extended Price
1	MR-N1-PLAN	net2phone Unite™ Essentials	7	\$21.99	\$153.93
2	D-SIP-T46U_AC-R	Yealink SIP-T46U 16-Line Gigabit IP Phone with Power Supply Rental	6	\$4.15	\$24.90
*Total Monthly Recurring Charges					\$178.83

*Totals shown do not include all applicable fees or taxes.

*All initial orders for less than five Hosted PBX seats or SIP Trunks are not authorized for discounting. If You initially order less than five Hosted PBX seats or SIP Trunks and subsequently add seats or SIP Trunks so that the total number of seats/SIP Trunks is greater than five, the rates set forth in initial order will not be eligible for re-pricing.

*The list of per minute usage charges (billed in one minute increments) and SMS charges (billed per message) can be found at <https://rates.net2phone.com/rates/essentials.csv>

This quote is subject to the terms and conditions found at <https://www.net2phone.com/terms-of-service>

This quote is also subject to a 60 month commitment.

To accept this quote please click the button below, or enter the complete url below in your browser:

<https://partner.net2phoneoffice.com/api/presign/1cb7-4f8f?langCode=en>

I ACCEPT THIS QUOTE

net2phone Business Communications

Your All-Inclusive Cloud Business Phone System



Our Mission at net2phone is to drive business success through smarter conversations.

We know that voice is the lifeline of your business communications today, but your business needs more than just a dial tone. That's why at net2phone, we've integrated a full suite of tools to enable you to communicate in a variety of methods, both in and out of the office, or wherever your business takes you.

net2phone provides innovative and affordable cloud based telephony services through our flagship UCaaS, Hosted PBX, CCaaS and SIP Trunking solutions by combining advanced features, integrations, and omnichannel capabilities with our industry leading hosted voice platform.

We're committed to supporting you day in and day out, right from the start. Our product experts, on-boarding specialists, and customer success teams will follow you every step of the way, ensuring that you reap all the benefits our service has to offer. We also provide free training and ongoing technical support, whenever and wherever you need it.

Hosted PBX



Contact Center



SIP Trunking



A Global Leader in Business Communications

Who We Are

net2phone offers innovative and affordable cloud based telephony services worldwide.

With an embedded Voice over IP experience at the core, 30+ years of on-going innovation, and an ever expanding global presence, net2phone enables its partners to create and deliver value to customers in the US and worldwide.

What We Do

- Hosted, SIP, Unified Communications, & Contact Center Solutions
- Voice, Video, Chat, SMS/MMS
- Web and Mobile Applications
- Nationwide and International Capabilities
- Simple & Friendly User Interface & Portals

net2phone

Equipment Rental Agreement – 60 Month Service Commitment

The terms and conditions of this Equipment Rental Agreement-60 Month Service Commitment ("Equipment Rental Agreement") are in addition to the Terms of Service that You agreed to at <https://www.net2phone.com/terms-of-service>, which Terms of Service are incorporated herein by reference.

You agree to rent the equipment listed on Exhibit A attached hereto ("Equipment") as part of a Service Bundle offering. The Service Bundle includes both Equipment and services, plus applicable taxes and fees.

Except as otherwise expressly set forth herein, You shall be liable to pay 100% of the Equipment's then-current list price (as determined by Net2Phone) plus applicable taxes, if the Equipment is lost, stolen or damaged. You will immediately notify Net2Phone in writing if the Equipment is lost, stolen or damaged.

Net2Phone is and will remain the owner of all Equipment unless title is conveyed to you in writing following Net2Phone's receipt of Your payment in full for the Equipment (if applicable, as set forth herein). Accordingly: (i) You shall not remove the Equipment from Your Service Address without the prior written approval of Net2Phone; (ii) You shall inform Net2Phone, upon demand, of the exact location of the Equipment while it is in Your possession; (iii) You shall keep the Equipment in a good state of condition; (iv) You shall not lease, rent or sell the Equipment to any third party; and (v) You shall not pledge or encumber the Equipment in any way.

EACH PIECE OF EQUIPMENT IS PROVIDED "AS IS" AND NET2PHONE MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT NET2PHONE CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

Net2Phone will replace Equipment with identical or similar Equipment if the Equipment fails to operate due to manufacturer defect or in accordance with the manufacturer's specifications and operation instructions -- so long as the manufacturer's warranty is still in effect. Such replacement shall be made as soon as practicable after You return the non-conforming Equipment in accordance with the RMA instructions set forth in the Terms of Service. All Equipment returns that do not conform to the restrictions/procedures set forth in this agreement, the Terms of Service and/or the RMA process may also be subject to certain fees as set forth in the Terms of Service. You also agree that Equipment returns may be subject to a re-stocking fee as set forth in the Terms of Service.

As part of the Service Bundle offering, You agree to purchase the services set forth in the quote associated with this agreement (the "Service") for a minimum period of 60 months from the Service Date ("Minimum Period"); provided that if the Service Date is delayed, then the Minimum Period will be extended to match the number of days of such delay.

At the conclusion of the Minimum Period, if not earlier terminated in accordance with the terms of this agreement or the Terms of Service: (i) the Service term will expire if You have elected not to renew the Service term via notice to Net2Phone at least thirty (30) days prior to the end of the Minimum Period; (ii) the Service term will automatically renew for successive thirty day renewal terms if You have so elected via notice to Net2Phone at least thirty (30) days prior to the end of the Minimum Period; or (iii) the Service term will automatically renew for successive 60 month terms if neither of the foregoing applies (each such successive 60 month period referred to as a "Renewal Commitment Period") until You provide notice to Net2Phone at least thirty (30) days prior to the end of the applicable Renewal Commitment Period that You do not wish to renew the Service for another Renewal Commitment Period. In those states and jurisdictions that do not allow automatic renewals of certain service agreements, the foregoing auto-renewal terms will not apply to You. In that event, after the Minimum Period, there is no Renewal Commitment Period and the Service term will continue until canceled by either party at any time upon prior written notice. IN ORDER TO BE VALID, ANY CANCELLATION/NON-RENEWAL OF SERVICES BY YOU OR ELECTION OF A MONTH-TO-MONTH TERM (PURSUANT TO THIS PARAGRAPH), MUST BE MADE IN WRITING AND SENT TO CANCEL@NET2PHONE.COM.

If Net2Phone terminates this Equipment Rental Agreement prior to the end of the Minimum Period as a result of Your failure to make payment when due or upon your violation of this Equipment Rental Agreement or the Terms of Service; or if You decide to cancel¹ the Service prior to the end of the Minimum Period, then You shall be responsible to pay an early termination fee \$100 per plan or channel (as applicable). You agree to return the Equipment within five (5) days following the expiration, termination or cancellation of this Equipment Rental Agreement (subject to the RMA fees set forth in the Terms of Service) or to purchase the Equipment within five (5) days following such expiration, termination or cancellation at a purchase price equal to 100% of the Equipment's then-current list price (as determined by Net2Phone) plus applicable taxes.

If you do not return Equipment within thirty (30) days following expiration, termination or cancellation, as set forth above, then you will be deemed to have purchased such Equipment at a purchase price equal to 100% of the Equipment's then-current list price (as determined by Net2Phone) plus applicable taxes. Furthermore, if You are obligated to return or purchase Equipment as set forth above and You fail to do so, then Net2Phone may, in addition to those remedies available to it at law, in equity, or as otherwise set forth in this Equipment Rental Agreement, take possession of any or all Equipment without notice, demand or legal process, and You hereby waive any and all damages occasioned by that taking of possession by Net2Phone or its designees.

¹*For purposes of this agreement, the Service is deemed "canceled" if You cancel 20% or more of the aggregate number of plans or channels (as applicable) registered to You.

You shall pay all reasonable attorneys' fees and other fees, expenses and costs incurred by Net2Phone in protecting its rights under this Equipment Rental Agreement and for any action taken by Net2Phone to collect any amounts due to Net2Phone under this Equipment Rental Agreement.

This Equipment Rental Agreement is binding on You upon Your signature below. No counter-signature by Net2Phone is required. This Equipment Rental Agreement, as executed, may be delivered by facsimile transmission, by electronic mail, or by other electronic transmission, and may be transmitted in portable document format (.pdf) or other electronic or facsimile format. Each such executed facsimile, .pdf, or other electronic record shall be considered an original executed counterpart for purposes of this Equipment Rental Agreement. You (i) agree that You will be bound by Your own Electronic Signature (as such term is defined immediately below), (ii) accept the Electronic Signature by Net2Phone (if any) to this agreement, and (iii) agree that such Electronic Signatures shall be the legal equivalent of manual signatures. The term "Electronic Signature" means (a) the signing party's manual signature on a signature page, converted by the signing party to facsimile or digital form (such as a .pdf file) and received from the signing party's customary email address, customary facsimile number, or other mutually agreed-upon authenticated source; or (b) the signing party's digital signature executed using Net2Phone's digital signature service provider and digital signature process.

Business/Company Name
City of the Village of Clarkston

By: Jonathan Smith

Title: City Manager

Date: 06/11/2025

Exhibit A

Equipment

6 x Yealink SIP-T46U 16-Line Gigabit IP Phone with Power Supply Rental

Business/Company Name: City of the Village of Clarkston

Sign: _____

By: Jonathan Smith

Title: City Manager

Date: 06/11/2025

Commitment Agreement – 60 Months

The terms and conditions set forth below in this Commitment Agreement-60 Months are in addition to the Terms of Service that You agreed to at <https://www.net2phone.com/terms-of-service> which Terms of Service are incorporated herein by reference.

You are purchasing the equipment listed on Exhibit A attached hereto ("Equipment"), if any, and Net2Phone is allowing You to pay for such Equipment over the course of 60 months at the monthly rate set forth on Exhibit A, plus applicable taxes and fees. Except as otherwise set forth herein, You shall be liable to pay the full value of the remaining amount due for the Equipment (as determined by Net2Phone) plus applicable taxes if the Equipment is lost, stolen or damaged. During the term of this agreement: (i) You shall inform Net2Phone, upon demand, of the exact location of the Equipment while it is in Your possession; (ii) You shall keep the Equipment in a good state of condition; (iii) You shall not lease, rent or sell the Equipment to any third party; and (iv) You shall not pledge or encumber the Equipment in any way. Net2Phone may terminate this agreement immediately upon Your failure to make payment for the Equipment and/or the Service when due, or upon your violation of this agreement and/or the Terms of Service. You agree that, in such event, or in the event You decide to cancel the Service*¹ Net2Phone shall calculate the remaining amount due for the Equipment (as of the date of termination) and such amount shall become immediately due and payable by You to Net2Phone.

EACH PIECE OF EQUIPMENT IS PROVIDED "AS IS" AND NET2PHONE MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT NET2PHONE CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

Net2Phone will replace the Equipment with identical or similar Equipment if the Equipment fails to operate due to manufacturer defect or in accordance with the manufacturer's specifications and operation instructions -- so long as the manufacturer's warranty is still in effect. Such replacement shall be made as soon as practicable after you return the non-conforming Equipment in accordance with the RMA instructions set forth in the Terms of Service. All Equipment returns that do not conform to the restrictions/procedures set forth in this agreement, the Terms of Service and/or the RMA process may also be subject to certain fees as set forth in the Terms of Service. You also agree that Equipment returns may be subject to a re-stocking fee as set forth in the Terms of Service.

¹*For purposes of this agreement, the Service is deemed "canceled" if You cancel 20% or more of the aggregate number of plans or channels (as applicable) registered to You.

You agree to purchase the services set forth in the quote associated with this agreement (the "Service") for a minimum period of 60 months from the Service Date ("Minimum Period"); provided that if the Service Date is delayed, then the Minimum Period will be extended to match the number of days of such delay.

At the conclusion of the Minimum Period, if not earlier terminated in accordance with the terms of this agreement or the Terms of Service: (i) the Service term will expire if You have elected not to renew the Service term via notice to Net2Phone at least thirty (30) days prior to the end of the Minimum Period; (ii) the Service term will automatically renew for successive thirty day renewal terms if You have so elected via notice to Net2Phone at least thirty (30) days prior to the end of the Minimum Period; or (iii) the Service term will automatically renew for successive 60 month terms if neither of the foregoing applies (each such successive 60 month period referred to as a "Renewal Commitment Period") until You provide notice to Net2Phone at least thirty (30) days prior to the end of the applicable Renewal Commitment Period that You do not wish to renew the Service for another Renewal Commitment Period. In those states and jurisdictions that do not allow automatic renewals of certain service agreements, the foregoing auto-renewal terms will not apply to You. In that event, after the Minimum Period, there is no Renewal Commitment Period and the Service term will continue until canceled by either party at any time upon prior written notice. IN ORDER TO BE VALID, ANY CANCELLATION/NON-RENEWAL OF SERVICES BY YOU OR ELECTION OF A MONTH-TO-MONTH TERM (PURSUANT TO THIS PARAGRAPH), MUST BE MADE IN WRITING AND SENT TO CANCEL@NET2PHONE.COM.

If Net2Phone terminates this agreement prior to the end of the Minimum Period as a result of Your failure to make payment for the Equipment and/or the Service when due or upon your violation of this agreement and/or the Terms of Service; or if You decide to cancel the Service prior to the end of the Minimum Period, then You shall be responsible to pay an early termination fee \$100 per plan or channel (as applicable).

You shall pay all reasonable attorney and other fees, expenses and costs incurred by Net2Phone in protecting its rights under this agreement and for any action taken by Net2Phone to collect any amounts due to Net2Phone under this agreement.

This agreement is binding on You upon Your signature below. No countersignature by Net2Phone is required. This agreement, as executed, may be delivered by facsimile transmission, by electronic mail, or by other electronic transmission, and may be transmitted in portable document format (.pdf) or other electronic or facsimile format. Each such executed facsimile, .pdf, or other electronic record shall be considered an original executed counterpart for purposes of this agreement. You (i) agree that You will be bound by Your own Electronic Signature (as such term is defined immediately below), (ii) accept the Electronic Signature by Net2Phone (if any) to this agreement, and (iii) agree that such Electronic

Signatures shall be the legal equivalent of manual signatures. The term "Electronic Signature" means (a) the signing party's manual signature on a signature page, converted by the signing party to facsimile or digital form (such as a .pdf file) and received from the signing party's customary email address, customary facsimile number, or other mutually agreed-upon authenticated source; or (b) the signing party's digital signature executed using Net2Phone's digital signature service provider and digital signature process.

Business/Company Name
City of the Village of Clarkston

By: Jonathan Smith

Title: City Manager

Date: 06/11/2025

Exhibit A

Equipment

Business/Company Name: City of the Village of Clarkston

Sign:

By: Jonathan Smith

Title: City Manager

Date: 06/11/2025